**CITY OF WEST COVINA**

**CITY COUNCIL/SUCCESSOR AGENCY**

OCTOBER 19, 2021, 7:00 PM
REGULAR MEETING

CITY HALL COUNCIL CHAMBERS
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790

**Mayor Letty Lopez-Viado**
**Mayor Pro Tem Dario Castellanos**
**Councilwoman Rosario Diaz**
**Councilmember Brian Tabatabai**
**Councilman Tony Wu**

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 17, 2020, Governor Newsom issued Executive Order N-29-20, suspending certain requirements of the Brown Act relating to the conduct of public meetings. Pursuant to the Executive Orders, Council Members may attend City Council meetings telephonically and the City Council is not required to make available a physical location from which members of the public may observe the meeting and offer public comment.

Due to the ongoing COVID-19 emergency and pursuant to State and County public health directives, Los Angeles County Department of Health requires that masks be worn indoors regardless of vaccination status

Members of the public may also watch City Council the meeting live on the City's website at: https://www.westcovina.org/departments/city-clerk/agendas-and-meetings/current-meetings-and-agendas under the "Watch Live" tab or through the West Covina City YouTube channel at www.westcovina.org/LIVE.
If you are experiencing symptoms such as fever or chills, cough, shortness of breath or difficulty breathing, fatigue, or sore throat, the City requests that you participate in the meeting from home by watching the meeting live via the links set forth above.

EMAILED PUBLIC COMMENT:
Members of the public can submit public comments to the City Clerk via e-mail at City_Clerk@westcovina.org. The subject line should specify "Oral Communications 10/19/2021". Please include your full name and address in your e-mail. All emails received by 5:00 P.M. on the day of the Council meeting will be posted to the City's website under "Current Meetings and Agendas" and provided to the City Council prior to the meeting. No comments will be read out loud during the meeting. All comments received by the start of the meeting will be made part of the official public record of the meeting.

***Please turn off all cell phones and other electronic devices prior to entering the Council Chambers***

***AMERICANS WITH DISABILITIES ACT***
The City complies with the Americans with Disabilities Act (ADA). If you will need special assistance at Council meetings, please call (626) 939-8433 (voice) or (626) 960-4422 (TTY) from 8 to 5 Monday through Thursday. Do call at least one day prior to the meeting date to inform us of your particular needs and to determine if accommodation is possible. For sign language interpreter services at Council meetings, please request no less than four working days prior to the meeting.

***AGENDA MATERIAL***
Agenda material is available for review at the City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue South, West Covina and at www.westcovina.org. Any writings or documents regarding any item on this agenda, not exempt from public disclosure, provided to a majority of the City Council that is distributed less than 72 hours before the meeting, will be made available for public inspection in the City Clerk's Office, Room 317 of City Hall

located at 1444 W. Garvey Avenue South, West Covina, during normal business hours.

***NOTICE***
The City Council will regularly convene on the first and third Tuesday of the month. The West Covina Community Development Commission, West Covina Public Financing Authority and the West Covina Community Services Foundation are agencies on which the City Council serves as members. Agendas may contain items for these boards, as necessary.

**PUBLIC COMMENTS**
**ADDRESSING THE CITY COUNCIL**
***(Per WCMC 2-48, Ordinance No. 2150)***

**Any person wishing to address the City Council on any matter listed on the agenda or on any other matter within their jurisdiction should complete a speaker card that is provided at the entrance to the Council Chambers and submit the card to the City Clerk.**

***Please identify on the speaker card whether you are speaking on an agenda item or non-agenda.*** **Requests to speak on agenda items will be heard prior to requests to speak on non-agenda items. All comments are limited to five (5) minutes per speaker.**

**Oral Communications may be limited to thirty (30) minutes, unless speakers addressing agenda items have not concluded.**

**Any testimony or comments regarding a matter set for a Public Hearing will be heard during the hearing.**

***RULES OF DECORUM***
Excerpts from the West Covina Municipal Code and Penal Code pertaining to the Rules of Decorum will be found at the end of agenda.

# AGENDA

# CITY OF WEST COVINA
# CITY COUNCIL/SUCCESSOR AGENCY

## TUESDAY OCTOBER 19, 2021, 7:00 PM
## REGULAR MEETING

**INVOCATION**
Led by Pastor Samuel Martinez from Amazing Love Ministries

**PLEDGE OF ALLEGIANCE**
Led by Mayor Lopez-Viado

**ROLL CALL**

**REPORTING OUT FROM CLOSED SESSION**

**PRESENTATIONS**

- Certificate of Recognition to the Overseas Lions Club for donations to the West Covina Senior Center
- Fire Prevention Week Contest Winner
- Presentation by the San Gabriel Valley Mosquito & Vector Control District
- Unit Station Award
    - Assistant Fire Chief Mike Browne
- Life Saving Award
    - Police Chief Richard Bell

**ORAL COMMUNICATIONS - Five (5) minutes per speaker**
*Please step forward to the podium and state your name and city of residence for the record when recognized by the Mayor.*

**CITY MANAGER'S REPORT**
*City Manager's report on current City projects.*

## CONSENT CALENDAR

*All matters listed under CONSENT CALENDAR are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council/Community Development Commission request specific items to be removed from the Consent Calendar for separate discussion or action.*

### APPROVAL OF MEETING MINUTES

**1) CONSIDERATION OF APPROVAL OF THE OCTOBER 5, 2021, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES.**

It is recommended that the City Council approve the October 5, 2021, Regular Session Meeting Minutes.

### CITY MANAGER'S OFFICE

**2) CONSIDERATION OF AGREEMENT WITH SAN GABRIEL VALLEY CONSERVATION CORPS FOR JOB TRAINING AND COMMUNITY BEAUTIFICATION**

It is recommended that the City Council authorize the City Manager to negotiate and execute a Cooperative Agreement between the City of West Covina and the San Gabriel Valley Conservation and Services Corps., in substantially the form as attached and in such final form as approved by the City Attorney.

### COMMUNITY DEVELOPMENT

**3) CONSIDERATION OF THE TRAFFIC COMMITTEE MEETING RECOMMENDATIONS FOR TRAFFIC ENGINEERING IMPROVEMENTS AT VARIOUS LOCATIONS FROM THE MAY 11, 2021, JUNE 8, 2021, JULY 13, 2021, AND AUGUST 10, 2021 TRAFFIC COMMITTEE MEETINGS**

It is recommended that the City Council approve the Traffic Committee Meeting recommendations listed below of various traffic engineering improvements citywide from the following Traffic Committee Meetings held on May 11, 2021, June 8, 2021, July 13, 2021, and August 10, 2021. The below items were unanimously approved and recommended for installation by the West Covina Traffic Committee for City Council final approval and consideration.

**May 11, 2021 Traffic Committee Meeting Approved Recommendations for City Council Consideration:**

1. **TRAFFIC REVIEW ALONG HOLLENBECK STREET AT RIO VERDE DRIVE**
   a. Request: The City of West Covina received a request to review the traffic conditions for the intersection of Hollenbeck Street at Rio Verde Drive to evaluate a resident request for all-way stop control at the intersection. As part of the traffic review the following items were looked at: a review of the existing roadway conditions, line of sight at the intersection, 5 years of collision history, peak hour traffic counts as well as a review of the speed sample obtained from the 2017 Citywide Speed Survey.
   b. Review Standard: After a thorough review of existing field and traffic conditions and per the California Manual on Uniform Traffic Control Devices (CAMUTCD), California Vehicle Code (CVC), based on the traffic review and engineering judgment, it was determined that additional traffic safety measures are recommended to be installed at the intersection of Hollenbeck Street at Rio Verde Drive. As a part of this study, a review of the intersection of Hollenbeck Street at Rio Verde Drive was conducted. Based on the analysis and field review conducted, it was determined that the intersections did not meet the warrants for the installation of All-Way STOP control.
   c. Recommendation: The Traffic Committee unanimously recommended the following items:
      i. Install double-sided 36”x36” School Crossing S1-1 sign with 24”x12” Downward Facing Arrow W16-7P plaque at the uncontrolled marked school crosswalk for NB, SB approaches next to the crosswalk. The existing non-conforming Pedestrian signs should be replaced. CAMUTCD Section 7B.12.
      ii. Install School Crossing AHEAD Warning Sign (S1-1) (36”x36”) and Ahead Signage (W16-9P) (24”x12”) approaching the uncontrolled crosswalk NB and SB approaches.
      iii. Install ladder crosswalks in yellow high visibility paint for the east, west, and south legs. The spacing of the lines should be striped to avoid vehicle wheel path.
      iv. Installation of R1-5 “Yield Here to Pedestrian” signage with advanced shark teeth yield lines in

white paint approaching the south and north leg at the uncontrolled crosswalk for both approaches approximately 20-feet to 60-feet from the crosswalk. CAMUTCD Section 7B.12: For uncontrolled locations with more than one lane in each direction of travel, advance yield lines (see Section 3B.16) may be used with the 'Yield Here to Pedestrians' signs (R1-5 or R1-5a).

v. Install Retroreflective strip on the sign post to draw attention to the PEDESTRIAN WARNING signs during the nighttime conditions. CAMUTCD 2A.21: "A retroreflective strip may be used on regulatory and warning sign supports." The color of the strip should match the background of the sign. Neon green/yellow would be used for warning sign supports.

2. **TRAFFIC REVIEW AT 2328 MERCED AVENUE**
   a. Request: The City of West Covina received a request for the removal of red curb located in front of the Veterans of Foreign Wars (VFW) located at 2328 Merced Avenue to review the traffic conditions. As part of the traffic review the following items were reviewed: A review of existing conditions, Average Daily Traffic data, and 5-years of collision data were used as part of this red curb removal review.
   b. Review Standard: After a thorough review of existing field and traffic conditions and per the California Manual on Uniform Traffic Control Devices (CAMUTCD), California Vehicle Code (CVC), based on the traffic review and engineering judgment, it was determined that the red curb located along the south side of West Merced Avenue in front of the VFW facility be reduced. This will allow the VFW facility to utilize the curb by designating it as an area for pick up and drop off of passengers.
   c. Recommendation: The Traffic Committee unanimously recommended the following items:
      i. Remove approximately 100-feet of red curb from the south side of West Merced Avenue, per CAMUTCD Section 3B.19.
      ii. There is approximately 140-feet of existing red curb located along the south side of West Merced Avenue, directly in front of the VFW facility. The removal of approximately 100-feet would leave approximately 20-feet of red curb at the either side of the curb adjacent to each of the VFW driveways.
      iii. The removal of approximately 100-feet of red curb will provide approximately 100-feet of available curb space (4 vehicles to park) to park along the south side of West Merced Avenue.
3. **DISCUSSION AND TRAFFIC REVIEW ALONG AZUSA AVENUE SOUTH OF GARVEY AVENUE NORTH**
   a. Request/Background: The City received a request to review the northbound right turn lane on Azusa Avenue at Garvey Avenue. This item was first presented to the Traffic Committee for discussion during the May 8, 2021 Meeting, and brought back with recommendations to the August 10, 2021 Traffic Committee Meeting. Please see the August 10, 2021 Traffic Committee Meeting, Item 5, for a list of the recommendations.

**<u>June 8, 2021 Traffic Committee Meeting Approved Recommendations for City Council Consideration:</u>**

1. **LINE OF SIGHT REVIEW ROWLAND AVENUE AT LEAF AVENUE**
   a. Request: The City of West Covina received a request to review line of sight conditions at the intersection of Rowland Avenue and Leaf Avenue. The review included evaluating installation of red curb based on the line of sight analysis to deter vehicles from parking and blocking the view and to increase visibility for vehicles making turns out of the intersection. As part of the traffic review the following items were reviewed: existing roadway conditions, approximately six years of collision history, and a line of sight analysis was completed.
   b. Review Standard: After a thorough review of existing field and traffic conditions and per the California Manual on Uniform Traffic Control Devices (CAMUTCD), California Vehicle Code (CVC), based on the traffic review and engineering judgment, it was determined that additional red curb should be installed along the northeast and northwest curb of the Rowland Avenue and Leaf Avenue intersection to prevent vehicles from parking at the corner and blocking the view. The additional red curb will improve the line of sight for vehicles exiting Leaf Avenue onto Rowland Avenue.
   c. Recommendation: The Traffic Committee unanimously recommended the following items:
      i. Install approximately 21-feet of red curb along the north side of Rowland Avenue beginning at end of curve at Rowland Avenue and Leaf Avenue. The additional red curb will improve line-of-sight for turning vehicles and will prevent vehicles from parking too close to Leaf Avenue per CAMUTCD Section 3B.23**.** This will remove approximately one parking space along the north side of Rowland Avenue, west of Leaf Avenue.
      ii. Install approximately 10-feet of red curb and connect to the existing 75-feet of red curb for a total 85-feet of red curb per CAMUTCD 3B.23
      iii. This will still allow 28 feet of parking for the resident along the north side of Rowland Avenue, east of Leaf Avenue.

**2. STOP SIGN TRAFFIC REVIEW AT SIX INTERSECTION LOCATIONS IN THE CITY**

a. Request: At the request of the City of West Covina and various resident requests, Traffic Engineering staff reviewed the traffic conditions at six existing stop controlled intersections within the City to promote visibility and recommend upgrades to improve the overall traffic conditions for pedestrians and vehicles. As part of the traffic review the following items were analyzed at each of the six locations: existing roadway conditions, 5.5 years of collision history, peak hour traffic counts for pedestrians and vehicles, as well as field observation of the intersections and vehicular/pedestrian behavior at the STOP signs. The six locations evaluated are listed below:
    1. Location 1: Maplegrove Street and Lark Ellen Avenue
    2. Location 2: Fairgrove Avenue and Lark Ellen Avenue
    3. Location 3: Merced Avenue and Lark Ellen Avenue
    4. Location 4: Vine Avenue and Lark Ellen Avenue
    5. Location 5: Walnut Creek Parkway and Glendora Avenue
    6. Location 6: Cortez Street and Citrus Street

b. Review Standard: After a thorough review of existing field and traffic conditions and per the California Manual on Uniform Traffic Control Devices (CAMUTCD), California Vehicle Code (CVC), based on the traffic review and engineering judgment, various upgrades at each of the six location include a mix of oversized signage, ahead warning signage, red curb, repainting of limit lines, and stopping flashing stop signs (where warranted based on collision history and traffic counts), as well as trimming of any over-grown trees and bushes located in the public right of way that may be blocking the intersection were recommended. A list of the detailed recommendation per each intersection is listed below. These recommendations were unanimously recommended by the Traffic Committee.

c. Recommendation: The Traffic Committee unanimously recommended the following items for each of the six locations as listed below.
    i. **Location 1: Maplegrove Street and Lark Ellen Avenue**:
        1. Based on the analysis and study completed, the intersection of Maplegrove Street and Lark Ellen Avenue does not meet the criteria for installation of flashing stop signs for all-way stop travel. However, it is recommended that the existing STOP Signs be replaced with oversized (36”x36”) STOP signs for all directions for east/west-bound travel along Maplegrove Street as well as north/south-bound travel along Lark Ellen Avenue, to improve visibility of the STOP signs for drivers. CAMUTCD Section 2B.03 Table 2B-1. Install 4-Way Supplemental Plaques (R1-3) under each of the STOP signs.
        2. Install Red Retroreflective strip on all STOP sign poles/posts to draw attention to the signs during the nighttime conditions (for all directions). Per CAMUTCD 2A.21: “A retroreflective strip may be used on regulatory and warning sign supports.” The color of the strip should match the background of the sign. Red color strips should be used for STOP sign supports.
        3. Install a Highly Reflective Neon Yellow Advance Stop Ahead (W3-1) Sign for northbound traffic along Lark Ellen Avenue approximately 250 feet from Maplegrove Street per CAMUTCD Section 2C.36.
        4. Stop Ahead Pavement Legends: Install stop ahead pavement legends for northbound traffic along Lark Ellen Avenue approximately 250 feet from Maplegrove Street per CAMUTCD Section 3B.20.
        5. Install 10 feet of red curb on the approach side of each STOP sign (SB, EB and WB) to improve visibility for approaching vehicles to see the STOP sign per CAMUTCD Section 3B.19.
    ii. **Location 2: Fairgrove Avenue and Lark Ellen Avenue**
        1. Based on the analysis and study completed, the intersection of Fairgrove Avenue and Lark Ellen Avenue meets the criteria for installation of flashing stop signs per the CAMUTCD, City’s criteria and based on collision history, field review, traffic counts, and engineering judgment. It is recommended to remove and replace the existing Stop Signs and replace them with Solar-Powered LED flashing Stop Signs (R1-1) (36”x36”) for all directions for east/west-bound travel along Fairgrove Avenue as well as north/south-bound travel along Lark Ellen Avenue, to bring attention and improve visibility of stop signs for drivers. (Per 2014 Federal Highway Administration’s CAMUTCD section 2A.07 on Retroreflectivity and Illumination) CAMUTCD Section 2B.03 Table 2B-1. Install 4-Way Supplemental Plaques (R1-3) under each of the STOP signs.
        2. Install Red Retroreflective strip on all STOP sign poles/posts to draw attention to the signs during the nighttime conditions (for all directions). Per CAMUTCD 2A.21: “A

retroreflective strip may be used on regulatory and warning sign supports." The color of the strip should match the background of the sign. Red color strips should be used for STOP sign supports.

3. Replacement and Installation of Highly Reflective Neon Yellow Advance Stop Ahead (W3-1) Signs along the north side of Fairgrove Avenue approximately 200-feet west of Lark Ellen Avenue as well as along the east side of Lark Ellen Avenue approximately 500-feet south of Fairgrove Avenue, as per CAMUTCD Section 2C.36.
4. Installation of white crosswalks with white ladder striping at the intersection of Fairgrove Avenue and Lark Ellen Avenue, as per CAMUTCD section 3B.20-23.
5. Installation of 10' feet of red curb on the approach side of each STOP sign for approaching vehicles to see the STOP sign (NB, SB, EB and WB), as per CAMUTCD Section 3B.19.
6. Installation of ADA Compliant Truncated Domes on the northeast and southeast corners of the crosswalk of Fairgrove Avenue and Lark Ellen Avenue.

iii. **Location 3: Merced Avenue and Lark Ellen Avenue**

1. Based on the analysis and study completed, the intersection of Merced Avenue and Lark Ellen Avenue meets the criteria for installation of flashing stop signs per the CAMUTCD, City's criteria and based on collision history, field review, traffic counts, and engineering judgment. It is recommended to remove and replace the existing Stop Signs and replace them with Solar-Powered LED flashing Stop Signs (R1-1) (36"x36") for all directions east/west-bound travel along Merced Avenue as well as north/south-bound travel along Lark Ellen Avenue. This measure will increase visibility of the stop signs for drivers (Per 2014 Federal Highway Administration's CAMUTCD section 2A.07 on Retroreflectivity and Illumination) CAMUTCD Section 2B.03 Table 2B-1. Install 4-Way Supplemental Plaques (R1-3) under each of the STOP signs.
2. Install Red Retroreflective strip on all STOP sign poles/posts to draw attention to the signs during the nighttime conditions (for all directions). Per CAMUTCD 2A.21: "A retroreflective strip may be used on regulatory and warning sign supports." The color of the strip should match the background of the sign. Red color strips should be used for STOP sign supports.
3. Install a Highly Reflective Neon Yellow Advance Stop Ahead (W3-1) Sign along the north side of Merced Avenue approximately 450-feet east of Lark Ellen Avenue for westbound traffic along Merced Avenue per CAMUTCD Section 2C.36.
4. Install ladder crosswalks in yellow high visibility paint for all existing crosswalks at the intersection per CAMUTCD section 3B.20-23 on Pavement and Curb Markings. The spacing of the lines should be striped to avoid vehicle wheel path.

iv. **Location 4: Vine Avenue and Lark Ellen Avenue**

1. The intersection of Vine Avenue and Lark Ellen Avenue meets the criteria for installation of flashing stop signs per the CAMUTCD, City's criteria and based on collision history, field review, traffic counts, and engineering judgment. It is recommended to remove and replace the existing Stop Signs and replace them with Solar-Powered LED flashing Stop Signs (R1-1) (36"x36") for all directions for east/west-bound travel along Vine Avenue as we as north/south-bound travel along Lark Ellen Avenue to call attention and improve visibility of stop signs for drivers (Per 2014 Federal Highway Administration's CAMUTCD section 2A.07 on Retroreflectivity and Illumination) CAMUTCD Section 2B.03 Table 2B-1. Install 4-Way Supplemental Plaques (R1-3) under each of the STOP signs.
2. Install Red Retroreflective strip on all STOP sign poles/posts to draw attention to the signs during the nighttime conditions (for all directions). Per CAMUTCD 2A.21: "A retroreflective strip may be used on regulatory and warning sign supports." The color of the strip should match the background of the sign. Red color strips should be used for STOP sign supports.
3. Remove the existing Stop Ahead (W3-1) sign along the eastside of Lark Ellen Avenue approximately 300-feet south of Vine Avenue and replace with a Highly Reflective Neon Yellow Advance Stop Ahead (W3-1) Sign for northbound traffic along Lark Ellen Avenue per CAMUTCD Section 2C.36.
4. Install ladder crosswalks in white high visibility paint for all existing crosswalks at the intersection per CAMUTCD section 3B.20-23 on Pavement and Curb Markings. The spacing of the lines should be striped to avoid vehicle wheel path.
5. Install 10' feet of red curb on the approach side to the eastbound and westbound STOP sign for increased visibility of the STOP signs. CAMUTCD Section 3B.19.

v. **Location 5: Walnut Creek Parkway and Glendora Avenue**

1. Based on the analysis and study completed, the intersection of Walnut Creek Parkway and

Glendora Avenue does meet the criteria for installation of flashing stop signs per the CAMUTCD, City's criteria and based on collision history, field review, traffic counts, and engineering judgment. It is recommended to remove and replace the existing Stop Signs and replace them with solar-powered LED flashing STOP (R1-1) signs (36" x 36") for all directions for east/west-bound travel along Walnut Creek Parkway and north/south-bound travel along Glendora Avenue. This aims to call attention and improve visibility of STOP signs for drivers. (Per 2014 Federal Highway Administration's CAMUTCD Section 2A.07 On Retroreflectivity And Illumination) CAMUTCD Section 2B.03 Table 2B-1.

2. Install 4-Way Supplemental Plaques (R1-3) under each of the STOP signs. Install Red Retroreflective strip on all STOP sign poles/posts to draw attention to the signs during the nighttime conditions (for all directions). Per CAMUTCD 2A.21: "A retroreflective strip may be used on regulatory and warning sign supports." The color of the strip should match the background of the sign. Red color strips should be used for STOP sign supports.
3. Replacement and install Highly Reflective Neon Yellow Advance Stop Ahead (W3-1) Signs for all directions approaching the all way STOP intersection.
4. Install white crosswalks with white ladder striping for all existing crosswalk legs at the intersection of Walnut Creek Parkway and Glendora Avenue per CAMUTCD Section 3B.20-23 On Pavement And Curb Markings.

vi. **Location 6: Cortez Street and Citrus Street**

1. Based on the analysis and study completed, the intersection of Citrus Street and Cortez Street does meet the criteria for installation of flashing stop signs per the CAMUTCD, City's criteria and based on collision history, field review, traffic counts, and engineering judgment. It is recommended to remove and replace the existing Stop Signs and replace them with solar-powered led flashing STOP (R1-1) signs (36" x 36") for east/west-bound travel along Cortez Street and for north/ south-bound travel along Citrus Street. This aims to call attention and improve visibility of STOP signs for drivers. (Per 2014 Federal Highway Administration's CAMUTCD Section 2A.07 On Retroreflectivity And Illumination) CAMUTCD Section 2B.03 Table 2B-1.)
2. Install 4-Way Supplemental Plaques (R1-3) under each of the STOP signs.
3. Install Red Retroreflective strip on all STOP sign poles/posts to draw attention to the signs during the nighttime conditions (for all directions). Per CAMUTCD 2A.21: "A retroreflective strip may be used on regulatory and warning sign supports." The color of the strip should match the background of the sign. Red color strips should be used for STOP sign supports.
4. Remove and replace the existing STOP ahead with a new highly reflective neon yellow advance STOP ahead (W3-1) sign per CAMUTCD section 2C.36 approaching the intersection on Cortez Street for eastbound traffic and approaching the intersection on Citrus Street for northbound traffic.
5. Install white crosswalks with white ladder striping for all existing crosswalk legs at the intersection of Cortez Street at Citrus Street. (Per CAMUTCD Section 3B.20-23 On Pavement And Curb Markings).
6. Install approximately 10' of red curb for the eastbound STOP sign along the north side of Cortez Street. Install approximately 10' of red curb for the westbound STOP sign along the south side of Cortez Street (CAMUTCD Section 3B.19).
7. Install ADA compliant truncated domes on the northwest and southwest corners of the crosswalk of Cortez Street at Citrus Street.

**<u>July 13, 2021 Traffic Committee Meeting Approved Recommendations for City Council Consideration:</u>**

1. **LINE OF SIGHT REVIEW FOR THE SCHOOL DRIVEWAY AT SOUTH HILLS ACADEMY**
   a. Request: The City of West Covina received a request to review the traffic and parking conditions along Francisquito Avenue for the exit driveway located at South Hills Academy east of Glenview Road. The traffic review evaluated the line of sight for vehicles exiting South Hills Academy and turning right onto Francisquito Avenue to determine if additional red curb should be installed due to parked vehicles close to the driveway. As part of the traffic review the following items were looked at: existing roadway conditions, 5.5 years of collision history, and line of sight analysis at the driveway exit.
   b. Review Standard: After a thorough review of existing field and traffic conditions and per the California Manual on Uniform Traffic Control Devices (CAMUTCD), California Vehicle Code (CVC), based on the traffic review and engineering judgment the traffic study concluded that the line of sight would improve for exiting vehicles from the South Hills Academy driveway with the addition of some red curb

adjacent to the school driveway on Francisquito Avenue.

c. Recommendation: The Traffic Committee unanimously recommended the following items:
    i. Red Curb Installation: Installation of 6 feet of red curb on the west side of the exit driveway per CAMUTCD Section 3B.19. There is approximately 135 feet of regular curb west of the exit driveway. This will improve the line of sight for exiting vehicles onto Francisquito Avenue.

2. **TRAFFIC REVIEW ALONG ROWLAND AVENUE BETWEEN VINCENT AVENUE AND LARK ELLEN AVENUE**
    a. Request: The City of West Covina has received a resident request to review traffic calming options along Rowland Avenue between Sunset Avenue and Vincent Avenue. The resident reported that vehicles may be using this segment of Rowland Avenue as a cut through route to avoid the heavy traffic on the I-10 freeway. As part of the traffic review the following items were reviewed: existing roadway conditions, 5.5 years of collision history, 24-hour ADT traffic counts, and output from a 24-hour radar speed survey was analyzed. The traffic review also included an analysis of the existing uncontrolled crosswalks at Sunset Avenue and Rowland Avenue and at Hartley Street and Rowland Avenue.
    b. Review Standard: After a thorough review of existing field and traffic conditions and per the California Manual on Uniform Traffic Control Devices (CAMUTCD), California Vehicle Code (CVC), based on the traffic review and engineering judgment, it was determined that additional traffic calming measures is recommended to be installed along Rowland Avenue between Sunset Avenue and Vincent Avenue.
    c. Recommendation: The Traffic Committee unanimously recommended the following items, along Rowland Avenue between Sunset Avenue and Vincent Avenue:
        i. 35 mph Pavement Legend: Install "35" Pavement Legend for both directions of traffic (east/west) along the (north/south) side of Rowland Avenue opposite the existing speed limit signs along Rowland Avenue between Sunset Avenue and Vincent Avenue.
        ii. Replacement of Signage: Remove the existing 35MPH Speed Limit (R2-1) signs (30x30) and replace it with oversized (30x36) 35MPH Speed Limit Signs (R2-1) along Rowland Avenue between Sunset Avenue and Vincent Avenue.
        iii. Hartley Street and Rowland Avenue Signage Upgrade for the Existing Uncontrolled Crosswalk:
            1. Install updated signage as follows: Install double sided 36"x36" Pedestrian Warning Signage (W11-2) with a 24"x12" downward facing arrow plaque (W16-7P) underneath the W11-2 sign at the uncontrolled crosswalk at both corners of the crosswalk. The downward facing arrow plaque (W16-7P) and Pedestrian Warning Signage (W11-2) should be facing toward the crosswalk per CAMUTCD Section 2C.50.
            2. Install white Raised Pavement Markers (RPM) lining the crosswalk to increase visibility during nighttime conditions for the uncontrolled crosswalk.
            3. Approach Signage upgrade for the uncontrolled crosswalk at Hartley Street on Rowland Avenue: Install "Yield Here to Pedestrian" signage (R1-5) per CAMUTCD Section 7B.12 with advanced shark teeth yield lines in white paint approaching the south leg uncontrolled crosswalk for both approaches on Rowland Avenue.
            4. Install advanced Shark Teeth Yield lines in white paint approaching the uncontrolled crosswalk at Hartley Street for both approaches on Rowland Avenue adjacent to the "Yield Here to Pedestrian" signage (R1-5) at the intersection. For uncontrolled locations with more than one lane in each direction of travel, advance yield lines (CAMUTCD Section 3B.16) may be used with the "Yield Here to Pedestrians" signs (R1-5).
            5. Install yellow retroreflective strips on all pedestrian sign posts on the ahead sign approaching the crosswalk and for the signage at the crosswalk. These strips should be yellow and are to draw attention to the pedestrian warning signs. Per CAMUTCD Section 2A.21: "a retroreflective strip may be used on regulatory and warning sign supports." The color of the strip should match the background of the sign.
            6. Repaint the existing crosswalk at Hartley Street on Rowland Avenue in ladder striping in white high visibility paint (spacing of lines selected to avoid wheel path).
            7. Replace the existing non-conforming W11-2 pedestrian signs on Sunset Avenue approaching Rowland Avenue for northbound and southbound traffic with updated W11-2 pedestrian signs 36"x36" in fluorescent yellow-green signs with AHEAD (W16-9p) also in fluorescent yellow-green. CAMUTCD Section 2C.50.
        iv. Rowland Avenue and Sunset Avenue Signage Upgrade for the Uncontrolled South Leg Crosswalk:
            1. Install new signage only as follows, leaving the existing RRFB system as is: Install double sided 36"x36" Pedestrian Warning Signage (W11-2) with a 24"x12" downward facing arrow plaque (W16-7P) underneath the W11-2 sign at the uncontrolled crosswalk at both corners of the crosswalk. The downward facing arrow plaque (W16-7P) and Pedestrian Warning Signage (W11-2) should be facing toward the crosswalk per CAMUTCD Section 2C.50.

2. Install white Raised Pavement Markers (RPM) lining the crosswalk to increase visibility during nighttime conditions for the uncontrolled south leg crosswalk and for the east leg stop controlled crosswalk at Sunset Avenue at Rowland Avenue.
3. Approach Signage upgrade for the uncontrolled south leg crosswalk at Sunset Avenue at Rowland Avenue: Install "Yield Here to Pedestrian" signage (R1-5) per CAMUTCD Section 7B.12 with advanced shark teeth yield lines in white paint approaching the south leg uncontrolled crosswalk for both approaches on Sunset Avenue at Rowland Avenue.
4. Install advanced Shark Teeth Yield lines in white paint approaching the south leg uncontrolled crosswalk for both approaches on Sunset Avenue at Rowland Avenue adjacent to the "Yield Here to Pedestrian" signage (R1-5) at the intersection. For uncontrolled locations with more than one lane in each direction of travel, advance yield lines (CAMUTCD Section 3B.16) may be used with the "Yield Here to Pedestrians" signs (R1-5).
5. Install yellow retroreflective strips on all pedestrian sign posts on the ahead sign approaching the crosswalk and for the signage at the crosswalk. These strips should be yellow and are to draw attention to the pedestrian warning signs. Per CAMUTCD Section 2A.21: "a retroreflective strip may be used on regulatory and warning sign supports." The color of the strip should match the background of the sign.
6. Repaint the existing crosswalks in ladder striping in white high visibility paint (spacing of lines selected to avoid wheel path). Both crosswalks at the intersection should match.
7. Replace the existing faded STOP Sign at Rowland Avenue and Sunset Avenue with a (36x36) STOP Sign with a CROSS TRAFFIC DOES NOT STOP Plaque mounted underneath, along with a red reflective strip mounted to the STOP sign post.
8. Install White Side Stripes along the north and south sides of Rowland Avenue between Sunset Avenue and Vincent Avenue approximately 8-feet from the curb, leaving 12-feet of drivable street in each direction. Start striping east of Sunset Avenue and end Striping west of Vincent Avenue.

3. **TRAFFIC REVIEW ALONG STUART AVENUE AND HOLLY OAK DRIVE BETWEEN AZUSA AVENUE TO LARK ELLEN AVENUE**
   a. Request: The City of West Covina received a request to review the traffic conditions and evaluate traffic calming measures and signage along the segment of Holly Oak Drive and Stuart Avenue between Lark Ellen Avenue to Azusa Avenue. The resident reported vehicles utilizing this segment as a shortcut to Azusa Avenue or Lark Ellen Avenue instead of the adjacent Garvey Avenue. As part of the traffic review the following items were looked at: existing roadway conditions, 5.5 years of collision history, line of sight analysis, as well as a STOP sign evaluation at Stuart Avenue and Holly Oak Drive.
   b. Review Standard: After a thorough review of existing field and traffic conditions and per the California Manual on Uniform Traffic Control Devices (CAMUTCD), California Vehicle Code (CVC), based on the traffic review and engineering judgment, it was determined that the segment would benefit from a combination of traffic calming measures to increase motorist awareness of regulatory signage and increase awareness for the posted speed limit along Holly Oak Drive and Stuart Avenue. The STOP sign evaluation at Stuart Avenue and Holly Oak Drive did not meet STOP sign warrants as listed in the CAMUTCD Section 2B.07.
   c. Recommendation: The Traffic Committee unanimously recommended the following items:
      i. Installation of "25MPH" Pavement Legends (4) next to the existing speed limit signs for the eastbound and westbound directions on Holly Oak Drive and Stuart Avenue, CAMUTCD Section 3B.20.
      ii. Installation of a Left Arrow Sign (W1-6) above the east end Object Marker (OM1-3) along Holly Oak Drive at the curve for eastbound traveling vehicles, as per CAMUTCD Section 2C.12.
      iii. Installation of (2) 24"x30" KEEP RIGHT (R4-7) signs at both tips of the east end raised median at the intersection of Holly Oak drive and Stuart Avenue West as well as at the intersection of Holly Oak Drive and Stuart Avenue East on existing poles within the island, as per CAMUTCD Section 2B.20.
      iv. Installation of (2) 24"x24" diamond shape reflective object markers (OM1-1) at the east end median on the same pole as the keep right (R4-7) signs. Remove existing OM2-1V object markers on the west end median and install diamond shape reflective object markers (OM1-1) following CAMUTCD Section 2C.63.
      v. Installation of "island alert curb reflectors" at the beginning of each curb at the intersection of Holly Oak drive and Stuart Avenue West as well as at the intersection of Holly Oak Drive and Stuart Avenue East (both ends) and repaint curb in yellow paint to improve visibility of the raised median.
      vi. Replace existing faded STOP signs at both intersections of Stuart Avenue and Holly Oak Drive

(East and West Intersections) with STOP (R1-1) signs (30”x30”) at the stop-controlled leg, adding TRAFFIC FROM LEFT DOES NOT STOP (W4-4aLp) plaque under each stop sign, per CAMUTCD Section 2B.05.

vii. Installation of a new Stop Bar, STOP pavement legend, and new STOP (R1-1) sign (30”x30”) along with a TRAFFIC FROM RIGHT DOES NOT STOP (W4-4aRp) plaque at the east and west end intersections of Stuart Avenue and Holly Oak Drive, per CAMUTCD Section 2B.05.

viii. Repaint and install double yellow centerline at both intersections and install raised pavement markers (RPMs) along both sides of the center lines. At the eastern intersection: Install approximately 60-feet of double yellow centerline (north) and repaint approximately 35-feet of existing yellow center line (south).

ix. Install RPMs along both sides of center lines. At the western intersection: Install approximately 48-feet of double yellow center line (north) and repaint approximately 45-feet of double yellow center line (south). Install RPMs along both sides of center lines.

**<u>August 10, 2021 Traffic Committee Meeting Approved Recommendations for City Council Consideration</u>**

1. **RED CURB REVIEW AT THE INTERSECTION OF AMANDA STREET AT SYCAMORE STREET**
   a. Request: The City of West Covina received a request to review the line of sight conditions at the intersection of Amanda Street and Sycamore Street to improve visibility of vehicles turning from Sycamore Street onto Amanda Street. As part of the traffic review the following items were looked at: existing roadway, parking conditions, and a line sight analysis at Amanda Street and Sycamore Street.
   b. Review Standard: After a thorough review of existing field and traffic conditions and per the California Manual on Uniform Traffic Control Devices (CAMUTCD), California Vehicle Code (CVC), based on the traffic review and engineering judgment, it was determined that red curb be installed on the south side of Amanda Street, east and west of Sycamore Street. The addition of red curb will improve the visibility for vehicles turning from Sycamore Street onto Amanda Street.
   c. Recommendation: The Traffic Committee unanimously recommended the following items these measures will increase visibility of vehicles traveling along Sycamore Street:
      i. Installation of approximately 15 feet of red curb along the south side of Amanda Street, east of the Sycamore Street to improve the line of sight for vehicles turning onto Amanda Street. This will remove approximately 1 parking space along the south side of Amanda Street, CAMUTCD (Section 3B.19).
      ii. Installation of 15 feet of red curb along the south side of Amanda Street, west of the Sycamore Street in front of the fire hydrant to remind motorist to park 15 feet form a fire hydrant, CVC (Section 22514). This will improve the line of sight for vehicles turning onto Amanda Street.
2. **TRAFFIC REVIEW AT THE INTERSECTION OF CAMERON AVENUE AT S PIMA AVENUE**
   a. Request: The City of West Covina received a request to review the existing uncontrolled crosswalk in the east leg at the intersection of Cameron Avenue at Pima Avenue across from Cameron Elementary School. The review consisted of evaluating the existing in-road pedestrian crosswalk lighting system and determining replacement of it with a Rectangular Rapid Flashing Beacon (RRFB) system. The placement of all traffic control devices is dictated by engineering judgment and based on guidelines found in the CAMUTCD (California Manual on Uniform Traffic Control Devices) and the CVC (California Vehicle Code). As part of the traffic review the following items were reviewed: existing roadway conditions, field observations, and 5.5 years of collision history.
   b. Review Standard: After a thorough review of existing field and traffic conditions and per the California Manual on Uniform Traffic Control Devices (CAMUTCD), California Vehicle Code (CVC), based on the traffic review and engineering judgment, it was determined that the existing school crossing should be updated with signage, striping, and the existing in road lighting system be replaced with an upgraded RRFB system.
   c. Recommendation: The Traffic Committee unanimously recommended the following items to enhance the existing uncontrolled east leg school crosswalk at Cameron Avenue and Pima Avenue:
      i. Remove and replace the existing in-road light system and pedestrian signage on Cameron Avenue at South Pima Avenue and replace it with a Rectangular Rapid Flashing Beacon (RRFB) system on both sides of the crosswalk.
      ii. Signage included as part of the RRFB system should be installed as follows: install double sided 36”x36” School Crossing Signage (S1-1) with a 24”x12” downward facing arrow plaque (W16-7P) underneath the S1-1 sign at the uncontrolled marked school crosswalk at both corners of the crosswalk. The downward facing arrow plaque (W16-7P) and school crossing signage (S1-1) should be facing toward the crosswalk per CAMUTCD Section 7B.12.
      iii. Repaint the existing east leg uncontrolled crosswalk in ladder striping in yellow high visibility paint

(spacing of lines selected to avoid wheel path) at the intersection of Cameron Avenue and S Pima Avenue.

iv. Install yellow Raised Pavement Markers (RPM) lining the crosswalk to increase visibility during nighttime conditions.

v. Install "Yield Here to Pedestrian" signage (R1-5) per CAMUTCD Section 7B.12. with advanced shark teeth yield lines in white paint approaching the east leg uncontrolled crosswalk for both approaches on Cameron Avenue.

vi. Install advanced Shark Teeth Yield lines in white paint approaching the east leg uncontrolled crosswalk for both approaches on Cameron Avenue adjacent to the "Yield Here to Pedestrian" signage (R1-5) at the intersection. For uncontrolled locations with more than one lane in each direction of travel, advance yield lines (CAMUTCD Section 3B.16) may be used with the "Yield Here to Pedestrians" signs (R1-5).

vii. Install 36"x36" advanced School Crossing Ahead Warning signage (S1-1) and install 24"x12" "AHEAD" plaque (W16-9p) underneath the S1-1 sign for both approaches leading to the east leg uncontrolled crosswalk on Cameron Avenue to let drivers know of the upcoming uncontrolled crosswalk.

viii. Install retroreflective strips on all sign posts on the ahead sign approaching the crosswalk and for the signage at the crosswalk. These strips should be yellow and are to draw attention to the pedestrian warning signs. Per CAMUTCD Section 2A.21: "a retroreflective strip may be used on regulatory and warning sign supports." The color of the strip should match the background of the sign.

3. **TRAFFIC REVIEW AT THE INTERSECTION OF CAMERON AVENUE AND EASTHILLS DRIVE**

a. Request: The City of West Covina received a request to review the traffic conditions at the intersection of Cameron Avenue and Easthills Drive to evaluate traffic engineering options to aid exiting vehicles from Easthills Drive onto Cameron Avenue. As part of the traffic review the following items were looked at: existing roadway conditions, field assessment, 5.5 years of collision history, a peak hour count at Cameron Avenue and Easthills Drive was conducted, along with a radar speed survey and ADT count.

b. Review Standard: After a thorough review of existing field and traffic conditions and per the California Manual on Uniform Traffic Control Devices (CAMUTCD), California Vehicle Code (CVC), based on the traffic review and engineering judgment, it was determined that the traffic study concluded that the intersection of Cameron Avenue at Easthills Drive would benefit from traffic improvements and upgrades.

c. Recommendation: The Traffic Committee unanimously recommended the following items:

i. Installation of Side Road Intersection signs (W2-2(L&R)) for eastbound and westbound traffic along Cameron Avenue leading up to the intersection with Easthills Drive, per CAMUTCD Section 2C.11.

ii. Installation of CROSS TRAFFIC DOES NOT STOP (plaque) (W4-4p) beneath both existing Stop signs at the intersection of Easthills Drive at Cameron Avenue, per CAMUTCD Section 2C.59.

iii. Installation of "Island alert curb reflectors" at the outside portion of the curb and repaint raised median island in retroreflective yellow paint to improve visibility at the intersection of Easthills Drive and Cameron Avenue, per CAMUTCD Section 3I.04.

iv. Installation of Solar Powered Radar Speed Feedback signs on Cameron Avenue West of Grand Avenue midblock and East of Barranca Street midblock per CAMUTCD Section 2B.13.19. The Solar Powered Radar Speed Feedback sign should be installed on the same post as existing 45 MPH speed limits signs.

v. Installation of reflective Channelizers around both islands located at the intersection of Cameron Avenue at Easthills Drive. These yellow flexible channelizer posts with white retroreflective units in a breakaway anchor should be placed around the perimeter of both islands, per CAMUTCD Section 3H.01, Section 3I.03, and Section 3I.05. Channelizers may be used for additional emphasis to discourage median crossings at traffic islands and at lane separations. See CAMUTCD Section 3H.01 and Figure 3H-101 (CA) for specifications.

vi. Repaint striping, stop and stop bar leading into intersection along Easthills Drive at Cameron Avenue.

4. **LINE OF SIGHT REVIEW AT THE INTERSECTION OF MERCED AVENUE AT GRETTA AVENUE**

a. Request: The City of West Covina received a request to review line of sight conditions at the intersection of Merced Avenue and Gretta Avenue. The resident is requesting that red curb be added on the northeast corner of Merced Avenue near Gretta Avenue to increase visibility for vehicles making turns from Gretta Avenue onto Merced Avenue. As part of the traffic review the following items were reviewed: existing roadway conditions, 5.5 years of collision history, and line of sight.

b. Review Standard: After a thorough review of existing field and traffic conditions and per the California

Manual on Uniform Traffic Control Devices (CAMUTCD), California Vehicle Code (CVC), based on the traffic review and engineering judgment, it was determined that the over-grown trees and bushes blocking the intersection located in the public right of way be trimmed and that red curb should be installed along the northeast curb of Merced Avenue and Gretta Avenue intersection to prevent vehicles from parking too close to the corner. The red curb will improve the line of sight for vehicles exiting Gretta Avenue onto Merced Avenue.

c. Recommendation: The Traffic Committee unanimously recommended the following items:
    i. Contact the West Covina Maintenance Division to request trimming of any over-grown trees and bushes located in the public right of way that may be blocking the intersection.
    ii. Install approximately 20-feet of red curb along the north side of Merced Avenue beginning from the end of curve at of Merced Avenue and Gretta Avenue. The red curb will improve line-of-sight for left turning vehicles and will prevent vehicles from parking too close to Gretta Avenue. CAMUTCD Section 3B.23, CAMUTCD Section 3B.19, and CVC Section 22500.
    iii. This will remove approximately 1 parking space and leave a remaining 65-feet of regular curb along the north side of Merced Avenue, just east of Gretta Avenue.
    iv. Repaint STOP Street Markings and Stop Bar located on southbound Gretta Avenue approaching Merced Avenue.
    v. Add "Cross Traffic Does Not Stop" (W4-4P) plaque under the existing STOP sign (R1-1) for southbound traffic on Gretta Avenue. CAMUTCD Section 2C.59.

5. **TRAFFIC REVIEW ALONG AZUSA AVE AT GARVEY AVE NORTH**
    a. Request: The City of West Covina received a request to review the northbound right turn only lane on Azusa Avenue at Garvey Avenue North. The request was to conduct a traffic review of the northbound right turn only lane on Azusa Avenue at Garvey Avenue to evaluate deterring vehicles in that lane from merging to the through lane continuing north on Azusa Avenue. As part of the traffic review the following items were looked at: a review of the existing roadway conditions and 5 years of collision history. Peak hour traffic counts as well as a review of the speed sample obtained from the 2017 Citywide Speed Survey were also analyzed. This item was first presented to the Traffic Committee for discussion during the May 8, 2021 Meeting, and brought back with recommendations to the August 10, 2021 Traffic Committee Meeting.
    b. Review Standard: After a thorough review of existing field and traffic conditions and per the California Manual on Uniform Traffic Control Devices (CAMUTCD), California Vehicle Code (CVC), based on the traffic review and engineering judgment, it was determined that the intersection of Azusa Avenue at Garvey Avenue North would benefit from upgraded pavement markings and flexible channelizers to increase driver awareness that the northbound far-right turn only lane on Azusa Avenue heading northbound is for right turn only traffic and not through movements.
    c. Recommendation: The Traffic Committee unanimously recommended the following items:
        i. Install Lane Line Extension pavement markings that separate the far-right northbound right turn lane from other lanes along Azusa Avenue, at the intersection of Garvey Avenue North, in order to provide drivers with an additional reminder that the far-right lane is for right turn only movements.
        ii. Install Lane Line Extension pavement markings at the intersection of Azusa Avenue and Garvey Avenue North for right turning vehicles from Azusa Avenue onto Garvey Avenue North. Lane line extensions in the intersection should be solid white lines at the same width as the line markings they extend in reflective white paint, per CAMUTCD Section 3B.08.
        iii. Install Flexible Channelizers on top of added white line extension that separates the far-right northbound right turn lane from the other lane. Channelizers are flexible retroreflective devices for installation within the roadway to discourage road users from crossing a line or area of the roadway. Unlike delineators, which indicate the roadway alignment, channelizers are intended to provide additional guidance and/or restriction to traffic by supplementing pavement markings and delineation, per CAMUTCD 3H.01.

6. **TRAFFIC REVIEW AT THE INTERSECTION OF WILLOW AVENUE AND MERCED AVENUE**
    a. Request: The City of West Covina received a request to review the traffic and parking conditions at the corner of Willow Avenue and Merced Avenue due to difficulty in entering/existing the driveway as well as conduct a traffic review of the intersection. This intersection is an all-way STOP controlled intersection. As part of the traffic review the following items were looked at: existing roadway and parking conditions, traffic analysis, and a 5-year collision history.
    b. Review Standard: After a thorough review of existing field and traffic conditions and per the California Manual on Uniform Traffic Control Devices (CAMUTCD), California Vehicle Code (CVC), based on the traffic review and engineering judgment, it was determined that red curb be installed on the northwest side of Willow Avenue between the existing crosswalk and the driveway located at the 1211 S Willow Avenue property. This will not impact parking, and it will prevent vehicles from encroaching into the

resident's driveway. It was also recommended to paint red curb between all existing Stop signs and existing crosswalk lines at the intersection of Willow Avenue and Merced Avenue, as well as update the existing signage and pavement striping at the 4-Way Stop controlled intersection.

c. Recommendation: The Traffic Committee unanimously recommended the following items:
    i. Paint approximately 20 feet of red curb east of the driveway located at the 1211 Willow Avenue property per CAMUTCD Section 3B.19, CVC Section 22500.
    ii. Paint 20 feet of red curb on the approach side of each STOP sign to improve visibility for approaching vehicles of the STOP sign and to improve the view of pedestrians per CAMUTCD Section 3B.19.
    iii. Remove and replace the existing faded STOP Ahead Signs (W3-1) with highly reflective neon yellow advance STOP Ahead (W3-1) signs per CAMUTCD Section 2C.36
    iv. Repaint STOP ahead pavement legends and existing crosswalks with ladder stripes: Refresh existing STOP ahead pavement legends for all directions of travel along Merced Avenue and Willow Avenue as well as repaint existing crosswalks with white paint and ladder striping per CAMUTCD Section 3B.20 and CAMUTCD Figure 3B-19(CA)
    v. Remove and replace the existing STOP signs with reflective 30"x30" STOP (R1-1) signs at each approach and the mini-islands, adding a 4-way plaque under each STOP sign, and adding reflective posts in red reflective tape for each direction at the intersection of Willow Avenue and Merced Avenue, to improve visibility of stop signs for drivers per CAMUTCD Section 2B.03 Table 2B-1
    vi. Install red reflective strips all STOP sign posts for all directions: Place red reflective strips on post of the (6 qty) STOP signs at the intersection of Willow Avenue and Merced Avenue per CAMUTCD Section 2A.07
    vii. Repaint mini-islands curbs located along Merced Avenue for both directions: Install "Island alert curb reflectors" at the outside portion of the curb and repaint raised median island in retroreflective yellow paint to improve visibility per CAMUTCD Section 3I.04. These reflectors increase visibility for nighttime driving.
    viii. Restripe the centerline in all directions and yellow channelizing lines leading to the mini-islands.
    ix. Replace damaged RPMs with new yellow RPMs approaching the mini-islands: Remove the damaged sets of RPMs and replace with new Yellow RPMs leading up to the mini islands located along Merced Avenue in both directions.

**FINANCE DEPARTMENT**

**4) CONSIDERATION OF CONTRACT FOR AN ENTERPRISE RESOURCE PLANNING SYSTEM**

It is recommended that the City Council:

1. Award contract for Request for Proposals ("RFP") No. 13-008 for an Enterprise Resource Planning ("ERP") System to Tyler Technologies Inc.
2. Authorize the City Manager to negotiate and execute an agreement with Tyler Technologies Inc., in substantially the form attached and in such final form as approved by the City Attorney; and
3. Approve a purchase order to Tyler Technologies Inc. totaling $871,436 for the software licenses, annual fees, data conversion, implementation services, and estimated travel associated with the software conversion.
4. Authorize up to a 25% contingency allocation, totaling $217,589, for additional applications, services, and data conversions deemed necessary to ensure a fully functional system.
5. Authorize the remaining project budget, in the amount of $410,975, for other products and services necessary to ensure successful migration to the new software including but not limited to project management, additional hardware or software, and infrastructure upgrades. Products and services to be rendered by undetermined vendors following the City's procurement requirements.
6. Authorize the City Manager to approve any and all purchases and execute any and all agreements for products and services within the remaining project budget of $410,975.

**FIRE DEPARTMENT**

**5) CONSIDERATION OF PURCHASE OF FIRE DEPARTMENT FLEET VEHICLES, ACCEPTING STATE BUDGET FUNDING AND APPROVING BUDGET AMENDMENT**

It is recommended that the City Council take the following actions:

1. In accordance with West Covina Municipal Code Chapter 2, Article VII, Division 2, Sec. 2-333(i)(2), and the findings of the West Covina Finance Department/Purchasing Officer, find that the Sourcewell/72 Hour LLC dba: National Auto Fleet Group Contract #060920-NAF satisfies West Covina's bidding requirements and authorize the purchase of two (2) 2022 Dodge Ram Chassis with Leader ambulance upfit to complete two (2) rescue ambulances in the amount of $556,252.33 with a 15% contingency (including sales tax, delivery, and options) from National Auto Fleet Group.

2. In accordance with West Covina Municipal Code Chapter 2, Article VII, Division 2, Sec. 2-333(i)(2), and the findings of the West Covina Finance Department/Purchasing Officer, find that the Sourcewell/Pierce Manufacturing Inc., Contract #022818-PMI satisfies West Covina's bidding requirements and authorize the purchase of two (2) Pierce Arrow XT Fire Engines and one (1) Pierce Arrow XT 107' Quint capable Truck company, in the amount of $3,646,991.86 (including sales tax, delivery, and options) from Pierce Manufacturing Inc. Prepayment to obtain additional discounts.

3. In accordance with West Covina Municipal Code Chapter 2, Article VII, Division 2, Sec. 2-333(i)(2), and the findings of the West Covina Finance Department/Purchasing Officer, find that the Sourcewell/72 Hour LLC dba: National Auto Fleet Group Contract #120716-NAF satisfies West Covina's bidding requirements, and authorize the purchase of one (1) 2022 Chevy Special Service Vehicle in the amount of $79,841.51 (including sales tax, delivery, and options) from National Auto Fleet Group.

4. Accept and appropriate the 2021 State Budget Funding for the City of West Covina (AB 170, Section 174, Fire and Public Safety which can be found on page 349), in the amount of $350,000 for West Covina Fire Department for the purchase of fire engines and authorize the City Manager to execute all related agreements, and

5. In accordance with West Covina Municipal Code Chapter 2, Article VII, Division 2, Sec. 2-333(i)(2), and the findings of the West Covina Finance Department/Purchasing Officer, find that the GSA Contract No. GS-35F-0143R satisfies West Covina's bidding requirements, and authorize the purchase of mobile data communications equipment in the amount of $20,894.79 from Acura Systems International Inc., to be installed by Leader Emergency Vehicles in the new ambulances and Pierce Manufacturing Inc. in new fire apparatus.
6. Adopt the attached resolution authorizing the necessary budget amendment:

   **RESOLUTION NO. 2021-100 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2021, AND ENDING JUNE 30, 2022 (2021 STATE BUDGET FUNDING AB 170/RECOVERY FUNDS)**

**END OF CONSENT CALENDAR**

**HEARINGS**

**PUBLIC HEARINGS**

**6) CONSIDERATION OF A MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT, GENERAL PLAN AMENDMENT NO. 20-03, ZONE CHANGE NO. 20-04, PRECISE PLAN NO. 20-48, TREE REMOVAL PERMIT NO. 21-12, TENTATIVE PARCEL MAP NO. 83444, AND DEVELOPMENT AGREEMENT NO. 21-01 TO RE-PURPOSE AN EXISTING 177,240 SQUARE FOOT BUILDING AS AN AMAZON DELIVERY STATION AT 1211 BADILLO STREET**

It is recommended that the City Council conduct a public hearing, and thereafter adopt the following resolutions:

**RESOLUTION NO. 2021-103 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, CERTIFYING THE MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT FOR GENERAL PLAN AMENDMENT NO 20-03, ZONE CHANGE NO. 20-04, PRECISE PLAN NO. 20-48, TENTATIVE PARCEL MAP NO. 83444, AND DEVELOPMENT AGREEMENT NO. 21-01, PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT OF 1970, AS AMENDED.**

**RESOLUTION NO. 2021-106- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT NO. 20-03 TO CHANGE THE GENERAL PLAN DESIGNATION AT 1211 E. BADILLO STREET FROM CIVIC: PUBLIC INSTITUTION TO INDUSTRIAL**

**RESOLUTION NO. 2021-104- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING PRECISE PLAN NO. 20-08 AND TREE REMOVAL PERMIT NO. 21-12 AT 1211 E. BADILLO STREET**

**RESOLUTION NO. 2021-105 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING OF TENTATIVE PARCEL MAP NO. 83444 AT 1211 E. BADILLO STREET**

It is recommended that the City Council conduct the public hearing and then introduce, by title only, further reading waived, the following Ordinances:

**ORDINANCE NO. 2489 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING ZONE CHANGE NO. 20-04 TO CHANGE THE ZONING DESIGNATION AT 1211 E. BADILLO STREET TO MANUFACTURING (M-1)**

**ORDINANCE NO. 2490 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA APPROVING DEVELOPMENT AGREEMENT NO. 21-01, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WEST COVINA AND AG WEST COVINA OWNERS LLC FOR THE DEVELOPMENT OF THE AMAZON DELIVERY STATION DAX9 PROJECT**

**7) CONSIDERATION OF ZONE CHANGE NO. 20-04 AND ADOPTION OF ORDINANCE NO. 2473, CODE AMENDMENT RELATED TO RESIDENTIAL-AGRICULTURE (R-A) AND SINGLE-FAMILY RESIDENTIAL (R-1) STANDARDS**

It is recommended that the City Council adopt the following Ordinance:

**ORDINANCE NO. 2473 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA APPROVING CODE AMENDMENT NO. 20-04, CODE AMENDMENT RELATED TO RESIDENTIAL-AGRICULTURE (R-A) AND SINGLE-FAMILY RESIDENTIAL (R-1) STANDARD**

## MAYOR/COUNCILMEMBERS REPORTS

AB 1234 Conference and Meeting Report (verbal, if any)
*(In accordance with AB 1234, Councilmembers shall make a brief report or file a written report on any meeting/event/conference attended at City expense.)*

## CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

*(Per City of West Covina Standing Rules 4.f - Requests for reports, studies, or investigations that are not readily available must be placed on the City Council/Successor Agency agenda as items of business and must be approved by a majority of the City Council/Successor Agency Board.)*

## CITY COUNCIL COMMENTS

## ADJOURNMENT

# RULES OF DECORUM

*The following are excerpts from the West Covina Municipal Code:*

Sec. 2-48. Manner of addressing council; time limit; persons addressing may be sworn.

a. Each person addressing the council shall step up to the rostrum, shall give his or her name and city of residence in an audible tone of voice for the record and unless further time is granted by the council, shall limit his or her address to five (5) minutes.
b. The city council may establish a limit on the duration of oral communications.
c. All remarks shall be addressed to the council as a body and not to any member thereof. No person, other than the council and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the council, without the permission of the presiding officer. No question shall be asked of a councilmember except through the presiding officer.
d. The presiding officer may require any person to be sworn as a witness before addressing the council on any subject. Any such person who, having taken an oath that he or she will testify truthfully, willfully and contrary to such oath states as true any material matter which he knows to be false may be held to answer criminally and subject to the penalty prescribed for perjury by the provisions of the Penal Code of the state.

Sec. 2-50. Decorum--Required.

a. While the council is in session, the members shall preserve order and decorum, and a member shall neither, by conversation or otherwise, delay or disrupt the proceedings or the peace of the council nor interrupt any member while speaking or refuse to obey the orders of the council or its presiding officer, except as otherwise herein provided.
b. Members of the public shall not willfully disrupt the meeting or act in a manner that actually impairs the orderly conduct of the meeting. For the purposes of this code, "willfully disrupt" includes, but is not limited to, continuing to do any of the following after being warned by the Mayor that continuing to do so will be a violation of the law:
    a. Addressing the Mayor and City Council without first being recognized.
    b. Persisting in addressing a subject or subjects, other than that before the Mayor and City Council.
    c. Repetitiously addressing the same subject.
    d. Failing to relinquish the podium when directed to do so.
    e. From the audience, interrupting or attempting to interrupt, a speaker, the Mayor, a council member, or a staff member or shouting or attempting to shout over a speaker, the Mayor, a council member or a staff member.
    f. As a speaker, interrupting or attempting to interrupt the Mayor, a council member, or a staff member, or shouting over or attempting to shout over the Mayor, a council member, or a staff member. Nothing in this section or any rules of the council shall be construed to prohibit public criticism of the policies, procedures, programs, or services of the City or of the acts or omissions of the City Council. It shall be unlawful to violate the provisions of this Section.

If any subsection, sentence, clause, or phrase or word of this Section 2-50 is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Section. The City Council hereby declares that it would have passed this section and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses, phrases or words had been declared invalid or unconstitutional.

**Sec. 2-52. Persons authorized to be within council area.**
No person, except city officials, their representatives and members of the news media shall be permitted within the rail in front of the council chamber without the express consent of the council.

***The following are excerpts from the Penal Code***

148(a) (1) Every Person who willfully resists, delays, or obstructs any public officer, peace officer, or an emergency medical technician, as defined in Division 2.5 (commencing with Section 1797) of the Health and Safety code, in the discharge or attempt to discharge any duty of his or her office or employment, when no other punishment is prescribed, shall be punished by a fine not exceeding one thousand dollars ($1,000), or by imprisonment in a county jail not to exceed one year, or by both that fine and imprisonment.

403 Every person who, without authority of law, willfully disturbs or breaks up any assembly or meeting that is not unlawful in its character, other than an assembly or meeting referred to in Section 303 of the Penal Code or Section 18340 of the Elections Code, is guilty of a misdemeanor.

**AGENDA ITEM NO. 1**

# AGENDA STAFF REPORT

**City of West Covina | Office of the City Manager**

**DATE:** October 19, 2021

**TO:** Mayor and City Council

**FROM:** David Carmany
City Manager

**SUBJECT: CONSIDERATION OF APPROVAL OF THE OCTOBER 5, 2021, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES.**

**RECOMMENDATION:**
It is recommended that the City Council approve the October 5, 2021, Regular Session Meeting Minutes.

**DISCUSSION:**
That the City Council adopt the attached minutes.

**Prepared by:** Lisa Sherrick; Assistant City Clerk

**Attachments**

Attachment No.1 - 10/05/2021 Regular Session Minutes Draft

**CITY COUNCIL GOALS & OBJECTIVES:** Enhance the City Image and Effectiveness

# CITY OF WEST COVINA

# CITY COUNCIL/SUCCESSOR AGENCY

OCTOBER 05, 2021, 6:00 PM
REGULAR MEETING

CITY HALL COUNCIL CHAMBERS
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790

**Mayor Letty Lopez-Viado**
**Mayor Pro Tem Dario Castellanos**
**Councilwoman Rosario Diaz**
**Councilmember Brian Tabatabai**
**Councilman Tony Wu**

# MINUTES

**CALL TO ORDER**
A Regular Session Meeting was called to order by Mayor Lopez-Viado on Tuesday, October 05, 2021 at 7:00 p.m., in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California

**INVOCATION**
Led by Matt Chavez from One and All Church West Covina

**PLEDGE OF ALLEGIANCE**
Led by Councilmember Tabatabai

**ROLL CALL**
Present: Council Members Brian Tabatabai, Tony Wu, Rosario Diaz, Mayor Pro Tem Castellanos, Mayor Lopez-Viado.

Council Members
Absent: None

City Staff: David Carmany City Manager, Thomas Duarte City Attorney, Lisa Sherrick Assistant City Clerk; other City staff presented reports and responded to questions as indicated in the minutes.

**REPORTING OUT FROM CLOSED SESSION**
City Attorney Thomas Duarte reported that no reportable action was taken during the Closed Session Meeting.

**CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
   Pursuant to Government Code § 54956(d)(4)
   Property: 350 S. Citrus St. West Covina
   Number of Cases: One (1)

2. CONFERENCE WITH LABOR NEGOTIATORS
   Pursuant to Government Code § 54957.6
   City Negotiators: Carmany, Duarte
   Employee Organizations

   - Confidential Employees
   - Maintenance & Crafts Employees
   - Non-Sworn
   - W.C. Police Officers' Association
   - W.C. Firefighters' Management Assoc.
   - W.C. Firefighters' Association, I.A.F.F., Local 3226
   - General Employees
   - Mid-Management Employees
   - W.C. Police Management Association

   Unrepresented Employee Group

   - Department Heads

**PRESENTATIONS**
- Proclamation for Breast Cancer Awareness Month
- Proclamation for Domestic Violence Awareness Month
- Proclamation for Fire Prevention Week

**ORAL COMMUNICATIONS - Five (5) minutes per speaker**
John Shewmaker

Muntu
Steve Bennett
R. Robinson
Richard J. Koutsky

**CITY MANAGER'S REPORT**
Presentation given by Mr. Carmany.

**CONSENT CALENDAR**
***ACTION: Motion by Councilman Wu, Second by Councilwoman Diaz 5-0 to:*** *Approve Consent Calendar Items 1 and 3*
***ACTION: Motion by Councilman Wu, Second by Councilwoman Diaz 4-1 (No:Tabatabai) to:*** *Approve Consent Calendar Item 2*
***ACTION: Motion by Councilman Wu, Second by Mayor Pro Tem Castellanos 5-0 to:*** *Table Consent Calendar Item 4 to a future Council Meeting (Item 4 was pulled for discussion by Mayor Pro Tem Castellanos)*

**APPROVAL OF MEETING MINUTES**

1) **CONSIDERATION OF APPROVAL OF THE SEPTEMBER 21, 2021, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES, AND THE SEPTEMBER 21, 2021, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES.**

   **Carried 5-0 to:** approve the September 21, 2021, Closed Session Meeting Minutes and the September 21, 2021, Regular Session Meeting Minutes.

**ORDINANCES FOR ADOPTION - Procedural Waiver.** *Waive full reading of each ordinance on the agenda and authorize the approval of each ordinance by title only.*

2) **CONSIDERATION OF SECOND READING AND ADOPTION OF ORDINANCE NO. 2486 AND ORDINANCE NO. 2487 - ZONE CHANGE NO. 21-01 AND CODE AMENDMENT NO. 21-01 (AUTO PLAZA OVERLAY ZONE)**

   **Carried 4-1 (No: Tabatabai) to:** adopt the following ordinances:

   **ORDINANCE NO. 2486 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING ZONE CHANGE NO. 21-01 CREATING THE AUTO PLAZA OVERLAY ZONE**

   **ORDINANCE NO. 2487 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA APPROVING CODE AMENDMENT NO. 21-01, RELATED TO THE AUTO PLAZA OVERLAY ZONE STANDARDS**

**CITY MANAGER'S OFFICE**

**3) CONSIDERATION OF RESOLUTION NO. 2021-99 DETERMINING THERE IS A NEED TO CONTINUE THE LOCAL EMERGENCY**

**Carried 5-0 to:** adopt the following resolution:

**RESOLUTION NO. 2021-99 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING THE NEED TO FURTHER CONTINUE THE LOCAL EMERGENCY PROCLAIMED ON MARCH 16, 2020, AND PREVIOUSLY CONTINUED ON APRIL 7, 2020, MAY 5, 2020, JUNE 2, 2020, JUNE 23, 2020, JULY 21, 2020, AUGUST 18, 2020, SEPTEMBER 15, 2020, OCTOBER 6, 2020, OCTOBER 20, 2020, NOVEMBER 17, 2020, DECEMBER 1, 2020, JANUARY 19, 2021, FEBRUARY 16, 2021, MARCH 16, 2021, APRIL 6, 2021, MAY 4, 2021, JUNE 1,2021, JUNE 15, 2021, JULY 6, 2021, JULY 20, 2021, AUGUST 17, 2021 AND SEPTEMBER 7, 2021**

**PUBLIC SERVICES**

**4) CONSIDERATION OF AMENDMENTS TO MEMORANDUM OF UNDERSTANDING WITH CITIES OF AZUSA, COVINA, DUARTE, AND GLENDORA AND AGREEMENT WITH UNION STATION HOMELESS SERVICES FOR FIVE-CITIES HOMELESSNESS PLANS IMPLEMENTATION GRANT PROJECT**

**This Item was Tabled to a future meeting date.**

It is recommended that the City Council take the following actions:

1. Authorize the City Manager to execute Amendment No. 2 to the Memorandum of Understanding with the member cities of the East San Gabriel Valley Cohort (Cities of Azusa, Covina, Duarte, Glendora and West Covina), in substantially the form as attached and in such final form as approved by the City Attorney;
2. Authorize the City Manager to execute Amendment No. 2 to the agreement with Union Station Homeless Services, in substantially the form as attached and in such final form as approved by the City Attorney; and
3. Adopt the following Resolution:

**RESOLUTION NO. 2021-98 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2021 AND ENDING JUNE 30, 2022 (UNION STATION HOMELESS SERVICES – CASH MATCH)**

**END OF CONSENT CALENDAR**

**MAYOR/COUNCILMEMBERS REPORTS**

None

**CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION**

Councilman Wu has requested that the City look into ways to increase the visibility of City run events to the public.

**CITY COUNCIL COMMENTS**

None

**ADJOURNMENT**

A motion to adjourn the Regular Meeting was made by Mayor Lopez-Viado, and the meeting was adjourned at 8:08 p.m. The next regularly scheduled Regular City Council Meeting will be held on Tuesday, October 19, 2021 at 7:00 p.m. in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California.

Submitted by:

_____

Lisa Sherrick
Assistant City Clerk

_____

Letty Lopez-Viado
Mayor

DRAFT

**AGENDA ITEM NO. 2**

# AGENDA STAFF REPORT

**City of West Covina | Office of the City Manager**

**DATE:** October 19, 2021

**TO:** Mayor and City Council

**FROM:** David Carmany
City Manager

**SUBJECT: CONSIDERATION OF AGREEMENT WITH SAN GABRIEL VALLEY CONSERVATION CORPS FOR JOB TRAINING AND COMMUNITY BEAUTIFICATION**

**RECOMMENDATION:**

It is recommended that the City Council authorize the City Manager to negotiate and execute a Cooperative Agreement between the City of West Covina and the San Gabriel Valley Conservation and Services Corps., in substantially the form as attached and in such final form as approved by the City Attorney.

**BACKGROUND:**

The San Gabriel Valley Conservation Corps (SGVCC) is a 501(c)(3) non-profit organization that provides job-readiness training, barrier assistance removal, leadership mentoring, communication and life skills to assist youth to become successful members of society.

SGVCC's mission is to develop and transform disadvantaged youth ages 18-26 in the San Gabriel Valley by providing academic, vocational and leadership development while also employing them to provide services to improve their communities and natural environment. SGVCC participants work in crews to rebuild or revitalize blighted areas of their communities. SGVCC has proposed to provide beautification services within the City of West Covina as part of its job training program.

**DISCUSSION:**

Pursuant to the proposed Cooperative Agreement, SGVCC will provide beautification services within the City utilizing SGVCC corpsmembers in order to provide job training services. Designs for the median beautification work will be as proposed by SGVCC and approved by the City, as detailed in SGVCC's proposal (Exhibit A to Attachment 1). The beautification services will be provided in accordance with the plant palettes recommended by the City's consultant, J.R. Engineering & Land Development, LLC (Exhibit B to Attachment 1).

The City will pay for costs, including labor, material and supply costs, in connection with the beautification and job training services. The City's maximum payment obligation pursuant to the proposed Cooperative Agreement is $1.5 million.

**LEGAL REVIEW:**

The City Attorney's Office has reviewed the agreement and approved it as to form.

**OPTIONS:**

The City Council has the following options:

1. Adopt staff's recommendation;
2. Provide alternative direction.

**Prepared by:** Mike Cresap, Public Services Superintendent

**Additional Approval:** Mir Fattahi, Director of Public Works

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## Fiscal Impact

**FISCAL IMPACT:**

The City budgeted funds in its Fiscal Year 2021-2022 Capital Improvement Program budget (Fund 179) for jobs training and creating (Project No. 22012) utilizing the Coronavirus Local Fiscal Recovery Fund established under the American Rescue Plan Act. Assistance to Unemployed Workers, including job training, is an eligible use of the Coronavirus Local Fiscal Recovery Fund. Additionally, the Interim Final Rule encourages recipients to aid non-profits in communities impacted by the pandemic.

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## Attachments

Attachment No. 1 - Agreement with SGV Conservation Corps.

**CITY COUNCIL GOALS & OBJECTIVES:** Maintain and Enhance City Facilities and Infrastructure
Enhance the City Image and Effectiveness
Respond to the Global COVID-19 Pandemic

**COOPERATIVE AGREEMENT**
**BETWEEN**
**CITY OF WEST COVINA**
**AND**
**SAN GABRIEL VALLEY CONSERVATION AND SERVICES CORPS.**

THIS COOPERATIVE AGREEMENT is made and entered into this 19th day of October, 2021 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and SAN GABRIEL VALLEY CONSERVATION AND SERVICES CORPS., a California non-profit corporation ("SGVCC").

WHEREAS, SGVCC is a 501(c)(3) non-profit organization that provides job-readiness training, barrier assistance removal, leadership mentoring, communication and life skills to assist youth to become successful members of society; and

WHEREAS, SGVCC's mission is to develop and transform disadvantaged youth ages 18-26 in the San Gabriel Valley by providing academic, vocational and leadership development while also employing them to provide services to improve their communities and natural environment; and

WHEREAS, SGVCC participants work in crews to rebuild or revitalize blighted areas of their communities; and

WHEREAS, SGVCC has proposed to provide beautification services within the City of West Covina as part of its job training program; and

WHEREAS, City supports SGVCC's mission; and

WHEREAS, the City budgeted funds in its Fiscal Year 2021-2022 Capital Improvement Program budget for jobs training and creating utilizing the Coronavirus Local Fiscal Recovery Fund established under the American Rescue Plan Act; and

WHEREAS, Assistance to Unemployed Workers, including job training, for individuals who want and are available for work, is an eligible use of the Coronavirus Local Fiscal Recovery Fund; and

WHEREAS, the Secretary of the Treasury's Interim Final Rule to implement the Coronavirus Local Fiscal Recovery Fund encourages recipients to provide assistance to non-profits in communities most disproportionately impacted by the pandemic; and

WHEREAS, City and SGVCC agree that it would be to their mutual advantage and the public benefit to join together to accomplish the beautification services set forth herein through SGVCC's job training program; and

WHEREAS, City and SGVCC desire to set forth their rights, duties and liabilities in connection with the services to be performed.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

## 1.0. RESPONSIBILITIES OF SGVCC

SGVCC agrees to:

(a) Provide beautification services within the City utilizing SGVCC corpsmembers in order to provide job training services, as described in SGVCC's Proposal, attached hereto as Exhibit "A" and incorporated herein.

(b) Utilize plant palettes recommended by City's consultant, as described in Exhibit "B," attached hereto and incorporated herein.

(c) Implement beautification services in accordance with the designs set forth in Exhibit A.

(d) Provide all labor, equipment, materials and supervision necessary to provide the services.

(e) Provide services and materials in accordance with the Budget Proposal set forth in Exhibit A. SGVCC acknowledges and agrees that SGVCC shall not incur costs beyond those set forth in the Budget Proposal without the City Manager's prior written approval.

(f) Submit monthly invoices to the City with supporting documentation. Invoices shall describe in detail the services performed, the date of performance, and the associated time for completion, and costs for materials as detailed in the Budget Proposal set forth in Exhibit A. SGVCC shall attach true copies of receipts and documentation evidencing costs incurred.

(g) Perform all the work to the complete satisfaction of the City. Evaluations of the work will be conducted by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

    (i) Meet with SGVCC to review the quality of the work and resolve the matters of concern;

    (ii) Require SGVCC to repeat the work at no additional fee until it is satisfactory; and/or

    (iii) Terminate the Agreement as hereinafter set forth.

(h) Comply with all applicable federal and state employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other federal, state and local laws and ordinances applicable to the services required under this Agreement. SGVCC shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of SGVCC's performance under this Agreement.

(i) Cooperate with City to carry out the objectives of this Agreement.

## 2.0. RESPONSIBILITIES OF CITY

City agrees to:

(a) Pay for all costs, including, but not limited to, labor, material and supply costs as set forth in the Budget Proposal approved by City, as set forth in Exhibit A.

(b) Pay monthly invoices submitted by SGVCC within forty-five (45) days.

(c) Cooperate with SGVCC to carry out the objectives of this Agreement.

## 3.0. MAXIMUM OBLIGATION

City and SGVCC agree that City's maximum cumulative payment obligation under this Agreement shall be One Million Five Hundred Thousand Dollars ($1,500,000.00), unless otherwise agreed to by City and SGVCC and memorialized in an amendment to this Agreement.

## 4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on October 18, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to SGVCC. In the event of such termination, SGVCC shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

## 5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. SGVCC shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company authorized to do business in California, with a current A.M. Best's rating of no less than A:VII, and approved by City:

(a) Broad-form commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than Two Million Dollars ($2,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(b) Business automobile liability for owned vehicles, hired, and non-owned

vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per accident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. SGVCC agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by SGVCC for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By execution of this Agreement, SGVCC certifies as follows:

> I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The SGVCC shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of SGVCC to comply with this section.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence or claim, and Two Million Dollars ($2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of the work set forth herein. SGVCC shall obtain and maintain said E&O liability insurance during the life of this Agreement and for five (5) years after completion of the work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, SGVCC shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

If SGVCC maintains higher limits or has broader coverage than the minimums shown above, the City requires and shall be entitled to all coverage, and to the higher limits maintained by SGVCC. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

5.2. Endorsements. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of SGVCC pursuant to its contract with the City; products and completed operations of SGVCC; premises owned, occupied or used by SGVCC; automobiles owned, leased, hired, or borrowed by SGVCC.

(b) Notice of Cancelation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

(c) Primary Coverage: SGVCC's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.

(d) Waiver of Subrogation: SGVCC hereby grants to City a waiver of any right to subrogation which any insurer of said SGVCC may acquire against the City by virtue of the payment of any loss under such insurance. SGVCC agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.

(f) Coverage Applies Separately: SGVCC's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. The City may require SGVCC to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

5.4. Certificates of Insurance. SGVCC shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement.

## 6.0. PREVAILING WAGES

SGVCC represents and warrants that SGVCC is a "Community Conservation Corps" within the meaning of Public Resources Code section 14507.5 and has been certified as such by the California Conservation Corps. Accordingly, SGVCC is not subject to prevailing wage requirements pursuant to Labor Code section 1720.4(c). SGVCC shall maintain its certification as a "Community Conservation Corps" during the term of this Agreement and advise City of any changes to such certification.

## 7.0. GENERAL PROVISIONS

7.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.

7.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

SGVCC shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of SGVCC called for by this Agreement, except as otherwise expressly provided in this Agreement.

7.3. Project Managers. City designates Mir Fattahi as its Project Manager to work directly with SGVCC in the performance of this Agreement.

SGVCC shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. SGVCC or its Project Manager shall attend and assist in all coordination meetings called by City.

7.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by Email; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

San Gabriel Valley Conservation Corps.
10900 Mulhall Street
El Monte, CA 91731
Tel: (626) 655-0015
Email: exec@sgvcorps.org
Attn: Norma Quiñones

IF TO CITY:

City of West Covina
1444 West Garvey Ave. South
West Covina, CA 91790
Tel: (626) 939-8401
Email: dcarmany@westcovina.org
Attn: David Carmany

7.5. Non-discrimination. In performing this Agreement, SGVCC shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical or mental disability, medical condition, genetic information, pregnancy, marital status, sex, gender, gender identity, gender expression, sexual orientation, or military or veteran status, except as permitted pursuant to Section 12940 of the Government Code.

7.6. Non-Exclusive Agreement. SGVCC acknowledges that City may enter into agreements with other contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

7.7. Public Records Act Disclosure. SGVCC has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by SGVCC, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq*.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in California Government Code Section 6254.7, and of which SGVCC informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

7.8. Attorneys' Fees. If litigation is brought by any party in connection with this Agreement against another party, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

7.9. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

7.10. Assignment. SGVCC shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of SGVCC's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release SGVCC of SGVCC's obligation to perform all other obligations to be performed by SGVCC hereunder for the term of this Agreement.

7.11. Indemnification and Hold Harmless. SGVCC agrees to defend, with counsel of City's choosing, indemnify, and hold harmless the City, its elected and appointed officials, officers, agents and employees, at SGVCC's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of SGVCC, its employees,

and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by SGVCC, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of SGVCC, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by SGVCC, its employees, and/or authorized subcontractors under this Agreement, whether or not SGVCC, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, SGVCC shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or SGVCC's Proposal, which shall be of no force and effect.

7.12. Independent Contractor. SGVCC is and shall be acting at all times as an independent contractor and not as an employee of City. SGVCC shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of SGVCC or any of SGVCC's employees, except as set forth in this Agreement. SGVCC shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. SGVCC shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for SGVCC and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. SGVCC shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. SGVCC further agrees to indemnify and hold City harmless from any failure of SGVCC to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to SGVCC under this Agreement any amount due to City from SGVCC as a result of SGVCC's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

7.13. PERS Eligibility Indemnification. In the event that SGVCC or any employee, agent, or subcontractor of SGVCC providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, SGVCC shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of SGVCC or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, SGVCC and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

7.14. Cooperation. In the event any claim or action is brought against City relating to SGVCC's performance or services rendered under this Agreement, SGVCC shall render any reasonable assistance and cooperation which City might require.

7.15. Conflict of Interest. SGVCC and its officers, employees, associates and subcontractor, if any, will comply with all conflict of interest statutes of the State of California applicable to SGVCC's services under this agreement, including, but not limited to, the Political Reform Act of 1974 (Government Code Section 81000, *et seq*.) and Government Code Sections 1090-1092. SGVCC covenants that none of SGVCC's officers or principals have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of the services hereunder, including in any manner in violation of the Political Reform Act. SGVCC further covenants that in the performance of this Agreement, no person having such interest shall be used by SGVCC as an officer, employee, agent, or subcontractor. SGVCC further covenants that SGVCC has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City and further covenants and agrees that SGVCC and/or its subcontractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City prior to the completion of the work under this Agreement.

7.16. Prohibited Employment. SGVCC will not employ any regular employee of City while this Agreement is in effect.

7.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

7.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

7.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and SGVCC and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

7.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

7.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party

by virtue of the authorship of any of the provisions of this Agreement.

7.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

7.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

7.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

7.25. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

7.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement, provided, however, that City's approval is subject to ratification by its City Council.

7.27. Taxpayer Identification Number. SGVCC shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W9, as issued by the Internal Revenue Service.

7.28. Records and Audits. Records of SGVCC's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after the termination or expiration of this Agreement.

[SIGNATURE PAGE FOLLOWS.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
David Carmany
City Manager

CONTRACTOR

_____ Date: _____
Norma Quiñones
Executive Director

ATTEST:

_____
Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Helen Tran
Human Resources and Risk Management
Director

# EXHIBIT A

# CONSULTANT'S PROPOSAL

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# (10/12/21)
# West Covina Median Beautification Project
# San Gabriel Valley Conservation Corps (SGVCC)
# Proposal

## WORKFORCE DEVELOPMENT THROUGH CONSERVATION

The mission of the San Gabriel Valley Conservation Corps (SGVCC) is to develop and transform disadvantaged youth in the San Gabriel Valley by providing academic, vocational, and leadership development. SGVCC is an intensive training program that helps disadvantaged youth develop the motivation, self-confidence, work skills and education necessary to take advantage of opportunities to success in life. Established in 2001, SGVCC programming provides an opportunity for youth to learn technical and environmental skills and employment techniques that will help them succeed in their endeavors. The SGVCC is a 501 c 3 private non-profit organization that supports its programming through work-based experiences for Corpsmembers. As a job training program with a earn-and-learn model we provide supportive services needed to help our Corpsmembers be present and be ready to work everyday. Supportive services can include; uniforms, transportation vouchers, mental and physical health needs, child care assistance, etc. Generally, we provide referrals or in-kind services, but on a case-by-case basis we may need to provide additional resources to help reduce barriers to employment.

Corpsmembers earn industry recognized certifications that will assist them in finding future employment. We hope to employ up to 30 Corpsmembers on the Central Medians West Covina Project. Certifications will include: First Aid/ CPR, OSHA 10, plant identification, tree care, pruning, construction, and reading blue prints over the course of this contract (40 weeks). They will also be trained to use the hand tools, work in traffic conditions. Guided by adult leaders, who serve as mentors, role models, technical trainers and supervisors, SGVCC staff provide on the job training in landscape construction, urban design, tree care and conservation. With the assistance of a new Junior Designer who specializes in botany and horticulture and AutoCad--- SGVCC will once again upgrade its training for Corpsmembers and enrich the experience and the quality of our work.

**Design-Build**

Over the past 8 years, our corps has developed adult work crews, and specialized landscape design in watershed rehabilitation. We strive to increase the level of training and specialization for on the job training in the field of landscape design and construction; we specialize in parks and highways. Designing landscapes in-house, gives us the opportunity to recruit and train and

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hire and manage inter-disciplinary teams of environmental design professionals and corps members and to provide cost effective landscape design build services for municipalities. For this job, we will produce construction documents, supervise and train male and female Corpsmembers 18-26 and teach them to work in crews to design, plant, build, establish and maintain sustainable public landscapes across your City.

## Scope of Work: Center Medians Project, City of West Covina

The San Gabriel Valley Conservation Corps will provide professional staff including an Urban Designer, Supervising Urban Planner, part-time Operations Director, Crew supervisors and Corpsmembers. All crews will be divided into (6) person work crews to plant and install drought tolerant plants, succulents; remove unwanted plants, prune existing vegetation, water and establish median plants and provide tree care, as recommended in the JR Engineering and Land Development, LLC report (7/30/2021) on the Citywide Center-Medians Improvement Project commencing November 1, with completion by July 1, 2021. (Attachment I).

The general scope of work is comprised of the following areas which includes but is not limited to: design, labor, equipment, materials, personnel costs and indirect services to house Corpsmembers and provide for their transportation to and from the work site, and to supervise re-construction of planted areas of 7 major center medians (with a total of 86 planted areas). (Attachment II shows seven avenues covered by this scope of work).

In order to begin on 11/01/2021, equipment, supplies and other expenses will need to be purchased. SGVCC, would like to request an advancement in the amount of $429,062. This amount will cover the first two months of our costs including design, equipment, and services which will need to be purchased within weeks of starting the project. In addition, the two months of personnel expenses so that the agency may continue to pay our employees on a bi-weekly basis without any interruptions due to city reimbursement protocols.

**TASKS:**

**I. DESIGN**

A. The West Covina Median Beautification Project is made up of 7 major citywide Avenues, with a total of 86 planting areas in center medians that requires planting plans on design sheets.

B. Seven samples were presented to a working group on October 5, 2021 (See Attachment III).

C. 86 Design sheets needed in digital and printed at (24x36) the distribution is:

1. Azusa Center Median -23 planting areas; 23 sheets;
2. Glendora Center Median-10 planting areas; 10 sheets; a
3. Amar (23 planting areas), 23 sheets;

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4. Sunset Avenue-17 planting areas), 17 sheets;
5. Grand Avenue (9 planting areas), 9 sheets;
6. West Covina Parkway Center Medians (2 planting areas) 2 sheets;
7. Vincent Avenue Center Median-10 planting areas; 10 sheets.

D. **Corpsmember Blueprints Training #1:** HOW TO READ Auto-cad blueprints in the field?

*E. Additive alternate: fix broken lights on medians, add colored lighting elements and /or install small aluminum street signs along the Avenues at borders. (TBD-subject to approval of Director of Public Works and SGVCC's Executive Director)*

## II. CONSTRUCTION

A. Construction Management: Project Manager, Director of Operations and Junior Designer will meet weekly to ensure coordination between design, materials and scheduling demolition, plant removal and installation by work crews. We will establish work routes, traffic safety recommendations.

**a. Pre-construction:**

1. Purchasing, scheduling, setting up protocols, recruiting, hiring and training. Program Manager will initiate a purchase order system and keep track of records.
2. Establish communication and assign tasks to SGVCC Corp crews.

**b. Site Preparation Phase:**

1. **Corpsmember Traffic Safety Training #2**
   a. Creating safety barriers with traffic cones.
2. Siting, selecting and purchasing plants.
3. Weed & brush abatement, vegetation removal (deemed by the City to be removed), disposal of all collected materials**.**
   a. **Corpsmember Training #3:** Plant Removal: Plant ID, Tree Care, Pruning, installing tree guards.

**c. Installation Phase:**

1. Install new plants.
2. Add soil amendment (2 inches of topsoil).
3. Install tree guards.

## III. ESTABLISHMENT PERIOD:

A. **Corpsmember Training #4: watering drought tolerant plans and succulents**

a. Establishment period will include 2 weeks of inspections, watering and adjustments on the 86 planting areas in medians as needed.
b. Additional watering on a monthly basis is strongly recommended for the first year after installation. This is currently not in the project budget.

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**Timeline/Staffing:**
The project timeline is based on 40 weeks, and 1600 hours. See Project Budget. But since this requires demolition to begin by end of October, we are estimating it might take us an additional 2 months at the end of Spring, to complete all work (We estimate a 10% contingency if we run late or short of time or materials). We plan to complete all work in ten months from start date: November 1, 2021---end of August, 2022. Staffing plan in the Budget shows: hire a crew of 30 (over the course of the project) who works in groups of five, with three supervisors at this time.

**Project Management Team:**
Our Director of Operations, Rene Jimenez is assigned to this project. He will help budget, recruit and train a maximum of three (3) 6-people crews with 3 supervisors by January 2012. Ideally once we complete all design sheets, we will run two to three work crews at the same time, possibly each working on their own median. Rene will establish and oversee protocols of construction, design, and maintenance crews and logistics.

The SGVCC is bringing on Selena Rivera full-time as Junior Designer and Corps Trainer. She is a recent graduate of Cal Poly Pomona with a degree in Landscape Architecture. She supported her education through her work as an educator at the South Coast Botanical Gardens in Palos Verdes. She will work closely with Rene and Corps Supervisors at transitional moments along the design, construction and maintenance timeline.

SGVCC is contracting with Dr. Carrie Sutkin as Project Manager, who comes with 10 years of experience working with the Los Angeles Conservation Corps and the San Gabriel Valley Conservation Corps (2010-2013). She has worked with youth work crews and in similar types of non-profit design-build studios (Northeast Trees). Sutkin has over 20 years of experience managing construction in the public right of ways.

**Establishment/Maintenance**:
In conjunction with planting in medians, SGVCC will provide watering and plant establishment for an additional two weeks for work to complete 86 planting areas along seven major center medians of seven avenues of West Covina:

1. **Azusa Avenue (23 planting areas)**
2. **Glendora Avenue (10 planting areas)**
3. **Amar Avenue (15 planting areas)**
4. **Sunset Avenue (17 planting areas)**
5. **Grand Avenue (9 planting areas)**
6. **West Covina Parkway (2 planting areas)**
7. **Vincent Avenue (10 planting areas)**

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Please call if you have any questions (626) 251-6443. Thank you for your time.

Sincerely,

Norma Quinones, Executive Director, San Gabriel Valley Conservation Corps

Attachment I: Proposed Budget
Attachment II: City wide Avenues Map
Attachment III: Seven types of median designs

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## West Covina Median Beautification Project
## San Gabriel Valley Conservation Corps
## Budget Proposal (10/12/2021)

| | | | | |
|---|---|---|---|---|
| **Personnel Expenses** | | | | |
| | **Quantity** | **Hourly Rate** | **Hours** | **Total** |
| Director of Operations | 1 | 50.00 | 925 | 46,250 |
| Field Supervisors | 3 | 19.00 | 4,800 | 91,200 |
| Corpsmembers - Crew Size | 15 | 14.25 | 24,000 | 342,000 |
| Junior Designer/Corps Trainer | 1 | 25.00 | 1,700 | 42,500 |
| | **Total** | | | **521,950** |
| Fringe Benefits (workers comp, payroll taxes) | 24% | | | 125,268 |
| | | | | **$647,218** |
| | | | | |
| Project Manager | 1 | 50.00 | 1,000 | **50,000** |
| | | | | |
| **Personnel Expenses** | | | | **$697,218** |
| **Corpsmember Expenses** | | | | |
| Corpsmembers support services | 30 | | 700 | 21,000 |
| Uniform- steel toed boots, sun hat, rain poncho, safety vest, two shirts, pants, goggles | 30 | | 342 | 10,260 |
| Training - OSHA 10, CPR/First Aid | 30 | | 160 | 4,800 |
| Training - Auto CAD, Computer Aided Design | | | | In-Kind |
| Training - Plant ID, Tree Care, Pruning, Tools, Removal of Plants and Native & Succulents | | | | In-Kind |
| **Corpsmember Expenses** | | | | **$36,060** |
| **Materials Expense** | | | | |
| | **Quantity** | | **Price** | **Total** |
| Soil | 300 | | 450 | 135,000 |
| Plants - 15 gallon | 450 | | 55 | 24,750 |
| Plants- 5 gallon | 2,000 | | 22 | 44,000 |
| Plants- 1 gallon | 3,000 | | 9 | 25,500 |
| Weed Whackers | 6 | | 835 | 5,010 |
| Water Tank (150 gal.) | 2 | | 2,250 | 4,500 |
| Rhino and Autocad software subscriptions | 2 | | 2,000 | 4,000 |
| Tree guards | 125 | | 13 | 1,563 |
| Auger | 2 | | 750 | 1,500 |
| Safety Equipment - Signs, Cones, First Aid | | | | 1,762 |
| Tools for site prep, grubbing, demolishing and installation | | | | 2,757 |
| Blueprints (1 sheet per median) | 86 | | 24 | 2,064 |
| Service for two way radio | 4 | | 288 | 1,152 |
| **Materials Expense** | | | | **253,558** |
| **Other Equipment** | | | | |
| Computer for autocad station, graphics card, two monitors, extra memory | 1 | | 3,019 | 3,019 |
| Color printer with toner | 1 | | 500 | 500 |
| Two-way radio | 4 | | 380 | 1,520 |
| **Other Equipment** | | | | **5,039** |
| **Personnel & Corpsmember Expenses** | | | | **733,278** |
| **Materials & Other Equipment** | | | | **258,597** |
| | | | | |
| **Total Before Indirect & Contingency** | | | | **$991,875** |
| | | | | |
| Contingency | 10% | | | **95,078** |
| Indirect | 10% | | | **99,187** |
| **Grand Total** | | | | **$1,186,140** |
| | | | | |
| **Advancement Request to cover the costs of design equipment and services plus 2 months of personnel expenses | | **289,618** | **139,444** | **$ 429,062** |

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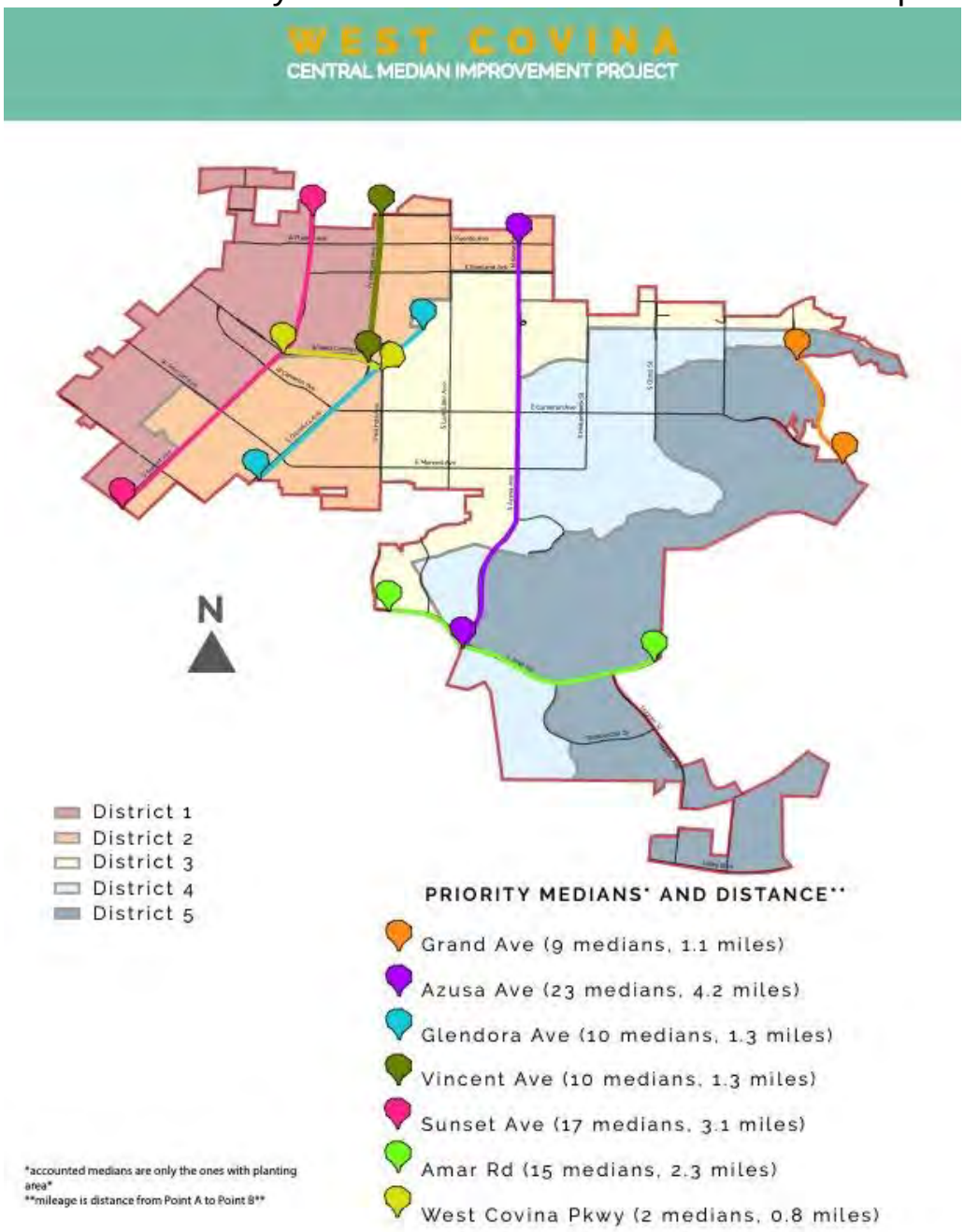
# Attachment II: City West Covina Center Median Street Map



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# Attachment III: Seven Center Median Designs

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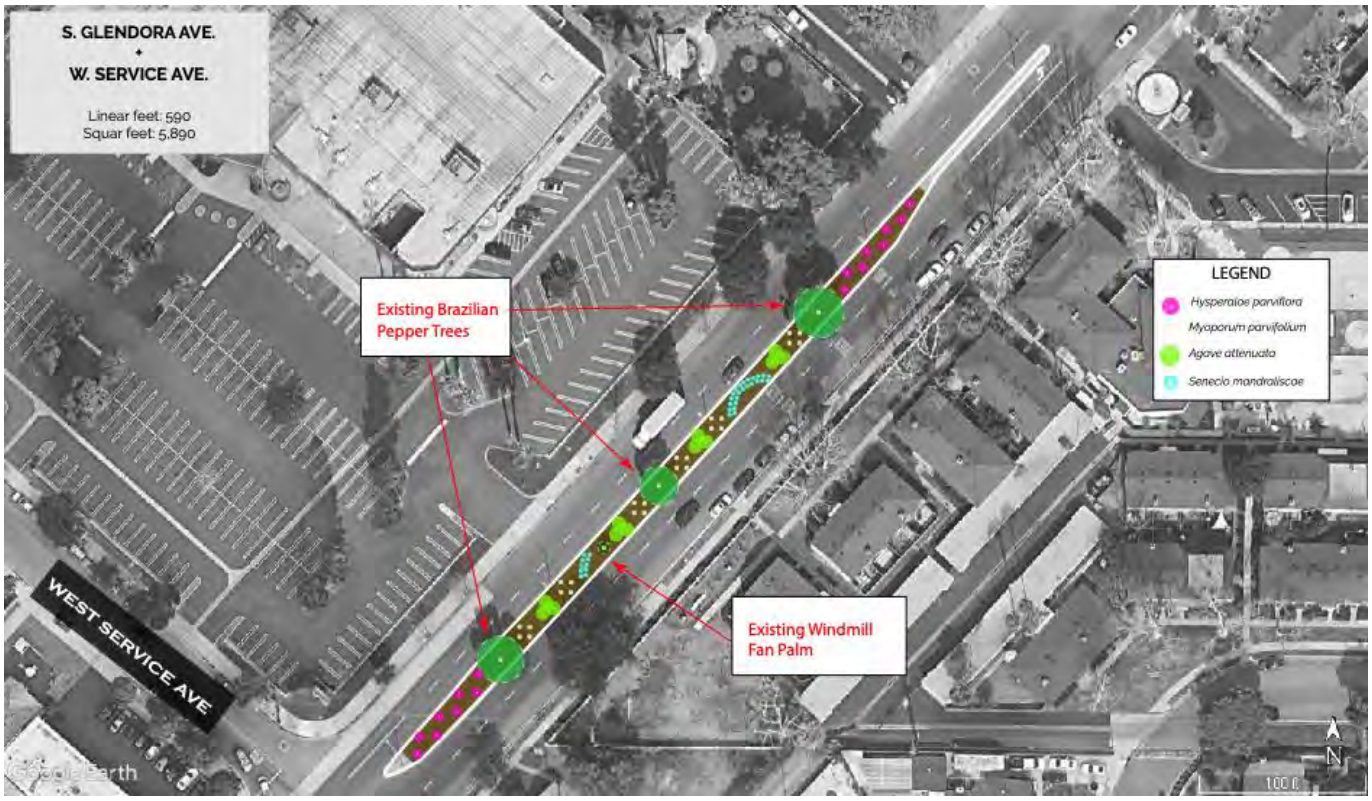

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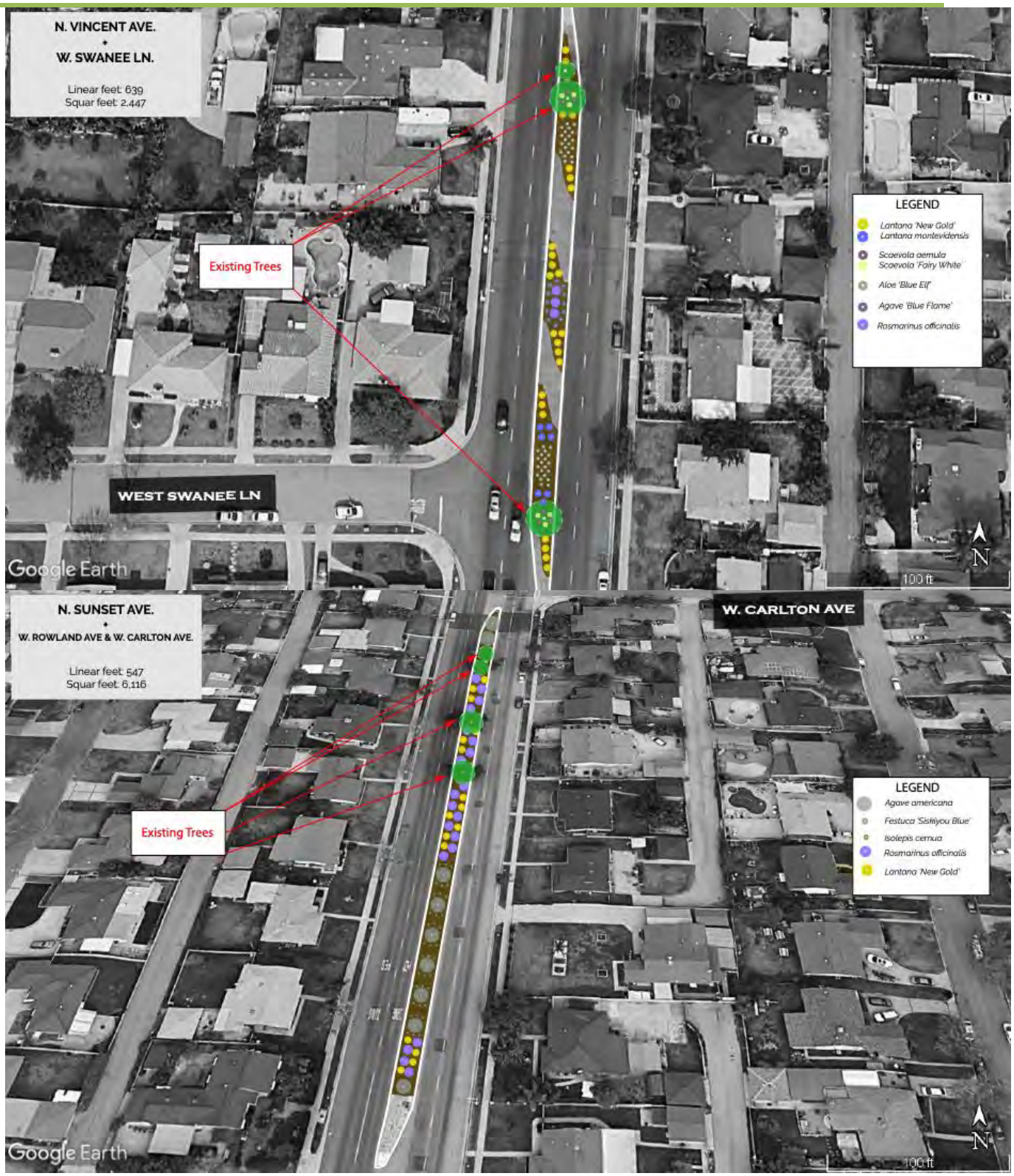

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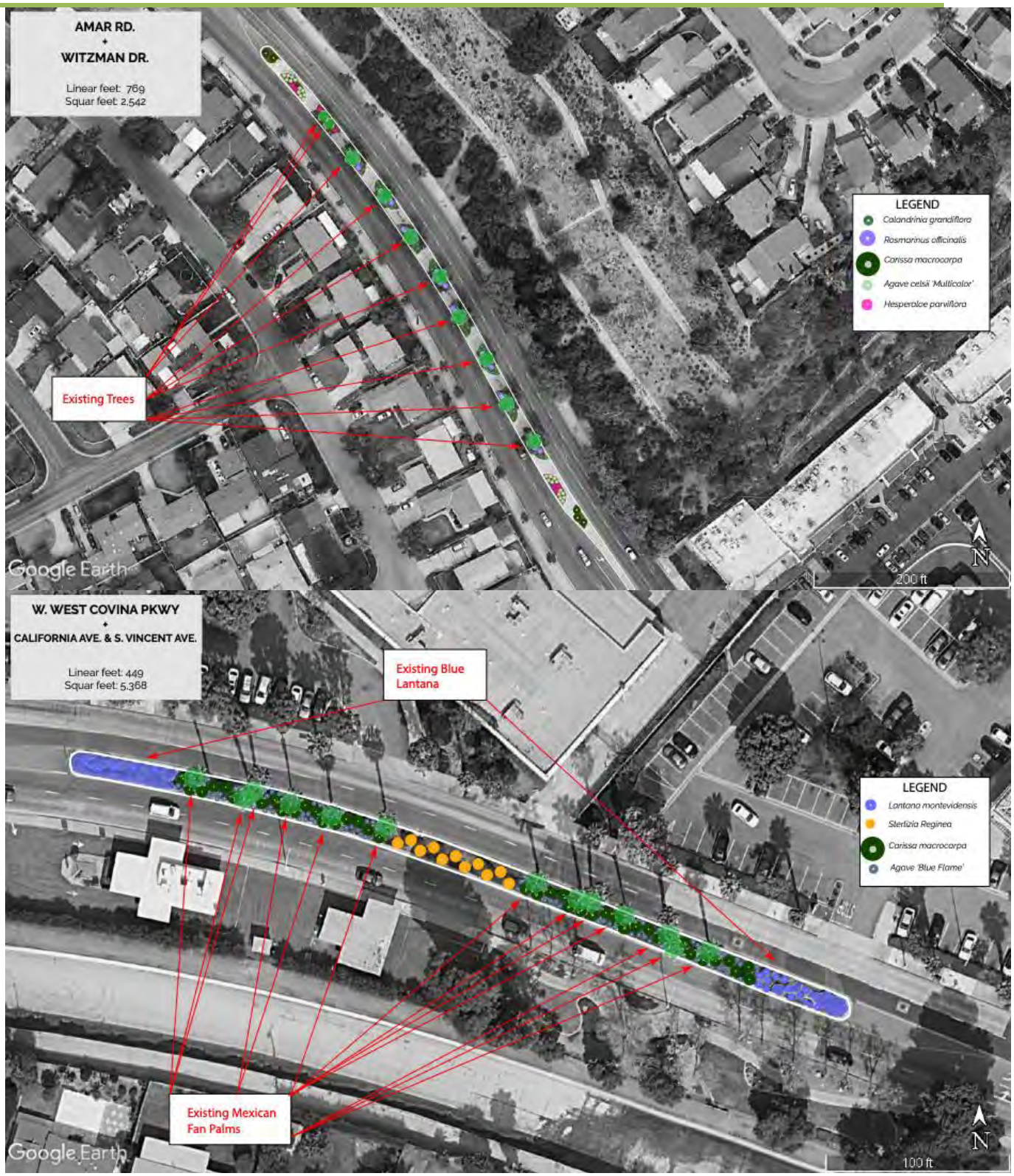


# EXHIBIT B

# PLANT PALETTES

*J.R. ENGINEERING & LAND DEVELOPMENT, LLC*
*P. O. Box 16, Tustin, CA 92781*

**July 30, 2021**

# Citywide Center-Medians Improvement Project

City of West Covina, California
Public Works Dept.
Re: City street's medians planting using drought tolerant plants

Dear City Representative:

J R Engineering & Land Development, LLC (JRE) has reviewed the City streets plans and walked the streets of West Covina to determine the medians existing condition, and to recommend drought tolerant plants added to complement the existing plants; or replaced them all together.

Each median is located, measured & recorded. The existing plants size, species' names, and overall condition of the plants in each center median is also recorded.
Some of the existing plants that are compatible with the newly added ones, are kept in place and not removed. Every effort has been made to select California native & drought tolerant plants per the City's request.
The actual number of plants will be determined at the field, as a second phase/step, before RFP or Request For Bid (RFB) are sent out.
All newly installed plants need to be watered daily until the plant is "established".
Normally it takes 2-3 weeks to get established, depending on the plant. Water can be cut down after the plant is established. Watering in a regular daily schedule is essential to the growth and plants establishment.
The following recommendations are made to help beautify the center medians of West Covina's streets! Each street median is listed from one street crossing, where the median(s) starts to the next crossing. Some streets may have only one long median, others may have more than one.
Please see the recommended plant's name, size; and a picture showing what the plant looks like.
Center medians with existing hardscape; such as: Stamped Concrete, Cobblestone, Paving stone, Decomposed Granite, Colored concrete, etc.) are not listed in this report.

Only medians with existing plants, and the ones with bare grounds, having no plants what so ever; are addressed in this report.
Please see the recommended plant's name, size; and a picture showing what they look like.

Chondropetalum Tectorum
5 Gallon

1 Gallon Bougainvillea
"Pixie Queen Dwarf"

Myoporum parvifolium
Flats - Ground Cover

Agave Celsii multi-color
15 Gallon

Carissa Macrocarpa
1 Gallon

Dianella Tasmanica
5 Gallon

Blue Chalk Sticks - 4" pots
Flats or Colorpacks

Agave geminiflora
15 Gallon

Artichoke Agave, Agave parryii
15 Gallon

Aloe “Blue Elf” (flowers)

“Blue Elf” (plant)
5 Gallon

Isolepis Cernua(Fiber Optics Grass)
1 Gallon

Agave Americana Varigata
15 Gallon

Siskiyou Blue Fescue Grass
1 Gallon

Agave Blue Flame
5 Gallon

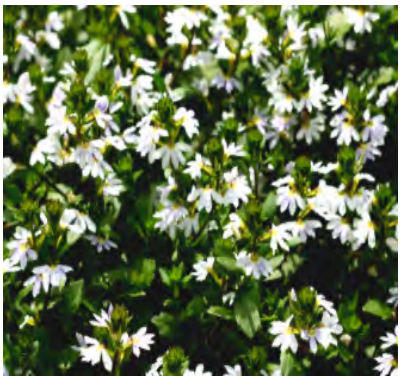
Hesperaloe parviflora
5 Gallon
Plant in a row 3 ft. apart

Calandrinia Grandiflora
5 Gallon
Plant near sidewalks & pedestrians
In a colony

Agave geminiflora
15 Gallon

Scaevola Aemula
1 Gallon
Flats with 16 (4”)
Plant @ 12” apart

Agave Attenuata, Fox Tail Agave
5 Gallon & 15 Gallon



Scaevola Fairy White
1 Gallon
or 4” Flats
Plant @ 12” apart

Lantana Blue Trailing
1 Gallon

Lantana Yellow
1 Gallon

Rosmarinus officinalis
1 Gallon

Existing plants are not shown above.
Street names are in no particular order, they are selected randomly.
However, crossings of a street/avenue are listed in order of first crossing to last, for that particular street.

## Grand Ave. Medians

From **Hillside Dr.** To **Virginia Ave**.

Hillside Dr. is the City of West Covina’s boarder with City of Walnut.

### Recommendations:

**Remove** existing: Hemerocallis (Day Lilly),
Agapanthus Africanos (Lilly of the Nile),

Cistus (Rock Rose).

**Keep:** Pyracantha bushes.
Prune Pyracanthas' and keep in place.

**Plant list to be installed/planted:**
Please refer to the first part of this report to see the designated pictures and plants' sizes.
Agave Attenuata, Fox Tail Agave
Hesperaloe parviflora
Agave geminiflora
Agave Celsii multi-color,
Agave Americana Varigata
Chondropetalum Tectorum
Dianella Tasmanica Plant two rows in triangular pattern.
Triangular pattern: X X X
X X
Siskiyou Blue Fescue Grass
Scaevola Fairy White
Myoporum parvifolium
From **Cortez St.** to **Lorencito St.**
Install 1 Gallon Lantana in the two small medians
One median to have yellow Lantana, the other blue.

## Azusa Ave. Medians

From **E. Amar Road** To **Puente Ave.**

## Recommendations:

**Remove:** All plants and shrubs are to be removed with the exception of the following plants;
**Keep:** Nandina Domestica
Rosmarinus officinalis, Trailing Rosmary
Pyracantha
Abelia bushes: Trim & maintain the existing shapes.
Gazenia Ground Cover (G. C.)

**Plants list to be installed:**
Agave- Blue Flame
Agave Attenuata, Fox Tail Agave
Phormium Tenax 'Evening Glow'

Rosmarinus officinalis 'Lockwood de Forest' Trailing Rosemary
Hesperaloe parviflora
Calandrinia Grandiflora
Bougainvillea “Pixie Queen Dwarf”
Bougainvillea must be topped off and maintained to keep the height to be no more than 18” to 24” high, in order to give drivers more visibility.

## Glendora Ave. Medians

From **Michelle St.** To **E. Garvey Ave. South**

Most of medians are bare. Dirt is showing with a few occasional trees planted at random.
Most trees planted have invasive roots which has caused damages to the concrete curbs and AC pavement. Parts of the medians needs to be demolished and re-done.

### Recommendations:

**Remove** all pine bushes and shrubs.
**Keep** all the existing Bougainvilleas.

**Plants list to be installed:**
Carissa Macrocarpa
Agave Blue Flame
Aloe “Blue Elf”
Blue Chalk Sticks
Agave Attenueta
Myoporum Parvifolium
Hesperaloe parviflora
Calandrinia Grandiflora

The existing median’s landscape from **Dalewood** to **Lakes Dr.** On Glendora Ave;
is in great condition.. Existing plants are already drought tolerant and look fine.
The D.G. path with smooth meandering curves look .
All existing landscaping should be kept as they are.
No need to remove or add any plants.

## Vincent Ave. Medians

From **West Covina Parkway** to **Badillo St.**

There are no existing plants in this part of the street.
However, There are small patches of planting area in between stamped concrete & rock centerpieces.
We will address the small planting areas and the base of the existing trees.
Approximately 75% of the medians are concrete paved, the remaining 25% is left out for planting.
Nothing will need to be removed.
Please plant Scaevola Aemula & Scaevola Fairy White at the base of existing trees.

**Plants list to be installed**
Aloe "Blue Elf"
Lantana Blue Trailing
Lantana Yellow Trailing
Rosmarinus Officinalis
Scaevola Amula
Agave Blue Flame
Bougainvillea Pixie Queen Dwarf
Scaevola Aemula

## Sunset Ave. Medians

From **Fairgrove Ave** to **Badillo St.**

During our walk thru, major stamped concrete cracks were observed. Concrete has been raised and displaced, perhaps due to the aggressive root structure of Malleluca trees.
Malleluca is a type of Eucalyptus tree that normally has multi trunks.
All Eucalyptus trees have invasive roots.
Other planted trees such as Olive trees, Pine trees, Brazilian Pepper trees also have invasive roots.
When trees have invasive roots, root barriers are to be installed around the tree to avoid damaging the concrete and pavement nearby. Plant Gazinea Ground Cover at base of trees.

## Sunset Ave. Medians

From **Plaza Dr.** to **Badillo St.**

### Recommendations:

Existing landscape From **Plaza Dr.** To **Robert Young (?)** Shall be kept in place as is.
No new plants are needed for this part of Sunset Avenue Medians.
However, there are other parts of the long median on Sunset Ave, that requires new planting.

**Remove:** Existing shrubs.

**Keep:** Existing Lantana
Existing Rosemary
Existing Bougainvillea

To keep the appearance of this section of the median consistent, same type of plants will be repeated where the planting is required.
Lantana, Rosemary, Bougainvillea

**Plants list to be installed:**
Agave Blue Flame
Agave Americana
Siskiyou Blue Fescue Grass
Aloe Blue Elf.
Isolepis Cernua (Fiber Optics Grass)

## Amar Road Medians

From **Magdalena Dr.** To **Vanderwell Ave.**

### Recommendations:

**Remove:** Rapheolepis Clara
Pittosporum Wheelers Dwf.
**Keep**: None!

**Plants list to be installed:**
Agave Celsii multi-color
Dianella Tasmanica
Hesperaloe parviflora
Calandrinia Grandiflora
Carissa Macrocarpa
Rosmarinus Officinalis

## Pacific Ave Medians

There are no medians on Pacific Ave., however; Pacific Ave changes name at W. Garvey Ave, N. and becomes West Covina Parkway.

## West Covina parkway Medians

From **Sunset Ave.** To **Glendora Ave.**

Stamped concrete cut outs with existing trees remain.
Plant ground cover at the base of trees.
The ground cover to is be Myoporum parvifolium .
The existing Ficus trees and Eucalyptus (Malleluca) trees have aggressive root structure.
The roots have cracked & lifted Stamped concrete in these medians.
For the remaining medians please see our recommendations.

## Recommendations:

**Remove:** Agapanthus Afr.,
Rapheolepis Clara.
**Keep:** Blue Lantana
Strelizia Reginea

**Plants list to be installed:**
Dianella Tasmanica, Calandrinia Grandiflora, Agave Blue Flame, Bougainvillea "Pixie Queen Dwarf"

Recommended plants can only changed with the approval of the owner, City of West Covina, and/or a team member from JRE Landscape division.
Aforementioned approval must be in writing.

Landscape consulting services' recommendations are to be adhered to. If recommended plants are not available, please contact us to suggest a substitute for that plant.

JRE has diligently study the information submitted to us by the city. We also used Google Earth and visited the streets & avenues of West Covina locating all the center medians.
In the event that a particular median has been overlooked or inadvertently missed, please inform us at your earliest convenience. We will schedule a team member to visit the street and make similar recommendations for the missing median.

J.R. Engineering & Land Development is glad to be of service to the City of West Covina.
Thank you for your trust in our services.

Mathew Jabbari, M.Sc. Eng.
V.P. of Landscape Division
Board of Directors Member

**AGENDA ITEM NO. 3**

# AGENDA STAFF REPORT

**City of West Covina | Office of the City Manager**

**DATE:** October 19, 2021

**TO:** Mayor and City Council

**FROM:** David Carmany
City Manager

**SUBJECT: CONSIDERATION OF THE TRAFFIC COMMITTEE MEETING RECOMMENDATIONS FOR TRAFFIC ENGINEERING IMPROVEMENTS AT VARIOUS LOCATIONS FROM THE MAY 11, 2021, JUNE 8, 2021, JULY 13, 2021, AND AUGUST 10, 2021 TRAFFIC COMMITTEE MEETINGS**

**RECOMMENDATION:**

It is recommended that the City Council approve the Traffic Committee Meeting recommendations listed below of various traffic engineering improvements citywide from the following Traffic Committee Meetings held on May 11, 2021, June 8, 2021, July 13, 2021, and August 10, 2021. The below items were unanimously approved and recommended for installation by the West Covina Traffic Committee for City Council final approval and consideration.

**May 11, 2021 Traffic Committee Meeting Approved Recommendations for City Council Consideration:**

1. **TRAFFIC REVIEW ALONG HOLLENBECK STREET AT RIO VERDE DRIVE**
    a. Request: The City of West Covina received a request to review the traffic conditions for the intersection of Hollenbeck Street at Rio Verde Drive to evaluate a resident request for all-way stop control at the intersection. As part of the traffic review the following items were looked at: a review of the existing roadway conditions, line of sight at the intersection, 5 years of collision history, peak hour traffic counts as well as a review of the speed sample obtained from the 2017 Citywide Speed Survey.
    b. Review Standard: After a thorough review of existing field and traffic conditions and per the California Manual on Uniform Traffic Control Devices (CAMUTCD), California Vehicle Code (CVC), based on the traffic review and engineering judgment, it was determined that additional traffic safety measures are recommended to be installed at the intersection of Hollenbeck Street at Rio Verde Drive. As a part of this study, a review of the intersection of Hollenbeck Street at Rio Verde Drive was conducted. Based on the analysis and field review conducted, it was determined that the intersections did not meet the warrants for the installation of All-Way STOP control.
    c. Recommendation: The Traffic Committee unanimously recommended the following items:
        i. Install double-sided 36”x36” School Crossing S1-1 sign with 24”x12” Downward Facing Arrow W16-7P plaque at the uncontrolled marked school crosswalk for NB, SB approaches next to the crosswalk. The existing non-conforming Pedestrian signs should be replaced. CAMUTCD Section 7B.12.
        ii. Install School Crossing AHEAD Warning Sign (S1-1) (36”x36”) and Ahead Signage (W16-9P) (24”x12”) approaching the uncontrolled crosswalk NB and SB approaches.
        iii. Install ladder crosswalks in yellow high visibility paint for the east, west, and south legs. The

spacing of the lines should be striped to avoid vehicle wheel path.

iv. Installation of R1-5 "Yield Here to Pedestrian" signage with advanced shark teeth yield lines in white paint approaching the south and north leg at the uncontrolled crosswalk for both approaches approximately 20-feet to 60-feet from the crosswalk. CAMUTCD Section 7B.12: For uncontrolled locations with more than one lane in each direction of travel, advance yield lines (see Section 3B.16) may be used with the 'Yield Here to Pedestrians' signs (R1-5 or R1-5a).

v. Install Retroreflective strip on the sign post to draw attention to the PEDESTRIAN WARNING signs during the nighttime conditions. CAMUTCD 2A.21: "A retroreflective strip may be used on regulatory and warning sign supports." The color of the strip should match the background of the sign. Neon green/yellow would be used for warning sign supports.

2. **TRAFFIC REVIEW AT 2328 MERCED AVENUE**
   a. Request: The City of West Covina received a request for the removal of red curb located in front of the Veterans of Foreign Wars (VFW) located at 2328 Merced Avenue to review the traffic conditions. As part of the traffic review the following items were reviewed: A review of existing conditions, Average Daily Traffic data, and 5-years of collision data were used as part of this red curb removal review.
   b. Review Standard: After a thorough review of existing field and traffic conditions and per the California Manual on Uniform Traffic Control Devices (CAMUTCD), California Vehicle Code (CVC), based on the traffic review and engineering judgment, it was determined that the red curb located along the south side of West Merced Avenue in front of the VFW facility be reduced. This will allow the VFW facility to utilize the curb by designating it as an area for pick up and drop off of passengers.
   c. Recommendation: The Traffic Committee unanimously recommended the following items:
      i. Remove approximately 100-feet of red curb from the south side of West Merced Avenue, per CAMUTCD Section 3B.19.
      ii. There is approximately 140-feet of existing red curb located along the south side of West Merced Avenue, directly in front of the VFW facility. The removal of approximately 100-feet would leave approximately 20-feet of red curb at the either side of the curb adjacent to each of the VFW driveways.
      iii. The removal of approximately 100-feet of red curb will provide approximately 100-feet of available curb space (4 vehicles to park) to park along the south side of West Merced Avenue.
3. **DISCUSSION AND TRAFFIC REVIEW ALONG AZUSA AVENUE SOUTH OF GARVEY AVENUE NORTH**
   a. Request/Background: The City received a request to review the northbound right turn lane on Azusa Avenue at Garvey Avenue. This item was first presented to the Traffic Committee for discussion during the May 8, 2021 Meeting, and brought back with recommendations to the August 10, 2021 Traffic Committee Meeting. Please see the August 10, 2021 Traffic Committee Meeting, Item 5, for a list of the recommendations.

**<u>June 8, 2021 Traffic Committee Meeting Approved Recommendations for City Council Consideration:</u>**

1. **LINE OF SIGHT REVIEW ROWLAND AVENUE AT LEAF AVENUE**
   a. Request: The City of West Covina received a request to review line of sight conditions at the intersection of Rowland Avenue and Leaf Avenue. The review included evaluating installation of red curb based on the line of sight analysis to deter vehicles from parking and blocking the view and to increase visibility for vehicles making turns out of the intersection. As part of the traffic review the following items were reviewed: existing roadway conditions, approximately six years of collision history, and a line of sight analysis was completed.
   b. Review Standard: After a thorough review of existing field and traffic conditions and per the California Manual on Uniform Traffic Control Devices (CAMUTCD), California Vehicle Code (CVC), based on the traffic review and engineering judgment, it was determined that additional red curb should be installed along the northeast and northwest curb of the Rowland Avenue and Leaf Avenue intersection to prevent vehicles from parking at the corner and blocking the view. The additional red curb will improve the line of sight for vehicles exiting Leaf Avenue onto Rowland Avenue.
   c. Recommendation: The Traffic Committee unanimously recommended the following items:
      i. Install approximately 21-feet of red curb along the north side of Rowland Avenue beginning at end of curve at Rowland Avenue and Leaf Avenue. The additional red curb will improve line-of-sight for turning vehicles and will prevent vehicles from parking too close to Leaf

Avenue per CAMUTCD Section 3B.23**.** This will remove approximately one parking space along the north side of Rowland Avenue, west of Leaf Avenue.

ii. Install approximately 10-feet of red curb and connect to the existing 75-feet of red curb for a total 85-feet of red curb per CAMUTCD 3B.23

iii. This will still allow 28 feet of parking for the resident along the north side of Rowland Avenue, east of Leaf Avenue.

**2. STOP SIGN TRAFFIC REVIEW AT SIX INTERSECTION LOCATIONS IN THE CITY**

a. Request: At the request of the City of West Covina and various resident requests, Traffic Engineering staff reviewed the traffic conditions at six existing stop controlled intersections within the City to promote visibility and recommend upgrades to improve the overall traffic conditions for pedestrians and vehicles. As part of the traffic review the following items were analyzed at each of the six locations: existing roadway conditions, 5.5 years of collision history, peak hour traffic counts for pedestrians and vehicles, as well as field observation of the intersections and vehicular/pedestrian behavior at the STOP signs. The six locations evaluated are listed below:

1. Location 1: Maplegrove Street and Lark Ellen Avenue
2. Location 2: Fairgrove Avenue and Lark Ellen Avenue
3. Location 3: Merced Avenue and Lark Ellen Avenue
4. Location 4: Vine Avenue and Lark Ellen Avenue
5. Location 5: Walnut Creek Parkway and Glendora Avenue
6. Location 6: Cortez Street and Citrus Street

b. Review Standard: After a thorough review of existing field and traffic conditions and per the California Manual on Uniform Traffic Control Devices (CAMUTCD), California Vehicle Code (CVC), based on the traffic review and engineering judgment, various upgrades at each of the six location include a mix of oversized signage, ahead warning signage, red curb, repainting of limit lines, and stopping flashing stop signs (where warranted based on collision history and traffic counts), as well as trimming of any over-grown trees and bushes located in the public right of way that may be blocking the intersection were recommended. A list of the detailed recommendation per each intersection is listed below. These recommendations were unanimously recommended by the Traffic Committee.

c. Recommendation: The Traffic Committee unanimously recommended the following items for each of the six locations as listed below.

i. **Location 1: Maplegrove Street and Lark Ellen Avenue**:

1. Based on the analysis and study completed, the intersection of Maplegrove Street and Lark Ellen Avenue does not meet the criteria for installation of flashing stop signs for all-way stop travel. However, it is recommended that the existing STOP Signs be replaced with oversized (36”x36”) STOP signs for all directions for east/west-bound travel along Maplegrove Street as well as north/south-bound travel along Lark Ellen Avenue, to improve visibility of the STOP signs for drivers. CAMUTCD Section 2B.03 Table 2B-1. Install 4-Way Supplemental Plaques (R1-3) under each of the STOP signs.
2. Install Red Retroreflective strip on all STOP sign poles/posts to draw attention to the signs during the nighttime conditions (for all directions). Per CAMUTCD 2A.21: “A retroreflective strip may be used on regulatory and warning sign supports.” The color of the strip should match the background of the sign. Red color strips should be used for STOP sign supports.
3. Install a Highly Reflective Neon Yellow Advance Stop Ahead (W3-1) Sign for northbound traffic along Lark Ellen Avenue approximately 250 feet from Maplegrove Street per CAMUTCD Section 2C.36.
4. Stop Ahead Pavement Legends: Install stop ahead pavement legends for northbound traffic along Lark Ellen Avenue approximately 250 feet from Maplegrove Street per CAMUTCD Section 3B.20.
5. Install 10 feet of red curb on the approach side of each STOP sign (SB, EB and WB) to improve visibility for approaching vehicles to see the STOP sign per CAMUTCD Section 3B.19.

ii. **Location 2: Fairgrove Avenue and Lark Ellen Avenue**

1. Based on the analysis and study completed, the intersection of Fairgrove Avenue and Lark

Ellen Avenue meets the criteria for installation of flashing stop signs per the CAMUTCD, City's criteria and based on collision history, field review, traffic counts, and engineering judgment. It is recommended to remove and replace the existing Stop Signs and replace them with Solar-Powered LED flashing Stop Signs (R1-1) (36"x36") for all directions for east/west-bound travel along Fairgrove Avenue as well as north/south-bound travel along Lark Ellen Avenue, to bring attention and improve visibility of stop signs for drivers. (Per 2014 Federal Highway Administration's CAMUTCD section 2A.07 on Retroreflectivity and Illumination) CAMUTCD Section 2B.03 Table 2B-1. Install 4-Way Supplemental Plaques (R1-3) under each of the STOP signs.

2. Install Red Retroreflective strip on all STOP sign poles/posts to draw attention to the signs during the nighttime conditions (for all directions). Per CAMUTCD 2A.21: "A retroreflective strip may be used on regulatory and warning sign supports." The color of the strip should match the background of the sign. Red color strips should be used for STOP sign supports.
3. Replacement and Installation of Highly Reflective Neon Yellow Advance Stop Ahead (W3-1) Signs along the north side of Fairgrove Avenue approximately 200-feet west of Lark Ellen Avenue as well as along the east side of Lark Ellen Avenue approximately 500-feet south of Fairgrove Avenue, as per CAMUTCD Section 2C.36.
4. Installation of white crosswalks with white ladder striping at the intersection of Fairgrove Avenue and Lark Ellen Avenue, as per CAMUTCD section 3B.20-23.
5. Installation of 10' feet of red curb on the approach side of each STOP sign for approaching vehicles to see the STOP sign (NB, SB, EB and WB), as per CAMUTCD Section 3B.19.
6. Installation of ADA Compliant Truncated Domes on the northeast and southeast corners of the crosswalk of Fairgrove Avenue and Lark Ellen Avenue.

iii. **Location 3: Merced Avenue and Lark Ellen Avenue**

1. Based on the analysis and study completed, the intersection of Merced Avenue and Lark Ellen Avenue meets the criteria for installation of flashing stop signs per the CAMUTCD, City's criteria and based on collision history, field review, traffic counts, and engineering judgment. It is recommended to remove and replace the existing Stop Signs and replace them with Solar-Powered LED flashing Stop Signs (R1-1) (36"x36") for all directions east/west-bound travel along Merced Avenue as well as north/south-bound travel along Lark Ellen Avenue. This measure will increase visibility of the stop signs for drivers (Per 2014 Federal Highway Administration's CAMUTCD section 2A.07 on Retroreflectivity and Illumination) CAMUTCD Section 2B.03 Table 2B-1. Install 4-Way Supplemental Plaques (R1-3) under each of the STOP signs.
2. Install Red Retroreflective strip on all STOP sign poles/posts to draw attention to the signs during the nighttime conditions (for all directions). Per CAMUTCD 2A.21: "A retroreflective strip may be used on regulatory and warning sign supports." The color of the strip should match the background of the sign. Red color strips should be used for STOP sign supports.
3. Install a Highly Reflective Neon Yellow Advance Stop Ahead (W3-1) Sign along the north side of Merced Avenue approximately 450-feet east of Lark Ellen Avenue for westbound traffic along Merced Avenue per CAMUTCD Section 2C.36.
4. Install ladder crosswalks in yellow high visibility paint for all existing crosswalks at the intersection per CAMUTCD section 3B.20-23 on Pavement and Curb Markings. The spacing of the lines should be striped to avoid vehicle wheel path.

iv. **Location 4: Vine Avenue and Lark Ellen Avenue**

1. The intersection of Vine Avenue and Lark Ellen Avenue meets the criteria for installation of flashing stop signs per the CAMUTCD, City's criteria and based on collision history, field review, traffic counts, and engineering judgment. It is recommended to remove and replace the existing Stop Signs and replace them with Solar-Powered LED flashing Stop Signs (R1-1) (36"x36") for all directions for east/west-bound travel along Vine Avenue as we as north/south-bound travel along Lark Ellen Avenue to call attention and improve visibility of stop signs for drivers (Per 2014 Federal Highway Administration's CAMUTCD section 2A.07 on Retroreflectivity and Illumination) CAMUTCD Section

2B.03 Table 2B-1. Install 4-Way Supplemental Plaques (R1-3) under each of the STOP signs.

2. Install Red Retroreflective strip on all STOP sign poles/posts to draw attention to the signs during the nighttime conditions (for all directions). Per CAMUTCD 2A.21: "A retroreflective strip may be used on regulatory and warning sign supports." The color of the strip should match the background of the sign. Red color strips should be used for STOP sign supports.
3. Remove the existing Stop Ahead (W3-1) sign along the eastside of Lark Ellen Avenue approximately 300-feet south of Vine Avenue and replace with a Highly Reflective Neon Yellow Advance Stop Ahead (W3-1) Sign for northbound traffic along Lark Ellen Avenue per CAMUTCD Section 2C.36.
4. Install ladder crosswalks in white high visibility paint for all existing crosswalks at the intersection per CAMUTCD section 3B.20-23 on Pavement and Curb Markings. The spacing of the lines should be striped to avoid vehicle wheel path.
5. Install 10' feet of red curb on the approach side to the eastbound and westbound STOP sign for increased visibility of the STOP signs. CAMUTCD Section 3B.19.

v. **Location 5: Walnut Creek Parkway and Glendora Avenue**

1. Based on the analysis and study completed, the intersection of Walnut Creek Parkway and Glendora Avenue does meet the criteria for installation of flashing stop signs per the CAMUTCD, City's criteria and based on collision history, field review, traffic counts, and engineering judgment. It is recommended to remove and replace the existing Stop Signs and replace them with solar-powered LED flashing STOP (R1-1) signs (36" x 36") for all directions for east/west-bound travel along Walnut Creek Parkway and north/south-bound travel along Glendora Avenue. This aims to call attention and improve visibility of STOP signs for drivers. (Per 2014 Federal Highway Administration's CAMUTCD Section 2A.07 On Retroreflectivity And Illumination) CAMUTCD Section 2B.03 Table 2B-1.
2. Install 4-Way Supplemental Plaques (R1-3) under each of the STOP signs. Install Red Retroreflective strip on all STOP sign poles/posts to draw attention to the signs during the nighttime conditions (for all directions). Per CAMUTCD 2A.21: "A retroreflective strip may be used on regulatory and warning sign supports." The color of the strip should match the background of the sign. Red color strips should be used for STOP sign supports.
3. Replacement and install Highly Reflective Neon Yellow Advance Stop Ahead (W3-1) Signs for all directions approaching the all way STOP intersection.
4. Install white crosswalks with white ladder striping for all existing crosswalk legs at the intersection of Walnut Creek Parkway and Glendora Avenue per CAMUTCD Section 3B.20-23 On Pavement And Curb Markings.

vi. **Location 6: Cortez Street and Citrus Street**

1. Based on the analysis and study completed, the intersection of Citrus Street and Cortez Street does meet the criteria for installation of flashing stop signs per the CAMUTCD, City's criteria and based on collision history, field review, traffic counts, and engineering judgment. It is recommended to remove and replace the existing Stop Signs and replace them with solar-powered led flashing STOP (R1-1) signs (36" x 36") for east/west-bound travel along Cortez Street and for north/ south-bound travel along Citrus Street. This aims to call attention and improve visibility of STOP signs for drivers. (Per 2014 Federal Highway Administration's CAMUTCD Section 2A.07 On Retroreflectivity And Illumination) CAMUTCD Section 2B.03 Table 2B-1.)
2. Install 4-Way Supplemental Plaques (R1-3) under each of the STOP signs.
3. Install Red Retroreflective strip on all STOP sign poles/posts to draw attention to the signs during the nighttime conditions (for all directions). Per CAMUTCD 2A.21: "A retroreflective strip may be used on regulatory and warning sign supports." The color of the strip should match the background of the sign. Red color strips should be used for STOP sign supports.
4. Remove and replace the existing STOP ahead with a new highly reflective neon yellow advance STOP ahead (W3-1) sign per CAMUTCD section 2C.36 approaching the

intersection on Cortez Street for eastbound traffic and approaching the intersection on Citrus Street for northbound traffic.

5. Install white crosswalks with white ladder striping for all existing crosswalk legs at the intersection of Cortez Street at Citrus Street. (Per CAMUTCD Section 3B.20-23 On Pavement And Curb Markings).
6. Install approximately 10' of red curb for the eastbound STOP sign along the north side of Cortez Street. Install approximately 10' of red curb for the westbound STOP sign along the south side of Cortez Street (CAMUTCD Section 3B.19).
7. Install ADA compliant truncated domes on the northwest and southwest corners of the crosswalk of Cortez Street at Citrus Street.

**<u>July 13, 2021 Traffic Committee Meeting Approved Recommendations for City Council Consideration:</u>**

1. **LINE OF SIGHT REVIEW FOR THE SCHOOL DRIVEWAY AT SOUTH HILLS ACADEMY**
   a. Request: The City of West Covina received a request to review the traffic and parking conditions along Francisquito Avenue for the exit driveway located at South Hills Academy east of Glenview Road. The traffic review evaluated the line of sight for vehicles exiting South Hills Academy and turning right onto Francisquito Avenue to determine if additional red curb should be installed due to parked vehicles close to the driveway. As part of the traffic review the following items were looked at: existing roadway conditions, 5.5 years of collision history, and line of sight analysis at the driveway exit.
   b. Review Standard: After a thorough review of existing field and traffic conditions and per the California Manual on Uniform Traffic Control Devices (CAMUTCD), California Vehicle Code (CVC), based on the traffic review and engineering judgment the traffic study concluded that the line of sight would improve for exiting vehicles from the South Hills Academy driveway with the addition of some red curb adjacent to the school driveway on Francisquito Avenue.
   c. Recommendation: The Traffic Committee unanimously recommended the following items:
      i. Red Curb Installation: Installation of 6 feet of red curb on the west side of the exit driveway per CAMUTCD Section 3B.19. There is approximately 135 feet of regular curb west of the exit driveway. This will improve the line of sight for exiting vehicles onto Francisquito Avenue.
2. **TRAFFIC REVIEW ALONG ROWLAND AVENUE BETWEEN VINCENT AVENUE AND LARK ELLEN AVENUE**
   a. Request: The City of West Covina has received a resident request to review traffic calming options along Rowland Avenue between Sunset Avenue and Vincent Avenue. The resident reported that vehicles may be using this segment of Rowland Avenue as a cut through route to avoid the heavy traffic on the I-10 freeway. As part of the traffic review the following items were reviewed: existing roadway conditions, 5.5 years of collision history, 24-hour ADT traffic counts, and output from a 24-hour radar speed survey was analyzed. The traffic review also included an analysis of the existing uncontrolled crosswalks at Sunset Avenue and Rowland Avenue and at Hartley Street and Rowland Avenue.
   b. Review Standard: After a thorough review of existing field and traffic conditions and per the California Manual on Uniform Traffic Control Devices (CAMUTCD), California Vehicle Code (CVC), based on the traffic review and engineering judgment, it was determined that additional traffic calming measures is recommended to be installed along Rowland Avenue between Sunset Avenue and Vincent Avenue.
   c. Recommendation: The Traffic Committee unanimously recommended the following items, along Rowland Avenue between Sunset Avenue and Vincent Avenue:
      i. 35 mph Pavement Legend: Install "35" Pavement Legend for both directions of traffic (east/west) along the (north/south) side of Rowland Avenue opposite the existing speed limit signs along Rowland Avenue between Sunset Avenue and Vincent Avenue.
      ii. Replacement of Signage: Remove the existing 35MPH Speed Limit (R2-1) signs (30x30) and replace it with oversized (30x36) 35MPH Speed Limit Signs (R2-1) along Rowland Avenue between Sunset Avenue and Vincent Avenue.
      iii. Hartley Street and Rowland Avenue Signage Upgrade for the Existing Uncontrolled Crosswalk:
         1. Install updated signage as follows: Install double sided 36"x36" Pedestrian Warning Signage (W11-2) with a 24"x12" downward facing arrow plaque (W16-7P) underneath the W11-2 sign at the uncontrolled crosswalk at both corners of the crosswalk. The

downward facing arrow plaque (W16-7P) and Pedestrian Warning Signage (W11-2) should be facing toward the crosswalk per CAMUTCD Section 2C.50.

2. Install white Raised Pavement Markers (RPM) lining the crosswalk to increase visibility during nighttime conditions for the uncontrolled crosswalk.
3. Approach Signage upgrade for the uncontrolled crosswalk at Hartley Street on Rowland Avenue: Install "Yield Here to Pedestrian" signage (R1-5) per CAMUTCD Section 7B.12 with advanced shark teeth yield lines in white paint approaching the south leg uncontrolled crosswalk for both approaches on Rowland Avenue.
4. Install advanced Shark Teeth Yield lines in white paint approaching the uncontrolled crosswalk at Hartley Street for both approaches on Rowland Avenue adjacent to the "Yield Here to Pedestrian" signage (R1-5) at the intersection. For uncontrolled locations with more than one lane in each direction of travel, advance yield lines (CAMUTCD Section 3B.16) may be used with the "Yield Here to Pedestrians" signs (R1-5).
5. Install yellow retroreflective strips on all pedestrian sign posts on the ahead sign approaching the crosswalk and for the signage at the crosswalk. These strips should be yellow and are to draw attention to the pedestrian warning signs. Per CAMUTCD Section 2A.21: "a retroreflective strip may be used on regulatory and warning sign supports." The color of the strip should match the background of the sign.
6. Repaint the existing crosswalk at Hartley Street on Rowland Avenue in ladder striping in white high visibility paint (spacing of lines selected to avoid wheel path).
7. Replace the existing non-conforming W11-2 pedestrian signs on Sunset Avenue approaching Rowland Avenue for northbound and southbound traffic with updated W11-2 pedestrian signs 36"x36" in fluorescent yellow-green signs with AHEAD (W16-9p) also in fluorescent yellow-green. CAMUTCD Section 2C.50.

iv. Rowland Avenue and Sunset Avenue Signage Upgrade for the Uncontrolled South Leg Crosswalk:

1. Install new signage only as follows, leaving the existing RRFB system as is: Install double sided 36"x36" Pedestrian Warning Signage (W11-2) with a 24"x12" downward facing arrow plaque (W16-7P) underneath the W11-2 sign at the uncontrolled crosswalk at both corners of the crosswalk. The downward facing arrow plaque (W16-7P) and Pedestrian Warning Signage (W11-2) should be facing toward the crosswalk per CAMUTCD Section 2C.50.
2. Install white Raised Pavement Markers (RPM) lining the crosswalk to increase visibility during nighttime conditions for the uncontrolled south leg crosswalk and for the east leg stop controlled crosswalk at Sunset Avenue at Rowland Avenue.
3. Approach Signage upgrade for the uncontrolled south leg crosswalk at Sunset Avenue at Rowland Avenue: Install "Yield Here to Pedestrian" signage (R1-5) per CAMUTCD Section 7B.12 with advanced shark teeth yield lines in white paint approaching the south leg uncontrolled crosswalk for both approaches on Sunset Avenue at Rowland Avenue.
4. Install advanced Shark Teeth Yield lines in white paint approaching the south leg uncontrolled crosswalk for both approaches on Sunset Avenue at Rowland Avenue adjacent to the "Yield Here to Pedestrian" signage (R1-5) at the intersection. For uncontrolled locations with more than one lane in each direction of travel, advance yield lines (CAMUTCD Section 3B.16) may be used with the "Yield Here to Pedestrians" signs (R1-5).
5. Install yellow retroreflective strips on all pedestrian sign posts on the ahead sign approaching the crosswalk and for the signage at the crosswalk. These strips should be yellow and are to draw attention to the pedestrian warning signs. Per CAMUTCD Section 2A.21: "a retroreflective strip may be used on regulatory and warning sign supports." The color of the strip should match the background of the sign.
6. Repaint the existing crosswalks in ladder striping in white high visibility paint (spacing of lines selected to avoid wheel path). Both crosswalks at the intersection should match.
7. Replace the existing faded STOP Sign at Rowland Avenue and Sunset Avenue with a (36x36) STOP Sign with a CROSS TRAFFIC DOES NOT STOP Plaque mounted underneath, along with a red reflective strip mounted to the STOP sign post.

8. Install White Side Stripes along the north and south sides of Rowland Avenue between Sunset Avenue and Vincent Avenue approximately 8-feet from the curb, leaving 12-feet of drivable street in each direction. Start striping east of Sunset Avenue and end Striping west of Vincent Avenue.

3. **TRAFFIC REVIEW ALONG STUART AVENUE AND HOLLY OAK DRIVE BETWEEN AZUSA AVENUE TO LARK ELLEN AVENUE**
   a. Request: The City of West Covina received a request to review the traffic conditions and evaluate traffic calming measures and signage along the segment of Holly Oak Drive and Stuart Avenue between Lark Ellen Avenue to Azusa Avenue. The resident reported vehicles utilizing this segment as a shortcut to Azusa Avenue or Lark Ellen Avenue instead of the adjacent Garvey Avenue. As part of the traffic review the following items were looked at: existing roadway conditions, 5.5 years of collision history, line of sight analysis, as well as a STOP sign evaluation at Stuart Avenue and Holly Oak Drive.
   b. Review Standard: After a thorough review of existing field and traffic conditions and per the California Manual on Uniform Traffic Control Devices (CAMUTCD), California Vehicle Code (CVC), based on the traffic review and engineering judgment, it was determined that the segment would benefit from a combination of traffic calming measures to increase motorist awareness of regulatory signage and increase awareness for the posted speed limit along Holly Oak Drive and Stuart Avenue. The STOP sign evaluation at Stuart Avenue and Holly Oak Drive did not meet STOP sign warrants as listed in the CAMUTCD Section 2B.07.
   c. Recommendation: The Traffic Committee unanimously recommended the following items:
      i. Installation of "25MPH" Pavement Legends (4) next to the existing speed limit signs for the eastbound and westbound directions on Holly Oak Drive and Stuart Avenue, CAMUTCD Section 3B.20.
      ii. Installation of a Left Arrow Sign (W1-6) above the east end Object Marker (OM1-3) along Holly Oak Drive at the curve for eastbound traveling vehicles, as per CAMUTCD Section 2C.12.
      iii. Installation of (2) 24"x30" KEEP RIGHT (R4-7) signs at both tips of the east end raised median at the intersection of Holly Oak drive and Stuart Avenue West as well as at the intersection of Holly Oak Drive and Stuart Avenue East on existing poles within the island, as per CAMUTCD Section 2B.20.
      iv. Installation of (2) 24"x24" diamond shape reflective object markers (OM1-1) at the east end median on the same pole as the keep right (R4-7) signs. Remove existing OM2-1V object markers on the west end median and install diamond shape reflective object markers (OM1-1) following CAMUTCD Section 2C.63.
      v. Installation of "island alert curb reflectors" at the beginning of each curb at the intersection of Holly Oak drive and Stuart Avenue West as well as at the intersection of Holly Oak Drive and Stuart Avenue East (both ends) and repaint curb in yellow paint to improve visibility of the raised median.
      vi. Replace existing faded STOP signs at both intersections of Stuart Avenue and Holly Oak Drive (East and West Intersections) with STOP (R1-1) signs (30"x30") at the stop-controlled leg, adding TRAFFIC FROM LEFT DOES NOT STOP (W4-4aLp) plaque under each stop sign, per CAMUTCD Section 2B.05.
      vii. Installation of a new Stop Bar, STOP pavement legend, and new STOP (R1-1) sign (30"x30") along with a TRAFFIC FROM RIGHT DOES NOT STOP (W4-4aRp) plaque at the east and west end intersections of Stuart Avenue and Holly Oak Drive, per CAMUTCD Section 2B.05.
      viii. Repaint and install double yellow centerline at both intersections and install raised pavement markers (RPMs) along both sides of the center lines. At the eastern intersection: Install approximately 60-feet of double yellow centerline (north) and repaint approximately 35-feet of existing yellow center line (south).
      ix. Install RPMs along both sides of center lines. At the western intersection: Install approximately 48-feet of double yellow center line (north) and repaint approximately 45-feet of double yellow center line (south). Install RPMs along both sides of center lines.

**<u>August 10, 2021 Traffic Committee Meeting Approved Recommendations for City Council Consideration</u>**

1. **RED CURB REVIEW AT THE INTERSECTION OF AMANDA STREET AT SYCAMORE**

**STREET**

a. Request: The City of West Covina received a request to review the line of sight conditions at the intersection of Amanda Street and Sycamore Street to improve visibility of vehicles turning from Sycamore Street onto Amanda Street. As part of the traffic review the following items were looked at: existing roadway, parking conditions, and a line sight analysis at Amanda Street and Sycamore Street.
b. Review Standard: After a thorough review of existing field and traffic conditions and per the California Manual on Uniform Traffic Control Devices (CAMUTCD), California Vehicle Code (CVC), based on the traffic review and engineering judgment, it was determined that red curb be installed on the south side of Amanda Street, east and west of Sycamore Street. The addition of red curb will improve the visibility for vehicles turning from Sycamore Street onto Amanda Street.
c. Recommendation: The Traffic Committee unanimously recommended the following items these measures will increase visibility of vehicles traveling along Sycamore Street:
    i. Installation of approximately 15 feet of red curb along the south side of Amanda Street, east of the Sycamore Street to improve the line of sight for vehicles turning onto Amanda Street. This will remove approximately 1 parking space along the south side of Amanda Street, CAMUTCD (Section 3B.19).
    ii. Installation of 15 feet of red curb along the south side of Amanda Street, west of the Sycamore Street in front of the fire hydrant to remind motorist to park 15 feet form a fire hydrant, CVC (Section 22514). This will improve the line of sight for vehicles turning onto Amanda Street.

2. **TRAFFIC REVIEW AT THE INTERSECTION OF CAMERON AVENUE AT S PIMA AVENUE**

a. Request: The City of West Covina received a request to review the existing uncontrolled crosswalk in the east leg at the intersection of Cameron Avenue at Pima Avenue across from Cameron Elementary School. The review consisted of evaluating the existing in-road pedestrian crosswalk lighting system and determining replacement of it with a Rectangular Rapid Flashing Beacon (RRFB) system. The placement of all traffic control devices is dictated by engineering judgment and based on guidelines found in the CAMUTCD (California Manual on Uniform Traffic Control Devices) and the CVC (California Vehicle Code). As part of the traffic review the following items were reviewed: existing roadway conditions, field observations, and 5.5 years of collision history.
b. Review Standard: After a thorough review of existing field and traffic conditions and per the California Manual on Uniform Traffic Control Devices (CAMUTCD), California Vehicle Code (CVC), based on the traffic review and engineering judgment, it was determined that the existing school crossing should be updated with signage, striping, and the existing in road lighting system be replaced with an upgraded RRFB system.
c. Recommendation: The Traffic Committee unanimously recommended the following items to enhance the existing uncontrolled east leg school crosswalk at Cameron Avenue and Pima Avenue:
    i. Remove and replace the existing in-road light system and pedestrian signage on Cameron Avenue at South Pima Avenue and replace it with a Rectangular Rapid Flashing Beacon (RRFB) system on both sides of the crosswalk.
    ii. Signage included as part of the RRFB system should be installed as follows: install double sided 36”x36” School Crossing Signage (S1-1) with a 24”x12” downward facing arrow plaque (W16-7P) underneath the S1-1 sign at the uncontrolled marked school crosswalk at both corners of the crosswalk. The downward facing arrow plaque (W16-7P) and school crossing signage (S1-1) should be facing toward the crosswalk per CAMUTCD Section 7B.12.
    iii. Repaint the existing east leg uncontrolled crosswalk in ladder striping in yellow high visibility paint (spacing of lines selected to avoid wheel path) at the intersection of Cameron Avenue and S Pima Avenue.
    iv. Install yellow Raised Pavement Markers (RPM) lining the crosswalk to increase visibility during nighttime conditions.
    v. Install “Yield Here to Pedestrian” signage (R1-5) per CAMUTCD Section 7B.12. with advanced shark teeth yield lines in white paint approaching the east leg uncontrolled crosswalk for both approaches on Cameron Avenue.
    vi. Install advanced Shark Teeth Yield lines in white paint approaching the east leg uncontrolled crosswalk for both approaches on Cameron Avenue adjacent to the “Yield Here to Pedestrian” signage (R1-5) at the intersection. For uncontrolled locations with more than one lane in each direction of travel, advance yield lines (CAMUTCD Section 3B.16) may be used with the

"Yield Here to Pedestrians" signs (R1-5).

vii. Install 36"x36" advanced School Crossing Ahead Warning signage (S1-1) and install 24"x12" "AHEAD" plaque (W16-9p) underneath the S1-1 sign for both approaches leading to the east leg uncontrolled crosswalk on Cameron Avenue to let drivers know of the upcoming uncontrolled crosswalk.

viii. Install retroreflective strips on all sign posts on the ahead sign approaching the crosswalk and for the signage at the crosswalk. These strips should be yellow and are to draw attention to the pedestrian warning signs. Per CAMUTCD Section 2A.21: "a retroreflective strip may be used on regulatory and warning sign supports." The color of the strip should match the background of the sign.

3. **TRAFFIC REVIEW AT THE INTERSECTION OF CAMERON AVENUE AND EASTHILLS DRIVE**
   a. Request: The City of West Covina received a request to review the traffic conditions at the intersection of Cameron Avenue and Easthills Drive to evaluate traffic engineering options to aid exiting vehicles from Easthills Drive onto Cameron Avenue. As part of the traffic review the following items were looked at: existing roadway conditions, field assessment, 5.5 years of collision history, a peak hour count at Cameron Avenue and Easthills Drive was conducted, along with a radar speed survey and ADT count.
   b. Review Standard: After a thorough review of existing field and traffic conditions and per the California Manual on Uniform Traffic Control Devices (CAMUTCD), California Vehicle Code (CVC), based on the traffic review and engineering judgment, it was determined that the traffic study concluded that the intersection of Cameron Avenue at Easthills Drive would benefit from traffic improvements and upgrades.
   c. Recommendation: The Traffic Committee unanimously recommended the following items:
      i. Installation of Side Road Intersection signs (W2-2(L&R)) for eastbound and westbound traffic along Cameron Avenue leading up to the intersection with Easthills Drive, per CAMUTCD Section 2C.11.
      ii. Installation of CROSS TRAFFIC DOES NOT STOP (plaque) (W4-4p) beneath both existing Stop signs at the intersection of Easthills Drive at Cameron Avenue, per CAMUTCD Section 2C.59.
      iii. Installation of "Island alert curb reflectors" at the outside portion of the curb and repaint raised median island in retroreflective yellow paint to improve visibility at the intersection of Easthills Drive and Cameron Avenue, per CAMUTCD Section 3I.04.
      iv. Installation of Solar Powered Radar Speed Feedback signs on Cameron Avenue West of Grand Avenue midblock and East of Barranca Street midblock per CAMUTCD Section 2B.13.19. The Solar Powered Radar Speed Feedback sign should be installed on the same post as existing 45 MPH speed limits signs.
      v. Installation of reflective Channelizers around both islands located at the intersection of Cameron Avenue at Easthills Drive. These yellow flexible channelizer posts with white retroreflective units in a breakaway anchor should be placed around the perimeter of both islands, per CAMUTCD Section 3H.01, Section 3I.03, and Section 3I.05. Channelizers may be used for additional emphasis to discourage median crossings at traffic islands and at lane separations. See CAMUTCD Section 3H.01 and Figure 3H-101 (CA) for specifications.
      vi. Repaint striping, stop and stop bar leading into intersection along Easthills Drive at Cameron Avenue.
4. **LINE OF SIGHT REVIEW AT THE INTERSECTION OF MERCED AVENUE AT GRETTA AVENUE**
   a. Request: The City of West Covina received a request to review line of sight conditions at the intersection of Merced Avenue and Gretta Avenue. The resident is requesting that red curb be added on the northeast corner of Merced Avenue near Gretta Avenue to increase visibility for vehicles making turns from Gretta Avenue onto Merced Avenue. As part of the traffic review the following items were reviewed: existing roadway conditions, 5.5 years of collision history, and line of sight.
   b. Review Standard: After a thorough review of existing field and traffic conditions and per the California Manual on Uniform Traffic Control Devices (CAMUTCD), California Vehicle Code (CVC), based on the traffic review and engineering judgment, it was determined that the over-grown trees and

bushes blocking the intersection located in the public right of way be trimmed and that red curb should be installed along the northeast curb of Merced Avenue and Gretta Avenue intersection to prevent vehicles from parking too close to the corner. The red curb will improve the line of sight for vehicles exiting Gretta Avenue onto Merced Avenue.

c. Recommendation: The Traffic Committee unanimously recommended the following items:
    i. Contact the West Covina Maintenance Division to request trimming of any over-grown trees and bushes located in the public right of way that may be blocking the intersection.
    ii. Install approximately 20-feet of red curb along the north side of Merced Avenue beginning from the end of curve at of Merced Avenue and Gretta Avenue. The red curb will improve line-of-sight for left turning vehicles and will prevent vehicles from parking too close to Gretta Avenue. CAMUTCD Section 3B.23, CAMUTCD Section 3B.19, and CVC Section 22500.
    iii. This will remove approximately 1 parking space and leave a remaining 65-feet of regular curb along the north side of Merced Avenue, just east of Gretta Avenue.
    iv. Repaint STOP Street Markings and Stop Bar located on southbound Gretta Avenue approaching Merced Avenue.
    v. Add "Cross Traffic Does Not Stop" (W4-4P) plaque under the existing STOP sign (R1-1) for southbound traffic on Gretta Avenue. CAMUTCD Section 2C.59.

5. **TRAFFIC REVIEW ALONG AZUSA AVE AT GARVEY AVE NORTH**
    a. Request: The City of West Covina received a request to review the northbound right turn only lane on Azusa Avenue at Garvey Avenue North. The request was to conduct a traffic review of the northbound right turn only lane on Azusa Avenue at Garvey Avenue to evaluate deterring vehicles in that lane from merging to the through lane continuing north on Azusa Avenue. As part of the traffic review the following items were looked at: a review of the existing roadway conditions and 5 years of collision history. Peak hour traffic counts as well as a review of the speed sample obtained from the 2017 Citywide Speed Survey were also analyzed. This item was first presented to the Traffic Committee for discussion during the May 8, 2021 Meeting, and brought back with recommendations to the August 10, 2021 Traffic Committee Meeting.
    b. Review Standard: After a thorough review of existing field and traffic conditions and per the California Manual on Uniform Traffic Control Devices (CAMUTCD), California Vehicle Code (CVC), based on the traffic review and engineering judgment, it was determined that the intersection of Azusa Avenue at Garvey Avenue North would benefit from upgraded pavement markings and flexible channelizers to increase driver awareness that the northbound far-right turn only lane on Azusa Avenue heading northbound is for right turn only traffic and not through movements.
    c. Recommendation: The Traffic Committee unanimously recommended the following items:
        i. Install Lane Line Extension pavement markings that separate the far-right northbound right turn lane from other lanes along Azusa Avenue, at the intersection of Garvey Avenue North, in order to provide drivers with an additional reminder that the far-right lane is for right turn only movements.
        ii. Install Lane Line Extension pavement markings at the intersection of Azusa Avenue and Garvey Avenue North for right turning vehicles from Azusa Avenue onto Garvey Avenue North. Lane line extensions in the intersection should be solid white lines at the same width as the line markings they extend in reflective white paint, per CAMUTCD Section 3B.08.
        iii. Install Flexible Channelizers on top of added white line extension that separates the far-right northbound right turn lane from the other lane. Channelizers are flexible retroreflective devices for installation within the roadway to discourage road users from crossing a line or area of the roadway. Unlike delineators, which indicate the roadway alignment, channelizers are intended to provide additional guidance and/or restriction to traffic by supplementing pavement markings and delineation, per CAMUTCD 3H.01.

6. **TRAFFIC REVIEW AT THE INTERSECTION OF WILLOW AVENUE AND MERCED AVENUE**
    a. Request: The City of West Covina received a request to review the traffic and parking conditions at the corner of Willow Avenue and Merced Avenue due to difficulty in entering/existing the driveway as well as conduct a traffic review of the intersection. This intersection is an all-way STOP controlled intersection. As part of the traffic review the following items were looked at: existing roadway and parking conditions, traffic analysis, and a 5-year collision history.
    b. Review Standard: After a thorough review of existing field and traffic conditions and per the

California Manual on Uniform Traffic Control Devices (CAMUTCD), California Vehicle Code (CVC), based on the traffic review and engineering judgment, it was determined that red curb be installed on the northwest side of Willow Avenue between the existing crosswalk and the driveway located at the 1211 S Willow Avenue property. This will not impact parking, and it will prevent vehicles from encroaching into the resident's driveway. It was also recommended to paint red curb between all existing Stop signs and existing crosswalk lines at the intersection of Willow Avenue and Merced Avenue, as well as update the existing signage and pavement striping at the 4-Way Stop controlled intersection.

c. Recommendation: The Traffic Committee unanimously recommended the following items:
    i. Paint approximately 20 feet of red curb east of the driveway located at the 1211 Willow Avenue property per CAMUTCD Section 3B.19, CVC Section 22500.
    ii. Paint 20 feet of red curb on the approach side of each STOP sign to improve visibility for approaching vehicles of the STOP sign and to improve the view of pedestrians per CAMUTCD Section 3B.19.
    iii. Remove and replace the existing faded STOP Ahead Signs (W3-1) with highly reflective neon yellow advance STOP Ahead (W3-1) signs per CAMUTCD Section 2C.36
    iv. Repaint STOP ahead pavement legends and existing crosswalks with ladder stripes: Refresh existing STOP ahead pavement legends for all directions of travel along Merced Avenue and Willow Avenue as well as repaint existing crosswalks with white paint and ladder striping per CAMUTCD Section 3B.20 and CAMUTCD Figure 3B-19(CA)
    v. Remove and replace the existing STOP signs with reflective 30"x30" STOP (R1-1) signs at each approach and the mini-islands, adding a 4-way plaque under each STOP sign, and adding reflective posts in red reflective tape for each direction at the intersection of Willow Avenue and Merced Avenue, to improve visibility of stop signs for drivers per CAMUTCD Section 2B.03 Table 2B-1
    vi. Install red reflective strips all STOP sign posts for all directions: Place red reflective strips on post of the (6 qty) STOP signs at the intersection of Willow Avenue and Merced Avenue per CAMUTCD Section 2A.07
    vii. Repaint mini-islands curbs located along Merced Avenue for both directions: Install "Island alert curb reflectors" at the outside portion of the curb and repaint raised median island in retroreflective yellow paint to improve visibility per CAMUTCD Section 3I.04. These reflectors increase visibility for nighttime driving.
    viii. Restripe the centerline in all directions and yellow channelizing lines leading to the mini-islands.
    ix. Replace damaged RPMs with new yellow RPMs approaching the mini-islands: Remove the damaged sets of RPMs and replace with new Yellow RPMs leading up to the mini islands located along Merced Avenue in both directions.

**BACKGROUND:**

The West Covina Traffic Committee regularly meets and holds public meetings on the second Tuesday of each month. The Traffic Committee consists of the City Traffic Engineer, the Chief of Police, or, in his discretion as his representative, the Chief of the Traffic Division, and the City Engineer. The Traffic Committee reviews resident, community, and City requests pertaining to any traffic related items. These items are presented with recommendations for Traffic Committee approval, and then are later presented to City Council for final approval.

**OPTIONS:**

The options available to the City Council are as follows:

1. Approve the Traffic Committee recommendations; or
2. Provide alternative direction.

**Prepared by:** Jana Robbins, PTP, RSP, Project Manager

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**Fiscal Impact**

**FISCAL IMPACT:**

The proposed improvements will be installed and included as part of the Fiscal Year 2021-22 Residential Streets Rehabilitation Program. The cost of proposed improvements will be presented to City Council at a future date for approval as part of the construction contract award staff report for this project.

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**CITY COUNCIL GOALS & OBJECTIVES:** Enhance the City Image and Effectiveness
Protect Public Safety

# AGENDA STAFF REPORT

**City of West Covina | Office of the City Manager**

**DATE:** October 19, 2021

**TO:** Mayor and City Council

**FROM:** David Carmany
City Manager

**SUBJECT: CONSIDERATION OF CONTRACT FOR AN ENTERPRISE RESOURCE PLANNING SYSTEM**

**RECOMMENDATION:**

It is recommended that the City Council:

1. Award contract for Request for Proposals ("RFP") No. 13-008 for an Enterprise Resource Planning ("ERP") System to Tyler Technologies Inc.
2. Authorize the City Manager to negotiate and execute an agreement with Tyler Technologies Inc., in substantially the form attached and in such final form as approved by the City Attorney; and
3. Approve a purchase order to Tyler Technologies Inc. totaling $871,436 for the software licenses, annual fees, data conversion, implementation services, and estimated travel associated with the software conversion.
4. Authorize up to a 25% contingency allocation, totaling $217,589, for additional applications, services, and data conversions deemed necessary to ensure a fully functional system.
5. Authorize the remaining project budget, in the amount of $410,975, for other products and services necessary to ensure successful migration to the new software including but not limited to project management, additional hardware or software, and infrastructure upgrades. Products and services to be rendered by undetermined vendors following the City's procurement requirements.
6. Authorize the City Manager to approve any and all purchases and execute any and all agreements for products and services within the remaining project budget of $410,975.

**BACKGROUND:**

The City's current financial software is outdated with limited functionality. Therefore, its replacement was included in the FY2021-22 Budget. Staff solicited an RFP on Tuesday, July 6, 2021, through Planet Bids and the City Clerk's office opened five proposals in response to the solicitation on Thursday, July 29, 2021. The goal of a new application will be to increase efficiencies, transparency, and customer service specifically in the areas of Finance, Human Resources and Payroll.

**DISCUSSION:**

Staff first reviewed the proposals to determine that submissions conformed to all the material aspects of the requirements in the RFP, a demonstrated understanding of the RFP requirements and the financial stability to successfully implement a comprehensive ERP system. Next, a team of three staff members (IT Manager, Purchasing Manager, and Assistant Finance Director) evaluated the written proposals based on the following criteria:

| Criteria | Max Points | CentralSquare Technologies, LLC | Creoar Consulting, LLC | HKW Solutions, Inc. | Kelly Technology | Tyler Technologies, Inc. |
|---|---|---|---|---|---|---|
| Qualifications | 15 | 12 | 7 | 7 | 5 | 15 |
| Functional Requirements | 30 | 18 | 15 | 13 | 14 | 27 |
| Project Scope | 25 | 18 | 15 | 12 | 12 | 24 |
| Training, Support, and Technical Documentation | 10 | 6 | 6 | 5 | 4 | 10 |
| Pricing | 20 | 10 | 9 | 12 | 6 | 16 |
| **Total Score** | **100** | **64** | **52** | **49** | **41** | **91** |

Based on the criteria above, Tyler Technologies had the highest average score and lowest cost; therefore, Tyler was invited to demonstrate its proposed software. The proposed Munis Software has an interactive dashboard that provides management a real-time, high-level overview of the financial metrics across the organization. It will be a tool for managers to monitor and report on financials. There is also the ability to create a public interface add-on that is automatically integrated and updated with the financial system.

Tyler Technologies is the City's current software provider. Tyler Technologies provides integrated software and technology services to the public sector. Tyler has more than 27,000 successful installations across more than 11,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations.

**LEGAL REVIEW:**

The City Attorney's Office will review and approve as to form the agreement with Tyler Technologies and any agreements entered into in connection with the ERP System prior to execution.

**Prepared by:** Stephanie Sikkema, Assistant Finance Director

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**Fiscal Impact**

**FISCAL IMPACT:**

The total cost for the initial investment is $871,436 for the new ERP.

| | One-Time | Recurring Annual Fees | Total Initial Investment |
|---|---|---|---|
| Base Software (Financials, Human Capital Management, Document Management, and Forms) | 143,840 | 173,046 | 316,886 |
| Implementation Services (Estimate based on hours) | 339,580 | | 339,580 |
| Data Conversion Services from Existing System | 35,750 | | 35,750 |
| Third-party Hardware, Software, and Services | 1,650 | | 1,650 |
| ***Subtotal Base*** | ***520,820*** | ***173,046*** | ***693,866*** |
| Estimated Travel Costs | 23,290 | | 23,290.00 |
| Add-Ons | | | |
| Additional Applications (Civic Services, Open Finance, Cybersecurity) | 24,880 | 81,000 | 105,880 |
| Third-party Hardware, Software, and Services | 42,200 | 6,200 | 48,400 |
| ***Subtotal Add-Ons*** | ***67,080*** | ***87,200*** | ***154,280*** |
| **Grand Total** | **$611,190** | **$260,246** | **$871,436** |

A total of $1,500,000 was included in the FY2021-22 Budget for this purpose (Project No. 22014, Account No. 179.80.7003.7900).

| Project Budget | Amount |
|---|---|
| Base Cost (Original PO) | 871,436 |

| | |
|---|---|
| Contingency (25%) | 217,589 |
| Project Management and Other Services | 410,975 |
| **Total Project Budget** | **$1,500,000** |

**Attachments**

Attachment No. 1 - Service Agreement

**CITY COUNCIL GOALS & OBJECTIVES:** Achieve Fiscal Sustainability and Financial Stability
Financial Recovery Plan/Corrective Action

# SOFTWARE AS A SERVICE AGREEMENT[1]

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

**SECTION A – DEFINITIONS**

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means INSERT CLIENT NAME.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.

[1] HIGHLIGHTED PROVISIONS INDICATE PROVISIONS THAT MAY OR MAY NOT APPLY TO THE PARTICULAR CLIENT/CONTRACT. DURING CONTRACT NEGOTIATIONS, THOSE PROVISIONS WILL BE ADJUSTED AS NECESSARY.

- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

**SECTION B – SAAS SERVICES**

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such

software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

   6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In

either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating

to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

**SECTION C –PROFESSIONAL SERVICES**

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan/ the Statement of Work. We will finalize that documentation with you upon execution of this Agreement.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and

security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-

current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

**SECTION D – THIRD PARTY PRODUCTS**

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

**SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

**SECTION F – TERM AND TERMINATION**

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

**SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final

judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

**3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL**

**TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

**SECTION H – GENERAL TERMS AND CONDITIONS**

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt

certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent

permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

| | |
|---|---|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement |
| | Schedule 1: Support Call Process |
| Exhibit D | Third Party Terms |
| Exhibit E | Statement of Work |

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

INSERT CLIENT NAME

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
INSERT CLIENT NAME
CLIENT ADDRESS
ADDRESS
Attention: _____

# Exhibit A
# Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

*Tyler sales quotation to be inserted prior to Agreement execution.*

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

# Exhibit B
# Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing**: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.

   2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.[2]

   2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

   2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.[3]

   2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the

[2] IF IMPLEMENTATION SERVICES, ETC. ARE QUOTED AS PART OF SAAS FEES, REPLACE THIS TEXT WITH: "IMPLEMENTATION AND CONVERSION SERVICES ARE QUOTED AS PART OF YOUR SAAS FEES, AND WILL BE INVOICED AS SET FORTH ABOVE."

[3] REMOVE IF IMPLEMENTATION AND CONVERSION SERVICES FEES ROLLED INTO SAAS FEES.

applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.
Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.5 *Tyler Notify Minutes and Messages*: Tyler Notify Minutes and Messages are invoiced when we make Tyler Notify available to you. Subsequent fees for minutes and messages, at our then-current rates, will be due when you request additional minutes and messages and they are made available to you. Unused minutes and message expire at the end of the applicable annual term.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

5. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.[4]

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting

[4] USE FOR FLIP CONTRACTS WHERE THE SAAS TERM BEGINS BEFORE THE END OF THE ANNUAL MAINTENANCE TERM.

AR@tylertech.com.

# Exhibit B
# Schedule 1
# Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

| | |
|---|---|
| Depart before 12:00 noon | Lunch and dinner |
| Depart after 12:00 noon | Dinner |

Return Day

| | |
|---|---|
| Return before 12:00 noon | Breakfast |
| Return between 12:00 noon & 7:00 p.m. | Breakfast and lunch |
| Return after 7:00 p.m.* | Breakfast, lunch and dinner |

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

| | |
|---|---|
| Breakfast | 15% |
| Lunch | 25% |
| Dinner | 60% |

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

   All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

   When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

   The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

   Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

**AGENDA ITEM NO. 5**

# AGENDA STAFF REPORT

**City of West Covina | Office of the City Manager**

**DATE:** October 19, 2021

**TO:** Mayor and City Council

**FROM:** David Carmany
City Manager

**SUBJECT: CONSIDERATION OF PURCHASE OF FIRE DEPARTMENT FLEET VEHICLES, ACCEPTING STATE BUDGET FUNDING AND APPROVING BUDGET AMENDMENT**

**RECOMMENDATION:**

It is recommended that the City Council take the following actions:

1. In accordance with West Covina Municipal Code Chapter 2, Article VII, Division 2, Sec. 2-333(i)(2), and the findings of the West Covina Finance Department/Purchasing Officer, find that the Sourcewell/72 Hour LLC dba: National Auto Fleet Group Contract #060920-NAF satisfies West Covina's bidding requirements and authorize the purchase of two (2) 2022 Dodge Ram Chassis with Leader ambulance upfit to complete two (2) rescue ambulances in the amount of $556,252.33 with a 15% contingency (including sales tax, delivery, and options) from National Auto Fleet Group.

2. In accordance with West Covina Municipal Code Chapter 2, Article VII, Division 2, Sec. 2-333(i)(2), and the findings of the West Covina Finance Department/Purchasing Officer, find that the Sourcewell/Pierce Manufacturing Inc., Contract #022818-PMI satisfies West Covina's bidding requirements and authorize the purchase of two (2) Pierce Arrow XT Fire Engines and one (1) Pierce Arrow XT 107' Quint capable Truck company, in the amount of $3,646,991.86 (including sales tax, delivery, and options) from Pierce Manufacturing Inc. Prepayment to obtain additional discounts.

3. In accordance with West Covina Municipal Code Chapter 2, Article VII, Division 2, Sec. 2-333(i)(2), and the findings of the West Covina Finance Department/Purchasing Officer, find that the Sourcewell/72 Hour LLC dba: National Auto Fleet Group Contract #120716-NAF satisfies West Covina's bidding requirements, and authorize the purchase of one (1) 2022 Chevy Special Service Vehicle in the amount of $79,841.51 (including sales tax, delivery, and options) from National Auto Fleet Group.

4. Accept and appropriate the 2021 State Budget Funding for the City of West Covina (AB 170, Section 174, Fire and Public Safety which can be found on page 349), in the amount of $350,000 for West Covina Fire Department for the purchase of fire engines and authorize the City Manager to execute all related agreements, and

5. In accordance with West Covina Municipal Code Chapter 2, Article VII, Division 2, Sec. 2-333(i)(2), and the findings of the West Covina Finance Department/Purchasing Officer, find that the GSA Contract No. GS-35F-0143R satisfies West Covina's bidding requirements, and authorize the purchase of mobile data communications equipment in the amount of $20,894.79 from Acura Systems International Inc., to be installed by Leader Emergency Vehicles in the new ambulances and Pierce Manufacturing Inc. in new fire apparatus.

6. Adopt the attached resolution authorizing the necessary budget amendment:

**RESOLUTION NO. 2021-100 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2021, AND ENDING JUNE 30, 2022 (2021 STATE BUDGET FUNDING AB 170/RECOVERY FUNDS)**

**BACKGROUND:**

The West Covina Fire Department ("Fire Department") is a full-service fire department providing Paramedic-based level of pre-hospital emergency ground transportation for sick and injured persons throughout the City, and fire apparatus to deliver fire suppression and rescue services. These services are done through apparatus housed and responding from five fire stations throughout the City. Recommendations are to bring apparatus and fleet into compliance with industry and national standards as set forth by the National Fire Protection Agency (NFPA) and standardized fleet replacement through the recognized American Public Works Association (APWA) point system.

**DISCUSSION:**

Apparatus lifespans are not determined by mileage alone, per the NFPA standard 1911 (Inspection, Maintenance, Testing, and Retirement of In-Service Emergency Vehicles). The useful life of an emergency medical service (EMS) vehicle depends on many factors, including vehicle mileage and engine hours, quality of the preventative maintenance program, quality of the driver training program, whether the fire apparatus was used within the design parameters, whether the apparatus was manufactured on a custom or commercial chassis, quality of workmanship by the original manufacturer, quality of the components used, and availability of replacement parts, to name a few. Standard for Automotive Fire Apparatus, NFPA 1901, and Standard on Fire Department Occupational Safety and Health, NFPA 1500. NFPA 1901 recommends that the effective frontline service of a fire engine or aerial apparatus be limited to 10 years. Upon replacement, frontline apparatus may then be placed into a "Reserve" status for an additional five to ten years, not to exceed twenty years. The standardization of fleet evaluation through the APWA is an authenticated and respected point system that allows the organization to identify and plan for fleet replacement. The system identifies age, mileage, type of service, reliability, maintenance and repair costs, and condition tied to a point system to identify needs. The APWA system establishes consistent practice for determining vehicle/unit replacement, routine evaluation of vehicles and have a process that is proactive rather than reactive.

- AGE – 1 Point for Each Year of Chronological Age.
- MILEAGE – 1 Point for each 10,000 Miles of Use
- TYPE OF SERVICE – 1, 3, or 5 point(s) are assigned based on type of service that vehicle receives.
- RELIABILITY – Points are assigned as 1, 3, or 5 depending on the frequency that a vehicle is in the shop for Repair.
- MAINTENANCE AND REPAIR (M&R) COSTS - 1 to 5 points are assigned based on total Life M&R compared to original purchase price.
- CONDITION – 1 to 5 points assigned with 1 for Excellent condition and 5 being Poor Condition.

During an EMS call, vehicle reliability is assumed, but the reality is that the current ambulance fleet is becoming less reliable as the number of EMS calls per year increases while vehicle useful life is simultaneously extended. Should any of the three in-service ambulances fail, the Fire Department has limited reserve ambulances available currently. However, the reliability of the reserve ambulances over an extended amount of time is unknown. In addition to the normal maintenance, the normal vehicle for Rescue 4 has been out-of-service for an extended amount of time for collision repair. The current fleet also uses two 17-year-old ambulances well beyond their service life by any standard.

Within the region, the Los Angeles Fire Department currently replaces their rescue ambulances every six years whereas the City of Monterey Park replaces their rescue ambulances every nine years. Rescues 1 and 4 were put into service eight years ago and will be in service for at least one additional year for new ambulance build time. Currently, the City of West Covina does not have a vehicle policy regarding the useful life of each vehicle type. The Fire Department provides this rescue ambulance paramedic service through three frontline ambulances that

are staffed and deployed 24/7/365. The Fire Department also maintains a reserve ambulance fleet to provide support should any of the frontline ambulances require maintenance or repair.

The Fire Department operates one fire engine out of four of the City's five fire stations, and one aerial truck company operated out of one station as a dual fire truck/fire engine. Of these apparatuses, only two of the Fire Department's frontline fire engines apparatuses meets the minimum recommend years of service. The purchase of one (1) new Pierce Aerial Ladder Truck (Quint capable) and two (2) Pierce Fire Engines to replace an aging fleet will bring the Department into compliance. The Fire Department maintains two (2) reserve fire engines and one (1) unstaffed fire engine which are routinely placed into front-line service when primary front-line units are unavailable due to mechanical issues, scheduled maintenance or if they are deployed on regional or out of county operations, and they far exceed any recommendations for reserve apparatus. Due to catastrophic mechanical failure, one of the Department's two reserve fire engines is currently out of service for an unknown amount of time, leaving the Department with only two available reserve fire apparatus. The Fire Department's reserve aerial apparatus is a 2000 Aerial fire truck (non-Quint capable). As the front-line truck is a Quint capable unit it is being used a single resource Fire Engine/Fire Truck when it is out of service the back-up is not a Quint capable truck and needs a reserve fire engine placed into service as a tandem unit to keep a water resource within the district and an extra Engineer is needed to drive the tandem fire engine.

Frequent mechanical issues and lack of reliable reserve apparatus have created operational challenges resulting in gaps in fire service coverage when no available fire units are available to staff. The request to replace two fire engines and one aerial apparatus is based on the fact that the Fire Department's aging fleet has reached a critical point where maintenance and repair costs, combined with reliability issues has begun to significantly impact the Department's emergency response capabilities, including not having enough apparatus to effectively staff each of the Department's five fire stations. In addition to increased maintenance and repair costs, front line units are being taken out of service for significant periods of time. These challenges have resulted in the Fire Department having to rely on frequent assistance from neighboring fire agencies ranging from increased mutual aid responses to borrowing other agencies reserve apparatus. In the past several years, the Fire Department has borrowed fire engines and aerial apparatus to be used as frontline apparatus from Los Angeles County Fire Department, Beverly Hills Fire Department, and the City of La Verne. On several occasions, when no reserve apparatus is available, the Fire Department has been forced to temporarily cross staff crews on Fire Department utility vehicles with no pumping or aerial capabilities.

The West Covina Fire Department Command Staff provides 24-hour incident command and response services for the City of West Covina. The role of the Fire Chief is to manage all emergencies that exist where extensive life and/or property are in danger. The Fire Chief is the Incident Commander during incidents (when necessary) and responds to any incidents where the on-duty Assistant Chief is not able to manage the incident. The command vehicle is an all-terrain response vehicle that houses all the necessary equipment to respond, communicate, and effectively manage an incident, and allows for the traversing of all terrain that may be encountered during an emergency response. The City has not purchased a Fire Chief vehicle since before 1995. The current Fire Chief vehicle is a former Police Department 2003 pool vehicle and is out of service regularly.

Apparatus will need tools and equipment to be properly outfitted for service. Costs will go through the proper procurement procedures utilizing the expenditure amounts already identified within this report.

Staff is proposing to purchase vehicles utilizing Sourcewell, formally the National Joint Powers Alliance (NJPA) program, through Contract #060920-NAF, #022818-PMI, and #120716-NAF. Mobile data communications equipment is to be purchased through the GSA Contract No. GS-35F-0143R.

The Sourcewell program and GSA program are public agencies, member-driven service cooperatives. Sourcewell offers a multitude of contracted products, equipment, and service opportunities to local government agencies. Sourcewell offers its members purchasing contracts that are competitively bid nationally to enable contracted suppliers and member agencies to work smarter and more efficiently and bring considerable value to member agencies. By utilizing the Sourcewell purchasing contract services, local government agencies can expedite and purchase critical equipment much quicker than using traditional acquisition methods. Sourcewell products and suppliers are already approved by the United States General Service Administration, so no request for proposal or

bidding is required. The Purchasing Division has verified that the cooperative contracts with National Auto Fleet and GSA meet all requirements set forth in Section 2-333(i)(2) of the West Covina Municipal Code and therefore formal contract procedures may be waived.

| Location | Status | Description | Unit No. | Mileage | APWA points | APWA grade |
|---|---|---|---|---|---|---|
| Station No. 1 | Frontline | 2014 North Star Ambulance | F-35 | 102,547 | +30 | D-replace |
| Station No. 1 | Reserve | 2004 Leader Ambulance | F-30 | 145,432 | +30 | D-replace |
| Station No. 1 | Reserve | 2004 Leader Ambulance | F-32 | 120,200 | +30 | D-replace |
| Station No. 2 | Frontline | 2017 Leader Ambulance | F-37 | 28,223 | 12 | A-excellent |
| Station No. 2 | Reserve | 2008 North Star Ambulance | F-34 | 142,540 | +30 | D-replace |
| Station No. 4 | Frontline | 2014 North Star Ambulance | F-36 | 109,192 | +30 | D-replace |
| Station No. 1 | Frontline | 2016 Pierce Fire Engine | F-13 | 40,099 | 21 | B-good |
| Station No. 1 | Reserve | 2003 Saulsbury Fire Engine | F-23 | 121,431 | 30+ | D-replace |
| Station No. 1 | Reserve | 2000 Saulsbury Aerial Fire Truck (non-Quint capable) | F-5 | 100,115 | 30+ | D-replace |
| Station No. 2 | Frontline | 2016 Pierce Aerial Fire Truck (Quint capable) | F-4 | 28,267 | 18 | A-excellent |
| Station No. 3 | Frontline | 2016 Pierce Fire Engine | F-14 | 45,317 | 21 | B- good |
| Station No. 3 | Reserve | 2002 Saulsbury Fire Engine | F-20 | 149,175 | 30+ | D-replace |
| Station No. 4 | Frontline | 2006 Pierce Fire Engine | F-24 | 142,293 | 30+ | D- replace |
| Station No. 5 | Frontline | 2002 Saulsbury Fire Engine | F-21 | 120,740 | 30+ | D-replace |
| Station No. 5 | Reserve | 2002 Saulsbury Fire Engine | F-22 | 115,984 | 30+ | D-replace |
| Fire Admin | Frontline | 2003 Ford Crown Victoria | F-6 | 155,562 | 30+ | D-replace |
| Fire Admin | Frontline | 2007 Ford Expedition | F-3 | 110,126 | 30+ | D-replace |
| Fire Admin | Frontline | 2003 Ford Escape | F-25 | 40,125 | 30+ | D-replace |
| Fire Admin | Frontline | 2003 Ford Crown Victoria | F-1 | 177,223 | 30+ | D-replace |
| Fire Admin | Frontline | 2002 Ford Crown Victoria | F-9 | 197,625 | 30+ | D-replace |

Mileage as of 9-7-2021

- A- Below 18 Points = Excellent Condition
- B- 19-22 Points = Good Condition
- C- 23-27 Points = Vehicle/Unit Qualifies for Replacement
- D- 28 Points and Above = Needs Immediate Consideration for Replacement

The California State Budget has been amended in Assembly Bill 170 (AB170) to allocate granted funds that have no match to assist with purchase of Fire Engines. The amended AB 170 budget (page 349 identifies City of West Covina AB 170, Section 174, Fire and Public Safety) allocates $350,000 to the West Covina Fire Department for the purchase of fire engines.

As per the August 17, 2021, City Council Agenda Item #4, Federal Coronavirus State & Local Fiscal Recovery Funds were previously approved and appropriated by the City Council for these Fire fleet items. The item identifies those adjustments will be necessary when bids and proposals are received. There are adjustments that are needed to meet the cost associated to these needed purchases.

**LEGAL REVIEW:**

The City Attorney's Office has reviewed the resolution and approved it as to form.

**OPTIONS:**

The City Council has the following options:

1. Approve Staff's recommendations.
2. Provide alternative direction.

**Prepared by:** Sherri Yuasa, Sr. Administrative Assistant

**Additional Approval:** Robbeyn Bird, Finance Director

---

**Fiscal Impact**

**FISCAL IMPACT:**

There is no impact on the City's General Fund. Federal Coronavirus State & Local Fiscal Recovery Funds were previously approved and appropriated by the City Council for these Fire fleet items, in account # 179.80.7003.7900 (CIP Project 22020,22021,22022). Vehicle Replacement Fund # 367.32.3210.7170 has already been appropriated with $80,000.00 for the Fiscal Year 2021-2022 for new Fire Chief vehicle. Agenda Item # 4, from City Council agenda from August 17, 2021, stated updates and adjustments will be brought to Council as actual bids and proposals are received.

| **Project/Fund** | | **Amount** |
|---|---|---|
| Vehicle Replacement Fund 367 | 367.32.3210.7170 | $79,841.51 |
| Fire Truck 22020 | 179.80.7003.7900 | $1,840,000.00 |
| Fire Engines 22021 | 179.80.7003.7900 | $1,810,000.00 |
| Rescue Ambulances 22022 | 179.80.7003.7900 | $556,252.33 |
| Pumper and Fire Truck Fund 232 | 232.32.3210.7170 | $350,000.00 |
| **Total Amount** | | **$4,636,090.84** |

There is no new impact to the General Fund with these purchases.

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**Attachments**

Attachment No. 1 - National Auto Fleet RFP and Contract 060920

Attachment No. 2 - Pierce Fire Apparatus RFP and Contract 022818

Attachment No. 3 - National Auto Fleet RFP and Contract 120716-NAF

Attachment No. 4 - AB 170

Attachment No. 5 - GSA Synnex Coroporation RFP and Contract GS-35F-0143R MDC

Attachment No. 6 - Resolution 2021-100

**CITY COUNCIL GOALS & OBJECTIVES:** Protect Public Safety

**Attachment No. 1**


# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com


October 4, 2021

Chief Vincent Capelle
West Covina Fire Department
1444 West Garvey Ave, South
West Covina, Ca 91790
Delivery Via Email

Dear Chief Capelle,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at West Covina, new/unused 2022 Ram 4500 Chassis Cab (DP4L64) SLT 4X2 Reg Cab 84" CA 168.5 WB Up responding to your requirement with the attached specifications for 58,988.00 plus Upfit State Sales Tax, and $8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 060920-NAF.

| | One unit MSRP | Selling Price | Total Savings | Extended units (2) | Total Savings |
|---|---|---|---|---|---|
| 2022 Ram 4500 Reg Cab SLT Chassis 2WD 60" CA 168.5 WB | 60,070.00 | 58,988.00 | 1.80% | 117,976.00 | 2,164.00 |
| Leader Upfit | | 194,369.00 | | 388,738.00 | |
| Two Extra Keys | | 400.00 | | 800.00 | |
| Sub Total | | 253,757.00 | | 507,514.00 | |
| Sales Tax | | 24,106.92 | | 48,213.83 | |
| Tire Tax | | 12.25 | | 24.50 | |
| Transport | | 250.00 | | 500.00 | |
| Total | | 278,126.17 | | 556,252.33 | |

Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.


Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-457-5590 O
714-264-1867 C
Buzzard5150@gmail.com


TOYOTA CHEVROLET NISSAN Ford CHRYSLER DODGE Jeep RAM

LEADER EMERGENCY VEHICLES
REV GROUP

10941 Weaver Ave
South El Monte, CA 91733

Geoff Maze, Sales Representative
Mobile: (626) 377-2931

23-Sep-2021

# QUOTATION

## West Covina Fire Department
819 S. Sunset Avenue
West Covina Fire Department

| TERMS | FOB | SHIP VIA |
|---|---|---|
| COD | | Ground |

| QUANTITY | DESCRIPTION | Pricing EACH | Pricing EXTENDED AMOUNT |
|---|---|---|---|
| 2 | Type I 150/96" LE Ambulance Conversion only for 2022 Dodge 4x2 DSL 168.5" WB<br><br>NAFG/Sourcewell contract to provide quote to customer with chassis | $ 194,369.00 | $ 388,738.00 |
| | **Sub-Total** | **$ 194,369.00** | **$ 388,738.00** |
| 1 | Sales Tax 0.00% | $ - | $ - |
| 1 | CA Tire Fee $0.00 (Per Tire) | $ - | $ - |
| | **TOTAL QUOTED AMOUNT** | **$ 194,369.00** | **$ 388,738.00** |

**Delivery:**

**Customer Approval:**

**Signature**

**Date**

**Payment: (Please check one)**

- **Loan** ☐
- **Leasing** ☐
- **Company Check** ☐
- **Wire Transfer** ☐

Purchaser agrees to defend, indemnify and hold Halcore Group Inc., dba Leader Industries, harmless from any claims, costs (including actual attorney's fees), damages and liabilities caused in whole or inpart by any alteration or modification of, or changes, or additions to the purchased products.

TERMS: All Vehicle Sales Are C.O.D. Titles to be Processed Upon Receipt of Payment in Full.

Quotation is valid for 60 days

This quotation and attachments are intended for the use of the individual, or entity to whom it is addressed and are not to be distributed, forwarded, copied or or verbally communicated without the written consent of Leader Industries.

# RFP #060920
# REQUEST FOR PROPOSALS
# for
# Class 4-8 Chassis with Related Equipment, Accessories, and Services

## Proposal Due Date: June 9, 2020, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Solicitation Schedule**

| | |
|---|---|
| Public Notice of RFP Published: | April 16, 2020 |
| Pre-proposal Conference: | May 19, 2020 10:00 a.m., Central Time |
| Question Submission Deadline: | June 2, 2020, 4:30 p.m., Central Time |
| **Proposal Due Date:** | **June 9, 2020,** 4:30 p.m., Central Time<br>Late responses will not be considered. |
| Opening: | June 9, 2020, 6:30 p.m., Central Time ** |

** SEE RFP SUB-SECTION V. G. "OPENING"

# I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

## A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

## B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): https://www.sourcewell-mn.gov/sourcewell-for-vendors/member-locator.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

## II. EQUIPMENT, PRODUCTS, AND SERVICES

### A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

### B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services, including, but not to be limited to:

   a. Chassis and cabs as classified by gross vehicle weight ratings (GVWR):

Class 4: 14,001-16,000 lbs
Class 5: 16,001-19,500 lbs
Class 6: 19,501-26,000 lbs
Class 7: 26,001-33,000 lbs
Class 8: 33,001+ lbs

b. A wide range of Class 4-8 chassis types and classifications, including conventional internal combustion, natural gas or propane autogas, hybrid or alternative fuel, and electric powered Class 4-8 Chassis.

c. Proposers may include Class 3 chassis provided that they are complementary to Proposer's offering of Class 4-8 chassis.

d. Proposers may include related equipment, accessories, and services to the extent that the solutions are an incidental portion of the response.

2. The primary focus of this solicitation is on Class 4-8 Chassis with Related Equipment, Accessories, and Services. This solicitation should NOT be construed to include:

a. Transit buses.

3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

a. School Buses with Related Supplies, Parts and Services (RFP #102115); and
b. Vehicles, Cars, Vans, SUVs, and Light Trucks with Related Equipment, Accessories, and Services (RFP #120716).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

## C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

## D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

## E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD $150 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

## F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

## III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or services**.** Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

### B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

## IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

## V. RFP PROCESS

### A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The

purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

## B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

## C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

i) make any required adjustments to its proposal;
ii) acknowledge the addenda; and
iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

## D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

## E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

## F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

## VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
  - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

| | |
|---|---|
| Conformance to RFP Requirements | 50 |
| Financial Viability and Marketplace Success | 75 |
| Ability to Sell and Deliver Service | 100 |
| Marketing Plan | 50 |
| Value Added Attributes | 75 |
| Warranty | 50 |
| Depth and Breadth of Offered Equipment, Products, or Services | 200 |
| Pricing | 400 |
| **TOTAL POINTS** | **1000** |

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of $20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;

- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

4/17/2020

Addendum No. 1
Solicitation Number: RFP 060920
Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Do you have a list of specifications for both the vehicles and equipment needed?

**Answer 1:**

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products, or services for this solicitation.

**Question 2:**

How are delivery charges handled at the time of order? Is there a list of potential destinations?

**Answer 2:**

It is left to the discretion of each proposer to propose a method for delivery charges that fits with their business practices. Proposals are evaluated based on the criteria stated in the RFP.

Sourcewell participating entities include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada.

**Question 3:**

How do I join the Pre-proposal conference on May 19, 2020?

**Answer 3:**

Refer to Section V. A. of the RFP for additional detail on the pre-proposal conference. All entities that have registered for this solicitation opportunity in the Sourcewell Procurement Portal will receive log-in instructions via email two business days prior to the webcast.

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End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 4/16/2020, is required at the time of proposal submittal.

4/22/2020

Addendum No. 2
Solicitation Number: RFP 060920
Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Will this bid be awarded by Class and Fuel type within that class? For example, separate awardees for Class 4 Gasoline, Class 4 Electric, Class 4 CNG, Class 4 Propane, Class 4 Diesel?

**Answer 1:**

Sourcewell is seeking "… the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities " (see, RFP Section II. B.). A Proposer should submit their complete line of equipment, products, or services that are applicable to the scope. Depending on the responses received, Sourcewell may need to organize responses into subcategories, and awards may be based on a subcategory (see, RFP Section II. G. 1 & 3). However, Sourcewell typically does not find it necessary to award by subcategory.

**Question 2:**

Will it now be mandatory for a Saskatchewan Rural Municipality to use this system to purchase class 4 - 8 trucks?

**Answer 2:**

- Refer to RFP Section I. B., …"Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources."

**Question 3:**

Are the references that are to be submitted, required to be an existing participating entity of Sourcewell?

**Answer 3:**

It is left to the discretion of each proposer to determine how to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables. Table 4 – References/Testimonials, Line Item 21, seeks information from "three customers who are eligible to be Sourcewell participating entities."

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End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 4/22/2020, is required at the time of proposal submittal.

4/29/2020
Addendum No. 3
Solicitation Number: RFP 060920
Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

In demonstrating Financial Strength as part of Question 9, will the supporting documents provided, end up in the public domain or is this just for Sourcewell internal use only?

**Answer 1:**

RFP Section VI., E., Disposition of Proposals, addresses the handling of materials submitted in response to the RFP under Minnesota Statutes Section 13.591. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

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End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 4/29/2020, is required at the time of proposal submittal.

5/4/2020

Addendum No. 4
Solicitation Number: RFP 060920
Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Would we be allowed to just bid the equipment we manufacture as we do not manufacture chassis?

**Answer 1:**

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). A proposal that is not in substantial compliance with the requirements of the RFP will be considered nonresponsive.

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End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/4/2020, is required at the time of proposal submittal.

5/12/2020

Addendum No. 5
Solicitation Number: RFP 060920
Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

How will the Administrative Fees for the resulting contracts from this RFP be determined? At what percentage rate or what flat fee can we expect to be charged?

**Answer 1:**

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

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End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/12/2020, is required at the time of proposal submittal.

5/13/2020

Addendum No. 6
Solicitation Number: RFP 060920
Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Is Sourcewell responsible for the registration of vehicles, or for the determination and collection of State/Provincial or Federal taxes due, on participating entity purchases under the contract (or contracts) awarded as a result of the RFP?

**Answer 1:**

No, Sourcewell is not involved in vehicle registration, or tax determination or collection, for participating entity transactions under the awarded contracts. A Proposer is to identify any transaction costs or fees that are not included in equipment pricing as described in RFP Section III. A. – Pricing and in template Contract Section 3. A. – Pricing. To the extent that a participating entity may be exempt from taxes or fees, the participating entity is responsible for providing a tax exemption certificate as described in template Contract Section 3. B. – Sales Tax.

**Question 2:**

Is Sourcewell financially responsible for participating entity purchases under the contract (or contracts) awarded as a result of the RFP?

**Answer 2:**

Participating entities are solely responsible for payment. See template Contract Section 6. A. – Participating Entity Use and Purchasing.

**Question 3:**

Does Sourcewell bear the risk of loss in the event that a vehicle is damaged or stolen, or a transaction is terminated, before title passes to the participating entity?

**Answer 3:**

No. Transactions under the contract are between the participating entity and the awarded vendor. Sourcewell has no liability for a participating entity's transaction or payment, and bears no risk of loss in the events described.

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End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/13/2020, is required at the time of proposal submittal.

5/18/2020

Addendum No. 7
Solicitation Number: RFP 060920
Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

What will be the effective dates (start and ending) for pricing submitted with the bid? Will that time frame be consistent for the 3 remaining annual periods?

**Answer 1:**

Refer to Section 3. - Pricing and Section 4. – Product and Pricing Change Requests, in the Sourcewell template Contract (available on the Sourcewell Procurement Portal), for guidance on pricing during the term of awarded contracts.

**Question 2:**

To what extent will Sourcewell make public the pricing files (IE: data books) supplied by bidders?

**Answer 2:**

Refer to RFP Section VI. E. - Disposition of Proposals for guidance on pricing material submitted in response to the RFP and applicable public data laws.

**Question 3:**

Can respondents to the solicitation expect that references provided to Sourcewell will not become public?

**Answer 3:**

Refer to RFP Section VI. E. - Disposition of Proposals, for guidance on materials submitted in response to the RFP and applicable public data laws.

**Question 4:**

For a Proposer that is a dealer representing multiple OEM brands, some of which will be submitting a response and some of which will not be submitting a response to the Sourcewell RFP, do we leave out our OEM's who are responding from our proposed solution?

**Answer 4:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, it is left to the discretion of each proposer to determine the equipment, products, and services that the proposer will include. The solicitation is a competitive process and proposals are evaluated on the content submitted.

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End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/18/2020, is required at the time of proposal submittal.

5/21/2020

Addendum No. 8
Solicitation Number: RFP 060920
Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

What is expected in the Marketing Plan requirement? Is the marketing plan to be reviewed by the agency?

**Answer 1:**

Refer to RFP Section II. F. – Marketing Plan for guidance on the marketing plan requirements. Each proposer, in its discretion, will determine the content of its marketing plan. The solicitation is a competitive process and proposals will be evaluated on the content submitted.

**Question 2:**

Will the Marketing Plan be given to participating entities? Or is this just for Sourcewell?

**Answer 2:**

Refer to RFP Section VI. E. – Disposition of Proposals, for guidance on materials submitted in response to the RFP and applicable data laws.

**Question 3:**

Will the agency/customer be willing to sign an NDA in order for a vendor to share technical specification details?

**Answer 3:**

Refer to RFP Section VI. E. – Disposition of Proposals, for guidance on materials submitted in response to the RFP and applicable data laws.

**Question 4:**

Will the agency accept redlines on the contract during the procurement process?

**Answer 4:**

Refer to RFP Section IV. - Contract for guidance on the process for requesting a modification to the template contract terms, conditions, or specifications.

**Question 5:**

Is the administrative fee set or is this fee negotiable prior to the award or when awarded?

**Answer 5:**

Refer to Addendum 5, Answer 1, posted to the Sourcewell Procurement Portal on May 12, 2020.

**Question 6:**

What marketing support does Sourcewell provide to an awarded vendor after a contract is issued?

**Answer 6:**

Refer to the "Sourcewell Vendor Resources" link provided on the Sourcewell Procurement Portal "Bids Homepage."

**Question 7:**

Are all cutaway passenger buses considered a transit bus, regardless of size, for this solicitation?

**Answer 7:**

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B. (Requested Equipment, Products and Services). A proposal that is not in substantial compliance with the requirements of the RFP will be considered nonresponsive.

**Question 8:**

Will purchase orders originate from Sourcewell or the participating entity?

**Answer 8:**

Refer to RFP Section I. B. – Use of Resulting Contracts, for additional guidance on the order process.

**Question 9:**

Do we need to register with the Secretary of State for a certificate to transact business in the State of MN?

**Answer 9:**

Each proposer, in its discretion, will determine the documentation necessary to best demonstrate its ability to serve Sourcewell participating entities and fulfill the requirements set forth in the RFP. A Certificate of the Minnesota Secretary of State is not a mandatory submittal requirement for this solicitation.

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End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/21/2020, is required at the time of proposal submittal.

5/26/2020

Addendum No. 9
Solicitation Number: RFP 060920
Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Federal and State incentives typically apply when quoting electric-powered truck chassis. Should we quote prices before incentives with a note that we will apply any applicable incentives? If not, how do you suggest we handle this issue?

**Answer 1:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, each proposer, in its discretion, will determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

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End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/26/2020, is required at the time of proposal submittal.

5/27/2020

Addendum No. 10
Solicitation Number: RFP 060920
Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Can Sourcewell Participating Entities include US or Canadian Federal entities?

**Answer 1:**

Refer to RFP Section I. B. Use of Resulting Contracts for information on Sourcewell Participating Entities.

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End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/27/2020, is required at the time of proposal submittal.

6/3/2020

Addendum No. 11
Solicitation Number: RFP 060920
Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Can we attach videos & power points, if so, how do we accomplish this? What size videos or product literature is permitted on each attachment?

**Answer 1:**

All relevant information should be included in the proposal (RFP Section II., G.). It is left to the discretion of each proposer to determine the method it deems best suited to submit its relevant information in a timely fashion through the Sourcewell Procurement Portal. The maximum upload size is 500 MB per upload, however, items may be combined in a zipped file format should they exceed the 500MB limit.

**Question 2:**

Is there a way to download our Table responses to a hard copy for proof reading?

**Answer 2:**

After selecting "Start Submission," a proposer may navigate to Step 4 – "Preview Bid" and select "Preview My Bid in PDF," if a downloadable PDF of the questionnaire tables is desired.

**Question 3:**

Table 8 Value Added Attributes - 40. Please define what a hub partner constitutes?

**Answer 3:**

A hub partner is identified as a historically underutilized business partner. Examples of historically underutilized businesses are listed in Table 8, Question 40.

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End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 6/3/2020, is required at the time of proposal submittal.

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Sourcewell

**Solicitation Number: RFP #060920**

# CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

## 1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires August 1, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

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Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

## 3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

## 4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

## 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. PERFORMANCE BOND. If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## 7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the administrative fee amount of $400 multiplied by the total number of trucks purchased by Participating Entities from Vendor under this Contract, and $200 multiplied by the number of trucks purchased by Participating Entities from Vendor's partner dealer Alan Jay Automotive in Florida, during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

## 10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused

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by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## 12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

## 13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## 14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

## 15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and

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promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

## 16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

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## 17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

**20. INSURANCE**

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

## 21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## 22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

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operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## 23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by 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 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work

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Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 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 C.F.R. § 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

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also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## 24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

By: Jeremy Schwartz _____
C0FD2A139D06489...

Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 8/3/2020 | 5:08 PM CDT

Approved:

DocuSigned by:

By: Chad Coauette _____
7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 8/3/2020 | 5:13 PM CDT

72 Hour LLC dba: National Auto Fleet Group

DocuSigned by:

By: Jesse Cooper _____
FACBB5730C1E467...

Jesse Cooper

Title: Fleet Manager

Date: 8/3/2020 | 2:06 PM CDT

# RFP 060920 - Class 4-8 Chassis with Related Equipment, Accessories, and Services

## Vendor Details

| | |
|---|---|
| Company Name: | 72 HOUR LLC |
| Does your company conduct business under any other name? If yes, please state: | National Auto Fleet Group |
| Address: | 490 Auto Center Drive<br>Watsonville, CA 95076 |
| Contact: | Jesse Cooper |
| Email: | Jcooper@nationalautofleetgroup.com |
| Phone: | 951-440-0585 |
| Fax: | 831-840-8497 |
| HST#: | 263297677 |

## Submission Details

| | |
|---|---|
| Created On: | Friday April 17, 2020 10:02:43 |
| Submitted On: | Tuesday June 09, 2020 00:25:02 |
| Submitted By: | Jesse Cooper |
| Email: | Jcooper@nationalautofleetgroup.com |
| Transaction #: | 42f514a4-eaaa-46d1-a264-1de559e88b95 |
| Submitter's IP Address: | 76.81.241.2 |

## Specifications

### Table 1: Proposer Identity & Authorized Representatives

**General Instructions** (applies to all Tables) Sourcewell 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).

| Line Item | Question | Response * | |
|---|---|---|---|
| 1 | Proposer Legal Name (and applicable d/b/a, if any): | 72 Hour LLC, DBA: National Auto Fleet Group | * |
| 2 | Proposer Address: | 490 Auto Center Drive<br>Watsonville CA, 95076 | * |
| 3 | Proposer website address: | www.NationalAutoFleetGroup.com | * |
| 4 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Jesse Cooper<br>1-855-289-6572<br>Fleet Manager<br>490 Auto Center Drive<br>Watsonville, CA 95076<br>Jcooper@nationalautofleetgroup.com | * |
| 5 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Jesse Cooper<br>1-855-289-6572<br>Fleet Manager<br>490 Auto Center Drive<br>Watsonville, CA 95076<br>Jcooper@nationalautofleetgroup.com | * |
| 6 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Clarke Cooper<br>1-855-289-6572<br>Fleet Manager<br>490 Auto Center Drive<br>Watsonville, CA 95076<br>Clarkecooper@wondries.com | |

### Table 2: Company Information and Financial Strength

| Line Item | Question | Response * | |
|---|---|---|---|
| 7 | Provide a brief history of your company, including your company’s core values, business philosophy, and industry longevity related to the requested equipment, products or services. | NAFG, was originally established in 1987 when we went by Wondries Fleet Group located in Southern California. Starting with a single automobile dealership, my father Clarke Cooper has grown our network to over 35 dealerships both in and outside of California. We have always hired and promoted from within our organization to help promote our culture. Most of our Fleet Division Managers who started with us back in 1987 are still with us today.<br><br>We have evolved over the decades to adapt to the improving industry technology to the advancement of once gas-powered vehicles to now fuel cell powered. Even in today’s fast changing marketplace, our core values have never changed. Our core values are: Always do what’s right for the customer, you take care of them and they will take care of you.<br><br>Our Business philosophy has always been the 4 RIGHT’S to every client: Deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place and the RIGHT price.<br><br>Our longevity can best be displayed with a few statements. We are and have always been family owned and operated. We have deep family roots in the automobile business with future generations in the infant stages today. We plan on leading our industry for decades to come. | * |

| | | | |
|---|---|---|---|
| 8 | What are your company's expectations in the event of an award? | If awarded another Sourcewell Contract, this would be our 4th and like our prior 3 contracts we will grow yet again by compounding our knowledge and customer service experience we have gained from serving members from across our great nation yet again to new heights. We want to grow our divisions with more staff and particularly grow our Partner Program which is detailed in the Zip file in the additional Documents upload. Our Partner program allows members to suggest and even recommend there local upfitters to NAFG to partner on any turn key quote. We see a tremendous value in giving the ability to the member to supply the upfitter of there choice to NAFG in order to provide a 100% turn key solution. | * |
| 9 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | We have uploaded the following under the section: Financial Strength: Bank commitment letters that we have been utilizing with our current Sourcewell Contracts which extend a direct line of credit up to $ 43,000,000 and more if needed to serve member needs.<br><br>Market Success with copies of recent current contracts of over $ 140,000,000 worth of products and goods from a direct result of our current Sourcewell Contracts which are:<br><br>1. City of San Diego, CA $ 72,000,000 contract under our Sourcewell Contract 120716-NAF.<br>2. City of San Diego, CA $ 55,400,000 contract under our Sourcewell Contract 081716-NAF.<br>3. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF.<br>4. City of Los Angeles World Airports, CA Contract for $ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles.<br>5. City of Los Angeles Harbor, CA Contract Extension to $ 4,500,000 contract under Sourcewell Contract 120716-NAF.<br>6. City of Los Angeles Harbor, CA Contract for $ 1,500,000 under our Sourcewell Contract 120716-NAF.<br>7. City of Los Angeles Harbor, CA Renewal for another $ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF.<br>8. City of Costa Mesa, CA Contract for $ 1,023,220 under our Sourcewell Contract 120716-NAF.<br>9. Blanket Contract with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF.<br>10. Blanket Contract with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF.<br><br>Commitment Letter's for 5 years' worth of continued unwarily support from large national upfit suppliers such as The Knapheide Manufacturing Company with it's distributor base nation wide down to regional support from Phenix Truck Body in Southern CA as an example. All of which currently help support our current members clients with current and past orders they have had with NAFG.<br><br>We have Member Recommendations attached showing not only does NAFG practice with we preach, but Member's can stand behind NAFG as well.<br><br>We have Upfitter Recommendations as well to show not only NAFG is a good partner for members but also a good partner to partner with. Not only does taking care of the member just involve the dealer, it also must and will always include the upfitter along with the entire supply chain. All of which goes towards serving the members.<br><br>We have provided documentation of the State of Maryland adopting our current Class 6, 7 and 8 contract demonstrating our ability to go after and show States there's a better way of doing business.<br><br>Lastly, we have shown our Growth we have had with Sourcewell from 2012 when we were first awarded. We hope this only shows the trajectory of where we are expecting to take our future expectations. | * |
| 10 | What is your US market share for the solutions that you are proposing? | Our US Market Share for the products and Model's we are offering is roughly 70-80% as the 11 manufacturers represent. NAFG market share is roughly estimated 2% of Government Fleet Sales. | * |
| 11 | What is your Canadian market share for the solutions that you are proposing? | NAFG current Canadian market share is zero, however plans are in place to aggressively go after the Canadian market. | * |
| 12 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No. | * |

| | | | |
|---|---|---|---|
| 13 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | NAFG is best described as “A” a Distributer/Dealer/Reseller/Dealer Partner for the 11 Manufacturers contained in our response: Ford Motor Company, RAM, Chevrolet, Hino, Isuzu, International, Volvo, Freightliner, Western Star, Mack, Kenworth and Peterbilt. All orders are placed with franchised dealerships and ultimately titled to the member. All our appropriate certificates can be viewed in the “Related Certification” section for either our dealerships direct or our partner dealers you will find all appropriate certificates. We do not sell used equipment to the members. As well you will find NAFG has named our dealer partners as additional insured under our policy. | * |
| 14 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | A Dealer License and Franchise agreement issued by the Manufacture, Department of Motor Vehicles License along with a Reseller’s permit are the most pertinent licenses to hold. In the attachment in section “Related Certification” you will find the following either as a solely owned entity or by our partner dealer we jointly hold:<br>IRS Approved FET Number<br>CA State Seller’s Permit 101-135239<br>CA State Seller’s Permit 245364864-00001<br>Department of Motor Vehicle, Vehicle Dealer/ License Number 97772<br>Department of Motor Vehicle, Vehicle Dealer License Number 97771<br>Department of Motor Vehicle, Vehicle Dealer License Number 43609<br>Bureau of Automotive repair Registration # ARD00296319 123120<br>CA State Seller’s Permit 232781952-00001<br>City of Watsonville Business License Number 1792<br>City of Watsonville Business License Number 4358<br>Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138<br>California General Resale Certificate<br>Dun & Bradstreet Number: 023680653<br>Government of The District of Columbia Certificate<br>Government of the District of Columbia Tax Registration # 7815888160711<br>City of Los Angeles Tax Registration<br>Government of The District of Columbia CLEAN HANDS CERTIFICATION<br>San Diego Freightliner Seller’s Permit<br>Commonwealth of Virginia State Corporation Commission Certificate<br>State of Maryland Good Standing Certificate<br>Kansas Department of Revenue for Kansas City Peterbilt<br>New Jersey Department of Treasury Registration Certificate<br>New Jersey Business Registration<br>Notice of Compliance of the Canton City Codified Ordinance<br>Employee Information Report for the State of New Jersey<br>State of Maryland New Sales and Use tax License<br>CA State Seller’s Permit 98-037902 00006<br>South Carolina Department of Motor Vehicles License Number 36133<br>State of South Carolina Retail License<br>Commonwealth of Kentucky Vehicle Dealer License 1583 20 100<br>State of West Virginia Dealer License<br>Commonwealth of Kentucky Vehicle Dealer License 1581 20 036<br>State of Tennessee Vehicle Dealer License | * |
| 15 | Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years. | Does not apply. | * |

### Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * | |
|---|---|---|---|
| 16 | Describe any relevant industry awards or recognition that your company has received in the past five years | The most prodigious award NAFG has received in the past 5 years would be: Top Placement in Ford Motor Company as a leading dealership in Government Sales followed by our high ranking recognition from General Motors for our Chevrolet brand. Both NAFG has received 4 of the past 5 years. | * |
| 17 | What percentage of your sales are to the governmental sector in the past three years | As an organization most of our sales are focused on retail, however in our division in Fleet, we have sold to about 90% Government accounts. | * |
| 18 | What percentage of your sales are to the education sector in the past three years | As a percentage of our sales in the Government, about 20% would be considered to Universities and Unified School Districts. | * |
| 19 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | We hold the State of California contract with volumes from 200 to 500 units a year during the past three years. Second, our Sourcewell Contract's 091219, 081716 and 120716 which over the past three years has sold a volume of $ 390,030,176.99 of Combined Quarterly Sales. | * |
| 20 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | NAFG focus is on our Sourcewell Contracts we do not hold any other besides the State of California. | * |

### Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
|---|---|---|---|
| Port of Los Angeles, CA | Mr. Dave Comer | 310-732-3794 | * |
| County of Venture, CA | Mr. Jorge Bonilla | 805-672-2044 | * |
| City of Austin, TX | Mr. Matt Sager | 512-978-2637 | * |

### Table 5: Top Five Government or Education Customers

**Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * | |
|---|---|---|---|---|---|---|
| City of Austin | Government | Texas - TX | Purchaser | 10-15 Vehicles at a time | Over 1M | * |
| Los Angeles Department of Water and Power | Government | California - CA | Purchaser | Over 100 Trucks | Over 3M | * |
| Port of Los Angeles | Government | California - CA | Purchaser | Over 75 Trucks | Over 2M | * |
| City of San Diego | Government | California - CA | Purchaser | Over 400 Trucks | Over 10M | * |
| Ann Arundel County | Government | Maryland - MD | Purchaser | Over 20 Trucks | Over 1M | * |

### Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * | |
|---|---|---|---|

| | | | |
|---|---|---|---|
| 23 | Sales force. | We have a Direct and Indirect sales force. Our direct sales force are our employees and partner dealers. Combined our estimated employee count exceeds 100 personals dedicated to supporting our dealerships and NAFG Fleet Division. Our indirect sales force which would be our partner suppliers and upfitters would be well above 100. With both direct and indirect sales force staff NAFG has been proven to maintain and service the current demand of the members. As the number of members grow that we can help, the more staff we would eagerly employee to help meet demand. | * |
| 24 | Dealer network or other distribution methods. | Our franchise network which cover's our proposed 11 manufacturers are second to none. With industry forefront of the combined experience of manufactures like The Ford Motor Company, General Motors, Freightliner, MACK, Peterbilt and Kenworth to name a few have established a national presence were all members can receive service and warranty repairs on there respective products. The distribution of an Automobile or Cab Chassis has always been an ongoing challenge for all manufactures new and old. However we in America have the best Automobile Supply Chain Network in the world and as a franchised dealer of brands, we too get take full advantage of the network to ship and supply our member clients nationwide. | * |
| 25 | Service force. | With over thousands of service locations representing our 11 manufacturers a member client can find with ease a service station or warranty repair facility near by. Of course Alaska and Hawaii do have a larger distance between franchises a member would utilize for warranty repair or service. | * |

| | | | |
|---|---|---|---|
| 26 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | To best illustrate our Customer Service programs, I ask that you use as a reference our ZIP file under Additional Documents and within in a ZIP file named “Member Walk Through”. Start with and view in order which I will explain in order here:<br><br>How A Member Can Get Quotes Online Demo: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member’s can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV’s Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory order-able options, taking the guess work out for the member. Once a member selects a desired build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of $ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra’s to there order like extra keys’ service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built.<br>How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members.<br>Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format.<br>ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage “Track your order” where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in.<br>Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send the member a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and to ensure all Specification’s are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly.<br>Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk the member through the process step by step to ensure the member knows the upcoming factory order cut off date, we even print this information (if known at the time) right on the cover page of there quotes.<br>Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of $ 35,730.00, A Sourcewell Price of $ 27,331.68, Total Saving of $ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in this example. | * |
| 27 | Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | We have provided a list of our top 1,000 member/clients demonstrating our ability to service all members nationwide. Located in the Marketing Place ZIP file as “NAFG Top 1,000 Member Clients” PDF. | * |
| 28 | Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | Our ability and know how to carry our business model into Canada has never been as strong as it is today, we believe a simple US Dollar to Canadian exchange rate coupled with our pricing structure will allow NAFG to finally be in a position to serve members in Canada by partnering with Canadian based dealer groups. | * |
| 29 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | NAFG will service 100 % of the United States of America and attempt to build the same model to service all of Canada. We do not know yet what regions we will encounter difficulty and how long the solution will take, but we will strive to service all of Canada. | * |

| | | | |
|---|---|---|---|
| 30 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | We will service all Sourcewell Members through our 24 hours a day 365-year website except Non Profits. Non-Profits would be subject to a different pricing program and would need to be handled on a case by case basis. Non-Profits mostly do not qualify for the discount governments qualify for. | * |
| 31 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | The only requirement for members in Alaska, Hawaii and US Territories would be logistical shipping constraints the region would hold. For example, we currently provide members in Alaska chassis cabs with upfits and the member allows us to add the extra shipping cost, port cost and driver cost to load and unload there vehicles from port to port. This would be required if needed to be added to any quote in these regions. | * |

## Table 7: Marketing Plan

| Line Item | Question | Response * | |
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|---|---|---|---|
| 32 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | In addition to the Sample Marketing Flyers and Marketing Department Charts uploaded in the link “Marketing Plan/Samples”<br>National Auto Fleet Group facilities a variety of marketing strategies to promote our products and services to reach out to government entities.<br>Our company encompasses mainly outbound marketing strategies to promote the Sourewell Government Vehicle Contract.<br>Email Marketing: Part of our outbound strategy includes paid online marketing techniques such as the use of email campaign blasts. This process includes creation of multiple campaign flyers used to convey key messages to our targeted audience. Flyer messages consist of the types of vehicle contracts, brands sold, special discounts offered to first time buyers, holiday themed flyers, vehicles offered, new website features and many more.<br>This method encourages potential customers to our website to explore our products and services. Campaigner email marketing service acts not only to send out emails but as a CRM database system to monitor, send and track effectiveness of emails. Our marketing team works continuously to gather emails from government entities though out the United States to compile a database of clientele.<br>Event Marketing: This strategy has proven to be a successful avenue to generate leads and create lasting relationships. National Auto Fleet Group attends several trades shows per year to engage customers in person along with upsell opportunities. Meeting prospects face-to-face forms a lasting impression not available through other methods of selling.<br>Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, CASBO throughout the United States.<br>Relationship Marketing: This is utilized once a client is directed though our website though online methods. Once a potential client registers and becomes a member on our website, our sales team will personally reach out via phone or email to provide further assistance. The role of the sales team is to continue to support and empower clients and educate them on products and services offered. The team will go the extra mile for subscribers, prospects, and customers even after a sales transaction is completed.<br>Our sales team has worked tirelessly to focus on providing outstanding customer support to create powerful rapport with our clients. By going above and beyond, we have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the “Car Salesperson” mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence to our clients. Their constant goal is to regularly assist clients and address any needs during the entire sales process. Striving to focus on solution selling vs. product selling develops into a mutually beneficial agreement for customers and the business.<br><br>Referral/Word of mouth: This strategy ties into our outstanding relationship marketing to clients. The positive quality of service experienced by customers has led to an increased number of sales through referrals. Our goal is to provide exemplary customer service throughout entire selling process to encourage repeat business and referrals.<br>Coming late summer of 2020, National Auto Fleet Group will be launching a NAFG Partner Website to increase the growth of our business. The website www.nafgpartner.com is expected to launch late summer/early fall of 2020. The site encourages body upfitting companies throughout the United States to partner up with us to become a preferred member. The benefits of becoming a preferred member is to have their business advertised on our site as well as referring any clients with upfitting needs to a local body company within their general vicinity. Our buyers from government agencies are encouraged to go on the site as well and look for local body upfitting companies they are interested in working with. To join our network, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This creates a relationship that will generate increased sales from both the sides. We are still currently building the website and searching for body companies across the states that would be interested in partnering up with NAFG.<br><br>Direct Marketing: Prior to the Covid-19 outbreak, our company was promoting direct marketing strategies by contacting local businesses and setting up in person meetings with our dedicated public relations representative. The role of our dedicated representative included in person meetings to discuss our products and services, present website features and to drop off sales contact information for further questions. | * |

| | | | |
|---|---|---|---|
| 33 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | Social media is a critical part in the way people communicate and connect with each other. LinkedIn offers a variety of ways to expand our network by finding and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to reach out to current and potential members though personalized messages. Personalized messages include thanking them for registering on site as well as directing them to on our link to the website, LinkedIn, and Facebook company pages. The goal is to find and connect with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate more business. Time is also spent on reading posts from connections to observe any needs that National Auto Fleet Group may assist with.<br>The marketing team also spends time researching government entities and prospects through their websites. In addition to looking for new clients, the marketing team will take time to sign up for e-newsletters from cities, counties, school districts and colleges. This will ensure that NAFG will understand needs of government entities and will utilize this information for future campaigns.<br>Example: City of New York posted that they plan to replace current fleet with an all-electric fleet within the next 20 years. Email campaigns focusing on types of electrical vehicles provided by National Auto Fleet Group was sent.<br>NAFG has recently introduced newly built live chat feature on our website. Visitors are prompt to chat with a live sales representative 24 hours a day, 7 days a week. This will ensure that clients that are interested have another avenue of reaching out in addition to emailing or telephone. Benefits of Live chat option include quicker response time to assist buyers for purchasing needs. Our live chat feature not only encourages sales but the value of the sale as well. Live chat benefits from understanding the immediate needs of the buyer and buyers can receive an immediate response not only from questions but recommendations for their needs.<br>The use of marketing campaigns plays a major role in enhancing the growth of our client database. Email is a big part of our lives and every government agency employee has an email address. Campaigner.com is the platform used for our email marketing. The goal of email marketing is to reach our target audience and personalizing email flyers with a responsive design. Videos and images are used and can be viewed from on a computer or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows us to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness. | * |
| 34 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | Sourcewell is a trusted brand that government entities can rely on to provide a wide variety of products and services. They aim to simplify the purchasing and procurement process of government entities. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts. Products and services are from reputable vendors. The brand provides a sense of showing legitimacy and verification of our company name and members understand that products and services provided are from reputable vendors. Clients recognize the Soucewell brand and their vendors as a trusted source that will meet their needs. The main selling point of the brand is the elimination of the need to bid. Soucewell has done for bidding for the government entities which simplifies the purchasing process. This process not only saves money but valuable time as well. Once a client receives a vehicle quote from our sales department, the role of the client is to submit a purchase order when ready.<br>Sourcewell has provided NAFG overwhelming opportunities to work with government agencies across the United States. The Sourcewell well name represents a high standard of integrity and ethics and we are proud to be part of this dynamic. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. The Sourcewell contract can be also be customized to meet the needs of the client. The sales team has incorporated not only this standard of integrity in their sales practice by ensuring clients we will always assist them with all their vehicle purchasing needs. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner.<br>We vow to maintain these levels of standards across the board throughout all departments throughout the company. | * |
| 35 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalize quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, a sales representative can be reached though phone, email or on the new live chat feature on the website.<br>Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat, or phone.<br>If support is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures having an available representative to answer any questions if needed and to empower the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote. | * |

## Table 8: Value-Added Attributes

| Line Item | Question | Response * | |
|---|---|---|---|
| 36 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | NAFG extends any and all Service Training Programs provided by the Manufacturer. Many of the programs offered are quoted individually by the manufacture based on class size and region of the country. NAFG will pass these quotes onto the member at dealer cost. | * |
| 37 | Describe any technological advances that your proposed products or services offer. | Accomplishments by the Manufacturers like Ford Motor Company, General Motor's and MACK Truck serve the member automatically by having these models available through our proposal. As well as our inclusion of Motive Power Systems in our proposal. Motive Power Systems provides the member the ability to electrify their vehicle. We attached product information and pricing in the "Upfits Available" ZIP file in them "All 11 Manufacturer" ZIP file under additional documents. | * |
| 38 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | NAFG has Partnered with 400 Mayors Nationwide to create a US Mayor EV Drive Climate Initiative called the Climate Mayor Purchasing Collaborative www.Driveevfleet.org to help spread the benefit of members going 100% green. We have 100% Pure Electric vehicles to offer such as the Chevrolet Bolt and Ford Fusion, which are all technology predecessors to the All New Ford Electric F-150. We are certain over the next few years, Ford and many other manufacturers will be making available 100% pure electric cab chassis for members to select from. | * |
| 39 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | Within the same Motive Power PDF's located in the "Upfits Available" Zip File, you will find Motive's System's CARB Certification's (California Air Resource Board) for two engines offering along with there Ford Qualified Vehicle Modifier Certificate. All which help energy conversation and efficiencies. | * |
| 40 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | NAFG has provided as an attachment "Upfits Available" our partnership letter with Diversified Leasing. Diversified Leasing is a DVBE/SBE Company that has been in business since 2014. As a Disabled Veteran Business Enterprise Licensed in the Stat of California (#1792183) Diversified has offered there certification to be placed on any NAFG quote for a small admin fee which is fully displayed on there partnership letter attached. | * |
| 41 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | Dedication, Hard Work not to be confused with efforts but with results. NAFG has built its division solely for the purpose of serving the members experience from our 24-hour member website or website improvements and capabilities to thinking outside the box to help a member find a solution. | * |

## Table 9: Warranty

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

| Line Item | Question | Response * | |
|---|---|---|---|
| 42 | Do your warranties cover all products, parts, and labor? | We have attached all Warranty information provided by all 11 manufacturers offered in our proposal as an added attachment. | * |
| 43 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Each manufacturer have there own usage restrictions that a member should be aware of. Such as improper use of a chassis may not allow it to be covered under warranty. For example, a F-250 being used for a police rated pursuit vehicle would void certain warranties. We encourage for each member to contact us for there particular warranty coverage. | * |
| 44 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Yes, in some cases of a breakdown, manufacturers would tow a member vehicle to there nearest warranty repair facility. | * |
| 45 | Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Each manufacture is different, and we encourage prior to purchasing a product to call in and ask about your specific region and how it's covered. | * |
| 46 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | All warranties are passed on to the original equipment manufacturer. | * |
| 47 | What are your proposed exchange and return programs and policies? | We offer no exchange, return programs or policies. Once an order has passed a certain point with the factory and NAFG can not cancel the order after trying to cancel with the manufacturer, then the order is non-cancellable. | * |
| 48 | Describe any service contract options for the items included in your proposal. | We offer any and all manufacturer service contracts to all members. There are several parameters which a customized service contract can be created. NAFG will treat each of these as an added factory option and follow the same discount schedule in the price file. | * |

## Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
|---|---|---|---|
| 49 | What are your payment terms (e.g., net 10, net 30)? | Payment terms are Net 20, with a 10-day grace period. | * |
| 50 | 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? | NAFG has partnered with National Cooperative Leasing to offer Sourcewell Contract Lease Terms to all NAFG Quotes for all Sourcewell Members. We have attached a PDF called "NCL Sample Lease" in the Zip File Called "member Walk Through" | * |
| 51 | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | NAFG is structured in a manner where it can monitor most transactions preformed through our Sourcewell Contracts. NAFG has made the tracking of all orders a reasonably organized method to allow fast accurate quarterly reporting. | * |
| 52 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | Yes, up to $ 2,500 per vehicle, any amount higher than $ 2,500 would carry a P-card/ Credit Card transaction fee which will be passed onto the member. | * |

## Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question | Response * | |
|---|---|---|---|
| 53 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | NAFG is offering Line Item Discounts Off MSRP for 11 manufacturers detailed in the Price File, NAFG is offering all Upfits to be added to any and all chassis cabs and trucks, details are on the Price Summary Page in the price file. | * |
| 54 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | NAFG Discount Range per Manufacturer is as follows:<br>Ford Motor Company from 2.75% to 18.86%<br>RAM FCA Company from 6.18% to 13.95%<br>Chevrolet from 5.73% to 21.39%<br>HINO from 14.36% to 19.24%<br>ISUZU from 9.98% to 15.57%<br>International from 2.01% to 39.33%<br>Volvo from 23.79% to 24.19%<br>Freightliner/ Western Star from 34.17% to 42.90%<br>MACK from 16.97% to 31.95%<br>Kenworth from 28.11 to 39.31%<br>Peterbilt from 21.09% to 42.66%<br><br>Upfits can be added at dealer invoice up to 10%, detailed in the price file. | * |
| 55 | Describe any quantity or volume discounts or rebate programs that you offer. | We encourage any and all members to contact us if considering ordering 50 or more units for an additional discount quote. | * |
| 56 | Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request. | Open Market products or Sourced Goods will be treated as any upfit and may be quoted up to a 10% mark-up if applicable. | * |
| 57 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | All considerations have been taken into account in the price file in its entirety. Price Summary Page and Price Tabs contain all costs associated with all quotes. If a member would like a quote for a particular situation and the item requires special training or installation, these charges would be added as part of the upfit and included in the members quote. | * |
| 58 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | All manufacturers charge a standardized “Factory Destination Charge” which is displayed on all window stickers and on all trucks on a dealer’s lot. This is not the destination charge that maybe charged to ship a chassis to and from an installer, these additional subsequent movements are all added freight charges and will displayed on the members quote. | * |
| 59 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Freight to these regions carry a specific logistical barrier which carry added cost such as ferry, port and driver cost both to and from the mainland. These added costs will be disclosed and added to any quote for the member to review. | * |
| 60 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | NAFG will utilize the power and expertise of the already established Automobile Franchise Distribution Network to have members vehicles delivered promptly there destination. | * |

## Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments | |
|---|---|---|---|
| 61 | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | We would never offer any other organization what we offer Sourcewell in volume pricing and offerings. | |

## Table 13: Audit and Administrative Fee

| Line Item | Question | Response * | |
|---|---|---|---|
| 62 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. | We have created a member friendly easy to build online quoting system for members to use. Pricing is built directly into the website and is loaded daily by the manufacture MSRP information. Our system will provide an accurate quote 99.99% of the time. We have stream lined how our admin fee is processed to allow a quick 15-30 day turn around on quarterly reports. | * |
| 63 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Our Admin Fee has been streamlined to allow for growth to occur with maintaining a high level of accuracy and reporting. Our proposed admin fee would follow these guidelines:<br>F-450, F-550, F600 and like models = $ 400 flat<br>F-650 and above = $ 700 flat<br>Partner Deals (NAFG Partners with another dealer) = $ 150 flat<br>All other models F-250 and below = $ 325 flat | * |

## Table 14A: Depth and Breadth of Offered Equipment Products and Services

| Line Item | Question | Response * | |
|---|---|---|---|
| 64 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | NAFG is providing:<br>11 Manufacturers totaling above 1,284 makes, models and trims ranging from Class 3 to Class 8 Cab an Chassis and trucks. With available Upfits to be added ranging from tool boxes to Line Mechanics Bodies. Any and all upfits can be added to our chassis cabs either by our upfit partner supplier or by a members upfit supplier working with NAFG to provide a Turn Key Quote. | * |
| 65 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | NAFG Lists all makes, models and trims in each ZIP file under ZIP File "All 11 Manufacturers" representing a combined over 1,284 makes, models and trim combinations for members to choose from along with a subtitle "Upfits" detailed in the price file. | * |

## Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below what Classes of equipment are offered in this proposal.

| Line Item | Category or Type | Offered * | Comments | |
|---|---|---|---|---|
| 66 | Class 8 chassis | (•) Yes<br>( ) No | 11 Manufacturers totaling above 1,284 makes and models | * |
| 67 | Class 7 chassis | (•) Yes<br>( ) No | 11 Manufacturers totaling above 1,284 makes and models | * |
| 68 | Class 6 chassis | (•) Yes<br>( ) No | 11 Manufacturers totaling above 1,284 makes and models | * |
| 69 | Class 5 chassis | (•) Yes<br>( ) No | 11 Manufacturers totaling above 1,284 makes and models | * |
| 70 | Class 4 chassis | (•) Yes<br>( ) No | 11 Manufacturers totaling above 1,284 makes and models | * |

## Table 15: Industry Specific Questions

| Line Item | Question | Response * | |
|---|---|---|---|
| 71 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | If awarded NAFG will keep track of the number of client quotes it processes which will be done via our website and easy to oversee and base this data month after month to see if our interest is growing at the expected rate we would expect. | * |
| 72 | Describe your company's offering in relation to alternative fuel sources, including electric or others. | Our manufacturers products are always striving to bring to market the latest green vehicles to accommodate the ever-increasing demand for echo friendly transportation. | * |
| 73 | Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings. | Representing 11 manufacturers in our response, we are positive we represent the best of the best in chassis production and represent all strengths each manufacture has to offer. | * |
| 74 | Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers. | Telematics can be added to any quote for any member since each manufacturer offers some form of telematics, if not we can quote it as a separate upfit item. | * |

## Table 16: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 75. NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

| Contract Section | Term, Condition, or Specification | Exception or Proposed Modification | |
|---|---|---|---|
| | NA | | |
| | NA | | |
| | NA | | |
| | NA | | |
| | NA | | |
| | NA | | |

### Documents

**Ensure your submission document(s) conforms to the following**:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Financial Strength and Stability - Market Place Success and Financial Stability.zip - Sunday June 07, 2020 21:38:16
- Marketing Plan/Samples - NAFG Marketing Plan.zip - Monday June 08, 2020 16:51:00
- WMBE/MBE/SBE or Related Certificates - Insurance and Related Certificates.zip - Monday June 08, 2020 13:38:53
- Warranty Information - Warranty Info for 11 Manufacturers.zip - Sunday June 07, 2020 19:30:07
- Pricing - NAFG Price File for RFP 060920.zip - Monday June 08, 2020 16:09:06
- Additional Document - ALL 11 MANUFACTURERS MODEL'S AND MEMBER WALK THROUGH'S.zip - Monday June 08, 2020 16:12:26

## Proposer's Affidavit

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://www.sam.gov/portal/3; or

    c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC, DBA Naional Auto Fleet Group

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|---|---|
| **Addendum_11_Class 4-8_Chassis_RFP060920**<br>Wed June 3 2020 07:52 AM | ☑ | -- |
| **Addendum_10_Class_4-8_Chassis_RFP060920**<br>Wed May 27 2020 03:40 PM | ☑ | -- |
| **Addendum_9_Class_4-8_Chassis_RFP060920**<br>Tue May 26 2020 02:51 PM | ☑ | -- |
| **Addendum_8_Class_4-8_Chassis_RFP060920**<br>Thu May 21 2020 01:21 PM | ☑ | -- |
| **Addendum_7_Class_4-8_Chassis_RFP060920**<br>Mon May 18 2020 03:30 PM | ☑ | -- |
| **Addendum_6_Class_4-8_Chassis_RFP060920**<br>Wed May 13 2020 04:40 PM | ☑ | 2 |
| **Addendum_5_Class_4-8_Chassis_RFP060920**<br>Tue May 12 2020 10:00 AM | ☑ | -- |
| **Addendum_4_Class_4-8_Chassis_RFP060920**<br>Mon May 4 2020 01:24 PM | ☑ | -- |
| **Addendum_3_Class_4-8_Chassis_RFP060920**<br>Wed April 29 2020 03:45 PM | ☑ | -- |
| **Addendum_2_Class_4-8_Chassis_RFP060920**<br>Wed April 22 2020 01:14 PM | ☑ | -- |
| **Addendum_1_Class_4-8_Chassis_RFP060920**<br>Fri April 17 2020 12:32 PM | ☑ | -- |

**Attachment No. 2**

# West Covina Fire Department

100% Pre-Payment Option
September 30, 2021

If a 100% pre-payment were made at contract signing, the following discount would be applied to the final invoice:

| | Each | Extension |
|---|---|---|
| **Two ( 2 ) Pierce Arrow XT Triple Combination Engine** | **$ 846,965.00** | **$ 1,693,930.00** |
| 100% Prepayment Discount | $ (24,800.00) | $ (49,600.00) |
| APPARATUS COST | **$ 822,165.00** | **$ 1,644,330.00** |
| Sales Tax @ 9.500% | $ 78,105.68 | $ 156,211.36 |
| Performance Bond | $ 2,050.56 | $ 4,101.13 |
| California Tire Fee | $ 10.50 | $ 21.00 |
| Consortium Fee Sourcewell Fee | $ 2,000.00 | $ 2,000.00 |
| **TOTAL PREPAY PURCHASE PRICE** | **$ 904,331.74** | **$ 1,806,663.49** |
| Less 100% pre-payment at Contract Signing | $ 904,331.74 | $ 1,806,663.49 |
| **BALANCE DUE AT DELIVERY** | **$0.00** | **$0.00** |

100% PRE-PAYMENT DISCOUNT SHOWN ABOVE IS AVAILABLE IN TWO WAYS:

a) If your department makes a 100% cash pre-payment at contract signing.
b) If your department signs up for a lease-purchase with Pierce Financial Solutions. This would require no money down and no payments for one (1) year if desired.

* Discount for the 100% pre-payment option includes discounts for the chassis, interest, aerial (if applicable), and flooring charges.

* Any item added after this option is elected will come at additional cost and will be added to the final invoice.

# West Covina Fire Department

100% Pre-Payment Option
September 22, 2021

If a 100% pre-payment were made at contract signing, the following discount would be applied to the final invoice:

| | Each | Extension |
|---|---|---|
| **One ( 1 ) Pierce Arrow XT 107' 1500 GPM Tractor Drawn Aerial** | **$ 1,732,329.00** | **$ 1,732,329.00** |
| 100% Prepayment Discount | $ (59,172.00) | $ (59,172.00) |
| APPARATUS COST | **$ 1,673,157.00** | **$ 1,673,157.00** |
| Sales Tax @ 9.500% | $ 158,949.92 | $ 158,949.92 |
| Performance Bond | $ 4,207.46 | $ 4,207.46 |
| California Tire Fee | $ 14.00 | $ 14.00 |
| Consortium Fee Sourcewell Fee | $ 2,000.00 | $ 2,000.00 |
| **TOTAL PREPAY PURCHASE PRICE** | **$ 1,838,328.38** | **$ 1,838,328.38** |
| Less 100% pre-payment at Contract Signing | $ 1,838,328.38 | $ 1,838,328.38 |
| **BALANCE DUE AT DELIVERY** | **$0.00** | **$0.00** |

100% PRE-PAYMENT DISCOUNT SHOWN ABOVE IS AVAILABLE IN TWO WAYS:

a) If your department makes a 100% cash pre-payment at contract signing.
b) If your department signs up for a lease-purchase with Pierce Financial Solutions. This would require no money down and no payments for one (1) year if desired.

* Discount for the 100% pre-payment option includes discounts for the chassis, interest, aerial (if applicable), and flooring charges.

* Any item added after this option is elected will come at additional cost and will be added to the final invoice.

# National Joint Powers Alliance®

# REQUEST FOR PROPOSAL

for the procurement of

# FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES

**RFP Opening**

MARCH 1, 2018

8:30 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

## RFP #022818

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 #022818 FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES. Details of this RFP are available beginning January 11, 2018. Details may be obtained by letter of request to Chris Robinson, 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 February 28, 2018 at 4:30 p.m. Central Time at the above address and opened March 1, 2018 at 8:30 a.m. Central Time.

***RFP Timeline***

| | |
|---|---|
| **January 11, 2018** | **Publication of RFP in the print and online version of *USA Today*, in the print and online version of the *Salt Lake News* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* 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 *The State* within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.** |
| **February 14, 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.** |
| **February 21, 2018** | **Deadline for RFP questions.** |
| **February 28, 2018 4:30 p.m. CT** | **Deadline for Submission of Proposals. Late responses will be returned unopened.** |
| **March 1, 2018 8:30 a.m. CT** | **Public Opening of Proposals.** |

*Direct questions regarding this RFP to: Chris Robinson at chris.robinson@njpacoop.org or (218) 895-4168.*

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# 1 DEFINITIONS

## A. CONTRACT

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

## B. PROPOSER

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

## C. SOURCED GOOD or OPEN MARKET ITEM

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

## D. VENDOR

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

## 2 ADVERTISEMENT OF RFP

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

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

## 3 INTRODUCTION

### A. ABOUT NJPA

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

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

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

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

### B. JOINT EXERCISE OF POWERS LAWS

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

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

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

sectors). In addition this RFP is intended to include current and potential Members of the Alberta Association of Municipal Districts and Counties (AAMDC), 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 FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES.

**3.17 Additional Scope Definitions:** In addition to FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES, **this solicitation should be read to include, but not to be limited to:**

**3.17.1** Automotive Fire Apparatus: including Pumper, Initial Attack, Mobile Water Supply, Aerial, Quint, Special Service, and Mobile Foam fire apparatus;

**3.17.2** Wildland Fire Apparatus: including Types 1 – 7 Wildland Fire Suppression, Mobile Water, and Crew fire apparatus;

**3.17.3** Aircraft Rescue and Firefighting (ARFF): including Aircraft Rescue and Firefighting vehicles;

**3.17.4** Equipment, accessories, and supplies related to production of a turnkey solution for firefighting apparatus, all of which may be offered only in the context of the purchase of one or more firefighting apparatus unit(s).

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

**3.17.4.1** This solicitation should NOT be construed to include any of the following:

a. ambulance and emergency medical transport (see NJPA RFP #022118);
b. chassis-only proposals (see NJPA RFP #081716) or,
c. proposals for only health & safety, medical, surgical, or first aid related equipment, supplies, accessories, and services (see NJPA RFP #061417).

**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 FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES 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.

**3.29 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 FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES 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 FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES to Chris Robinson at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also call Chris Robinson at (218) 895-4168. 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 NPJA 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 FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES 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 FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES 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 $50 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 compete 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 that 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. NPJA 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 $1000.00 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. Federal funding sources may include the Federal Aviation Administration (FAA) Airport Improvement Program or FAA Obligated Sponsors. 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.]**

**Form A**

**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 FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES 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: _____

**Form B**

## 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:_____

**Form C**

## 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 |
|---|---|---|---|
| | | | |
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**Proposer's Signature:** _____ **Date:** _____

**NJPA's clarification on exceptions listed above:**

**Contract Award**
**RFP #022818**

**FORM D**

**Formal Offering of Proposal**
(To be completed only by the Proposer)

FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES, 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 & Bradstreet Number:_____

Contact Person: _____ Title: _____

Authorized Signature: _____
(Name printed or typed)

**Form E**

**Contract Acceptance and Award**

**(To be completed only by NJPA)**

**NJPA #022818** _____

_____

**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 #022818**

NJPA Authorized signature: _____ _____

NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20_____ **NJPA Contract Number #022818**

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 #022818**

**Form F**

## PROPOSER ASSURANCE OF COMPLIANCE

**Proposal Affidavit Signature Page**

### PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address:_____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

**Notarized**

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

**Form G**

## OVERALL EVALUATION AND CRITERIA

For the Proposed Subject FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES

| | | |
|---|---|---|
| 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.)

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) State the extent to which the solutions that you propose are compliant with standards or requirements in the US, Canada, and/or applicable in the various states and provinces. Identify all related certifications or accreditations.

20) Describe the features of your proposed solution(s) that address serviceability (parts availability, maintenance, repairs, support, etc.) and which you believe are "vendor differentiators."

21) Describe any manufacturing processes or material specification attributes that differentiate your offered solutions.

22) Provide any market data or research supporting the longevity or reliability of your proposed solutions.

23) State whether your proposal includes the sale of "demo" units and describe the process related to offerings of demo units, if applicable.

Signature: _____Date: _____

## 10 PRE-SUBMISSION CHECKLIST

| Check when Completed | Contents of Your Bid Proposal | Hard Copy Required Signed and Dated | Electronic Copy Required - CD or Flash Drive |
|---|---|---|---|
| | Form A: Proposer Questionnaire with all questions answered completely | X - signature page only | X |
| | Form B: Proposer Information | | X |
| | Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request | X | X |
| | Form D: Formal Offering of Proposal | X | X |
| | Form E. Contract Acceptance and Award | | X |
| | Form F: Proposers Assurance of Compliance | X | X |
| | Form P: Proposer Questionnaire with all questions answered completely | X-signature page only | X |
| | Certificate of Insurance with $1.5 million coverage | X | X |
| | Copy of all RFP Addendums issued by NJPA | X | X |
| | Pricing for all Products/Equipment/Services within the RFP being proposed | | X |
| | Entire Proposal submittal including signed documents and forms. | | X |
| | | | |
| | All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound. | | |
| | Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX" | | |
| | Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479 | | |

## 11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

**Section 1. Instructions for Vendor**

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA's Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "Acme Widget Company #012416-AWC eff. 01-01-2017."

*NOTE:* New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

*Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

*Price increases:* Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete "Pricing" details.

**Section 2. Vendor Name and Type of Change Request**

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME: _____

NJPA CONTRACT NUMBER: _____

☐ Adding Products/Services vices

☐ 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.

**Section 4. Complete Restatement of Pricing Submitted**

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Vendor's Contract Administrator.

☐ Yes ☐ No

**Section 5. Signatures**

_____ _____

Vendor Authorized Signature Date

_____

Print Name and Title of Authorized Signer

_____ _____

Jeremy Schwartz, NJPA Director of Cooperative Contracts and Procurement/CPO Date

# 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

**County**

- Hawaii County
- Kauai County
- Maui County

**Municipality**

- City and County of Honolulu

**Higher Education**

- Hawaii Community College
- Honolulu Community College
- University of Hawaii
- University of Hawaii Research Corporation
- Windward Community College

**Education (K-12)**

- Hanalani Schools
- Kamehameha Schools

**Special District**

- Hawaii Community Development Authority
- Hawaii Public Housing Authority
- Hawaii Tourism Authority
- Honolulu Authority for Rapid Transportation
- Natural Energy Laboratory of Hawaii Authority

**State**

- Hawaii Department of Accounting and General Servic
- Hawaii Department of Finance and Administration
- Hawaii Department of Health
- Hawaii Employer-Union Health Benefits Trust Fund
- Hawaii Health Systems Corporation
- State Of Hawaii

## Idaho

**County**

- Ada County
- Adams County
- Bannock County
- Bear Lake County
- Benewah County
- Bingham County
- Blaine County
- Boise County
- Bonner County
- Bonneville County
- Boundary County
- Butte County
- Camas County
- Canyon County
- Caribou County
- Cassia County
- Clark County
- Clearwater County
- Custer County
- Elmore County
- Franklin County
- Fremont County
- Gem County
- Gooding County
- Idaho County
- Jefferson County
- Jerome County
- Kootenai County
- Latah County
- Lemhi County
- Lewis County
- Lincoln County
- Madison County
- Minidoka County
- Nez Perce County
- Oneida County
- Owyhee County
- Payette County
- Power County
- Shoshone County
- Teton County
- Twin Falls County
- Valley County
- Washington County

**Municipality**

- City of Aberdeen
- City of Albion
- City of American Falls
- City of Ammon
- City of Arco
- City of Arimo
- City of Ashton
- City of Athol
- City of Atomic City
- City of Bancroft
- City of Bellevue
- City of Blackfoot
- City of Bliss
- City of Bloomington
- City of Boise
- City of Bonners Ferry
- City of Bovill
- City of Buhl
- City of Burley
- City of Caldwell
- City of Cambridge
- City of Carey
- City of Cascade
- City of Castleford
- City of Challis
- City of Chubbuck
- City of Clayton
- City of Clifton
- City of Coeur d'Alene
- City of Council
- City of Craigmont
- City of Crouch
- City of Culdesac
- City of Dalton Gardens
- City of Dayton
- City of Deary
- City of Dietrich
- City of Donnelly

## Oregon

**County**

- Baker County
- Benton County
- Central Oregon Intergovernmental Council
- Clackamas County
- Clackamas County Service District No. 1
- Clatsop County
- Columbia County
- Coos County
- Crook County
- Curry County
- Deschutes County
- Douglas County
- Gilliam County
- Grant County
- Harney County
- Hood River County
- Jackson County
- Jefferson County
- Josephine County
- Klamath County
- Lake County
- Lane Council of Governments
- Lane County
- Lincoln County
- Linn County
- Malheur County
- Marion County
- Marion County Housing Authority
- Morrow County
- Multnomah County
- Polk County
- Sherman County
- Tillamook County
- Umatilla County
- Union County
- Wallowa County
- Wasco County
- Washington County
- Wheeler County
- Yamhill County

**Municipality**

- City of Adair Village
- City of Adrian
- City of Albany
- City of Amity
- City of Arlington
- City of Ashland
- City of Astoria
- City of Athena
- City of Aumsville
- City of Aurora
- City of Baker City
- City of Bandon
- City of Banks
- City of Bay City
- City of Beaverton
- City of Bend
- City of Boardman
- City of Brookings
- City of Brownsville
- City of Burns
- City of Canby
- City of Cannon Beach
- City of Canyonville
- City of Carlton
- City of Cascade Locks
- City of Cave Junction
- City of Central Point
- City of Chiloquin
- City of Clatskanie
- City of Coburg
- City of Columbia City
- City of Condon
- City of Coos Bay
- City of Coquille
- City of Cornelius
- City of Corvallis
- City of Cottage Grove
- City of Cove
- City of Creswell
- City of Culver
- City of Dallas
- City of Damascus

## South Carolina

**County**

- Abbeville County
- Aiken County
- Allendale County
- Anderson County
- Bamberg County
- Barnwell County
- Beaufort County
- Berkeley County
- Calhoun County
- Catawba Regional Council of Governments
- Central Midlands Council of Governments
- Charleston County
- Cherokee County
- Chester County
- Chesterfield County
- Clarendon County
- Colleton County
- Darlington County
- Dillon County
- Dorchester County
- Edgefield County
- Fairfield County
- Florence County
- Georgetown County
- Greenville County
- Greenwood County
- Hampton County
- Horry County
- Jasper County
- Kershaw County
- Lancaster County
- Laurens County
- Lee County
- Lexington County
- Lower Savannah Council of Governments
- Marion County
- Marlboro County
- McCormick County
- Newberry County
- Oconee County
- Orangeburg County
- Pickens County
- Richland County
- Saluda County
- Spartanburg County
- Sumter County
- Union County
- Williamsburg County
- York County

**Municipality**

- City of Abbeville
- City of Aiken
- City of Anderson
- City of Barnwell
- City of Beaufort
- City of Belton
- City of Bennettsville
- City of Bishopville
- City of Camden
- City of Cayce
- City of Charleston
- City of Chesnee
- City of Chester
- City of Clemson
- City of Clinton
- City of Columbia
- City of Conway
- City of Darlington
- City of Denmark
- City of Dillon
- City of Easley
- City of Florence
- City of Folly Beach
- City of Forest Acres
- City of Fountain Inn
- City of Gaffney
- City of Georgetown
- City of Goose Creek
- City of Greenville
- City of Greenwood
- City of Greer
- City of Hanahan
- City of Hardeeville

## Utah

**County**

- Beaver County
- Box Elder County
- Cache County
- Carbon County
- Daggett County
- Davis County
- Duchesne County
- Duchesne County Special Service District No. 2
- Emery County
- Five County Association of Governments
- Garfield County
- Grand County
- Iron County
- Juab County
- Kane County
- Millard County
- Morgan County
- Piute County
- Rich County
- Salt Lake County
- San Juan County
- Sanpete County
- Sevier County
- Summit County
- Tooele County
- Uintah County
- Utah County
- Wasatch County
- Washington County
- Wayne County
- Weber County

**Municipality**

- Centerfield City
- City of Alpine City
- City of American Fork
- City of Aurora
- City of Ballard
- City of Beaver
- City of Blanding
- City of Bluffdale
- City of Bountiful
- City of Brigham
- City of Castle Dale
- City of Cedar City
- City of Cedar Hills
- City of Centerville
- City of Clearfield
- City of Clinton
- City of Coalville
- City of Colorado City
- City of Corinne City
- City of Cottonwood Heights
- City of Delta
- City of Draper
- City of Duchesne
- City of East Carbon
- City of Elk Ridge
- City of Elmo
- City of Enoch
- City of Enterprise
- City of Ephraim
- City of Escalante
- City of Eureka
- City of Fairview
- City of Farmington
- City of Farr West
- City of Ferron
- City of Fillmore
- City of Fountain Green
- City of Fruit Heights
- City of Garland
- City of Grantsville
- City of Green River
- City of Gunnison
- City of Harrisville
- City of Heber City
- City of Helper City
- City of Herriman
- City of Highland
- City of Hildale
- City of Holladay
- City of Honeyville
- City of Hooper

## Washington

**County**

- Adams County
- Asotin County
- Benton County
- Chelan County
- Clallam County
- Clark County
- Columbia County
- Cowlitz County
- Douglas County
- Ferry County
- Franklin County
- Garfield County
- Grant County
- Grays Harbor County
- Island County
- Jefferson County
- King County
- King County Directors' Association
- Kitsap County
- Kittitas County
- Klickitat County
- Lewis County
- Lincoln County
- Mason County
- Okanogan County
- Pacific County
- Pend Oreille County
- Pierce County
- San Juan County
- Skagit County
- Skamania County
- Snohomish County
- Spokane County
- Stevens County
- Thurston County
- Thurston Regional Planning Council
- Wahkiakum County
- Walla Walla County
- Whatcom County
- Whitman County
- Yakima County
- Yakima County Public Services
- Yakima Valley Conference of Governments

**Municipality**

- City of Aberdeen
- City of Airway Heights
- City of Algona
- City of Anacortes
- City of Arlington
- City of Asotin
- City of Auburn
- City of Bainbridge Island
- City of Battle Ground
- City of Bellevue
- City of Bellingham
- City of Benton City
- City of Bingen
- City of Black Diamond
- City of Blaine
- City of Bonney Lake
- City of Bothell
- City of Bremerton
- City of Brewster
- City of Bridgeport
- City of Brier
- City of Buckley
- City of Burien
- City of Burlington
- City of Camas
- City of Carnation
- City of Cashmere
- City of Castle Rock
- City of Centralia
- City of Chehalis
- City of Chelan
- City of Cheney
- City of Chewelah
- City of Clarkston
- City of Cle Elum
- City of Clyde Hill
- City of Colfax
- City of College Place
- City of Colville

| Hawaii | Idaho | Oregon | South Carolina | Utah | Washington |
|---|---|---|---|---|---|
| | City of Dover | City of Dayton | City of Hartsville | City of Huntington | City of Connell |
| | City of Downey | City of Dayville | City of Inman | City of Hurricane | City of Cosmopolis |
| | City of Driggs | City of Depoe Bay | City of Isle of Palms | City of Hyde Park | City of Covington |
| | City of Dubois | City of Detroit | City of Johnsonville | City of Hyrum | City of Davenport |
| | City of Eagle | City of Donald | City of Lake City | City of Ivins | 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 Duvall |
| | 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 Glenns Ferry | City of Florence | City of North Augusta | City of Mendon | City of Ephrata |
| | City of Gooding | City of Forest Grove | City of North Charleston | City of Midvale | City of Everett |
| | City of Grace | City of Fossil | City of North Myrtle Beach | City of Midway | City of Everson |
| | City of Grand View | City of Garibaldi | City of Orangeburg | City of Milford | City of Federal Way |
| | City of Grangeville | City of Gaston | City of Pickens | City of Millville | City of Ferndale |
| | City of Greenleaf | City of Gates | City of Rock Hill | City of Moab | City of Fife |
| | City of Hagerman | City of Gearhart | City of Seneca | City of Mona | City of Fircrest |
| | City of Hailey | City of Gervais | City of Simpsonville | City of Monroe | City of Forks |
| | City of Hansen | City of Gladstone | City of Spartanburg | City of Monticello | City of George |
| | City of Harrison | City of Glendale | City of Sumter | City of Morgan | City of Gig Harbor |
| | City of Hayden | City of Gold Beach | City of Tega Cay | City of Moroni | City of Gold Bar |
| | City of Hazelton | City of Gold Hill | City of Travelers Rest | City of Mt. Pleasant City | City of Goldendale |
| | City of Heyburn | City of Grants Pass | City of Union | City of Murray | City of Grand Coulee |
| | City of Hollister | City of Greenhorn | City of Walhalla | City of Myton | City of Grandview |
| | City of Homedale | City of Gresham | City of 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 Heppner | 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 | Town of Calhoun Falls | City of Richmond | City of Liberty Lake |
| | City of McCall | City of Joseph | Town of Cameron | City of River Heights | City of Long Beach |
| | City of McCammon | City of Junction City | Town of Campobello | City of Riverdale | City of Longview |
| | City of Melba | City of Keizer | Town of Central | City of Riverton | City of Lynden |
| | City of Menan | City of King City | Town of Chapin | City of Roosevelt | City of Lynnwood |
| | City of Meridian | City of Klamath Falls | Town of Cheraw | City of Roy | City of Mabton |
| | City of Middleton | City of La Grande | Town of Chesterfield | City of Salem | City of Maple Valley |
| | City of Midvale | City of La Pine | Town of Clio | City of Salina | City of Marysville |
| | City of Moscow | City of Lafayette | Town of Clover | City of Salt Lake City | City of Mattawa |
| | City of Mountain Home | City of Lake Oswego | Town of Cottageville | City of Sandy | City of McCleary |
| | City of Mullan | City of Lakeside | Town of Coward | City of Santa Clara | City of Medical Lake |
| | City of Murtaugh | City of Lebanon | Town of Cowpens | City of Santaquin | City of Medina |
| | City of Nampa | City of Lincoln City | Town of Denmark | City of Saratoga Springs | City of Mercer Island |
| | City of New Meadows | City of Lonerock | Town of Donalds | City of Smithfield City | City of Mesa |
| | City of New Plymouth | City of Lostine | Town of Due West | City of South Jordan | City of Mill Creek |
| | City of Newdale | City of Lowell | Town of Duncan | City of South Ogden | City of Milton |
| | City of Nezperce | City of Lyons | Town of Eastover | City of South Salt Lake City | City of Monroe |
| | City of Notus | City of Madras | Town of Edgefield | 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 Elloree | 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 Napavine |
| | 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 Potlatch | 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 Wellington | City of Ocean Shores |
| | City of Rexburg | City of Mt. Vernon | Town of Harleyville | City of Wellsville | 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 |

Hawaii

Idaho

City of Rockland
City of Rupert
City of Salmon
City of Sandpoint
City of Shelley
City of Shoshone
City of Smelterville
City of Soda Springs
City of Spirit Lake
City of St. Anthony
City of St. Charles
City of Stanley
City of Star
City of Stites
City of Sugar City
City of Sun Valley
City of Tensed
City of Tetonia
City of Troy
City of Twin Falls
City of Ucon
City of Victor
City of Wallace
City of Weippe
City of Weiser
City of Wendell
City of Weston
City of White Bird
City of Wilder
City of Winchester

**Higher Education**

Boise State University
College of Southern Idaho
College of Western Idaho
Eastern Idaho Technical College
Idaho Division of Professional Technical Education
Idaho State University
Lewis-Clark State College
North Idaho College
University of Idaho

**Education (K-12)**

Aberdeen School District No. 58
Arbon Elementary School District No. 383
Avery School District
Basin School District No. 72
Bear Lake County School District No. 33
Bear Lake School District No. 33
Blackfoot School District No. 55
Blaine County School District No. 61
Bliss Joint School District No. 234
Bonneville Joint School District No. 93
Boundary County School District No. 101
Bruneau-Grand View Joint School District
Buhl Joint School District No. 412
Butte County Joint School District No. 111
Caldwell School District No. 132
Camas County School District No. 121
Cambridge School District
Cascade School District No. 422
Cassia County Joint School District No. 151
Castleford Joint School District No. 417
Challis Joint School District No. 181
Clark County School District No. 161
Coeur d'Alene School District No. 271
Cottonwood Joint School District No. 242
Council School District No. 13
Culdesac Joint School District No. 342
Dietrich School District No. 314
Emmett Independent School District No. 221
Filer School District No. 413
Firth School District No. 59
Fremont County School District No. 215
Fruitland School District No. 373
Garden Valley School District
Genesee Joint School District No. 282
Glenns Ferry Joint School District No. 192
Gooding Joint School District No. 231
Grace Joint School District No. 148
Hagerman Joint School District No. 233
Hansen School District No. 415
Highland Joint School District No. 305
Homedale School District No. 370
Horseshoe Bend School District No. 73
Idaho Falls School District No. 91
Independent School District of Boise City
Jefferson County School District No. 251
Jerome Joint School District No. 261
Joint School District No. 2
Kamiah School District No. 304
Kellogg Joint School District 391
Kendrick Joint School District No. 283
Kimberly School District No. 414
Kootenai School District No. 274
Kuna Joint School District No. 3

Oregon

City of North Bend
City of North Plains
City of North Powder
City of Nyssa
City of Oakland
City of Oakridge
City of Ontario
City of Oregon City
City of Paisley
City of Pendleton
City of Philomath
City of Phoenix
City of Pilot Rock
City of Port Orford
City of Portland
City of Powers
City of Prairie City
City of Prineville
City of Rainier
City of Redmond
City of Reedsport
City of Richland
City of Riddle
City of Rockaway Beach
City of Rogue River
City of Roseburg
City of Rufus
City of Salem
City of Sandy
City of Scappoose
City of Scio
City of Scotts Mills
City of Seaside
City of Seneca
City of Shady Cove
City of Sheridan
City of Sherwood
City of Siletz
City of Silverton
City of Sisters
City of Sodaville
City of Spray
City of Springfield
City of St. Helens
City of St. Paul
City of Stanfield
City of Stayton
City of Sublimity
City of Sumpter
City of Sutherlin
City of Sweet Home
City of Talent
City of Tangent
City of The Dalles
City of Tigard
City of Tillamook
City of Toledo
City of Troutdale
City of Tualatin
City of Turner
City of Ukiah
City of Umatilla
City of Union
City of Unity
City of Vale
City of Veneta
City of Vernonia
City of Waldport
City of Wallowa
City of Warrenton
City of Wasco
City of West Linn
City of Westfir
City of Weston
City of Wheeler
City of Willamina
City of Wilsonville
City of Winston
City of Wood Village
City of Woodburn
City of Yachats
City of Yamhill
City of Yoncalla
Town of Bonanza
Town of Butte Falls
Town of Canyon City
Town of Lakeview
Town of Lexington

**Higher Education**

Blue Mountain Community College
Central Oregon Community College
Chemeketa Community College
Clackamas Community College
Clatsop Community College

South Carolina

Town of Holly Hill
Town of Hollywood
Town of Honea Path
Town of Irmo
Town of Iva
Town of Jackson
Town of James Island
Town of Jamestown
Town of Jefferson
Town of Jenkinsville
Town of Johnston
Town of Jonesville
Town of Kershaw
Town of Kiawah Island
Town of Kingstree
Town of Lake View
Town of Lamar South Carolina
Town of Lane
Town of Latta
Town of Lexington
Town of Lincolnville
Town of Little Mountain
Town of Lockhart
Town of Lyman
Town of Lynchburg
Town of Mayesville
Town of McBee
Town of McClellanville
Town of McColl
Town of McCormick
Town of Meggett
Town of Moncks Corner
Town of Mt. Pleasant
Town of Neeses
Town of New Ellenton
Town of Nichols
Town of Ninety Six
Town of Norris
Town of North
Town of Norway
Town of Olanta
Town of Pacolet
Town of Pageland
Town of Pamplico
Town of Patrick
Town of Pawleys Island
Town of Pelion
Town of Pelzer
Town of Pendleton
Town of Perry
Town of Port Royal
Town of Prosperity
Town of Ravenel
Town of Reidville
Town of Ridge Spring
Town of Ridgeland
Town of Ridgeville
Town of Ridgeway
Town of Saint Matthews
Town of Saint Stephen
Town of Salem
Town of Salley
Town of Saluda
Town of Santee
Town of Scranton
Town of Seabrook Island
Town of Sellers
Town of Sharon
Town of Six Mile
Town of Snelling
Town of Society Hill
Town of South Congaree
Town of Springdale
Town of St. George
Town of St. Matthews
Town of Stuckey
Town of Sullivans Island
Town of Summerton
Town of Summerville
Town of Summit
Town of Surfside Beach
Town of Swansea
Town of Timmonsville
Town of Trenton
Town of Turbeville
Town of Ulmer
Town of Varnville
Town of Wagener
Town of Ward
Town of Ware Shoals
Town of West Pelzer
Town of West Union
Town of Whitmire
Town of Williamston

Utah

City of West Valley City
City of Willard
City of Woodland Hills
City of Woods Cross
Town of Alta
Town of Altamont
Town of Alton
Town of Amalga
Town of Annabella
Town of Antimony
Town of Apple Valley
Town of Ballard
Town of Bear River City
Town of Bicknell
Town of Big Water
Town of Boulder
Town of Brian Head
Town of Bryce Canyon City
Town of Cannonville
Town of Castle Valley
Town of Cedar Fort
Town of Centerfield
Town of Central Valley
Town of Circleville
Town of Clarkston
Town of Clawson
Town of Cleveland
Town of Cornish
Town of Daniel
Town of Deweyville
Town of Eagle Mountain
Town of Elmo
Town of Elsinore
Town of Elwood
Town of Emery
Town of Fairfield
Town of Francis
Town of Garden City
Town of Genola
Town of Glendale
Town of Glenwood
Town of Goshen
Town of Hanksville
Town of Hatch
Town of Henefer
Town of Henrieville
Town of Hideout
Town of Hinckley
Town of Holden
Town of Howell
Town of Huntsville
Town of Joseph
Town of Junction
Town of Kanarraville
Town of Kanosh
Town of Kingston
Town of Koosharem
Town of Leeds
Town of Levan
Town of Loa
Town of Manila
Town of Mantua
Town of Marysvale
Town of Meadow
Town of Minersville
Town of New Harmony
Town of Newton
Town of Ophir
Town of Orderville
Town of Paradise
Town of Paragonah
Town of Portage Utah
Town of Randolph
Town of Redmond
Town of Rockville
Town of Rocky Ridge
Town of Rush Valley
Town of Scipio
Town of Scofield
Town of Sigurd
Town of Springdale
Town of Stockton
Town of Toquerville
Town of Torrey
Town of Trenton
Town of Tropic
Town of Uintah
Town of Vernon
Town of Vineyard
Town of Virgin
Town of Wales
Town of Wallsburg
Uintah Basin Association of Governments

**Higher Education**

Washington

City of Pacific
City of Palouse
City of Pasco
City of Pateros
City of Pomeroy
City of Port Angeles
City of Port Orchard
City of Port Townsend
City of Poulsbo
City of Prosser
City of Pullman
City of Puyallup
City of Quincy
City of Rainier
City of Raymond
City of Redmond
City of Renton
City of Republic
City of Richland
City of Ridgefield
City of Ritzville
City of Rock Island
City of Roslyn
City of Roy
City of Royal City
City of Sammamish
City of SeaTac
City of Seattle
City of Sedro-Woolley
City of Selah
City of Sequim
City of Shelton
City of Shoreline
City of Snohomish
City of Snoqualmie
City of Soap Lake
City of South Bend
City of Spokane
City of Spokane Valley
City of Sprague
City of Stanwood
City of Stevenson
City of Sultan
City of Sumas
City of Sumner
City of Sunnyside
City of Tacoma
City of Tekoa
City of Tenino
City of Tieton
City of Toledo
City of Tonasket
City of Toppenish
City of Tukwila
City of Tumwater
City of Union Gap
City of University Place
City of Vader
City of Vancouver
City of Waitsburg
City of Walla Walla
City of Wapato
City of Warden
City of Washougal
City of Wenatchee
City of West Richland
City of Westport
City of White Salmon
City of Winlock
City of Woodinville
City of Woodland
City of Yakima/Yakima County
City of Yelm
City of Zillah
Consolidated Borough of Quil Ceda Village
Grays Harbor Council of Governments
Town of Almira
Town of Beaux Arts Village
Town of Bucoda
Town of Carbonado
Town of Cathlamet
Town of Clyde Hill
Town of Colton
Town of Conconully
Town of Concrete
Town of Coulee City
Town of Coulee Dam
Town of Coupeville
Town of Creston
Town of Cusick
Town of Darrington
Town of Eatonville
Town of Elmer City
Town of Endicott

Hawaii

Idaho

Lake Pend Oreille School District No. 84
Lakeland School District No. 272
Lapwai School District No. 341
Lewiston Independent School District No. 1
Mackay School District No. 182
Madison School District No. 321
Marsh Valley Joint School District No. 21
Marsing Joint School District No. 363
McCall-Donnelly Joint School District No. 421
Meadows Valley School District No. 11
Melba School District No. 136
Middleton School District No. 134
Midvale School District No. 433
Minidoka County School District No. 331
Moscow School District No. 281
Mountain Home School District No. 193
Mountain View School District No. 244
Mullan School District 392
Murtaugh Joint School District No. 418
Nampa Christian Schools Inc.
Nampa School District No. 131
New Plymouth School District
Nez Perce Joint School District No. 302
North Gem School District No. 149
Notus School District
Oneida County School District No. 351
Orofino Joint School District No. 171
Parma School District No. 137
Payette School District No. 371
Plummer-Worley Joint School District No. 44
Pocatello-Chubbuck School District No. 25
Post Falls School District No. 273
Potlatch School District No. 285
Preston Joint School District No. 201
Richfield School District No. 316
Ririe Joint School District No. 252
Rockland School District No. 382
Salmon River Joint School District No. 243
Salmon School District No. 291
Shelley School District No. 60
Shoshone Joint School District No. 312
Snake River School District
Soda Springs Joint School District No. 150
South Lemhi School District No. 292
St. Maries Joint School District No. 41
Sugar-Salem Joint District No. 322
Swan Valley Elementary School District No. 33
Swan Valley School District No. 92
Teton County School District No. 401
Three Creek Joint School District No. 416
Troy School District No. 287
Twin Falls School District No. 411
Valley School District No. 262
Vallivue School District No. 139
Vision Charter School District # 463
Wallace School District No. 393
Weiser School District No. 431
Wendell School District No. 232
West Bonner County School District No. 83
West Jefferson School District No. 253
West Side School District No. 202
Whitepine Joint School District No. 288
Wilder School District No. 133

**Special District**

Ada County Emergency Medical Services District
Ada County Highway District
Adams County Recreation District
Ahsahka Water and Sewer District
Albion Highway District
Alpine Meadows Water and Sewer District
American Falls Free Library District
American Falls Housing Authority
Atlanta Highway District
Avery Water and Sewer District
Avondale Irrigation District
Bayview Water and Sewer District
Bear Lake County Library District
Bench Sewer District
Benewah County Free Library District
Big Canyon Fire District
Blaine County Housing Authority
Blaine County Recreation District
Bliss Fire District
Boise Basin Library District
Boise City/Ada County Housing Authority
Boise-Kung Irrigation District
Bonneville County Fire District No. 1
Bruneau Valley District Library
Bruneau Water and Sewer District
Buhl Highway District
Buhl Rural Fire Protection District
Burley Highway District
Caldwell Housing Authority
Canyon Highway District No. 4

Oregon

Columbia Gorge Community College
Eastern Oregon University
Klamath Community College District
Lane Community College
Linn-Benton Community College
Mt. Hood Community College
Oregon Coast Community College
Oregon Department of Community Colleges and Workforce Developme
Oregon Health and Science University
Oregon Institute of Technology
Oregon State University
Oregon State University, Oregon Agricultural Experiment Station
Oregon University System
Portland Community College
Portland State University
Reed College
Rogue Community College
Southern Oregon University
Southern Oregon University Family Housing
Southwestern Oregon Community College
Tillamook Bay Community College
Treasure Valley Community College
Umpqua Community College
University of Oregon
Western Oregon University

**Education (K-12)**

Adel School District 21
Adrian School District
Alsea School District No. 7J
Amity School District 4J
Annex School District 29
Arlington School District No. 3
Arock School District No. 81
Ashland School District No. 5
Ashwood School District
Astoria School District No. 1C
Athena-Weston School District No. 29RJ
Baker School District No. 5J
Bandon School District
Banks School District No. 13
Beaverton School District No. 48
Bend-La Pine Public Schools
Bethel School District No. 52
Blachly School District
Blachly School District 90
Brookings Harbor School District
Camas Valley School District
Canby School District No. 86
Cascade School District No. 5
Centennial School District No. 28J
Central Curry School District No. 1
Central Linn School District
Central Point School District No. 6
Central School District No. 13J
Clackamas Education Service District
Clatskanie School District No. 6J
Colton School District No. 53
Columbia Gorge Education Service District
Condon School District No. 25J
Coos Bay School District No. 9
Coquille School District No. 8
Corbett School District No. 39
Corvallis School District No. 509J
Cove School District No. 15
Crane Elementary School District
Creswell School District No. 40
Crook County School District
Crow-Applegate-Lorane School District No. 66
Culver School District No. 4
Dallas School District No. 2
David Douglas School District No. 40
Dayton School District No. 8
Dayville School District No. 16J
Douglas County School District
Douglas County School District No. 4
Douglas Education Service District
Dufur School District No. 29
Eagle Point School District No. 9
Echo School District No. 5
Elgin School District
Elkton School District No. 34
Enterprise School District No. 21
Estacada School District No. 108
Eugene School District No. 4J
Falls City School District
Fern Ridge School District No. 28J
Forest Grove School District
Fossil School District 21J
Gaston School District 511 J
Gervais School District
Gladstone School District
Glendale School District No. 77
Glide School District
Grant County Education Service District

South Carolina

Town of Williston
Town of Winnsboro
Town of Yemassee

**Higher Education**

Aiken Technical College
Beaufort Jasper Higher Education Commission
Central Carolina Technical College
Clemson University
Coastal Carolina University
College of Charleston
Denmark Technical College
Florence-Darlington Technical College
Francis Marion University
Greenville Technical College
Horry-Georgetown Technical College
Lander University
Medical University of South Carolina
Midlands Technical College
Northeastern Technical College
Orangeburg-Calhoun Technical College
Piedmont Technical College
South Carolina State Board for Technical and Comprehensive Educatio
South Carolina State University
South Carolina Technical College System
Spartanburg Community College
Technical College of the Lowcountry
The Citadel
Tri-County Technical College
Trident Technical College
University of South Carolina
University of South Carolina, Aiken
University of South Carolina, Upstate
Williamsburg Technical College
Winthrop University
York Technical College

**Education (K-12)**

Abbeville County School District
Aiken County Public Schools
Allendale County School District
Anderson County School Districts 1 and 2 Career and Technology Cent
Anderson School District No. 1
Anderson School District No. 2
Anderson School District No. 3
Anderson School District No. 4
Anderson School District No. 5
Bamberg School District No. 1
Bamberg School District No. 2
Barnwell School District No. 45
Beaufort County School District
Berkeley County School District
Blackville-Hilda Public Schools
Calhoun County School District
Charleston County School District
Cherokee County School District
Chester County School District
Chesterfield County School District
Clarendon County School District No. 1
Clarendon County School District No. 2
Clarendon County School District No. 3
Clover School District No. 2
Colleton County School District
Darlington County School District
Delta R-V School District
Dillon County School District No. 1
Dillon County School District No. 2
Dillon County School District No. 3
Dillon County School District No. 4
Diocese Of Charleston Schools
Dorchester School District No. 2
Dorchester School District No. 4
Edgefield County Schools
Fairfield County School District
Florence County School District No. 1
Florence County School District No. 2
Florence County School District No. 3
Florence County School District No. 4
Florence County School District No. 5
Ft. Mill School District No. 4
Georgetown County School District
Greenville County School District
Greenwood School District No. 50
Greenwood School District No. 52
Hampton County School District No. 2
Hampton School District No. 1
Horry County Schools
Jasper County School District
John de la Howe School District
Kershaw County School District
Lancaster County School District
Laurens County School District No. 55
Laurens County School District No. 56
Lee County School District
Legacy Charter Schools
Lexington County School District No. 1

Utah

College of Eastern Utah
Davis Applied Technology College
Dixie Applied Technology College
Dixie State University
Mountainland Applied Technology College
Rocky Mountain University of Health Professions
Salt Lake Community College
Snow College
Southern Utah University
Tooele Applied Technology College
Uintah Basin Applied Technology College
University of Utah
University of Utah Hospitals and Clinics
Utah State University
Utah System of Higher Education
Utah Valley University
Weber State University

**Education (K-12)**

Alpine School District
Beaver County School District
Box Elder School District
Cache County School District
Canyons School District
Carbon School District
Centro De La Familia De Utah Head Start Program School District
Daggett School District
Davis School District
Duchesne County School District
Emery County School District
Freedom Preparatory Academy School District
Garfield County School District
Grand County School District
Granite School District
Iron County School District
Jordan School District
Juab School District
Kane County School District
Logan City School District
Millard School District
Morgan School District
Mountainland Head Start Program School District Office
Murray City School District
Nebo School District
North Sanpete County School District
North Sanpete School District
North Summit School District
Ogden City School District
Park City School District
Piute County School District
Provo City School District
Rich County School District
Rich School District
Rural Utah Child Development Head Start Program School District Off
Salt Lake City School District
San Juan School District
Sevier School District
South Sanpete School District
South Summit School District
Suu Head Start Program School District
Thomas Edison Charter Schools
Tintic School District
Tooele County School District
Uintah School District
Wasatch County School District
Washington County School District
Wayne County School District
Weber School District

**Special District**

Ash Creek Special Service District
Ashley Valley Water and Sewer Improvement District
Ballard Water and Sewer Improvement District
Bear Lake Special Service District
Bear River Water Conservancy District
Benchland Water District
Benson Culinary Water Improvement District
Bona Vista Water Improvement District
Cache Mosquito Abatement District
Cache Valley Transit District
Canyonlands Health Care Special Service District
Carbon County Housing Authority
Carbon County Municipal Building Authority
Carbon County Recreation Transportation Special Service District
Carbon Water Conservancy District
Castle Valley Special Service District
Cedar City Housing Authority
Cedar Mountain Fire Protection District
Cedarview-Montwell Special Service District
Central Davis County Sewer District
Central Iron County Water Conservancy District
Central Utah Water Conservancy District
Central Weber Sewer Improvement District
Charleston Water Conservancy District
Copperton Improvement District
Cottonwood Improvement District

Washington

Town of Fairfield
Town of Farmington
Town of Friday Harbor
Town of Garfield
Town of Hamilton
Town of Harrah
Town of Hatton
Town of Hunts Point
Town of Index
Town of Ione
Town of La Conner
Town of LaCrosse
Town of Lamont
Town of Latah
Town of Lind
Town of Lyman
Town of Malden
Town of Mansfield
Town of Marcus
Town of Metaline
Town of Millwood
Town of Naches
Town of Nespelem
Town of Northport
Town of Oakesdale
Town of Odessa
Town of Pe Ell
Town of Prescott
Town of Reardan
Town of Riverside
Town of Rockford
Town of Rosalia
Town of Ruston
Town of Skykomish
Town of South Cle Elum
Town of South Prairie
Town of Spangle
Town of Springdale
Town of St. John
Town of Steilacoom
Town of Twisp
Town of Uniontown
Town of Washtucna
Town of Waterville
Town of Waverly
Town of Wilbur
Town of Wilkeson
Town of Wilson Creek
Town of Winthrop
Town of Woodway
Town of Yacolt
Town of Yarrow Point

**Higher Education**

Bates Technical College
Bellevue Community College
Bellingham Technical College
Big Bend Community College
Cascadia Community College
Central Washington University
Centralia College
Clark College
Clover Park Technical College
Columbia Basin Community College
Community Colleges of Spokane
Eastern Washington University
Edmonds Community College
Everett Community College
Evergreen State College
Grays Harbor College
Green River Community College
Highline Community College
Lake Washington Institute of Technology
Lower Columbia College
Northwest Indian College
Olympic College
Peninsula College
Pierce College
Renton Technical College
Seattle Community Colleges District VI
Shoreline Community College
Skagit Valley College
South Puget Sound Community College
Tacoma Community College
University of Washington
Walla Walla Community College
Washington State Board for Community and Technical Colleges
Washington State Higher Education Facilities Authority
Washington State Student Achievement Council
Washington State University
Washington State University, Vancouver
Wenatchee Valley College
Western Washington University
Whatcom Community College
Yakima Valley Community College

Hawaii

Idaho

Cascade Rural Fire District
Castleford Rural Fire District
Central Fire District
Central Orchards Sewer District
Central Shoshone County Water District
Clark County District Library
Clarkia Free Library District
Clarkia Highway District
Clearwater Free Library District
Clearwater Highway District
Clearwater Soil and Water Conservation District
Clearwater Water District
Consolidated Free Library District
Cottonwood Highway District
Custer Soil and Water Conservation District
Dietrich Fire District
Dietrich Highway District
Doumecq Highway District
Downey Swan Lake Highway District
Dry Creek Cemetery Maintenance District
Eagle Fire Protection District
Eagle Sewer District
East Bonner County Free Library District
East Bonner County Library District
East Greenacres Irrigation District
Eastern Idaho Public Health District
Eastern Idaho Regional Wastewater Authority
Elk River Free Library District
Elmore Soil and Water Conservation District
Fenn Highway District
Ferdinand Highway District
Fish Haven Mosquito Abatement District
Fremont County District Library
Friedman Memorial Airport Authority
Garden Valley District Library
Garden Valley Fire Protection District
Garden Valley Recreation District
Gateway Fire Protection District
Gem County Fire Protection District
Gem County Mosquito Abatement District
Glenns Ferry Highway District
Golden Gate Highway District No. 3
Gooding County Memorial Hospital District
Grace District Library
Grangeville Highway District
Granite Reeder Water and Sewer District
Greater Boise Auditorium District
Greater Middleton Parks and Recreation District
Greater Swan Valley Fire Protection District No. 2
Groveland Water and Sewer District
Harbor View Estates Water and Sewer District
Hayden Lake Irrigation District
Hayden Lake Recreational Water and Sewer District
Hillsdale Highway District
Homedale Highway District
Hoo Doo Water and Sewer District
Horseshoe Bend Fire Protection District
Idaho Soil and Water Conservation District
Indian Valley Rural Fire District
Iona-Bonneville Sewer District
Island Park Fire District
Jerome Highway District
Jerome Recreation District
Jerome Rural Fire District No. 1
Kamiah Fire Protection District
Kamiah Highway District
Ketchum Rural Fire Protection District
Kidder Harris Highway District
Kingston Water District
Kootenai County Water District No. 1
Kootenai Ponderay Sewer District
Kootenai-Shoshone Soil and Water Conservation Distr
Kuna Library District
Laclede Water District
Lakes Highway District
Latah County Library District
Latah Soil and Water Conservation District
Lemhi Soil and Water Conservation District
Lewiston Orchards Irrigation District
Lewiston-Nez Perce County Regional Airport Authorit
Lincoln County Recreation District
Little Blacktail Ranch Water District
Little Wood River Library District
Lizard Butte Library District
Lost River Highway District
M&T Water and Sewer District
Mackay Free Library District
Madison Library District
Marsing Rural Fire District
McCall Fire Protection District
McCall Memorial Hospital District
Meridian Cemetery Maintenance District
Meridian Library District
Meridian Rural Fire Protection District

Oregon

Grant School District No. 3
Grants Pass School District No. 7
Greater Albany Public School District 8J
Gresham-Barlow School District
Harney County School District No. 3
Harney Education Service District
Harper School District No. 66
Harrisburg School District No. 7
Helix School District No. 1-R
Hermiston School District
High Desert Education Service District
Hillsboro School District No. 1J
Hood River County School District
Huntington School District No. 16J
Imbler School District No. 11
InterMountain Education Service District
Ione School District R2
Jackson County School District No. 9
Jackson Education Service District
Jefferson County School District No. 509-J
Jefferson School District
Jewell School District No. 8
John Day School District No. 3
Jordan Valley School District No. 3
Joseph School District No. 6
Junction City School District No. 69
Klamath County School District
Klamath Falls City Schools
Knappa School District
La Grande School District No. 1
Lake County School District No. 7
Lake Ed Service District
Lake Oswego School District No. 7J
Lakeview School District No. 7
Lane Education Service District
Lebanon Community School District No. 9
Lincoln County School District
Linn-Benton-Lincoln Education Service District
Long Creek School District No. 17
Lowell School District No. 71
Mapleton School District No. 32
Marcola School District No. 79J
McKenzie School District
McMinnville School District No. 40
Medford School District No. 549C
Milton-Freewater School District No. 7
Mitchell School District No. 55
Molalla River School District
Monument School District
Morrow County School District
Mt. Angel School District
Multnomah Education Service District Consortium
Myrtle Point School District
Neah-Kah-Nie School District No. 56
Nestucca Valley School District No. 101
New Hope Christian Schools
Newberg School District No. 29J
North Bend School District No. 13
North Central Education Service District
North Clackamas School District No. 12
North Douglas School District No. 22
North Lake School District
North Marion School District No. 15
North Santiam School District No. 29
North Wasco County School District No. 21
Northwest Regional Education Service District
Nyssa School District No. 26
Oakland School District
Oakridge School District No. 76
Ontario School District No. 8C
Oregon City School District No. 62
Oregon Trail School District No. 46
Paisley School District No. 11
Parkrose School District No. 3
Pendleton School District No. 16
Perrydale School District No. 21J
Philomath School District No. 17J
Phoenix-Talent School District
Pilot Rock School District No. 2
Pine Eagle School District No. 61
Pinehurst School District
Pleasant Hill School District
Plush School District 18
Port Orford-Langlois School District No. 2CJ
Portland Public School District No. 1
Powers School District No. 31
Prairie City School District No. 4
Prospect School District
Rainier School District No. 13
Redmond School District No. 2J
Reedsport School District No. 105
Region 9 Education Service District
Reynolds School District No. 7
Riddle School District No. 70

South Carolina

Lexington County School District No. 2
Lexington County School District No. 3
Lexington County School District No. 4
Lexington-Richland Counties School District No. 5
Marion County School District
Marion County School District No. 7
Marlboro County School District
McCormick County School District
Newberry County School District
Oconee County School District
Orangeburg Consolidated School District Four
Orangeburg County Consolidated School District No. 3
Orangeburg County Consolidated School District No. 5
Pickens County School District
Richland County School District No. 1
Richland County School District No. 2
Rock Hill School District No. 3
Saluda School District No. 1
South Carolina Public Charter School District
Spartanburg County School District No. 1
Spartanburg County School District No. 2
Spartanburg County School District No. 3
Spartanburg County School District No. 4
Spartanburg County School District No. 5
Spartanburg County School District No. 6
Spartanburg County School District No. 7
Sumter School District
Sumter School District No. 17
Sumter School District No. 2
Union County School District
Ware Shoals School District No. 51
Williamsburg County Schools
Williston School District No. 29
York School District No. 1

**Special District**

Abbeville Housing Authority
Aiken Housing Authority
Anderson Housing Authority
Atlantic Beach Housing Authority
Beaufort Housing Authority
Beaufort-Jasper Water and Sewer Authority
Beech Island Rural Community Water District
Belton-Honea Path Water Authority
Bennettsville Housing Authority
Berea Public Service District
Berkeley County Water and Sanitation Authority
Big Creek Water and Sewerage District
Bluffton Township Fire District
Boiling Springs Fire District, Greenville County
Broad Creek Public Service District
Buffalo-Mt. Pisgah Fire Protection District
Burton Fire District
Central Midlands Regional Transit Authority
Charleston Area Regional Transportation Authority
Charleston County Aviation Authority
Charleston County Housing and Redevelopment Authority
Charleston Housing Authority
Charleston Naval Complex Redevelopment Authority
Charleston Soil and Water Conservation District
Cheraw Housing Authority
Chester Housing Authority
Chester Metropolitan District
Chester Sewer District
Coast Regional Transportation Authority
Columbia Housing Authority
Conway Housing Authority
Daniel Morgan Water District
Darlington County Fire District
Darlington County Water and Sewer Authority
Darlington Housing Authority
Donalds-Due West Water and Sewer Authority
Dorchester County Sales Tax Transportation Authority
Dorchester County Water Authority
Duncan Chapel Fire District
Easley Housing Authority
Easley-Central Water District
East Richland County Public Service District
Edgefield County Water and Sewer Authority
Florence Housing Authority
Fort Mill Housing Authority
Fripp Island Public Service District
Gaffney Housing Authority
Gaston Rural Community Water District
Georgetown County Water and Sewer District
Georgetown Housing Authority
Gilbert-Summit Rural Water District
Grand Strand Water and Sewer Authority
Greenville Arena District
Greenville County Recreation District
Greenville County Redevelopment Authority
Greenville Housing Authority
Greenville Transit Authority
Greenwood Metropolitan District
Greer Housing Authority

Utah

Davis Community Housing Authority
Davis County Housing Authority
Davis-Salt Lake Aerial Spray Authority
Duchesne County Upper Country Water Improvement District
Duchesne County Water Conservancy District
Emery County Housing Authority
Emery County Municipal Building Authority
Emery County Special Service District No. 1
Emery Water Conservancy District
Emigration Improvement District
Fruitland Special Service District
Garden City Fire District
Grand County Housing Authority
Granger-Hunter Improvement District
Heber Valley Special Service District
Hooper Water Improvement District
Jensen Water Improvement District
Johnson Water Improvement District
Jordan Valley Water Conservancy District
Jordanelle Special Service District
Juab Special Service Fire District
Kane County Water Conservancy District
Kearns Improvement District
Lake Point Improvement District
Logan-Cache Airport Authority
Maeser Water and Sewer Improvement District
Magna Mosquito Abatement District
Magna Water District
Metropolitan Water District of Salt Lake and Sandy
Midvalley Improvement District
Midway Sanitation District
Milford Area Healthcare Service District
Moab Mosquito Abatement District
Moab Valley Fire Protection District
Mountain Green Sewer Improvement District
Mountain Regional Water Special Service District
Mountain View Special Service District
Mt. Olympus Improvement District
North Davis County Sewer District
North Davis Fire District
North Emery Water Users Special Service District
North Fork Special Services District
North Pointe Solid Waste Special Service District
North Summit Fire District
North Tooele County Fire Protection District
North Utah Water Conservancy District
North View Fire District
Ogden Housing Authority
Ouray Park Water Improvement District
Park City Fire Service District
Price River Water Improvement District
Provo Housing Authority
Rockville/Springdale Fire Protection District
Roosevelt City Housing Authority
Salt Lake City Housing Authority
Salt Lake City Mosquito Abatement District
Salt Lake County Housing Authority
Sandy Suburban Improvement District
Scofield Reservoir Special Service District
Sevier County Special Service District No. 1
Skyline Mountain Special Service District
Snyderville Basin Special Recreation District
Snyderville Basin Water Reclamation District
Solid Waste Special Service District No. 1
South Davis Sewer District
South Davis Water District
South Ogden Conservation District
South Salt Lake Valley Mosquito Abatement District
South Summit Fire Protection District
South Utah Valley Solid Waste District
South Valley Sewer District
Southeastern Utah Housing Authority
Spanish Valley Water and Sewer Improvement District
St. George Housing Authority
Stansbury Park Improvement District
Strawberry Electric Service District
Sugar House Park Authority
Tabby Valley Park Special Service District
Taylorsville-Bennion Improvement District
Thompson Special Service District
Timpanogos Special Service District
Tooele County Housing Authority
Tooele County Recreation Special Service District
Tridell-Lapoint Water Improvement District
Uintah Animal Control and Shelter Special Service District
Uintah County Municipal Building Authority
Uintah Fire Suppression Special Service District
Uintah Health Care Special Service District
Uintah Highlands Water and Sewer Improvement District
Uintah Mosquito Abatement District
Uintah Recreation District
Uintah Transportation Special Service District
Uintah Water Conservancy District
Unified Fire Authority

Washington

**Education (K-12)**

Aberdeen School District No. 5
Adna School District No. 226
Almira School District No. 17
Anacortes School District No. 103
Arlington Public Schools
Asotin-Anatone School District
Auburn School District No. 408
Bainbridge Island School District No. 303
Battle Ground School District No. 119
Bellevue Christian School District
Bellevue School District No. 405
Bellingham School District No. 501
Benge School District No. 122
Bethel School District No. 403
Bickleton School District
Blaine School District No. 503
Boistfort School District No. 234
Bremerton School District
Brewster School District No. 111
Bridgeport School District No. 75
Brinnon School District No. 46
Burlington-Edison School District No. 100
Camas School District
Cape Flattery School District No. 401
Capital Region Educational Service District No. 113
Carbonado Historical School District No. 19
Cascade Christian Schools
Cascade School District No. 228
Cashmere School District No. 222
Castle Rock School District No. 401
Central Kitsap School District No. 401
Central Valley School District No. 356
Centralia School District No. 401
Chehalis School District No. 302
Cheney School District No. 360
Chewelah School District No. 36
Chief Leschi School System
Chimacum School District No. 49
Clarkston School District No. J250-185
Cle Elum-Roslyn School District
Clover Park School District No. 400
Colfax School District No. 300
College Place School District No. 250
Colton School District No. 306
Columbia School District No. 206
Columbia School District No. 206, Stevens County
Columbia School District No. 400
Colville School District No. 115
Concrete School District No. 11
Conway Consolidated School District No. 317
Cosmopolis School District
Coulee-Hartline School District No. 151
Coupeville School District No. 204
Crescent School District
Creston School District No. 73
Curlew School District No- 50
Cusick School District
Darrington School District No. 330
Davenport School District No. 207
Dayton School District No. 2
Deer Park School District No. 414
Dieringer School District
Dixie School District
East Valley School District No. 361
East Valley School District No. 361, Spokane County
East Valley School District No. 90, Yakima County
Eastmont School District No. 206
Eatonville School District No. 404
Edmonds School District No. 15
Educational Service District No. 112
Ellensburg School District No. 401
Elma School District No. 68
Endicott School District No. 308
Entiat School District No. 127
Enumclaw School District No. 216
Ephrata School District No. 165
Evaline School District No. 36
Everett School District No. 2
Evergreen School District No. 114, Clark County
Evergreen School District No. 205
Federal Way Public Schools
Ferndale School District No. 502
Fife School District No. 417
Finley School District
Franklin Pierce School District No. 402
Freeman School District No. 358
Garfield School District No. 302
Glenwood School District
Goldendale School District
Grand Coulee Dam School District
Grandview School District No. 200
Granger School District No. 204
Granite Falls School District No. 332

## Hawaii

## Idaho

Mica Kidd Island Fire Protection District
Middleton Rural Fire District
Midvale Fire Protection District
Minidoka County Fire Protection District
Minidoka County Highway District
Moreland Water and Sewer District
Mountain Home Highway District
Mountain Rides Transportation Authority
Nampa and Meridian Irrigation District
Nampa Highway District No. 1
Nampa Housing Authority
New Plymouth Fire District
North Bingham County District Library
North Custer Hospital District
North Kootenai Water and Sewer District
North Lake Recreational Sewer and Water District
North Latah County Highway District
Northern Lakes Fire District
Northside Fire District
Notus-Parma Highway District No. 2
Oakley Highway District
Oakley Library District
Ola District Library
Oneida County Fire District
Oregon Trail Recreation District
Outlet Bay Water and Sewer District
Panhandle Health District
Parma Rural Fire Protection District
Pine Ridge Water and Sewer District
Pinehurst Water District
Pioneer Irrigation District
Placerville Fire Protection District
Pocatello Housing Authority
Pocatello-Chubbuck Auditorium District
Portneuf District Library
Post Falls Highway District
Power County Highway District
Prairie Highway District
Prairie-River Library District
Progressive Irrigation District
Raft River Highway District
Rapid River Water and Sewer District
Richfield District Library
Riverside Independent Water District
Rock Creek Fire District
Rockland Rural Fire District
Rogerson Water District
Ross Point Water District
Sagle Fire District
Salmon River Clinic Hospital District
Sam Owen Fire District
Santa-Fernwood Water and Sewer District
Schweitzer Fire-Rescue District
Settlers Irrigation District
Shelley/Firth Fire District
Shoshone City & Rural Fire District
Shoshone County Fire Protection District No. 2
Shoshone Highway District No. 2
South Bannock Library District
South Bingham Soil Conservation District
South Boundary Fire Protection District
South Custer Fire District
South Fork Coeur d'Alene River Sewer District
South Latah Highway District
Southside Water and Sewer District
Southwestern Idaho Cooperative Housing Authority
St. Maries Fire Protection District
Star Joint Fire District
Star Sewer and Water District
Sun Valley Water and Sewer District
Sunset Heights Water District
Targhee Regional Public Transit Authority
Targhee Regional Public Transportation Authority
Teton County Fire Protection District
Three Creek Highway District
Three Mile Water District
Timberlake Fire Protection District
Twin Falls Highway District
Twin Falls Housing Authority
Twin Falls Rural Fire Protection District
Twin Ridge Rural Fire District
Union Independent Highway District
Upper Fords Creek Rural Fire District
Warm Lake Recreational Water District
Wendell Highway District
West Boise Sewer District
West Bonner Library District
West Bonner Water and Sewer District
West Pend Oreille Fire District
Western Ada Recreation District
Western Elmore County Recreation District
Wilder Irrigation District
Wilder Public Library District
Wilder Rural Fire Protection District

## Oregon

Riverdale School District No. 51J
Rogue River School District No. 35
Roseburg Public Schools
Salem-Keizer Public School District No. 24J
Santiam Canyon School District No. 129J
Santiam Christian Schools
Scappoose School District No. 1J
Scio School District No. 95C
Seaside School District
Sheridan School District No. 48J
Sherman County School District
Sherwood School District No. 88J
Silver Falls School District No. 4J
Sisters School District No. 6
Siuslaw School District No. 97J
South Coast Education Service District, Region No. 7
South Lane School District No. 45J3
South Umpqua School District No. 19
South Wasco County School District No. 1
Southern Oregon Education Service District
Spray School District No. 1
Springfield School District No. 19
St. Helens School District No. 502
St. Paul School District No. 45
Stanfield School District No. 61
Sutherlin School District No. 130
Sweet Home School District No. 55
Three Rivers School District
Tigard-Tualatin School District No. 23J
Tillamook School District No. 9
Ukiah School District 80 R
Umatilla School District No. 6
Union School District 5
Vale School District No. 84
Vernonia School District No. 47J
Wallowa School District No. 12
Warrenton-Hammond School District No. 30
West Linn-Wilsonville School District
Willamette Education Service District
Willamina School District No. 30J
Winston-Dillard School District No. 116
Woodburn School District No. 103
Yamhill-Carlton School District No. 1
Yoncalla School District No. 32

**Special District**

Adair Rural Fire Protection District
Amity Fire District
Applegate Valley Fire District No. 9
Arch Cape Sanitary District
Arch Cape Water District
Arnold Irrigation District
Aumsville Rural Fire District
Baker County Library District
Baker Rural Fire Protection District
Baker Valley Soil and Water Conservation District
Bandon Rural Fire Protection District
Barlow Water Improvement District
Bay Area Hospital District
Bend Parks and Recreation District
Beverly Beach Water District
Black Butte Ranch Rural Fire Protection District
Blue Mountain Hospital District
Blue River Water District
Boardman Park and Recreation District
Boardman Rural Fire Protection District
Boring Water District No. 24
Boulder Creek Retreat Special Road District
Brownsville Rural Fire District
Buell-Red Prairie Water District
Bunker Hill Sanitary District
Burlington Water District
Camellia Park Sanitary District
Cannon Beach Rural Fire Protection District
Central Lincoln People's Utility District
Central Oregon Irrigation District
Central Oregon Park and Recreation District
Central Oregon Regional Housing Authority
Charleston Fire District
Charleston Sanitary District
Chehalem Park and Recreation District
Chenowith Water Public Utility District
Chiloquin-Agency Lake Rural Fire Protection District
Christmas Valley Domestic Water Supply District
Christmas Valley Park and Recreation District
Clackamas County Fire District No. 1
Clackamas County Housing Authority
Clackamas County Soil and Water Conservation District
Clatskanie Park and Recreation District
Clatskanie People's Utility District
Clatskanie Rural Fire Protection District
Clatsop Care Center Health District
Clatsop County Housing Authority
Cloverdale Rural Fire Protection District
Coburg Rural Fire Protection District

## South Carolina

Hartsville Housing Authority
Hilton Head No. 1 Public Service District
Holly Springs Fire-Rescue District
Homeland Park Water and Sewer District
James Island Public Service District
Kingstree Housing Authority
Lady's Island-St. Helena Fire District
Lake City Housing Authority
Lancaster County Water and Sewer District
Lancaster Housing Authority
Lancaster Soil and Water Conservation District
Laurens Housing Authority
Lexington County Health Services District, Inc.
Liberty-Chesnee-Fingerville Water District
Local Housing Authority
Lowcountry Regional Transportation Authority
Lugoff-Elgin Water Authority
Marion Housing Authority
Marlboro County Housing Authority
McColl Housing Authority
Medical University Hospital Authority
Metropolitan Sewer Sub-District
Mitford Water and Sewer District
Mullins Housing Authority
Murrells Inlet-Garden City Fire District
Myrtle Beach Air Force Base Redevelopment Authority
Myrtle Beach Housing Authority
Newberry County Water and Sewer Authority
Newberry Housing Authority
North Charleston Housing Authority
North Charleston Sewer District
North Greenville Fire District
Oconee County Joint Regional Sewer Authority
Parker Sewer and Fire Subdistrict
Patriots Point Development Authority
Pee Dee Regional Airport District
Pee Dee Regional Transportation Authority
Piedmont Public Service District
Pioneer Rural Water District
Powdersville Water District
Richland-Lexington Airport District
Richland-Lexington Riverbanks Park District
Rock Hill Housing Authority
Saluda County Water and Sewer Authority
Sandy Springs Water District
Santee Fire Service District
Santee Wateree Regional Transportation Authority
Sheldon Township Fire District
Slater-Marietta Fire District
South Carolina Housing Authority Bond Council
South Carolina Public Employee Benefit Authority
South Carolina Regional Housing Authority No. 1
South Carolina Regional Housing Authority No. 3
South Carolina State Education Assistance Authority
South Carolina State Fiscal Accountability Authority
South Carolina State Housing Finance and Development Authority
South Carolina State Ports Authority
South Greenville Fire District
South Island Public Service District
Southside Rural Community Water District
Spartanburg Housing Authority
Spartanburg Regional Health Services District
St. Andrews Public Service District South Carolina
St. John's Fire District
Starr-Iva Water and Sewer District
Startex-Jackson-Wellford-Duncan Water District
Sumter Housing Authority
Talatha Rural Community Water District
Taylors Fire and Sewer District
Three Rivers Solid Waste Authority
Tigerville Fire District
Tri-County Solid Waste Authority
Union Housing Authority
Valley Public Service Authority
Waccamaw Regional Transportation Authority
Wedgefield Stateburg Water District
West Anderson Water District
Westview-Fairforest Fire District
Whitney Fire Protection District
Williamsburg County Transit Authority
Williamsburg County Water and Sewer Authority
Woodruff Housing Authority
Woodruff-Roebuck Water District
York County Natural Gas Authority

**State**

Santee-Lynches Regional Council of Governments
South Carolina Department of Health and Environmental Control
South Carolina Department of Mental Health
South Carolina Department of Revenue
South Carolina General Services Division
South Carolina Office of Regulatory Staff
South Carolina State Budget and Control Board
South Carolina State Treasurer's Office
State Of South Carolina

## Utah

Utah County Housing Authority
Utah Paiute Housing Authority
Utah Transit Authority
Utah Valley Dispatch Special Service District
Wasatch County Fire District
Wasatch Front Waste and Recycling District
Wasatch Integrated Waste Management District
Washington County Water Conservancy District
Waste Management Service District No. 5
Weber Basin Water Conservancy District
Weber Fire District
Weber Mosquito Abatement District
Weber-Box Elder Conservation District
Wellsville-Mendon Conservancy District
White City Water Improvement District
Woodruff Fire District

**State**

State Of Utah
Utah Department of Administrative Services
Utah Department of Health
Utah State Legislature
Utah State Treasurer

**Tribal**

Confederated Tribes of the Goshute Reservation
Kanosh Band of the Paiute Indian Tribe of Utah
Koosharem Band of the Paiute Indian Tribe
Northwestern Band of Shoshone Nation
Northwestern Band of the Shoshone Nation Housing Authority
Paiute Indian Tribe of Utah
Skull Valley Band of Goshute Indians
Ute Indian Tribe

## Washington

Grapeview School District No. 54
Great Northern School District
Green Mountain School District No. 103
Griffin School District No. 324
Harrington Public Schools
Highland School District No. 203
Highline School District No. 401
Hockinson School District
Hood Canal School District No. 404
Hoquiam School District No. 28
Inchelium School District No. 70
Issaquah School District No. 411
Kahlotus School District No. 56
Kalama School District No. 402
Keller School District No. 3
Kelso School District No. 458
Kennewick School District No. 17
Kent School District No. 415
Kettle Falls School District No. 212
Kiona-Benton City School District No. 52
Kittitas School District
Klickitat School District No. 402
La Center School District
La Conner School District No. 311
LaCrosse School District
Lake Chelan School District No. 129
Lake Quinault School District No. 97
Lake Stevens School District No. 4
Lake Washington School District No. 414
Lakewood School District No. 306
Lamont School District
Liberty School District No. 362
Lind School District
Longview School District No. 122
Loon Lake School District No. 183
Lopez Island School District No. 144
Lyle School District No- 406
Lynden School District No. 504
Mabton School District No. 120
Mansfield School District No. 207
Manson School District
Mary M. Knight School District
Mary Walker School District No. 207
Marysville School District No. 25
McCleary School District No. 65
Mead School District No. 354
Medical Lake School District No. 326
Mercer Island School District No. 400
Meridian School District No. 505
Methow Valley School District
Monroe School District No. 103
Montesano School District No. 66
Morton School District No. 214
Moses Lake School District No. 161
Mossyrock School District No. 206
Mt. Adams School District No. 209
Mt. Baker School District No. 507
Mt. Vernon School District No. 320
Mukilteo School District No. 6
Naches Valley School District No. 3
Napavine School District No. 14
Naselle-Grays River Valley School District No.165
Nespelem School District No. 14
Newport School District No. 56-415
Nine Mile Falls School District No. 325/179
Nooksack Valley School District No. 506
North Beach School District No. 64
North Franklin School District No. 51
North Kitsap School District No. 400
North Mason School District
North Thurston Public Schools
Northport School District No. 211
Northshore School District No. 417
Oak Harbor School District No. 201
Oakesdale School District No. 324
Oakville School District No. 400
Ocean Beach School District No. 101
Ocosta School District No. 172
Odessa School District No. 105
Okanogan School District No. 105
Olympia School District No. 111
Olympic Educational Service District
Omak School District No. 19
Onalaska School District No. 300
Onion Creek School District No. 30
Orcas Island School District No. 137
Orchard Prairie School District No. 123
Orient School District No. 65
Oroville School District No. 410
Orting School District No. 344
Othello School District
Palisades School District No. 102
Palouse School District No. 301
Pasco School District No. 1

Hawaii

Idaho

Wilderness Ranch Fire Protection District
Winona Highway District
Worley Fire District
Worley Highway District

**State**

Idaho Department of Administration
Idaho Department of Health and Welfare
State Of Idaho

**Tribal**

Coeur d'Alene Tribe
Kootenai Tribe of Idaho
Nez Perce Tribal Enterprises
Nez Perce Tribe
Shoshone-Bannock Tribes

Oregon

Colton Fire District
Colton Water District
Columbia Corridor Drainage Districts Joint Contracting Authority
Columbia Health District
Columbia Improvement District
Columbia River People's Utility District
Columbia Soil and Water Conservation District
Coos County Airport District
Coos County Library Service District
Coquille Indian Housing Authority
Coquille Valley Hospital District
Corbett Water District
Corvallis Rural Fire Protection District
Cove Rural Fire Protection District
Crooked River Ranch Rural Fire Protection District
Crooked River Ranch Special Road District
Curry Health District
Curry Public Library District
Dallas Cemetery District No. 4
Dean Minard Water District
Dee Rural Fire Protection District
Deschutes County 911 Service District
Deschutes County Rural Fire District No. 1
Deschutes Valley Water District
Devils Lake Water Improvement District
Dexter Rural Fire Protection District
Douglas County Fire District No. 2
Douglas County Housing Authority
Douglas Soil and Water Conservation District
Drakes Crossing Rural Fire Protection District
Dufur Recreation District
Eagle Valley Soil and Water Conservation District
East Fork Irrigation District
East Multnomah Soil and Water Conservation District
East Umatilla County Health District
East Valley Water District
Echo Rural Fire District
Elsie-Vinemaple Rural Fire Protection District No. 11
Emerald People's Utility District
Estacada Rural Fire District No. 69
Fairview Water District
Falcon Cove Beach Water District
Farmers Irrigation District
Gardiner Sanitary District
Gaston Rural Fire District
Gates Rural Fire Protection District
Gearhart Rural Fire Protection District
Glendale Rural Fire Protection District
Gleneden Sanitary District
Goshen Fire District
Government Camp Sanitary District
Grand Ronde Sanitary District
Grant County Transportation District
Grant Soil and Water Conservation District
Grants Pass Irrigation District
Green Sanitary District
Hahlen Road Special District
Halsey-Shedd Rural Fire Protection District
Hamlet Rural Fire Protection District
Harbor Sanitary District
Harbor Water Public Utility District
Harney District Hospital
Harney Soil and Water Conservation District
Harriman Rural Fire Protection District
Hazeldell Rural Fire Protection District
Hebo Joint Water and Sewer Authority
Heceta Water District
Hermiston Cemetery District
Hermiston Fire and Emergency Services District
Hermiston Irrigation District
Hood River County Library District
Hood River County Transportation District
Hood River Valley Parks and Recreation District
Hoodland Fire District No. 74
Hubbard Rural Fire Protection District
Ice Fountain Water District
Illinois Valley Rural Fire Protection District
Ione Rural Fire Protection District
Irrigon Community Park and Recreation Maintenance District
Jackson County Airport Authority
Jackson County Fire District No. 3
Jackson County Fire District No. 5
Jackson County Housing Authority
Jackson County Library District
Jackson County Vector Control District
Jackson Soil and Water Conservation District
Jefferson Rural Fire Protection District
John Day/Canyon City Parks and Recreation District
Junction City Rural Fire Protection District
Juniper Flat Rural Fire Protection District
Keating Soil and Water Conservation District
Keizer Rural Fire Protection District
Keno Fire Protection District
Kernville-Gleneden Beach-Lincoln Beach Water District

South Carolina

**Township**

Township of Grand Meadow

**Tribal**

Catawba Indian Nation

Utah

Washington

Pateros School District
Paterson School District No. 50
Pe Ell School District No. 301
Peninsula School District
Pioneer School District No. 402
Pomeroy School District No. 110
Port Angeles School District No. 121
Port Townsend School District No. 50
Prescott School District No. 402-37
Pride Prep Schools
Prosser School District No. 116
Puget Sound Educational Service District
Pullman School District No. 267
Puyallup School District No. 3
Queets-Clearwater School District No. 20
Quilcene School District No. 48
Quillayute Valley School District No. 402
Quincy School District No. 144
Rainier School District No. 307
Raymond School District No. 116
Reardan-Edwall School District
Renton School District No. 403
Republic School District
Richland School District No. 400
Ridgefield School District No. 122
Ritzville School District
Riverside School District
Riverview School District No. 407
Rochester School District
Rosalia School District No. 320
Royal School District
San Juan Island School District No. 149
Satsop School District No. 104
Seattle Public Schools
Sedro-Woolley School District No. 101
Selah School District No. 119
Selkirk School District No. 70
Sequim School District No. 323
Shaw Island School District No. 10
Shelton School District No. 309
Shoreline School District No. 412
Skykomish School District
Snohomish School District No. 201
Snoqualmie Valley School District No. 410
Soap Lake School District No. 156
South Bend School District No. 118
South Kitsap School District No. 402
South Whidbey School District No. 206
Southside School District
Spokane Public Schools
Sprague School District
St. John School District No. 322
Stanwood-Camano School District No. 401
Steilacoom Historical School District No. 1
Steptoe School District No. 304
Stevenson-Carson School District No. 303
Sultan School District No. 311
Summit Valley School District 202
Sumner School District No. 320
Sunnyside School District No. 201
Tacoma School District No. 10
Taholah School District No. 77
Tahoma School District No. 409
Tekoa School District No. 265
Tenino School District No. 402
Thorp School District No. 400
Toledo School District No. 237
Tonasket School District
Toppenish School District No. 202
Touchet School District No. 300
Toutle Lake School District No. 130
Trout Lake School District No. R-400
Tukwila School District No. 406
Tumwater School District No. 33
Union Gap School District No. 2
University Place School District No. 83
Valley School District
Valley School District No. 70
Vancouver School District No. 37
Vashon Island School District No. 402
Wahkiakum School District No. 200
Wahluke School District No. 73
Waitsburg School District
Walla Walla School District No. 140
Wapato School District No. 207
Warden School District No. 146-161
Washington Schools Risk Management Pool
Washington State Educational Service District
Washougal School District
Washtucna School District
Waterville School District No. 209
Wellpinit School District
Wenatchee School District No. 246
West Valley School District No. 208, Yakima County

Hawaii

Idaho

Oregon

Klamath County Fire District No. 1
Klamath County Library Service District
Klamath Housing Authority
Klamath Irrigation District
Klamath Vector Control District
La Grande Rural Fire Protection District
La Pine Park and Recreation District
La Pine Rural Fire Protection District
La Pine Water District
Lake District Hospital
Lake Grove Water District
Lakeside Fire District No. 4
Lane County Fire District No. 1
Lane Library District
Lane Transit District
Langlois Water District
LaPine Special Sewer District
Lebanon Aquatic District
Lebanon Fire District
Lewis and Clark Rural Fire Protection District
Libby Drainage District
Linn Benton Housing Authority
Lookingglass Rural Fire District
Lorane Rural Fire Protection District
Lowell Rural Fire Protection District
Lower Umpqua Hospital District
Lusted Water District
Madras Aquatic Center District
Malheur County Housing Authority
Malin Rural Fire Protection District
Mapleton Water District
Marion County Fire District No. 1
Marion Soil and Water Conservation District
Medford Irrigation District
Merrill Rural Fire Protection District
Mid-County Cemetery Maintenance District
Middle Fork Irrigation District
Miles Crossing Sanitary Sewer District
Mill City Rural Fire Protection District
Milton-Freewater Water Control District
Mist-Birkenfeld Rural Fire Protection District
Mohawk Valley Rural Fire District
Molalla River Improvement District
Molalla Rural Fire Protection District No. 73
Monroe Rural Fire Protection District
Morrow County Health District
Mountain View Hospital District
Mt. Angel Fire District
Multnomah County Drainage District No. 1
Multnomah County Rural Fire Protection District No. 10
Multnomah County Rural Fire Protection District No. 14
Nesika Beach-Ophir Water District
Neskowin Regional Sanitary Authority
Neskowin Regional Water District
Nestucca Rural Fire Protection District
Netarts Oceanside Sanitary District
Netarts-Oceanside Rural Fire Protection District
North Bay Rural Protection Fire District
North Bend City/Coos-Curry Housing Authority
North Central Public Health District
North Clackamas Parks and Recreation District
North County Recreation District
North Gilliam Cemetery District
North Gilliam County Rural Fire Protection District
North Lincoln Fire and Rescue District No. 1
North Powder Rural Fire Protection District
North Sherman County Rural Fire Protection District
North Unit Irrigation District
Northeast Oregon Housing Authority
Northern Wasco County Park and Recreation District
Northern Wasco County People's Utility District
Northwest Oregon Housing Authority
Nyssa Road Assessment District No. 2
Nyssa Rural Fire Protection District
Oak Hill Sanitary District
Oak Lodge Sanitary District
Oak Lodge Water District
Oceanside Water District
Ochoco West Sanitary District
Odell Sanitary District
Ontario Library District
Oregon Fire Districts Association
Oregon Infrastructure Finance Authority
Oregon Trail Library District
Oregon Water Wonderland Unit II Sanitary District
Owyhee Irrigation District
Pacific City Joint Water Sanitary Authority
Pacific Communities Health District
Palatine Hill Water District
Peninsula Drainage District No. 1
Peninsula Drainage District No. 2
Pilot Rock Fire Protection District
Pine Grove Rural Fire Protection District
Pleasant Hill Rural Fire Protection District

South Carolina

Utah

Washington

West Valley School District No. 363, Spokane County
White Pass School District No. 303
White River School District No. 416
White Salmon Valley School District No. 405-17
Wilbur School District No. 200
Willapa Valley School District No. 160
Wilson Creek School District
Winlock School District No. 232
Wishkah Valley School District No. 117
Woodland School District No. 404
Yakima School District No. 7
Yelm Community School District No. 2
Zillah School District No. 205

**Special District**

Acme Water District No. 18
Adams County Fire Protection District No. 1
Adams County Mosquito Control District
Aeneas Lake Irrigation District
Alderwood Water and Wastewater District
Alpine Water District
Anacortes Housing Authority
Annapolis Water District
Asotin County Cemetery District No. 1
Asotin County Conservation District
Asotin County Fire District No. 1
Asotin County Housing Authority
Asotin County Public Utility District No. 1
Badger Mountain Irrigation District
Bainbridge Island Metropolitan Park and Recreation District
Basin City Water/Sewer District
Bayview Beach Water District
Beacon Hill Water and Sewer District
Beehive Irrigation District
Belfair Water District No. 1
Bellevue Convention Center Authority
Bellingham Housing Authority
Bellingham Public Development Authority
Benton County Diking District No. 1
Benton County Fire Protection District No. 1
Benton County Fire Protection District No. 2
Benton County Fire Protection District No. 4
Benton County Fire Protection District No. 5
Benton County Fire Protection District No. 6
Benton County Mosquito Control District
Benton County Public Utility District No. 1
Benton Irrigation District
Benton-Franklin Health District
Beverly Water District
Birch Bay Water and Sewer District
Black Diamond Water District
Bremerton Housing Authority
Buckhannon-Upshur County Airport Authority
Burbank Irrigation District No. 4
Carnhope Irrigation District No 7
Cascadia Conservation District
Cedar River Water and Sewer District
Central Klickitat County Park and Recreation District
Central Pierce Fire and Rescue District No. 6
Central Puget Sound Regional Transit Authority
Central Valley Ambulance Authority
Chelan County Fire District No. 1
Chelan County Fire District No. 3
Chelan County Fire District No. 5
Chelan County Fire District No. 6
Chelan County Fire District No. 7
Chelan County Fire District No. 8
Chelan County Fire District No. 9
Chelan County Public Hospital District No. 1
Chelan County Public Utility District No. 1
Chelan County/Wenatchee Housing Authority
Chelan-Douglas Health District
Chinook Water District
Chuckanut Community Forest Park District
Clallam Conservation District
Clallam County Fire District No. 2
Clallam County Fire District No. 5
Clallam County Fire District No. 6
Clallam County Fire Protection District No. 1
Clallam County Fire Protection District No. 3
Clallam County Fire Protection District No. 4
Clallam County Hospital District No. 1
Clallam County Housing Authority
Clallam County Parks and Recreation District No. 1
Clallam County Public Hospital District No. 2
Clallam County Public Utility District No. 1
Clark County Fire District No. 10
Clark County Fire District No. 11
Clark County Fire District No. 13
Clark County Fire District No. 5
Clark County Fire Protection District No. 3
Clark County Fire Protection District No. 6
Clark County Public Utility District No. 1
Clark Regional Wastewater District
Cline Irrigation District

| Hawaii | Idaho | Oregon | South Carolina | Utah | Washington |
|---|---|---|---|---|---|
| | | Pleasant Home Water District | | | Clinton Water District |
| | | Polk County Fire District No- 1 | | | Coal Creek Utility District |
| | | Polk County Housing Authority | | | Columbia Conservation District |
| | | Polk Soil and Water Conservation District | | | Columbia County Fire District No. 3 |
| | | Portland Metropolitan Area Water District | | | Columbia County Public Hospital District No. 1 |
| | | Public Procurement Authority | | | Columbia County Rural Library District |
| | | Rainbow Water District | | | Columbia Irrigation District |
| | | Raleigh Water District | | | Columbia Valley Water District |
| | | Redmond Area Park and Recreation District | | | Colville Indian Housing Authority |
| | | Riddle Rural Fire District | | | Consolidated Irrigation District No. 14 |
| | | River Forest Acres Special Road District | | | Covington 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-Okanogan 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 |
| | | Scottsburg 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/Okanogan 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 | | | Goforth 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 |
| | | Tualatan 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 |
| | | Vandevert 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 |
| | | Wallowa 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 |
| | | Wiard Memorial Park District | | | Green Tank Irrigation District No. 11 |
| | | Wickiup Water District | | | Hartstene Pointe Water-Sewer District |
| | | Willamalane Park and Recreation District | | | Highland Water District |

| Hawaii | Idaho | Oregon | South Carolina | Utah | Washington |
|---|---|---|---|---|---|
| | | 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 | | | Inchelium 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 | | | Kapowsin 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 |

| Hawaii | Idaho | Oregon | South Carolina | Utah | Washington |
|---|---|---|---|---|---|
| | | | | | Lewis County Conservation District |
| | | | | | Lewis County Fire District No. 1 |
| | | | | | Lewis County Fire District No. 11 |
| | | | | | Lewis County Fire District No. 13 |
| | | | | | Lewis County Fire District No. 18 |
| | | | | | Lewis County Fire District No. 9 |
| | | | | | Lewis County Fire Protection District No. 14 |
| | | | | | Lewis County Fire Protection District No. 16 |
| | | | | | Lewis County Fire Protection District No. 2 |
| | | | | | Lewis County Fire Protection District No. 5 |
| | | | | | Lewis County Fire Protection District No. 6 |
| | | | | | Lewis County Fire Protection District No. 8 |
| | | | | | Lewis County Hospital District No. 1 |
| | | | | | Lewis County Public Facilities District |
| | | | | | Lewis County Public Utility District No. 1 |
| | | | | | Lewis County Water District No. 1 |
| | | | | | Lewis County Water District No. 3 |
| | | | | | Lewis Public Transportation Benefit Area Authority |
| | | | | | Liberty Lake Sewer and Water District |
| | | | | | Lincoln County Fire District No. 1 |
| | | | | | Lincoln County Fire District No. 4 |
| | | | | | Lincoln County Fire Protection District No. 5 |
| | | | | | Lincoln County Fire Protection District No. 6 |
| | | | | | Lincoln County Fire Protection District No. 8 |
| | | | | | Lincoln County Hospital District No. 3 |
| | | | | | Lincoln-Adams County Fire Protection District No. 3 |
| | | | | | Longview Housing Authority |
| | | | | | Lopez Island Library District |
| | | | | | Lower Elwha Housing Authority |
| | | | | | Lower Squilchuck Irrigation District |
| | | | | | Lummi Housing Authority |
| | | | | | Lummi Tribal Sewer and Water District |
| | | | | | Makah Housing Authority |
| | | | | | Malaga Water District |
| | | | | | Manchester Water District |
| | | | | | Manson Park and Recreation District |
| | | | | | Marshland Flood Control District |
| | | | | | Marysville Fire District |
| | | | | | Mason Conservation District |
| | | | | | Mason County Fire District No. 13 |
| | | | | | Mason County Fire District No. 17 |
| | | | | | Mason County Fire District No. 2 |
| | | | | | Mason County Fire District No. 4 |
| | | | | | Mason County Fire Protection District No. 5 |
| | | | | | Mason County Fire Protection District No. 8 |
| | | | | | Mason County Housing Authority |
| | | | | | Mason County Public Hospital District No. 1 |
| | | | | | Mason County Public Utility District No. 1 |
| | | | | | Mason County Public Utility District No. 3 |
| | | | | | Mason County Transit Authority |
| | | | | | Methow Valley Irrigation District |
| | | | | | Mid-Columbia Library District |
| | | | | | Midway Sewer District |
| | | | | | Moab Irrigation District No. 20 |
| | | | | | Moses Lake Irrigation and Rehabilitation District |
| | | | | | Mukilteo Water and Wastewater District |
| | | | | | Naches-Selah Irrigation District |
| | | | | | North Beach Water District |
| | | | | | North Central Washington Economic Development District |
| | | | | | North City Water District |
| | | | | | North County Regional Fire Authority |
| | | | | | North Highline Fire District |
| | | | | | North Perry Avenue Water District |
| | | | | | North Whidbey Park and Recreation District |
| | | | | | Northeast Sammamish Sewer and Water District |
| | | | | | Northshore Utility District |
| | | | | | Northwest Park and Recreation District No. 2 |
| | | | | | Okanogan Conservation District |
| | | | | | Okanogan County Cemetery District No. 4 |
| | | | | | Okanogan County Fire District No. 6 |
| | | | | | Okanogan County Fire Protection District No. 11 |
| | | | | | Okanogan County Housing Authority |
| | | | | | Okanogan County Public Hospital District No. 3 |
| | | | | | Okanogan County Public Hospital District No. 4 |
| | | | | | Okanogan County Public Utility District No. 1 |
| | | | | | Okanogan Fire Protection District No. 16 |
| | | | | | Okanogan Irrigation District |
| | | | | | Olympic View Water and Sewer District |
| | | | | | Olympus Terrace Sewer District |
| | | | | | Orcas Island Library District |
| | | | | | Orchard Avenue Irrigation District No. 6 |
| | | | | | Oroville Housing Authority |
| | | | | | Oroville-Tonasket Irrigation District |
| | | | | | Othello Housing Authority |
| | | | | | Pacific Conservation District |
| | | | | | Pacific County Fire District No. 2 |
| | | | | | Pacific County Fire Protection District No. 1 |
| | | | | | Pacific County Fire Protection District No. 3 |
| | | | | | Pacific County Public Healthcare Services District No. 3 |
| | | | | | Pacific County Public Utility District No. 2 |
| | | | | | Pacific Hospital Preservation and Development Authority |
| | | | | | Palouse Conservation District |
| | | | | | Pasco/Franklin County Housing Authority |
| | | | | | Pend Oreille County Fire District No. 2 |

| Hawaii | Idaho | Oregon | South Carolina | Utah | Washington |
|---|---|---|---|---|---|
| | | | | | Pend Oreille County Fire District No. 4 |
| | | | | | Pend Oreille County Fire District No. 5 |
| | | | | | Pend Oreille County Library District |
| | | | | | Pend Oreille County Public Hospital District No. 1 |
| | | | | | Pend Oreille County Public Utility District No. 1 |
| | | | | | Peninsula Housing Authority |
| | | | | | Peninsula Metropolitan Park District |
| | | | | | Peshastin Irrigation District |
| | | | | | Peshastin Water District |
| | | | | | Pierce Conservation District |
| | | | | | Pierce County Fire District No. 13 |
| | | | | | Pierce County Fire District No. 16 |
| | | | | | Pierce County Fire District No. 18 |
| | | | | | Pierce County Fire District No. 23 |
| | | | | | Pierce County Fire District No. 27 |
| | | | | | Pierce County Fire District No. 3 |
| | | | | | Pierce County Fire District No. 5 |
| | | | | | Pierce County Fire District No. 8 |
| | | | | | Pierce County Fire Protection District No. 14 |
| | | | | | Pierce County Fire Protection District No. 2 |
| | | | | | Pierce County Fire Protection District No. 21 |
| | | | | | Pierce County Housing Authority |
| | | | | | Pike Place Market Preservation and Development Authority |
| | | | | | Point Roberts Water District No. 4 |
| | | | | | Ponderay Shores Water and Sewer District |
| | | | | | Port Ludlow Drainage District |
| | | | | | Prescott Joint Parks and Recreation District |
| | | | | | Prosser Fire District No. 3 |
| | | | | | Prosser Public Hospital District |
| | | | | | Public Hospital District No. 1 |
| | | | | | Public Hospital District No. 3 |
| | | | | | Public Utility District No- 1 |
| | | | | | Puyallup Tribal Health Authority |
| | | | | | Quileute Housing Authority |
| | | | | | Quinault 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 |

| Hawaii | Idaho | Oregon | South Carolina | Utah | Washington |
|---|---|---|---|---|---|
| | | | | | Snohomish County Housing Authority |
| | | | | | Snohomish County Public Hospital District No. 1 |
| | | | | | Snohomish County Public Hospital District No. 2 |
| | | | | | Snohomish County Public Utility District No. 1 |
| | | | | | Snohomish Health District |
| | | | | | Snohomish River Regional Water Authority |
| | | | | | Snoqualmie Valley Hospital District |
| | | | | | South Columbia Basin Irrigation District |
| | | | | | South Correctional Entity Public Development Authority |
| | | | | | South Naches Irrigation District |
| | | | | | South Whatcom Fire Authority |
| | | | | | South Whidbey Parks and Recreation District |
| | | | | | South Yakima Conservation District |
| | | | | | Southwest Suburban Sewer District |
| | | | | | Spokane Conservation District |
| | | | | | Spokane County Fire District No. 12 |
| | | | | | Spokane County Fire District No. 2 |
| | | | | | Spokane County Fire District No. 4 |
| | | | | | Spokane County Fire Protection District No. 10 |
| | | | | | Spokane County Fire Protection District No. 11 |
| | | | | | Spokane County Fire Protection District No. 13 |
| | | | | | Spokane County Fire Protection District No. 3 |
| | | | | | Spokane County Fire Protection District No. 5 |
| | | | | | Spokane County Fire Protection District No. 8 |
| | | | | | Spokane County Fire Protection District No. 9 |
| | | | | | Spokane County Library District |
| | | | | | Spokane County Water District No. 3 |
| | | | | | Spokane Housing Authority |
| | | | | | Spokane Indian Housing Authority |
| | | | | | Spokane Public Facilities District |
| | | | | | Spokane Regional Health District |
| | | | | | Spokane Transit Authority |
| | | | | | Startup Water District |
| | | | | | Steptoe Sewer District No. 1 |
| | | | | | Stevens County Fire District No. 2 |
| | | | | | Stevens County Fire District No. 6 |
| | | | | | Stevens County Fire Protection District No. 1 |
| | | | | | Stevens County Fire Protection District No. 10 |
| | | | | | Stevens County Fire Protection District No. 12 |
| | | | | | Stevens County Fire Protection District No. 5 |
| | | | | | Stevens County Public Utility District No. 1 |
| | | | | | Stevens County Rural Library District |
| | | | | | Stevens Pass Sewer District |
| | | | | | Sun Harbor Water District No. 3 |
| | | | | | Sunnyside Housing Authority |
| | | | | | Sunnyside Valley Irrigation District |
| | | | | | Sunnyslope Water District |
| | | | | | Swinomish Housing Authority |
| | | | | | Tacoma Community Redevelopment Authority |
| | | | | | Tacoma Housing Authority |
| | | | | | Tacoma Metropolitan Park District |
| | | | | | Terrace Heights Sewer District |
| | | | | | Thea Foss Waterway Development Authority |
| | | | | | Three Rivers Regional Wastewater Authority |
| | | | | | Thurston Conservation District |
| | | | | | Thurston County Fire District No. 12 |
| | | | | | Thurston County Fire District No. 4 |
| | | | | | Thurston County Fire District No. 9 |
| | | | | | Thurston County Fire Protection District No. 3 |
| | | | | | Thurston County Fire Protection District No. 5 |
| | | | | | Thurston County Fire Protection District No. 6 |
| | | | | | Thurston County Fire Protection District No. 8 |
| | | | | | Thurston County Housing Authority |
| | | | | | Thurston County Public Utility District No. 1 |
| | | | | | Tri-County Economic Development District |
| | | | | | Tukwila Metropolitan Park District |
| | | | | | Underwood Conservation District |
| | | | | | Union Gap Irrigation District |
| | | | | | Val Vue Sewer District |
| | | | | | Valley Regional Fire Authority |
| | | | | | Valley View Sewer District |
| | | | | | Valley Water District |
| | | | | | Vancouver Housing Authority |
| | | | | | Vashon Park District |
| | | | | | Wahkiakum County Public Utility District No. 1 |
| | | | | | Wahkiakum Fire Protection District No. 1 |
| | | | | | Wahkiakum Port District No. 1 |
| | | | | | Walla Walla County Fire Protection District No. 1 |
| | | | | | Walla Walla County Fire Protection District No. 3 |
| | | | | | Walla Walla County Fire Protection District No. 4 |
| | | | | | Walla Walla County Fire Protection District No. 5 |
| | | | | | Walla Walla County Fire Protection District No. 8 |
| | | | | | Walla Walla County Rural Library District |
| | | | | | Walla Walla Housing Authority |
| | | | | | Wallula Water District No. 1 |
| | | | | | Washington State Convention Center Public Facilities District |
| | | | | | Washington State Major League Baseball Stadium Public Facilities District |
| | | | | | Washington State Tobacco Settlement Authority |
| | | | | | Water District 19 |
| | | | | | Wells Ranch Irrigation District |
| | | | | | Wenatchee Reclamation District |
| | | | | | Wenatchee-Chiwawa Irrigation District |
| | | | | | West Sound Utility District |
| | | | | | Whatcom Conservation District |

| Hawaii | Idaho | Oregon | South Carolina | Utah | Washington |
|---|---|---|---|---|---|
| | | | | | Whatcom County Fire District No. 1 |
| | | | | | Whatcom County Fire District No. 11 |
| | | | | | Whatcom County Fire District No. 14 |
| | | | | | Whatcom County Fire District No. 16 |
| | | | | | Whatcom County Fire District No. 17 |
| | | | | | Whatcom County Fire District No. 4 |
| | | | | | Whatcom County Fire District No. 5 |
| | | | | | Whatcom County Fire District No. 7 |
| | | | | | Whatcom County Fire District No. 8 |
| | | | | | Whatcom County Public Utility District No. 1 |
| | | | | | Whatcom County Water District No. 12 |
| | | | | | Whatcom County Water District No. 13 |
| | | | | | Whatcom County Water District No. 2 |
| | | | | | Whatcom County Water District No. 7 |
| | | | | | Whatcom Transportation Authority |
| | | | | | Whidbey Island Public Hospital District |
| | | | | | Whitestone Reclamation District |
| | | | | | Whitman County Fire District No. 11 |
| | | | | | Whitman County Fire Protection District No. 12 |
| | | | | | Whitman County Fire Protection District No. 14 |
| | | | | | Whitman County Fire Protection District No. 7 |
| | | | | | Whitman County Public Hospital District No. 3 |
| | | | | | Whitman County Rural Library District |
| | | | | | Whitworth Water District No. 2 |
| | | | | | Willapa Valley Water District |
| | | | | | William Shore Memorial Pool District |
| | | | | | Williams Lake Sewer District No. 2 |
| | | | | | Wine Science Center Development Authority |
| | | | | | Wollochet Harbor Sewer District |
| | | | | | Woodinville Water District |
| | | | | | Yakima County Fire District No. 1 |
| | | | | | Yakima County Fire District No. 3 |
| | | | | | Yakima County Fire District No. 4 |
| | | | | | Yakima County Fire District No. 5 |
| | | | | | Yakima County Fire District No. 6 |
| | | | | | Yakima County Fire Protection District No. 12 |
| | | | | | Yakima County Fire Protection District No. 14 |
| | | | | | Yakima County Mosquito Control District |
| | | | | | Yakima Housing Authority |
| | | | | | Yakima Regional Clean Air Authority |
| | | | | | Yakima Rural County Library District |
| | | | | | Yakima-Tieton Irrigation District |
| | | | | | **State** |
| | | | | | North Seattle Community College |
| | | | | | Seattle Colleges |
| | | | | | State Of Washington |
| | | | | | Washington State Department of Enterprise Services |
| | | | | | Washington State Department of Health |
| | | | | | Washington State Department of Social and Health Services |
| | | | | | Washington State Health Care Authority |
| | | | | | **Tribal** |
| | | | | | Columbia River Inter-Tribal Fish Commission |
| | | | | | Confederated Tribes of the Chehalis Reservation |
| | | | | | Confederated Tribes of the Colville Reservation |
| | | | | | Confederated Tribes of the Yakama Nation |
| | | | | | Cowlitz Indian Tribe |
| | | | | | Hoh Indian Tribe |
| | | | | | Jamestown S'Klallam Tribe |
| | | | | | Kalispel Tribe of Indians |
| | | | | | Lower Elwha Klallam Tribe |
| | | | | | Lummi Indian Nation |
| | | | | | Makah Tribe |
| | | | | | Muckleshoot Indian Tribe |
| | | | | | Nisqually Indian Tribe |
| | | | | | Nooksack Indian Tribe |
| | | | | | Port Gamble S'Klallam Tribe |
| | | | | | Puyallup Tribe of Indians |
| | | | | | Quileute Indian Tribe |
| | | | | | Quinault 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 Distrricts | Public K-12 | County | Public Higher Education | State | Townships |
|---|---|---|---|---|---|---|
| City of Alexandria | Accomack-Northampton 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 | Amelia County | College of William and Mary | Virginia Department of Health | |
| City of Chesapeake | Appomattox River Water Authority | Amelia County Public Schools | Amherst County | Dabney S. Lancaster Community College | Virginia Department of Health Professions | |
| City of Colonial Heights | Bath County Airport Authority | Amherst County Public Schools | Appomattox County | Danville Community College | Virginia Department of Public Works | |
| City of Covington | Bedford County Economic Development Authority | Appomattox County Public Schools | Arlington County | Eastern Shore Community College | | |
| City of Danville | Bedford Regional Water Authority | Arlington Public Schools | Augusta 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 | Buchanan County Schools | Buckingham County | Mountain Empire Community College | | |
| 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 | Campbell County Public Schools | Caroline County | Norfolk State University | | |
| City of Manassas Park | Campbell County Utilities and Service Authority | Caroline County Public Schools | Carroll County | Northern Virginia Community College | | |
| City of Martinsville | Carroll County Industrial Development Authority | Carroll County Public Schools | Carroll County Public Service Authority | Old Dominion University | | |
| City of Newport News | Carroll-Grayson-Galax Solid Waste Authority | Charles City County School District | Charles City County | Patrick Henry Community College | | |
| City of Norfolk | Castlewood Water and Sewage Authority | Charlotte County Public Schools | Charlotte County | Paul D. Camp Community College | | |
| City of Norton | Central Shenandoah Planning District Commission | Charlottesville City Schools | Chesterfield County | Piedmont Virginia Community College | | |
| City of Petersburg | Central Virginia Regional Jail Authority | Chesapeake Public Schools | Clarke County | Radford University | | |
| City of Poquoson | Central Virginia Waste Management Authority | Chesterfield County Public Schools | Craig County | Rappahannock Community College | | |
| City of Portsmouth | Charlottesville Redevelopment and Housing Authority | Clarke County School District | Culpeper County | Richard Bland College | | |
| City of Radford | Charlottesville-Albemarle Airport Authority | Colonial Beach Schools | Cumberland County | Rowanty Technical Center | | |
| City of Richmond | Chesapeake Airport Authority | Colonial Heights Public Schools | Dickenson County | Southern Virginia Higher Education Center | | |
| City of Roanoke | Chesapeake Bay Bridge and Tunnel District | Copper River School District | Dinwiddie County | Southside Virginia Community College | | |
| City of Salem | Chesapeake Hospital Authority | Covington City Public Schools | Essex County | Southwest Virginia Community College | | |
| City of Staunton | Chesapeake Redevelopment and Housing Authority | Craig County Public Schools | Fairfax County | State Council of Higher Education for Virginia | | |
| City of Suffolk | Coeburn-Norton-Wise Regional Wastewater Authority | Culpeper County Public Schools | Fauquier County | Thomas Nelson Community College | | |
| City of Virginia Beach | Craig-New Castle Solid Waste Authority | Cumberland County Public Schools | Floyd County | Tidewater Community College | | |
| City of Waynesboro | Crater District Area Agency on Aging/Foster Grandparent Program, Inc. | Danville Public Schools | Fluvanna County | University of Mary Washington | | |
| City of Williamsburg | Culpeper Soil and Water Conservation District | Dickenson County Public Schools | Franklin County | University of Virginia | | |
| City of Winchester | Cumberland Plateau Planning District Commission | Dinwiddie County Public Schools | Frederick County | University of Virginia Foundation | | |
| Town of Abingdon | Cumberland Plateau Regional Housing Authority | Fairfax County Public Schools | Giles County | University of Virginia Health System | | |
| Town of Alberta | Cumberland Plateau Regional Waste Management Authority | Falls Church City Public Schools | Gloucester County | University of Virginia, Wise | | |
| Town of Altavista | Danville Redevelopment and Housing Authority | Fauquier County Public Schools | Goochland County | Virginia College Savings Plan | | |
| Town of Amherst | Danville-Pittsylvania County Regional Industrial Facilities Authority | Floyd County Public Schools | Grayson County | Virginia Commonwealth University | | |
| Town of Appalachia | Dickenson County Industrial Development Authority | Fluvanna County Public Schools | Greene County | Virginia Community College System | | |
| Town of Appomattox | Dickenson County Public Service Authority | Franklin City Schools | Greensville County | Virginia Highlands Community College | | |
| Town of Ashland | Dinwiddie Airport and Industrial Authority | Franklin County Public Schools | Halifax County | Virginia Military Institute | | |
| Town of Bedford | Dinwiddie County Water Authority | Frederick County Public Schools | Hanover County | Virginia Polytechnic Institute and State University | | |
| Town of Berryville | District Three Governmental Cooperative | Fredericksburg City Public Schools | Henrico County | Virginia State University | | |
| Town of Big Stone Gap | Dryden Water Authority | Galax City Public Schools | Henry County | Virginia Western Community College | | |
| Town of Blacksburg | Eastern Shore of Virginia Broadband Authority | Giles County Public Schools | Henry County Public Service Authority | Wytheville Community College | | |
| Town of Bluefield | Essex County Industrial Development Authority | Gloucester County Public Schools | Highland County | | | |
| Town of Boones Mill | Fairfax County Economic Development Authority | Goochland County Public Schools | Isle of Wight County | | | |
| Town of Bowling Green | Fairfax County Park Authority | Grayson County Public Schools | James City County | | | |
| Town of Boyce | Fairfax County Redevelopment and Housing Authority | Greene County Schools | King and Queen County | | | |
| Town of Boydton | Fairfax County Water Authority | Greensville County Public Schools | King George County | | | |
| Town of Bridgewater | Fauquier County Water and Sanitation Authority | Halifax County Public Schools | King George County Service Authority | | | |
| Town of Broadway | Floyd County Economic Development Authority | Hampton City Schools | King William County | | | |
| Town of Brodnax | Floyd-Floyd County Public Service Authority | Hanover County Public Schools | Lancaster County | | | |
| Town of Brookneal | Franklin Redevelopment and Housing Authority | Harrisonburg City Public Schools | Lee County | | | |
| Town of Buchanan | Frederick County Sanitation Authority | Henrico County Public Schools | Loudoun County | | | |
| Town of Burkeville | Fredericksburg Stafford Park Authority | Henry County Public Schools | Louisa County | | | |
| Town of Cape Charles | Frederick-Winchester Service Authority | Highland County Public Schools | Lunenburg County | | | |
| Town of Cedar Bluff | Front Royal-Warren County Economic Development Authority | Hopewell Public Schools | Madison County | | | |
| Town of Charlotte Court House | Ft. Monroe Authority | Imagine Schools | Mathews County | | | |
| Town of Chase City | Giles County Public Service Authority | Isle of Wight County Schools | Mecklenburg County | | | |
| Town of Chatham | Greensville County Water and Sewer Authority | King and Queen County Public Schools | Middlesex County | | | |
| Town of Cheriton | Halifax County Industrial Development Authority | King George County Public Schools | Montgomery County | | | |
| Town of Chilhowie | Halifax County Service Authority | King William County Public Schools | Nelson County | | | |
| Town of Chincoteague | Hampton Redevelopment and Housing Authority | Lancaster County Public School System | New Kent County | | | |
| Town of Christiansburg | Hampton Roads Planning District Commission | Lee County Public Schools | Northampton County | | | |
| Town of Claremont | Hampton Roads Regional Jail Authority | Lexington City Schools | Northumberland County | | | |
| Town of Clarksville | Hampton Roads Sanitation District | Loudoun County Public Schools | Nottoway County | | | |
| Town of Clifton | Harrisonburg Redevelopment and Housing Authority | Louisa County Public Schools | Orange County | | | |
| Town of Clifton Forge | Harrisonburg-Rockingham Regional Sewer Authority | Lynchburg City Schools | Page County | | | |
| Town of Clinchco | Headwaters Soil and Water Conservation District | Madison County Public Schools | Patrick County | | | |
| Town of Clintwood | Hopewell Redevelopment and Housing Authority | Manassas City Public Schools | Pittsylvania County | | | |
| Town of Coeburn | James River Water Authority | Manassas Park City Schools | Pittsylvania County Service Authority | | | |
| Town of Colonial Beach | John Flannagan Water Authority | Martinsville Public Schools | Powhatan County | | | |
| Town of Columbia | Joint Public Service Authority | Mathews County School District | Prince Edward County | | | |
| Town of Courtland | Lee County Industrial Development Authority | Mecklenburg County Public Schools | Prince George County | | | |
| Town of Craigsville | Lee County Public Service Authority | Middlesex County Public Schools | Prince William County | | | |
| Town of Crewe | LENOWISCO Planning District Commission | Montgomery County Public Schools | Prince William County Service Authority | | | |
| Town of Culpeper | Lord Fairfax Soil and Water Conservation District | Nelson County Public Schools | Pulaski County | | | |
| Town of Damascus | Loudoun County Sanitation Authority | New Kent County Schools | Rappahannock County | | | |
| Town of Dayton | Louisa County Water Authority | Newport News Public Schools | Richmond County | | | |
| Town of Dendron | Lynchburg Redevelopment and Housing Authority | Norfolk Public Schools | Roanoke County | | | |
| Town of Dillwyn | Marion Redevelopment and Housing Authority | Northampton County School District | Rockbridge County | | | |
| Town of Drakes Branch | Maury Service Authority | Northumberland County Public Schools | Rockbridge County Public Service Authority | | | |
| Town of Dublin | Mecklenburg-Brunswick Regional Airport Authority | Norton City Public Schools | Rockingham County | | | |
| Town of Dumfries | Meherrin River Regional Jail Authority | Nottoway County Public Schools | Russell County | | | |
| Town of Dungannon | Middle Peninsula Regional Airport Authority | Orange County Public Schools | Scott County | | | |

| City/Town | Special Distrricts | Public K-12 | County | Public Higher Education | State | Townships |
|---|---|---|---|---|---|---|
| Town of Elkton | Montgomery County Public Service Authority | Page County Public Schools | Scott County Public Service Authority | | | |
| Town of Exmore | Montgomery Regional Solid Waste Authority | Patrick County Public Schools | Shenandoah County | | | |
| Town of Farmville | Mt. Rogers Planning District Commission | Petersburg City Public Schools | Smyth County | | | |
| Town of Fincastle | New River Regional Water Authority | Pittsylvania County School District | Southampton County | | | |
| Town of Floyd | New River Resource Authority | Poquoson City Public Schools | Spotsylvania County | | | |
| Town of Fries | New River Valley Planning District Commission | Portsmouth Public Schools | Stafford County | | | |
| Town of Front Royal | New River Valley Regional Jail Authority | Powhatan County Public Schools | Surry County | | | |
| Town of Gate City | Newport News Redevelopment and Housing Authority | Prince Edward County Schools | Sussex County | | | |
| Town of Glade Spring | Nicholas County Solid Waste Authority | Prince George County Public Schools | Tazewell County | | | |
| Town of Glasgow | Norfolk Airport Authority | Prince William County Schools | Tri-County Lake Administrative Commission | | | |
| Town of Glen Lyn | Norfolk Economic Development Authority | Pulaski County Public Schools | Warren County | | | |
| Town of Gordonsville | Norfolk Redevelopment and Housing Authority | Radford City Schools | Washington County | | | |
| Town of Goshen | Northern Neck Planning District Commission | Rappahannock County Public Schools | Westmoreland County | | | |
| Town of Gretna | Northern Virginia Regional Park Authority | Richmond City Public Schools | Wise County | | | |
| Town of Grottoes | Northern Virginia Transportation Authority | Richmond County Public Schools | Wythe County | | | |
| Town of Halifax | Northwestern Regional Jail Authority | Roanoke City Public Schools | York County | | | |
| Town of Hamilton | NRV Regional Water Authority | Roanoke County Public Schools | | | | |
| Town of Haymarket | Pamunkey Regional Jail Authority | Rockbridge County Schools | | | | |
| Town of Haysi | Patrick County Economic Development Authority | Rockingham County Public Schools | | | | |
| Town of Herndon | Pepper's Ferry Regional Wastewater Treatment Authority | Russell County Public Schools | | | | |
| Town of Hillsville | Petersburg Redevelopment and Housing Authority | Salem City Schools | | | | |
| Town of Honaker | Peumansend Creek Regional Jail Authority | Scott County Public Schools | | | | |
| Town of Hurt | Piedmont Soil and Water Conservation District | Shenandoah County Public Schools | | | | |
| Town of Independence | Planning District One Behavioral Health Services | Smyth County Public Schools | | | | |
| Town of Iron Gate | Portsmouth Redevelopment and Housing Authority | Southampton County Public Schools | | | | |
| Town of Irvington | Prince William County Park Authority | Spotsylvania County Public Schools | | | | |
| Town of Jonesville | Pulaski County Public Service Authority | Stafford County Public Schools | | | | |
| Town of Kenbridge | Pulaski County Sewerage Authority | Staunton City Schools | | | | |
| Town of Keysville | Radford Industrial Development Authority | Suffolk Public Schools | | | | |
| Town of Kilmarnock | Randolph County Water, Sewer and Fire Protection Authority | Surry County Public Schools | | | | |
| Town of La Crosse | Rapidan Service Authority | Sussex County Public Schools | | | | |
| Town of Lawrenceville | Rappahannock Regional Jail Authority | Tazewell County Public Schools | | | | |
| Town of Leesburg | Rappahannock-Shenandoah-Warren Regional Jail Authority | Virginia Beach City Public Schools | | | | |
| Town of Louisa | Region 2000 Services Authority | Warren County Public Schools | | | | |
| Town of Lovettsville | Richmond Behavioral Health Authority | Washington County School District | | | | |
| Town of Luray | Richmond Hospital Authority | Waynesboro Public Schools | | | | |
| Town of Marion | Richmond Metropolitan Authority | West Point Public Schools | | | | |
| Town of Middleburg | Richmond Redevelopment and Housing Authority | Westmoreland County Public Schools | | | | |
| Town of Middletown | Richmond Regional Planning District Commission | Williamsburg-James City County Public Schools | | | | |
| Town of Mineral | Rivanna Solid Waste Authority | Winchester Public Schools | | | | |
| Town of Monterey | Rivanna Water and Sewer Authority | Wise County Public Schools | | | | |
| Town of Montross | Riverside Regional Jail Authority | Wythe County Public Schools | | | | |
| Town of Mt. Jackson | Roanoke Redevelopment and Housing Authority | York County Public Schools | | | | |
| Town of Narrows | Roanoke River Service Authority | | | | | |
| Town of New Castle | Roanoke Valley Broadband Authority | | | | | |
| Town of New Market | Roanoke Valley Resource Authority | | | | | |
| Town of Nickelsville | Robert E. Lee Soil and Water Conservation District | | | | | |
| Town of Occoquan | Rockbridge Area Network Authority | | | | | |
| Town of Onancock | Rockbridge County Solid Waste Authority | | | | | |
| Town of Orange | Russell County Industrial Development Authority | | | | | |
| Town of Pamplin City | Russell County Public Service Authority | | | | | |
| Town of Parksley | Scott County Economic Development Authority | | | | | |
| Town of Pearisburg | Scott County Redevelopment and Housing Authority | | | | | |
| Town of Pembroke | Shenandoah Valley Soil and Water Conservation District | | | | | |
| Town of Pennington Gap | Smyth County Industrial Development Authority | | | | | |
| Town of Phenix | Smyth Washington Regional Industrial Facilities Authority | | | | | |
| Town of Pocahontas | South Central Wastewater Authority | | | | | |
| Town of Pound | Southeastern Public Service Authority | | | | | |
| Town of Pulaski | Southside Planning District | | | | | |
| Town of Purcellville | Southside Regional Jail Authority | | | | | |
| Town of Quantico | Southwest Regional Recreation Authority | | | | | |
| Town of Remington | Southwest Virginia Regional Jail Authority | | | | | |
| Town of Rich Creek | Suffolk Redevelopment and Housing Authority | | | | | |
| Town of Richlands | Tappahannock-Essex County Airport Authority | | | | | |
| Town of Ridgeway | Tazewell County Airport Authority | | | | | |
| Town of Rocky Mount | Tazewell County Industrial Development Authority | | | | | |
| Town of Round Hill | Tazewell County Public Service Authority | | | | | |
| Town of Rural Retreat | Tazwell County Public Service Authority | | | | | |
| Town of Saltville | Thomas Jefferson Planning District Commission | | | | | |
| Town of Scottsville | Thomas Jefferson Soil and Water Conservation District | | | | | |
| Town of Shenandoah | Toms Brook-Maurertown Sanitary District | | | | | |
| Town of Smithfield | Upper Occoquan Service Authority | | | | | |
| Town of South Boston | Valley Municipal Utility District No. 2 | | | | | |
| Town of South Hill | Vint Hill Economic Development Authority | | | | | |
| Town of St. Paul | Virginia Beach Development Authority | | | | | |
| Town of Stanley | Virginia Commercial Space Flight Authority | | | | | |
| Town of Stephens City | Virginia Highlands Airport Authority | | | | | |
| Town of Strasburg | Virginia Housing Development Authority | | | | | |
| Town of Stuart | Virginia Peninsulas Public Service Authority | | | | | |
| Town of Tangier | Virginia Port Authority | | | | | |
| Town of Tappahannock | Virginia Resources Authority | | | | | |
| Town of Tazewell | Virginia Tech/Montgomery Regional Airport Authority | | | | | |
| Town of Timberville | Virginia/Carolina Water Authority | | | | | |
| Town of Troutville | Virginia's First Regional Industrial Facility Authority | | | | | |
| Town of Urbanna | Washington County Industrial Development Authority | | | | | |
| Town of Victoria | Washington County Service Authority | | | | | |
| Town of Vienna | Waynesboro Economic Development Authority | | | | | |
| Town of Vinton | Waynesboro Redevelopment and Housing Authority | | | | | |
| Town of Wakefield | West Piedmont Planning District | | | | | |
| Town of Warrenton | Western Virginia Water Authority | | | | | |
| Town of Warsaw | Williamsburg Area Transit Authority | | | | | |
| Town of Washington | Winchester Regional Airport Authority | | | | | |
| Town of Waverly | Wired Road Authority | | | | | |
| Town of West Point | Wise County Public Service Authority | | | | | |
| Town of White Stone | Wise County Redevelopment and Housing Authority | | | | | |
| Town of Windsor | Woodway Water and Sewer Authority | | | | | |
| Town of Wise | Wytheville Redevelopment and Housing Authority | | | | | |
| Town of Woodstock | | | | | | |
| Town of Wytheville | | | | | | |

**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.

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(A) Pursuant to 44 CFR 13.36(i)(1), NJPA is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Vendor's compliance with the terms of the request for proposal and contract award, including but not limited to those remedies set forth at 44 CFR 13.43.

_____

Vendor Agrees (YES or NO) Initials of Authorized Representative

(B) Pursuant to 44 CFR 13.36(i)(2), NJPA may terminate the contract award for cause or convenience in accordance with the procedures set forth in the request for proposal and contract award and those provided by 44 CFR 13.44.

_____

Vendor Agrees (YES or NO) Initials of Authorized Representative

(C) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Vendor shall comply with the following federal laws during the term of an award for this contract by NJPA:

a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);

b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);

c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);

d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);

e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

_____

Vendor Agrees (YES or NO) Initials of Authorized Representative

(D) Pursuant to 44 CFR 13.36(i)(7), Vendor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

_____

Vendor Agrees (YES or NO) Initials of Authorized Representative

(E) Pursuant to 44 CFR 13.36(i)(8), Vendor agrees to the following provisions regarding patents:

a. During the term of an award for this contract by NJPA, all rights to inventions and/or discoveries that arise or are developed, in the course of or under this request for proposal and contract award, shall belong to the NJPA Member and be disposed of in accordance with their policy. NJPA and NJPA members, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

_____

Vendor Agrees (YES or NO) Initials of Authorized Representative

(F) Pursuant to 44 CFR 13.36(i)(9), Vendor agrees to the following provisions, regarding copyrights:

a. During the term of an award for this contract by NJPA, any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

(1) The copyright in any work developed under a grant or contract; and
(2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.

_____

Vendor Agrees (YES or NO) Initials of Authorized Representative

(G) Pursuant to 44 CFR 13.36(i)(10), Vendor shall maintain any books, documents, papers, and records of the Vendor which are directly pertinent to this request for proposal and contract award. At any time during normal business hours and as often as NJPA or NJPA Members deems necessary, Vendor shall permit NJPA or NJPA Member, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions

_____

Vendor Agrees (YES or NO) Initials of Authorized Representative

(H) Pursuant to 44 CFR 13.36(i)(11), Vendor shall retain all required records for three years after FEMA or NJPA or NJPA Members makes final payments and all other pending matters are closed. In addition, Vendor shall comply with record retention requirements set forth in 44 CFR 13.42

Vendor Agrees (YES or NO) Initials of Authorized Representative

*Vendor agrees to comply with federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Vendor certifies compliance with provisions, laws, acts, regulations, etc. as noted above.*

*This certification shall be effective through the term of the Vendor's NJPA awarded contract.*

Vendor: _____

Contract number: _____

Category: _____

Maturity date: _____

Address: _____

City, state, zip code: _____

Phone number: _____

Printed name and title of authorized representative: _____

Signature of authorized representative: _____

Date: _____

**Form C**

## EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: PIERCE MANUFACTURING INC.

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 |
|---|---|---|---|
| P.26 / 7.12 | Trade In value negotiated with Vendor | Trade In would be negotiated with the Pierce Dealer. | Accept. |
| P.17 / 5.45 | Shipping Charges | Shipping Charges not included in the base specification pricing | Accept as clarification. |
| p.22 / 6.23.1 | Commercial General Liability | Each authorized Pierce Dealer is responsible for General Liability and Pierce Manufacturing Inc. will provide Product Liability and Umbrella/Excess Liability Insurance.<br><br>PRODUCT LIABILITY INSURANCE<br>The manufacturer shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of Product Liability insurance:<br>Each Occurrence $1,000,000<br>Products/Completed Operations Aggregate $1,000,000<br><br>UMBRELLA/EXCESS LIABILITY INSURANCE<br>The manufacturer shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:<br>Each Occurrence: $25,000,000<br>Aggregate: $25,000,000 | Accept. |
| p.23 / 6.26 | Subcontractors | | Reject. |
| | | | |

**Proposer's Signature:** _____ **Date:** 2/26/18

**NJPA's clarification on exceptions listed above:**

LEGAL
MMM
Initials
9 APRIL 18
Date

**Contract Award**
**RFP #022818**

**FORM D**

**Formal Offering of Proposal**
(To be completed only by the Proposer)

FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES, 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: PIERCE MANUFACTURING INC. Date: FEBRUARY 19, 2018

Company Address: 2600 AMERICAN DRIVE

City: APPLETON State: WI Zip: 54914

GE Code/Duns & Bradstreet Number: 00-607-0445

Contact Person: MICHAEL E. PACK Title: VICE PRESIDENT, FINANCE, FIRE & EMERGENCY

Authorized Signature: _____ MICHAEL E. PACK
(Name printed or typed)

**FORM E**
CONTRACT ACCEPTANCE AND AWARD

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

NJPA Contract #: 022818-PMI

Proposer's full legal name: Pierce Manufacturing Inc.

**Based on NJPA'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 NJPA.**

The effective date of the Contract will be April 16, 2018 and will expire on April 16, 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 NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on April 16, 2018

NJPA Contract # 022818-PMI

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**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

**Vendor Name** Pierce Manufacturing Inc.

**Authorized Signatory's Title** VP Finance

VENDOR AUTHORIZED SIGNATURE

Michael E Pack
(NAME PRINTED OR TYPED)

Executed on April 20, 2018

NJPA Contract # 022818-PMI

**Form F**

## PROPOSER ASSURANCE OF COMPLIANCE

**Proposal Affidavit Signature Page**

### PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: PIERCE MANUFACTURING INC.

Address: 2600 AMERICAN DRIVE

City/State/Zip: APPLETON, WI 54914

Telephone Number: 920-832-3000

E-mail Address: SALESSUPPORT@PIERCEMFG.COM

Authorized Signature: _____

Authorized Name (printed): MICHAEL E. PACK

Title: VICE PRESIDENT, FINANCE, FIRE & EMERGENCY

Date: FEBRUARY 19, 2018

**Notarized**

KERRY A. DERESZYNSKI NOTARY PUBLIC STATE OF WISCONSIN

Subscribed and sworn to before me this 26th day of February, 2018

Notary Public in and for the County of Winnebago State of Wisconsin

My commission expires: 9/15/21

Signature: Kerry A. Dereszynski

**Form P**

# PROPOSER QUESTIONNAIRE

## Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

*Proposer* Name: PIERCEMANUFACTURING INC.

Questionnaire completed by: KRISTINA SPANG

## PAYMENT TERMS & FINANCING OPTIONS

1) What are your payment terms (e.g., net 10, net 30)?

All sales of Pierce apparatus are sold through the authorized Pierce dealers.

Payment terms are Cash on Delivery (COD) or prepayment unless otherwise agreed upon by the Pierce dealer.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use to make certain acquisitions?

The same logic behind our custom chassis applies to our financial services: Tailor the product to the department, not the other way around. Through the Pierce Financial Solutions program, PNC Equipment Finance provides the industry's most extensive line of lease plans for fleet replacement. With industry-leading tax-exempt rates, zero documentation fees, flexible payment plans and quick approvals that can bypass voter referendums, we make it easy to get behind the wheel of your new Pierce.

**Lease Purchase Plan**

With a lease purchase plan, you can purchase the apparatus gradually over time. This allows you to use available capital for operations or other needs. At the end of the lease, you can purchase the apparatus for just $1. Terms for this plan range from 2 to 15 years (10 years for apparatus with commercial chassis).

**Choose a lease purchase if:**
You prefer ownership of the apparatus and need to spread capital costs over time.

**Turn-In Lease Plan**

The turn-in lease plan contains a "balloon payment" for the estimated resale value of the apparatus at the end of the lease. A department has two options at lease term:

1. Purchase the apparatus by paying off or refinancing the "balloon payment."
2. Return the apparatus to Pierce and lease a new Pierce apparatus (Pierce pays off the "balloon payment").

Terms for this plan range from 2 to 10 years. This lease contains mileage and apparatus condition provisions, with 10,000 and 15,000 annual mileage options available.

**Choose a turn-in lease if:**
You want to pay for the use of the apparatus over the lease term and need a flexible, cost-effective fleet management program.

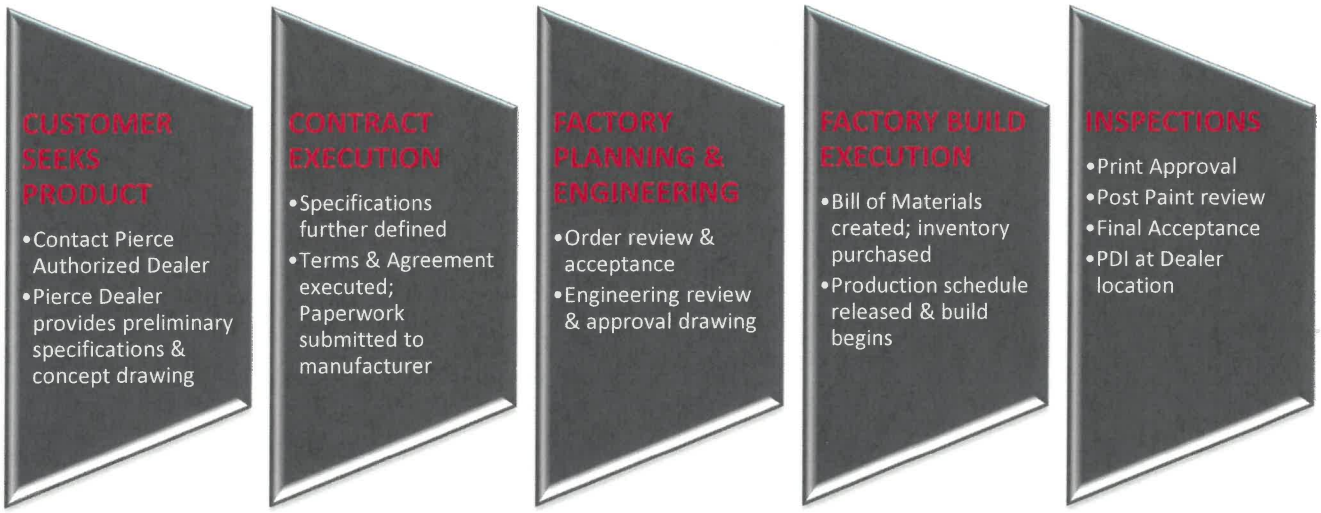
**Program Benefits**

- All departments qualify
- Highly competitive tax-exempt interest rates
- 100% financing with no documentation fees
- Flexible payment plans
- One year deferred payment plans
- Prepay program that lowers payments while eliminating interest rate risk
- Dedicated Account Executive to assist you through the entire financing process

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.

The Pierce authorized dealer will accept all purchase orders; however, every sale is configured in the Pierce customized truck configurator, Pulse. This sales tool includes the corresponding cooperative procurement option applicable to the sale. This option is used to generate monthly audits that Pierce performs with their dealer network as well as generate the quarterly required reports sent direct to the contracting agency.

Pierce requests to provide all reports to NJPA for a sole source contact along with all payments on behalf of our Pierce dealers to NJPA. This provides ease for all parties involved.




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?

NO

## 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.

Pierce, the "manufacturer", warrants each newly manufactured fire apparatus to the original end user/purchaser of specified periods stated below from the date of delivery.

The standard Cab & chassis warranty provides a one-year warranty that warrants against defects in product, workmanship, and/or design. This warranty shall apply provided the vehicle is properly maintained.

Nothing contained in this warranty shall make the Manufacturer liable beyond the express limitations hereof, for loss, injury, or damage of any kind to any person or entity resulting defect or failure of the product (except as covered by Product liability insurance).

| *COMPONENT* | *WARRANTY* | *COMPONENT* | *WARRANTY* |
|---|---|---|---|
| Cab & Chassis | 1 YEAR | Apparatus Body – parts and labor | 1 YEAR |
| Chassis frame rails | LIFETIME | Apparatus Body - paint | 10 YEARS PRORATED |
| Engine | MANUFACTURER'S | Apparatus Body - structural | 10 YEARS |
| Transmission | MANUFACTURER'S | Aerial Device - structural | 10 YEARS |
| Fire Pump | MANUFACTURER'S | Aerial Device – hydraulic components | 3 – 5 YEARS |
| Fire Pump Panel Gauge | 1 YEAR | Aerial Device – parts and labor | 1 YEAR |
| Water Tank | LIFETIME | Aerial Device - waterway | 1 YEAR |

The Manufacturer's warranty shall not apply to the following:

- Wear items
- Normal adjustments and maintenance services.
- Failures resulting from the product being operated in a manner not in accordance with the operation manual or for a purpose not recommended by the Manufacturer.
- Any product which shall have been repaired, modified, or altered in any way to have been adversely affected the unit's stability or reliability.
- Items subjected to misuse, negligence, accident, or improper maintenance.
- Loss of time or use of the product, inconvenience or other incidental expenses.

The authorized Pierce dealer manages all warranty issues on behalf of the end customer. The Pierce dealer utilizes an online claim filing system known as One Warranty for claim processing. Pre-approval for a claim or request for credit (post- correction claim) can be filed via the One Warranty system in the event a warrantable failure is found.

All Standard and Extended Warranty claims are subject to specific Standard and Extended Warranty guidelines. Specific warranties exist for particular makes, models, chassis, options, etc. for Pierce products. Specific warranty bulletins are provided at time of sale to the end customer.

<< WARRANTY SAMPLE LISTING ENCLOSED >>

- Do your warranties cover all products, parts, and labor?

  Our one-year bumper to bumper warranty cover all product, parts and labor.

  Select basic warranty certificates attached for review.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

  We do have some base and extended warranties that have mileage limitations set to them.

  Examples of base warranties are our structural warranties which carry a 100,000-mile limit.

  Extended warranties carry various mileage limits based on the specific coverage.

  Paint warranties are prorated based on age of the unit.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

  Warranty is managed through our Pierce authorized dealers and dealer travel expenses are covered per our established internal One Warranty guidelines.

- 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?

  Pierce Manufacturing Inc and our authorized Dealers pride ourselves on our ability to service and support our product wherever it may be located.

- 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?

  Major components installed but not manufactured by Pierce are covered under original equipment manufacturer's warranties passed through to end user/customer. These include, but are not limited to, engine, transmission, water pump, ABS, and axles.

  Component Warranties

  In some cases, suppliers will offer warranties beyond the Pierce one-year Warranty. Warranties provided by individual suppliers other than Pierce apply after the one-year vehicle warranty. Pierce does not administer all individual supplier warranties and per the supplier are to be addressed directly with the supplier themselves.

- What are your proposed exchange and return programs and policies?

  Pierce offers a return/exchange program for aftermarket parts only to the purchaser (Pierce dealer) and the dealer may extend this and other terms and conditions to the end customer.

  Aftermarket Parts Warranty

  Pierce warrants the purchaser that the parts sold by aftermarket be free from defects in product and workmanship for the period of six months from the delivery of the product. This Parts Warranty does not include freight, labor, travel, or markup. It is a part warranty only.

  Return of Defective Parts

  If parts used in the repair of an apparatus are required to be returned to Pierce, Dealers will receive notification. Dealers have up to 30 days to return the defective component or the warranty claim will be rejected.

6) Describe any service contract options for the items included in your proposal.

Authorized Pierce dealers may offer service contracts for preventative maintenance purposes.

No service contracts are included in this proposal.

## PRICING, DELIVERY, AUDITS, & ADMINISTRATIVE FEE

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Pierce is offering an array of fire apparatus to meet the customer's needs across the US and Canada, including Hawaii and Alaska.

Our product portfolio includes the industry standard categories: Custom and Commercial Pumper products Aerial products, Rescue products, Tanker products, and Specialty vehicles.

### CUSTOM AND COMMERCIAL PUMPER PRODUCTS

Pumper products include commercial and custom chassis with varying body sizes, pump rates, water tank capacity, and pump module style.

### AERIAL PRODUCTS

Aerial products include ladders, platforms, and tillers. These provide ladder lengths ranging from 61' – 110'. Selections will include various axle configurations, pumping rates, ladder styles, and material.

### RESCUE PRODUCTS

Rescue products will include commercial and custom chassis offerings along with a walk-in or non-walk-in style.

The configuration capabilities vary but includes: capacity to integrate complex A /V, network and radio systems, air tool systems, breathing air systems with compressors, hydraulic rescue tool systems and winching capabilities, crew seating with storage, and custom fabricated shelves and trays.

### TANKER PRODUCT

Tanker products offer a dual role of water transport and on-the-spot firefighting. Pierce offers Elliptical tankers, Tanker/Pumper models, Dry side and Wet side styles to choose from. Each tanker is custom designed to accommodate the fire department's water, foam and equipment storage needs. Pierce Tankers feature solid, lightweight, corrosion-free polypropylene tanks. The tanks are form-fitted specifically for Pierce vehicles and come with a lifetime warranty.

### SPECIALTY VEHICLES

Specialty vehicles are those unique vehicles that have a purpose in which just one may be needed. Specialty vehicles may range from a mini-pumper to a Wildland Type III vehicle.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts).

The pricing model that Pierce is applying to this RFP will be the combination of line item pricing for the base specifications outlined in detail following and a percentage discount for catalog options.

The combination approach best suits the end user/NJPA member as it provides an easy to understand price for the base model product that they are seeking while providing them the extensive array of options to add to customize the apparatus to their specific needs, regional requirements, and technology needs.

The volume of options Pierce offers (over 140,000 and growing) does not make it user friendly or in the best interest of Pierce to publish. Pierce has manufactured over 62,000 fire apparatus and the majority are unique compared to the next.

The combination approach provides a basis to start with a published contract price with the flexibility to customize options with an established discount.

Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all 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.)

The Line Item Pricing items are provided in an attached Excel document identified as follows:

- Product Category
- Identification ID#
- Product Description
- Product Attributes
- List Price
- Line Item (Contract) Price

The Percentage Discount items are applicable to the unpublished options added to the published base specification with a discount of 5.5% off List

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.

The pricing presented in this proposal represents a 5.5% discount from Pierce's List price for unpublished options.

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.

**Multi-Unit Purchase Discount:**

Additional discounts may be available for identical multi-unit purchases. Discount varies dependent upon the number of identical units, the configuration of the units, and will be handled on a case by case basis.

**Pre-Payment Discount**

Discount amount varies dependent upon apparatus price, delivery schedule, extent of pre-payment, and applicable rate. If elected, payment for the entire contract amount is due within thirty (30) days of contract execution. This deduction is in addition to all other discounts listed above. If this option is elected, final payment for any changes processed during manufacturing is due prior to the unit leaving the factory for delivery.

**Payment & pricing options:**

Chassis Progress Payment Discount: Discount of approximately 2.5% to 3% of the custom chassis price is offered if a chassis progress payment is made three (3) months prior to the RFP (ready for pick up from the factory) date. Example: Chassis progress payment in the amount of $220,714.00 could earn a discount of ($6,621.00). This discount is not available for Commercial chassis products.

Aerial Device Progress Payment Discount: Discount of approximately 1.5% to 2% of the aerial device price is offered if an aerial device progress payment is made two (2) months prior to the RFP (ready for pick up from the factory) date. Example: Aerial device progress payment in the amount of $310,385.00 could earn a discount of ($6,207.00).

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.

Sourced or open market items may be provided by the Pierce authorized dealer and would be quoted at time of 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.

**Pre-Delivery Expenses**

Dealer provided options can be added to the apparatus contract upon request and will be handled by the Pierce authorized dealer. Dealer provided options can vary depending upon the customer's request and can include but are not limited to the items listed below. Pricing will be provided to each customer upon request and varies by dealership and customer location.

- Factory inspection trips
- Weekly construction photo progress reports
- Orientation DVD specific to your apparatus
- Loose Equipment
- Engine and or transmission diagnostic software
- Loose equipment (open market items) such as but not limited to: monitors, hose, intercom system, radio equipment, and rescue tools and equipment
- Pre-delivery service consisting of basic fluids and filters
- Custom fabrication for tool mounting and communication equipment
- Other items as requested by customer and deemed sourced or open market

Sales and other taxes are not included as is any license or title fees are also not included.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

**Transportation Expenses**

Prices quoted in RFP #022818 are FOB Manufacturer's facility. Transportation of the apparatus from the factory to the customer's facility can be added to the contract. In most cases the apparatus is delivered to the Pierce authorized dealer facility in your area for a Pre-Delivery inspection and the installation of any dealer provided options, if applicable. If there is not a Pierce authorized dealer facility near your location, the apparatus may be delivered directly to your facility. The cost for this transportation varies dependent upon the type of apparatus and the proximity of your facility to the location of the manufacturer's facility. Delivery is conducted in accordance with DOT regulations. Delivery charges can vary from as low as $1,000.00 to as high as $15,000.00 or more if flatbed, barge or container ship transport is required.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipping and Delivery programs for areas such as Alaska, Hawaii, or any offshore delivery requires coordination of different transit methods. Most often the apparatus is flatbed to the first destination and then wrapped for cargo boat transit to final destination. This unique shipping and delivery requirements are priced on a case by case basis as required.

Shipping within the 49 US states, shipping is calculated using numerous factors including but not limited to the type of apparatus which impacts permits as well as the distance to destination. Shipping expenses are not included in the base specifications cost.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

NONE

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.

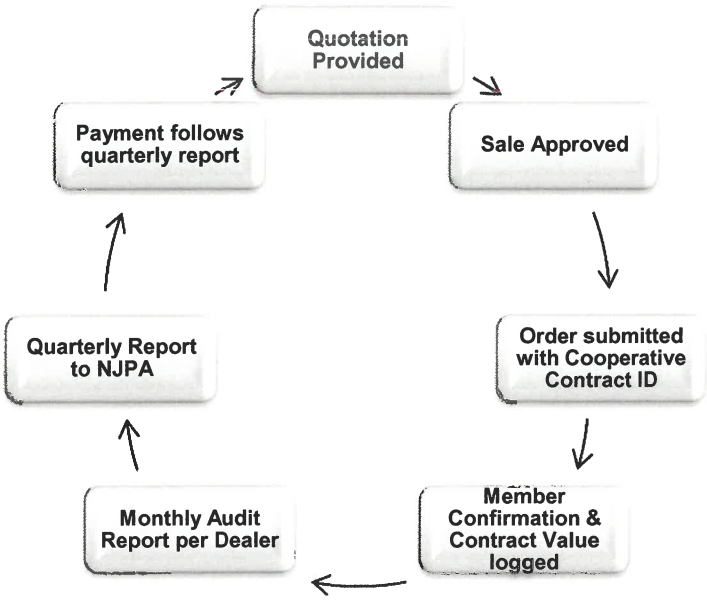
Pierce takes pride in upholding the integrity of the programs and contracts we participate in.

System software changes have been built to facilitate the information gathered throughout any of our programs to efficiently run reports on demand. These reports are run at a minimum monthly for internal audit purposes and quarterly for contract requirements.

All base specifications have been created in our customized truck configurator tool, PULSE so that a Dealer can copy that base specification to confirm line item pricing. Any changes made to the base specification is then controlled and captured in a Change Report that can be validated to honor the Percentage Discount on options added.

The process (to the right) outline shows that Pierce has a closed-loop process that provide checks and balances for all involved.

Our reporting capabilities for other contracts have been noted to be timely, thorough, and accurate. The volume of sales under our consortium programs requires Pierce to have a well-defined and efficient process.




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.)

The Administrative Fee that Pierce will pay to NJPA for this proposed contract is aligned with the other contracts awarded to Pierce to create alignment and consistency. That fee will be a flat $2000.00 USD per customer purchase order or separate contract.

## INDUSTRY SPECIFIC QUESTIONS

19) State the extent to which the solutions that you propose are compliant with standards or requirements in the US, Canada, and/or applicable in the various states and provinces. Identify all related certifications or accreditations.

**CERTIFIED: ISO 9001**

Pierce Manufacturing was the first single-source manufacturer of custom fire apparatus in North America to achieve ISO 9001 certification. Pierce has achieved ISO 9001-2015 certification — which covers all aspects of our business, from engineering and manufacturing to customer service.

**CERTIFIED: UL/ULC**

NFPA 1901 UL Certification & UL Canada (ULC) Certification

Pierce is the first fire apparatus manufacturer to be both 3rd party certified to NFPA 1901-2009 edition and ULC listed to Canada ULC-S515-04 standard by Underwriters Laboratories. Stages of testing include road, pump, weight, brake, performance and aerial application. All products must pass all tests before a truck is released into Canada. This commitment to quality applies to trucks sold in the U.S. as well.

20) Describe the features of your proposed solution(s) that address serviceability (parts availability, maintenance, repairs, support, etc.) and which you believe are "vendor differentiators."

Pierce Master Technician Program

The Pierce Master Technician Program is focused on recognizing service technicians throughout the dealer network for their knowledge and ability to provide expert service on Pierce apparatus. With this tiered level program, a technician can work their way up from having one certification to the level of Master Technician. Active participation in the ASE & EVT programs is encouraged. A Pierce Master Technician must successfully complete the defined core classes dedicated to exclusive Pierce products. A cumulative final exam is taken upon completion of the core classes to obtain a Pierce Master Technician status. Pierce currently has 167 Master Technicians certified and others in the program.

21) Describe any manufacturing processes or material specification attributes that differentiate your offered solutions.

Pierce uses high quality materials with proprietary designs to provide the best fire apparatus in the industry.

22) Provide any market data or research supporting the longevity or reliability of your proposed solutions.

The expected life cycle of a Pierce apparatus can be 20-25 years or more dependent on the miles and hours on the apparatus.

The trade-in value of Pierce apparatus has also been known to be higher than other manufacturers.

23) State whether your proposal includes the sale of "demo" units and describe the process related to offerings of demo units, if applicable.

Stock fire apparatus are an important part of our business allowing for quick deliveries, emergency purchases, alternate bids, and competitive bids with shortened lead times.

Pierce offers a Stock Program based off what is currently being sold; these will be well configured/contented units that are configured by Pierce.

Pierce dealers can search the internal Stock Truck listing in Pulse to see: Product Details – Body, Chassis, and description, Price, Sales Drawing, Photos (if unit is complete). NJPA customer can also visit www.piercemfg.com to view Stock Trucks.

The Stock Program may offer different promotions throughout the year dependent on the products available and would be submitted as the Hot List pricing using the NJPA Price and product Change form.

Signature: _____ Date: 2/26/18

# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com


June 23, 2021

Chief Vincent Capelle
West Covina Fire Department
1444 West Garvey Ave, South
West Covina, Ca 91790
Delivery Via Email

Dear, Chief Capelle,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at West Covina, new/unused 2022 Chevy Tahoe 4WD 5W4 SSV responding to your requirement with the attached specifications for 42,841.00 plus Upfit, State Sales Tax, and $8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF.Unit to be all Black

| | One Unit MSRP | One Unit | Total Savings | Total Savings |
|---|---|---|---|---|
| 2022 Chevy Tahoe 4WD 5W4 Pkg SSV | 51,557.94 | 42,841.00 | 16.91% | 8,716.94 |
| 911 Upfit | | 29,988.00 | | |
| Sub Total | | 72,829.00 | | |
| Sales Tax | | 6,918.76 | | |
| Transportation | | 85.00 | | |
| Tire Tax | | 8.75 | | |
| Total | | 79,841.51 | | |

Delivery 180-220 days ARO
Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.


Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-457-5590 O
714-264-1867 C
Buzzard5150@gmail.com

5604 E. La Palma Ave Anaheim, CA 92807
P: 714-808-0911 F: 714-808-0916 www.911vehicle.com

Your Single Source Provider for Emergency Vehicle Solutions

# Quote#61121-1

To: Chief Vince Capelle

From: Dan Walters

Company: West Covina Fire

Date: June 11, 2021

Fax #

Phone #

Regarding: Chief's Tahoe Conversion Package

1 Number of Pages sent including cover sheet

| QTY | Breakdown with labor: | | | EXTENSION TOTAL |
|---|---|---|---|---|
| | **BASE ELECTRICAL SYSTEM** | | | |
| 1 | Engineering and Design Layout | | | 525.00 |
| 1 | Upgrade Factory Battery to Odyssey AGM Battery | | | 400.00 |
| 1 | ATD Auto Battery Disconnect | | | 405.00 |
| 1 | Main DC Power / Ground Electrical Buss System | | | 1,475.00 |
| 1 | 911ICON Harness System and Connectors | | | 1,635.00 |
| 1 | Key Ignition Control System | | | 150.00 |
| 1 | Park Nuetral Control System | | | 200.00 |
| 1 | Command Center Control System | | | 255.00 |
| | **EMERGENCY LIGHTING AND SIREN WARNING** | | | |
| 1 | Whelen Core Siren and Lighting Controller | | | 2,035.00 |
| 1 | Whelen Inner Edge LED Lightbar in Pass Side Windshield | | | 1,175.00 |
| 1 | Whelen Rear Window Light Red/Amber LED | | | 825.00 |
| 1 | Headlight Flasher | | | 265.00 |
| 2 | L.E.D. Grill Lights (Red) Mounted behind the Grill | | | 1,140.00 |
| 4 | Whelen ION Red/White LED Lights on Running Boards | | | 1,910.00 |
| 2 | ION Rear Hatch L.E.D.'s (Red & Amber) | | | 610.00 |
| 1 | Siren speaker mounted behind grill | | | 604.00 |
| | **Command and Center Console Module** | | | |
| 1 | Modify Center Console for Radios | | | 1,625.00 |
| 1 | Custom Rear Comm Cabinet on Passenger Side Rear | | | 3,835.00 |
| 1 | Interior Command center Lighting | | | 675.00 |
| | **RADIOS AND COMPUTERS** | | | |
| 2 | Dual Head Motorola All Band Radios (CS) | | | 1,770.00 |
| 2 | Radio Speakers Mounted in Headliner | | | 405.00 |
| 2 | Radio Speakers Mounted in Rear Hatch Over Head | | | 405.00 |
| 1 | Motorola Handheld Radio Charger (CS) | | | 105.00 |
| 2 | Panorama Low Profile Shark Fin All Band Antennas | | | 1,035.00 |
| 5 | Magnetic Mic Upgrades for Radio and PA Mics | | | 385.00 |
| 4 | Motorola Accessory Connectors for Mic out rear of head | | | 695.00 |
| | **OTHER EQUIPMENT** | | | |
| 1 | Misc. Parts and Materials (Loom,Connectors,Etc.) | | | 400.00 |
| 1 | Remote Door Unlock Swith in Grill | | | 345.00 |
| 2 | Red/White Over Head LED Lights Mounted in the Rear Door Hatch | | | 598.00 |
| 1 | SCBA Mounting Brackets Installed | | | 330.00 |
| 1 | 20 Amp Auto Eject for Battery Charger | | | 604.00 |
| 1 | Pelican LED Flashlight | | | 302.00 |
| 1 | 40amp Battery Charger in Communications Cabinet | | | 1,510.00 |
| 4 | Dual USB Fast Charge Outlets | | | 600.00 |
| 1 | Dark Ceramic Window Tint Full Vehicle | | | 755.00 |

| | | | |
|---|---|---|---|
| **SUBTOTALS** | | $ | **29,988.00** |
| **SALES TAX** | **Resale** | $ | - |
| **TOTAL** | | $ | **29,988.00** |

# National Joint Powers Alliance® (herein NJPA)

# REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

## VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

**RFP Opening**

DECEMBER 8, 2016
8:30 a.m. Central Time
At the offices of the
National Joint Powers Alliance®
202 12th Street Northeast, Staples, MN 56479

## RFP #120716

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 #120716 VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. Details of this RFP are available beginning October 21, 2016. Details may be obtained by letter of request to Jonathan Yahn, 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 December 7, 2016 at 4:30 p.m. Central Time at the above address and opened December 8, 2016 at 8:30 a.m. Central Time.

***RFP Timeline***

| | |
|---|---|
| **October 21, 2016** | **Publication of RFP in the print and online version of *USA Today*, in the print and online version of the *Salt Lake Tribune* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note to OR entities: this pertains to http://www.njpacoop.org/oregon-advertising), in the print and online version of *The State* within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.** |
| **November 16, 2016 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.** |
| **November 30, 2016** | **Deadline for RFP questions.** |
| **December 7, 2016 4:30 p.m. CT** | **Deadline for Submission of Proposals. Late responses will be returned unopened.** |
| **December 8, 2016 8:30 a.m. CT** | **Public Opening of Proposals.** |

*Direct questions regarding this RFP to: Jonathan Yahn at jonathan.yahn@njpacoop.org or (218)895-4144.*

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# 1 DEFINITIONS

## A. CONTRACT

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

## B. PROPOSER

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

## C. SOURCED GOOD or OPEN MARKET ITEM

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

## D. VENDOR

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

## 2 ADVERTISEMENT OF RFP

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

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

## 3 INTRODUCTION

### A. ABOUT NJPA

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

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

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

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

### B. JOINT EXERCISE OF POWERS LAWS

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

### 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 VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES.

**3.17 Additional Scope Definitions:** For purposes of the scope of this solicitation:

**3.17.1** In addition to VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, **this solicitation should be read to include, but not to be limited to:**

**3.17.1.1** *Automobile Category*: mini, subcompact, compact, coupe, sedan, gas, diesel, hybrid, electric, alternative fuel
*Utility Category*: two-wheel drive, four-wheel drive, gas, diesel, hybrid, electric, alternative fuel
*Van Category*: cargo, passenger, gas, diesel, hybrid, electric, alternative fuel

*Police, Safety and Rescue Category*: mini, subcompact, compact, coupe, sedan, van, utility, truck, motorcycle, gas, diesel, hybrid, electric, alternative fuel
*Truck Category*: half ton, three-quarter ton, one ton, gas, diesel, hybrid, electric, alternative fuel.

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

**3.17.2.1** RFP respondents may include in their response vehicles that are larger than the vehicles listed in Section 3.17.1.1 above, provided that these offerings are merely complementary to the respondent's primary offering.

Respondents may include "related equipment, accessories, and services" in their response to the extent that these solutions are an incidental portion of their proposal. The primary focus of this solicitation is on vehicles, cars, vans, SUVs, and light trucks and not on a respondent's ability to provide turnkey solutions by upfitting for a particular purpose.

***This RFP should NOT be construed to include responses that contain school buses or city transit vehicles. Any portions of a response including such solutions will be disregarded.***

**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:

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

**3.24.1.1 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.

**3.24.1.2 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

**3.24.1.3 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.

**3.24.1.4 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.

**3.24.2** 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.

**3.25 Geographic Area to be Proposed:** This RFP invites proposals to provide VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND 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.

**3.26 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.

**3.26.1** 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.

**3.27 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.

**3.28 [This section is intentionally blank.]**

**3.29 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.

**3.30 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

**3.31 Industry Standards:** Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND 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.

**3.31.1 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.

**3.31.2 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:

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

**3.31.2.2** identify the equipment/products and services being proposed as applicable to the needs and expectations of NJPA Member agencies; and

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

**3.32 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.

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

**3.34 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.

**3.35 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.

**3.36 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

**3.37** 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.

**3.38** 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.

## 4 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 VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES to Jonathan Yahn at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also call Jonathan Yahn at (218) 895-4144. 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 NPJA 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 Contracts and Compliance 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 VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES will be received by Jonathan Yahn, Contracts and Compliance 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 VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND 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 with an atomic clock.** At the time of the public opening, the NJPA Director of Contracts and Marketing 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 $150 Million.** Vendors are expected to anticipate additional volume of potential government, education and non-profit agencies that would find value in a NJPA 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 compete 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 that 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 typical administrative fee under this Contract is two percent (2%). 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. NPJA 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** For Texas motor vehicle sales, the administrative fee cannot be based on the amount purchased by a member under the contract. Accordingly, the administrative fee in such cases will be $400 per purchase order (PO), irrespective of the number of vehicles included in the PO.

**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

**7.6** 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

**7.7** 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.

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

## D. AUDITS

**7.8** 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

**7.9 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.

**7.10 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

**7.11** 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

**7.12** 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

**7.13** 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.

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

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

**7.13.3** 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;

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

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

**7.13.6** The Vendor fails to properly report quarterly sales;

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

**7.14** 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.

**8.2 [This section is intentionally blank.]**

**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.]**

## K. 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.

## L. 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.

## M. 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.

## N. 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.

## O. 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.

## P. 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.

## Q. 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.

### R. 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.

## 9 FORMS

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

**Form A**

**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.
   Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES industry.
2) Provide a detailed description of the products and services that you are offering in your proposal.
3) What are your company's expectations in the event of an award?
4) 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.
5) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
6) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
7) 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?
8) 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.
9) Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.
10) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

**Industry Recognition & Marketplace Success**

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

12) 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.

13) 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.

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

15) 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?

16) 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**

17) 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.

18) 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.

19) 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?

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

**Marketing Plan**

21) 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.

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

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

24) 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?

25) 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**

26) 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.

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

28) 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.

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

30) 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?

31) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

**NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.**

Signature: _____ Date: _____

**Form B**

## 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:_____

**Form C**

## 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 |
|---|---|---|---|
| | | | |
| | | | |
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| | | | |
| | | | |
| | | | |

**Proposer's Signature:** _____ **Date:** _____

**NJPA's clarification on exceptions listed above:**

**Contract Award**
**RFP #120716**

**FORM D**

**Formal Offering of Proposal**
(To be completed only by the Proposer)

VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND 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: _____

Contact Person: _____ Title: _____

Authorized Signature: _____
(Name printed or typed)

**Form E**

**Contract Acceptance and Award**

**(To be completed only by NJPA)**

**NJPA #120716** _____

_____

**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 #120716**

NJPA Authorized signature: _____ _____

NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20_____ **NJPA Contract Number #120716**

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 #120716**

**Form F**

## PROPOSER ASSURANCE OF COMPLIANCE

**Proposal Affidavit Signature Page**

### PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address:_____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

**Notarized**

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

**Form G**

## OVERALL EVALUATION AND CRITERIA

For the Proposed Subject VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND 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.)

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) Identify any features in your response that are different from your standard vehicle offering or that are unique to your proposal.
20) Demonstrate your processes to handle vehicles on order with NJPA members that are subject to a recall or that have open service campaigns.
21) Demonstrate your NJPA member communication processes from P.O. generation to the delivery of vehicle in order to meet member expectations.

Signature: _____Date: _____

## 10 PRE-SUBMISSION CHECKLIST

| Check when Completed | Contents of Your Bid Proposal | Hard Copy Required Signed and Dated | Electronic Copy Required - CD or Flash Drive |
|---|---|---|---|
| | Form A: Proposer Questionnaire with all questions answered completely | X - signature page only | X |
| | Form B: Proposer Information | | X |
| | Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request | X | X |
| | Form D: Formal Offering of Proposal | X | X |
| | Form E. Contract Acceptance and Award | | X |
| | Form F: Proposers Assurance of Compliance | X | X |
| | Form P: Proposer Questionnaire with all questions answered completely | X-signature page only | X |
| | Certificate of Insurance with $1.5 million coverage | X | X |
| | Copy of all RFP Addendums issued by NJPA | X | X |
| | Pricing for all Products/Equipment/Services within the RFP being proposed | | X |
| | Entire Proposal submittal including signed documents and forms. | | X |
| | | | |
| | All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound. | | |
| | Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX" | | |
| | Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479 | | |

## 11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

**Section 1. Instructions for Vendor**

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA's Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "Acme Widget Company #012416-AWC eff. 01-01-2017."

*NOTE:* New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

*Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

*Price increases:* Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete "Pricing" details.

**Section 2. Vendor Name and Type of Change Request**

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME: _____

NJPA CONTRACT NUMBER: _____

☐ Adding Products/Services vices

☐ 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.

**Section 4. Complete Restatement of Pricing Submitted**

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Vendor's Contract Administrator.

☐ Yes ☐ No

**Section 5. Signatures**

_____ _____

Vendor Authorized Signature Date

_____

Print Name and Title of Authorized Signer

_____ _____

Jeremy Schwartz, NJPA Director of Cooperative Contracts and Procurement/CPO Date

# 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://harvester.census.gov/imls/search/index.asp
http://nccsweb.urban.org/PubApps/search.php
http://www.usa.gov/Government/Tribal-Sites/index.shtml
http://www.usa.gov/Agencies/State-and-Territories.shtml
http://www.nreca.coop/about-electric-cooperatives/member-directory/
Oregon
Hawaii
Washington

**ADDENDUM ONE (1)**
To that certain
**NJPA RFP #120716**
Issued by
National Joint Powers Alliance®
For the procurement of

## VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

***Consider the following to be part of the above-titled RFP:*** Pre-Proposal Conference.

Because some prospective vendors may have had difficulty accessing our originally scheduled pre-proposal conference, we are providing another conference. You do not need to attend this conference in order to respond to the RFP, but it is highly recommended. It will be held **November 23, 11 a.m. CT.**

Topic: Vehicles, Cars, Vans, SUVs, & Light Trucks with Related Equipment, Accessories, and Services
Host: National Joint Powers Alliance
Date and Time:
Wednesday, November 23, 2016 11:00 am, Central Standard Time (Chicago, GMT-06:00)
Wednesday, November 23, 2016 12:00 pm, Eastern Standard Time (New York, GMT-05:00)
Wednesday, November 23, 2016 9:00 am, Pacific Standard Time (San Francisco, GMT-08:00)
Wednesday, November 23, 2016 10:00 am, Mountain Standard Time (Arizona, GMT-07:00)
Event number: 660 414 994
Registration password: This event does not require a password for registration

To view in other time zones or languages, please click the link:
https://njpa.webex.com/njpa/onstage/g.php?MTID=e1d362d785372a206a9e12e120811c627

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To join the audio conference only
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US TOLL: +1-415-655-0001
Global call-in numbers: https://njpa.webex.com/njpa/globalcallin.php?serviceType=EC&ED=491351762&tollFree=0
Access code: 660 414 994

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For assistance
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You can contact National Joint Powers Alliance at:
vidcon@njpacoop.org

https://www.webex.com

IMPORTANT NOTICE: This WebEx service includes a feature that allows audio and any documents and other materials exchanged or viewed during the session to be recorded. By joining this session, you automatically consent to such recordings. If you do not consent to the recording, discuss your concerns with the meeting host prior to the start of the recording or do not join the session. Please note that any such recordings may be subject to discovery in the event of litigation.

**Acknowledgment of Addendum One (1) to RFP 120716 emailed on November 16, 2016.**

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____
Please include this signed Addendum with your RFP response.

**Form C**

## EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: 72 Hock LLC, DBA National Auto Fleet Group

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 |
|---|---|---|---|
| N/A | | None taken | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**Proposer's Signature:** _____ **Date:** 12-5-16

**NJPA's clarification on exceptions listed above:**

LEGAL 12/9/16

**Contract Award**
**RFP #120716**

**FORM D**

**Formal Offering of Proposal**
(To be completed only by the Proposer)

VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND 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: 72 Hock LLC, DBA National Auto Fleet Group Date: 12-5-16

Company Address: 490 Auto Center Drive

City: Watsonville State: CA Zip: 95076

Contact Person: Jesse Cooper Title: fleet manager

Authorized Signature: Jesse Cooper
(Name printed or typed)

**FORM E**
CONTRACT ACCEPTANCE AND AWARD

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

NJPA Contract #: 120716-NAF

Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group

**Based on NJPA'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 NJPA.**

The effective date of the Contract will be January 17, 2017 and will expire on January 17, 2021 (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 NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on January 16, 2017

NJPA Contract # 120716-NAF

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**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

**Vendor Name** 72 Hour LLC, National Auto Fleet Group

**Authorized Signatory's Title** Fleet Manager

VENDOR AUTHORIZED SIGNATURE

Jesse Cooper
(NAME PRINTED OR TYPED)

Executed on 1-16, 2017

NJPA Contract # 120716-NAF

**Form F**

## PROPOSER ASSURANCE OF COMPLIANCE

**Proposal Affidavit Signature Page**

### PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: 72 Hock LLC, DBA National Auto Fleet Group

Address: 490 Auto Center Drive

City/State/Zip: Watsonville, CA 95076

Telephone Number: 855-289-6572

E-mail Address: JCooper@nationalautofleetgroup.com

Authorized Signature:

Authorized Name (printed): Jesse Cooper

Title: Fleet Manager

Date: 12-2-16

**Notarized**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn to before me this 2 day of December, 20 16

Notary Public in and for the County of Los Angeles State of California

My commission expires: July 30, 2019

Signature:

SUNG SOO KIM
COMM. # 2121384
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. JULY 30, 2019

**Form P**

## PROPOSER QUESTIONNAIRE

### Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

*Proposer* Name: National Auto Fleet Group

Questionnaire completed by: Jesse Cooper

### Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

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?

Absolutely. We provide both municipal financing and municipal leasing available to all NJPA members in every state. We use National Cooperative Leasing, Diversified Leasing and NAFG Provided leasing options to all NJPA Members.

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.

There are two methods. One is the electronic ordering process, where the member logs into our website located at www.nationalautofleetgroup.com, builds their desired vehicle to their specifications, and then electronically sends us a purchase order. The vehicle is delivered directly to the user's specified end-user address, then we FedEx the customer all the appropriate documentations.

The other method, should the customer not be comfortable with internet ot the use of our website, is where the member cals our toll-free number at 1-855-289-6572 and is greeted by one of our sales associates, who then creates a quotation based on the customer's needs and either emails, faxes, or physically mails ir to the customer. The customer then sends us a purchase order. We then process the purchase order and deliver the vehicle to the customer's specified location.

We have reported directly to NJPA for the last 22 consecutive quarters.

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?

Yes, we do accept the P-card procurement and payment process, and there is no additional cost for using it.

**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?

The manufacturer's warranties are all written between the manufacturer and the NJPA member. Therefore, should a warranty repair be required, the member merely neds to take the vehicle to the closest manufacturer franchise (i.e. Ford, Toyota etc.) If the vehicle is not drivable, the customer can notify us through our toll-free number at 1-855-289-6572 and we will have it towed to the nearest facility. All this is done at no cost to the member. There are no conditions to qualify. Any new vehicle qualifies. The manufacturer's warranty does include labor and parts. Other than abuse, there are no restrictions or limitations that affect coverage. All warranty repairs are done in the manufacturer's facilities, this there is no travel time for technicians. Warranty repairs are al performed in all 50 states, regardless of location. Any after-market accessories installed under our contract are covered by the written warranty for both parts and labor for the after-market installer, who provided them. There is no return policy. If a vehicle is no longer needed by the member, a 25% restocking charge can be imposed.

6) Describe any service contract options for the items included in your proposal.

We offer a multitude of service contracts and extended warranties, running all the way up to 250,000 miles. The cost, term, and coverage are determined by the mileage and term. Contact us directly for a quote.

**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.

All of our pricing, by manufacturer, is listed in the attached books 1-18, outlined in our price summary along with our after market equipment categories.

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.)

Utilizing a Percentage Off MSRP / LIST method, NAFG can offer NJPA members discounts ranging from 25.86% down to 1% across the 15 manufacturers depending on model. Please

see Tab 2 as well as Attachment Book 2-18 for "Pricing." We detail the addition of All Factory Options and After Market Equipment.

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.

The percentage will vary on the very same product from state to state as the discount structure passed onto us by the manufacturers can vary from state to state. Therefore, we have included in the 18 attachment A's / Books the exact manufacturer's list price and our price side by side. This fixed pricing makes it easy to do price validations. In addition, all factory installed options can be added at factory invoice + 3% and all after-market accessories are offered at the up fitter's municipal pricing level which varies from 1-30% off of retail prices.

All of our pricing is based on 2017 year model. Any subsequent year model in the contract will be a maximum of 3% more + any required governmental, safety, emissions requirement as mandated by the federal or Canadian government.

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.
_x_ d. other than what the Proposer typically offers (please describe).

Our bid price is the most competitive price on the marketplace. It is far lower than any individual or other cooperatives have available to them. We leverage our entire company-wide purchasing power to the benefit to the NJPA member. Last year alone, company-wide, we delivered over 34,000 vehicles, which is the driving force that allows us to obtain deep discounts from all original equipment manufacturers and deliver the savings to the NJPA member. We don't think any other vendor can do that.

11) Describe any quantity or volume discounts or rebate programs that you offer.

They are all included in our bid price.

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.

Included in our bid are the base prices for all vehicles. Factory options can be added at +10%. All sourced goods are offered at the up fitter's municipal pricing level which varies from 1-30% off of retail prices.

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.

There are no hidden or undisclosed costs in our proposal. All costs are legitimate and fully disclosed to the NJPA member.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

There is no additional cost. All shipping is included in the original quote to the member.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipping to Alaska or Hawaii can be one of two ways. Either from the assembly point directly to the franchise dealer in Alaska or Hawaii, or if the NJPA member requires a lower 48 state specialized body installation, then freight is calculated from the Port of Long Beach, Port of Los Angeles, or the Port of Seattle, Washington. It is included in the original NJPA member quote.

16) Describe any unique distribution and/or delivery methods or options offered **in** your proposal.

To us, these are not unique. We have been doing this for years, and we continue to do this every day. Our competitors do not have that advantage.

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.

We have an in-house financial administrator who monitors that on a daily basis. In addition, we bring in twice a year, Polmaris and Associates (an independent certified public accountant from Sacramento, California) to review all payments and disbursements.

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.)

1) 1% of the unit price is up to $700.00 other than "related equipment" pass through items
2) Total amount in any 12-month period will not exceed $4,500,000.00 in Administration Fees
3) NAFG reserves the right to waive all or in part the Admin Fee when faced with a large county of State competition and or faced with unusable circumstances.

**Industry-Specific Questions**

19) Identify any features in your response that are different from your standard vehicle offering or that are unique to your proposal.

Our proposal is unique primarily in the fact that we are the only ones that have the order to deliver online system available exclusively for your members. None of the other bids you are reviewing today can state that.

20) Demonstrate your processes to handle vehicles on order with NJPA members that are subject to a recall or that have open service campaigns.

Our staff keeps a running list of open recalls by manufacturer. We cross check it on a weekly basis to try and ensure that none of your members receive a vehicle with an open our outstanding recall or campaign.

21) Demonstrate your NJPA member communication processes from P.O. generation to the delivery of vehicle in order to meet member expectations.

After the PO is issued to NAFG we send our client an order confirmation with an estimated time of arrival for the purchase. We give members the option of how frequently they would like updates on their vehicles, as well as communicating any complications along the way. Our staff communicates through any form that customers feel comfortable with, whether it is faxes, calls, or emails. When the vehicle is ready to be delivered, we give the customers advance notice to ensure they are ready to receive the vehicle. All vehicle paperwork documents are sent out via UPS, and tracking numbers are provided to the client.

Signature: _____ Date: 12-6-16

AMENDED IN SENATE SEPTEMBER 6, 2021

AMENDED IN ASSEMBLY FEBRUARY 18, 2021

CALIFORNIA LEGISLATURE—2021–22 REGULAR SESSION

# ASSEMBLY BILL No. 170

**Introduced by ~~Committee on Budget (Assembly Members Ting (Chair), Arambula, Bennett, Bloom, Carrillo, Chiu, Cooper, Frazier, Friedman, Cristina Garcia, Jones-Sawyer, Lee, McCarty, Medina, Mullin, Nazarian, O'Donnell, Ramos, Reyes, Luz Rivas, Blanca Rubio, Stone, and Wood)~~** ***Assembly Member Ting***

January 8, 2021

~~An act relating to the Budget Act of 2021.~~ *An act to amend the Budget Act of 2021 (Chapters 21 and 69 of the Statutes of 2021) by amending Items 0250-101-0932, 0250-111-0001, 0250-301-0660, 0509-001-0001, 0509-102-0001, 0511-001-0001, 0540-001-0001, 0540-101-0001, 0540-101-6088, 0555-101-0001, 0650-001-0001, 0650-101-0001, 0650-162-8506, 0650-163-8506, 0690-001-0001, 0690-101-0001, 0820-001-0001, 0820-101-0001, 0890-001-0228, 1115-001-3288, 2665-004-6043, 2740-004-0001, 3340-001-0001, 3360-001-0465, 3360-005-0001, 3360-101-0001, 3360-105-0001, 3480-001-0001, 3540-001-0001, 3560-162-8506, 3600-006-0001, 3600-007-0001, 3640-101-0001, 3790-001-0001, 3790-492, 3830-001-0001, 3860-001-0001, 3860-101-0001, 3860-301-0001, 3900-001-0115, 3900-101-0001, 3900-101-0115, 3940-106-0001, 3960-490, 4100-001-0001, 4170-101-0890, 4260-101-0001, 4260-115-0890, 4260-116-0890, 4265-001-0001, 4265-001-0890, 4265-111-0001, 4265-111-0890, 4300-101-0001, 4300-101-0890, 4700-001-0001, 4700-101-0001, 5180-001-0001, 5180-101-0001, 5180-101-0890, 5180-111-0001, 5180-141-0890, 5180-151-0001, 5180-151-0890, 5180-492, 5225-016-0001, 5225-490, 5227-001-0001, 6100-001-0001,*

*6100-001-0890, 6100-062-0890, 6100-067-0890, 6100-134-0890, 6100-135-0890, 6100-137-0890, 6100-149-0890, 6100-163-0890, 6100-194-0001, 6100-195-0890, 6100-196-0001, 6100-197-0890, 6100-203-0001, 6100-488, 6120-011-0001, 6120-211-0890, 6120-213-0001, 6120-217-0001, 6120-219-0001, 6360-001-0407, 6440-001-0001, 6440-005-0001, 6600-001-0001, 6610-001-0001, 6870-101-0001, 6980-101-0001, 6980-162-8506, 7120-101-0001, 7120-490, 7120-491, 7350-001-0001, 7350-001-0223, 7350-001-0890, 7600-001-0001, 7730-001-0001, 7760-311-0001, 8260-001-0001, 8260-001-0890, 8260-101-0890, 8570-002-0001, 8570-101-0001, 8570-102-0001, 8955-001-0890, and 9210-101-0001 of, adding Items 0509-112-0001, 0521-103-0001, 0555-102-0001, 0977-001-0001, 0977-490, 1111-015-0001, 2665-001-9331, 2665-492, 3125-001-0001, 3125-002-0001, 3340-301-0001, 3480-101-0001, 3480-102-0001, 3540-101-0001, 3540-101-3228, 3540-102-0001, 3600-005-0001, 3640-102-0001, 3640-301-0001, 3760-001-0001, 3760-102-0001, 3760-103-0001, 3790-001-0001, 3790-005-0001, 3790-102-0001, 3810-101-0001, 3810-102-0001, 3810-103-0001, 3825-101-0001, 3825-102-0001, 3825-103-0001, 3830-301-0001, 3835-101-0001, 3845-101-0001, 3845-102-0001, 3845-103-0001, 3850-101-0001, 3855-101-0001, 3855-102-0001, 3860-102-0001, 3875-101-0001, 3900-102-3228, 3940-002-0001, 3970-011-0001, 3970-101-0001, 3970-101-3228, 3970-102-0133, 3970-493, 4700-001-3228, 4700-101-3228, 6100-178-0890, 6100-202-0001, 8260-491, and 8570-101-3228 to, and repealing Items 0559-162-8506, 3360-004-0001, 6100-190-0001, and 6100-194-0890 of Section 2.00 of, amending Sections 11.95, 19.56, 19.57, 39.00, and 99.50 of, and adding Section 28.10 to, that act, relating to the state budget, and making an appropriation therefor, to take effect immediately, budget bill.*

LEGISLATIVE COUNSEL'S DIGEST

AB 170, as amended, ~~Committee on Budget~~ *Ting*. Budget Act of 2021.

*The Budget Act of 2021 made appropriations for the support of state government for the 2021–22 fiscal year.*

*This bill would amend the Budget Act of 2021 by amending, adding, and repealing items of appropriation and making other changes.*

*This bill would declare that it is to take effect immediately as a Budget Bill.*

so transferred shall be repaid as soon as sufficient funds have been claimed to meet immediate cash needs and in installments if the loan is outstanding for more than one year.

(j) This section shall be implemented only to the extent that any necessary federal approvals are obtained by the State Department of Health Care Services and federal financial participation under the Medi-Cal program is available and is not otherwise jeopardized.

(k) The Director of Finance shall notify the Controller by executive order of adjustments made pursuant to this section and shall provide a schedule of the timing and amounts to be used for purposes of this section.

(*l*) The Director of Finance shall report in writing on January 10, 2023, with the Governor's Budget, the amount of unexpended or unencumbered appropriations from the Home and Community-Based Services American Rescue Plan Fund as of June 30, 2022, and the projected amount of unexpended or unencumbered appropriations for June 30, 2023, by programmatic area to the Joint Legislative Budget Committee and the chairpersons of the budget committees and relevant subcommittees in each house of the Legislature.

*SEC. 174. Section 19.56 of the Budget Act of 2021 is amended to read:*

SEC. 19.56. (a) (1) The amounts appropriated pursuant to this section reflect legislative priorities.

~~(2) Unless otherwise specified, the funds appropriated in this section shall not be disbursed for any project prior to September 30, 2021. Future legislation may, but is not required to, specify further details concerning the manner of disbursement of these funds.~~

*(b) Each allocation in this section includes a designated state entity that shall allocate the funds to the recipients identified in the paragraphs following each designation. The state entity shall determine the best method for allocation to ensure the funds are used for the purposes specified in this section. Self-attestation by the receiving entity is an acceptable method of verification of the use of funds, if determined appropriate by the state entity.*

*(c) Notwithstanding any other law, allocations pursuant to this section shall be exempt from the personal services contracting requirements of Article 4 (commencing with Section 19130) of Chapter 5 of Part 2 of Division 5 of Title 2 of the Government*

*Code, from Part 2 (commencing with Section 10100) of Division 2 of the Public Contract Code, and the State Contracting Manual, and shall not be subject to the approval of the Department of General Services, including the requirements of Chapter 6 (commencing with Section 14825) of Part 5.5 of Division 3 of the Title 2 of the Government Code.*

*(d) If no item number for the appropriate department for a state entity exists, and such an item number is required in order to make the specified allocations, then item numbers may be created for this purpose by the Department of Finance.*

~~(b)~~

*(e)* The amounts specified in this subdivision are hereby appropriated from the General Fund as follows:

Workforce and Economic Development

*To be allocated by the Governor's Office of Business and Economic Development as follows:*

(1) $5,000,000 to the City of Long Beach for the Center for Inclusive Business and Workforce Development.

(2) $3,500,000 to the City and County of San Francisco for SF Live and Asian and Pacific Islander community business recovery.

(3) $8,000,000 to ~~the Oakland Fund for Public Innovation for the California Entrepreneurship Capital in the Community Initiative.~~ *the City of Oakland for ESO Ventures under the California Capital in the Community Act.*

*To be allocated by the California Workforce Development Board as follows:*

(4) $1,300,000 to the County of Kern for the Mexican American Opportunity Foundation Skill Center.

(5) $1,500,000 to the City of Pomona for the Learning Centers at Fairplex.

Transportation and Infrastructure

~~(6) $16,500,000 to finalize dissolution of the North Coast Rail Authority and make plans for reuse of its assets.~~

*To be allocated by the California Workforce Development Board as follows:*

*(278) $1,500,000 to City of Santa Paula for the Spirit of Santa Paula homeless shelter.*

*(279) $1,500,000 to the County of Alameda for CROP and Bay Area Community Services Reentry Housing for a new property in the San Francisco Bay Area.*

*To be allocated by the Office of Emergency Services as follows:*

*(280) $2,500,000 to the City of Costa Mesa for a regional fire and rescue facility.*

*(281) $2,185,000 to the City of San Jose for the purchase of one Mobile Operations Satellite Expeditionary System (MOSES).*

*(282) $1,500,000 to the City of Tustin for a new generator.*

*(283) $350,000 to the City of West Covina fire department for the purchase of fire engines.*

*To be allocated by the Board of State and Community Corrections, as follows:*

*(284) $4,000,000 shall be provided to the City of Pomona to support the Pomona OATH Initiative to fund law enforcement training programs on best practices on police interactions with homeless individuals, mental health clinicians, homeless liaison officer positions, law enforcement trainings on the administration of narcan or naloxone, community forums, and data reporting.*

*(285) $600,000 to Mendocino County for enforcement against unpermitted cannabis grows or grows not in the permitting process where there are illegal water diversions or environmental degradation. These funds shall cover overtime and per diem.*

*(286) $600,000 to Humboldt County for enforcement against unpermitted cannabis grows or grows not in the permitting process where there are illegal water diversions or environmental degradation. These funds shall cover overtime and per diem.*

*(287) $300,000 to Trinity County for enforcement against unpermitted cannabis grows or grows not in the permitting process where there are illegal water diversions or environmental degradation. These funds shall cover overtime and per diem.*

*SEC. 175. Section 19.57 of the Budget Act of 2021 is amended to read:*

SEC. 19.57. (a) ~~(1)~~ The amounts appropriated pursuant to this section reflect legislative priorities to be implemented by state agencies.

~~(2) Unless otherwise specified, the funds appropriated in this section shall not be disbursed for any project prior to September~~

**Attachment No. 5**

# Acura Systems International Inc.

Prepared for: West Covina Fire Department Attn: Captain Mike Hambel
Quote Date: September 15, 2021----------Quote #21.0915.01

| Part # | Qty. | Description | Price | Extended |
|---|---|---|---|---|
| FL47MDJA1UXX | 2 | Gen5 F110 i7 8565u processor (gsa price $3216.08) | $3,100.00 | $6,200.00 |
| | | 800 NIT LumiBond Touch Display, Dual Hot Swappable Batts | | |
| | | 802.11ac, Bluetooth, MIL-STD-461F, IP-65, | | |
| | | 3 Yr Bumper to bumper warranty with ADC incl., Win10Pro | | $0.00 |
| | | Webcam and Rear Camera, RF Pass w/Gobi LTE, GPS included | | $0.00 |
| F-MEM | 2 | Upg from 4GBR to 16 GBR and from 128 to 256GB SSD (incl) | | $0.00 |
| | | | | $0.00 |
| F-TECH | 2 | Upg from i5 to i7 processor(incl) | | $0.00 |
| OHG160098703 | 6 | F110 Gamber Veh Dock w/IO & RF Pass (gsa price $899.34) | $600.00 | $3,600.00 |
| GAD1L1 | 6 | Lind 12-16VDC Input Vehicle DC Adapter (gsa price $97.56) | $97.00 | $582.00 |
| | | | | $0.00 |
| MA3-1700600M-NNA | 6 | Cradle Point Modem 1700 w/WiFi and 3 yr Net Cloud Service | $1,400.00 | $8,400.00 |
| 7100-1200 | 6 | Standard Clevis VESA 75mm swivel tilt mount from GJ | $50.00 | $300.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| Subtotal | 1 | System Subtotal | | $19,082.00 |
| **Tax** | **1** | **9.5% Sales Tax Rate** | | **$1,812.79** |
| Total | 1 | Complete System, Shipping, and Tax Total | | $20,894.79 |

***Terms***

1. Estimated delivery will be 3-5 weeks.
2. Quote valid till GSA Contract Renewal 09-26-2024
3. Terms are Net 30, 1%/Month late fee starting at 61 days
4. Returned items will be subject to a 20% restocking fee.
5. Pricing based off of (or below where possible) GSA Schedule 70 Contract# 47QTCA-19-D-00MM
6. Contract pricing, quantities can be adjusted without affecting quoted prices.

***Options to Consider***

***Notes***

PO Box 593, Milton, WA 98354 Phone: 253-377-0701 Fax: 877-220-7702 Toll Free 855-374-1642
www.cloudtechmobile.com, E-mail: andy.rogers@cloudtechmobile.com

SYNNEX CORPORATION

GSA Schedule®

Contract 47QTCA19D00MM

SYNNEX GOVSolv™

# GENERAL SERVICES ADMINISTRATION

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*®, a menu-driven database system. The Internet address for GSA *Advantage!*® is: http://www.gsaadvantage.gov/.

## Multiple Award Schedule

PSC Large Category

Information Technology

**MAS CONTRACT NUMBER 47QTCA19D00MM**

**Contract Period: September 27, 2019 through September 26, 2024**


## SYNNEX Corporation

**39 Pelham Ridge Drive**
**Greenville, SC 29615**
**Phone 800.456.4822 Ext 494713**
**Fax 510.858.6338**
**gsa@synnex.com**
**https://www.synnexcorp.com/us/govsolv/**

**Contract Administration:**

**Destiny Lark, DestinyL@synnex.com, 864.349.4713**


**Business Size: Large**

Pricelist current through Solicitation 47QSMD20R0001 Refresh 6 and Modification PS-0128, July 19, 2021

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## 1. CUSTOMER INFORMATION

a. Table of Awarded SINs:

| SIN | Description | Pricing |
|---|---|---|
| 33411 | Purchase of New Electronic Equipment<br>State Cooperative Purchasing Approved | 2.2%-96.28% |
| 811212 | Maintenance of Equipment, Repair Services and/or Repair/Spare Parts<br>State Cooperative Purchasing Approved | 2.2%-93.84% |
| 511210 | Software Licenses<br>State Cooperative Purchasing Approved | 2.2%-62.13% |
| 54151 | Software Maintenance Services<br>State Cooperative Purchasing Approved | 2.9%-62.13% |

b. Identification of the lowest priced model number for each SIN awarded:

| SIN | PN | Description | MSRP | GSANTE with IFF | COO |
|---|---|---|---|---|---|
| 33411 | R668 | Stratus ftServer 2700, 4700, and 6400 Systems: Installation Guide | 0.02 | 0.01 | US |
| 811212 | GE-SVFDKSD5Y | Keep Your Solid State | 0.02 | 0.01 | TW |
| 511210 | AS391 | Disk Drive Blank for ftServer family | 0.02 | 0.01 | US |
| 54151 | H0JD4A1 | HPE 1Y TS Support Credits 10 Per Yr SVC | 0.02 | 0.01 | US |

c. Hourly Rates: Not Applicable

**2. MAXIMUM ORDER:** Maximum dollar value of orders accepted is $500,000.00.
NOTE TO ORDERING ACTIVITIES: *If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contactor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

**3. MINIMUM ORDER:** The minimum dollar value of orders accepted is $100.00.

**4. GEOGRAPHIC COVERAGE:** Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities. CONUS delivery is via standard ground freight. Expedited delivery options are available and OCONUS delivery are available for additional costs.

Overseas delivery is delivery to point of embarkation for delivery OCONUS - outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

**5. POINT(S) OF PRODUCTION:** TAA Compliant Countries identified by the product manufacturer.

**6. DISCOUNT FROM LIST PRICES:** 1% for orders over $100,000

**7. QUANTITY DISCOUNTS:** none

**8. PROMPT PAYMENT TERMS:** 0.25 bps 15 days Net 30 for non-credit card orders.
Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

**9. GOVERNMENT PURCHASE CARDS**

a. Government Purchase Cards are accepted at or below the micro-purchase threshold.
b. Government Purchase Cards are not accepted above the micro-purchase threshold. Contact the Contractor for limit.

**10. FOREIGN ITEMS:** The country of origin on supplies is determined by the manufacturer of the product. Only TAA Compliant products are included on the contract.

**11. DELIVERY**

a. Time of Delivery: SINs 33411 & 811212 are 30 days ARO
b. Expedited Delivery: Additional costs do apply. Please call for an expedited freight quote.
c. Overnight and 2-day Delivery: Additional costs do apply. Please call for an expedited freight quote.

**12.F.O.B. POINT(S):** OCONUS*
*Freight costs for worldwide shipments outside of CONUS will need to be negotiated between SYNNEX and the Ordering Entity.

**13. ORDERING**

a. Address: Same as Contractor
b. Procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

**14. PAYMENT ADDRESS:** Lockbox Address:
SYNNEX Corporation
PO Box 406748
Atlanta, GA 30384-6748

**15. WARRANTY PROVISION:**

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract. As a computer products distributor, Contractor passes the manufacturers' warranties through to their customers. Warranties will vary from part number, product line and manufacturer and can include on-site, depot and replacement. Warranties will also vary in length of their coverage period. Generally, Contractor will provide a replacement unit for product that is DOA (Dead on Arrival) for the first 30 days after purchase. Thereafter, all warranty work is handled either directly from the manufacturer or through a contracted third party.
b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: Contact SYNNEX Corporation for Return Merchandise Authorization (RMA).

**16. EXPORT PACKING CHARGES:** SYNNEX does offer international shipping on a limited basis. The company will pay for freight to point of embarkation only.

**17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:**
Government Purchase Cards are accepted at or below the micro-purchase threshold.
Government Purchase Cards are not accepted above the micro-purchase threshold. Contact the Contractor for limit.

**18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR:** N/A

**19. TERMS AND CONDITIONS OF INSTALLATION:** N/A

**20. TERMS AND CONDITIONS FOR ANY OTHER SERVICES:** N/A

**21. LIST OF SERVICE AND DISTRIBUTION POINTS:**

| | |
|---|---|
| Chantilly, Virginia | Chicago, Illinois |
| Chino, California | Fremont, California |
| Greenville, South Carolina | Grove City, Ohio |
| Indianapolis, Indiana | Monroe, New Jersey |
| Richardson, Texas | Romeoville, Illinois |
| Southaven, Mississippi | Tracy, California |

**22. LIST OF PARTICIPATING DEALERS:** See page 6

**23. PREVENTATIVE MAINTENANCE:** Refer to SIN 811212

**24. SPECIAL ATTRIBUTES:**

a. Environmental Attributes: N/A

b. Section 508 Compliance for Electronic and Information Technology (EIT): The EIT standards can be found at: www.Section508.gov/.

**25. DATA UNIVERSAL NUMBER SYSTEM NUMBER:** 112375758

**26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM):** Contractor has an Active Registration in the SAM database.

| | Reseller | SBA Status | City | State |
|---|---|---|---|---|
| | 22Vets, LLC | SDVOSB | Bull Valley | IL |
| | 2uTec | WBE | North Syracuse | NY |
| | 4K Solutions, LLC | SDVOB (CvE) | Midland | GA |
| | Abba Technologies Inc | SB; DV (Hispanic) | Albuquerque | NM |
| | ABC Laser USA, Inc | WoSB | Lawerenceville | GA |
| | ABM Federal Sales | SB | Chesterfield | MO |
| | Abrahams Consulting, LLC | 8(a), EDWOSB | Staten Island | NY |
| | Access Printer Supplies | | Loveland | CO |
| | ACE Real Time Solutions LLC | | Chesterfield | VA |
| | ACP Creativ IT | | Buffalo Grove | IL |
| | Action Technologies Group | M&WBE | Muncie | IN |
| | ACTURE SOLUTIONS | SB | Schenectady | NY |
| | Acura Systems International, Inc. - CloudTech Mobile | | Milton | WA |
| | adrytech | | Phoenix | AZ |
| | Advacap Technologies, LLC | SDVOSB | Copperas Cove | TX |
| NEW | Advanced Computer Concepts, Inc (ACC) | WOSB | McLean | VA |
| | Advanced Electronic Design, Inc / Patrol PC | | North Atteboro | MA |
| | Advanced Presentation Systems dba CCS Presentation Systems | WOSB | Albuquerque | NM |
| | Advantaged Solutions Inc | MOSB, Hubzone | Washington | DC |
| | Adwar Video | SB | Farmingdale | NY |
| | AFCC dba The Whitlock Group | | Richmond | VA |
| | AFL International Consulting Staff and Services Inc. | SBE DBE OSS | Miami | FL |
| | Agilant Solutions Inc. DBA ASI System Integration Inc | | Port Washington | NY |
| | AGSI Systems | | Lovettsville | VA |
| | Aligned Data, Incorporated | WOSB, VOSB, MBE, SBE | Richmond | TX |
| | Allegiant Tek USA LLC | | Brandon | FL |
| | Alliance Technology | WOSB | Hanover | MD |
| | Alpha Sum Business Machines | SB | Jackson Heights | NY |
| | AlphaSix Corporation | SB | Dulles | VA |
| | Alternative Information Systems | | Buffalo | NY |
| | Always Connect Solutions | | Eagle | ID |
| | American Wordata | EDWOSB, WOSB, DBE | Tampa | FL |
| | Anacapa Micro Products, Inc | HUBZone, SB | Oxnard | CA |
| | Anaconda Networks | | Lafayette | CO |
| | Anderson Business Technology | | Pasadena | CA |
| | Applied Technology Services | WOSB | Baltimore | MD |
| | ARC Acquisition US INC | | San Antonio | TX |
| | Arctic Information Technology, Inc. | ANC 8(a) | Anchorage | AK |
| | Arrow Micro Corp | MO, WO, DSB | La Mirada | CA |
| | ARTi Incorporated | 8(a), SDVOSB, HUBZone | Hampton | VA |
| | Asyncrob Corp | SDB, SDVOB | Fairfax | VA |
| | ATEC Group | | Albany | NY |
| | Atlantic Data Security | SB | Hartford | CT |
| | Atrion Communication Resources | VOSB | Branchburg | NJ |
| | Attronica | | Gaithersburg | MD |
| | Audio Video Corporation | | Albany | NY |
| | Audio Visual Innovations (AVI-SPL) | | Tampa | FL |
| NEW | AUROSTAR Corporation | SDB | FREMONT | CA |
| | Auto Phone Wholesale | | Pleasant Grove | UT |
| NEW | Avid Systems | WOSB | Washington | DC |
| | Axelliant | MBE, CPUC, SBE | Torrance | CA |
| | BahFed Corp | 8(a), HUBZone, VOSB | Portland | OR |
| | Baycom Inc. | | Green Bay | WI |
| | BCPI | | Sharon | MA |
| | BES Industries | | Jacksonville | FL |
| | Best Commodity Solutions | | Fischer | TX |
| | Better Direct LLC | HUBZone, SDVOSB, VOSB | Tempe | AZ |
| | Bledsoe Corp | SB, MO; DV | Indianapolis | IN |
| | Blink IT | WOSB | Ontario | CA |
| | Blue Castle IT | WOB | Cheshire | CT |
| | Blue Fish Worx LLC | SB | Magnolia | TX |
| | blueSPARK Data, LLC | | Denham Springs | LA |
| | Borderlan inc | | San Marcos | CA |
| | Brite Computers / Upstate Wholesale Supply, Inc | | Victor | NY |
| | Brown Enterprise Solutions | MBE | Dublin | OH |
| | Burgess Innovation Management | SDVOSB | Fairfield | CA |
| | Buy Smart LLC | | San Diego | CA |
| | BW Wilson | SB | Richmond | VA |
| | Calibre | | Alexandria | VA |
| | Can-Am Wireless | MBE | Cedar Park | TX |
| | Cape Romain Solutions, Inc. | MWOSB | Fairfax | VA |
| | Capital Financial Network LLC | | Washington | DC |
| NEW | CARLNTECH LLC | VOSB | Antelope | CA |

| | Reseller | SBA Status | City | State |
|---|---|---|---|---|
| | Carolina Advanced Digital, Inc. | SDVOSB; HUBZone | Siler City | NC |
| | Carrillo Business Technologies dba CB Technologies, Inc. | WOSB | Orange | CA |
| | Carroll Communications | HUBZONE & SDVOSB & SB & VO | Longs | SC |
| | CDCE, Inc. | | Yorba Linda | CA |
| | CDW-G (CDW) | | Vernon Hills | IL |
| | Celerens | WOSB, EDWOSB, SDB | Clarksville | MD |
| | Cellentia Information Technology Company | WOSB | Ashburn | VA |
| | Chi Corp | | Solon | OH |
| | Chickasaw Supply | SDVOSB; HUBZone; Native American | Bakersfield | CA |
| | Choice! Computer Center, Inc | SB | Durham | NC |
| | Cinesys | | Houston | TX |
| | City Computer & Supplies, Inc. | SB, WO | Naples | FL |
| | Clarity Imaging Solutions Inc | | Cherry Hill | NJ |
| | Clarium Managed Services | | Miami | FL |
| | Clary Business Machines | MOSDB | San Diego | CA |
| | Cloud11 LLC | SB | Atlanta | GA |
| | CLR Analytics | SDB | Irvine | CA |
| | Clutch Solutions | SB, MO; DV Native American | Gilbert | AZ |
| | Code 3 Technology | | Mesa | AZ |
| | Commski, LLC | WOSB | Tampa | FL |
| | Communications Professionals, Inc. | SB, MO; DV | Troy | MI |
| | Complete Packaging & Shipping Supplies | VOSB | Westbury | NY |
| | Comptronics | | Mclean | VA |
| | Computech International | WOSB | Great Neck | NY |
| | Computer Professionals International | | Schenectady | NY |
| | Computer Security Products, Inc. | SB | Nashua | NH |
| | Computer Systems Integrators Inc | | Fishkill | NY |
| | Computer Tower | | Sterling | VA |
| | Computer Wholesale Products | WOSB | Spring | TX |
| | Computerware Inc | SB | Vienna | VA |
| | ComSec LLC | | Virginia Beach | VA |
| | ComSource, Inc | SB | Manlius | NY |
| | Conferencing Advisors | SB #41596 | San Clemente | CA |
| | Connected Solutions Group | | Mechanicsville | VA |
| | Connection dba GovConnection | | Rockville | MD |
| | ConnectUs | | New Holland | PA |
| | Continental Resources, Inc. | WBENC | Bedford | MA |
| | Convergent Federal Solutions | | Beltsville | MD |
| | Convergeone Government Solutions, LLC | | Budd Lake | NJ |
| | Core BTS, Inc. | | Indianapolis | IN |
| | Corporate Computer Solutions Inc | SWBA | Harrison | NY |
| | Corporate Interiors, Inc | | Saint Petersburg | FL |
| | CounterTrade Products d/b/a CEW Inc. | WOSB | Arvada | CO |
| | C-Pak Corporation DBA CPAK Technology Solution | | LaGrange | GA |
| | CPI USA Inc | WMBE,WOSB, DBE, MBE | Edison | NJ |
| | Critical Start | | Plano | TX |
| | CST Corporation | HUB / MBE | Houston | TX |
| | Current Business Technologies, Inc. | | Austin | TX |
| | Custom Computer Specialists | | Hauppauge | NY |
| | CVE | | Salt Lake City | UT |
| | CyberGen | | Lake Worth | FL |
| | Dasher Technologies | | Campbell | CA |
| | Data Center Warehouse | | Laguna Hills | CA |
| | Data Just Data, Inc. | | Charlotte | NC |
| | Datacom Solutions, Inc | SB, SDVOSB; SDVOSB | Huntsville | AL |
| | Datalink Networks | | Santa Clara | CA |
| | Datec, Inc. | | Seattle | WA |
| | Derive Technologies, LLC | | New York | NY |
| | DGX Security | SBE MBE DBE | Jersey City | NJ |
| | DH Technologies | HUBZONE & SDVOSB & SB & VO | Leesburg | VA |
| | DI Technology Group Inc (Data Impressions) | SBE | Cerritos | CA |
| | Diamond IT | | Bakersfield | CA |
| | Digital Plaza, LLC | 8(a), SB, Disadvantaged | Amber | PA |
| | Dihuni LLC | MOSB | Mclean | VA |
| | Diltex, Inc. | SMALL, EDWOSB, 8A | West Covina | CA |
| NEW | Directnet, Inc DBA 42U | SB | Lafayette | CO |
| | Direct Packet Inc. dba OneVision Solutions | SB | Irving | TX |
| | Direct Supply Solutions | WO SB | Carlsbad | CA |
| | DirSec, Inc. | SB | Westminster | CO |
| | Dox Electronics | | Rochester | NY |
| | DPS Teck | SDVOSB; SBA | Dallas | TX |
| | Dynamic Systems | | El Segundo | CA |
| | Dyntek Services | | Irvine | CA |

| | Reseller | SBA Status | City | State |
|---|---|---|---|---|
| | Echelon Services | NHO 8(a) | Manassas | VA |
| | EKOAM SYSTEMS, INC. | | BURKE | VA |
| | emazzanti | Woman Business Enterprise | Hoboken | NJ |
| | Embedded Works Corporation | MBE | Santa Clara | CA |
| | Emerge IT Solutions | | Erlanger | KY |
| NEW | Empire Drone Co. LLC | 8a | Fulton | NY |
| | Empire Computing & Consulting | | Daytona Beach | FL |
| | Encore Technology Group | | Easley | SC |
| | enDevelopment LLC | SDVOSB VOSB | Montgomery | NY |
| | Energon Plus | DBE,SMBE,SDB,SBE,ESBE,HABE,HBE | San Antinio | TX |
| | En-Net Services, LLC | SB | Frederick | MD |
| | Enterprise Technology Solutions | WOSB | Fremont | CA |
| | EPG Consulting LLC DBA New York Technology Company | | New York | NY |
| | Ergotech Controls | | Richardson | TX |
| | Essnova Solutions | 8(a), HUBZone, DBE, MBE | Birmingham | AL |
| | EverSec Group | | Tarrytown | NY |
| NEW | Evotek | MBE | San Diego | CA |
| | Eyes to See, Inc dba RA Technology Services | | Brooklyn | NY |
| NEW | FARATOLU | SDB | Brooklyn Park | MN |
| | FCN | WOSB | Rockville | MD |
| | Fed Con LLC | MOSB | Opa Locka | FL |
| | Federal Merchants Corp | | Indianapolis | IN |
| | FedTek (Federal Technology Solutions) | SB | Woodbridge | VA |
| | FirstLight Fiber | | Victor | NY |
| | Focal Point Solutions | | Flushing | NY |
| | Force 3, Inc. or Force 3 LLC | | Crofton | MD |
| | ForSupplies | WOSB | Tallahassee | FL |
| | Four Corner Solutions | SDMO | Hawthorne | CA |
| | Front Line Mobile Tech | WOSB | Jessup | MD |
| | Frontier Technology DBA Microage | SB | Tempe | AZ |
| | Galactic Technology Group | SBE | Miami | FL |
| | Gear One | WOSB | Temecula | CA |
| | General Microsystems | MOSB | Bellevue | WA |
| | GHA Technologies, Inc. | SB | Scottsdale | AZ |
| | GigaKOM | | San Diego | CA |
| | GingerSec | | Phoenix | AZ |
| | Global Data Products | SB | Sacramento | CA |
| | GMI | MBE; Self certified SBA | Bellevue | WA |
| | Go Media LLC | | Lafayette | LA |
| | Golden Star Technology Inc. (GST) | WOSB, MBE | Cerritos | CA |
| | GovDirect, Inc. | | Clearwater | FL |
| | Government Acquisitions (govacq) | SB | Cincinnati | OH |
| | Govmation Enterprise Solutions | WOSB | McKinney | TX |
| | Govplace | SB | Reston | VA |
| | GovSmart | HUBZone | Charlottesville | VA |
| | GP Tech Solutions | | Meridian | ID |
| | Green Ramp Group | | Auburn | CA |
| | GreenDelete | WOSB/WBE | Frankfort | IL |
| | Greenpages | | Kittery | ME |
| | Group Mobile International | | Chattanooga | TN |
| | Guidon Technology Solutions, Inc. | SDVOSB | Issaquah | WA |
| | H. Co. Computer Products dba ThinkCP Technologies | SB | Irvine | CA |
| NEW | Halbrook and Miller DBA TM Television | SB | Carrollton | TX |
| | Halieos | SDB MO | Gaithersburg | MD |
| | Hardware Nation, LLC | | Buford | GA |
| | Herrington Technology | WOSB | NY | NY |
| | Hilliard | | Midland | TX |
| | Hinkley Acct | SDVOB | Holly Springs | NC |
| | Hitorra Tech | | White Plains | NY |
| | HST Corporate Interiors, LLC | | Nashville | TN |
| | Hypertec Direct | | Tempe | AZ |
| | Ibox | 8(a), VOSB | Atlanta | GA |
| | IC Logic, Inc dba USAT Corp. | | Chapel Hill | NC |
| NEW | ICT Resources | MWOSBE | Roseland | NJ |
| | ID Technologies, LLC | | Ashburn | VA |
| | iGov.com [MA (MicroAge) Federal d/b/a] | | Reston | VA |
| | Impres Technology Solutions Inc | SBA Certified HUBZone; SB | Santa Fe Springs | CA |
| | Infinit Technology | | East Syracuse | NY |
| | Infinite Consulting Services | SB, DBE | McKinleyville | CA |
| | InfoSys Services, Inc | | Pasadena | MD |
| | Infotect Design Solutions | | Tampa | FL |
| | Innerspaice Architectural Interiors | | Fort Walton Beach | FL |
| | Innovative Office Solutions | WOSB | Burnsville | MN |

| | Reseller | SBA Status | City | State |
|---|---|---|---|---|
| | Innovative Solutions Group Inc | MOSB | Wake Forest | NC |
| | Insight (PCM-G) | | Tempe | AZ |
| | Integrated Media | SB | Costa Mesa | CA |
| | Integration Partners Corp | | Lexington | MA |
| | Integration Technologies Group (ITG) | | Falls Church | VA |
| | InterDev, LLC | | Roswell | GA |
| | Intuitive Solutions, LLC | | Pasadena | CA |
| | iQuarters | | Montgomery | NY |
| | Iron Bow Technologies | | Chantilly | VA |
| | Island Tech | | Ronkonkoma | NY |
| | ICT Resources | MWOSBE | Roseland | NJ |
| | ITI Systems - Innovative Transducer Implementation LLC | SB | Beltsville | MD |
| | ITO Solutions | SB | Signal Hill | CA |
| | ITSavvy | | Addison | IL |
| | IVCi | | Hauppauge | NY |
| | Jaser International | | Naperville | IL |
| | JEM Tech Group | WOSB | Clinton Township | MI |
| | JKS Systems | | Glastonbury | CT |
| | JohnCo, Inc. Office Supplies & Equipment | | Middlesboro | KY |
| | Joltec LLC (DBA LoudounTec) | HUBZone, WOSB | Leesburg | VA |
| | KDTS, LLC. | MOSB, MBE | Fair Oaks | CA |
| | Keeper Technology | | Ashburn | VA |
| | Kelley Connect | SB | Kent | WA |
| | Kriaanet, Inc | 8(a), HUBZone, WOSB | Quantico | VA |
| | KTS Knot Technology Solutions | EDWOSB, WOSB | Churchton | MD |
| | KT's Office Services (Ktoss) | SWPB, NJ | Toms River | NJ |
| | Kynetic | NWBOC | Dunedin | FL |
| | Lakeshore IT Solutions, Inc. | | Fox Lake | IL |
| | Landmark Systems | | Troy | MI |
| | LANRover Network Services, Inc. | | Bayport | NY |
| | Laser Action Plus | WOSB | Ocala | FL |
| | Lazer Cartridges Plus | WOSB | Walla Walla | WA |
| | LH Computer Services | | Coral Springs | FL |
| | Lightfoot Communications | Service Disabled, VO, WOSB | Tampa | FL |
| | Link High Technologies Inc. | MBE | Morris Plains | NJ |
| | Liona Enterprises | WOSB, HUBZone, 8(a) | Cincinnati | OH |
| | Lofton Innovation | SDVOSB, MBE,SBE, DBE | Fort Worth | TX |
| | Logicalis, Inc | | Bloomfield Hills | MI |
| | Lotus Logistics | | Middletown | DE |
| | Louisiana Technology Group Inc (LATG) | WOSB | New Orleans | LA |
| | Lowmarkup Inc | | Irvine | CA |
| | Lucinda IT | WOSB, WBE | Indianapolis | IN |
| | M.A. Polce Consulting, Inc. | | Rome | NY |
| | M.E. Trading | | Arlington | TX |
| | M2 Technology, Inc. | SB, Disadv, VO | San Antonio | TX |
| | Maahi, Inc | WOSB | Farmington Hills | MI |
| NEW | Mark III | HUBzone, MWBE | Houston | TX |
| | Mason Technologies Inc | SWO | Deer Park | NY |
| | Maureen Data Systems, Inc. | WBE | New York | NY |
| | MC Communications LLC | | Henderson | NV |
| | McMillan Systems, Inc | | Fresno | CA |
| | Meadowgate Technologies | HUBZone, WOSB | Trenton | NJ |
| | MediaNow | VOSB | Netcong | NJ |
| | Meridian IT, Inc. | | Deerfield | IL |
| | MicroPac Tech | 8(a) | Irvine | CA |
| | Microtech LLC | SDVOSB | Tysons | VA |
| | Miicor | | Boise | ID |
| | Mnemonic Computer Solutions, LLC | | Oak Park | Ca |
| | Mobile Concepts Technology | | Phoenix | AZ |
| | Monte Carlo Consulting Group, Inc. | SB, MOSB | Santa Monica | CA |
| NEW | More Power Tech | DVO | Longview | WA |
| | Mountain West Resources | HUBZone, DBE | Reno | NV |
| | MSSI LTD | SDVOSB | Charlotte Hall | MD |
| | mVation Worldwide Inc | SB, MO; DV | Glen Cove | NY |
| | MXN Corp | SB | Woodstock | GA |
| | Myriad Solutions, Inc | | Fulton | MD |
| | N & B Solutions | | Redmond | OR |
| | N2Grate Government Solutions | HUBZone | Leland | MS |
| | NALA Comm | SBA, 8(a), MDOT MBE | Silver Spring | MD |
| | National Secured Assurance, Inc. | | Leland | MS |
| NEW | Nationwide Power Solutions, Inc. | | Henderson | NV |
| | Native Innovation | VOSB, MBE, HUBZone | Anthem | AZ |
| | Native Supplies | WO, Native American | Alpharetta | GA |

| | Reseller | SBA Status | City | State |
|---|---|---|---|---|
| | NCS Technologies, Inc. | MOSB | Gainesville | VA |
| | Netsync | WOSB, Minority Owned | Houston | TX |
| | Network Enhancement Systems, Inc. | | Tulsa | OK |
| | Network Outsource Inc | | New Hyde Park | NY |
| | Networking Technologies and Support, Inc. (NTS) | DBE | Midlothian | VA |
| | NetworkOutsourcing | | New Hyde Park | NY |
| NEW | Neurilink | | Boise | ID |
| | New Tech Solutions, Inc. | | Fremont | CA |
| | Nexus Technologies Group LLC | WOSB | Atlanta | GA |
| | Nomar Enterprises DBA Rugged Depot | TX HUB MOSB | Magnolia | TX |
| | NXGN, Inc | | Chicago | IL |
| | Ocean Computer Group | | Matawan | NJ |
| | Office Nation DBA PC Nation | | Northfield | IL |
| | O'Neill Office Products, Inc | | Bethesda | MD |
| | On-Site Laser | EDWOSB | San Diego | CA |
| | Optel Business Communications Systems | | Nesconset | NY |
| | Pacific Computer Supply | SDB | Mountain View | CA |
| | Pacstar | | Portland | OR |
| | Panther Ergonomics And Product Solutions | | Fort Worth | TX |
| | Paragon Micro | | Lake Zurich | IL |
| | Partners Data Systems, Inc | | La Mesa | CA |
| | PC Net Inc, DBA PCN Strategies | | Washington | DC |
| | PC Solutions & Integration Inc | | Miami | FL |
| | PC Specialists, dba Technology Integration Group | MOB | San Diego | CA |
| | PCC-IT International, div of Power Capital Management | SB | Calabasas | CA |
| | PCS Mobile | | Denver | CO |
| | Peabody Office | | Boston | MA |
| | Peak Resources | SB | Denver | CO |
| | Perfect Output | SDBE, MBE, Veteran | Overland Park | KS |
| | Perfect Vision Sound | | Avon | CT |
| | Pettus Office Products | | Little Rock | AR |
| | Photikon Corp | WBENC, WOSB, NYS WBE, NYC WBE | Fairpoint | NY |
| | PIER Group LLC | | Jasper | IN |
| | Pinnacle Business Systems | | Edmond | OK |
| | Pivot Tech Server Corporation | | Norcross | GA |
| | Portola Systems, Inc. | | Sebastopol | CA |
| | POSData | | Gig Harbor | WA |
| | Premier Office Systems | | Las Vegas | NV |
| | Premier Printing | | Platte City | MO |
| | Premier Wireless | EDWOSB | Houston | TX |
| | PremierLogitech | | Coppell | TX |
| | Prescriptive Data | | Allen | TX |
| | Presidio Coporation | | Fulton | MD |
| NEW | Print-O-Stat, inc. | | York | PA |
| | Prime Edge Tech | WOSB | Winchester | VA |
| | Probitas Tech | SDB, 8(a) | Harrisburg | PA |
| | Professional Video Systems | | SLC | UT |
| | Prologic ITS | | Acworth | GA |
| | ProSys Information Systems, Inc. | WOSB | Norcross | GA |
| | Protech Castle Rock | | Castle Rock | CO |
| | Proverbs Holdings, LLC | MBE | Kansas City | MO |
| NEW | Q Supply Global Back Office Support LLC | SDVO | Laramie | WY |
| | QC Tech Aid, L.L.C. | | MOLINE | IL |
| | Questinghound Tech | SB | Deerfield Beach | FL |
| | Quire Office Products LLC | MOSB | Long Beach | CA |
| | Raion Development | SDVOSB, MBE, DBE | Orlando | FL |
| | Ramco Rugged Portables | | Naples | FL |
| | Ray Morgan Company, dba United Reprographics | | Centennial | CO |
| | RCN Tecnologies | WOSB | Knoxville | TN |
| | REK Investment Group Inc. dba Advanced Presentation Systems | WOSB | Albuquerque | NM |
| | Ridgeline Technology | WOSB | Felto | CA |
| | Right Price IT | | Plain City | OH |
| | Riomar Group Ventures, Inc. | | Brooklyn | NY |
| | Round Tower | | Cincinnati | OH |
| | RP Pro, LLC | | Medina | OH |
| | RS Knapp Co Inc. | SBE | Lyndurst | NJ |
| | RTI Riverside Technologies, Inc. | | Omaha | NE |
| | Rugged Computing, Inc | | Anaheim | CA |
| | Rugged Development LLC | | Mesa | AZ |
| | Saitech Inc. | SDB | Fremont | CA |
| | Sam International Information Tech dba applied computer | MBE | San Jose | CA |
| NEW | Sandhill Consultants | | Melville | NY |
| | Sandoz Construction Solutions | SDVOSB, VOSB, Texas HUB | League City | TX |

| | Reseller | SBA Status | City | State |
|---|---|---|---|---|
| | SD3IT, LLC | HUBZone, EDWOSB, WOSB | The Villages | FL |
| | Securityhunter, Inc | | Baltimore | MD |
| | SenCommunications | WOSB, HUBZone | Tampa | FL |
| NEW | Seneca Biztek | NAO SDVO MO SB | Salamanca | NY |
| | Server Tech Supply | | Philadelphia | PA |
| | Seventh Genius | WOSB | Frisco | TX |
| | ShireWire Global Sales and Distribution LLC | | Easthampton | MA |
| | Shivark | | Fremont | CA |
| | Sierra Micro Products | SB | Anacortes | WA |
| | Sigmanet, Inc. / ConvergeOne, Inc | WOMOSB | Sanford | FL |
| | Signature Technology Solutions | SDB | Farmington Hills | MI |
| | SigNet Technologies dba Convergent Federal Solutions | | Beltsville | MD |
| | Simple Communications Technologies | | Harrisburg | NC |
| | SimplyNas | WOMOSB | Sanford | FL |
| | Simply Group II LLC DBA SimplyNAS | WOSB, MBE | Sanford | FL |
| NEW | Sirius (Federal) | LB | Crofton | MD |
| | Sirius Computer Solutions, Inc. | | San Antonio | TX |
| | Six Degrees Consulting | | Evanston | IL |
| | Smart Group Systems | SB | Richardson | TX |
| | SMS Tech Solutions | | Mint Hill | NC |
| | SNAP,INC | | Chantilly | VA |
| | Soccour Solutions, LP | | Plano | TX |
| | Software Information Resource Cor | HUBZone, WOSB | Washington | DC |
| NEW | Solid IT Networks | SB | Houston | TX |
| NEW | Sology Solutions | DBE MWBE SBE | Richardson | TX |
| | Solvix Solutions | WOSB, EDW | Marlton | NJ |
| | Solzon Corporation | | Westford | MA |
| | Sonasoft Corp | | San Jose | CA |
| | Spectrum Virtual | | Cheshire | CT |
| | SSA Technology | | Santa Clara | UT |
| | SSP Data | MB, SB | Richmond | CA |
| | Sterling Computers | WOSB | North Sioux City | SC |
| | Steven Enterprises, Inc. | WOSB | Irvine | CA |
| | Stock Bridge Consulting, LLC | HUBZone | Washington | DC |
| NEW | Strategic Communications | WOSB, SB | Kenosha | WI |
| | Stratix | | Norcross | GA |
| | Strictly Technology LLC | WOSB | Fort Lauderdale | FL |
| | Sun Management | | Arlington | VA |
| | Sunshine Computers and Software, Inc. dba Clarium Managed Services and | MBE | Miami | FL |
| | Superior communications | Small Business | Rockville | MD |
| | Supply Chimp | MOSB | New York | NY |
| | Switch Technologies Inc | | Rocky Point | NY |
| | Synactek | | Shelton | CT |
| | Synetic | SB, WO | Sacramento | CA |
| | Sysorex | | Herndon | VA |
| | Tanches Global Management Inc. | HUB, SBE,MBE,WBE | Sugar Land | TX |
| | Tano Logistics | HubZone | San Pedro | CA |
| | TASI, LLC | SBA certified 8(a), CVE verified SVOSB | Tucson | AZ |
| | TBNG Inc, d/b/a TBNG Consulting | | Milford | CT |
| | TechPower Solutions Inc | | Redmond | WA |
| | TechTrend | | Boise | ID |
| | Tekgration, LLC | WOSB, VOSB, SDVOSB | San Antonio | TX |
| | Teknique IT | | Huntington Beach | CA |
| | Telcion | | Turlock | CA |
| | Telecom Technologies, Inc. | SBE | Eagan | MN |
| NEW | Telos Corporation | | Ashburn | VA |
| | Telrepco | SBE | Wallingford | CT |
| | Tera Consuling | 8(a), EDWOSB, WOSB | Hicksville | NY |
| | Texexpro LLC | WOSB | Waco | TX |
| | The eConsortium Group | | Houston | TX |
| | The Lioce Group | | Huntsville | AL |
| | The Ray-Block Stantionary Co, Inc. | | Floral Park | NY |
| | The Repair Depot LLC | | Stillwater | OK |
| | The Teneo Group, LLC | | Winchester | VA |
| | Thermocopy dba Centriworks | | Knoxville | TN |
| | Think CP | SB | Irvine | CA |
| | Thomas Consultants GOTCI | MBE, SBE, LOSB | Memphis | TN |
| | Three Wire Systems | SDVOSB | Falls Church | VA |
| NEW | Thundercat Technology | SDVOSB | Reston | VA |
| | TJR Procurement, LLC dba TJR Global | Hubzone, MBE, WOSDB | Fort Myers | FL |
| | TKK Electronics | HUBZone | Milwaukee | WI |
| NEW | TM Television | | Carrolton | TX |
| | Tommy TQL | HUBZone, SB | Seattle | WA |

| Reseller | SBA Status | City | State |
|---|---|---|---|
| Topaz Engineering | | Hingham | MA |
| Totowa Systems | SB | Totowa | NJ |
| TRACE3 | | Irvine | CA |
| Trade Products | SB | Fairfax | VA |
| Transource Computers | | Phoenix | AZ |
| Trinity Innovative Solutions, LLC | | Little Elm | TX |
| TriOrb Solutions | SDVOSB, HUBZone | Winter Park | FL |
| TSM Consulting Services, Inc | | Rockwall | TX |
| Tunny LLC | | Morgantown | WV |
| TVAR Solutions LLC | | McLean | VA |
| TVS Pro d.b.a. TV Specialists, INC | | Salt Lake City | UT |
| TwoTrees Technologies LLC | | Wichita | KS |
| United Data Technologies, Inc. (UDT) | | Miramar | FL |
| United Reprographic Supply DBA Ray Morgan Company | | Centennial | CO |
| Universal Info Systems | | Edinburg | TX |
| Vandis Inc. | | Albertson | NY |
| vCloud Tech Inc. | | Rolling Hills Estates | CA |
| Veratics, Inc. DBA GoVets | SDVOSB | Indian Harbor Beach | FL |
| Verteks Consulting, Inc | | Ocala | FL |
| Vestige IT | SDVOSB | Surrey | ND |
| VetMed Group, LLC | | New York | NY |
| ViewTech | WBE, WOSB, HUBZone | Southlake | TX |
| VineSTAR Technology Group | | Yucaipa | CA |
| Vion | SVOB | Herndon | VA |
| Viperline Solutions | | Leeds | AL |
| Virtual Graffiti, Inc | | Irvine | CA |
| Vista IT Systems Inc | WOSB | Medina | OH |
| VLR Enterprises, Inc. dba VDC Technologies | | Jacksonville | NC |
| Voit Telecommunications | WOSB | Merritt Island Florida | FL |
| Vology, Inc | | Clearwater | FL |
| VPLS | | Orange | CA |
| Washington Computer Service | | New York | NY |
| Washington Office Interiors | HUBZone, WOSB, EDWOSB | SIlver Spring | MD |
| WECsys LLC | | Brooklyn Pk | MN |
| Westwind | SB, HUBZone, WOSB, MBE | Albuquerque | NM |
| WholePoint Systems LLC | SB | Reston | VA |
| Widepoint | | Fairfax | VA |
| Wildflower International | WOSB | Santa Fe | NM |
| Williams Software Associates Corp | SDVOB | Raleigh | NC |
| Wisecom Technologies | | Lanham | MD |
| WorkInnovators | SBE/WBE/WOSB/HUB | Lewisville | TX |
| World Wide Technology Inc. (WWT) | | Saint Louis | MO |
| WrightCore, Inc | | Franklin | TN |
| XenTegra | WBE, DBE, VOSB | Grand Junction | CO |
| Xerex Network Technologies | SB | Los Angeles | CA |
| XNT Systems | | Los Angeles | CA |
| Xtek Partners | | Columbus | OH |
| Zaphyr Technologies | MBE, SBE | Parsippany | NJ |
| ZDAAS, LLC | WOSB, SMB, HUBzone | Baltimore | MD |
| Zeno | | Tampa | FL |
| Zepol Productions Inc. DBA Altnet | | Costa Mesa | CA |
| Zunesis | | Englewood | CO |

# SYNNEX Corporation's GSA Line Card

updated 06/25/2021

***GSA MAS Contract 47QTCA19D00MM Expires 09/26/2024*** ***GSA@SYNNEX.com***

3M
7SIGNAL Inc.
Absolute Software
Accortec
ADATA Technology
Add-On Computer
Adesso
Aegex Technologies
Agosto, Inc
Airgain
ALE USA – Alcatel
Allied Telesis **
APC
Apricorn
ATDEC
ATEN
ATS – Alternative Technology Solutions
Autel Robotics
Avocor
AVTEQ
Axiom
B+B Smartworx
Barracuda Networks **
Belkin
BenQ
Bitglass
Black Box Network Services
BrainBoxes Ltd
Bretford Manufacturing
Bridge Communications
Brother Int'l
BTI
Buffalo Americas
C2G
Capsa Healthcare
Casio
Centon Electronics
Check Point Software Technologies
Cherry Americas
Chief Manufacturing
Christie Digital
Cigent
Cinemassive
CI - Computer Instruments
Computer Security Products
CoNarrative
Contex America **
Cradlepoint **
CRU-Dataport
CyberPower
D&R Electronics
Da-Lite
Das Keyboard
Datacore Software
Dataram Corp
DH2i
D-Link
Digi International
Digitalware
Durabook
Eaton
Edge Memory
Edgewave
Encore Networks
ENET Solutions
Engenius
Enovate Medical
Envoy Data
Ergotech Group, Inc.
Ergotron
Erwin
Evault
Evoluent
Evolve III
Fellowes
Firemon
Formax
FujiFilm
Getac
GFI Software
Global Knowledge
Goldtouch
Gvision
GVS (Getac Video)
HID Global
HP Enterprise **
HP Inc **
HSM of America
Humanscale
HyperSign
Hyundai IT
Hyve
iKey
Infortrend
Innovative Office
***<NEW>*** Incipio
IOGear
iStarUSA
iStorage
ITG
IX Systems
Ixia, A Keysight Business
Kantek
Kensington
Kinesis Corp
***<NEW>*** Kramer
Laplink
Lenovo
Lexmark
LG Electronics
LifeSize **
Lind Electronics
Link Depot
Logitech
Mainpine
Make Sense
Man and Machine
Mellanox
microMICR
MicroPac Technologies
Microsoft Surface **
Mirantis (Docker) **
MobileDemand
MobileMark
Mobile Tech
MooreCo, Inc
Moshi
MultiTech
MyCena
NanoLumens
NCP Engineering
Netgear
Netmotion Wireless
Netsurion
Novastar
Nvidia Corp
Obsidian Integration
One World Touch
Otter Products
Overland Storage
Paessler
Palo Alto Networks (SLED only)
Panasonic **
Panasonic iPRO SSA
Paragon Software
Parsec
Patrol PC
PC Matic
Peripheral Logix
Pivot 3 Inc.
Planar
Plantronics
Powergistics
Premium Compatibles
Prestige International
PrinterLogic
Printronix AutoID
Promise Technology
Protec Scientific
Qlogic
QNAP
Quantum
Quark
RapidDeploy
ReadyDock
RedyRef
Retrospect
Roqos
Ruckus Wireless **
Samsung
Sangoma (Digium)
Seagate
Seal Shield
Sharegate
SimplyNUC
SIOS
SKB (Stephen Gould)
SMK-Link
Sony Corp
SpacePole, Inc.
StarTech.com LTD.
StorageCraft
Stratus
SunBrite TV
Synchrotech
SYNNEX Corp
SYNNEX PrintSolv
TAG Global
Targus
Team One Networking
Texthelp
The Joy Factory
Total Micro Technologies
Transcend
***<NEW>*** TRENDnet
Tritech Forensics
Tripp Lite
Troy Group
Unirise
Unitech
Veracity
Verbatim Americas
Vertiv
Viewsonic
Visioneer
VS and Associates
VXL Instruments
Wasp Barcode Technologies
Watchguard **
West Point
Williams Software (Smartrack) **
Wireless Guardian
Xerox
Zebra **
Zyxel Corp.

***** requires special authorization***

**ATTACHMENT NO. 6**

# RESOLUTION NO. 2021-100

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2021, AND ENDING JUNE 30, 2022 (2021 STATE BUDGET FUNDING AB 170/RECOVERY FUNDS)**

**WHEREAS**, the City Manager, on or about June 15, 2021, submitted to the City Council a proposed budget for the appropriation and expenditure of funds for the City for West Covina for Fiscal Year 2021-2022; and

**WHEREAS**, following duly given notice and prior to budget adoption, the City Council held public meetings, receiving, considering, and evaluating all comments, and adopted a budget for the fiscal year commencing July 1, 2021, and ending June 30, 2022; and

**WHEREAS,** amendments must periodically be made to the budget to conform to changed circumstances following adopting of the budget.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1**. The City Council hereby approves Budget Amendment No. 100, attached hereto as Exhibit A, related to the 2021 California State Budget AB 170 and Recovery Funds adjustment.

**SECTION 2**. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

**APPROVED AND ADOPTED** this 19th day of October 2021.

Letty Lopez-Viado
Mayor

**APPROVED AS TO FORM**

Thomas P. Duarte
City Attorney

**ATTEST**

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-100 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 19th day of October 2021, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Lisa Sherrick
Assistant City Clerk

Exhibit A

| | |
|---|---|
| CITY OF WEST COVINA<br>**BUDGET AMENDMENT** | **BA #** 022<br>Posted By:<br>Date Posted: |

Date: 10/19/2021
Requested by: Vincent Capelle
Dept/Div: Fire Department

Fiscal Year: 2021-2022
Amount: $350,000.00
Description: Reallocate Funding for Fire fleet vehicles and add AB 170 Funding

***EXPENDITURES***

| Account Number | Dept/Account Description | Current Budget | Proposed Amendment | Amended Budget |
|---|---|---|---|---|
| 22019.179.7900 | Self-Contained Breathing | $1,200,000 | $ (150,000.00) | 1,050,000.00 |
| 179.80.7003.7900 | CIP - MISCELLANEOUS | | | - |
| 22021.179.7900 | Ladder Truck | $1,700,000 | $ 140,000.00 | 1,840,000.00 |
| 179.80.7003.7900 | CIP - MISCELLANEOUS | | | - |
| 22020.179.7900 | Pumper Fire Truck | $1,800,000 | $ 10,000.00 | 1,810,000.00 |
| 179.80.7003.7900 | CIP - MISCELLANEOUS | | | - |
| 22010.179.7900 | Fire Station Repairs | $4,957,837 | $ (136,252.33) | 4,821,584.67 |
| 179.80.7003.7900 | CIP - MISCELLANEOUS | | | - |
| 22022.179.7900 | Project Ambulances | $420,000 | 136,252.33 | 556,252.33 |
| 179.80.7003.7900 | CIP - MISCELLANEOUS | | | - |
| 22020.232.7170 | Pumper Fire Truck | - | 350,000.00 | 350,000.00 |
| 232.32.3210.7170 | VEHICLES & MOBILE EQUIPMENT | | | - |
| | | | | - |
| | | | | - |
| | | | | - |
| | | | | - |
| | | | | - |
| | | | | - |
| | | | | - |
| | | | | - |
| | | | | - |
| | | | | - |
| | | $10,077,837.00 | $350,000.00 | $10,427,837.00 |

***REVENUES***

| Account Number | Account Description | Current Budget | Proposed Amendment | Amended Budget |
|---|---|---|---|---|
| 232.00.4521 | STATE GRANT | $0.00 | $350,000.00 | 350,000.00 |
| | | | | - |
| | | | | - |
| | | | | - |
| | | | | - |

REASON/JUSTIFICATION (Please be specific)

To appropriate revenues and expenditures for the 2021 California State Budget funding (AB 170) $350,000.00 West Covina Fire Department Fire Engine, direct funding, not previously identified or budgeted as approved by city council on 10/19/2021 and reallocate Recovery project funding.

**APPROVALS**

City Council Approval Date (if required, attach minutes): _____ ☐ Approval Not Required

Dept Head Approval: _____ Date: _____

Finance Director: _____ Date: _____

Funds Available? ☐ Yes ☐No

City Manager: _____ Date: _____
(if over $100,000)

☐ Approved ☐ Denied

# AGENDA STAFF REPORT

**City of West Covina | Office of the City Manager**

**DATE:** October 19, 2021

**TO:** Mayor and City Council

**FROM:** David Carmany
City Manager

**SUBJECT: CONSIDERATION OF A MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT, GENERAL PLAN AMENDMENT NO. 20-03, ZONE CHANGE NO. 20-04, PRECISE PLAN NO. 20-48, TREE REMOVAL PERMIT NO. 21-12, TENTATIVE PARCEL MAP NO. 83444, AND DEVELOPMENT AGREEMENT NO. 21-01 TO RE-PURPOSE AN EXISTING 177,240 SQUARE FOOT BUILDING AS AN AMAZON DELIVERY STATION AT 1211 BADILLO STREET**

**RECOMMENDATION:**

It is recommended that the City Council conduct a public hearing, and thereafter adopt the following resolutions:

**RESOLUTION NO. 2021-103 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, CERTIFYING THE MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT FOR GENERAL PLAN AMENDMENT NO 20-03, ZONE CHANGE NO. 20-04, PRECISE PLAN NO. 20-48, TENTATIVE PARCEL MAP NO. 83444, AND DEVELOPMENT AGREEMENT NO. 21-01, PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT OF 1970, AS AMENDED.**

**RESOLUTION NO. 2021-106- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT NO. 20-03 TO CHANGE THE GENERAL PLAN DESIGNATION AT 1211 E. BADILLO STREET FROM CIVIC: PUBLIC INSTITUTION TO INDUSTRIAL**

**RESOLUTION NO. 2021-104- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING PRECISE PLAN NO. 20-08 AND TREE REMOVAL PERMIT NO. 21-12 AT 1211 E. BADILLO STREET**

**RESOLUTION NO. 2021-105 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING OF TENTATIVE PARCEL MAP NO. 83444 AT 1211 E. BADILLO STREET**

It is recommended that the City Council conduct the public hearing and then introduce, by title only, further reading waived, the following Ordinances:

**ORDINANCE NO. 2489 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING ZONE CHANGE NO. 20-04 TO CHANGE THE ZONING DESIGNATION AT 1211 E. BADILLO STREET TO MANUFACTURING (M-1)**

**ORDINANCE NO. 2490 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA APPROVING DEVELOPMENT AGREEMENT NO. 21-01, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WEST COVINA AND AG WEST COVINA OWNERS LLC FOR THE DEVELOPMENT OF THE AMAZON DELIVERY STATION DAX9 PROJECT**

**BACKGROUND:**

Amazon Inc., through its development partner, Greenlaw Partners, is proposing to repurpose an existing 177,240 square foot building, currently occupied by Faith Church, for use as a last mile delivery station. Delivery stations power the last mile of the order fulfillment process and help speed up deliveries for customers. Packages are transported to delivery stations via trailer trucks (18 wheelers) from larger Amazon fulfillment centers and are sorted, picked, and loaded into delivery vehicles. The packages would go through the following process:

(1) enter the facility through the loading dock positions
(2) be sorted from a conveyor area
(3) be stored on mobile "Baker Racks"
(4) be rolled to the delivery van loading area

The delivery station would be located on the 21.22-acre site situated north of Badillo Road and south of San Bernardino Road. The applicant is proposing to change the building address from 1211 East Badillo Street to 1200 East San Bernardino Road as part of this

application.

| ITEM | DESCRIPTION |
|---|---|
| **GENERAL PLAN AND ZONING** | General Plan - Civic: Public Institution<br>Zoning - SP-11: Faith Community Church |
| **SURROUNDING LAND USES AND ZONING** | North: San Bernardino Road and multi-family residences. RD - Multi-family zone in the City of Covina<br><br>South: Badillo Street and single-family residences. R-1 - Residential Single Family zone<br><br>East: Multi-family residences (Lark Ellen Village). MF-20 - Residential 20 du/acre zone<br><br>West: Various industrial, commercial, and retail uses. M-1 - Light Manufacturing zone in the City of Covina |
| **CURRENT DEVELOPMENT** | The site consists of a 177,440-sf industrial building centrally located and surrounded by paved surface parking lots to the west, east, and south and mature landscaping throughout the site. A small playground adjoins the building to the east.<br><br>The building was built in the 1960s and was used by Honeywell Corporation and Hughes Aircraft/Electronics. Industrial operations moved from the area in the 1990s and the property was purchased by Faith Church and associated private school |

**Planning Commission Review:**

On September 28, 2021, the Planning Commission held a public hearing on the subject project. After deliberating and receiving public comments, the Planning Commission continued the Item to October 4, 2021 in order to give the applicant time to reach out to the neighbors and prepare a presentation which addressed all the questions and concerns raised. During the public hearing, one member of the public spoke in support of the project and 12 members of the public spoke in opposition with concerns pertaining to traffic, noise, and Amazon's labor practices.

The Planning Commission held a continued public hearing on October 4, 2021. During the meeting 17 individuals spoke in favor of the project, 3 individuals spoke with neutral perspectives, and 11 individuals spoke in opposition of the project. Those who spoke in opposition of the project expressed concerns pertaining to increased traffic, noise, air quality, and Amazon's labor practices. In addition, the individuals in opposition felt that public notification for large projects should be sent to a wider radius; far greater than the 300-foot radius required by State law.

The applicant expressed their willingness to work with the representatives of Lark Ellen Village and agreed to add the following implementation conditions to the Development Agreement that Lark Ellen Village requested:

- The Project shall install a sound barrier in the form of a 12-foot high masonry wall along the entire length of the Project's eastern property line. Any landscaping that is removed to install the wall shall be replaced.
- The Project shall comply with external lighting standards and limitations that the Property has been subject to since the implementation of Specific Plan-11, if such standards are more restrictive that the proposed lighting.
- Any light pole replaced along the property line with Lark Ellen Village shall be no taller than existing light poles along the property line with the Lark Ellen Village and shall contain shields to ensure lighting is directed away from Lark Ellen Village.
- The operator shall prohibit smoking and playing music in cars or vans with the windows open or otherwise outside within fifty (50) feet of the eastern property line.
- No speakers or megaphones shall be used on the exterior of the Property in excess of thresholds outlined in the MND, except in the case of emergencies.
- The operator shall offer all employees the option of setting aside up to $270/month of their before-tax pay to be used to subsidize alternative transportation expenses. The operator shall also offer preferential parking for car/vanpools close to the building entrance with the number of available spaces varying by demand. The operator shall provide kiosks/bulletin boards where transit and ridesharing options are posted. The operator shall provide a ride matching platform such as Waze and assign an employee transportation coordinator to encourage the use of alternative transportation options.

The Planning Commission voted 5-0, recommending that the City Council certify the Mitigated Negative Declaration of Environmental Impact, and approve the Precise Plan, Tentative Parcel Map and Development Agreement with the following revisions to the operational conditions:

- Revise Development Agreement Section 11. C. i. to include the vehicle trip limitations for the Peak Season identified in the IS/MND and add language that includes a penalty if allowable trips are exceeded with an option for injunctive relief
- Prohibit off-site parking
- Prohibit the use of drones
- Ensure that van queuing and drive aisles are at least 3 parking spaces away from the Lark Ellen Village shared property line
- Amend development agreement so that compensation to the City is for the twenty-year term of the development agreement
- Revise Development Agreement to require operator to provide the City a list of all consultants and contractors (including self-employed drivers)
- Limit vehicle idling
- Limit the hours of operation for the van parking area

These conditions were added to address concerns brought up by the public and individual members of the Commission during the hearing. While the draft Development Agreement contained a condition relative to the number of allowed daily trips, the Commission felt the condition needed to be strengthened to address traffic during Amazon's peak season which runs from Thanksgiving through the end of December. Staff also recommended including language that would ensure the peak season employees would be required to park on-site.

While the condition regarding the location of the queuing or staging area will ensure the staging area is not moved in the future, the proposed plan indicates the staging area will be directly adjacent to the building which is approximately 180 feet from the east property line. In addition, since the applicant indicated that all the delivery vans would return to the site by 10 p.m. and there would be no activity in the van parking lot after 10 p.m., the Commission felt a condition of approval should be included to ensure this is implemented.

The Commission also felt that since the Development Agreement only provided compensation for 10 years the length of the Development Agreement should be 10 years instead of 20 years.

The Planning Commission voted 3-2, recommending that the City Council adopt an Ordinance approving the General Plan Amendment and Zone Change. Commissioners Lewis and Heng made the dissenting votes because of concerns that changing the General Plan designation to industrial and changing the Zoning to manufacturing would have potential negative impacts on the surrounding area if the use changes after the Development Agreement expires.

**DISCUSSION:**

**General Plan Amendment:**

The project includes a request for a General Plan Amendment (No. 20-03) to change the land use designation from Civic: Public Institution to Industrial. The Civic: Public Institution land use designation was placed on the property to accommodate Faith Church and related school. The land use designation of Industrial permits intensive manufacturing, processing, warehousing and similar uses, as well as light, clean industries, and support offices. The designation also allows workplace-serving retail functions and work-live residences where such secondary functions would complement and be compatible with industrial uses. Industrial land uses are primarily composed of large-scale buildings. The project is consistent with the proposed designation.

The project is consistent with the following General Plan policies:

- Our Prosperous Community Policy 2.1 Maintain and enhance the City's current tax base

*The project site is currently owned by Faith Church, which as a nonprofit entity, is exempt from paying property tax. An Industrial land use designation will place the property on the tax rolls which the City will receive its portion of property taxes. In addition, the potential loss in sales tax revenues from Amazon will be addressed by the Development Agreement.*

- Our Prosperous Community Policy 2.8 Build economic development capacity

*The development of the project will provide job opportunities for residents and increase business to the surrounding area.*

**Zone Change:**

The project includes a request for a Zone Change (No. 20-04) from SP-11 – Faith Community Church to Manufacturing (M-1). Per the City's Municipal Code Section 26-542, the purpose of the manufacturing zone is to classify and set standards for those industrial and incidental commercial facilities which are of moderate to heavy intensity and have no objectionable or obnoxious effect on any adjacent property. The developmental and operational standards are intended to provide compatibility with and protection to surrounding properties by minimizing traffic congestion, noise, glare, vibration, emission of odorous, toxic or noxious matter, and to provide adequate off-street parking, landscape buffering, and the proper placement of buildings.

**Precise Plan:**

The applicant has filed for a Precise Plan for the site layout, landscaping, lighting, and architecture for the project. Detailed plans for each of these components can be found on the Planning Division web page under Projects and Environmental Documents. The link to the on-line plan set is provided below under the section entitled Large Attachments.

The proposed building improvements include demolition of portions of the exterior tilt up walls and existing storefront to accommodate additional dock door openings and new roll up drive in/drive out van doors. Eight new loading dock spaces/doors (at a higher height than existing doors (west elevation) and six new exterior overhead van doors (north and south elevations) would be installed.

Construction work would include structural improvements, electrical, mechanical, plumbing, and overall site work. Interior modifications would include demolition of interior walls. Exterior property work would include removal of the playground area, pavement re-striping, new directional striping and reconfiguration of the parking layouts, new smoker shelter at the north/east corner of the building, a new ride-share shelter west of the building, standard site directional and operational signage, and building mounted signage. A separate sign permit will be required for any new signage.

*Fencing/Walls*

Two 12-foot high screen walls would be constructed, one south of the loading dock area (525 feet including a 26-foot wide gate) and one north of the loading dock area (271.9 feet including a 26-foot wide gate). These walls are proposed to mitigate sound from the loading dock area. The material for the 12-foot-high walls includes a standard concrete masonry unit, which is to be painted a matching color to the main building.

New site fencing and gates would be located around the employee parking area on the west side of the building. No new fencing or gates will be installed around the perimeter of the site except along the easterly property line. The applicant has agreed to construct a 12 foot tall wall along the easterly property line with Lark Ellen Village and to replace any landscaping removed in the construction of the wall. The City Engineer would need to approve the wall to ensure the wall does not interfere with the line of sight of vehicles exiting the site.

*Landscaping*

The landscape design is proposed to bring the site into closer conformance with the State's Model Water Efficient Landscape Ordinance (MWELO). Renovation of the site would include removal of high-water use, trees, and shrubs. The proposed new landscape plant pallet includes a mix of drought tolerant shrubs, grasses, and ground cover, as well as a variety of shade trees to be used throughout the parking area and around the perimeter of the site. The site will include 230 trees including the existing trees that will remain. Based on the gross site area of the lot, the code requires 8% of the lot be landscaped. The proposed landscape plan provides for 15% landscape coverage.

*Lighting*

All existing light poles would be removed and new fixtures, pole bases, light poles, and building mounted lighting would be installed in accordance with City lighting requirements and illumination standards. Except for the light poles along the easterly property line, the new light poles will be 25 feet in height.

A section of the existing light poles along the east property line are shorter than the light poles in the interior parking area. The applicant agreed to limit the height of any light pole replaced along the property line with Lark Ellen Village to no taller than the existing light poles and to provide shields to ensure lighting is directed away from Lark Ellen Village.

Lighting around the perimeter of the property includes house-side shields, except for entrances/exits on the south side of the property. The proposed shields are simple shutters around the Light- Emitting Diode (LED's) that limit light thrown backwards. The existing light poles along the east property line adjacent to Lark Ellen Village currently utilize house shields and as noted above new shields will be installed when the light poles are replaced. The proposed house shields will allow the project to adhere to the City code requirement that any areas adjacent to residential uses are restricted to 0.5-foot candles at the property line.

*Architectural Design*

The architectural style and color of the building will remain the same. The new van overhead doors on San Bernardino Road and Badillo Street will be black aluminum to match the existing frontage.

*Operational Overview*

There are three types of jobs at the delivery station. Amazon employees, which include associates that help with sorting packages inside the delivery station and managers who manage the sorting process. Delivery Service Partners (DSP) are entrepreneurs who have launched their own small business delivering packages on behalf of Amazon. DSPs operate out of Amazon's delivery stations and employ delivery drivers who deliver Amazon packages utilizing Amazon vans. Flex drivers are independent contractors that use their own vehicles to deliver packages.

The delivery station would operate 24 hours a day, 7 days a week to support delivery of packages to customer locations between 11:00 AM and 10:00 PM. Employee and delivery shifts are designed to avoid typical commuting peak periods.

Typically, line-haul trucks would deliver packages from a sorting facility about 20 miles southeast of the site. A total of 14 line haul trucks would deliver packages to the delivery station. Four would enter the site between the hours of 7:00 a.m. and 7:00 p.m. with the remaining trucks arriving and leave between the hours of 7:00 p.m. and 7:00 a.m. Most trucks would arrive and depart after the evening commuting peak period and before the morning peak commuting period. The remainder would be spread throughout the day. These trucks would be required to stay on the designated truck routes.

Delivery van drivers (DSP) would enter the site in the morning and park their vehicle in the van driver parking lot located southwest of the building. They would then pick up a van in the van parking lot area (south and east portions of the site) and would drive to the staging and loading area to load their packages to deliver. Once the delivery is complete, drivers would return to the site, park the van back in the van parking lot area, then leave using a personal vehicle or public transport. Returning delivery vans would enter the site from Badillo Street or the easterly most driveway on San Bernardino Road.

One hundred forty-two (142) delivery vans would load and depart from the station on San Bernardino Road at the rate of 36 vans every 20 minutes to facilitate a regulated traffic flow into the surrounding area. The first wave of delivery vans would leave the station around 10:00 AM. The departure window is designed to mitigate impacts on rush hour periods. Approximately 8 to 10 hours after dispatch, delivery routes are then complete and the vans return to the station between 7:00 PM and 10:00 PM. After the check-out and release of all delivery vehicles, delivery station Amazon associates prepare the delivery station for the next day's packages. The actual number of packages delivered from the station varies some throughout the year and by day of week.

Flex (independent) drivers will also deliver packages from the project site. Amazon anticipates approximately 45 traditional passenger vehicles entering the facility staggered between 4:30 PM and 6:00 PM. Flex Vehicles would load and depart every 15 minutes. Flex vehicles would enter and exit from Badillo Street.

*Circulation/Traffic*

The site is accessed from Badillo Street and San Bernardino Road. There are four existing driveways on Badillo Street. The two westernmost driveways on Badillo Street have full access with left turn lanes carved from the landscape median. The other two are restricted to right turns. All three driveways on San Bernardino Road currently have full access, but none feature a left turn lane from San Bernardino Road. The easternmost of these driveways would be restricted to right turns and the middle driveway on West San Bernardino Road would be relocated to the west to operate as an exclusive exit only for delivery vans. Delivery vans would be able to exit eastbound or westbound San Bernardino Road.

The westerly most driveway, on San Bernardino Road, is to be relocated to align with Cutter Way and a new left turn pocket and a traffic light would be installed on San Bernardino Road. This will allow line-haul trucks approaching from the east to move out of traffic lanes before making a left turn into the delivery station. All line-haul trucks would access the site traveling westbound and would make a left turn into the westerly most driveway. All trucks would arrive and depart to the east. The new left turn pocket will likely require the removal of street parking on the south side of San Bernardino Road along the project frontage.

San Bernardino Road in front of the proposed delivery station is located in the City of Covina. The applicant has met with the city to discuss the project and the proposed traffic light and Covina is supportive of the new traffic light as noted in their comment letter on the Mitigated Negative Declaration. Permits for any improvements on San Bernardino Road would be issued by Covina.

*Parking/On-Site Circulation*

Existing parking areas would be re-striped, and barriers would be erected to separate truck traffic from passenger traffic beyond the westernmost driveway to West San Bernardino Road. A total of 811 parking spaces would be provided — 185 for passenger vehicles and 626 for vans. Eight loading docks for line haul trucks are to be located on the west side of the building. A hardscape (or partially paved) courtyard on the east side of the building would be converted to stage delivery vehicles prior to entering the south side of the building for loading. Delivery vehicles would enter the building from the south side from the staging area and exit the site on the north side at San Bernardino Road. See Exhibit A on Attachment No. 7 for a site layout.

*Tree Removal Permit*

A Tree Removal Permit is required for the removal of significant trees on-site, pursuant to Section 26-289 of the West Covina Municipal Code. Significant trees are defined as Oaks or Sycamores 6" or more in diameter; any tree species located in the front yard that is 12" or more in diameter. With the relocation of the westerly most driveway on San Bernardino Road to align with Cutter Way, three large Ficus trees will need to be removed east of the existing driveway. The three Ficus trees are 29.5, 24, and 24.5 inches in diameter.

**Tentative Parcel Map**

The project site consists of two separate lots and the proposed project includes a Parcel Map (No. 83444) in order to combine the two existing lots into one.

**Development Agreement**

The applicant and the City of West Covina intend to enter into a Development Agreement under the authority of California Government Code sections 65864 through 65869.5 to vest applicants' rights to development and to provide to City commitments for enhanced community benefits.

The Development Agreement proposes a total community benefit payment of $4 million dollars ($1 million due within 30 days after effective date of Development Agreement, $1 million due prior to issuance of final certificate of occupancy for the tenant, and $200,000 per year for ten years). This payment will help offset the fact that the delivery station will not generate sales tax for the City. In addition, since the project does not require a Conditional Use Permit, which would allow the City to place conditions on the operational aspects of the delivery station, operational conditions will be made part of the Development Agreement.

The operational and implementation conditions (including the ones that were added after the first Planning Commission hearing) are provided below in one comprehensive list.

1. Per the Traffic Impact Study conducted by NV5 and the Initial Study/Mitigated Negative Declaration document, the facility shall not generate more than 914 trips per day (602 passenger vehicles, 284 delivery vans, and 28 tractor-trailer trucks). The facility operator shall retain the services of a Traffic Engineering firm on the City's list of service providers to conduct an annual 72-hour (consecutive) driveway count recording all trucks, vans, and passenger vehicles going into and out of the seven driveways serving the site (three on San Bernardino Road and four on Badillo Street). The driveway count occurrence shall take place during the calendar year of every year the development agreement is in full effect. The Driveway Count report shall be submitted directly to the City by the Traffic Engineering firm. If the operations exceed the number of allowable trips per day, the City and Property Owner shall meet, develop and implement a resolution satisfactory to both parties.
2. The operator shall maintain a complaint hotline on a 24/7 status and shall post a publicly visible sign with the 24/7 hotline telephone number, email address, and contact person's name where complaints about the operation of the facility can be received. The operator shall maintain a written log of all complaints and actions taken in connection with the complaints and to inform complainants of the actions taken. The operator shall provide to the City within ten (10) days of receiving a written request for such information from the City a report of complaints received within the prior 6 months and actions taken in response.
3. Should any product delivery truck or van's California OSHA required back-up warning alarm disrupt the peaceful quality of life for adjoining residents to the property, beyond the thresholds set forth in the MND, the business operator shall diligently pursue operational changes or vehicle alarm modification to reduce and/or eliminate any disturbing noise heard by adjoining residents.
4. The operator shall ensure that the left turn pocket on San Bernardino Road shall not have more than one tractor-trailer truck waiting to turn on to the property in any given time. Should the left turn pocket/lane have more than one truck in queue that traffic is backed-up and becomes a problem, the operator shall diligently work with the City of Covina and West Covina to resolve the issue. The operator shall be responsible for reimbursing the impacted cities for the cost of enforcement (staff time including police officers and/or code enforcement officers). If traffic becomes an ongoing issue/problem due to trucks crowding the left turn lane, the City and Property Owner shall meet, develop and implement a resolution satisfactory to both parties.
5. The public and/or customers shall not be allowed to pick up packages on the site at any time.
6. The operator shall ensure that all individual consultants, contractors, and/or self-employed drivers maintain a City business license.
7. The operator shall, in good faith, purchase supplies and services from City of West Covina based businesses and request all consultants and contractors to patronize City of West Covina businesses in performing their tasks, including the purchase of fuel for delivery vans.

8. The Project shall install a sound barrier in the form of a 12-foot high masonry wall along the entire length of the Project's eastern property line. Any landscaping that is removed to install the wall shall be replaced.
9. The Project shall comply with external lighting standards and limitations that the Property has been subject to since the implementation of Specific Plan-11, if such standards are more restrictive that the proposed lighting.
10. Any light pole replaced along the property line with Lark Ellen Village shall be no taller than existing light poles along the property line with the Lark Ellen Village and shall contain shields to ensure lighting is directed away from Lark Ellen Village.
11. The operator shall prohibit smoking and playing music in cars or vans with the windows open or otherwise outside within fifty (50) feet of the eastern property line.
12. No speakers or megaphones shall be used on the exterior of the Property in excess of thresholds outlined in the MND, except in the case of emergencies.
13. The operator shall offer all employees the option of setting aside up to $270/month of their before-tax pay to be used to subsidize alternative transportation expenses. The operator shall also offer preferential parking for car/vanpools close to the building entrance with the number of available spaces varying by demand. The operator shall provide kiosks/bulletin boards where transit and ridesharing options are posted. The operator shall provide a ride?matching platform such as Waze and assign an employee transportation coordinator to encourage the use of alternative transportation options.

In addition, the Development Agreement also requires the applicant to work with the West Covina Unified School District, Covina Valley Unified School District, Rowland Unified School District to establish an apprenticeship/internship program to assist high school programs in career development.

**Community Outreach**

A neighborhood meeting, utilizing an on-line webinar format, was held on August 30, 2021. In addition to the neighborhood meeting, the applicant has conducted further community outreach. As noted in the attached Summary of Community Outreach (Attachment No. 8) approximately 200 invitations with project information were sent to homes within the city's 300-foot notification radius. Contact information was included for residents to call or email the Amazon project team directly with questions. Additionally, the applicant has indicated that Amazon project team personally walked Elgenia Ave. to invite homeowners, answer questions and provide additional information. In addition to the project team, there were 14 total attendees; 6 were neighbors, 2 represented the Lark Ellen Apartment community property management company, the balance were from the city or its environmental consultant at the neighborhood meeting.

All letters from the public received by the City prior to the October 4th Planning Commission meeting has been included in this report as Attachment No. 9.

**REQUIRED FINDINGS**

**Precise Plan:**

The following findings are required to be made in order for the Planning Commission to approve or recommend approval of the Precise Plan:

*a. The proposed development plans and the uses proposed are consistent with the General Plan and any applicable specific plan.*

The City's General Plan Land Use Element designates the subject property for Civic: Public Institution. The proposed land use designation is Industrial. The development of an Amazon Delivery Station will provide job opportunities for residents and increase business to surrounding area. In addition, the property is currently owned by Faith Church which as a nonprofit entity is exempt from paying property tax. An Industrial land use designation will place the property on the tax rolls which the City will receive its portion of property taxes. In addition, the potential loss in sales tax revenues from Amazon will be addressed by the Development Agreement.

The project is consistent with the following General Plan policies:

- Our Prosperous Community P2.1 Maintain and enhance the City's current tax base
- Our Prosperous Community P2.8 Build economic development capacity

*b. The proposed development is consistent with adopted development standards for the zone and complies with all other applicable provisions of the Municipal Code.*

The project includes a request for a Zone Change (No. 20-3) from SP-11 – Faith Community Church to Manufacturing (M-1). The proposed project will revitalize and modernize an existing 177,440 square foot building and make improvements to an existing parking lot that surrounds the building on three sides. New light standards with house shields to prevent lighting spill over to adjacent properties including the residential units to the east are proposed. In addition, new water efficient landscaping is proposed.

As proposed and conditioned, the project will comply with all development standards within the Manufacturing zone including landscape setbacks from adjacent residential uses, lighting, building height, setbacks, and parking.

*c. Granting the permit would not be detrimental to the public interest, health, safety, and welfare and would not unreasonably interfere with the use or enjoyment of property in the vicinity of the subject property.*

The proposed project will re-purpose an existing building and parking lot for use as an Amazon Delivery Station. The existing 177,440 square foot building is located in the center of a 21.22 acre site. Residential uses are located north, south, and east of the site. The residential uses located north and south of the site are separated from the property by Badillo Street or San Bernardino Road which are 4-lane streets which will help minimize noise from the facility. In addition, the project includes the construction of two 12 foot high walls around the loading

dock area located on the west side of the property to minimize sound to the surrounding properties.

The residential units located to the east of the site directly abuts one of the parking lots for the facility. This parking lot will be utilized for delivery van storage as well as a staging area where the vans stage before moving inside the building to load. A 6 foot wide landscape planter will be maintained along the east property line and new screen trees will be added to fill in any gaps in the existing landscape screen on the adjacent property.

The Mitigated Negative Declaration prepared for the project studied both traffic noise and on-site operational noise sources such as back-up alarms and determined no significant environmental impact would occur. The project as designed and conditioned will be compatible with the uses within the vicinity and would not be detrimental to the public interest, health, safety, and general welfare and would not unreasonably interfere with the use and enjoyment of property.

*d. The site is physically suitable for the type, density and intensity of the development being proposed, including vehicle access and circulation, utilities, and the absence of physical constraints.*

The proposed project will upgrade and modernize an existing building and make improvements to the existing parking lot. The site is accessed from Badillo Street and San Bernardino Road. There are four existing driveways on Badillo Street. The two westernmost driveways on Badillo Street have full access with left turn lanes carved from the landscape median. The other two are restricted to right turns. All three driveways on San Bernardino Road currently have full access, but none feature a left turn lane from San Bernardino Road. The easternmost of these driveways would be restricted to right turns and the middle driveway on West San Bernardino Road would be relocated to the west to operate as an exclusive exit only for delivery vans.

The westerly most driveway, on San Bernardino Road, is to be relocated to align with Cutter Way and a new left turn pocket and a traffic light would be installed on San Bernardino Road. This will allow line-haul trucks approaching from the east to move out of traffic lanes before making a left turn into the delivery station. The existing vehicle access points and proposed new traffic light makes the site physically suitable for a parcel delivery station.

The project is an infill development and is located within an urbanized area where utility connections are readily available.

*e. The architecture, site layout, location, shape, bulk and physical characteristics of the proposed development are compatible with the existing and future land uses, and do not interfere with orderly development in the vicinity.*

The proposed project will revitalize and modernize an existing building and make improvements to an existing parking lot. All aspects of the site development are compatible with the existing and future land uses and do not interfere with orderly development in the vicinity. All site improvements and the proposed landscaping and will enhance the overall appearance of the site.

**Tentative Parcel Map**

The following findings are required to be made in order for the Planning Commission to approve or recommend approval of the Tentative Parcel Map:

*a. The proposed map is consistent with the general plan and any applicable adopted specific plans.*

An amendment to the City's General Plan land-use map to change the designation of the project site from Civic: Public Institution to Industrial to accommodate the proposed Amazon Delivery Station.

The proposed project is consistent with the following General Plan Policies:

- Our Prosperous Community P2.1 Maintain and enhance the City's current tax base
- Our prosperous Community P2.8 Build economic development capacity

The development of an Amazon Delivery Station will provide job opportunities for residents and increase business to surrounding businesses. In addition, the property is currently owned by Faith Church which as a nonprofit entity is exempt from paying property tax. An Industrial land use designation will place the property on the tax rolls and in which the City will receive its portion of property taxes. In addition, the potential loss in sales tax revenues from Amazon will be addressed by the Development Agreement.

*b. The design or improvement of the proposed subdivision is consistent with the general plan and applicable adopted specific plans.*

The design and improvements of the proposed parcel map and precise plan are consistent with the General Plan in that the proposed Amazon Delivery Station, as conditioned, will be compatible with the single-family and multi-family residential and commercial uses in the vicinity. The project involves changing the land use designation of the project site from Civic: Public Institution to Industrial to allow the use of the property as an Amazon Delivery Station. The project conforms to all applicable development standards in the Zoning Code.

*c. The site is physically suitable for the type of development*

The proposed project site is 21.22 acres, flat and is physically suitable for the proposed project and adequate to accommodate the Amazon Delivery Station. The proposed project will upgrade and modernize an existing building and make improvements to the existing parking lot. The site is accessed from Badillo Street and San Bernardino Road. There are four existing driveways on Badillo Street. The two westernmost driveways on Badillo Street have full access with left turn lanes carved from the landscape median. The other two are restricted to right turns. All three driveways on San Bernardino Road currently have full access, but none feature a left turn lane from San Bernardino Road. The easternmost of these driveways would be restricted to right turns and the middle driveway on West San Bernardino Road would be relocated to the west to operate as an exclusive exit only for delivery vans.

The westerly most driveway, on San Bernardino Road, is to be relocated to align with Cutter Way and a new left turn pocket and a traffic light would be installed on San Bernardino Road. This will allow line-haul trucks approaching from the east to move out of traffic lanes before making a left turn into the delivery station. The existing vehicle access points and proposed new traffic light makes the site physically suitable for a parcel delivery station.

The site is served by all necessary utilities. Appropriate mitigation measures and conditions of approval will ensure that the site is improved in a manner consistent with City standards.

*e. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish, wildlife or their habitat.*

The site consists of an 21.22-acre parcel developed with an existing 177,440 square foot building, parking and landscaping. No known endangered, threatened or rare species or habitats, or designated natural communities, wetlands habitat, or wildlife dispersal, or migration corridors are present on site. A mitigated negative declaration was prepared for the project which included mitigation measures for biological resources, cultural resources, geology/soils, and transportation. All impacts would be avoided or reduced to less than significant levels after mitigation. All impacts would be avoided or reduced to less than significant levels after mitigation to ensure that the project will not cause substantial environmental damage or injure fish, wildlife, or their habitat.

*f. Neither the design of the subdivision nor the type of improvements are likely to cause serious public health problems.*

The proposed map and improvements will have access to a public sanitary sewer system for the removal and disposal of wastewater and to other necessary utility services. The site will be developed in accordance with the standards of the Engineering Division, the Municipal Code, the Uniform Building Code, and other applicable requirements.

*g. The design of the subdivision or the type of improvements will either (i) not conflict with recorded or adjudged easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; or (ii) alternate easements, for access or for use, will be provided, and these will be substantially equivalent to ones previously acquired by the public.*

There are no easements on the property that would be affected by implementation of the proposed project. Access to the site will be provided via San Bernardino Road and Badillo Street.

**LEGAL REVIEW:**

The City Attorney's Office has reviewed the staff report and the attached resolutions and ordinances as to form.

**OPTIONS:**

The City Council has the following options:

1. Approve the project as recommended by the Planning Commission; or
2. Provide alternative direction.

**ENVIRONMENTAL REVIEW:**

In compliance with CEQA, the State CEQA Guidelines a Mitigated Negative Declaration (MND) was prepared and will be considered prior to approval of the Project. The MND serves as a finding that the Project would not have a significant effect on the environment, with the incorporation of mitigation measures, as appropriate.

Based on the environmental analyses, with compliance with applicable regulatory requirements and/or the implementation of mitigation measures, the Project would have less than significant impacts on humans, as it relates to the following environmental issue areas: aesthetics, agriculture and forestry resources, air quality, energy, GHG emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, tribal resources, utilities and service systems, and wildfire.

The proposed Project's impacts on the following issue areas would require the implementation of mitigation measures: biological resources, cultural resources, geology/soils, and transportation. All impacts would be avoided or reduced to less than significant levels after mitigation.

Therefore, the proposed Project would not result in environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly, with the implementation of mitigation measures. All impacts would be less than significant after mitigation.

A copy of the MND can be found on the City's Planning Division web page at the following link:

https://www.westcovina.org/departments/community-development/planning-division/projects-and-environmental-documents

The MND includes a detailed discussion on all environmental issues related to the project including traffic and noise impacts and how any potential impacts were determined to be less than significant after mitigation.

The MND was circulated for public comment from July 13, 2021 to August 11, 2021.

Comments were received from the California Department of Transportation, the City of Covina, the Woodlane Village Homeowners Association, Teamsters Local Union No. 1932, and from six individuals. A Response to Comments was prepared and is provided as Attachment No. 10.

**LARGE ATTACHMENTS**

The plans and all environmental documents can also be viewed on-line at
https://www.westcovina.org/departments/community-development/planning-division/projects-and-environmental-documents

**Prepared by:** Jo-Anne Burns, Planning Manager and Joyce Parker-Bozylinsky, Contract Planner

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**Fiscal Impact**

**FISCAL IMPACT:**

The Development Agreement proposes a total community benefit payment of $4 million dollars ($1 million due within 30 days after effective date of Development Agreement, $1 million due prior to issuance of final certificate of occupancy for the tenant, and $200,000 per year for ten years). The community benefit payments will go to the City's General Fund.

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**Attachments**

Attachment No. 1 - Amazon Mitigated Negative Declaration Resolution
Attachment No. 2 - General Plan Amendment Resolution
Attachment No. 3 - Ordinance No. 2489 Zone Change
Attachment No. 4 - Precise Plan Resolution
Attachment No. 5 - Amazon Tentative Tract Map Resolution
Attachment No. 6 - Ordinance and Development Agreement
Attachment No. 7 - Exhibit A Site Layout
Attachment No. 8 - Community Outreach Summary
Attachment No. 9 - Letters
Attachment No. 10 - Planning Commission Approval Resolutions

**CITY COUNCIL GOALS & OBJECTIVES:** Achieve Fiscal Sustainability and Financial Stability
Enhance the City Image and Effectiveness
Engage in Proactive Economic Development

**ATTACHMENT NO. 1**

**RESOLUTION NO. 2021-103**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, CERTIFYING THE MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT FOR GENERAL PLAN AMENDMENT NO 20-03, ZONE CHANGE NO. 20-04, PRECISE PLAN NO. 20-48, TENTATIVE PARCEL MAP NO. 83444, AND DEVELOPMENT AGREEMENT NO. 21-01, PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT OF 1970, AS AMENDED**

**WHEREAS,** there was filed with the City, a verified application on the forms prescribed in Chapter 26, Article VI of the West Covina Municipal Code, requesting approval of a precise plan to:

Repurpose an existing 177,440 square foot building and related parking lot for use as an Amazon Delivery Station;

Assessor's Parcel No. 8434-015-018, in the records of the Los Angeles County Assessor; and

**WHEREAS**, an application for a General Plan Amendment to change the designation from Civic: Public Institution to Industrial on has been submitted for the development of the project; and

**WHEREAS,** an application for a Zone Change from SP-11: Faith Community Church to Manufacturing (M-1) has been submitted for the project; and

**WHEREAS,** an application for a Precise Plan has been submitted for the site plan and architectural review; and

**WHEREAS,** an application for a Tentative Parcel Map (No. 83444) has been submitted to combine two existing lots into one lot; and

**WHEREAS,** an application for a Development Agreement has been submitted to vest applicant's rights and to provide the City commitments for enhanced community benefits; and

**WHEREAS,** the proposed project is considered a "project" pursuant to the terms of the California Environmental Quality Act (CEQA); and

**WHEREAS,** an initial study was prepared for said project; and

**WHEREAS,** based upon the findings of the initial study, it was determined that the proposed project will not have a significant impact on the environment and will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the California Fish and Game Code; and

**WHEREAS,** a Mitigated Negative Declaration of Environmental Impact was prepared for the proposed project pursuant to the requirements of the California Environmental Quality Act of 1970, as amended, and mitigation measures are included in said Negative Declaration in support of the finding that there will not be a significant effect on the environment as a result of this project.

**WHEREAS,** the Planning Commission, upon giving the required notice, did on September 28, 2021 and October 4, 2021, conduct a duly advertised public hearing to consider the subject application, at which time the Planning Commission adopted a resolution approving the Mitigated Negative Declaration; and

**WHEREAS,** the City Council, upon giving the required notice, did on October 19, 2021, conduct a duly advertised public hearing to consider the subject application, at which time the City Council adopted a resolution certifying the Mitigated Negative Declaration; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** Based on the initial study, the revisions and conditions incorporated into the Project, and information received during the public review process, the City Council of the City of West Covina finds that there is no substantial evidence that the Project, as revised and conditioned, may have a significant effect on the environment.

**SECTION 2.** The mitigated negative declaration reflects the independent judgment of the City Council.

**SECTION 3**. All feasible mitigation measures identified in the City of West Covina General Plan Environmental Impact Reports which are applicable to this Project have been adopted and undertaken by the City of West Covina and all other public agencies with authority to mitigate the project impacts or will be undertaken as required by this project.

**SECTION 4**. After receiving and considering all determinations, studies, documents, and recommendations, as well as other appropriate public comments, the City Council certifies the Mitigated Negative Declaration of Environmental Impact, subject to compliance with the mitigation measures that are recommended in the Mitigated Negative Declaration of Environmental Impact as set forth in Exhibit A.

**SECTION 5.** The Mitigation Monitoring Program prepared in connection with the Project is hereby recommended for approval for the Project.

**SECTION 6.** The documents and other materials that constitute the record of proceedings upon which the City Council has based its decision are located in the office of the West Covina

Community Development Director, 1444 West Garvey Avenue South, West Covina, CA 91790. The custodian of these documents and other materials is the West Covina Community Development Director.

**SECTION 7.** Upon approval of the Project by the City Council, the environmental coordinator shall file a Notice of Determination with the County Clerk of Los Angeles County and, if the project requires a discretionary approval from any state agency, with the State Office of Planning and Research, pursuant to the provisions of section 21152(a) of the Public Resources Code and the State EIR Guidelines adopted pursuant thereto.

**SECTION 8.** Non-compliance with the aforementioned mitigation measures as determined by the monitoring department/agency, and any measures taken to correct said non-compliance, shall be immediately reported to the Planning Department on the City of West Covina Monitoring Checklist Form.

**SECTION 9.** The applicant agrees to implement the aforementioned mitigation measures and monitoring or reporting requirements.

**SECTION 10.** Failure to comply with any aforementioned mitigation measures and/or monitoring or reporting requirements will result in a written notice of violation from the City to the applicant at which time the City may order that all or a portion of pre-construction, construction, post-construction activity or project implementation must cease until compliance is reached.

**SECTION 11.** The California Environmental Quality Act (CEQA) and State and local guidelines, rules, regulations, and procedures adopted pursuant thereto permits the City of West Covina to impose any fees or charges associated with implementing the above monitoring program upon the applicant.

**SECTION 12.** The City Clerk shall certify to the adoption of this Resolution and shall enter it into the book of original resolutions.

**APPROVED AND ADOPTED** this 19th day of October, 2021.

_____

Letty Lopez-Viado
Mayor

**APPROVED AS TO FORM**

Thomas P. Duarte
City Attorney

**ATTEST**

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-103 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 19th day of October, 2021, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick
Assistant City Clerk

# EXHIBIT A

# MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT AND MITIGATION MONITORING AND REPORTING PROGRAM

**ATTACHMENT NO. 2**

**RESOLUTION NO. 2021-106**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT NO. 20-03 TO CHANGE THE GENERAL PLAN DESIGNATION AT 1211 E. BADILLO STREET FROM CIVIC: PUBLIC INSTITUTION TO INDUSTRIAL**

**WHEREAS**, there was filed with this City a verified application on the forms prescribed for the following reclassification:

From Civic: Public Institution to Industrial on that certain property generally described as follows:

Assessor's Parcel Number 8434-015-018 in the records of the Los Angeles County Assessor; and

**WHEREAS,** local governments are authorized by Government Code section 65350 et seq., to amend the general plan; and

**WHEREAS,** the proposed Amazon Delivery Station project implements the policies of the General Plan by providing an orderly, functional and compatible land use pattern; and

**WHEREAS,** consistent with this request, the applicant has also requested the approval of a new Precise Plan (No. 20-08) to allow for the development of an Amazon Delivery Station; and

**WHEREAS,** the Planning Commission, upon giving the required notice, did on September 28, 2021 and October 4, 2021, conduct a duly noticed public hearing to consider said application and did give all persons interested therein an opportunity to be heard; and

**WHEREAS,** the City Council upon giving the required notice, did on October 19, 2021, conduct a duly noticed public hearing to consider the general plan amendment application; and

**WHEREAS,** studies and investigations made by the City Council and in its behalf reveal the following facts:

1. The City adopted a new General Plan on December 20, 2016. The General Plan Land Use Maps were amended in November 7, 2017, November 5, 2019, May 4, 2021, and July 20, 2021.

2. The project includes a general plan amendment requesting to change the land use designation of the property located at 1121 W. Badillo Street from Civic: Public Institution to Industrial to allow for the development of an Amazon Delivery Station.

3. The project includes a zone change requesting to amend the zoning of the property located at 1211 W. Badillo Street from SP-11: Faith Community Church to Manufacturing (M-1), to allow for development of an Amazon Delivery Station.

4. The project includes a Tentative Parcel Map (83444) to combine two existing lots into one.

5. The project includes a precise plan to repurpose an existing 177,440 square foot building and related parking lot for use as an Amazon Delivery Station on a 21.22 acre site.

6. The project includes a tree removal permit to remove 3 significant trees on the site (3 Ficus trees).

7. The project includes a Development Agreement to vest the applicants rights to development and to provide to the City commitments for enhanced community benefits.

8. Pursuant to the requirements of the California Environmental Quality Act (CEQA) of 1970, a MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT has been prepared indicating the project will not have a significant effect on the environment.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The above recitals are true and correct and are incorporated herein as if set forth herein in full.

**SECTION 2.** The City Council of the City of West Covina hereby adopts General Plan Amendment No. 20-03, amending the land use designation for the subject property as set forth on the Land Use Map of the Land Use Element as shown on Exhibit "A.

**SECTION 3.** All General Plan Amendments adopted by the City Council on the same day shall be considered as a single General Plan Amendment package.

**SECTION 4.** Should any provision of this Resolution, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Resolution

or the application of this Resolution to any other person or circumstance and, to that end, the provisions hereof are severable. The City Council of the City of West Covina declares that it would have adopted all the provisions of this Resolution that remain valid if any provisions of this Resolution are declared invalid.

**SECTION 5.** The City Clerk shall certify to the adoption of this Resolution and shall enter it into the book of original resolutions.

**APPROVED AND ADOPTED** on this 19th day of October, 2021.

Letty Lopez-Viado
Mayor

**APPROVED AS TO FORM**

Thomas P. Duarte
City Attorney

**ATTEST**

Lisa Sherrick
Assistant City Clerk

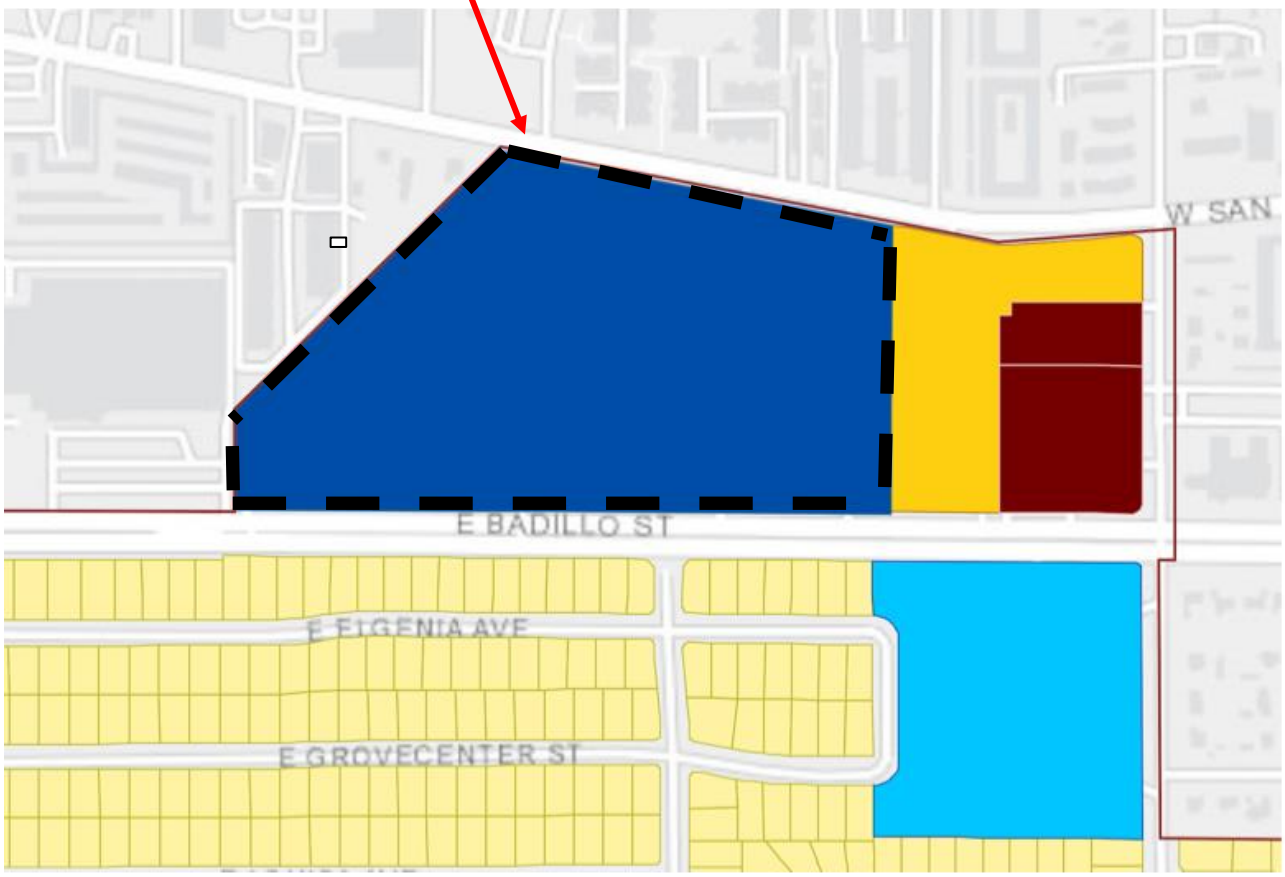
I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-106 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 19th day of October, 2021, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick
Assistant City Clerk

**EXHIBIT A**

**Subject Property: Civic: Public Institution**
**1211 E. Badillo Street**




***Indicates the area to be changed from "Civic: Public Institution" to "Industrial (I)"***

**ATTACHMENT NO. 3**

**ORDINANCE NO. 2489**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING ZONE CHANGE NO. 20-04 TO CHANGE THE ZONING DESIGNATION AT 1211 E. BADILLO STREET TO MANUFACTURING (M-1)**

**WHEREAS,** there was filed with this City a verified application on the forms prescribed in Section 26-153 and 26-199 of the West Covina Municipal Code, for the following reclassification:

From SP-11: Faith Community Church to Manufacturing (M-1), on that certain property generally described as follows:

Assessor's Parcel Number 8434-015-018 in the records of the Los Angeles County Assessor; and

**WHEREAS,** the Amazon Delivery Station project implements the policies of the General Plan by providing an orderly, functional and compatible land use pattern; and

**WHEREAS,** consistent with the request, the applicant has also requested a General Plan Amendment (No. 20-03) to amend the designation of the Land Use Element on the subject property from "Civic: Public Institution to Industrial;" and

**WHEREAS,** consistent with this request, the applicant has also requested the approval of Precise Plan 20-08, which would allow for the development of an Amazon Delivery Station on the site; and

**WHEREAS,** the Planning Commission, upon giving the required notice, did on September 28, 2021 and October 4, 2021, conduct a duly noticed public hearing to consider said application and did give all persons interested therein an opportunity to be heard; and

**WHEREAS,** the City Council upon giving the required notice, did on October 19, 2021, conduct a duly noticed public hearing to consider the zone change application; and

**WHEREAS,** studies and investigations made by the City Council and in its behalf reveal the following facts:

1. The project includes a general plan amendment requesting to change the land use designation of the property located at 1121 W. Badillo Street from Civic: Public Institution to Industrial to allow for the development of an Amazon Delivery Station.

2. The project includes a zone change requesting to amend the zoning of the property located at 1211 W. Badillo Street from SP-11: Faith Community Church to Manufacturing (M-1), to allow for development of an Amazon Delivery Station.

3. The project includes a Tentative Parcel Map (83444) to combine two existing lots into one.

4. The project includes a precise plan to repurpose an existing 177,440 square foot building and related parking lot for use as an Amazon Delivery Station on a 21.22 acre site.

5. The project includes a tree removal permit to remove 3 significant trees on the site (3 Ficus trees).

6. The project includes a Development Agreement to vest the applicants rights to development and to provide to the City commitments for enhanced community benefits.

Pursuant to the requirements of the California Environmental Quality Act (CEQA) of 1970, a MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT has been prepared indicating the project will not have a significant effect on the environment.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1.** Based on the evidence presented, Zone Change No. 20-04 is found to be consistent with the City's General Plan (as amended) and the land uses permitted within said zone classification.

**SECTION 2.** The City Council does hereby approve Zone Change No. 20-04, changing the zoning designation for subject property as set forth on Exhibit A and amending the Zoning Map of the City of West Covina.

**SECTION 3.** The City Clerk shall certify passage of this ordinance and shall cause the same to be published as required by law.

**SECTION 4.** This ordinance shall take effect and be in force thirty (30) days from and after the date of its passage.

**PASSED, APPROVED AND ADOPTED** on this _____ day of _____, 2021.

_____
Letty Lopez-Viado
Mayor

**APPROVED AS TO FORM** **ATTEST**

_____ _____

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2489 was introduced at a regular meeting of the City Council held on the 19th day of October, 2021, and adopted at a regular meeting of the City Council held on the _____ day of _____, 2021, by the following vote of the City Council:

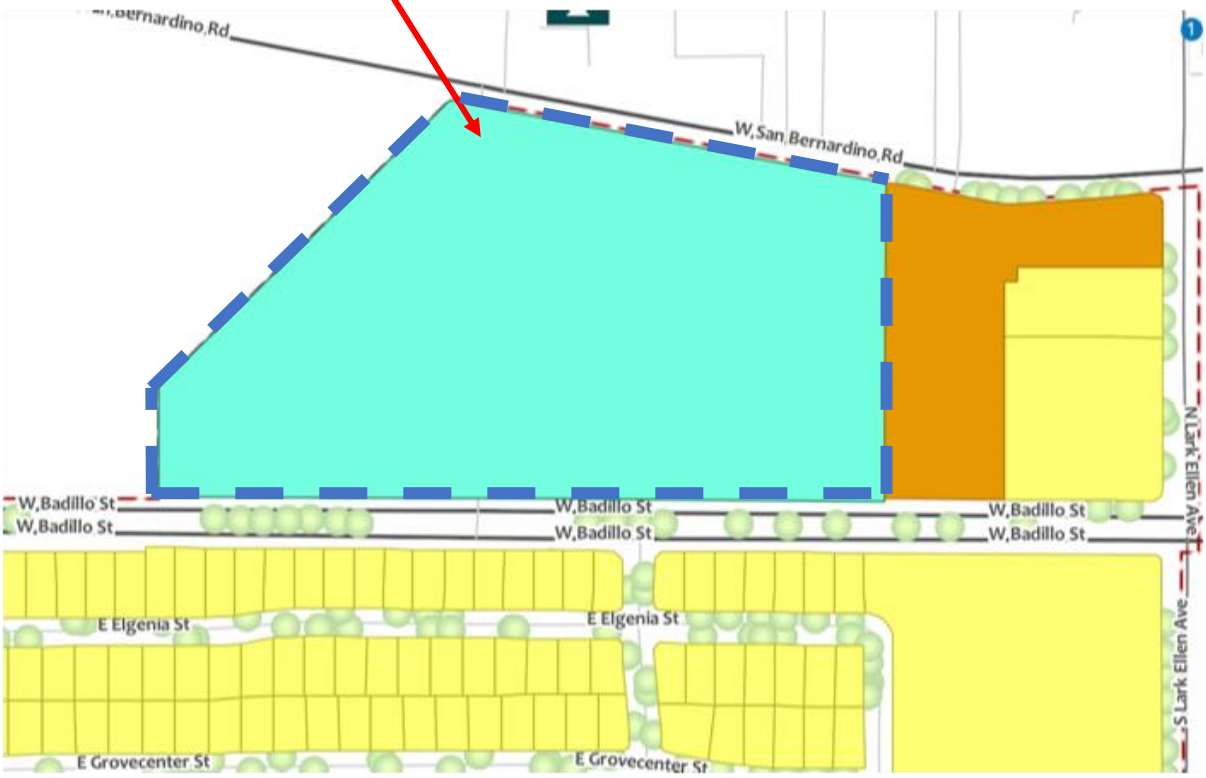
AYES:
NOES:
ABSENT:
ABSTAIN:

_____

Lisa Sherrick
Assistant City Clerk

# EXHIBIT A

**Subject Property: SP-11:Faith Community Church**
**1211 E. Badillo Street**




***Indicates the area to be changed from "SP-11: Faith Community Church to Manufacturing (M-1)"***

**ATTACHMENT NO. 4**

**RESOLUTION NO. 21-104**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING PRECISE PLAN NO. 20-08 AND TREE REMOVAL PERMIT NO. 21-12 AT 1211 E. BADILLO STREET**

**WHEREAS** there was filed with the City, a verified application on the forms prescribed in Chapter 26, Article VI of the West Covina Municipal Code, requesting approval of a precise plan and tree removal permit:

Repurpose an existing 177,440 square foot building and parking lot on a 21.22-acre site for use as an Amazon Delivery Station and to remove significant trees on-site; and

**WHEREAS,** a Mitigated Negative Declaration was prepared for the proposed project pursuant to the requirements of the CEQA in support of the finding that there will not be a significant effect on the environment as a result of this project and based on the environmental analyses, with compliance with applicable regulatory requirements and/or the implementation of mitigation measures, the project would have less than significant impacts on humans, as it relates to the following environmental issue areas: aesthetics, agriculture and forestry resources, air quality, energy, GHG emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, tribal resources, utilities and service systems, and wildfire.

The proposed project's impacts on the following issue areas would require the implementation of mitigation measures: biological resources, cultural resources, geology/soils, and transportation. All impacts would be avoided or reduced to less than significant levels after mitigation.

Therefore, the proposed project would not result in environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly, with the implementation of mitigation measures. All impacts would be less than significant after mitigation; and

**WHEREAS,** the Planning Commission upon giving the required notice did on September 28, 2021 and October 4, 2021, conduct a duly advertised public hearing as prescribed by law to consider said application and recommended that the City Council approve the Precise Plan and Tree Removal Permit; and

**WHEREAS,** the City Council upon giving the required notice, did on October 19, 2021, conduct a duly noticed public hearing to consider the precise plan and tree removal permit applications; and

**WHEREAS,** studies and investigations made by the City Council and on its behalf reveal the following facts:

1. The applicant is requesting approval of a precise plan, general plan amendment, zone change, parcel map, tree removal permit and development agreement **to r**epurpose an existing 177,440 square foot building and parking lot on a 21.22 acre site for use as an Amazon Delivery Station. The project includes a general plan amendment to change the land use designation from Civic: Public Institution to Industrial, a zone change to change the land use designation from SP-11: Faith Community Church to Manufacturing (M-1), a parcel map to combine two existing lots, a tree removal permit to remove significant trees on-site, and a Development Agreement.

2. Appropriate findings for approval of a precise plan of design are as follows:

    a. The proposed development plans and the uses proposed are consistent with the General Plan and any applicable specific plan.

    b. The proposed development is consistent with adopted development standards for the zone and complies with all other applicable provision of the Municipal Code.

    c. Granting the permit would not be detrimental to the public interest, health, safety, and welfare and would not unreasonably interfere with the use or enjoyment of property in the vicinity of the subject property.

    d. The site is physically suitable for the type, density and intensity of the development being proposed, including vehicle access and circulation, utilities, and the absence of physical constraints.

    e. The architecture, site layout, location, shape, bulk and physical characteristics of the proposed development are compatible with the existing and future land uses, and do not interfere with orderly development in the vicinity.

3. Based on the analysis and substantial evidence presented in the Mitigated Negative Declaration, the City has determined there are no significant environmental impacts resulting from the proposed project.; and

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** On the basis of the evidence presented, both oral and documentary, the City Council makes the following findings:

*a. The proposed development plans and the uses proposed are consistent with the General Plan and any applicable specific plan.*

The City's General Plan Land Use Element designates the subject property for Civic: Public Institution. The proposed land use designation is Industrial. The development of an Amazon Delivery Station will provide job opportunities for residents and increase

business to surrounding businesses. In addition, the property is currently owned by Faith Church which as a nonprofit entity is exempt from paying property tax. An Industrial land use designation will allow the property to be sold for use as an Amazon Delivery Station and the City receive additional property taxes. In addition, the potential loss in sales tax revenues from Amazon will be addressed by the Development Agreement.

The project is consistent with the following General Plan policies:

- Our Prosperous Community P2.1 Maintain and enhance the City's current tax base
- Our Prosperous Community P2.8 Build economic development capacity

*b. The proposed development is consistent with adopted development standards for the zone and complies with all other applicable provisions of the Municipal Code.*

The project includes a request for a Zone Change (No. 20-3) from SP-11 – Faith Community Church to Manufacturing (M-1). The proposed project will revitalize and modernize an existing 177,440 square foot building and make improvements to an existing parking lot that surrounds the building on three sides. New light standards with house shields to prevent lighting spill over to adjacent properties including the residential units to the east are proposed. In addition, new water efficient landscaping is proposed.

As proposed and conditioned, the project will comply with all development standards within the Manufacturing zone including landscape setbacks from adjacent residential uses, lighting, building height, setbacks, and parking.

*c. Granting the permit would not be detrimental to the public interest, health, safety, and welfare and would not unreasonably interfere with the use or enjoyment of property in the vicinity of the subject property.*

The proposed project will repurpose an existing building and parking lot for use as an Amazon Delivery Station. The existing 177,440 square foot building is located in the center of a 21.22 acre site. Residential uses are located north, south, and east of the site. The residential uses located north and south of the site are separated from the property by Badillo Street or San Bernardino Road which are 4-lane streets which will help minimize noise from the facility. In addition, the project includes the construction of two 12 foot high walls around the loading dock area located on the west side of the property to minimize sound to the surrounding properties.

The residential units located to the east of the site directly abuts one of the parking lots for the facility. This parking lot will be utilized for delivery van storage as well as a staging area where the vans stage before moving inside the building to load. A 6 foot wide landscape planter will be maintained along the east property line and new screen trees will be added to fill in any gaps in the existing landscape screen on the adjacent property.

The Mitigated Negative Declaration prepared for the project studied both traffic noise and on-site operational noise sources such as back-up alarms and determined no significant environmental impact would occur. The project as designed and conditioned will be compatible with the uses within the vicinity and would not be detrimental to the public interest, health, safety, and general welfare and would not unreasonably interfere with the use and enjoyment of property.

*d. The site is physically suitable for the type, density and intensity of the development being proposed, including vehicle access and circulation, utilities, and the absence of physical constraints.*

The proposed project will upgrade and modernize an existing building and make improvements to the existing parking lot. The site is accessed from Badillo Street and San Bernardino Road. There are four existing driveways on Badillo Street. The two westernmost driveways on Badillo Street have full access with left turn lanes carved from the landscape median. The other two are restricted to right turns. All three driveways on San Bernardino Road currently have full access, but none feature a left turn lane from San Bernardino Road. The easternmost of these driveways would be restricted to right turns and the middle driveway on West San Bernardino Road would be relocated to the west to operate as an exclusive exit only for delivery vans.

The westerly most driveway, on San Bernardino Road, is to be relocated to align with Cutter Way and a new left turn pocket and a traffic light would be installed on San Bernardino Road. This will allow line-haul trucks approaching from the east to move out of traffic lanes before making a left turn into the delivery station. The existing vehicle access points and proposed new traffic light makes the site physically suitable for a parcel delivery station.

The project is an infill development and is located within an urbanized area where utility connections are readily available.

*e. The architecture, site layout, location, shape, bulk and physical characteristics of the proposed development are compatible with the existing and future land uses, and do not interfere with orderly development in the vicinity.*

The proposed project will revitalize and modernize an existing building and make improvements to an existing parking lot. All aspects of the site development are compatible with the existing and future land uses and do not interfere with orderly development in the vicinity. All site improvements and the proposed landscaping and will enhance the overall appearance of the site.

**SECTION 2.** Pursuant to all of the evidence presented, both oral and documentary, and further based on the findings above, Precise Plan No. 20-08 and Tree Removal Permit No. 21-12 are approved subject to the provisions of the West Covina Municipal Code, provided that the physical development of the herein described property shall conform to said plan and the conditions set forth herein which, except as otherwise expressly indicated, shall be fully performed and completed, or,

at the developer's choice, shall be secured by bank or cash deposit or surety bond, satisfactory to the Planning Director, before the use or occupancy of the property is commenced and before the Certificate of Occupancy is issued.

**SECTION 3.** The precise plan shall not be effective for any purpose until the applicant (or a duly authorized representative) has filed at the office of the Planning Director, his/her/its affidavit stating he/she/it is aware of, and accepts, all conditions of this precise plan as set forth below. Additionally, no permits shall be issued until the applicant (or a duly authorized representative) pays all costs associated with the processing of this application pursuant to City Council Resolution No. 8690.

**SECTION 4.** The costs and expenses of any enforcement activities, including, but not limited to attorneys' fees, caused by the applicant's violation of any condition imposed by this approval or any provision of the West Covina Municipal Code shall be paid by the applicant.

**SECTION 5.** The City Council approves the precise plan subject to the following conditions:

**PLANNING DIVISION**

a. The project shall comply with plans reviewed by the City Council on October 19, 2021

b. These conditions of approval shall be printed on or attached to the working drawings submitted to the Building Division for approval.

c. The project shall comply with all applicable standards of the West Covina Municipal Code.

d. The approved use shall not create a public nuisance as defined under Section 15-200 of the West Covina Municipal Code.

e. The approved use shall be in compliance with the Noise Ordinance (Chapter 15).

f. This approval shall become null and void if the building permit is not obtained within two (2) years of the date of this approval.

g. The applicant shall sign an affidavit accepting all conditions of this approval.

h. That any proposed change to the approved plans be reviewed by the Planning Division, Engineering Division, Building Division, and Fire and Police Departments and that the written authorization of the Community Development Director shall be obtained prior to implementation.

i. Graffiti-resistant coatings shall be used on all walls, fences, sign structures or similar structures to assist in deterring graffiti.

j. Any graffiti that appears on the property during construction shall be cleaned or removed on the same business day.

k. All outstanding fees will be due at the time of building permit issuance.

l. This approval does not include approval of signs; a separate sign permit shall be obtained. All signs shall be required to comply with the City of West Covina Sign Code.

m. All approved materials and colors shall be clearly indicated on the plans.

n. All new ground-mounted, wall-mounted and/or roof-mounted equipment shall be screened from all views, in a manner that is architecturally compatible with the main building. Plans and elevations indicating the type of equipment and method of concealment shall be submitted to the Community Development Director for review and approval prior to the issuance of building permits.

o. The location of new electrical transformers, vaults, antennas, mechanical and all other equipment not indicated on the approved plans must be approved by the Community Development Director prior to the issuance of building permit. Provide construction details prior to issuance of a building permit.

p. An outdoor lighting plan showing electrolier types and locations, average illumination levels, points of minimum illumination and photometric data in conformance with Planning Commission Resolution No. 2513 and as requested shall be submitted to and approved by the Planning Division and the City Engineer.

q. All parking areas shall comply with requirements of the Parking Lot Design and Lighting standards.

r. The paved areas at the site shall be maintained clean and free of oil stains. All paved areas shall be pressure washed as needed to maintain the site in a clean and orderly manner.

s. That prior to final building permit approval, a detailed landscape and irrigation plan in compliance with AB 1881 and executive order 13-29-15 shall be submitted for all planted areas to be affected by project. Plans shall include type, size and quantity of landscape materials and irrigation equipment. All vegetation areas shall be automatically irrigated, and a detailed watering program and water budget shall be provided. All damaged vegetation shall be replaced, and the site shall be kept free of diseased or dead plant materials and litter at all times

t. Comply with all requirements of the "Art in Public Places" ordinance (WCMC Chapter 17), prior to the issuance of building permits. Artwork shall be installed or required fee paid prior to issuance of Certificate of Occupancy.

u. All trees shall be indicated on the grading plan, including trees on, or near the property line on adjacent properties. The trees shall be marked as to whether they will be preserved or removed. Trees that are preserved should not be topped but should be pruned to preserve their natural form.

v. Any sidewalk, hardscape or parking facility, with potholes, broken, raised or depressed sections, large cracks, mud and/or dust, accumulation of loose material, faded or illegible pavement striping, or other deterioration shall be repaired.

w. Prior to requesting a final inspection, the Planning Division shall inspect the development.

x. All new utilities shall be placed underground prior to issuance of Certificate of Occupancy per WCMC 23-273.

y. The applicant shall execute an indemnity agreement, in a form provided by the City and approved by the City Attorney, indemnifying the City against any and all actions brought against the City in connection with the approvals set forth herein.

z. All approved materials and colors shall be clearly indicated on the plans.

aa. The Zoning Code gives provisions for up to two one-year extensions to keep entitlements active. Therefore, prior to final approval, (if building permits have not been obtained) you are urged to file a letter with the department requesting a one-year extension of time. The required submittal is a letter stating the reasons why an extension is needed, as well as an applicable processing fee. Please be advised that the applicant will not be notified by the Planning Division about the pending expiration of the subject entitlement.

bb. Comply with all applicable mitigation measures listed in the Amazon Delivery Station DAX9 Project Mitigation Monitoring and Reporting Program Initial study and Mitigated Negative declaration.

cc. Rooftop mechanical equipment shall be screened in such a way to visually integrate with the building utilizing architectural screening or raised parapets.

dd. All outdoor trash areas shall be screened on all sides from public view by a minimum 5'6" high decorative block wall with a gate constructed of durable materials per the standard Engineering Division plans. If the trash enclosure is visible form the public right-of-way, an architectural cover shall be required. An architectural cover is required and the approval of construction details by the Building Division is required prior to construction.

ee. The project shall pay Development Impact Fees of $1.54 per square foot (or current fee) prior to Building permit issuance.

**ENGINEERING DIVISION**

gg. The second sheet of building plans, grading plans and/or offsite improvement plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.

hh. The building shall be addressed and an application to assign address shall be filed with Engineering Division prior to plan check submittal.

ii. Remove and replace broken and off-grade sidewalk per SPPWC standard plan 113-2, and as directed by the City Engineer or his/her designee.

jj. Remove and replace broken and off-grade curb and gutter per SPPWC Standard Plan 120-2, and as directed by the City Engineer or his/her designee.

kk. The approved building address(es) shall be painted on the curb to the City's standards as required by the Public Works Inspector before final inspection.

ll. Relocate water meter from the sidewalk as directed by the City Engineer or his/her designee

mm. If required, install new street lights to match existing street light standards in the street block per County design standards and as directed by the City Engineer or his/her designee.

nn. Rehabilitate existing AC street pavement along the length of the property frontage to the centerline of the street as indicated below, and as directed by the City Engineer or his/her designee:

- Install crack seal and Type II slurry on existing AC pavement on Badillo Street, or
- Grind existing pavement to a depth of 4" and overlay new AC on San Bernardino Road, or
- Pay an in-lieu fee equal to the estimated cost of street rehabilitation based on Los Angeles County Land Development Division Bond Calculation Sheets prior to the issuance of building permits.

oo. Should the proposed work generate a cut into any public right of way infrastructure (street, sidewalk, driveway, curb & gutter, etc.):

i. street paving shall be along the length of the property frontage to the centerline of the street as directed by the City Engineer or his/her designee.

ii. sidewalk reconstruction shall be in accordance with SPPWC Standard Plan 113-2, and as directed by the City Engineer and/or his/her designee.

iii. driveway apron reconstruction shall be in accordance with SPPWC Standard Plan 110-2, and as directed by the City Engineer or his/her designee.

iv. curb and gutter reconstruction shall be in accordance with SPPWC Standard Plan 111-5 and as directed by the City Engineer or his/her designee.

pp. Underground all utility services to the property.

qq. Conduct a sewer capacity study of existing sewer facilities that serve the proposed development. The developer shall either pay in-lieu fees equal to the estimated cost (based on Los Angeles County Land Development Division Bond Calculation Sheets) of the proposed development's percentage of design capacity of the existing sewer system prior to the issuance of building permits or provide sewer improvements to deficient sewer segments serving the subject property to the satisfaction of the City Engineer.

rr. A geotechnical and soils investigation report is required including infiltration rate at stormwater BMP locations and pavement structural section recommendations, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:

a) Observation of cleared areas and benches prepared to receive fill;
b) Observation of the removal of all unsuitable soils and other materials;
c) The approval of soils to be used as fill material;
d) Inspection of compaction and placement of fill;
e) The testing of compacted fills; and
f) The inspection of review of drainage devices.

ss. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by another soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the Public Works Department, a new Preliminary Soils and/or Geotechnical Investigation.

tt. A grading and drainage plan shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.

uu. Stormwater Planning Program LID Plan Checklist ( Form PC) completed by

Engineer of Record shall be copied on the first sheet of Grading Plans. The form can be found at the following link https://www.westcovina.org/home/showdocument?id=18427

vv. Comply with all regulations of the Los Angeles Regional Water Quality Control Board and Article II of Chapter 9 of the West Covina Municipal Code concerning Stormwater/Urban Run-off Pollution control.

ww. LID review shall be completed prior submitting grading plans for plan review. Grading plans shall be submitted including the proof of approval of LID or exemption of LID.

xx. Prepare a hydrology/hydraulic study of existing and proposed development per the Los Angeles County Hydrology Manual.

yy. Project shall be reviewed and approved by the City Traffic Engineer, prior to the issuance of permits. Any improvement measures needed as a result of findings from the traffic study shall be made at the sole cost to the property owner/developer.

zz. Required street dedications shall include those portions of roadways contiguous to subject property be recorded in the Office of the Los Angeles County Recorder prior to the issuance of any Building Permits and/or Engineering Permits to the satisfaction of the City Engineer.

aaa. Prior to the final building permit(s) inspection and approval, inspection by Public Works inspector is required.

bbb. The access rights to interior lots and private streets from public roadways shall be dedicated to the City to the satisfaction of the City Engineer.

ccc. Sidewalks (with trees in tree wells or in parkways) shall be constructed along roadways contiguous to subject property adjacent to curb or R/W line to the satisfaction of the City Engineer.

ddd. Adequate provision shall be made for acceptance and disposal of surface drainage entering the property from adjacent areas.

eee. Water service facilities shall be constructed to at least meet the requirements for fire flow established by the City's Fire Department and the requirements of the subsequent water purveyor/owner of the facilities.

fff. Easements contiguous to the street right-of-way shall be granted for utility, street lighting, and traffic signing purposes to the satisfaction of the City Engineer.

ggg. Private street improvements shall comply with Municipal Code Chapter 19, Article 8, and Planning Commission Resolution No. 2519.

hhh. Prior to (issuance of Building Permit), all of the following requirements shall be satisfied:

1. A final grading and drainage plan showing existing and proposed elevations and drainage structures (and showing existing and proposed on-site and off-site improvements) shall be submitted to and approved by the Planning Department and Engineering Division.

2. Arrangements for the installation of streetlights with underground wiring shall be made with Southern California Edison Company. At the time of installation, the applicant shall provide the necessary trenching and backfill. Submit two sets of the subdivision and/or development plans to the Engineering Division, Traffic and Lighting Section, to be used for designing the street lighting system.

3. A parking lot lighting plan showing electrolier types and locations, average illumination levels, points of minimum illumination and photometric data in conformance with Planning Commission Resolution No. 2513 and as requested shall be submitted to and approved by the City Engineer.

iii. Provide will serve letter from the water purveyor that services the project area.

**BUILDING DIVISION**

jjj. All Conditions of Approval shall appear as notes on the plans submitted for building plan check and permits.

kkk. Building design shall comply with the 2020 County of Los Angeles Building Codes and 2019 California Green Building Standards Code and California Energy Code. Plans shall be submitted for plan check and required permits shall be obtained from the Building & Safety Division prior to start of construction.

lll. Separate application(s), plan check(s), and permit(s) is/are required for:

1. Tenant Improvements
2. Grading *(see Engineering Division for requirements)*
3. Demolition work
4. Retaining walls *(see Engineering Division for requirements)*
5. Required masonry or concrete perimeter walls or trash enclosures
6. Signs

7. Fire sprinkler/Alarm systems *(see Fire Department Prevention Bureau for requirements)*
8. Plumbing
9. Mechanical
10. Electrical

mmm. All tenant improvement work including package conveyor system construction shall be completed with a valid permit and in accordance with applicable Building Regulations. Final building inspection and approvals shall be completed prior to the occupancy of the building.

**FIRE DEPARTMENT**

nnn. Based on the preliminary information received, the required Fire Department requirements* for the above-noted project are:

1. NFPA 13 Fire Sprinkler System
2. NFPA Fire Alarm/Fire Sprinkler Monitoring System
3. NFPA 10 Fire Extinguishers
4. Maintain 20 ft. Minimum – Fire APPOARATUS ACCESS ROAD
5. Fire lane identification – Signage. – Painted red curbs and striping must be completed prior to final
6. Premises identification/address numbers must be added and approved by fire code official prior to final
7. Existing or proposed gates and barricades must be provided with a gate card reader if mechanical or a KnoxBox if manual

ppp. Additional Fire Department Requirements may be set upon future review of a full set of architectural plans.

**POLICE DEPARTMENT**

qqq. Install CCTV surveillance within the complex at all points of ingress/egress, as well as at all of the ingress/egress points from the street since there will be so much vehicle and pedestrian traffic.

**SECTION 6.** The City Clerk shall certify to the adoption of this Resolution and shall enter it into the book of original resolutions.

**APPROVED AND ADOPTED** this 19th day of October, 2021.

_____

Letty Lopez-Viado
Mayor

**APPROVED AS TO FORM** **ATTEST**

_____ _____

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-104 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 19th day of October, 2021, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

Lisa Sherrick
Assistant City Clerk

**ATTACHMENT NO. 5**

**RESOLUTION NO. 2021-105**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING OF TENTATIVE PARCEL MAP NO. 83444 AT 1211 E. BADILLO STREET**

**WHEREAS,** there was filed with this Commission a verified application on the forms prescribed in Chapter 26, Article VI of the West Covina Municipal Code, requesting approval of a tentative parcel map to:

Combine two existing lots into one on that certain property described as:

Assessor's Parcel Numbers 8334-029-906, in the records of the Los Angeles County Assessor; and

**WHEREAS,** a precise plan has been submitted for the approval of repurposing an existing 177,440 square foot building and related parking lot for use as an Amazon Delivery Station on a 21.22. acre site; and

**WHEREAS,** the Planning Commission, upon giving the required notice, did on September 28, 2021 and October 4, 2021, conduct a duly noticed public hearing to consider said application and recommended that the City Council approve the tentative parcel map; and

**WHEREAS,** the City Council upon giving the required notice, did on October 19, 2021, conduct a duly noticed public hearing to consider the tentative tract map application; and

**WHEREAS,** studies and investigations made by the City Council and in its behalf reveal the following facts:

1. The applicant is requesting approval of a parcel map to allow two lots to be combined into one lot.

2. The proposed project includes a precise plan for repurposing an existing 177,440 square foot building and related parking lot for use as an Amazon Delivery Station on the 21.22 acre site.

3. Appropriate findings for approval of parcel map are as follows:

    a. That the proposed map is consistent with applicable general and specific plans.

    b. That the design or improvement of the proposed parcel map is consistent with applicable general and specific plans.

    c. That the site is physically suitable for the type of development.

d. That the site is physically suitable for the proposed density of development.

e. That the design of the parcel map or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish, wildlife or their habitat.

f. Neither the design of the parcel map nor the type of improvements are likely to cause serious public health problems.

g. That the design of the parcel map or the type of improvements will either (i) not conflict with recorded or adjudged easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; or (ii) alternate easements, for access or for use, will be provided, and these will be substantially equivalent to ones previously acquired by the public.

4. Pursuant to the requirements of the California Environmental Quality Act (CEQA) of 1970, a MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT has been prepared indicating the project will not have a significant effect on the environment.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** On the basis of the evidence presented, both oral and documentary, the City Council makes the following findings:

*a. The proposed map is consistent with the general plan and any applicable adopted specific plans.*

An amendment to the City's General Plan land-use map to change the designation of the project site from Civic: Public Institution to Industrial to accommodate the proposed Amazon Delivery Station.

The proposed project is consistent with the following General Plan Policies:

- Our Prosperous Community P2.1 Maintain and enhance the City's current tax base
- Our prosperous Community P2.8 Build economic development capacity

The development of an Amazon Delivery Station will provide job opportunities for residents and increase business to surrounding businesses. In addition, the property is currently owned by Faith Church which as a nonprofit entity is exempt from paying property tax. An Industrial land use designation will allow the property to be sold for use as an Amazon Delivery Station and the City receive additional property taxes. In addition, the potential loss in sales tax revenues from Amazon will be addressed by the Development Agreement.

b. *The design or improvement of the proposed subdivision is consistent with the general plan and applicable adopted specific plans.*

The design and improvements of the proposed parcel map and precise plan are consistent with the General Plan in that the proposed Amazon Delivery Station, as conditioned, will be compatible with the single-family and multi-family residential and commercial uses in the vicinity. The project involves changing the land use designation of the project site from Civic: Public Institution to Industrial to allow the use of the property as an Amazon Delivery Station. The project conforms to all applicable development standards in the Zoning Code.

c. *The site is physically suitable for the type of development.*
The proposed project site is 21.22 acres, flat and is physically suitable for the proposed project and adequate to accommodate the Amazon Delivery Station. The proposed project will upgrade and modernize an existing building and make improvements to the existing parking lot. The site is accessed from Badillo Street and San Bernardino Road. There are four existing driveways on Badillo Street. The two westernmost driveways on Badillo Street have full access with left turn lanes carved from the landscape median. The other two are restricted to right turns. All three driveways on San Bernardino Road currently have full access, but none feature a left turn lane from San Bernardino Road. The easternmost of these driveways would be restricted to right turns and the middle driveway on West San Bernardino Road would be relocated to the west to operate as an exclusive exit only for delivery vans.

The westerly most driveway, on San Bernardino Road, is to be relocated to align with Cutter Way and a new left turn pocket and a traffic light would be installed on San Bernardino Road. This will allow line-haul trucks approaching from the east to move out of traffic lanes before making a left turn into the delivery station. The existing vehicle access points and proposed new traffic light makes the site physically suitable for a parcel delivery station.

The site is served by all necessary utilities. Appropriate mitigation measures and conditions of approval will ensure that the site is improved in a manner consistent with City standards.

d. *The site is physically suitable for the proposed density of development.*

The proposed project will upgrade and modernize an existing building and make improvements to the existing parking lot. The site will be developed in accordance with the grading and construction requirements of the West Covina Municipal Code and the City Engineer.

e. *The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish, wildlife or their habitat.*

The site consists of a 21.22-acre parcel developed with an existing 177,440 square foot building, parking and landscaping. No known endangered, threatened or rare species or habitats, or designated natural communities, wetlands habitat, or wildlife dispersal, or migration corridors are present on site. A mitigated negative declaration was prepared for the project which included mitigation measures for biological resources, cultural resources, geology/soils, and transportation. All impacts would be avoided or reduced to less than significant levels after mitigation. All impacts would be avoided or reduced to less than significant levels after mitigation to ensure that the project will not cause substantial environmental damage or injure fish, wildlife, or their habitat.

*f.* *Neither the design of the subdivision nor the type of improvements are likely to cause serious public health problems.*

The proposed map and improvements will have access to a public sanitary sewer system for the removal and disposal of wastewater and to other necessary utility services. The site will be developed in accordance with the standards of the Engineering Division, the Municipal Code, the Uniform Building Code, and other applicable requirements.

*g.* *The design of the subdivision or the type of improvements will either (i) not conflict with recorded or adjudged easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; or (ii) alternate easements, for access or for use, will be provided, and these will be substantially equivalent to ones previously acquired by the public.*

There are no easements on the property that would be affected by implementation of the proposed project. Access to the site will be provided via San Bernardino Road and Badillo Street.

**SECTION 2.** Pursuant to all of the evidence presented, both oral and documentary, and further based on the findings above, the tentative tract is approved subject to the provisions of the West Covina Municipal Code, provided that the physical development of the herein described property shall conform to said plan and the conditions set forth herein which, except as otherwise expressly indicated, shall be fully performed and completed or shall be secured by bank or cash deposit satisfactory to the Community Development Director, before the use or occupancy of the property is commenced and before the Certificate of Occupancy is issued, and the violation of any of which shall be grounds for revocation of said tentative tract map by the Planning Commission or City Council.

**SECTION 3.** The tentative tract shall not be effective for any purpose until the owner of the property involved (or a duly authorized representative) has filed at the office of the Community Development Director, his affidavit stating he is aware of, and accepts, all conditions of this tentative tract map and precise plan, as set forth below. Additionally, no permits shall be issued until the owner

of the property involved (or a duly authorized representative) pays all costs associated with the processing of this application pursuant to City Council Resolution No. 8690.

**SECTION 4.** The costs and expenses of any enforcement activities, including, but not limited to attorneys' fees, caused by the applicant's violation of any condition imposed by this approval or any provision of the West Covina Municipal Code shall be paid by the applicant.

**SECTION 5.** The City Council approves tentative tract map No. 83444 subject to the following conditions:

**PLANNING DIVISION**

1. Comply with plans reviewed by the City Council on October 18, 2021.

2. That the project complies with all requirements of the applicable standards of the West Covina Municipal Code.

3. Approval of this parcel map is contingent upon, and shall not become effective unless and until, approval of Precise Plan No. 20-08, General Plan Amendment No. 20-03, Zone Change No. 20-04, and Development Agreement No. 21-01.

4. These conditions of approval shall be printed on or attached to the working drawings submitted to the Engineering Division for approval.

5. The approved use shall not create a public nuisance as defined under Section 15-200 of the West Covina Municipal Code.

6. The applicant shall defend, indemnify, and hold harmless the City of West Covina, its agents, officers, and employees from any claim, action or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, approval of this Parcel Map. The City will promptly notify the applicant of any such claim, action or proceeding against the City and will cooperate fully in the defense.

7. In the event the City determines that it is necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the applicant agrees to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the City, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the City should otherwise agree with the applicant to waive said fees or any part thereof. The foregoing shall not apply if the permittee prevails in the enforcement proceeding.

8. That any proposed change to the approved parcel map shall be reviewed by the Planning, Public Works, Fire and Police Departments, and the written authorization of the Community Development Director shall be obtained prior to implementation.

9. The proposed parcel map shall conform to West Covina Municipal Code Chapter 20 - Subdivisions.

10. The applicant shall meet any and all monitoring or reporting requirements necessary to ensure compliance with the mitigation measures contained in the Mitigated Negative Declaration of Environmental Impact as those may be determined by the City, including, but not limited to, entering into an agreement to perform and/or for monitoring and reporting during project construction and implementation. The applicant further agrees it will cease construction of the project immediately upon written notice of a violation of such requirement and that such a provision may be part of any agreement of City and applicant.

11. The applicant shall sign an affidavit accepting all conditions of this approval.

12. **ENGINEERING REQUIREMENTS**

    a. A park dedication in-lieu fee shall be paid to the City of West Covina prior to issuance of a Building Permit pursuant to Section 20-40 of the Municipal Code. The estimated park fee is approximately $21,900 [ 438 x (No. of lots) x $25/sqft (unit price of a developed park)]

    b. A final parcel map prepared by or under the direction of a registered civil engineer or licensed land surveyor shall be submitted to and approved by the City prior to being filed with the Los Angeles County Recorder.

    c. A soils report is required.

    d. A preliminary parcel map guarantee shall be provided which indicates all trust deeds (to include the name of the trustee), all easement holders, all fee interest holders, and all interest holders whose interest could result in a fee. The account for this title report shall remain open until the final parcel map is filed with the Los Angeles County Recorder.

    e. Easements shall not be granted or recorded within any area proposed to be dedicated, offered for dedication, or granted for use as a public street, alley, highway, right of access, building restriction, or other easements until after the final parcel map is approved by the City and filed with the Los Angeles County Recorder; unless such easement is subordinated to the proposed dedication or grant. If easements are granted after the date of tentative approval, a subordination shall be executed by the easement holder prior to the filing of the final parcel map.

    f. Monumentation of parcel map boundaries, street centerlines, and lot boundaries is required if the map is based on a field survey.

    g. All conditions from City Departments and Divisions shall be incorporated into the parcel map prior to submitting the parcel map for review.

    h. In accordance with California Government Code Sections 66442 and/or 66450, documentation shall be provided indicating the mathematical accuracy and survey analysis of the parcel map and the correctness of all certificates. Proof of ownership and proof of original signatures shall also be provided.

    i. Proof of Tax clearance shall be provided at the time of parcel map review submittal.

j. Upon submittal of the parcel map for review by the City, a letter signed by both the subdivider and the engineer shall be provided which indicates that these individuals agree to submit sepia mylar of the recorded map to the City Public Works Department.

**SECTION 6.** The City Clerk shall certify to the adoption of this Resolution and shall enter it into the book of original resolutions.

**APPROVED AND ADOPTED** on this 19th day of October, 2021.

_____
Letty Lopez-Viado
Mayor

**APPROVED AS TO FORM**

_____
Thomas P. Duarte
City Attorney

**ATTEST**

_____
Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-105 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 19th day of October, 2021, by the following vote of the City Council:

AYES:
NOES:

ABSENT:
ABSTAIN:

_____
Lisa Sherrick
Assistant City Clerk

**ATTACHMENT NO. 6**

**ORDINANCE NO. 2490**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA APPROVING DEVELOPMENT AGREEMENT NO. 21-01, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WEST COVINA AND AG WEST COVINA OWNERS LLC FOR THE DEVELOPMENT OF THE AMAZON DELIVERY STATION DAX9 PROJECT**

**WHEREAS,** Scott Murray of Greenlaw Partners submitted a letter and an application requesting a development agreement under the authority of the California Government Code Section 65864 through 65869.5 to vest applicants' rights to development and to provide to the City commitments for enhanced community benefits for the following project:

Repurpose an existing 177,440 square foot building and parking lot on a 21.22-acre site for use as an Amazon Delivery Station and to remove significant trees on-site;

**WHEREAS,** an application for a General Plan Amendment to change the designation from Civic: Public Institution to Industrial on has been submitted for the development of the project; and

**WHEREAS,** an application for a Zone Change from SP-11: Faith Community Church to Manufacturing (M-1) has been submitted for the project; and

**WHEREAS,** an application for a Precise Plan has been submitted for the site plan and architectural review; and

**WHEREAS,** an application for a Tentative Parcel Map (No. 83444) has been submitted to combine two existing lots into one lot; and

**WHEREAS,** a Mitigated Negative Declaration was prepared for the proposed project pursuant to the requirements of the CEQA in support of the finding that there will not be a significant effect on the environment as a result of this project and based on the environmental analyses, with compliance with applicable regulatory requirements and/or the implementation of mitigation measures, the project would have less than significant impacts on humans, as it relates to the following environmental issue areas: aesthetics, agriculture and forestry resources, air quality, energy, GHG emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, tribal resources, utilities and service systems, and wildfire.

The proposed project's impacts on the following issue areas would require the implementation of mitigation measures: biological resources, cultural resources, geology/soils, and transportation. All impacts would be avoided or reduced to less than significant levels after mitigation.

Therefore, the proposed project would not result in environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly, with the implementation of mitigation measures. All impacts would be less than significant after mitigation; and

**WHEREAS,** on September 28, 2021, the Planning Commission conducted a duly noticed public hearing as prescribed by law regarding proposed Development Agreement No. 21-01 and approved Planning Commission Resolution No. 21-6098, recommending that the City Council approve Development Agreement No. 21-01; and

**WHEREAS,** on October 19, 2021, the City Council conducted a duly noticed public hearing as prescribed by law regarding this ordinance approving Development Agreement No. 21-01; and

**WHEREAS,** the City Council has duly considered all information presented to it, including written staff reports and any testimony provided at the public hearing, with all testimony received being made a part of the public record.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1.** The above recitals are true and correct and are incorporated herein as if set forth herein in full.

**SECTION 2.** The Development Agreement is attached as Exhibit "A."

**SECTION 3.** Studies and investigations made by the City Council and on its behalf reveal the following facts:

1. The Development Agreement will provide a clear and substantial benefits to the City and its residents. The Development Agreement proposes a total community benefit payment of $4 million dollars ($1 million due within 30 days after effective date of Development Agreement, $1 million due prior to issuance of final certificate of occupancy for the tenant, and $200,000 per year for ten years). This payment will help offset the fact that the delivery station will not generate sales tax for the City. In addition, since the project does not require a Conditional Use Permit, which would allow the City to place conditions on the operational aspects of the delivery station, operational conditions will be made part of the Development Agreement.

2. The Development Agreement complies with the requirements of the California Government Code Sections 65864-65869.5

.

**SECTION 4.** Based on the evidence presented, Development Agreement No. 21-01 is hereby found to be consistent with the West Covina General Plan (as amended) and the implementation thereof, and that the public necessity, convenience, general welfare, and good zoning practices require Development Agreement No. 21-01.

**SECTION 5.** The City Clerk shall certify to the passage of this ordinance and shall cause the same to be published as required by law. The City Clerk shall record a copy of the Agreement.

**SECTION 6.** This ordinance shall take effect and be in force thirty (30) days from and after the date of its passage.

**PASSED, APPROVED AND ADOPTED** this _____ day of _____, 2021.

_____
Letty Lopez-Viado
Mayor

**APPROVED AS TO FORM**

_____
Thomas P. Duarte
City Attorney

**ATTEST**

_____
Lisa Sherrick
Assistant City Clerk

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES )
CITY OF WEST COVINA )

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, do hereby certify the foregoing Ordinance, being Ordinance No. 2490, was introduced at the October 19, 2021 regular Council meeting and adopted at a regular meeting of the City Council on _____, 2021, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Lisa Sherrick
Assistant City Clerk

# EXHIBIT A

# DEVELOPMENT AGREEMENT

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

**CITY OF WEST COVINA**
**1444 West Garvey Avenue South**
**West Covina, CA91790**
**Attn: City Clerk**

**SPACE ABOVE THIS LINE FOR RECORDER'S USE**

EXEMPT FROM RECORDING FEE PER GOVERNMENT CODE SECTION 6103

# DEVELOPMENT AGREEMENT NO. 21-01 REGARDING DEVELOPMENT OF THE AMAZON DELIVERY STATION DAX9 PROJECT, WEST COVINA, CALIFORNIA

This Development Agreement ("Agreement" or "Development Agreement") is made and entered into as of the "Effective Date" set forth herein, by and among AG WEST COVINA OWNERS, LLC, a Delaware limited liability company, as the master lessor and owner of the property ("Property Owner") and the City of West Covina, a California municipal corporation ("City").

## RECITALS

1. On September __, 2021, the City Council of the City of West Covina ("Council") adopted Resolution No's. _____, approving General Plan Amendment No. 20-03, Zone Change No. 20-04, Precise Plan No. 20-08, and Tentative Parcel Map No. 21-01 (83444), and a Mitigated Negative Declaration ("MND") and Mitigation Monitoring Program pursuant to the California Environmental Quality Act (CEQA), collectively the Entitlements for the Amazon Delivery Station DAX9 Project. Resolution No's._____and all attachments and exhibits thereto are hereby incorporated by this reference. For purposes of this Agreement, the proposed development as approved and defined by Resolution No's. _____is referred to herein as the "Project," and Resolution No's_____are referred to as the "Project Approvals."

2. California Government Code Section 65864, *et seq.* (the "Development Agreement Statute") authorizes cities to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property.

3. City and Property Owner mutually desire to enter into this Development Agreement pursuant to the Development Agreement Statute in order to implement the Project.

4. On_____,_____, City adopted its Ordinance No. (the "Ordinance"), thereby approving this Development Agreement among the City and Property Owner, which is effective as of_____,_____. All of the requirements of the California Environmental Quality Act have been met with respect to the Project, Project Approvals, and this Agreement, and this Agreement is consistent with the City's General Plan.

## AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

**Section 1. Definitions.** In this Agreement, unless the context otherwise requires, the following terms shall have the following meaning:

"City" means the City of West Covina.

"Property Owner" means AG WEST COVINA OWNERS, LLC, 18301 Von Karman, Suite 250, Irvine, CA 92612.

"Effective Date" shall mean the later of, the date the Ordinance becomes effective or, the date the Property Owner records the deed evidencing fee ownership of the Property.

"Entitlements" means General Plan Amendment No. 20-03, Zone Change No. 20-04, Precise Plan No. 20-08, and Tentative Parcel Map No. 21-01.

"Municipal Code" means the West Covina Municipal Code, as amended from time to time.

"Ordinance" means Ordinance No._____, which approved this Agreement.

"Project" means the proposed development of the Subject Property and the Amazon Delivery Station DAX9 Project as defined in the Recitals to this Agreement by reference to Resolution__.

"Project Approvals" means Resolution No's._____, which are also referenced in the Recitals to this Agreement.

"Subject Property" means the real property that is the subject of the Project Approvals and as legally described in Exhibit A to this Agreement.

"Term" shall have the meaning ascribed to it in Section 6 below.

**Section 2. Recitals.** The recitals are part of this Agreement and shall be enforceable as any other provision of this Agreement.

**Section 3. Interest of Property Owner.** Property Owner warrants and represents that, as of the Effective Date, it has or will have legal title to or an equitable interest in all of the Subject Property; that it has full legal right to enter into this Agreement; and that the persons executing this Agreement on behalf of each Property Owner have been duly authorized to do so.

**Section 4. Binding Effect of Agreement.** Property Owner hereby subjects the Project and the Subject Property to the covenants, reservations, and restrictions as set forth in this Agreement. The City and the Property Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon each Property Owner's successors and assigns in title or interest to the Subject Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Subject Property or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations and restrictions expressed in this Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed or other instrument.

The City and Property Owner hereby further declare their understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use

of the Subject Property by Property Owner and the future occupants of the Subject Property, the intended beneficiaries of such covenants, reservations and restrictions, and by furthering the public purposes for which this Agreement is adopted.

**Section 5. Relationship of Parties.** It is understood that the contractual relationship between City and Property Owner is such that City and each Property Owner are each an independent party and neither is the agent or partner of the other for any purpose whatsoever and neither shall be considered to be the agent or partner of the other for any purpose whatsoever.

**Section 6. Term of Agreement.** The initial term of this Agreement (the "Term") shall commence on the Effective Date and shall expire twenty (20) years thereafter. If any litigation affecting development of the Property is filed challenging the Entitlements or this Agreement, including, but not limited to, any environmental determinations related to any of the foregoing, or challenging the validity and binding nature of this Agreement, the term of this Agreement shall be extended for the period of time such litigation is pending and Developer obligations to pay the Sales Tax In-Lieu Fee shall be tolled until the conclusion of such litigation by dismissal or entry of final judgment. Upon the conclusion of such litigation by dismissal or entry of final judgment, Developer and the City shall indicate the period of such extension by amendment to this Agreement and by recording a notice of such effect.

**Section 7. Timing of Development.** Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that failure of the parties to provide for the timing of development resulting in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the City's and Property Owner' intent here to cure that deficiency by acknowledging and providing that Property Owner shall have the right (without obligation), subject to the provisions of this Development Agreement, to complete the Project in such order and at such rate and at such times as Property Owner deems appropriate within the exercise of their subjective business judgment.

**Section 8. Transfer of Subject Property.** If Property Owner should sell, mortgage, hypothecate, assign, or transfer (collectively "transfer" in this Section) the Subject Property or any portion thereof to any person or entity at any time during the Term of this Agreement, such transfer shall be deemed to include an assignment of all rights, duties and obligations created by this Development Agreement with respect to all or any portion of the Subject Property so transferred. Following not less than thirty (30) days prior, written notice to the City, the written assumption by the assignee of all of the obligations of Property Owner under this Agreement pursuant to any such transfer shall relieve Property Owner, without any act or concurrence by the City, of its legal duty to perform under this Agreement except to the extent that Property Owner is in default (subject to applicable notice and cure periods) with respect to any such obligations that accrued prior to the proposed transfer.

**Section 9. General Rights, Standards and Restrictions Pertaining to Development of the Project.** The following specific rights and restrictions shall apply to the use of the Subject Property pursuant to this Development Agreement:

A. Property Owner shall have the right to develop the Project on the Subject Property in accordance with the terms and conditions of the Project Approvals and this Agreement, and City shall have the right to control development of the Subject Property in accordance with the provisions of the Project Approvals and this Agreement.

B. The type, density, intensity, configuration of uses allowed, size, height, and location of buildings and other improvements and provisions for the reservation or dedication of land for public purposes, location of public improvements, including, but not limited to landscaping,

irrigation, sidewalk, and drive approaches, together with other terms and conditions of development applicable to the Project, shall be as set forth in the Project Approvals and this Agreement.

**Section 10. Effect of City Regulations on Development of Project.** Except as expressly provided in this Agreement, all substantive and procedural requirements and provisions contained in City's ordinances, specific plans, rules and regulations, including, but not limited to, the West Covina Municipal Code, in effect as of the Effective Date of this Development Agreement, shall apply to the construction and development of the Project and Subject Property.

A. The provisions of this Section shall not preclude the application to the development of the Project and the Subject Property of those changes in City ordinances, regulations, plans, or specifications that are (i) specifically mandated and required by changes in state or federal laws or regulations as provided in California Government Code Section 65869.5 or any successor provision or provisions, (ii) required to ensure public safety and are made applicable throughout the City, or (iii) are required to ensure access under the Americans with Disabilities Act. In the event such changes prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended or performance thereof delayed, as may be necessary to comply with such changes in the law.

B. Except as provided below, the payment of fees associated with the construction of the Project, including land use approvals, development fees, building permits, etc., shall be in the amounts in effect at the time application is made for such approvals or permits and such amounts may increase over time.

C. City may apply to the Project any and all new health and safety regulations (e.g., fire, building, and seismic, plumbing, and electric codes) that become applicable to the City as a whole after the Effective Date.

**Section 11. Property Owner's Obligations.** In consideration of the rights and benefits Property Owner is granted under this Agreement, Property Owner agrees to provide each and every one of the community benefits set forth in this Section.

A. Sales Tax In-Lieu Fee. The Subject Property will be concurrently re-zoned to permit the Project's proposed use, and City and Property Owner agree that due to the fact that the Project is unlikely to generate direct sales tax revenue to the City vis-à-vis point of sale generation at the Subject Property, Property Owner shall contribute a Sales Tax In-Lieu Fee asa community benefit to compensate the City for potential lost sales tax revenue. The Project is located at 1211 East Badillo Street (current address) and involves the repurposing of a former 177,440 square foot building. Property Owner agrees to pay a total of $4,000,000 as the total Sales Tax Fee to offset any unforeseen and unpredictable decreases in average sales tax during the term of the agreement. The Sales Tax In-Lieu Fee shall be paid in the following manner:

i. Property Owner shall pay a one-time lump sum Sales Tax In-Lieu Fee in the amount of $1,000,000 to the City within 30 days following the Effective Date of this Agreement.

ii. Property Owner shall pay a one-time lump sum Sales Tax In-Lieu Fee in the amount of $1,000,000 to the City prior to issuance of the Final Certificate of Occupancy for the tenant.

iii. Property Owner shall pay an annual Sales Tax In-Lieu Fee in the amount of $200,000 per year on or before the date which is two years after the Effective Date, and thereafter

the ten annual payments shall be made on or before the anniversary of the Effective Date until a total of $2,000,000 has been paid to the City in annual payments.

B. Implementation Conditions Imposed

i. The Project shall install a sound barrier in the form of a 12-foot high masonry wall along the entire length of the Project's eastern property line. Any landscaping that is removed to install the wall shall be replaced.

ii. The Project shall comply with external lighting standards and limitations that the Property has been subject to since the implementation of Specific Plan-11, if such standards are more restrictive that the proposed lighting.

iii. Any light pole replaced along the property line with Lark Ellen Village shall be no taller than existing light poles along the property line with the Lark Ellen Village and shall contain shields to ensure lighting is directed away from Lark Ellen Village.

iv. The operator shall prohibit smoking and playing music in cars or vans with the windows open or otherwise outside within fifty (50) feet of the eastern property line.

v. No speakers or megaphones shall be used on the exterior of the Property in excess of thresholds outlined in the MND, except in the case of emergencies.

vi. The operator shall offer all employees the option of setting aside up to $270/month of their before-tax pay to be used to subsidize alternative transportation expenses. The operator shall also offer preferential parking for car/vanpools close to the building entrance with the number of available spaces varying by demand. The operator shall provide kiosks/bulletin boards where transit and ridesharing options are posted. The operator shall provide a ride-matching platform such as Waze and assign an employee transportation coordinator to encourage the use of alternative transportation options.

C. Operational Conditions Imposed.

i. Per the Traffic Impact Study conducted by NV5 and the Initial Study/Mitigated Negative Declaration document, the facility shall not generate more than 914 trips per day (602 passenger vehicles, 284 delivery vans, and 28 tractor-trailer trucks). The facility operator shall retain the services of a Traffic Engineering firm on the City's list of service providers to conduct an annual 72-hour (consecutive) driveway count recording all trucks, vans, and passenger vehicles going into and out of the four driveways serving the site (three on San Bernardino Road and four on Badillo Avenue). The driveway count occurrence shall take place during the calendar year of every year the development agreement is in full effect. The Driveway Count report shall be submitted directly to the City by the Traffic Engineering firm. If the operations exceed the number of allowable trips per day, City and Property Owner shall meet, develop and implement a resolution satisfactory to both parties.

ii. The operator shall maintain a complaint hotline on a 24/7 status and shall post a publicly visible sign with the 24/7 hotline telephone number, email address, and contact person's name where complaints about the operation of the facility can be received. The operator shall maintain a written log of all complaints and actions taken in connection with the complaints and to inform complainants of the actions taken. The operator shall provide to the City

within ten (10) days of receiving a written request for such information from the City a report of complaints received within the prior 6 months and actions taken in response.

iii. Should any product delivery truck or van's California OSHA required back-up warning alarm disrupt the peaceful quality of life for adjoining residents to the property, beyond the thresholds set forth in the MND, the business operator shall diligently pursue operational changes or vehicle alarm modification to reduce and/or eliminate any disturbing noise heard by adjoining residents.

iv. The operator shall ensure that the left turn pocket on San Bernardino Road shall not have more than one tractor-trailer truck waiting to turn on to the property in any given time. Should the left turn pocket/lane have more than one truck in queue that traffic is backed-up and becomes a problem, the operator shall diligently work with the City of Covina and West Covina to resolve the issue. The operator shall be responsible for reimbursing the impacted cities for the cost of enforcement (staff time including police officers and/or code enforcement officers). If traffic becomes an on-going issue/problem due to trucks crowding the left turn lane, the City and Property Owner shall meet, develop and implement a resolution satisfactory to both parties.

v. The public and/or customers shall not be allowed to pick up packages on the site at any time.

vi. The operator shall ensure that all individual consultants, contractors, and/or self-employed drivers maintain a City business license.

vii. The operator shall, in good faith, purchase supplies and services from City of West Covina based businesses and request all consultants and contractors to patronize City of West Covina businesses in performing their tasks, including the purchase of fuel for delivery vans.

D. Apprenticeship Program. The Property Owner and/or his successor shall implement its best efforts to develop and maintain an Apprentice/Intern Program with West Covina Unified School District (West Covina High School), Covina-Valley Unified School District (South Hills High School), and Rowland Unified School District (Nogales High School) to assist high school students who may desire a career in business to learn job skills and earn at the same time.

**Section 12. Timing of Property Owner's Obligations**. Unless otherwise stated herein, any and all sums outlined in Section 11 shall become due and payable within 30 days of receipt of the Project's Certificate of Occupancy. Notwithstanding the above, Property Owner shall have the right to pay any and all sums outlined in Section 11 prior to the date they become due without any penalty to Property Owner.

**Section 13. City's Obligations.** The City shall expedite review of all plans and issuance of all permits associated with the project, including the improvements set forth in the Project Approvals. For Plans submitted prior to City Council approval, the City and Property Owner shall work together in good faith to issue permits, or provide written details of corrections necessary for the issuance of the permits within two (2) business days of the effective date of the Ordinance. For all other plans and permits submitted after City Council approval, for the project or offsite

improvements required by this Agreement, the City shall conduct an expedited review process with initial review of all permit sets and issuance of any comments to the Property Owner within 8 days (2 working weeks) of submittal. The City shall issue subsequent review comments within 4 days (1 working week) of resubmittal. The issuance of any permits shall not occur until the effective date of the Ordinance. All submittals made by the developer shall note the time limits and specifically reference this Agreement and this Section

**Section 14. Annual Review**. In accordance with Government Code section 65865.1, the City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith compliance by Developer with the terms of this Agreement. Failure of the City to conduct an annual review shall not constitute a waiver by the City or Developer to conduct a future annual review or to otherwise enforce the provisions of this Agreement, nor shall a party have or assert any defense to such enforcement by reason of any such failure. The failure of the City to undertake such review shall not, in itself, invalidate the terms of this Agreement or excuse any party hereto from performing its obligations under this Agreement.

At least ten (10) days prior to the commencement of any annual review, the City shall deliver to Developer a copy of any public staff reports and other documents to be used or relied upon in conducting the review. Developer shall be permitted an opportunity to respond to the City's evaluation of Developer's performance by written and oral testimony at the public hearing to be held before the City Council.

At the conclusion of the annual review, the City shall make written findings and determinations on the basis of substantial evidence, as to whether or not Developer or its successors have complied in good faith with the terms and conditions of this Agreement.

**Section 15. Indemnification and Legal Challenge.**

A. To the maximum extent permitted by law, Property Owner must defend, indemnify, and hold City and its elected officials, officers, contractors serving as City officials, agents, and employees ("Indemnitees") harmless from liability for damage and/or claims for damage for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities for damages caused or alleged to have been caused by reason of the Property Owner's activities in connection with the development and/or construction of the Project on the Project site, and which may arise from the direct or indirect operations of the Property Owner or those of the Property Owner's contractors, agents, tenants, employees or any other persons acting on Property Owner's behalf, which relate to the development and/or construction of the Project. This indemnity provision applies to all damages and claims for damage, as described above, regardless of whether or not the City prepared, supplied, or approved the plans, specifications, or other documents for the Project.

B. In the event of any legal action challenging the validity, applicability, or interpretation of any provision of this Agreement, any of the Entitlement documents pertaining to the Project including, without limitation, the City's General Plan, Zoning Ordinance, or any other supporting document relating to the Project, the applicable Property Owner must indemnify, defend and hold harmless the Indemnitees, and each of them, with respect to all liability, costs and expenses incurred by, and/or awarded against, the City or any of the Indemnitees in relation to such action. The City shall have the right to select counsel of its choice that the Property Owner reasonably approves. The parties hereby agree to cooperate in defending such action. The City will cooperate in any such third-party challenge and will not take any position adverse to the Property Owner in connection with such third-party challenge.

C. In the event of any litigation challenging the effectiveness of this Agreement, or any portion hereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending, unless otherwise ordered by the court. Absent issuance of an injunction, the Property Owner may elect to continue development under this Agreement pending completion of the litigation but it shall do so at its sole risk, and the City shall not be liable for any loss suffered as a result thereof.

D. If any litigation results in a judgment wherein the courts order the City to reconsider any matter pertaining to this Agreement or the Entitlements, the City and Developer agree that such reconsideration shall be expeditiously performed to remedy any defects noted in the judgment. If such remedy includes the need to re-approve any or all of the Entitlements, the City agrees to expeditiously re-approve any or all of the Entitlements in a manner consistent with the requirements of the judgment and to the extent re-approval is in harmony with the spirit and intent of this Agreement, the original Entitlements, and the public welfare.

E. This Section shall survive the expiration or earlier termination of this Agreement.

**Section 16. Amendments.** This Agreement may be amended or canceled, in whole or in part, only by mutual written consent of the parties and then in the manner provided for in California Government Code § 65868, *et seq.*, or successor provisions thereto.

**Section 17. Enforcement.** In the event of a default under the provisions of this Agreement by a Property Owner, City shall give written notice to the Property Owner (or its successor) by registered or certified mail addressed at the address stated in this Agreement, and if such violation is not corrected to the reasonable satisfaction of City within sixty (60) days after such notice is served on the Property Owner, or if not corrected within such reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within said sixty (60) days (provided that acts to cure the breach or default must be commenced within said sixty (60) days and must thereafter be diligently pursued by Property Owner), then City may, without further notice, declare a default under this Agreement and, upon any such declaration of default, City may bring any action necessary to specifically enforce the obligations of the Property Owner growing out of the operation of this Development Agreement, apply to any court, state or federal, for injunctive relief against any violation by the Property Owner of any provision of this Agreement, or apply for such other relief as may be appropriate.

**Section 18. Event of Default.** A Property Owner is in default under this Agreement upon the happening of one or more of the following events or conditions:

A. If a material warranty, representation or statement made or furnished by the Property Owner to City set forth herein or in any document incorporated by reference herein is false or proved to have been false in any material respect when it was made;

B. If a finding and determination is made by City following an annual review pursuant to this Agreement, upon the basis of substantial evidence, that the Property Owner has not complied in good faith with any material terms and conditions of this Agreement, after notice and opportunity to cure as provided by this Agreement; or

C. A breach by the Property Owner of any of the provisions or terms of this Agreement, after notice and opportunity to cure as provided in this Agreement.

**Section 19. No Waiver of Remedies.** City does not waive any claim of defect in performance by a Property Owner if on periodic review City does not enforce this Agreement. Nonperformance by

a Property Owner shall not be excused because performance by the Property Owner of the obligations herein contained would be unprofitable, difficult, or expensive, or because of a failure of any third party or entity, other than City. Subject to the provisions of Section 19, all other remedies at law or in equity which are not otherwise provided for in this Agreement are available to each party to pursue in the event that there is a breach of this Development Agreement by the other party (subject to applicable notice and cure periods). No waiver by City or Property Owner of any breach or default under this Development Agreement by the other party shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

**Section 20. City Not Liable For Damages.** It is acknowledged by the parties that the City would not have entered into this Agreement if it could be held liable in damages under or with respect to this Agreement or the application thereof. Consequently, and except for the payment of attorney's fees in accordance with this Agreement, the City shall not be liable in damages to the Property Owner, or to any assignee, transferee, or any other person, and the Property Owner covenants on behalf of itself and its successors in interest not to sue for or claim any damages:

A. For any breach of this Agreement;

B. For the taking, impairment or restriction of any right or interest conveyed or provided hereunder or pursuant hereto;

C. Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement; or

D. For any injury to or interference with the rights of the property owner, allegedly or actually arising out of, or incurred in connection with, the parties entering this Agreement, or their exercise of any rights under this Agreement.

The parties hereby warrant that each enters into this Agreement with the understanding that if the City defaults on its obligations under this Agreement due to an action taken by the electorate of the City in the exercise of the reserved powers of initiative and referendum, this Agreement shall be modified or suspended to the extent required by Government Code Section 65869.5 and Property Owner's right to seek specific performance, a writ of mandate, or other mandatory relief shall be limited by such force as the action taken by the electorate may have in light of state law as determined by any court of competent jurisdiction, in which case the Property Owner' principal remedy shall lie in reformation of this Agreement

**Section 21. Rights of Lenders Under this Agreement.** Should a Property Owner place or cause to be placed any encumbrance or lien on the Project, or any part thereof, the beneficiary ("Lender") of said encumbrance or lien shall have the right at any time during the term of this Agreement and the existence of said encumbrance or lien to:

A. Do any act or thing required of the Property Owner under this Agreement, or cure any default of the Property Owner under this Agreement within the time limits set forth in this Agreement, and any such act or thing done or performed by Lender or cure shall be as effective as if done by Property Owner;

B. Realize on the security afforded by the encumbrance or lien by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by the security document evidencing the encumbrance or lien (hereinafter referred to as "a trust deed");

C. Transfer, convey or assign the title of the Property Owner to the Subject Property to any purchaser at any foreclosure sale, whether the foreclosure sale be conducted pursuant to

court order or pursuant to a power of sale contained in a trust deed; and

D. Acquire and succeed to the interest of the Property Owner by virtue of any foreclosure sale, whether the foreclosure sale is conducted pursuant to a court order or pursuant to a power of sale contained in a trust deed.

Should any Lender require or request an amendment of this Agreement in respect of the rights and remedies granted to a Lender, City hereby agrees to consider such an amendment in good faith and in accordance with state and local law so long as the proposed amendment does not materially and adversely affect the rights, powers, and remedies of the City in respect of a default by the Property Owner hereunder.

**Section 22. Notice to Lender.** City shall give written notice of any default or breach under this Agreement by Property Owner to Lender (if known by City) simultaneously with such notice of default City gives to Property Owner and afford Lender the opportunity after receipt of service of the notice to:

A. Cure the breach or default within thirty (30) days after service of said notice, where the default can be cured by the payment of money;

B. Cure the breach or default within thirty (30) days after service of said notice where the breach or default can be cured by something other than the payment of money and can be cured within that time; or

C. Cure the breach or default in such reasonable time as may be required where something other than payment of money is required to cure the breach or default and cannot be performed within thirty (30) days after said notice, provided that acts to cure the breach or default are commenced within a thirty (30) day period after service of said notice of default on Lender by City and are thereafter diligently continued by Lender.

**Section 23. Action by Lender.** Notwithstanding any other provision of this Agreement, a Lender may forestall any action by City for a breach or default under the terms of this Agreement by a Property Owner by commencing proceedings to foreclose its encumbrance or lien on the Subject Property. The proceedings so commenced may be for foreclosure of the encumbrance by order of court or for foreclosure of the encumbrance under a power of sale contained in the instrument creating the encumbrance or lien. The proceedings shall not, however, forestall any such action by the City for the default or breach by the Property Owner unless:

A. They are commenced within thirty (30) days after service on Property Owner (and on Lender if Lender's address is provided by notice to the City pursuant this Agreement) of the notice described hereinabove;

B. They are, after having been commenced, diligently pursued in the manner required by law to completion; and Lender keeps and performs all of the terms, covenants, and conditions of this Agreement requiring the payment or expenditure of money by the Property Owner until the foreclosure proceedings are complete or are discharged by redemption, satisfaction, or payment.

**Section 24. Notice.** Any notice required to be given by the terms of this Agreement shall be provided by certified mail, return receipt requested, at the address of the respective parties as specified below or at any other such address as may be later specified by the parties hereto.

To Property Owner: AG WEST COVINA OWNERS, LLC
18301 Von Karman, Suite 250

Irvine, CA 92612

To City: City of West Covina
1444 West Garvey Avenue South
West Covina, CA91790
Attention: City Manager

**Section 25. Attorneys' Fees.** In any proceedings arising from the enforcement of this Development Agreement or because of an alleged breach or default hereunder, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees and experts' fees incurred during the proceeding (including appeals) as may be fixed within the discretion of the court.

**Section 26. Binding Effect.** This Agreement shall bind, and the benefits and burdens hereof shall inure to, the respective parties hereto and their legal representatives, executors, administrators, successors and assigns, wherever the context requires or admits.

**Section 27. Applicable Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for any action or litigation brought for breach or to enforce any provision of this Agreement shall be the County of Los Angeles, California.

**Section 28. Partial Invalidity.** If any provisions of this Agreement shall be deemed to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

**Section 29. Recordation.** The City Clerk shall record this Agreement in the Official Records of the County Recorder of the County of Los Angeles within ten (10) business days following the Effective Date. Upon the expiration of the terms of this Agreement and the request of the Property Owner, the City will execute and deliver, in recordable form, an instrument confirming that this Agreement is terminated and of no further force or effect.

**Section 30. Force Majeure.** In the event that any party hereto shall be delayed or hindered or prevented from performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, riots, insurrection, terrorism, war or other reason of similar nature not the fault of the party delayed in performing the work or doing the acts required under the terms of this Agreement, then the performance of such act shall be excused for the period of the delay caused by the foregoing. Financial inability shall not be deemed an excuse for delay under this Section 30.

**Section 31. Integrated Agreement.** This Development Agreement consists of this Agreement together with all Exhibits attached hereto, and all of the same are hereby incorporated by reference. The provisions of this Agreement shall govern over any inconsistent or conflicting provisions set forth in the Exhibits. No representation or promise, verbal or written, not expressly set forth herein shall be binding or have any force or effect.

**Section 32. Termination.** This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

A. Expiration of the stated Term of this Agreement as set forth in Section 6.

B. Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance

approving this Agreement.

C. The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property including but not limited to, all conditions and mitigation measures imposed as part of such entitlements prior to the date of termination. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement that has occurred prior to such termination or with respect to any obligations that are specifically set forth as surviving this Agreement.

**Section 33. Time of Essence.** Time is of the essence in every provision hereof in which time is a factor.

**Section 34. Headings.** Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

**Section 35. No Third Party Rights.** No third party shall be deemed to have any rights hereunder against either party as a result of this Agreement.

**Section 36. Operating Memoranda.** The provisions of this Agreement require a close degree of cooperation between the City and Property Owner. The anticipated refinements to the Project may demonstrate that clarifications to this Agreement and the Project Approvals are appropriate with respect to the implementation of this Agreement and the Project Approvals. If, when, and as it becomes necessary or appropriate to take implementing actions or make such changes, adjustments or clarifications, the Parties may effectuate such actions, changes, adjustments or clarifications through an operating memorandum ("Operating Memorandum") approved by the parties in writing which references this Section. Such Operating Memorandum shall not require public notices and hearings or an amendment to this Agreement unless it is required by Section 16 above. The City Manager shall be authorized, after consultation with and approval of Property Owner, to determine whether a requested adjustment, clarification or implementing action (i) may be effectuated pursuant to this Section 33 and is consistent with the intent and purpose of this Agreement and the Project Approvals or (ii) is of the type that would constitute an amendment to this Agreement and thus would require compliance with the provisions of Section 16 above. The authority to enter into such Operating Memorandum is hereby delegated to the City Manager, and the City Manager is hereby authorized to execute any Operating Memorandum hereunder without further City Council action.

IN WITNESS WHEREOF, this Agreement has been executed by the parties and shall be effective on the Effective Date set forth hereinabove.

**CITY OF WEST COVINA,**
a Municipal Corporation

Dated: _____

_____
Letty Lopez-Viado, Mayor

ATTEST:

_____
Lisa Sherrick
Asst. City Clerk

Approved as to form:

_____
Thomas P. Duarte
City Attorney

Developer: AG WEST COVINA OWNERS, LLC
18301 Von Karman, Suite 250
Irvine, CA 92612

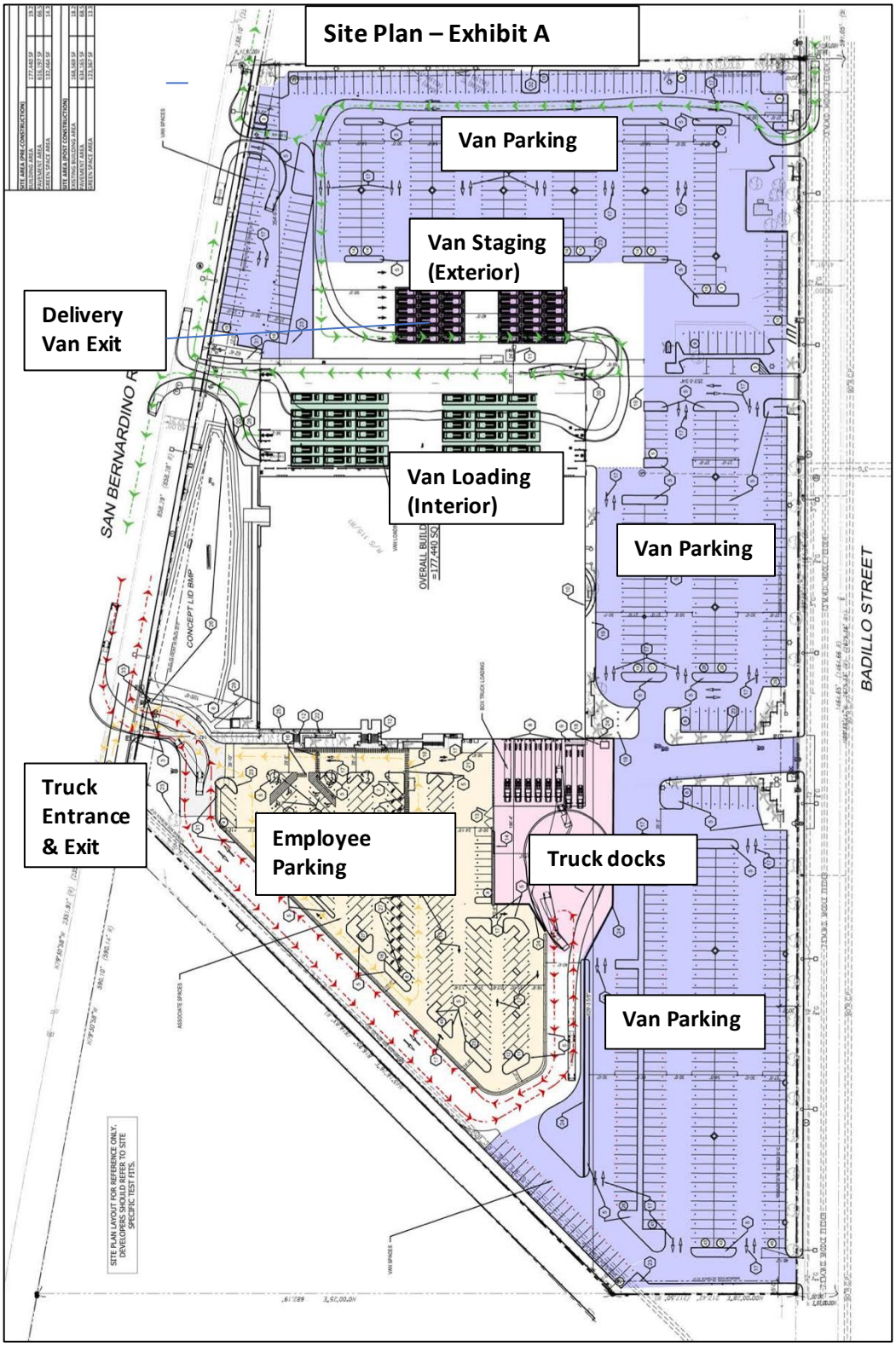
By: _____

Name: Wilbur H. Smith III

Title: Principal

Dated: 10/4/21

# ATTACHMENT NO. 7



GREENLAW
PARTNERS

**1211 E Badillo St, West Covina, CA**
**Community Outreach Update – 8/18/21**

As part of Greenlaw's commitment to community outreach, the project team conducted a neighborhood walk of homes on Elgenia Ave. - those closest to the project site. An introduction letter and FAQ with site plans and images were prepared as part of this effort (attached). The objective was to meet with neighbors, answer questions, invite to the online forum and provide contact information for future dialogue. The following summarizes the neighborhood walk.

**Date**: Evening of Tuesday, August 10, 2021
**Location**: Elgenia Ave., homes adjacent to Badillo St.

**Summary of Contacts**

- Number of Homes on Street: 31
- Doors Knocked: 29 (2 homes had no solicitation signs, which we respected)
- Extended Conversations: 8, with 21 homes receiving project handout

**Summary of Feedback**

Most neighbors were either supportive of the project or indifferent. No neighbors expressed negative feedback or concerns. The most common questions were:

- Will the building change size/height? (*building size/height is not changing)*
- Are you cutting down any trees? *(trees and landscape will be added and enhanced)*
- Where will the larger trucks enter? *(San Bernardino Ave., and not Badillo St.)*

One woman, who is directly adjacent to the site, expressed strong support, saying "that's a great relief" when it was explained this would be a delivery station and not a taller building with residents that would be looking down into her backyard.

**Post-walk Communication**
It was important to provide multiple ways for the neighbors to reach us. So we included cell and office phone numbers, emails and a registration link for the online presentation. As of Tuesday, August 17, no calls, emails or registrations have been received.

**Additional Outreach**
Earlier last week, the team met with individuals from the Lark Ellen Village apartment community adjacent to the project site. These neighbors expressed strong support for the project and mentioned that many of their neighbors within the apartment community will be applying for jobs at this Amazon facility. The team also met with local businesses, including Lisa's Diner, to the west of the project site, all of which were supportive and realized the potential economic benefits of having more employees in the area, saying, "this will help recover pandemic losses." In addition to the 8/30 online presentation, we anticipate additional meetings, briefings and outreach efforts in the coming weeks. We will also be inviting all residents within the radius notification area to our 8/30 online presentation.

# PLANS FOR THE BADILLO ST. PROPERTY

## Badillo St. Property - TODAY

The property houses a former industrial warehouse and is occupied by Faith Church. The building hosts daily events, meetings and pre-school classes, with church services weekly.

## Badillo St. Property - FUTURE

The future project will keep the existing building, while making landscape and aesthetic improvements, including adding numerous new trees.

**Join us August 30th for an online meeting to learn more about plans for the property at 1211 W. Badillo St.**

**See reverse side for more information.**

GREENLAW
18301 Von Karman Ave Suite 250
Irvine, CA 92612

FIRST CLASS
PRESORT
U.S. POSTAGE
**PAID**
AMI

BC-8264

# Updates on the Faith Church Property on Badillo Street

We are writing with an update on the Faith Church property located at 1211 W. Badillo St. in the city of West Covina. The church has decided to sell its property to expand and maintain their mission in the area. They selected our company, Greenlaw Partners, based on our family-owned roots, track record of success and future plans to maintain the integrity of the site.

As your future neighbors, we'd like to introduce ourselves to you and share our plans for the building. In general, the building will stay as it is today and return to a commercial use.

Join us for a virtual meeting to learn more about these plans.

**Updates on the Faith Church Property on Badillo Street**
**Monday, August 30 | 6:30 - 7:30 p.m.**
**RSVP Here: https://bit.ly/3iTsr11**

Please type in the link above carefully to register for the online forum. You may also call (714) 330-0321 or email steve@grey-comm.com to RSVP. Registration is needed to ensure you can access the online meeting.

# Summary of Community Outreach for the Parcel Delivery Station Project

August 31, 2021

Over the past several weeks, Greenlaw has conducted significant public outreach to engage and inform the community about its plans for a parcel delivery station. This includes a community forum held Monday, August 30. The forum was preceded by a neighborhood walk for homes in the Elgenia Ave. neighborhood on August 10 that included an invitation to the forum, project renderings, an FAQ and comprehensive project overview. A mailer was also sent to homes around the site with project information and an invitation to the forum. Numerous individual meetings have also been held with local residents and businesses.

The following summarizes outreach efforts and results to date:

**What:** **Community Forum**
Date: Monday, August 30, 6:30-7:30 p.m.
Location: Held online to facilitate greater participation considering current circumstances

Approximately 200 invitations with project information were sent to West Covina homes within the city's notification radius. Contact information was included for residents to call or email the project team directly with questions. Additionally, the project team personally walked Elgenia Ave. to invite homeowners, answer questions and provide additional information.

In addition to the project team, there were 14 total attendees; 6 were neighbors, 2 represented the Lark Ellen Apartment community property management company, the balance were from the city or its environmental consultant.

The project team gave an approximately 40-minute overview of the project, walking through specific issues, like parking, traffic flow, noise, lighting and other anticipated concerns. The forum encouraged questions from the public; 6 questions were asked:

- What are the projected hearing dates?
- What entitlements are being requested?
- Who is the primary contact at the city?
- Will most traffic be on San Bernardino Ave?
- Will there be a wall along the Lark Ellen boundary?
- Will independent drivers use the same route as vans?

There was one phone call leading up to the meeting with a neighbor who had questions about routes within the property and potential noise impacts.

**What:** **Neighborhood Walk**
**Date**: Evening of Tuesday, August 10, 2021
**Location**: Elgenia Ave., homes adjacent to Badillo St.

**Summary of Contacts**

- Number of Homes on Street: 31
- Doors Knocked: 29 (2 homes had no solicitation signs, which we respected)
- Direct Conversations: 8, with 21 homes receiving project handout

**Summary of Feedback**

Most neighbors were either supportive of the concept or indifferent. No neighbors expressed negative feedback or concerns. The most common questions were:

- Will the building change size/height? (*building size/height is not changing)*
- Are you cutting down any trees? *(no, trees will be added)*
- Where will the larger trucks enter? *(San Bernardino Ave., and not Badillo St.)*

One woman, who is directly across from the site, expressed strong support, saying “that’s a great relief” when it was explained this would be a distribution center and not a taller building.

**Post-walk Communication**
It was important to provide multiple ways for neighbors to reach us. So we included cell and office phone numbers, emails and a registration link for the forum. As of Thursday, August 12, no calls, emails or registrations have been received.

**Additional Outreach**
The project team has also met with individuals from the Lark Ellen Village apartment community adjacent to the project site. Two of these neighbors expressed strong support for the project. One has raised questions about van routes and potential noise. The team also met with local businesses, including Lisa’s Diner, to the west of the project site, all of which were supportive and realized its potential economic benefits, saying, “this will help recover pandemic losses.” In addition to the 8/30 online forum, we anticipate additional meetings, briefings and outreach efforts in the coming weeks.

| | |
|---|---|
| **From:** | Dean Navarro |
| **To:** | Jo-Anne Burns |
| **Cc:** | Don Lamm |
| **Subject:** | RE: West Covina |
| **Date:** | Wednesday, September 22, 2021 8:53:50 PM |

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Jo-Anne,

On Monday, September 20th we had a discussion with the City of Covina. To my knowledge, attendance from the Covina side were Chris Marcarello (City Manager), Angel Carrillo (Asst City Manager), Brian Lee (Community Development Director) and Rafael Fajardo (City Engineer). We discussed the history of each other's involvement in this project, including the meetings we held in the past and the series of comments and requests that Covina has given us over the last few months. Notable requests that we implemented into our plan were re-aligning the northwest drive aisle with Cutter Way, as well as installing a traffic signal at Cutter Way and San Bernardino Rd. We have incorporated all of Covina's comments into our plan and we were pleased with their latest comment letter to the MND. We also discussed truck traffic on San Bernardino Road as noted in the MND, since that road is a designated truck route by Caltrans. We also offered to reimburse Covina for an analysis that studies roadway impacts. We will be continuing that conversation into next week and plan on addressing any of Covina's comments thereafter.

We are pleased with Covina's responsiveness and professionalism towards our project. We look forward to working with them to make sure we are good neighbors.

Thanks,

**Dean Navarro**
Greenlaw Partners
18301 Von Karman Ave
Suite 250
Irvine, CA 92612
**D** (949) 331-1346
**M** (949) 573-1915

GREENLAW

**ATTACHMENT NO. 9**

**From:** Alisa Sokel
**To:** Letty Lopez-Viado; Jo-Anne Burns
**Subject:** AMAZON PROJECT DEVELOPMENT
**Date:** Sunday, August 15, 2021 7:51:05 AM

---

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning,

My name is Alisa Sokel and I am West Covina resident. I would like to express my support for Amazon warehouse coming into our neighborhood.

I actually live next door, in Lark Ellen Village Apartments. Some of my neighbors are concerned about noise pollution and traffic congestion. But we got a chance to talk to developers briefly and their plan is well taught of and organized in a way where those disruption would be minimal.

Even if noise pollution and traffic jam rise, the benefits out way the cons of this project.

In these uncertain times, people need jobs. Desperately. Unemployment rate has to go down. Our local businesses, like Lisa' s Coffee Shop , could use a boost! It's been rough... and above all, let's think about tax revenue. City could use it for sure! We all need it...

Thank you for taking the time and reading this email.

If you have any more questions, please do not hesitate to contact me, or my husband at any time.

Lalo Tobias
Alisa Sokel
Thank you for your time once again.

Sent from Yahoo Mail on Android

**From:** Martin Espinosa
**To:** Jo-Anne Burns
**Subject:** 09-20-21 Amazon Prime Truck In Red Zone
**Date:** Tuesday, September 21, 2021 7:46:58 AM

---

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Jo-Anne,

Another example of a Amazon Prime truck blocking the oncoming view of traffic and parked in the red zone. Until UPS, Amazon and Fedex hold their driver's personally responsible for parking violations this will not end. Note, each one of these companies have a specific budget for parking violation fees all that is required is that they are reported in a timely manner.

Regards,

Martin
[redacted]

amazon

| | |
|---|---|
| **From:** | Martin Espinosa |
| **To:** | Jo-Anne Burns |
| **Subject:** | 09-10-21 Re: Pics of Amazon truck blocking view Of West Bound Oncoming Traffic From Lark Ellen |
| **Date:** | Friday, September 10, 2021 7:20:53 AM |
| **Attachments:** | 20210904_175236.jpg<br>20210904_175300.jpg |

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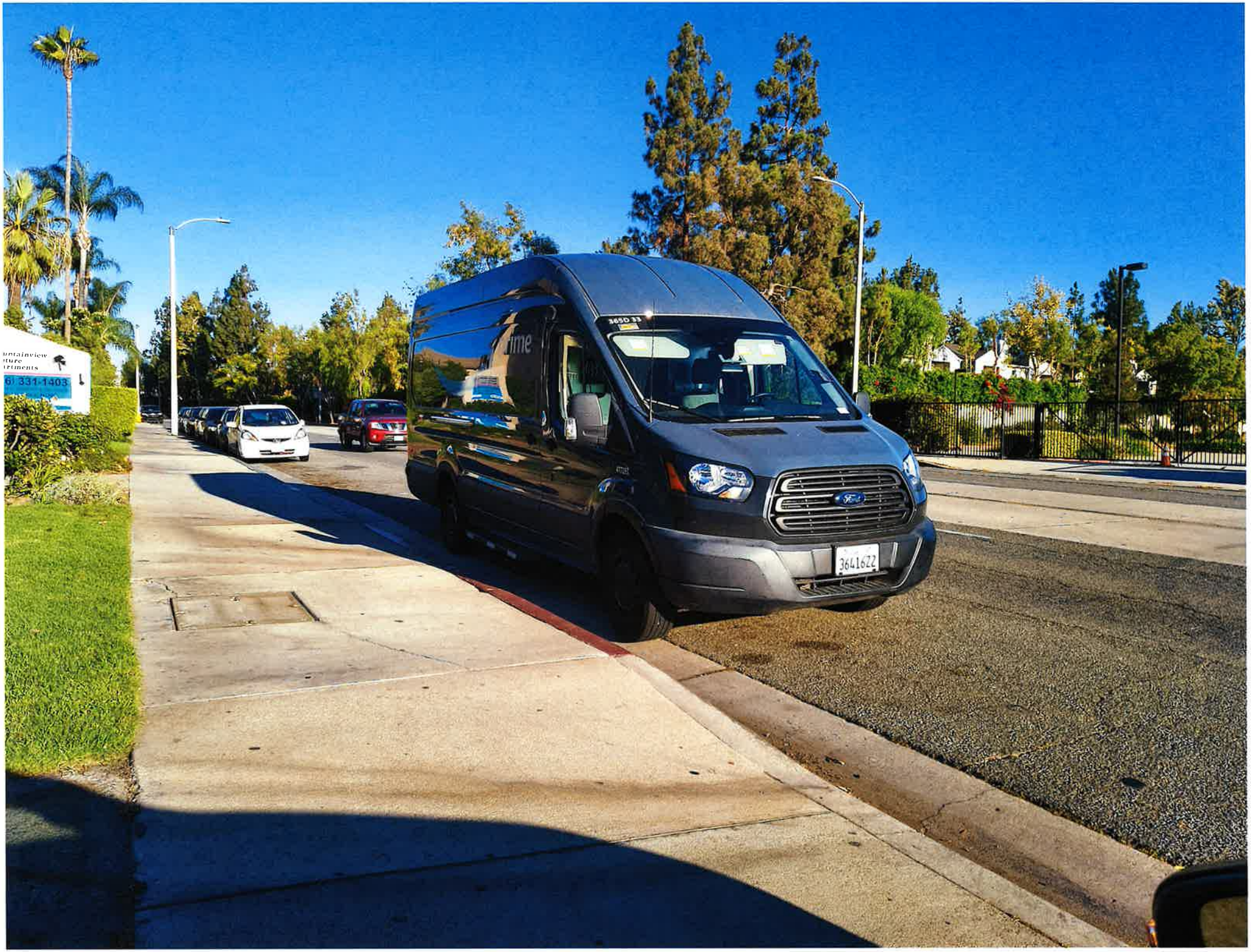
CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.


331-1403
3641622

Mountainview
Venture
Apartments
626 331-1403
365D 23
3641622

# Teamsters Local Union No. 1932

*Affiliated with the* **INTERNATIONAL BROTHERHOOD OF TEAMSTERS**



Executive Board

Randy Korgan
Secretary-Treasurer

Kathleen Brennan
President

Rich Smith
Vice President

Sheri Orellana
Recording Secretary

Don Ballard
Trustee

Gina Jordan
Trustee

Marcie Larkin
Trustee

Nidal Rafeedie
Trustee

Martin Romero
Trustee


September 28, 2021
City of West Covina
Planning Commission
1444 West Garvey Avenue South,
2nd Floor, Room 208
West Covina, CA 91790

Planning Commissioners,

This letter is submitted as comment on Agenda Item #2, the adoption of a Mitigated Negative Declaration, adoption of a General Plan Amendment, zoning change, and adoption of a development agreement. This letter will also provide responses to some of the responses to the comment letter(s) submitted specifically regarding the adoption of the Mitigated Negative Declaration.

**Development Agreement**

***Traffic***

The Development Agreement vests rights in the applicant to develop the property and by doing so, it gives away a certain degree of discretion the City and public would otherwise be able to exercise over the permitting and conditioning of the Project. Therefore, it is important that the conditions imposed by the Development Agreement account for the fullest reasonable range of impacts from development and operation of the site.

For example, the requirement the site not generate more than 914 trips per day, and that a traffic study be conducted to confirm the traffic counts, should include proper remedies and more specificity as to the timing and nature of the testing. For example, while the facility operator (i.e., Amazon) should be required to bear the cost of the study and choose from a list of city traffic engineers, the date and time should be of the City's choosing and should be conducted at least once during the so-called "peak period" near the end of the year (i.e., the holiday season).

Additionally, the enforcement mechanism needs to be spelled out with more specificity, to protect the City and the public. The requirement that a violation results in a requirement for a meeting and a "satisfactory to both parties" resolution is in effect no remedy, because it ultimately leaves the discretion only on the side of the project operator: by definition, if Amazon is violating the cap on trips, and the only remedy is one that is by definition in the agreement itself, is one that is "satisfactory" to them, then the City and the public lack any ability to impose a remedy to stop on-going violations.


433 N. Sierra Way | San Bernardino, CA 92410 | Mailing Address: P.O. Box 432 | San Bernardino, CA 92402
Office: (909) 889-8377 | Fax: (909) 888-7429 | Website: www.teamsters1932.org

This can be a rather straightforward imposition of a fine, or contractual fee, that the project operator has to pay for substantiated violations, but which can be tolled unless the City and Amazon not arrive at a "mutually satisfactory" resolution to the violations, with a mechanism in place to ensure that compliance has been reached. This rather straightforward and common-sense provision would give the City and the public an appropriate degree of enforcement authority. Absent a provision of this kind, there is no incentive for the operator to abide by the requirements of the traffic study and the Mitigated Negative Declaration.

***Acoustics/Noise***

The condition regarding acoustics and noise suffers from a similar problem to the traffic condition: a lack of enforceability. The project operator should be required to provide for occasional acoustical and noise impact study during operational hours, to test whether noise levels are being exceeded. As written the development agreement's condition "prohibiting" noise violations only applies when the impact threshold level in the MND is violated. The residents most likely to be impacted would therefore need to substantiate that the noise impacts they are experiencing do in fact rise to the threshold level. The project operator should not be permitted to shift the burden, particularly the cost, of substantiating violations onto the public. While residents should nevertheless be encouraged to report violations to the city, a provision requiring periodic testing would defray the burden and help substantiate complaints by residents regarding acoustical impacts.

**CEQA Comments**

Response to CC-2-1: Staff misconstrues the objection from the City of Covina regarding advanced degradation of pavement, and the need to conduct a study. Advanced degradation of public infrastructures, such as roads, is a matter of environmental impact. The failure to address this impact, once it has been identified, constitutes a failure to satisfy the requirements of CEQA. The impact from heavy vehicles degrading asphalt--causing cracks, erosion, and sediment runoff, requiring more frequent repairs, and therefore more construction activity and irregular traffic patterns including degradation of levels of service--are plainly environmental issues subject to CEQA, and a fair argument exists that the intense increase of heavy-traffic use of roads that have not been appropriately studied for that purpose will cause a significant impact.

Response CC-2-11: This response improperly avoids addressing the concern raised by the City of Covina on the grounds that it is "speculative" and "references a hypothetical scenario in the future." Most environmental studies deal with "hypothetical scenarios in the future"--that is, attempt to anticipate reasonably foreseeable future impacts. That is the entire purpose of conducting a thorough environmental review; to anticipate potential impacts and impose reasonable mitigation measures.

The concern at issue in this comment was that "peak season operations"--i.e., the amount of traffic generated during the quite foreseeable "peak season" of Amazon package delivery--could result in particular traffic issues. The growth of Amazon's package delivery services over the last handful of years, the general growth of on-line retailing, and the incontrovertible existence of a peak season, all point to a reasonably foreseeable impact: that even incremental growth in package delivery volume, and the reliably more-busy traffic, could within a few years, or even sooner, result in significant impacts on traffic.

Rejecting this concern as merely "hypothetical" undermines the purpose of CEQA and is improper.

Response to TLU1932-8: Related to a comment from the City of Covina, the IS/MND did not study the specific ambient and localized health and environmental impacts from truck and vehicle emissions on homes in the immediate vicinity of the Project. Plainly, the spikes in activity at the site in the "peak season"

and the reasonably foreseeable--and in fact, known to the project operator--projected increases in package delivery volumes--are more than mere speculation and a proper subject of CEQA review.

Response to TLU1932-12: This staff response to a public comment incorrectly characterizes concern about the significantly higher rates of injury at Amazon warehouses as not entailing a CEQA issue. The potential demand for public services, including health care services, are proper subjects of CEQA. A categorical exclusion of this issue is therefore improper.

In conclusion, as a labor representative for public service workers in the City of West Covina, I see the totality of responses by the City is particularly tragic. Any impacts to public services in the area of increased traffic enforcement, traffic collisions, increase calls for service and all of the supporting/resulting work should be addressed with urgency. It is truly unfortunate that the City has not pursued greater accountability, transparency, and a vigorous drive for concrete community benefits as it relates to this proposed development.

We otherwise incorporate and reassert the comments and objections made in the original comment letter and the other comments raised by the City of Covina and the Woodlane Village Homeowners Association, to this comment.

Sincerely,

Sheri Orellana

Sheri Orellana
Business Agent & Recording Secretary
Teamsters Local 1932
sorellana@teamsters1932.org

**From:** Ying Li
**To:** Jo-Anne Burns
**Subject:** Letter to West Covina Planning Commission
**Date:** Monday, September 27, 2021 9:48:36 PM

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CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Commissioners,

I am writing to oppose the zone change from SP-11: Faith Community Church to Manufacturing (M-1). Faith Community Church has been in this neighborhood for 30 years. Many positive changes in the area were introduced by its establishment. Currently, many residential areas are surrounding the Church. Rezone this area to Manufacturing Zone would change the character of the neighborhood, reverse those established positive changes, and be inconsistent with surrounding uses. Many people's daily life would be significantly affected if this rezoning were approved.

First of all, it would bring significant traffic change to our neighborhood. Our community is right across the original Faith Community Church, on the other side of San Bernardino road. It is a privately owned townhouse community, where over 100 families live here. The only entrance of our parking lots is in the cutter way. Therefore, from cutter way to San Bernardino Road is the only way we can get off from our properties to the main road. As both working parents, we are feeling stressed by just imagining going against the traffic with trailer trucks and delivery vans in front of our house to start our day.

Besides the traffic, it would bring more people and noise to the neighborhood. It would damage the peaceful atmosphere. The reason we choose to live here is that we believe it is a good neighborhood to raise our kids. We like to bring our kids to hang around the property by walking or bicycle. It is one of the few things that we developed to enjoy ourselves with kids during the pandemic. The experience would be different after a peaceful church with green grass ground trees was replaced by a distribution center with steel metal trucks. With all traffic, crowds, and noise introduced to the community, we may not feel comfortable and safe bringing our kids around the property. It would be a big takeaway for us.

Finally, it would cause a reduction in our property values due to the above reasons. Personally, if I knew there would be a distribution center right in front of the property, I would think again if I would buy this house to raise our kids years ago.

1429 W San Bernardino Road, #E
Ying Li

GlaserWeil

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September 28, 2021

VIA E-MAIL

Chair Becerra & Planning Commission
Members
City of West Covina
1444 West Garvey Avenue South
West Covina, California 91790
c/o Planning_Dept@westcovina.org

**Re: Amazon Delivery Station DAX9 – Public Hearing Item No. 2, September 28, 2021 Meeting**

Dear Chair Becerra & Planning Commission Members:

We are writing on behalf of Thomas Safran & Associates (TSA), a subsidiary of which is the owner of Lark Ellen Village, regarding the Planning Commission's consideration of entitlements, consisting of General Plan Amendment No. 20-03, Zone Change No. 20-04 Precise Plan No. 20-48 Tree Removal Permit No. 21-12 Tentative Parcel Map No. 83444 Development Agreement No. 21-01, and the Mitigated Negative Declaration ("MND") for the proposed development known as the Amazon Delivery Station DAX9 Project located at 1211 East Badillo Street (current address) in West Covina (collectively, the "Project"). Lark Ellen Village is a 100% affordable housing project consisting of 122-units occupied by families and seniors community located at 1350 East San Bernardino Road, West Covina, California 91791. Lark Ellen Village shares a property line with the Project, the Project's eastern boundary ("Property Line").

The owner and residents of Lark Ellen Village are very concerned about the potential traffic, noise and lighting impacts of the Project. **These concerns can be addressed with minor adjustments to traffic circulation, modifications to the lighting, and imposition of reasonable operating conditions**. We are not trying to stop or delay the Project, and are disappointed that the development was not vetted with TSA at an earlier date. Indeed, TSA understands the challenges of the entitlement process and the importance of community input having developed over 6,000 units across Southern California, the vast majority of which are for lower income households. TSA is rarely in the position of challenging development projects and is **committed to working closely with the City and with the developer to find a mutually agreeable solution**.

## I. Conditions of Approval

The Staff Report notes that operational conditions will be imposed in the Development Agreement. To ensure enforceability and accountability, **it is critical that all operational conditions included in the MND project description – and which are relied upon for mitigation of impacts – are included as mitigation measures and conditions of approval**.

The residents and owners of Lark Ellen Village are very concerned about the potential noise from back up alarms, on-site traffic, music, and other outdoor operations at the Project and lack of meaningful analysis of such sources of noise. As discussed in more detail below, the noise study the MND is faulty for multiple reasons, one of which is the failure to measure the ambient noise at the property line between the Project and Lark Ellen Village, despite the fact that Lark Ellen Village is a sensitive receptor. Minor additions to the conditions of approval will protect our residents, and should not create any significant operational changes that would disturb Amazon's business.

Proposed Development Agreement Condition B.iii refers to the disruption of the "the peaceful quality of life for adjoining residents to the property" and references the MND. However, this condition provides no real protection to our residents because of the lack of meaningful analysis in the MND combined with the vague language of the condition. Thus, we request that **specific thresholds be referenced in the condition**, that noise monitors be put in place, and that the baseline ambient noise conditions at the Lark Ellen Village Property line be measured during typical weekday and evening time period.

We suggest the following change to Development Agreement Condition B.iii:

> "~~Should any product~~ Project operations, including delivery truck or van's use of California OSHA required back-up warning alarm, shall not disrupt the peaceful qualify of life for adjoining residents to the property. Noise at the mid-point of the property line (i.e. halfway between Badillo Road and San Bernadino Road) between the project site and the Larkview Ellen Village ("LEV Property Line Midpoint") shall not exceed: (a) 3 dBA above ambient at the LEV Property Line Midpoint between the hours of 9:00 PM and 7:00 AM on weekdays, (b) 5 dBA above ambient at the LEV Property Line Midpoint between the hours of 7:00 AM and 9:00 PM on weekdays, (c) 3 dBA above ambient at the LEV Property Line Midpoint between the hours of 10:00 PM and 8:00 AM on weekends and City holidays, and (d) 5 dBA above ambient at the LEV Property Line Midpoint between the hours of 8:00 AM and 10:00 pm on weekdays. The business operator of the Project (x) shall pay for and install a Larson Davis 831c – Type 1 Sound Meter, or similar sound mater, at the LEV Property Line Midpoint, to be located five

> feet above ground level, and (y) shall monitor noise levels 7 days a week, 24 hours a day, and (z) shall provide a monthly report of the sound levels to the City for a continuous period of one year. If the sound levels do not exceed the thresholds set forth herein, the business operator shall continue to monitor the noise for a period of one year and shall maintain records thereof. If the City receives a complaint regarding noise, the business operator shall provide such records to the City. If the City finds that the threshold has been exceeded at any time, then the business operator shall diligently pursue operational changes or vehicle alarm modifications to reduce and/or eliminate any disturbing noise heard by adjoining residents. The business operator shall continue to monitor the noise levels until no exceedances have occurred for a continuous period of one year, which shall be demonstrated through the provision of the sound monitoring records." (underlined text is proposed; strikethrough text is deleted.)

We also requesting the following new conditions be incorporated into Planning Commission Resolution No. 21-6096 and Section 11.B.iii of the Development Agreement to address our concerns and the potential environmental impacts:

1. The Project shall install a sound barrier in the form of a 12-foot high masonry wall along the entire length of the Project's eastern property line. Any landscaping that is removed to install the wall shall be replaced.

2. The Project shall permanently close both of the easterly entrances/exits on San Bernardino Road and Badillo Street.

3. Any light pole replaced along the property line with Lark Ellen Village shall be no taller than existing light poles along the property line with the Lark Ellen Village and shall contain shields to ensure lighting is directed away from Lark Ellen Village.

4. The Project shall comply with external lighting standards and limitations that the Property has been subject to since the implementation of Specific Plan-11, if such standards are more restrictive that the proposed lighting.

5. No speakers or megaphones shall be used on the exterior of the Property, except in the event of emergencies.

6. The operator shall prohibit smoking, gathering of more than three persons, or playing music in cars or vans with the windows open or otherwise outside within fifty feet of the eastern property line.

7. The operator shall implement a Transportation Demand Management (TDM) Program as part of project operations. Prior to the issuance of a building permit, the operator shall submit to the City for approval a TDM with, at minimum, the following components:

    - All persons working at the Project Site shall be offered the option of setting aside $270 per month of their before tax pay to be used to subsidize alternative transportation expenses, including transit passes and park and ride.

    - No less than ten percent (10%) of employee parking shall be set aside for preferential parking for car/vanpools close to the building entrance.

    - A bulletin board, display case, or kiosk displaying transportation information shall be maintained in a prominent area accessible to the greatest number of employees. Information posted shall include, without limitation, transit maps, routes and schedules, telephone numbers for regional ridesharing agencies, transportation management associations and local transit operators, ridesharing promotional materials, bicycle route and facility information, and a list of other resources available for carpoolers, vanpoolers, bicyclists, pedestrians and transit riders.

    - Bicycle racks or other secure bicycle parking with end of trip facilities (showers and changing facilities) shall be provided on-site.

    - The operator shall assign a TDM coordinator who is responsible for implementing the TDM Program.

8. At least 15 percent of the tenant's employees or workers on-site shall utilize the programs in the TDM Program.

**All of the above items should also be included in the MND as mitigation measures.**

Finally, we are concerned about the large number of vans that will be passing close to the eastern property line on a nightly basis (as shown in Exhibit A of the MND). Therefore, we request that the eastern parking area be reconfigured to relocate the eastern-most drive aisle to at least 50 feet from the eastern property line.

## II. Comments on the MND

Consistent with previous correspondence directed to the city of West Covina ("City"), we are supplementing prior comments to the MND with this comment letter. (*Galante Vineyards v. Monterey Peninsula Water Management Dist*. (1997) 60 Cal. App. 4th 1109,

1121.) After reviewing the MND, we conclude that it fails to include substantial evidence to support a fair argument that all impacts can be mitigated to a level of insignificance. Thus, it must be revised to include additional analysis and additional mitigation measures to reduce the Project's impacts. In particular, the MND should be supplemented to address significant impacts associated with noise, traffic, transportation and circulation, and aesthetic (lighting and glare) elements of the Project.

a. Noise

The MND generally analyzes potential noise impacts from the Project, concluding that the Project would result in less than significant impacts. However, the analysis assumes without substantial evidence to support a fair argument that impacts will be absorbed by existing ambient noise levels and that such impacts would be reduced to a level of insignificance. One such passage specifically addresses the Lark Ellen Village:

> "Van back up beepers were measured to be producing a noise level of 78 dBA at 20 feet. Based on distance attenuation, at 50 feet, where the closest residence east of the site is located, maximum intermittent parking lot noise events would be approximately 70 dBA…due to the location of the site between two busy roadways and a hospital located east of Lark Ellen Village, which has an ambulance entrance just east of Lark Ellen Village residences, it is expected that a higher number of impulsive noise events already exist as part of the ambient noise and the sensitive receptors near the site (north, east and south) would not be disturbed by the site activities during the daytime and in the evening." (MND, page 4-72.)

Shortly after, the MND asserts that truck activity is not expected to exceed 33.1 dBA at neighboring residences and that "ambient noise levels are expected to be higher throughout the night than the operational noise levels." (MND, page 4-73.) However, because the ambient noise conditions at the eastern property line have not been measured, the conclusion above are unsupported by substantial evidence. The other obvious error is the conclusion that ambient noise levels would be higher in the night. Because ambient noise levels are typically caused by traffic and because traffic volumes are lower at night, this conclusion is without merit. Moreover, because the ambient noise is lower at night, any operations at the Project will be more noticeable to residents at Lark Ellen Village.

More specifically, according to Exhibit G in Appendix F, *Noise Level projections at Sensitive Receptors*, noise levels at Lark Ellen Village are estimated, but because the ambient noise at the eastern property line was not measured, there is no substantial evidence to support a fair argument of such impacts. This analysis seemingly ignores

the approximately 47 van parking spaces right next to the property line, and the associated noisy, daily activities (including the shutting of van doors, starting of vans, and back-up beeping of vans) taking place at that location (see Exhibits H-J, which exclude the majority of the eastern parking area from analysis). A full analysis of all noise sources, including the parking lot where doors will be opening and shutting, people talking, music playing and vehicles moving, should be analyzed.

These un-analyzed impacts are aggravated by the fact that even though Lark Ellen Village is a collection of sensitive receptors that shares an approximately 650 foot Property Line with the Project, no ambient noise levels were taken at the Property Line. The MND admits, "The trucks, vans, and associate cars activities on site could affect the closest sensitive receptors" but it does not establish baseline measurements at the closest sensitive receptors. (MND, page 4-63.) With the Project anticipating one hundred and forty-two (142) vans entering the site between the hours of 7 PM and 10 PM, forty-seven (47) vehicles parking on the Property Line daily, and the proposed use of the lane behind those parking spaces as a thoroughfare for all vans to access the distribution center, the Project needs to first establish baseline noise measurements at this location to accurately analyze the Project's anticipated impacts.

In addition to the mitigation measures suggested above, which are necessary for the mitigation of noise impacts to a level of insignificance, the 12-foot sound wall to be installed on the western property line must be included as a mitigation measure to ensure enforceability and implementation.

b. Traffic, Transportation, and Circulation

The MND states that the VMT impacts would be less than significant based on employee benefits relating to subsidies, preferential parking for car/vanpools, kiosks/bulletins, ride-matching platforms and related measures. However, the MND fails to include any of the measures as mitigation measures, and therefore there is no guarantee that they will be implemented or reduce the impacts to a level of insignificant, contrary to the clear mandates of CEQA. (PRC § 21081.6(b), *Gray v County of Madera* (2008) 167 CA4th 1099, 1116.) We note that the conditions included in Planning Commission Resolution No. 21-6096 and Operational Conditions incorporated into the Development Agreement between the City and Project Applicant lack reference to any of the VMT-reducing measures. Thus, all such measures must be included as mitigation measures.

For example, page 4-101 of the MND outlines measures that "qualify as TP11 Alternative Transportation benefits and are expected to reduce the VMT per service population to 29.72…" However, there are two significant issues with these measures. First, they are not incorporated into any mitigation measure or condition of approval, and therefore there is no guarantee that the will be implemented. Without certainty of implementation, there is no guarantee that they will reduce the VMT impact. Second,

the MND states that 15% of the employees are "eligible" for these measures, but again, there is no certainty that 15% of employees will actually use them. **Therefore, the operator should be required to implement a robust TDM program as a mitigation measure to ensure mitigation of impacts to a level of insignificance.**

The MND also fails to provide substantial evidence to support a fair argument that impacts would be reduced to a level of insignificance during peak season. The MND states that peak hour shifts of 100-125 employees may occur during peak seasons, but the MND simply concludes, without evidence, that the additional employees and vans would not create a significant impact. **The MND must contain a meaningful analysis of these additional employees and trips, including an LOS analysis for peak season, and mitigation of impacts to intersections, circulation and queuing.**

Regarding the timing of the trips to be generated by the Project, while the Project attempts to avoid traffic impacts by having the vans access the site outside of peak hours, this creates other impacts which the Project needs to address. The MND circulation analysis identifies seven entrance/exits to the Project Site: three on San Bernardino Road and four on Badillo Street. The easterly most entrances on each street are approximately eighty (80) feet from the Property Line. As the MND proposes most delivery vehicles will return to the Project Site between 8:00 PM - 9:00 PM, with a total of 381 vehicles will access or leave the Project Site between 7:00 PM – 7:00 AM, significant light intrusion and noise at sensitive receptors on the Property Line will result from the use of the easterly entrances/exits on San Bernardino Road and Badillo Street. **Accordingly, the Project should close both of these entrances/exits permanently. As the entire van parking area appears to be accessible from the other three entrances/exits on Badillo Street, these entrances/exits do not appear to be essential to the Project.**

**In addition, as mentioned above, the drive aisle located nearest to the eastern property line should be shifted to the west and be at least fifty feet from such property line.**

C. Light and Glare

The MND states that "compared to the recent church operations, glare ***may*** increase primarily due to vehicles used for the delivery operations," concluding that this would result in less than significant impacts. (MND, page 4-5, emphasis added.) Further consideration of this issue is warranted, as a full parking lot for regular church services would regularly maximize glare one morning a week, while the proposed Project would result in light reflecting off of a full parking lot of parked and staged vehicles until at least 10:00 AM every morning. **This sevenfold increase in glare generated by the Project Site needs to be meaningfully addressed and analyzed.**

The MND contemplates addressing glare by supplementing existing vegetation along the Property Line to fill in any "gaps" to address glare caused by the Project, but does not provide any details for doing so. (MND, page 4-5.) **The MND should be supplemented with further information, including what kind of tree species and the extent of maturity at the time of planting, intended to fill in any "gaps" along the property line.**

The Project Description in the MND states "all existing light poles would be removed and new fixtures, pole bases, light poles, and building mounted lighting would be installed in accordance with City lighting requirements and illumination standards." (MND, page 3-1.) **Given the proximity to Lark Ellen Village, any light pole replaced along the Property Line should be conditioned to be no taller than existing light poles along the Property Line.**

The MND identifies existing lighting at the Project Site, before noting "site improvements would include new and upgraded light sources throughout the Project site. This would change lighting levels on-site but would be consistent with the ambient and night-time typical for the M-1 zoning in an urban environment." (MND, page 4-5.) While the MND states that the change in lighting would adhere to requirements of the zone change proposed by the Project, such lighting would be more intense than the previous use, which was consistent with the existing sensitive receptors that surround the Project Site. **Accordingly, the Project should be conditioned to comply with external lighting standards and limitations that the Property has been subject to since the implementation of Specific Plan-11, allowing for the church to use the site. Further, the MND should be revised to include a light/glare containment plan to address concerns that may not be addressed by the regulatory requirements.**

## III. Conclusion

Thank you for taking the time to consider these comments. As longtime stakeholders in West Covina, TSA and Lark Ellen Village understand the desire to attract high-profile employers and the jobs that come with them to the City. While the record currently lacks substantial evidence to support an argument that there are not impacts to environment as highlighted above, we are confident that by working closely with the City and developer, the Project can be revised and conditioned in a manner which will allow it to meet its goals while simultaneously operating consistent with the existing community and sensitive receptors that currently border the Project Site.

Respectfully,

Elisa Paster

ELISA L. PASTER
of GLASER WEIL FINK HOWARD AVCHEN & SHAPIRO LLP

ELP:eg

cc: Jo-Anne Burns <JBurns@westcovina.org>

**From:** Alisa Sokel
**To:** Letty Lopez-Viado; Jo-Anne Burns
**Subject:** Planning Comitee-Amazon Development
**Date:** Wednesday, September 29, 2021 1:04:07 PM

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CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon,

My name is Alisa Sokel. I wrote to you before expressing my support for Amazon Development Project. I would like to comment on last night's Planning Comitee meeting. I was not able to attend in person, however I watched the live stream. I got to say I'm pretty disappointed vote was postponed. It was unnecessary. Comitee had all the information to proceed and I'm not sure what kind of different information are you expecting to see in couple of days.
Mr. Gutierrez seemed very displeased and kept repeating he wants to see some sort Power Point Presentation with an updated version of what was already addressed last night.

Greenlaw Partners representative, Mr. Donald was his name, I believe(correct me if I'm wrong) did a pretty good job addressing all the concerns. The crowd got a bit hostile. Uncalled for.

Out of 100.000 plus, 13 people showed up to express their opinions. This means not too many people are against the project at all! This particular subject was circulating on social media a lot lately, so there was awareness about the project.. People opposing and complaining are usually more vocal and want to see things through, then people supporting it. That has always been the reality.

Most opposition was worried about was noise, air and traffic pollution. Mr. Donald addressed all those concerns in initial presentation.

Discussion quickly turn into what is livable wage. That is political issue. Has nothing to do with Amazon! Starting wage of $15 an hour is pretty standard for entry level jobs. I'm not going to pretend that I know what work culture at Amazon is, since I never worked there. But to be fair most of the people last night don't know either. They were obviously out of work force for the last decade at least!
If you don't agree with the wage or what you pressume to be abusive work culture, then simply don't work there. Who says you have to?

I bet there are 250 people who would.

Bottom line is, we have no tax revenue from the current tenant. With Amazon we would have 4 million dollars over next 10 years.

I don't think Mr. Donald was treated fairly. If in fact that is his name. I apologize if I got his name wrong.

Anyways, thank you for listening.

Have a wonderful day.

Respectfully,

Alisa Sokel.

Sent from Yahoo Mail on Android

# RESOLUTION NO. 21-6093

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WEST COVINA, CALIFORNIA, RECOMMENDING TO THE CITY COUNCIL CERTIFICATION OF THE MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT FOR GENERAL PLAN AMENDMENT NO 20-03, ZONE CHANGE NO. 20-04, PRECISE PLAN NO. 20-48, TENTATIVE PARCEL MAP NO. 83444, AND DEVELOPMENT AGREEMENT NO. 21-01, PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT OF 1970, AS AMENDED.**

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**MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT**

**APPLICANT:** Scott Murray, Greenlaw Partners

**LOCATION:** 1211 E. Badillo Street

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**WHEREAS,** there was filed with the City, a verified application on the forms prescribed in Chapter 26, Article VI of the West Covina Municipal Code, requesting approval of a precise plan to:

Repurpose an existing 177,440 square foot building and related parking lot for use as an Amazon Delivery Station;

Assessor's Parcel No. 8434-015-018, in the records of the Los Angeles County Assessor; and

**WHEREAS,** an application for a General Plan Amendment to change the designation from Civic: Public Institution to Industrial on has been submitted for the development of the project; and

**WHEREAS,** an application for a Zone Change from SP-11: Faith Community Church to Manufacturing (M-1) has been submitted for the project; and

**WHEREAS,** an application for a Precise Plan has been submitted for the site plan and architectural review; and

**WHEREAS,** an application for a Tentative Parcel Map (No. 83444) has been submitted to combine two existing lots into one lot; and

**WHEREAS,** an application for a Development Agreement has been submitted to vest applicant's rights and to provide the City commitments for enhanced community benefits; and

**WHEREAS,** the proposed project is considered a "project" pursuant to the terms of the California Environmental Quality Act (CEQA); and

**WHEREAS,** an initial study was prepared for said project; and

**WHEREAS,** based upon the findings of the initial study, it was determined that the proposed project will not have a significant impact on the environment and will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the California Fish and Game Code; and

**WHEREAS,** a Mitigated Negative Declaration of Environmental Impact was prepared for the proposed project pursuant to the requirements of the California Environmental Quality Act of 1970, as amended, and mitigation measures are included in said Negative Declaration in support of the finding that there will not be a significant effect on the environment as a result of this project.

**WHEREAS,** the Planning Commission, upon giving the required notice, on September 28, 2021 and October 4, 2021 did conduct a duly advertised public hearing to consider the subject application, at which time the Planning Commission adopted a resolution approving the Mitigated Negative Declaration; and

**NOW, THEREFORE,** the Planning Commission of the City of West Covina does hereby resolve as follows:

1. After receiving and considering all determinations, studies, documents, and recommendations, as well as other appropriate public comments, the Planning Commission of the City of West Covina recommends that the City Council certify the Mitigated Negative Declaration of Environmental Impact, subject to compliance with the mitigation measures that are recommended in the Mitigated Negative Declaration of Environmental Impact as set forth in Exhibit A.

2. Non-compliance with the aforementioned mitigation measures as by the monitoring department/agency and any measures taken to correct said non-compliance shall be immediately reported to the Planning Department on the City of West Covina Monitoring Checklist Form.

3. The applicant agrees to implement the aforementioned mitigation measures and monitoring or reporting requirements.

4. Failure to comply with any aforementioned mitigation measures and/or monitoring or reporting requirements will result in a written notice of violation from the City to the applicant at which time the City may order that all or a portion of pre-construction, construction, post-construction activity or project implementation must cease until compliance is reached.

# EXHIBIT A

# MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT AND MITIGATION MONITORING AND REPORTING PROGRAM

# Mitigation Monitoring & Reporting Program
# Initial Study / Mitigated Negative Declaration
# Amazon Delivery Station DAX9 Project

## (GPA No. 20-3, ZC No. 20-04, PP 20-008)
## SCH No. 2021070230

City of West Covina
Planning Division
1444 West Garvey Avenue South
West Covina, CA 91790
Contact: Jo-Anne Burns, Planning Manager
Email: jburns@westcovina.gov
Phone: (626) 939-8761

September 16, 2021

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## Acronym List

The following acronyms are used in the Mitigation Monitoring and Reporting Matrix:

| | |
|---|---|
| **A** | |
| AES | Aesthetics |
| AQ | Air Quality |
| **B** | |
| BIO | Biological Resources |
| BMP | Best Management Practice |
| **C** | |
| CALGreen | Green Building Standards Code |
| CalOSHA | California Occupational Safety and Health Administration |
| CBC | California Building Code |
| CCR | California Code of Regulations |
| CEQA | California Environmental Quality Act |
| City | City of West Covina |
| Council | City of West Covina City Council |
| CUL | Cultural Resources |
| **D** | |
| DIF | Development Impact Fee |
| DTSC | Department of Toxic Substances Control |
| **E** | |
| ENE | Energy |
| **G** | |
| GEO | Geology and Soils |
| **H** | |
| HAZ | Hazards and Hazardous Materials |
| HYD | Hydrology and Water Quality |
| **I** | |
| I | Interstate |
| **L** | |
| LACSD | Los Angeles County Sanitation District |
| LID | Low-Impact Development |
| **M** | |
| MBTA | Migratory Bird Treaty Act |
| MLD | Most Likely Descendent |
| MMRP | Mitigation Monitoring and Reporting Program |
| **N** | |
| NAHC | Native American Heritage Commission |
| NOI | NOI |
| NPDES | National Pollutant Discharge Elimination System |
| **P** | |
| PRD | Permit Registration Document |
| PS | Public Services |
| **R** | |
| ROW | Right-of-Way |
| **S** | |
| SUSMP | Standard Urban Stormwater Mitigation Plan |
| SWPPP | Storm Water Pollution Prevention Plan |
| **T** | |
| TCR | Tribal Cultural Resources |
| TRA | Transportation |
| **U** | |
| UTL | Utilities and Service Systems |

**MITIGATION MONITORING AND REPORTING PROGRAM**

## 1. INTRODUCTION

In accordance with the requirements of Section 21081.6 of the *California Public Resources Code,* and as part of its certification of the adequacy of Final Mitigated Negative Declaration (Final MND) for the Amazon Delivery Station DAX9 Project (Project), the City Council (Council) of the City of West Covina (City) adopts the following Mitigation Monitoring and Reporting Program (MMRP). The Council adopts this MMRP in its capacity as the lead agency for the Final MND in accordance with the provisions of the California Environmental Quality Act (CEQA) (*California Public Resources Code* Section 21000 et seq.), the State CEQA Guidelines (*California Code of Regulations,* Title 14, Section 15000 et seq.), and the City of West Covina Monitoring Requirements.

## 2. MITIGATION MONITORING PROCEDURES

The principal purpose of the MMRP is to ensure that the Council-approved mitigation measures and development requirements for the adopted Project are reported and monitored to ensure compliance with the measures' requirements. In general, City of West Covina, Community Development Department is responsible for overseeing implementation and completion of the adopted measures. This includes the review of all monitoring reports, enforcement actions, and document disposition, unless otherwise noted in the attached MMRP Table. However, the City Council retains overall responsibility for verifying implementation of all adopted mitigation measures.

## 3. MITIGATION MONITORING AND REPORTING PROGRAM

The MMRP is provided in tabular format to facilitate effective tracking and documentation of the status of mitigation measures regulatory requirements. The attached MMRP Table provides the following monitoring information:

- **Regulatory Requirements.** All adopted regulatory requirements for the Project from the Final MND are included.
- **Mitigation Measures.** All adopted mitigation measures for the Project from the Final MND are included.
- **Responsible for Implementation.** The Project Applicant or designated representative is the responsible party for implementing the mitigation measures and regulatory requirements, and the City of West Covina or a designated representative is responsible for monitoring implementation of the mitigation measures and regulatory requirements, unless noted differently.
- **Timing of Mitigation Measures and Regulatory Requirements.** A time frame is provided for performance of the mitigation measures and regulatory requirements, and the specific action deadline is designed to ensure that impact-related components do not proceed without establishing that the mitigation measure or regulatory requirement is implemented.
- **Responsibility for Monitoring.** The City Department(s) or other public agency(ies) responsible for overseeing the implementation and completion of mitigation measures and regulatory requirements is listed.
- **Completion Date.** The dates the mitigation measures and regulatory requirements are completed are to be filled in by the approving/verifying authority at a later date. Upon

completion, the MMRP and associated documentation will be kept on file at the City of West Covina Community Development Department, Planning Division.

## 4. PROJECT LOCATION

The approximate 21.22-acre Project site is in the City of West Covina, in Los Angeles County, California. The site is located at 1211 East Badillo Street (current address), Badillo Road and south of East San Bernardino Road. The Project Applicant is proposing to change the building address to 1200 West San Bernardino Road. The site is located within the northern portion of the City and is approximately 1.0 mile north of Interstate 10 (I-10) Freeway, which provides regional access. Local access to the site is provided via east-west routes by San Bernardino Road and Badillo Street.

## 5. PROJECT DESCRIPTION SUMMARY

Amazon Inc., through its development partner, Greenlaw Partners, is seeking to locate in the City of West Covina (City) and repurpose the proposed Project site for a last mile delivery station. Delivery stations power the last mile of the order fulfillment process and help to speed up deliveries for customers. Packages are transported to delivery stations via trailer trucks (18 wheelers) from Amazon fulfillment and sortation centers and are sorted, picked, and loaded into delivery vehicles. The packages would (1) enter the facility through the loading dock positions; (2) be sorted from a conveyor area; (3) be stored on mobile "Baker Racks"; and (4) be rolled to the delivery van loading area.

The proposed Project involves the revitalization and modernization of the existing on-site building. The footprint for the structure would not change. The proposed building improvements on-site include demolition of portions of the tilt up walls for proposed dock door openings, as well as existing non-load bearing walls, plumbing, electrical, an existing mezzanine, and existing storefront for new roll up drive in/drive out doors. Eight new loading dock spaces/doors (at a higher height than existing doors and six new exterior overhead van doors (north and south elevations) would be installed. Construction work would include structural improvements, electrical, mechanical, plumbing, and overall site work. Two 12-foot high screen walls would be constructed, one south of the approach driveway and adjacent to the loading dock area (525 feet including a 26-foot wide gate) and one north of the loading dock area (271.9 feet including a 26-foot wide gate). The material for the 12-foot high walls includes a standard Concrete Masonry Unit, which is to be painted a matching color to the main building.

Interior modifications would include demolition of interior walls. Exterior property work would include removal of the playground area, pavement restriping, new directional striping and reconfiguration of the parking layouts, new smoker shelter at the north/east corner of the building, a new rideshare shelter, standard site directional and operational signage, and building mounted signage.

Other proposed modifications/improvements include relocation of existing on-site fire hydrants, and installation of platforms that are to be constructed at the truck court. New site fencing and gates would be located around the employee parking area on the west side of the building and no new fencing or gates would be installed around the perimeter of the site. Curb repair is also proposed, as well regrading for the van exit location at East San Bernardino Road in order to fix existing drainage low spots. This would include construction of new low impact development (LID) Stormwater Treatment Best Management Practices (BMPs) on the north side of the existing building. Additionally, all existing light poles would be removed and new fixtures, pole bases, light poles, and building mounted lighting would be installed in accordance with City lighting requirements and illumination standards.

The landscape design is proposed to bring the site into closer conformance with the State's Water Efficient Landscape Ordinance (WELO). Renovation of the site would include removal of high-water use, trees, and shrubs. The proposed new landscape plant pallet includes a mix of drought tolerant shrubs, grasses, and ground cover, as well as a variety of shade trees to be used throughout the parking area and around the perimeter of the site. The new irrigation would adhere to the requirements found in WELO and the City's landscape and irrigation guidelines for commercial and industrial properties.

Existing parking areas would be restriped, and barriers would be erected to separate truck traffic from passenger traffic beyond the westernmost driveway to East San Bernardino Road. A total of 811 parking spaces would be provided — 185 for passenger vehicles and 626 for vans. Eight loading docks are to be located on the west side of the building and a hardscape (or partially paved) courtyard on the east side of the building would be converted to stage delivery vehicles prior to entering the south side of the building for loading.

## 5.1 Construction Program

Property improvement activities are anticipated to occur over a 5- to 6-month timeframe and take place 5 days a week, in accordance with the City's permitted hours of operation.

**AMAZON DELIVERY STATION DAX9 PROJECT**
**MITIGATION MONITORING AND REPORTING PROGRAM**

| | Mitigation Measures | Responsible for Implementation | Timing of Mitigation | Responsibility of Monitoring | Completion Date (Signature Required) |
|---|---|---|---|---|---|
| **AESTHETICS** | | | | | |
| ***Regulatory Requirements*** | | | | | |
| **RR AES-1** | Project design would be required to comply with Section 26-26-542, Manufacturing (M-14) Zone, of the West Covina Municipal Code. The City shall review and approve the Project's design and operational plans, with consideration to elements including, but not limited to, orientation of buildings and uses, air quality, parking, traffic generation, noise/vibration, glare, and landscaping. | Project Applicant/ Developer | Design review | City Planning Department | |
| **RR AES-2** | Exterior lighting for the Project shall be designed and constructed in compliance with Section 26.519, Lighting, of the West Covina Municipal Code. | Project Applicant/ Developer | Design review | City Public Works, Building and Safety Services Department | |
| **AIR QUALITY** | | | | | |
| ***Regulatory Requirements*** | | | | | |
| **RR AQ-1** | All construction activities shall be conducted in compliance with South Coast Air Quality Management District's Rule 403, Fugitive Dust, for controlling fugitive dust and avoiding nuisance. Contractor compliance with Rule 403 requirements shall be mandated in the contractor's specifications. | Project Contractor | During construction | City Public Works, Building and Safety Services Department | |
| **RR AQ-2** | All construction activities shall be conducted in compliance with South Coast Air Quality Management District Rule 402, Nuisance, which states that a project shall not "discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property". | Project Contractor | During construction | City Public Works, Building and Safety Services Department | |

**AMAZON DELIVERY STATION DAX9 PROJECT**
**MITIGATION MONITORING AND REPORTING PROGRAM**

| Mitigation Measures | Responsible for Implementation | Timing of Mitigation | Responsibility of Monitoring | Completion Date (Signature Required) |
|---|---|---|---|---|
| **BIOLOGICAL RESOURCES** | | | | |
| ***Regulatory Requirements*** | | | | |
| **RR BIO-1** The proposed on-site and off-site trees shall be planted, preserved, removed, replaced and/or maintained in accordance with Chapter 26, Article XIV, Division 1, Water Efficient Landscaping, and Chapter 26, Article VI, Division 9, Preservation, Protection and Removal of Trees, of the West Covina Municipal Code. | Project Applicant/ Developer | During and after construction | City Planning Department | |
| ***Mitigation Measures*** | | | | |
| **MM BIO-1** Prior to the issuance of any grading permits, the Community Development Director or designee shall verify that the following requirements for nesting birds and preconstruction survey are completed by the Project Applicant:<br>• The start of site-preparation activities and subsequent construction activity initiation shall be scheduled outside of the bird nesting and breeding season (typically March 1 through August 15). If site-preparation activities start during the nesting season, a qualified Biologist shall conduct a nesting bird survey in potential bird nesting areas within 200 feet of any proposed disturbance. The survey shall be conducted no more than three days prior to the start of any ground disturbance activities.<br>• If active nests of bird species protected by the Migratory Bird Treaty Act (MBTA) and/or the California Fish and Game Code are present in the impact area or within 200 feet of the impact area, a temporary buffer shall be established a minimum of 200 feet around the nest site. This temporary buffer may be greater or lesser depending on the bird species and type of disturbance, as determined by the Biologist.<br>• Clearing and/or construction activities within buffer areas shall be postponed or halted until the | Project Applicant/ Developer | Prior to the issuance of any grading permits | Community Development | |

**AMAZON DELIVERY STATION DAX9 PROJECT**
**MITIGATION MONITORING AND REPORTING PROGRAM**

| Mitigation Measures | Responsible for Implementation | Timing of Mitigation | Responsibility of Monitoring | Completion Date (Signature Required) |
|---|---|---|---|---|
| nest is complete (ex. juveniles have fledged from the nest and there is no evidence of a second nesting attempt) as determined by a qualified Biologist. | | | | |
| **CULTURAL RESOURCES** | | | | |
| ***Regulatory Requirements*** | | | | |
| **RR CUL-1** If human remains are encountered during any Project-related ground-disturbing activities, Section 7050.5 of the California Health and Safety Code states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition of the materials pursuant to Section 5097.98 of the California Public Resources Code. The provisions of Section 15064.5 of the California Environmental Quality Act Guidelines shall also be followed. The County Coroner must be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner shall notify the Native American Heritage Commission (NAHC). The NAHC will determine and notify a Most Likely Descendent (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The descendent must complete the inspection within 24 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials. These requirements shall be included as notes on the contractor specification and verified by the Community Development Department, prior to issuance of grading permits. This measure shall be implemented to the satisfaction of the City in consultation with the County Coroner. | Project Applicant/ Developer/ Contractor | During ground disturbing activities | City Planning Department | |

**AMAZON DELIVERY STATION DAX9 PROJECT**
**MITIGATION MONITORING AND REPORTING PROGRAM**

| Mitigation Measures | Responsible for Implementation | Timing of Mitigation | Responsibility of Monitoring | Completion Date (Signature Required) |
|---|---|---|---|---|
| ***Mitigation Measures*** | | | | |
| **MM CUL-1** A qualified archaeologist (the "Project Archaeologist") shall be retained prior to the start of any large scale earthwork activities related to Project construction. The Project Archaeologist shall monitor all ground-disturbing activities within the areas of native soil (i.e., below existing areas of artificial fill from previous construction). If archaeological or historical resources are encountered during implementation of any phase of the Project, the Project Archaeologist shall be allowed to temporarily divert or redirect excavation activities in the vicinity of the find in order to make an evaluation of the find. | Project Archaeologist | Prior to start of grading | City Planning Department | |
| **ENERGY** | | | | |
| ***Regulatory Requirements*** | | | | |
| **RR ENE-1** The Project must be designed in accordance with the applicable Title 24 Energy Efficiency Standards for Residential and Nonresidential Buildings (California Code of Regulations [CCR], Title 24, Part 6) and the Title 24 Green Building Standards Code (CALGreen), (CCR, Title 24, Part 11). These standards are updated, nominally every three years, to incorporate improved energy efficiency technologies and methods. | Project Applicant/ Developer | Design phase | City Public Works, Building and Safety Services Department | |
| **GEOLOGY AND SOILS** | | | | |
| ***Regulatory Requirements*** | | | | |
| **RR GEO-1** The Project shall be designed and constructed in compliance with the 2019 California Building Code (CBC) Design Parameters or the most current CBC adopted in the City's Municipal Code. | Project Applicant/ Developer | Design phase | City Public Works, Building and Safety Services Department | |
| **RR GEO-2** Prior to issuance of a grading permit, the Project Applicant shall prepare an erosion control plan in compliance with City's Grading Ordinance, as approved by the City. | Project Applicant/ Developer | Prior to the issuance of a grading permit | City Public Works, Building and Safety Services Department | |

**AMAZON DELIVERY STATION DAX9 PROJECT**
**MITIGATION MONITORING AND REPORTING PROGRAM**

| Mitigation Measures | Responsible for Implementation | Timing of Mitigation | Responsibility of Monitoring | Completion Date (Signature Required) |
|---|---|---|---|---|
| ***Mitigation Measures*** | | | | |
| **MM GEO-1** Site preparation and building design specifications shall follow the recommendations in the Geotechnical Study Proposed DAX9 Warehouse Improvements, 1211 Badillo Street, West Covina, California, prepared by Kleinfelder (dated November 13, 2020), as well as any additional future site specific, design-level geotechnical investigations of the Project. Site preparation and earthwork operations shall be performed in accordance with applicable codes, safety regulations and other local, State, or federal specifications. | Project Applicant/ Developer | Prior to the issuance of a grading permit | City Public Works, Building and Safety Services Department | |
| **MM GEO-2** In the event paleontological resources are encountered during construction, ground-disturbing activity shall cease. It is recommended that a Qualified Paleontologist be retained by the Applicant to examine the materials encountered, assess the nature and extent of the find, and recommend a course of action to further investigate and protect or recover and salvage those resources that have been encountered. Criteria for discard of specific fossil specimens shall be made explicit. If a Qualified Paleontologist determines that impacts to a sample containing significant paleontological resources cannot be avoided by Project planning, then recovery may be applied. Actions may include recovering a sample of the fossiliferous material prior to construction; monitoring work and halting construction if an important fossil needs to be recovered; and/or cleaning, identifying, and cataloging specimens for curation and research purposes. The cost associated with recovery, salvage, and treatment shall be borne by the Applicant. All recovered and salvaged resources shall be prepared to the point of identification and permanent preservation by the Qualified Professional. Resources shall be identified and curated into an established accredited professional repository. The Qualified Professional shall have a repository | Paleontologist | During construction and ground disturbing activities | City Public Works, Building and Safety Services Department | |

**AMAZON DELIVERY STATION DAX9 PROJECT**
**MITIGATION MONITORING AND REPORTING PROGRAM**

| Mitigation Measures | Responsible for Implementation | Timing of Mitigation | Responsibility of Monitoring | Completion Date (Signature Required) |
|---|---|---|---|---|
| agreement in hand prior to initiating recovery of the resource. | | | | |
| **GREENHOUSE GAS EMISSIONS** | | | | |
| ***Regulatory Requirements*** | | | | |
| **RR ENE-1** would be applicable. | | | | |
| **HAZARDS AND HAZARDOUS MATERIALS** | | | | |
| ***Regulatory Requirements*** | | | | |
| **RR HAZ-1** The demolition contractor shall comply with the requirements of Title 8 of the California Code of Regulations (Section 1532.1-Lead) regarding the removal of lead-based paint or other materials containing lead. The regulations set exposure limits, exposure monitoring, respiratory protection, and good working practices by workers exposed to lead. Lead-contaminated debris and other wastes shall be removed and monitored by contractors with appropriate certifications from the California Department of Health Services and disposed of in accordance with the applicable provisions of the California Health and Safety Code. | Demolition Contractor | During demolition | City Public Works, Building and Safety Services Department | |
| **RR HAZ-2** The demolition contractor shall comply with the South Coast Air Quality Management District's (SCAQMD's) Rule 1403, which provides guidelines for the proper removal and disposal of asbestos-containing materials. In accordance with Rule 1403, prior to the demolition, renovation, rehabilitation, or alteration of structures that may contain asbestos, an asbestos survey shall be performed by a Certified Asbestos Consultant (certified by the California Occupational Safety and Health Administration [CalOSHA]) to identify building materials that contain asbestos. Removal of the asbestos shall then include prior notification of the SCAQMD and compliance with removal procedures and time schedules; asbestos handling and clean-up procedures; and storage, disposal, and landfilling requirements under Rule 1403. | Demolition Contractor/ Certified Asbestos Consultant | Prior to demolition | City Public Works, Building and Safety Services Department | |

**AMAZON DELIVERY STATION DAX9 PROJECT**
**MITIGATION MONITORING AND REPORTING PROGRAM**

| Mitigation Measures | Responsible for Implementation | Timing of Mitigation | Responsibility of Monitoring | Completion Date (Signature Required) |
|---|---|---|---|---|
| **RR HAZ-3** The demolition contractor shall comply with the California Health and Safety Code (Section 39650 et seq.) and the California Code of Regulations (Title 8, Section 1529), which prohibit emissions of asbestos from asbestos related demolition or construction activities; require medical examinations and monitoring of employees engaged in activities that could disturb asbestos; specify precautions and safe work practices that must be followed to minimize the potential for the release of asbestos fibers; and require notice to federal and local government agencies prior to beginning renovation or demolition that could disturb asbestos. | Demolition Contractor | During demolition | City Public Works, Building and Safety Services Department | |
| **RR HAZ-4** All construction on public rights-of-way shall include the implementation of traffic control measures in accordance with the West Covina Municipal Code Chapter 12.20, Street Excavation, and Chapter 19, Article X, Section 19-302, Standard Specifications for Public Works Construction, which adopts the Greenbook by reference. | Contractor | During construction | City Public Works, Building and Safety Services Department | |
| ***Mitigation Measures*** | | | | |
| **MM HAZ-1** Prior to grading and building permit approval, additional soil vapor sampling shall be performed in order to verify current vapor levels on the Project site. Sampling shall be completed according to Advisory Active Soil Gas Investigations (DTSC et. al. 2015) and results shall be compared to appropriate risk-based screening levels. If concentrations are below screening levels, no further mitigation is required. If concentrations are above screening levels, other actions shall be developed in consultation with appropriate regulatory agencies in order to reduce screening to appropriate levels. | Project Applicant/ Developer | Prior to the issuance of a grading and building permit | City Public Works, Building and Safety Services Department | |

**AMAZON DELIVERY STATION DAX9 PROJECT**
**MITIGATION MONITORING AND REPORTING PROGRAM**

| Mitigation Measures | Responsible for Implementation | Timing of Mitigation | Responsibility of Monitoring | Completion Date (Signature Required) |
|---|---|---|---|---|
| **HYDROLOGY AND WATER QUALITY** | | | | |
| ***Regulatory Requirements*** | | | | |
| **RR HYD-1** Prior to demolition and construction activities on the site, the Contractor shall prepare and file a Permit Registration Document (PRD) with the State Water Resources Control Board in order to obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No 2009-009-DWQ, NPDES No. CAS000002) or the latest approved Construction General Permit. The PRD shall consist of a Notice of Intent (NOI); a Risk Assessment; a Site Map; a Storm Water Pollution Prevention Plan (SWPPP); an annual fee; and a signed certification statement. Pursuant to permit requirements, the Project Applicant/Developer shall implement the Best Management Practices (BMPs) in the SWPPP to reduce or eliminate construction-related pollutants in site runoff. The BMPs shall be implemented during all demolition and construction activities on the site. | Contractor | Prior to demolition and construction | City Public Works, Building and Safety Services Department | |
| **RR HYD-2** In accordance with Section 9.36, Control of Pollutants from New Developments/Redevelopment Projects, of the West Covina Municipal Code, the Project shall be constructed and operated in accordance with the standard urban stormwater mitigation plan (SUSMP) prepared for the Project and approved by the City. | Project Applicant/ Developer | During construction and operation | City Public Works, Building and Safety Services Department | |
| **PUBLIC SERVICES** | | | | |
| ***Regulatory Requirements*** | | | | |
| **RR PS-1** The Project shall be designed and constructed in accordance with applicable regulations in Chapter 10, Fire Prevention and Protection, of the City of West Covina Municipal Code. | Project Applicant/ Developer | Design phase | City Planning Department | |

**AMAZON DELIVERY STATION DAX9 PROJECT**
**MITIGATION MONITORING AND REPORTING PROGRAM**

| | Mitigation Measures | Responsible for Implementation | Timing of Mitigation | Responsibility of Monitoring | Completion Date (Signature Required) |
|---|---|---|---|---|---|
| **RR PS-2** | Pursuant to Chapter 17, Article IV, Development Impact Fees of the City's Municipal Code, prior to issuance of each building permit, the Project Applicant shall be responsible for payment of the City's Development Impact Fees (DIFs) including police facilities, fire facilities, park facilities, administration facilities, and public works facilities, as appropriate and in amounts established by City Council Resolution. The fees paid shall be those in effect at the time of issuance of the building permit, subject to applicable fee credits for community facilities provided as part of the Project. | Project Applicant/ Developer | Prior to issuance of a building permit | City Planning Department and West Covina Fire and Police Departments and City Public Works, Building and Safety Services Department | |
| **RR PS-3** | The Project Applicant shall pay the applicable school development fee to the West Covina Unified School District, in accordance with Section 17620 of the California Education Code. | Project Applicant/ Developer | Prior to issuance of a building permit | City Planning Department West Covina Unified School District | |
| **RR PS-4** | The Project Applicant shall pay the applicable park fee, in accordance with Chapter 26, Article VI, Section 2620 for the purpose of park and recreational facilities. | Project Applicant/ Developer | Prior to issuance of a building permit | City Planning Department | |
| **RECREATION** | | | | | |
| ***Regulatory Requirements*** | | | | | |
| **RR PS-2** would be applicable. | | | | | |
| **TRANSPORTATION** | | | | | |
| ***Regulatory Requirements*** | | | | | |
| **RR TRA-1** | All trucks used during demolition and construction and during long-term occupancy of the Project shall use designated truck routes, in compliance with Chapter 22, Division 5, Truck Routes, of the West Covina Municipal Code. | Project Applicant/ Developer | During demolition, construction, and occupancy | City Public Works, Traffic and Lighting Section | |

**AMAZON DELIVERY STATION DAX9 PROJECT**
**MITIGATION MONITORING AND REPORTING PROGRAM**

| Mitigation Measures | Responsible for Implementation | Timing of Mitigation | Responsibility of Monitoring | Completion Date (Signature Required) |
|---|---|---|---|---|
| **RR TRA-2** The Project shall be designed and constructed to provide adequate sight distance for drivers at all entrances and exits (driveways), drive aisles, and roadways, per West Covina Municipal Code Section 22.8, Obstruction to Visibility at Intersections or Driveways. | Project Applicant/ Developer | Design phase | City Public Works, Traffic and Lighting Section | |
| ***Mitigation Measures*** | | | | |
| **MM TRA-1** As determined by the Traffic Study Dated June 22, 2021, a new traffic signal shall be installed at the intersection of Cutter Way and Project Driveway #7. A signal and striping plan shall be submitted and approved by the City of Covina (since San Bernardino road is within City of Covina ROW). The plan shall also be submitted to the cities of West Covina and Covina for concurrence on the Signal Plan as well as the Signing and Striping Plans for San Bernardino Road. | Project Applicant/ Developer | During final engineering | City of Covina And City of West Covina Public Works, Traffic and Lighting Section | |
| **MM TRA-2** All vegetation located along driveways on Badillo Street needs to provide a clear line of sight for exiting vehicles. All newly installed landscaping shall be lower than 3.5 feet in height on both sides of each driveway. | Project Applicant/ Developer | During final engineering | City Public Works, Traffic and Lighting Section | |
| **MM TRA-3** New red curbs are required to provide clear line of sight for driveways along Badillo Avenue. The Red Curbs are to be shown on all submitted plans to the City for Approval. The amount of red curb (in feet) is to be determined by applicant's engineer based on Line of Sight Calculations. | Project Applicant/ Developer | During final engineering | City Public Works, Traffic and Lighting Section | |
| **MM TRA-4** The signal and striping plan shall accommodate left turn lanes/pockets on both approaches of San Bernardino Road at Cutter Way to eliminate sight distance and safety issues for eastbound left turning vehicles whose views of the westbound vehicles may be blocked by trucks. | Project Applicant/ Developer | During final engineering | City Public Works, Traffic and Lighting Section | |

**AMAZON DELIVERY STATION DAX9 PROJECT**
**MITIGATION MONITORING AND REPORTING PROGRAM**

| Mitigation Measures | Responsible for Implementation | Timing of Mitigation | Responsibility of Monitoring | Completion Date (Signature Required) |
|---|---|---|---|---|
| **MM TRA-5** A 2-way left turn lane shall be installed along the entire Project east of Cutter Way to facilitate traffic turning out of the driveways on San Bernardino Road. As there are several driveways on both sides of San Bernardino Road, the future 2 way left turn lane shall facilitate all left turns in and out of all of these driveways to improve traffic safety along this corridor. | Project Applicant/ Developer | During final engineering | City Public Works, Traffic and Lighting Section | |
| **MM TRA-6** The amount of new red curb on San Bernardino Road, on either side of proposed driveways in order to provide clear line of sight, shall be shown on all plans submitted to the cities of Covina and West Covina for approval. The amount of red curb (in feet) is to be determined by applicant's engineer based on Line of Sight Calculations as shown in Appendix G in the June 22, 2021 Traffic Impact Study, Figure 25. | Project Applicant/ Developer | During final engineering | City of Covina and City of West Covina Public Works, Traffic and Lighting Section | |
| **MM TRA-7** Conceptual Striping Plan for the left turn movements into driveways 5 and 6 on San Bernardino Road shall prohibit the left turn movement into the site necessitating the installation of NO LEFT TURN signs at each driveway for westbound traffic. This requires installation of R3-2 and R5-1 signs. | Project Applicant/ Developer | During final engineering | City Public Works, Traffic and Lighting Section | |
| **TRIBAL CULTURAL RESOURCES** | | | | |
| ***Regulatory Requirements*** | | | | |
| **RR CUL-1** would be applicable. | | | | |
| **UTILITIES AND SERVICE SYSTEMS** | | | | |
| ***Regulatory Requirements*** | | | | |
| **RR UTL-1** Water service to the Project, including application for water service, service connections, water rates, fire service, and water mains, shall be constructed and provided in accordance with Chapter 23, Article III, Water, of the West Covina Municipal Code. | Project Applicant/ Developer | Prior to final design permit | City Public Works, Engineering Division | |
| **RR UTL-2** The Project Applicant shall pay the applicable Connection Fee Program capital facilities fees to the | Project Applicant/ Developer | Prior to construction | City Public Works, Engineering Division | |

**AMAZON DELIVERY STATION DAX9 PROJECT**
**MITIGATION MONITORING AND REPORTING PROGRAM**

| | Mitigation Measures | Responsible for Implementation | Timing of Mitigation | Responsibility of Monitoring | Completion Date (Signature Required) |
|---|---|---|---|---|---|
| | Los Angeles County Sanitation District (LACSD), as authorized by the California Health and Safety Code Sections 5400 to 5474. | | | | |
| **RR UTL-3** | The Project shall be designed and constructed with water-efficient fixtures and systems, as required by the CALGreen Code, which has been adopted by reference into Section 7-301, Adoption of Title 31 (Green Building Standards Code), of the West Covina Municipal Code. | Project Applicant/ Developer | Prior to construction | City Public Works, Engineering Division | |
| **RR UTL-4** | The Project contractor shall recycle, reuse, and/or salvage at least 65 percent of demolition and construction debris, in accordance with Section 4.408 of the CALGreen Code. | Project Applicant/ Developer | During demolition and construction | City Public Works, Maintenance Division, Environmental Services Section | |

5. The California Environmental Quality Act (CEQA) and State and local guidelines, rules, regulations, and procedures adopted pursuant thereto permits the City of West Covina to impose any fees or charges associated with implementing the above monitoring program upon the applicant.

**I HEREBY CERTIFY,** that the foregoing Resolution was adopted by the Planning Commission of the City of West Covina, at a regular meeting held on the 4th day of October 2021, by the following vote:

**AYES:** Gutierrez, Lewis, Becerra, Heng, Williams

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

**DATE:** October 4, 2021

Livier Becerra, Chairperson
Planning Commission

Paulina Morales
Secretary Planning Commission

**PLANNING COMMISSION**

**RESOLUTION NO. 21-6094**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WEST COVINA, CALIFORNIA, RECOMMENDING TO THE CITY COUNCIL APPROVAL OF GENERAL PLAN AMENDMENT NO. 20-03.**

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**GENERAL PLAN AMENDMENT NO. 20-03**

**MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT**

**APPLICANT:** Scott Murray, Greenlaw Partners

**LOCATION:** 1211 W. Badillo Street (AIN: 8434-015-018)

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**WHEREAS,** there was filed with this City a verified application on the forms prescribed for the following reclassification:

From Civic: Public Institution to Industrial on that certain property generally described as follows:

Assessor's Parcel Number 8434-015-018 in the records of the Los Angeles County Assessor; and

**WHEREAS,** local governments are authorized by Government Code section 65350 et seq., to amend the general plan; and

**WHEREAS,** the proposed Amazon Delivery Station project implements the policies of the General Plan by providing an orderly, functional and compatible land use pattern; and

**WHEREAS,** consistent with this request, the applicant has also requested the approval of a new Precise Plan (No. 20-08) to allow for the development of an Amazon Delivery Station; and

**WHEREAS,** the Planning Commission, upon giving the required notice, did on September 28, 2021 and October 4, 2021, conduct a duly noticed public hearing to consider said application and did give all persons interested therein an opportunity to be heard; and

**WHEREAS,** studies and investigations made by the Planning Commission and in its behalf reveal the following facts:

1. The City adopted a new General Plan on December 20, 2016. The General Plan Land Use Maps were amended in November 7, 2017, November 5, 2019, May 4, 2021, and July 20, 2021.

2. The project includes a general plan amendment requesting to change the land use designation of the property located at 1121 W. Badillo Street from Civic: Public Institution to Industrial to allow for the development of an Amazon Delivery Station.

3. The project includes a zone change requesting to amend the zoning of the property located at 1211 W. Badillo Street from SP-11: Faith Community Church to Manufacturing (M-1), to allow for development of an Amazon Delivery Station.

4. The project includes a Tentative Parcel Map (83444) to combine two existing lots into one.

5. The project includes a precise plan to repurpose an existing 177,440 square foot building and related parking lot for use as an Amazon Delivery Station on a 21.22 acre site.

6. The project includes a tree removal permit to remove 3 significant trees on the site (3 Ficus trees).

7. The project includes a Development Agreement to vest the applicants rights to development and to provide to the City commitments for enhanced community benefits.

8. Pursuant to the requirements of the California Environmental Quality Act (CEQA) of 1970, a MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT has been prepared indicating the project will not have a significant effect on the environment.

**NOW, THEREFORE,** the Planning Commission of the City of West Covina, California, does resolve as follows:

**SECTION NO. 1:** Based on the evidence presented General Plan Amendment No. 20-03 is found to be consistent with the City's General Plan (as amended) and the land uses permitted within said zone classification.

**SECTION NO. 2:** The Planning Commission does hereby recommend to the City Council that it approve General Plan Amendment No. 20-03, redesignating the subject property from "Civic: Public Institution to Industrial" as set forth on Exhibit A and amending the Land Use Map of the City of West Covina.

**SECTION NO. 3:** The Secretary is instructed to forward a copy of this Resolution to the City Council for its attention in the manner prescribed by law.

**I HEREBY CERTIFY,** that the foregoing Resolution was adopted by the Planning Commission of the City of West Covina, at a regular meeting held on the 4th day of October, 2021, by the following vote:

**AYES:** Gutierrez, Becerra, Williams

**NOES:** Heng, Lewis

**ABSENT:** None

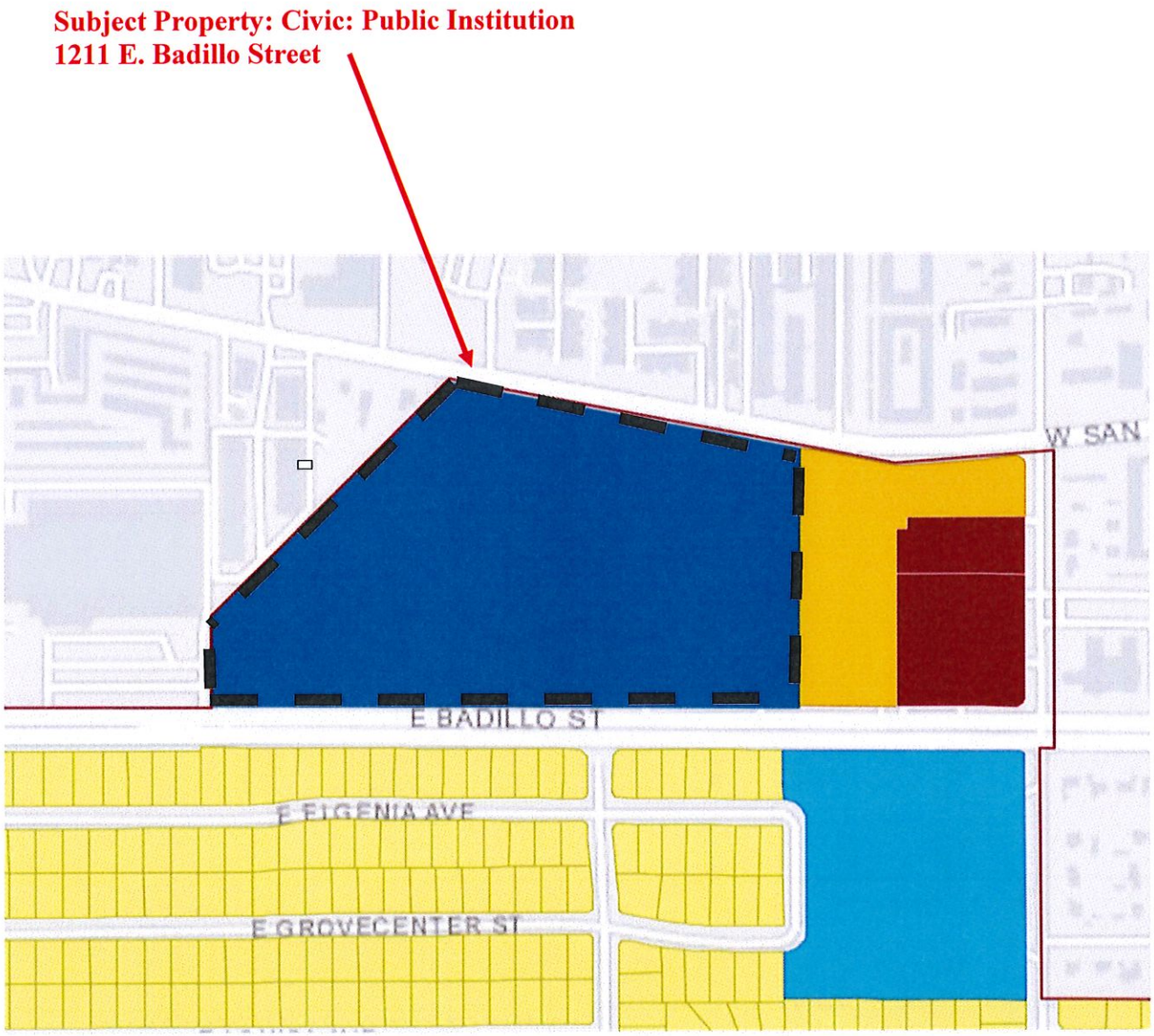
**ABSTAIN:** None

**DATE:** October 4, 2021

Livier Becerra, Chairperson
Planning Commission

Paulina Morales
Secretary Planning Commission

**EXHIBIT A**




***Indicates the area to be changed from "Civic: Public Institution" to "Industrial (I)"***

**PLANNING COMMISSION**

**RESOLUTION NO. 21-6095**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WEST COVINA, CALIFORNIA, RECOMMENDING TO THE CITY COUNCIL APPROVAL OF ZONE CHANGE NO. 20-04**

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**ZONE CHANGE NO. 20-04**

**MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT**

**APPLICANT:** Scott Murray, Greenlaw Partners

**LOCATION:** 1211 E. Badillo Street (AIN: 8434-015-018)

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**WHEREAS,** there was filed with this City a verified application on the forms prescribed in Section 26-153 and 26-199 of the West Covina Municipal Code, for the following reclassification:

> From SP-11: Faith Community Church to Manufacturing (M-1), on that certain property generally described as follows:
>
> Assessor's Parcel Number 8434-015-018 in the records of the Los Angeles County Assessor; and

**WHEREAS,** the Amazon Delivery Station project implements the policies of the General Plan by providing an orderly, functional and compatible land use pattern; and

**WHEREAS,** consistent with the request, the applicant has also requested a General Plan Amendment (No. 20-03) to amend the designation of the Land Use Element on the subject property from "Civic: Public Institution to Industrial;" and

**WHEREAS,** consistent with this request, the applicant has also requested the approval of Precise Plan 20-08, which would allow for the development of an Amazon Delivery Station on the site; and

**WHEREAS,** the Planning Commission, upon giving the required notice, did on September 28, 2021 and October 4, 2021, conduct a duly noticed public hearing to consider said application and did give all persons interested therein an opportunity to be heard; and

**WHEREAS,** studies and investigations made by the Planning Commission and in its behalf reveal the following facts:

1. The project includes a general plan amendment requesting to change the land use designation of the property located at 1121 W. Badillo Street from Civic: Public Institution to Industrial to allow for the development of an Amazon Delivery Station.

2. The project includes a zone change requesting to amend the zoning of the property located at 1211 W. Badillo Street from SP-11: Faith Community Church to Manufacturing (M-1), to allow for development of an Amazon Delivery Station.

3. The project includes a Tentative Parcel Map (83444) to combine two existing lots into one.

4. The project includes a precise plan to repurpose an existing 177,440 square foot building and related parking lot for use as an Amazon Delivery Station on a 21.22 acre site.

5. The project includes a tree removal permit to remove 3 significant trees on the site (3 Ficus trees).

6. The project includes a Development Agreement to vest the applicants rights to development and to provide to the City commitments for enhanced community benefits..

Pursuant to the requirements of the California Environmental Quality Act (CEQA) of 1970, a MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT has been prepared indicating the project will not have a significant effect on the environment.

**NOW, THEREFORE,** the Planning Commission of the City of West Covina, California, does resolve as follows:

**SECTION NO. 1:** Based on the evidence presented Zone Change No. 20-04 is found to be consistent with the City's General Plan (as amended) and the land uses permitted within said zone classification.

**SECTION NO. 2:** The Planning Commission does hereby recommend to the City Council that it approve Zone Change No. 20-04, changing the zoning designation for subject property as set forth on Exhibit A and amending the Zoning Map of the City of West Covina.

**SECTION NO. 3:** The Secretary is instructed to forward a copy of this Resolution to the City Council for its attention in the manner prescribed by law.

**I HEREBY CERTIFY** that the foregoing Resolution was adopted by the Planning Commission of the City of West Covina, at a regular meeting held on the 4th day of October 2021, by the following vote:

**AYES:** Gutierrez, Becerra, Williams

**NOES:** Heng, Lewis

**ABSENT:** None

**ABSTAIN:** None

DATE: October 4, 2021

Livier Becerra, Chairperson
Planning Commission

Paulina Morales
Secretary Planning Commission

**Subject Property: SP-11:Faith Community Church**
**1211 E. Badillo Street**

***Indicates the area to be changed from "SP-11: Faith Community Church to Manufacturing (M-1)"***

**PLANNING COMMISSION**

**RESOLUTION NO. 21-6096**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WEST COVINA, CALIFORNIA, RECOMMENDING THE CITY COUNCIL APPROVE PRECISE PLAN NO. 20-08 AND TREE REMOVAL PERMIT NO. 21-12 AT 1211 E. BADILLO STREET**

**PRECISE PLAN NO. 20-08**

**TREE REMOVAL PERMIT NO. 21-12**

**MITIGATED NEGATIVE DECLARATION (MND)**

**APPLICANT:** Scott Murray, Greenlaw Partners

**LOCATION:** 1211 E. Badillo Street

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**WHEREAS** there was filed with the City, a verified application on the forms prescribed in Chapter 26, Article VI of the West Covina Municipal Code, requesting approval of a precise plan and tree removal permit:

> Repurpose an existing 177,440 square foot building and parking lot on a 21.22-acre site for use as an Amazon Delivery Station and to remove significant trees on-site; and

**WHEREAS,** a Mitigated Negative Declaration was prepared for the proposed project pursuant to the requirements of the CEQA in support of the finding that there will not be a significant effect on the environment as a result of this project and based on the environmental analyses, with compliance with applicable regulatory requirements and/or the implementation of mitigation measures, the project would have less than significant impacts on humans, as it relates to the following environmental issue areas: aesthetics, agriculture and forestry resources, air quality, energy, GHG emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, tribal resources, utilities and service systems, and wildfire.

The proposed project's impacts on the following issue areas would require the implementation of mitigation measures: biological resources, cultural resources, geology/soils, and transportation. All impacts would be avoided or reduced to less than significant levels after mitigation.

Therefore, the proposed project would not result in environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly, with the implementation of mitigation measures. All impacts would be less than significant after mitigation; and

**WHEREAS,** the Planning Commission upon giving the required notice did on the September 28, 2021 and October 4, 2021, conduct a duly advertised public hearing as prescribed by law to consider said application.

**WHEREAS,** studies and investigations made by this Commission and on its behalf reveal the following facts:

1. The applicant is requesting approval of a precise plan, general plan amendment, zone change, parcel map, tree removal permit and development agreement **to r**epurpose an existing 177,440 square foot building and parking lot on a 21.22 acre site for use as an Amazon Delivery Station. The project includes a general plan amendment to change the land use designation from Civic: Public Institution to Industrial, a zone change to change the land use designation from SP-11: Faith Community Church to Manufacturing (M-1), a parcel map to combine two existing lots, a tree removal permit to remove significant trees on-site, and a Development Agreement.

2. Appropriate findings for approval of a precise plan of design are as follows:

    a. The proposed development plans and the uses proposed are consistent with the General Plan and any applicable specific plan.

    b. The proposed development is consistent with adopted development standards for the zone and complies with all other applicable provision of the Municipal Code.

    c. Granting the permit would not be detrimental to the public interest, health, safety, and welfare and would not unreasonably interfere with the use or enjoyment of property in the vicinity of the subject property.

    d. The site is physically suitable for the type, density and intensity of the development being proposed, including vehicle access and circulation, utilities, and the absence of physical constraints.

    e. The architecture, site layout, location, shape, bulk and physical characteristics of the proposed development are compatible with the existing and future land uses, and do not interfere with orderly development in the vicinity.

3. Based on the analysis and substantial evidence presented in the Mitigated Negative Declaration, the City has determined there are no significant environmental impacts resulting from the proposed project.; and

**NOW, THEREFORE**, the Planning Commission of the City of West Covina does resolve as follows:

1. On the basis of the evidence presented, both oral and documentary, the Planning Commission makes the following findings:

*a. The proposed development plans and the uses proposed are consistent with the General Plan and any applicable specific plan.*

The City's General Plan Land Use Element designates the subject property for Civic: Public Institution. The proposed land use designation is Industrial. The development of an Amazon Delivery Station will provide job opportunities for residents and increase business to surrounding businesses. In addition, the property is currently owned by Faith Church which as a nonprofit entity is exempt from paying property tax. An Industrial land use designation will allow the property to be sold for use as an Amazon Delivery Station and the City receive additional property taxes. In addition, the potential loss in sales tax revenues from Amazon will be addressed by the Development Agreement.

The project is consistent with the following General Plan policies:

- Our Prosperous Community P2.1 Maintain and enhance the City's current tax base
- Our Prosperous Community P2.8 Build economic development capacity

*b. The proposed development is consistent with adopted development standards for the zone and complies with all other applicable provisions of the Municipal Code.*

The project includes a request for a Zone Change (No. 20-3) from SP-11 – Faith Community Church to Manufacturing (M-1). The proposed project will revitalize and modernize an existing 177,440 square foot building and make improvements to an existing parking lot that surrounds the building on three sides. New light standards with house shields to prevent lighting spill over to adjacent properties including the residential units to the east are proposed. In addition, new water efficient landscaping is proposed.

As proposed and conditioned, the project will comply with all development standards within the Manufacturing zone including landscape setbacks from adjacent residential uses, lighting, building height, setbacks, and parking.

*c. Granting the permit would not be detrimental to the public interest, health, safety, and welfare and would not unreasonably interfere with the use or enjoyment of property in the vicinity of the subject property.*

The proposed project will repurpose an existing building and parking lot for use as an Amazon Delivery Station. The existing 177,440 square foot building is located in the center of a 21.22 acre site. Residential uses are located north, south, and east of the site. The residential uses located north and south of the site are separated from the property by Badillo Street or San Bernardino Road which are 4-lane streets which will help minimize noise from the facility. In addition, the project includes the construction of two 12 foot high walls around the loading dock area located on the west side of the property to minimize sound to the surrounding properties.

The residential units located to the east of the site directly abuts one of the parking lots for the facility. This parking lot will be utilized for delivery van storage as well as a staging area where the vans stage before moving inside the building to load. A 6 foot wide landscape planter will be maintained along the east property line and new screen trees will be added to fill in any gaps in the existing landscape screen on the adjacent property.

The Mitigated Negative Declaration prepared for the project studied both traffic noise and on-site operational noise sources such as back-up alarms and determined no significant environmental impact would occur. The project as designed and conditioned will be compatible with the uses within the vicinity and would not be detrimental to the public interest, health, safety, and general welfare and would not unreasonably interfere with the use and enjoyment of property.

*d. The site is physically suitable for the type, density and intensity of the development being proposed, including vehicle access and circulation, utilities, and the absence of physical constraints.*

The proposed project will upgrade and modernize an existing building and make improvements to the existing parking lot. The site is accessed from Badillo Street and San Bernardino Road. There are four existing driveways on Badillo Street. The two westernmost driveways on Badillo Street have full access with left turn lanes carved from the landscape median. The other two are restricted to right turns. All three driveways on San Bernardino Road currently have full access, but none feature a left turn lane from San Bernardino Road. The easternmost of these driveways would be restricted to right turns and the middle driveway on West San Bernardino Road would be relocated to the west to operate as an exclusive exit only for delivery vans.

The westerly most driveway, on San Bernardino Road, is to be relocated to align with Cutter Way and a new left turn pocket and a traffic light would be installed on San Bernardino Road. This will allow line-haul trucks approaching from the east to move out of traffic lanes before making a left turn into the delivery station. The existing vehicle access points and proposed new traffic light makes the site physically suitable for a parcel delivery station.

The project is an infill development and is located within an urbanized area where utility connections are readily available.

*e. The architecture, site layout, location, shape, bulk and physical characteristics of the proposed development are compatible with the existing and future land uses, and do not interfere with orderly development in the vicinity.*

The proposed project will revitalize and modernize an existing building and make improvements to an existing parking lot. All aspects of the site development are compatible with the existing and future land uses and do not interfere with orderly

development in the vicinity. All site improvements and the proposed landscaping and will enhance the overall appearance of the site.

2. That pursuant to all of the evidence presented, both oral and documentary, and further based on the findings above, Precise Plan No. 20-08 is recommended for approval subject to the provisions of the West Covina Municipal Code, provided that the physical development of the herein described property shall conform to said plan and the conditions set forth herein which, except as otherwise expressly indicated, shall be fully performed and completed or shall be secured by bank or cash deposit satisfactory to the Community Development Director, before the use or occupancy of the property is commenced and before the Certificate of Occupancy is issued.

3. That the precise plan shall not be effective for any purpose until the applicant (or a duly authorized representative) has filed at the office of the Community Development Director, his affidavit stating he is aware of, and accepts, all conditions of this precise plan as set forth below. Additionally, no permits shall be issued until the applicant (or a duly authorized representative) pays all costs associated with the processing of this application pursuant to City Council Resolution No. 8690.

4. The costs and expenses of any enforcement activities, including, but not limited to attorneys' fees, caused by the applicant's violation of any condition imposed by this approval or any provision of the West Covina Municipal Code shall be paid by the applicant.

5. That the approval of the precise plan is subject to approval of General Plan Amendment No. No. 20-03, Zone Change No. 20-04, Parcel Map No. 08344, Tree Removal Permit, and Development Agreement and the following conditions:

**PLANNING DIVISION**

a. The project shall comply with plans reviewed by the Planning Commission on September 28, 2021.

b. These conditions of approval shall be printed on or attached to the working drawings submitted to the Building Division for approval.

c. The project shall comply with all applicable standards of the West Covina Municipal Code.

d. The approved use shall not create a public nuisance as defined under Section 15-200 of the West Covina Municipal Code.

e. The approved use shall be in compliance with the Noise Ordinance (Chapter 15).

f. This approval shall become null and void if the building permit is not obtained within two (2) years of the date of this approval.

g. The applicant shall sign an affidavit accepting all conditions of this approval.

h. That any proposed change to the approved plans be reviewed by the Planning Division, Engineering Division, Building Division, and Fire and Police Departments and that the written authorization of the Community Development Director shall be obtained prior to implementation.

i. Graffiti-resistant coatings shall be used on all walls, fences, sign structures or similar structures to assist in deterring graffiti.

j. Any graffiti that appears on the property during construction shall be cleaned or removed on the same business day.

k. All outstanding fees will be due at the time of building permit issuance.

l. This approval does not include approval of signs; a separate sign permit shall be obtained. All signs shall be required to comply with the City of West Covina Sign Code.

m. All approved materials and colors shall be clearly indicated on the plans.

n. All new ground-mounted, wall-mounted and/or roof-mounted equipment shall be screened from all views, in a manner that is architecturally compatible with the main building. Plans and elevations indicating the type of equipment and method of concealment shall be submitted to the Community Development Director for review and approval prior to the issuance of building permits.

o. The location of new electrical transformers, vaults, antennas, mechanical and all other equipment not indicated on the approved plans must be approved by the Community Development Director prior to the issuance of building permit. Provide construction details prior to issuance of a building permit.

p. An outdoor lighting plan showing electrolier types and locations, average illumination levels, points of minimum illumination and photometric data in conformance with Planning Commission Resolution No. 2513 and as requested shall be submitted to and approved by the Planning Division and the City Engineer.

q. All parking areas shall comply with requirements of the Parking Lot Design and Lighting standards.

r. The paved areas at the site shall be maintained clean and free of oil stains. All paved areas shall be pressure washed as needed to maintain the site in a clean and orderly manner.

s. That prior to final building permit approval, a detailed landscape and irrigation plan in compliance with AB 1881 and executive order 13-29-15 shall be submitted for all planted areas to be affected by project. Plans shall include type, size and quantity of landscape materials and irrigation equipment. All vegetation areas shall be automatically irrigated, and a detailed watering program and water budget shall be provided. All damaged vegetation shall be replaced, and the site shall be kept free of diseased or dead plant materials and litter at all times

t. Comply with all requirements of the "Art in Public Places" ordinance (WCMC Chapter 17), prior to the issuance of building permits. Artwork shall be installed or required fee paid prior to issuance of Certificate of Occupancy.

u. All trees shall be indicated on the grading plan, including trees on, or near the property line on adjacent properties. The trees shall be marked as to whether they will be preserved or removed. Trees that are preserved should not be topped but should be pruned to preserve their natural form.

v. Any sidewalk, hardscape or parking facility, with potholes, broken, raised or depressed sections, large cracks, mud and/or dust, accumulation of loose material, faded or illegible pavement striping, or other deterioration shall be repaired.

w. Prior to requesting a final inspection, the Planning Division shall inspect the development.

x. All new utilities shall be placed underground prior to issuance of Certificate of Occupancy per WCMC 23-273.

y. The applicant shall execute an indemnity agreement, in a form provided by the City and approved by the City Attorney, indemnifying the City against any and all actions brought against the City in connection with the approvals set forth herein.

z. All approved materials and colors shall be clearly indicated on the plans.

aa. The Zoning Code gives provisions for up to two one-year extensions to keep entitlements active. Therefore, prior to final approval, (if building permits have not been obtained) you are urged to file a letter with the department requesting a one-year extension of time. The required submittal is a letter stating the reasons why an extension is needed, as well as an applicable processing fee. Please be advised that the applicant will not be notified by the Planning Division about the pending expiration of the subject entitlement.

bb. Comply with all applicable mitigation measures listed in the Amazon Delivery Station DAX9 Project Mitigation Monitoring and Reporting Program Initial study and Mitigated Negative declaration.

cc. Rooftop mechanical equipment shall be screened in such a way to visually integrate with the building utilizing architectural screening or raised parapets.

dd. All outdoor trash areas shall be screened on all sides from public view by a minimum 5'6" high decorative block wall with a gate constructed of durable materials per the standard Engineering Division plans. If the trash enclosure is visible form the public right-of-way, an architectural cover shall be required. An architectural cover is required and the approval of construction details by the Building Division is required prior to construction.

ee. The project shall pay Development Impact Fees of $1.54 per square foot (or current fee) prior to Building permit issuance.

**ENGINEERING DIVISION**

gg. The second sheet of building plans, grading plans and/or offsite improvement plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.

hh. The building shall be addressed and an application to assign address shall be filed with Engineering Division prior to plan check submittal.

ii. Remove and replace broken and off-grade sidewalk per SPPWC standard plan 113-2, and as directed by the City Engineer or his/her designee.

jj. Remove and replace broken and off-grade curb and gutter per SPPWC Standard Plan 120-2, and as directed by the City Engineer or his/her designee.

kk. The approved building address(es) shall be painted on the curb to the City's standards as required by the Public Works Inspector before final inspection.

ll. Relocate water meter from the sidewalk as directed by the City Engineer or his/her designee

mm. If required, install new street lights to match existing street light standards in the street block per County design standards and as directed by the City Engineer or his/her designee.

nn. Rehabilitate existing AC street pavement along the length of the property frontage to the centerline of the street as indicated below, and as directed by the City Engineer or his/her designee:

- Install crack seal and Type II slurry on existing AC pavement on Badillo Street, or

- Grind existing pavement to a depth of 4" and overlay new AC on San Bernardino Road, or
- Pay an in-lieu fee equal to the estimated cost of street rehabilitation based on Los Angeles County Land Development Division Bond Calculation Sheets prior to the issuance of building permits.

oo. Should the proposed work generate a cut into any public right of way infrastructure (street, sidewalk, driveway, curb & gutter, etc.):
   i. street paving shall be along the length of the property frontage to the centerline of the street as directed by the City Engineer or his/her designee.
   ii. sidewalk reconstruction shall be in accordance with SPPWC Standard Plan 113-2, and as directed by the City Engineer and/or his/her designee.
   iii. driveway apron reconstruction shall be in accordance with SPPWC Standard Plan 110-2, and as directed by the City Engineer or his/her designee.
   iv. curb and gutter reconstruction shall be in accordance with SPPWC Standard Plan 111-5 and as directed by the City Engineer or his/her designee.

pp. Underground all utility services to the property.

qq. Conduct a sewer capacity study of existing sewer facilities that serve the proposed development. The developer shall either pay in-lieu fees equal to the estimated cost (based on Los Angeles County Land Development Division Bond Calculation Sheets) of the proposed development's percentage of design capacity of the existing sewer system prior to the issuance of building permits or provide sewer improvements to deficient sewer segments serving the subject property to the satisfaction of the City Engineer.

rr. A geotechnical and soils investigation report is required including infiltration rate at stormwater BMP locations and pavement structural section recommendations, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:
   a) Observation of cleared areas and benches prepared to receive fill;
   b) Observation of the removal of all unsuitable soils and other materials;
   c) The approval of soils to be used as fill material;
   d) Inspection of compaction and placement of fill;
   e) The testing of compacted fills; and
   f) The inspection of review of drainage devices.

ss. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by another soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the Public

Works Department, a new Preliminary Soils and/or Geotechnical Investigation.

tt. A grading and drainage plan shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.

uu. Stormwater Planning Program LID Plan Checklist ( Form PC) completed by Engineer of Record shall be copied on the first sheet of Grading Plans. The form can be found at the following link https://www.westcovina.org/home/showdocument?id=18427

vv. Comply with all regulations of the Los Angeles Regional Water Quality Control Board and Article II of Chapter 9 of the West Covina Municipal Code concerning Stormwater/Urban Run-off Pollution control.

ww. LID review shall be completed prior submitting grading plans for plan review. Grading plans shall be submitted including the proof of approval of LID or exemption of LID.

xx. Prepare a hydrology/hydraulic study of existing and proposed development per the Los Angeles County Hydrology Manual.

yy. Project shall be reviewed and approved by the City Traffic Engineer, prior to the issuance of permits. Any improvement measures needed as a result of findings from the traffic study shall be made at the sole cost to the property owner/developer.

zz. Required street dedications shall include those portions of roadways contiguous to subject property be recorded in the Office of the Los Angeles County Recorder prior to the issuance of any Building Permits and/or Engineering Permits to the satisfaction of the City Engineer.

aaa. Prior final of the building permit(s), inspection required by Public Works inspector.

bbb. The access rights to interior lots and private streets from public roadways shall be dedicated to the City to the satisfaction of the City Engineer.

ccc. Sidewalks (with trees in tree wells or in parkways) shall be constructed along roadways contiguous to subject property adjacent to curb or R/W line to the satisfaction of the City Engineer.

ddd. Adequate provision shall be made for acceptance and disposal of surface drainage entering the property from adjacent areas.

eee. Water service facilities shall be constructed to at least meet the requirements for fire flow established by the City's Fire Department and the requirements of the subsequent water purveyor/owner of the facilities.

fff. Easements contiguous to the street right-of-way shall be granted for utility, street lighting, and traffic signing purposes to the satisfaction of the City Engineer.

ggg. Private street improvements shall comply with Municipal Code Chapter 19, Article 8, and Planning Commission Resolution No. 2519.

hhh. Prior to (issuance of Building Permit), all of the following requirements shall be satisfied:

1. A final grading and drainage plan showing existing and proposed elevations and drainage structures (and showing existing and proposed on-site and off-site improvements) shall be submitted to and approved by the Planning Department and Engineering Division.

2. Arrangements for the installation of streetlights with underground wiring shall be made with Southern California Edison Company. At the time of installation, the applicant shall provide the necessary trenching and backfill. Submit two sets of the subdivision and/or development plans to the Engineering Division, Traffic and Lighting Section, to be used for designing the street lighting system.

3. A parking lot lighting plan showing electrolier types and locations, average illumination levels, points of minimum illumination and photometric data in conformance with Planning Commission Resolution No. 2513 and as requested shall be submitted to and approved by the City Engineer.

iii. Provide will serve letter from the water purveyor that services the project area.

**BUILDING DIVISION**

jjj. All Conditions of Approval shall appear as notes on the plans submitted for building plan check and permits.

kkk. Building design shall comply with the 2020 County of Los Angeles Building Codes and 2019 California Green Building Standards Code and California Energy Code. Plans shall be submitted for plan check and required permits shall be obtained from the Building & Safety Division prior to start of construction.

lll. Separate application(s), plan check(s), and permit(s) is/are required for:

1. Tenant Improvements
2. Grading *(see Engineering Division for requirements)*
3. Demolition work
4. Retaining walls *(see Engineering Division for requirements)*
5. Required masonry or concrete perimeter walls or trash enclosures
6. Signs
7. Fire sprinkler/Alarm systems *(see Fire Department Prevention Bureau for requirements)*
8. Plumbing
9. Mechanical
10. Electrical

mmm. All tenant improvement work including package conveyor system construction shall be completed with a valid permit and in accordance with applicable Building Regulations. Final building inspection and approvals shall be completed prior to the occupancy of the building.

**FIRE DEPARTMENT**

nnn. Based on the preliminary information received, the required Fire Department requirements* for the above-noted project are:

1. NFPA 13 Fire Sprinkler System
2. NFPA Fire Alarm/Fire Sprinkler Monitoring System
3. NFPA 10 Fire Extinguishers
4. Maintain 20 ft. Minimum – Fire APPOARATUS ACCESS ROAD
5. Fire lane identification – Signage. – Painted red curbs and striping must be completed prior to final
6. Premises identification/address numbers must be added and approved by fire code official prior to final
7. Existing or proposed gates and barricades must be provided with a gate card reader if mechanical or a KnoxBox if manual

ppp. Additional Fire Department Requirements may be set upon future review of a full set of architectural plans.

**POLICE DEPARTMENT**

qqq. Install CCTV surveillance within the complex at all points of ingress/egress, as well as at all of the ingress/egress points from the street since there will be so much vehicle and pedestrian traffic.

**I HEREBY CERTIFY** that the foregoing Resolution was adopted by the Planning Commission of the City of West Covina, at a regular meeting held on the 4th day of October 2021, by the following vote:

**AYES:** Gutierrez, Lewis, Becerra, Heng, Williams

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

**DATE:** October 4, 2021

Livier Becerra, Chairperson
Planning Commission

Paulina Morales, Secretary
Planning Commission

**PLANNING COMMISSION**

**RESOLUTION NO. 21-6097**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WEST COVINA, CALIFORNIA, RECOMMENDING TO THE CITY COUNCIL APPROVAL OF TENTATIVE PARCEL MAP NO. 83444**

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**TENTATIVE PARCEL MAP NO. 83444**

**MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT**

**APPLICANT:** Scott Murray, Greenlaw Partners

**LOCATION:** 1211 E. Badillo Street (AIN: 8434-015-018)

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**WHEREAS,** there was filed with this Commission a verified application on the forms prescribed in Chapter 26, Article VI of the West Covina Municipal Code, requesting approval of a tentative parcel map to:

Combine two existing lots into one on that certain property described as:

Assessor's Parcel Numbers 8334-029-906, in the records of the Los Angeles County Assessor; and

**WHEREAS,** the Planning Commission, upon giving the required notice, did on September 28, 2021 and October 4, 2021, conduct a duly noticed public hearing to consider said application; and

**WHEREAS,** a precise plan has been submitted for the approval of repurposing an existing 177,440 square foot building and related parking lot for use as an Amazon Delivery Station on a 21.22. acre site; and

**WHEREAS,** studies and investigations made by this Commission and in its behalf reveal the following facts:

1. The applicant is requesting approval of a parcel map to allow two lots to be combined into one lot.

2. The proposed project includes a precise plan for repurposing an existing 177,440 square foot building and related parking lot for use as an Amazon Delivery Station on the 21.22 acre site.

3. Appropriate findings for approval of parcel map are as follows:

   a. That the proposed map is consistent with applicable general and specific plans.

   b. That the design or improvement of the proposed parcel map is consistent with applicable general and specific plans.

   c. That the site is physically suitable for the type of development.

   d. That the site is physically suitable for the proposed density of development.

   e. That the design of the parcel map or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish, wildlife or their habitat.

   f. Neither the design of the parcel map nor the type of improvements are likely to cause serious public health problems.

   g. That the design of the parcel map or the type of improvements will either (i) not conflict with recorded or adjudged easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; or (ii) alternate easements, for access or for use, will be provided, and these will be substantially equivalent to ones previously acquired by the public.

4. Pursuant to the requirements of the California Environmental Quality Act (CEQA) of 1970, a MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT has been prepared indicating the project will not have a significant effect on the environment.

**NOW, THEREFORE**, the Planning Commission of the City of West Covina does resolve as follows:

1. On the basis of the evidence presented, both oral and documentary, for Parcel Map No. 83444, the Planning Commission makes the following findings:

   *a. The proposed map is consistent with the general plan and any applicable adopted specific plans.*

   An amendment to the City's General Plan land-use map to change the designation of the project site from Civic: Public Institution to Industrial to accommodate the proposed Amazon Delivery Station.

   The proposed project is consistent with the following General Plan Policies:

   - Our Prosperous Community P2.1 Maintain and enhance the City's current tax base
   - Our prosperous Community P2.8 Build economic development capacity

The development of an Amazon Delivery Station will provide job opportunities for residents and increase business to surrounding businesses. In addition, the property is currently owned by Faith Church which as a nonprofit entity is exempt from paying property tax. An Industrial land use designation will allow the property to be sold for use as an Amazon Delivery Station and the City receive additional property taxes. In addition, the potential loss in sales tax revenues from Amazon will be addressed by the Development Agreement.

b. *The design or improvement of the proposed subdivision is consistent with the general plan and applicable adopted specific plans.*

The design and improvements of the proposed parcel map and precise plan are consistent with the General Plan in that the proposed Amazon Delivery Station, as conditioned, will be compatible with the single-family and multi-family residential and commercial uses in the vicinity. The project involves changing the land use designation of the project site from Civic: Public Institution to Industrial to allow the use of the property as an Amazon Delivery Station. The project conforms to all applicable development standards in the Zoning Code.

c. *The site is physically suitable for the type of development.*

The proposed project site is 21.22 acres, flat and is physically suitable for the proposed project and adequate to accommodate the Amazon Delivery Station. The proposed project will upgrade and modernize an existing building and make improvements to the existing parking lot. The site is accessed from Badillo Street and San Bernardino Road. There are four existing driveways on Badillo Street. The two westernmost driveways on Badillo Street have full access with left turn lanes carved from the landscape median. The other two are restricted to right turns. All three driveways on San Bernardino Road currently have full access, but none feature a left turn lane from San Bernardino Road. The easternmost of these driveways would be restricted to right turns and the middle driveway on West San Bernardino Road would be relocated to the west to operate as an exclusive exit only for delivery vans.

The westerly most driveway, on San Bernardino Road, is to be relocated to align with Cutter Way and a new left turn pocket and a traffic light would be installed on San Bernardino Road. This will allow line-haul trucks approaching from the east to move out of traffic lanes before making a left turn into the delivery station. The existing vehicle access points and proposed new traffic light makes the site physically suitable for a parcel delivery station.

The site is served by all necessary utilities. Appropriate mitigation measures and conditions of approval will ensure that the site is improved in a manner consistent with City standards.

d. *The site is physically suitable for the proposed density of development.*

The proposed project will upgrade and modernize an existing building and make improvements to the existing parking lot. The site will be developed in accordance with the grading and construction requirements of the West Covina Municipal Code and the City Engineer.

e. *The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish, wildlife or their habitat.*

The site consists of a 21.22-acre parcel developed with an existing 177,440 square foot building, parking and landscaping. No known endangered, threatened or rare species or habitats, or designated natural communities, wetlands habitat, or wildlife dispersal, or migration corridors are present on site. A mitigated negative declaration was prepared for the project which included mitigation measures for biological resources, cultural resources, geology/soils, and transportation. All impacts would be avoided or reduced to less than significant levels after mitigation. All impacts would be avoided or reduced to less than significant levels after mitigation to ensure that the project will not cause substantial environmental damage or injure fish, wildlife, or their habitat.

f. *Neither the design of the subdivision nor the type of improvements are likely to cause serious public health problems.*

The proposed map and improvements will have access to a public sanitary sewer system for the removal and disposal of wastewater and to other necessary utility services. The site will be developed in accordance with the standards of the Engineering Division, the Municipal Code, the Uniform Building Code, and other applicable requirements.

g. *The design of the subdivision or the type of improvements will either (i) not conflict with recorded or adjudged easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; or (ii) alternate easements, for access or for use, will be provided, and these will be substantially equivalent to ones previously acquired by the public.*

There are no easements on the property that would be affected by implementation of the proposed project. Access to the site will be provided via San Bernardino Road and Badillo Street.

2. That pursuant to all of the evidence presented, both oral and documentary, and further based on the findings above, the parcel map is approved subject to the provisions of the West Covina Municipal Code, provided that the physical development of the herein described property shall conform to said plan and the conditions set forth herein which, except as otherwise expressly indicated, shall be fully performed and completed or shall be secured by bank or cash deposit satisfactory to the Community Development Director, before the use or

occupancy of the property is commenced and before the Certificate of Occupancy is issued, and the violation of any of which shall be grounds for revocation of said parcel map by the Planning Commission or City Council.

3. That the parcel map shall not be effective for any purpose until the owner of the property involved (or a duly authorized representative) has filed at the office of the Community Development Director, his affidavit stating he is aware of, and accepts, all conditions of this parcel map and precise plan, as set forth below. Additionally, no permits shall be issued until the owner of the property involved (or a duly authorized representative) pays all costs associated with the processing of this application pursuant to City Council Resolution No. 8690.

4. The costs and expenses of any enforcement activities, including, but not limited to attorneys' fees, caused by the applicant's violation of any condition imposed by this approval or any provision of the West Covina Municipal Code shall be paid by the applicant.

5. That pursuant to all of the evidence presented, both oral and documentary, and further based on the findings above, the Planning Commission recommends that the City Council approve Parcel Map No. 83444 subject to the following conditions:

**PLANNING DIVISION**

1. Comply with plans reviewed by the Planning Commission on September 28, 2021.

2. That the project complies with all requirements of the applicable standards of the West Covina Municipal Code.

3. Approval of this parcel map is contingent upon, and shall not become effective unless and until, approval of Precise Plan No. 20-08, General Plan Amendment No. 20-03, Zone Change No. 20-04, and Development Agreement No. 21-01.

4. These conditions of approval shall be printed on or attached to the working drawings submitted to the Engineering Division for approval.

5. The approved use shall not create a public nuisance as defined under Section 15-200 of the West Covina Municipal Code.

6. The applicant shall defend, indemnify, and hold harmless the City of West Covina, its agents, officers, and employees from any claim, action or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, approval of this Parcel Map. The City will promptly notify the applicant of any such claim, action or proceeding against the City and will cooperate fully in the defense.

7. In the event the City determines that it is necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the applicant agrees to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the City,

even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the City should otherwise agree with the applicant to waive said fees or any part thereof. The foregoing shall not apply if the permittee prevails in the enforcement proceeding.

8. That any proposed change to the approved parcel map shall be reviewed by the Planning, Public Works, Fire and Police Departments, and the written authorization of the Community Development Director shall be obtained prior to implementation.

9. The proposed parcel map shall conform to West Covina Municipal Code Chapter 20 - Subdivisions.

10. The applicant shall meet any and all monitoring or reporting requirements necessary to ensure compliance with the mitigation measures contained in the Mitigated Negative Declaration of Environmental Impact as those may be determined by the City, including, but not limited to, entering into an agreement to perform and/or for monitoring and reporting during project construction and implementation. The applicant further agrees it will cease construction of the project immediately upon written notice of a violation of such requirement and that such a provision may be part of any agreement of City and applicant.

11. The applicant shall sign an affidavit accepting all conditions of this approval.

12. **ENGINEERING REQUIREMENTS**

    a. A park dedication in-lieu fee shall be paid to the City of West Covina prior to issuance of a Building Permit pursuant to Section 20-40 of the Municipal Code. The estimated park fee is approximately $21,900 [ 438 x (No. of lots) x $25/sqft (unit price of a developed park)]

    b. A final parcel map prepared by or under the direction of a registered civil engineer or licensed land surveyor shall be submitted to and approved by the City prior to being filed with the Los Angeles County Recorder.

    c. A soils report is required.

    d. A preliminary parcel map guarantee shall be provided which indicates all trust deeds (to include the name of the trustee), all easement holders, all fee interest holders, and all interest holders whose interest could result in a fee. The account for this title report shall remain open until the final parcel map is filed with the Los Angeles County Recorder.

    e. Easements shall not be granted or recorded within any area proposed to be dedicated, offered for dedication, or granted for use as a public street, alley, highway, right of access, building restriction, or other easements until after the final parcel map is approved by the City and filed with the Los Angeles County Recorder; unless such easement is subordinated to the proposed dedication or grant. If easements are granted after the date of tentative approval, a subordination shall be executed by the easement holder prior to the filing of the final parcel map.

    f. Monumentation of parcel map boundaries, street centerlines, and lot boundaries is required if the map is based on a field survey.

g. All conditions from City Departments and Divisions shall be incorporated into the parcel map prior to submitting the parcel map for review.

h. In accordance with California Government Code Sections 66442 and/or 66450, documentation shall be provided indicating the mathematical accuracy and survey analysis of the parcel map and the correctness of all certificates. Proof of ownership and proof of original signatures shall also be provided.

i. Proof of Tax clearance shall be provided at the time of parcel map review submittal.

j. Upon submittal of the parcel map for review by the City, a letter signed by both the subdivider and the engineer shall be provided which indicates that these individuals agree to submit sepia mylar of the recorded map to the City Public Works Department.

**I HEREBY CERTIFY,** that the foregoing Resolution was adopted by the Planning Commission of the City of West Covina, at a regular meeting held on the 4th day of October, 2021, by the following vote:

**AYES:** Gutierrez, Lewis, Becerra, Heng, Williams

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

**DATE:** October 4, 2021

Livia Becerra, Chairperson
Planning Commission

Paulina Morales
Secretary Planning Commission

**PLANNING COMMISSION**

**RESOLUTION NO. 21-6098**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WEST COVINA, CALIFORNIA, RECOMMENDING TO THE CITY COUNCIL APPROVAL OF DEVELOPMENT AGREEMENT NO. 21-01, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WEST COVINA AND AG WEST COVINA OWNERS LLC FOR THE DEVELOPMENT OF THE AMAZON DELIVERY STATION DAX9 PROJECT**

**DEVELOPMENT AGREEMENT NO. 21-01**

**MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT**

**APPLICANT:** Scott Murray, Greenlaw Partners

**LOCATION:** 1211 E. Badillo Street

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**WHEREAS** Scott Murray of Greenlaw Partners submitted a letter and an application requesting a development agreement under the authority of the California Government Code Section 65864 et seq. to vest applicants rights to development and to provide to the City commitments for enhanced community benefits for the following project:

Repurpose an existing 177,440 square foot building and parking lot on a 21.22-acre site for use as an Amazon Delivery Station and to remove significant trees on-site;

**WHEREAS,** an application for a General Plan Amendment to change the designation from Civic: Public Institution to Industrial on has been submitted for the development of the project; and

**WHEREAS,** an application for a Zone Change from SP-11: Faith Community Church to Manufacturing (M-1) has been submitted for the project; and

**WHEREAS,** an application for a Precise Plan has been submitted for the site plan and architectural review; and

**WHEREAS,** an application for a Tentative Parcel Map (No. 83444) has been submitted to combine two existing lots into one lot; and

**WHEREAS,** a Mitigated Negative Declaration was prepared for the proposed project pursuant to the requirements of the CEQA in support of the finding that there will not be a significant effect on the environment as a result of this project and based on the environmental analyses, with compliance with applicable regulatory requirements and/or the implementation of mitigation measures, the project would have less than significant impacts on humans, as it relates to the following environmental issue areas: aesthetics, agriculture and forestry resources, air quality, energy, GHG emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, tribal resources, utilities and service systems, and wildfire.

The proposed project's impacts on the following issue areas would require the implementation of mitigation measures: biological resources, cultural resources, geology/soils, and transportation. All impacts would be avoided or reduced to less than significant levels after mitigation.

Therefore, the proposed project would not result in environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly, with the implementation of mitigation measures. All impacts would be less than significant after mitigation; and

**WHEREAS,** the Planning Commission upon giving the required notice did on September 28, 2021 and October 4, 2021, conduct a duly advertised public hearing as prescribed by law to consider said application.

**WHEREAS,** studies and investigations made by this Commission and on its behalf reveal the following facts:

1. The Development Agreement will provide a clear and substantial benefits to the City and its residents. The Development Agreement proposes a total community benefit payment of $4 million dollars ($1 million due within 30 days after effective date of Development Agreement, $1 million due prior to issuance of final certificate of occupancy for the tenant, and $200,000 per year for ten years). This payment will help offset the fact that the delivery station will not generate sales tax for the City. In addition, since the project does not require a Conditional Use Permit, which would allow the City to place conditions on the operational aspects of the delivery station, operational conditions will be made part of the Development Agreement.

2. The Development Agreement complies with the requirements of the California Government Code Sections 65864-65869.5

3. The Planning Commission recommends that the City Council add the following implementational/operational conditions to the Development Agreement:

    a. Revise Development Agreement Section 11. C. i. to include the vehicle trip limitations for the Peak Season identified in the IS/MND and add language that includes a penalty if allowable trips are exceeded with an option for injunctive relief.

b. Prohibit off-site parking.
c. Prohibit the use of drones.
d. Ensure that van queuing and drive aisles are at least 3 parking spaces away from the Lark Ellen Village shared property line.
e. Revise Development Agreement to require operator to provide the City a list of all consultants and contractors (including self-employed drivers).
f. Limit vehicle idling.
g. Limit the hours of operation for the van parking area.

4. The Planning Commission recommends that the City Council revise the Development Agreement to include annual payment for the 20-year duration of the Development Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Planning Commission of the City of West Covina does hereby resolve as follows:

**SECTION NO. 1:** The above recitals are true and correct and are incorporated herein as if set forth herein in full.

**SECTION NO. 2:** Based on the evidence presented, Development Agreement No. 21-01 is hereby found to be consistent with the West Covina General Plan (as amended) and the implementation thereof, and that the public necessity, convenience, general welfare, and good zoning practices require Development Agreement No. 21-01.

**SECTION NO. 3:** Based on the evidence presented, the Planning Commission of the City of West Covina hereby recommends to the City Council of the City of West Covina that it approve Development Agreement No. 21-01 as shown on Exhibit "A."

**SECTION NO. 4:** The Secretary is instructed to forward a copy of this Resolution to the City Council for their attention in the manner as prescribed by law and this Resolution shall go into force and effect upon its adoption.

I HEREBY CERTIFY, that the foregoing Resolution was adopted by the Planning Commission of the City of West Covina, at a regular meeting held on the 4th day of October, 2021, by the following vote.

**AYES:** Gutierrez, Lewis, Becerra, Heng, Williams

**NOES:** None

**ABSTAIN:** None

**ABSENT:** None

**DATE:** October 4, 2021

Livier Becerra, Chairperson
Planning Commission

Paulina Morales, Secretary
Planning Commission

**EXHIBIT A**

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA APPROVING DEVELOPMENT AGREEMENT NO. 21-01, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WEST COVINA AND AG WEST COVINA OWNERS LLC FOR THE DEVELOPMENT OF THE AMAZON DELIVERY STATION DAX9 PROJECT**

**WHEREAS** Scott Murray of Greenlaw Partners submitted a letter and an application requesting a development agreement under the authority of the California Government Code Section 65864 through 65869.5 to vest applicants' rights to development and to provide to the City commitments for enhanced community benefits for the following project:

Repurpose an existing 177,440 square foot building and parking lot on a 21.22-acre site for use as an Amazon Delivery Station and to remove significant trees on-site;

**WHEREAS,** an application for a General Plan Amendment to change the designation from Civic: Public Institution to Industrial on has been submitted for the development of the project; and

**WHEREAS,** an application for a Zone Change from SP-11: Faith Community Church to Manufacturing (M-1) has been submitted for the project; and

**WHEREAS,** an application for a Precise Plan has been submitted for the site plan and architectural review; and

**WHEREAS,** an application for a Tentative Parcel Map (No. 83444) has been submitted to combine two existing lots into one lot; and

**WHEREAS,** a Mitigated Negative Declaration was prepared for the proposed project pursuant to the requirements of the CEQA in support of the finding that there will not be a significant effect on the environment as a result of this project and based on the environmental analyses, with compliance with applicable regulatory requirements and/or the implementation of mitigation measures, the project would have less than significant impacts on humans, as it relates to the following environmental issue areas: aesthetics, agriculture and forestry resources, air quality, energy, GHG emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, tribal resources, utilities and service systems, and wildfire.

The proposed project's impacts on the following issue areas would require the implementation of mitigation measures: biological resources, cultural resources, geology/soils, and transportation. All impacts would be avoided or reduced to less than significant levels after mitigation.

Therefore, the proposed project would not result in environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly, with the implementation of mitigation measures. All impacts would be less than significant after mitigation; and

**WHEREAS,** on September 28, 2021 and October 4, 2021, the Planning Commission conducted a duly noticed public hearing as prescribed by law regarding proposed Development Agreement No. 21-01 and approved Planning Commission Resolution No. 21-6098, recommending that the City Council approve Development Agreement No. 21-01; and

**WHEREAS,** on _____, 2021, the City Council conducted a duly noticed public hearing as prescribed by law regarding this ordinance approving Development Agreement No. 21-01; and

**WHEREAS,** the City Council has duly considered all information presented to it, including written staff reports and any testimony provided at the public hearing, with all testimony received being made a part of the public record.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:**

**SECTION 1:** The above recitals are true and correct and are incorporated herein as if set forth herein in full.

**SECTION 2:** The Development Agreement is attached as Exhibit "B".

**SECTION 3:** Studies and investigations made by the City Council and on its behalf reveal the following facts:

1. The Development Agreement will provide a clear and substantial benefits to the City and its residents. The Development Agreement proposes a total community benefit payment of $4 million dollars ($1 million due within 30 days after effective date of Development Agreement, $1 million due prior to issuance of final certificate of occupancy for the tenant, and $200,000 per year for ten years). This payment will help offset the fact that the delivery station will not generate sales tax for the City. In addition, since the project does not require a Conditional Use Permit, which would allow the City to place conditions on the operational aspects of the delivery station, operational conditions will be made part of the Development Agreement.

2. The Development Agreement complies with the requirements of the California Government Code Sections 65864-65869.5

**SECTION 4:** Based on the evidence presented, Development Agreement No. 21-01 is hereby found to be consistent with the West Covina General Plan (as amended) and the implementation thereof, and that the public necessity, convenience, general welfare, and good zoning practices require Development Agreement No. 21-01.

**SECTION 5:** The City Clerk shall certify to the passage of this ordinance and shall cause the same to be published as required by law. The City Clerk shall publish the adopted Ordinance pursuant to California Government Code 36933 within fifteen days of its adoption. The City Clerk shall record a copy of the Agreement pursuant to the Statute.

**SECTION 6:** This ordinance shall take effect and be in force thirty (30) days from and after the date of its passage.

**PASSED, APPROVED AND ADOPTED** this _____ day of _____, 2021.

_____
Letty Lopez-Viado
Mayor

**APPROVED AS TO FORM**

_____
Thomas P. Duarte
City Attorney

**ATTEST**

_____
Lisa Sherrick
Assistant City Clerk

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES )
CITY OF WEST COVINA )

I, Lisa Sherrick, Assistant City Clerk of the City of West Covina, do hereby certify the foregoing Ordinance, being Ordinance No. , was introduced at the _____, 2021 regular Council meeting and adopted at a regular meeting of the City Council on _____, 2021, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Lisa Sherrick
Assistant City Clerk

# AGENDA STAFF REPORT

**City of West Covina | Office of the City Manager**

**DATE:** October 19, 2021

**TO:** Mayor and City Council

**FROM:** David Carmany
City Manager

**SUBJECT: CONSIDERATION OF ZONE CHANGE NO. 20-04 AND ADOPTION OF ORDINANCE NO. 2473, CODE AMENDMENT RELATED TO RESIDENTIAL-AGRICULTURE (R-A) AND SINGLE-FAMILY RESIDENTIAL (R-1) STANDARDS**

**RECOMMENDATION:**

It is recommended that the City Council adopt the following Ordinance:

> **ORDINANCE NO. 2473 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA APPROVING CODE AMENDMENT NO. 20-04, CODE AMENDMENT RELATED TO RESIDENTIAL-AGRICULTURE (R-A) AND SINGLE-FAMILY RESIDENTIAL (R-1) STANDARD**

**BACKGROUND:**

In order to promote the development of Accessory Dwelling Units (ADUs), the California Legislature further updated State law effective January 1, 2020 to clarify and update various provisions. Although Code Amendment No. 20-04 was brought forth because of the State's ADU mandate, the proposed Code Amendment is unrelated to the ADU Ordinance. This Code Amendment would address certain R-A/R-1 standards that the State's ADU mandate made necessary and other sections in the R-A/R-1 standards needed to be addressed.

**Initial Planning Commission Review**

On April 28, 2020, staff presented the draft Code Amendment to the Planning Commission. The Planning Commission continued the item for discussion at a later time to allow more time for members of the public to provide comments and to allow staff to research information regarding existing options for residents pertaining to the potential lack of street parking.

On June 24, 2020, the Planning Commission held a public hearing to consider the proposed Code Amendment. Staff provided the Planning Commission information on the process for requesting restricted street parking on streets with street parking issues. There were no public comments offered during the public hearing. The Planning Commission voted 5-0 to approve Resolution No. 20-6042 (Attachment No. 3) recommending the City Council adopt Code Amendment No. 20-04.

**Initial City Council Review**

On August 4, 2020, the City Council held a public hearing to consider the Code Amendment and voted 5-0 to forward the item back to the Planning Commission for further revisions. During the meeting, the City Council

expressed their disapproval of the limitations placed for "nonhabitable bonus rooms."

**Planning Commission Reconsideration**

Since the Code Amendment was last discussed with the City Council, both the City Council and Planning Commission have reorganized with new members, and the following R-A/R-1 standards have been individually brought up during public hearings as items that should be revised in the future:

- Garages should not be included in the maximum unit size calculation; the maximum unit size should be limited to living area
- Detached garages and storage sheds within the required rear yard (25 feet from the property line) should not be limited to 15 feet in height and should be allowed higher
- Basic side and rear setback requirements (side: 5-10 feet depending on the area; rear: 5-25 feet depending on height) should not apply to detached garages and storage sheds.

On August 24, 2021, the Planning Commission held a public hearing and provided staff with direction on the revised Code Amendment language related to the newly requested changes.

At the September 28, 2021 Planning Commission meeting, the Planning Commission voted 4-1 to approve Resolution No. 21-6000 recommending the City Council adopt Code Amendment No. 20-04 (Attachment No. 2).

**DISCUSSION:**

The draft ordinance provides the following changes to the West Covina Municipal Code:

**Section 26-296.1100(b) and (d) and Section 26-401.5(c)- Maximum Unit Size Exception and Garages**

Garages were removed from being included in the unit size calculation in order to be consistent with industry standards.

**Sections 26-402(a), (b), and (e) - Off-street Parking and Garage Requirements**

The Code Amendment removes redundant dates identified in the current Code and increases the threshold for the two-car garage/parking requirement. Currently, the WCMC two-car garage requirement is only triggered if the proposed construction exceeds the maximum unit size allowed for the property, the Code Amendment would require properties with additions greater than 300 square feet to provide 4 off-street parking spaces (2 of which is required to be enclosed).

**Section 26-391(2) - Accessory Buildings**

"Recreation room" was added to the list of allowed non-habitable accessory buildings or structures.

**Sections 26-402.6(b)(2) and (e) - Driveways**

The Code Amendment clarifies that primary driveways are allowed to lead to required parking spaces and identifies 20 feet as the maximum driveway width if the property does not have a garage. Currently, the Code only allows primary driveways to lead to covered parking spaces and bases maximum driveway width on the width of the garage.

**Section 26-405 - Side Yards**

Cross-reference to Section 26-405.5 (Special requirements for yards and setbacks) was added and date for nonconforming side yard setback was removed. All structures with legal nonconforming setbacks are allowed to remain regardless of date the structure was built.

**Section 26-405.5(a) - Nonhabitable free-standing roofed solid walled structures**

Reduced the interior side and rear setbacks for nonhabitable free-standing roofed solid walled structures (i.e garages and storage sheds) greater than 7 feet in height to 4 feet.

**Section 26-406 - Rear Yards**

Revised the format of the Section and added a cross-reference to Section 26-405.5 (Special requirements for yards and setbacks).

**Section 26-407 Permissible Coverage of Required Yards**

Revised the format of this Section and added a provision that allows the height of garages and/or storage sheds to be increased up to 20 feet through a Director's review and determination that the design of the proposed garage or storage shed is compatible with other structures on the property and is at least 15 feet away from any permitted structure and/or swimming pool located on a neighboring property.

A cross-reference to Section 26-405.5 (Special requirements for yards and setbacks) was also added.

**LEGAL REVIEW:**

The City Attorney's Office has reviewed the ordinance and approved it as to form.

**OPTIONS:**

The City Council has the following options:

1. Approve and adopt the proposed ordinances per the Planning Commission's recommendation; or
2. Provide alternative direction

**ENVIRONMENTAL REVIEW:**

The proposal is not subject to the California Environmental Quality Act (CEQA) per Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to activity that results in direct or reasonably foreseeable indirect physical change in the environment and for activity considered to be a project, respectively. The amendment to the West Covina Municipal Code would not result in a physical change in the environment because it would simply revise existing standards.

**Prepared by:** Jo-Anne Burns, Planning Manager

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**Attachments**

Attachment No. 1 - Ordinance No. 2473

Attachment No. 2 - Planning Commission Approved Resolution

Attachment No. 3 - PC Resolution No. 20-6042

**CITY COUNCIL GOALS & OBJECTIVES:** Enhance the City Image and Effectiveness

**ATTACHMENT NO. 1**

**ORDINANCE NO. 2473**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA APPROVING CODE AMENDMENT CODE AMENDMENT NO. 20-04, CODE AMENDMENT RELATED TO RESIDENTIAL-AGRICULTURE (R-A) AND SINGLE-FAMILY RESIDENTIAL (R-1) STANDARDS**

**WHEREAS,** the City's R-A and R-1 standards were last updated on February 18, 2020 through the adoption of Ordinance No. 2469; and

**WHEREAS,** on February 25, 2020, the Planning Commission conducted a study session and initiated a code amendment related to Residential-Agriculture (R-A) and Single-Family Residential (R-1) standards; and

**WHEREAS,** on April 28, 2020 and June 24, 2020**,** the Planning Commission conducted duly noticed public hearings as prescribed by law regarding proposed Code Amendment No. 20-04. At the conclusion of the public hearing on June 24, 2020, the Planning Commission approved Planning Commission Resolution No. 20-6042, recommending that the City Council approve Code Amendment No. 20-04; and

**WHEREAS,** on August 4, 2020, the City Council conducted a duly noticed public hearing as prescribed by law regarding Code Amendment No. 20-04 and forwarded Code Amendment No. 20-04 back to the Planning Commission for further revisions; and

**WHEREAS,** on August 24, 2021 and September 28, 2021, the Planning Commission conducted a duly noticed public hearing as prescribed by law regarding proposed Code Amendment No. 20-04. At the conclusion of the public hearing, the Planning Commission approved Planning Commission Resolution No. 20-6100, recommending that the City Council approve Code Amendment No. 20-04; and

**WHEREAS,** on October 19, 2021, the City Council conducted a duly noticed public hearing as prescribed by law regarding this ordinance approving Code Amendment No. 20-04; and

**WHEREAS,** based on review of the State CEQA Guidelines, the City Council finds and determines that the proposed ordinance is statutorily exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment; and

**WHEREAS,** the City Council has duly considered all information presented to it, including written staff reports and any testimony provided at the public hearing, with all testimony received being made a part of the public record.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1.** Subsection (b) of Section 26-296.1100 of the West Covina Municipal Code is hereby amended to read as follows:

(b) *Maximum unit size exception* shall mean an increase of the total gross square footage permitted for a unit as defined in section 26-401.5 by up to twenty-five (25) percent of the gross square footage of the primary residence. ~~main building, and/or attached accessory uses (including, but not limited to an accessory habitable quarter/guest house, or garage), and/or detached garages, as set forth in subsection (d) of this section.~~

**SECTION 2.** Subsection (d) of Section 26-296.1100 of the West Covina Municipal Code is hereby deleted in its entirety.

**SECTION 3.** Subsection (2) of Section 26-391 of the West Covina Municipal Code is hereby amended to read as follows:

(2) Accessory buildings.
   a. Accessory dwelling units as allowed per article XII, division 11 (26-685.30 *et seq*.).
   b. Non-habitable accessory buildings or structures, including, but not limited to the following:
      1. Garages;
      2. Carports;
      3. Workshops;
      4. Storage rooms or sheds;
      5. Detached patio covers;
      6. Pool bathroom or detached bathroom;
      7. Recreation room.

All non-habitable accessory buildings of more than one hundred twenty (120) square feet shall file a covenant defining the use of the accessory building and stating that the building shall not be converted to any other use without city approval including an accessory dwelling unit.

**SECTION 4.** Subsection (c) of Section 26-401.5 of the West Covina Municipal Code is hereby amended to read as follows:

(c) The above maximum unit sizes may be increased by up to twenty-five (25) percent subject to the approval of an administrative use permit pursuant to the procedures

outlined in section 26-296.1200. ~~Attached accessory structures, including, but not limited to, accessory habitable quarters, accessory dwelling units, and garages, shall be included in the twenty-five (25) percent figure.~~

**SECTION 5.** Subsection (a) of Section 26-402 of the West Covina Municipal Code is hereby amended to read as follows:

(a) Each single-family dwelling shall provide four (4) accessible off-street parking spaces for each dwelling unit. A minimum of two (2) spaces shall be enclosed on three (3) sides and roofed. ~~The provisions of this section shall apply to new single-family dwelling construction after January 1, 1993.~~

**SECTION 6.** Subsection (b) of Section 26-402 of the West Covina Municipal Code is hereby amended to read as follows:

(b) For single-family dwellings with a gross floor area (exclusive of garages) of four thousand five hundred (4,500) square feet or greater or with five (5) or more bedrooms a minimum of the three (3) off-street parking spaces located within an enclosed garage is required. Tandem parking may be permissible for the purpose of providing the three (3) required parking spaces provided tandem parking is limited to not more than one (1) vehicle behind another and a minimum of two (2) parking spaces are provided side-by-side at the garage entrance. Legal nonconforming covered parking spaces ~~in existence prior to February 21, 2014~~ that do not fully meet these requirements may continue to be maintained, repaired, and/or rebuilt to the same size and configuration as long as such nonconforming covered parking spaces were legally established and maintained. The requirements of this section shall apply to new construction and the expansion of existing single-family dwellings.

**SECTION 7.** Subsection (e) of Section 26-402 of the West Covina Municipal Code is hereby amended to read as follows:

(e) Garages and carports shall have a minimum interior clear width and depth of twenty (20) feet between columns or walls. Three-car garages shall have a minimum interior clear width of thirty (30) feet and depth of twenty (20) feet. In cases where a tandem parking space is proposed to comply with a required three-car garage, a minimum of two (2) parking spaces shall be provided side-by-side at the garage entrance and minimum ten (10) feet by twenty (20) feet shall be provided behind. Unless otherwise approved in advance by the planning director in writing, placement of garage doors shall be centered between columns or walls. Access to such parking shall be paved, not less than twelve (12) feet in width, nor wider than the garage or carport, except as modified in section 26-402.5. The balance of the required spaces, if uncovered, shall have minimum dimensions of eight (8) feet by sixteen (16) feet.

(1) In the case where an expansion to the existing single-family structure exceeds 300 square feet, or exceeds the maximum permitted for a lot as outlined in section 26-296.1100, any garage or carport shall conform to the provisions regulating width and depth in subsection ~~(c)~~ (e) of this section, the provisions

regulating the number of required off-street parking spaces in subsection (a) and any front, side and rear yards as regulated by this article.

**SECTION 8.** Subsection (b)(2) of Section 26-402.5 of the West Covina Municipal Code is hereby amended to read as follows:

(2) A "primary driveway" shall be defined as that area providing direct access from the street to a garage, ~~or~~ carport, or required parking space(s) with a minimum length of twenty-two (22) feet. No driveway established prior to June 1, 1991, by permit, shall be considered nonconforming.

**SECTION 9.** Subsection (e) of Section 26-402.5 of the West Covina Municipal Code is hereby amended to read as follows:

(e) Pavement in the front yard shall be limited to the width of the garage or carport, plus an additional six (6) feet on either or both sides of the garage or carport driveway, or an additional twelve (12) feet on one side of the driveway and any secondary driveway. In instances where the property does not have a garage or carport, the front yard driveway pavement shall be limited to 20 feet in width. Substitutions of paved materials for the additional paved areas are permitted if found to be substantially similar to the requirements of this article. In cases of irregularly shaped lots or sites hampered by topographical features, the additions shall be parallel to and/or concentric with the access drive.

**SECTION 10.** Section 26-405 of the West Covina Municipal Code is hereby amended to read as follows:

In the R-A and R-1 zones every lot shall have side yards as follows, except as set forth in Section 26-405.5 (Special requirements for yards and setbacks):

(a) Interior and corner lots:
  (1) Five (5) feet in Area Districts I, IA, II and IIA.
  (2) Seven (7) feet in Area District III.
  (3) Ten (10) feet in Area Districts IV and V.
  (4) On any corner lot, no residence facing the side street shall be located within twelve and one-half (12½) feet of the side street property line.

(b) Reversed corner lots: Shall have the same side yard requirements as interior lots except the street side setback for the entire depth of the lot shall be no less than fifty (50) percent of the required front yard of the lot to the rear.

~~(c) Nonconforming side yards: Where a nonconforming side yard existed prior to January 1, 1970, the first floor of a single-family structure may be extended or enlarged adjacent thereto, but shall conform to the side yard requirements stated in subsection (a) above. The provisions of this section do not apply to the development standards for second story setbacks as provided in section 26-405.7.~~

**SECTION 11.** Subsection (a) of Section 26-405.5 of the West Covina Municipal Code is hereby amended to read as follows:

(a) All nonhabitable free-standing roofed solid-walled structures with a projected roof area of less than ~~one hundred twenty (120)~~ 120 square feet or nonroofed structures with a total floor area of less than ~~one hundred twenty (120)~~ 120 square feet, and ~~under~~ no taller than seven (7) feet in height in yards which are screened by fencing or shrubs at least five (5) feet tall may encroach into the required interior side yard behind the main building ~~as described in section 26-405~~, and ~~the rear five (5) feet of~~ the required rear yard. All nonhabitable free-standing roofed solid-walled structures greater than 120 square feet and greater than seven (7) feet in height shall be set back 4'-0" from the interior side and rear property lines provided that provisions within Sections 26-406 and 26-407 are complied with.

**SECTION 12.** Section 26-406 of the West Covina Municipal Code is hereby amended to read as follows:

~~Every lot in the R-A and R-1 zones shall have a required rear yard of twenty-five (25) feet, except that in Area District IA the yard shall be not less than fifteen (15) feet.~~
In the R-A and R-1 zones every lot shall have rear yards as follows, except as set forth in Section 26-405.5 (Special requirements for yards and setbacks):

(a) 25 feet in Area Districts I, II, III, IV, and V
(b) 15 feet in Area District IA

**SECTION 13.** Section 26-407 of the West Covina Municipal Code is hereby amended to read as follows:

Sixty (60) percent of the required rear yard in R-A and R-1 zones shall remain open; and the remaining forty (40) percent of the required rear yard may be covered by single story construction with a height of no greater than fifteen (15) feet.

(a) Garages and/or storage sheds may exceed the 15 feet height limitation by no greater than five (5) feet, subject to an administrative review set forth in Chapter 26, Article VI, Division 11 (Administrative Review by Planning Director) provided that the *Director determines that the design of the proposed garage or storage shed is compatible with other structures on the property and is at least 15 feet away from any permitted structure and/or swimming pool located on a neighboring property.*
(b) No construction shall be permitted within five (5) feet of the rear property line, except as set forth in Section 26-405.5 (Special requirements for yards and setbacks).

**SECTION 14.** The City Clerk shall certify to the passage of this ordinance and shall cause the same to be published as required by law.

**SECTION 15.** This ordinance shall take effect and be in force thirty (30) days from and after the date of its passage.

**PASSED, APPROVED AND ADOPTED** this this _____ day of _____, 2021.

_____
Letty-Lopez Viado
Mayor

**APPROVED AS TO FORM**

_____
Thomas P. Duarte
City Attorney

**ATTEST**

_____
Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2473 was introduced at a regular meeting of the City Council held on the 19th day of October, 2021, and adopted at a regular meeting of the City Council held on the ____ day of _____, 2021, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Lisa Sherrick
Assistant City Clerk

**PLANNING COMMISSION**

**RESOLUTION NO. 21-6100**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WEST COVINA, CALIFORNIA, RECOMMENDING TO THE CITY COUNCIL APPROVAL OF CODE AMENDMENT NO. 20-04, CODE AMENDMENT RELATED TO RESIDENTIAL-AGRICULTURE (R-A) AND SINGLE-FAMILY RESIDENTIAL (R-1) STANDARD**

**WHEREAS,** the City's R-A and R-1 standards were last updated in February 18, 2020; and

**WHEREAS,** on the February 25, 2020, the Planning Commission conducted a study session and initiated a code amendment related to Residential-Agriculture (R-A) and Single-Family Residential (R-1) standards; and

**WHEREAS,** April 28, 2020 and June 24, 2020, the Planning Commission conducted a duly noticed public hearing as prescribed by law regarding proposed Code Amendment No. 20-04. At the conclusion of the public hearing, the Planning Commission approved Planning Commission Resolution No. 20-6042, recommending that the City Council approve Code Amendment No. 20-04; and

**WHEREAS,** on August 4, 2020, the City Council conducted a duly noticed public hearing as prescribed by law regarding this ordinance and forwarded Code Amendment No. 20-04 back to the Planning Commission for further revisions; and
; and

**WHEREAS,** on August 24, 2021 and September 28, 2021, the Planning Commission conducted a duly noticed public hearing as prescribed by law regarding proposed Code Amendment No. 20-04. At the conclusion of the public hearing, the Planning Commission approved Planning Commission Resolution No. 20-6100, recommending that the City Council approve Code Amendment No. 20-04; and

**WHEREAS**, studies and investigations made by this Commission and on its behalf reveal the following facts:

1. It is necessary to amend the municipal code to address issues that was brought forth by the State's Accessory Dwelling Unit Mandate.

2. The proposed action is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the CEQA Guidelines, in that the

proposed action consists of a code amendment, which does not have the potential for causing a significant effect on the environment. The code amendment would not result in physical change in the environment. The proposal does not involve any construction or additions to any existing structures.

NOW, THEREFORE, BE IT RESOLVED, by the Planning Commission of the City of West Covina as follows:

**SECTION NO. 1:** The above recitals are true and correct and are incorporated herein as if set forth herein in full.

**SECTION NO. 2:** Based on the evidence presented and the findings set forth, Code Amendment No. 21-01 is hereby found to be consistent with the West Covina General Plan and the implementation thereof, and that the public necessity, convenience, general welfare, and good zoning practices require Code Amendment No. 20-04.

**SECTION NO. 3:** Based on the evidence presented and the findings set forth, the Planning Commission of the City of West Covina hereby recommends to the City Council of the City of West Covina that it approves Code Amendment No. 20-04 to amend Chapter 26 (Zoning) of the West Covina Municipal Code as shown on Exhibit "A."

**SECTION NO. 4:** The Secretary is instructed to forward a copy of this Resolution to the City Council for their attention in the manner as prescribed by law and this Resolution shall go into force and effect upon its adoption.

I HEREBY CERTIFY, that the foregoing Resolution was adopted by the Planning Commission of the City of West Covina, at a regular meeting held on the 28th day of September, 2021, by the following vote.

AYES: Gutierrez, Lewis, Becerra, Williams

NOES: Heng

ABSTAIN: None

ABSENT: None

DATE: September 28, 2021

Livier Becerra, Chairperson
Planning Commission

Paulina Morales, Secretary
Planning Commission

## EXHIBIT A

## ORDINANCE NO. 2473

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA APPROVING CODE AMENDMENT NO. 20-04, CODE AMENDMENT RELATED TO RESIDENTIAL-AGRICULTURE (R-A) AND SINGLE-FAMILY RESIDENTIAL (R-1) STANDARD**

**WHEREAS,** the City's R-A and R-1 standards were last updated in February 18, 2020; and

**WHEREAS,** on the February 25, 2020, the Planning Commission conducted a study session and initiated a code amendment related to Residential-Agriculture (R-A) and Single-Family Residential (R-1) standards; and

**WHEREAS,** April 28, 2020 and June 24, 2020, the Planning Commission conducted a duly noticed public hearing as prescribed by law regarding proposed Code Amendment No. 20-04. At the conclusion of the public hearing, the Planning Commission approved Planning Commission Resolution No. 20-6042, recommending that the City Council approve Code Amendment No. 20-04; and

**WHEREAS,** on August 4, 2020, the City Council conducted a duly noticed public hearing as prescribed by law regarding this ordinance and forwarded Code Amendment No. 20-04 back to the Planning Commission for further revisions; and
; and

**WHEREAS,** on August 24, 2021 and September 28, 2021, the Planning Commission conducted a duly noticed public hearing as prescribed by law regarding proposed Code Amendment No. 20-04. At the conclusion of the public hearing, the Planning Commission approved Planning Commission Resolution No. 20-6100, recommending that the City Council approve Code Amendment No. 20-04; and

**WHEREAS,** on _____, the City Council conducted a duly noticed public hearing as prescribed by law regarding this ordinance approving Code Amendment No. 20-04; and

**WHEREAS,** based on review of the State CEQA Guidelines, the City Council finds and determines that the proposed ordinance is statutorily exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment; and

**WHEREAS,** the City Council has duly considered all information presented to it, including written staff reports and any testimony provided at the public hearing, with all testimony received being made a part of the public record.

**WHEREFORE, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF WEST COVINA HEREBY ORDAINS AS FOLLOWS:**

**SECTION NO. 1:** Subsection (b) of Section 26-296.1100 of the West Covina Municipal Code is hereby amended to read as follows:

(b) *Maximum unit size exception* shall mean an increase of the total gross square footage permitted for a unit as defined in section 26-401.5 by up to twenty-five (25) percent of the gross square footage of the primary residence. ~~main building, and/or attached accessory uses (including, but not limited to an accessory habitable quarter/guest house, or garage), and/or detached garages, as set forth in subsection (d) of this section.~~

**SECTION NO. 2:** Subsection (d) of Section 26-296.1100 of the West Covina Municipal Code is hereby deleted:

~~(d) Detached garages legally constructed prior to October 21, 2004, shall be exempt from inclusion in the gross square footage calculation. Expansion of such garages after October 21, 2004, however, shall cause this exemption to be lost.~~

**SECTION NO. 3:** Subsection (2) of Section 26-391 of the West Covina Municipal Code is hereby amended to read as follows:

(2) Accessory buildings.
   a. Accessory dwelling units as allowed per article XII, division 11 (26-685.30 *et seq.*).
   b. Non-habitable accessory buildings or structures, including, but not limited to the following:
      1. Garages;
      2. Carports;
      3. Workshops;
      4. Storage rooms or sheds;
      5. Detached patio covers;
      6. Pool bathroom or detached bathroom.
      7. Recreation room

All non-habitable accessory buildings of more than one hundred twenty (120) square feet shall file a covenant defining the use of the accessory building and stating that the building shall not be converted to any other use without city approval including an accessory dwelling unit.

**SECTION NO. 4:** Subsection (c) of Section 26-401.5 of the West Covina Municipal Code is hereby amended to read as follows:

(c) The above maximum unit sizes may be increased by up to twenty-five (25) percent subject to the approval of an administrative use permit pursuant to the procedures outlined in section 26-296.1200. ~~Attached accessory structures, including, but not limited to, accessory habitable quarters, accessory dwelling units, and garages, shall be included in the twenty-five (25) percent figure.~~

**SECTION NO. 5:** Subsection (a) of Section 26-402 of the West Covina Municipal Code is hereby amended to read as follows:

(a) Each single-family dwelling shall provide four (4) accessible off-street parking spaces for each dwelling unit. A minimum of two (2) spaces shall be enclosed on three (3) sides and roofed. ~~The provisions of this section shall apply to new single-family dwelling construction after January 1, 1993.~~

**SECTION NO. 6:** Subsection (b) of Section 26-402 of the West Covina Municipal Code is hereby amended to read as follows:

(b) For single-family dwellings with a gross floor area (exclusive of garages) of four thousand five hundred (4,500) square feet or greater or with five (5) or more bedrooms a minimum of the three (3) off-street parking spaces located within an enclosed garage is required. Tandem parking may be permissible for the purpose of providing the three (3) required parking spaces provided tandem parking is limited to not more than one (1) vehicle behind another and a minimum of two (2) parking spaces are provided side-by-side at the garage entrance. Legal nonconforming covered parking spaces ~~in existence prior to February 21, 2014~~ that do not fully meet these requirements may continue to be maintained, repaired, and/or rebuilt to the same size and configuration as long as such nonconforming covered parking spaces were legally established and maintained. The requirements of this section shall apply to new construction and the expansion of existing single-family dwellings.

**SECTION NO. 7:** Subsection (e) of Section 26-402 of the West Covina Municipal Code is hereby amended to read as follows:

(e) Garages and carport shall have a minimum interior clear width and depth of twenty (20) feet between columns or walls. Three-car garages shall have a minimum interior

clear width of thirty (30) feet and depth of twenty (20) feet. In cases where a tandem parking space is proposed to comply with a required three-car garage, a minimum of two (2) parking spaces shall be provided side-by-side at the garage entrance and minimum ten (10) feet by twenty (20) feet shall be provided behind. Unless otherwise approved in advance by the planning director in writing, placement of garage doors shall be centered between columns or walls. Access to such parking shall be paved, not less than twelve (12) feet in width, nor wider than the garage or carport, except as modified in section 26-402.5. The balance of the required spaces, if uncovered, shall have minimum dimensions of eight (8) feet by sixteen (16) feet.

(1) In the case where an expansion to the existing single-family structure exceeds 300 square feet, or exceeds the maximum permitted for a lot as outlined in section 26-296.1100, any garage or carport shall conform to the provisions regulating width and depth in subsection ~~(c)~~ (e) of this section, the provisions regulating the number of required off-street parking spaces in subsection (a) and any front, side and rear yards as regulated by this article.

**SECTION NO. 8:** Subsection (b)(2) of Section 26-402.5 of the West Covina Municipal Code is hereby amended to read as follows:

(2) A "primary driveway" shall be defined as that area providing direct access from the street to a garage, ~~or~~ carport, or required parking space(s) with a minimum length of twenty-two (22) feet. No driveway established prior to June 1, 1991, by permit, shall be considered nonconforming.

**SECTION NO. 9:** Subsection (e) of Section 26-402.5 of the West Covina Municipal Code is hereby amended to read as follows:

(e) Pavement in the front yard shall be limited to the width of the garage or carport, plus an additional six (6) feet on either or both sides of the garage or carport driveway, or an additional twelve (12) feet on one side of the driveway and any secondary driveway. In instances where the property does not have a garage or carport, the front yard driveway pavement shall be limited to 20 feet in width. Substitutions of paved materials for the additional paved areas are permitted if found to be substantially similar to the requirements of this article. In cases of irregularly shaped lots or sites hampered by topographical features, the additions shall be parallel to and/or concentric with the access drive.

**SECTION NO. 10:** Section 26-405 of the West Covina Municipal Code is hereby amended to read as follows:

In the R-A and R-1 zones every lot shall have side yards as follows, except as set forth in Section 26-405.5 (Special requirements for yards and setbacks):

(a) Interior and corner lots:

(1) Five (5) feet in Area Districts I, IA, II and IIA.
(2) Seven (7) feet in Area District III.
(3) Ten (10) feet in Area Districts IV and V.
(4) On any corner lot, no residence facing the side street shall be located within twelve and one-half (12½) feet of the side street property line.

(b) Reversed corner lots: Shall have the same side yard requirements as interior lots except the street side setback for the entire depth of the lot shall be no less than fifty (50) percent of the required front yard of the lot to the rear.

~~(c) Nonconforming side yards: Where a nonconforming side yard existed prior to January 1, 1970, the first floor of a single-family structure may be extended or enlarged adjacent thereto, but shall conform to the side yard requirements stated in subsection (a) above. The provisions of this section do not apply to the development standards for second story setbacks as provided in section 26-405.7.~~

**SECTION NO. 11:** Subsection (a) of Section 26-405.5 of the West Covina Municipal Code is hereby amended to read as follows:

(a) All nonhabitable free-standing roofed solid-walled structures with a projected roof area of less than ~~one hundred twenty (120)~~ 120 square feet or nonroofed structures with a total floor area of less than ~~one hundred twenty (120)~~ 120 square feet, and ~~under~~ no taller than seven (7) feet in height in yards which are screened by fencing or shrubs at least five (5) feet tall may encroach into the required interior side yard behind the main building ~~as described in section 26-405~~, and ~~the rear five (5) feet of~~ the required rear yard. All nonhabitable free-standing roofed solid-walled structures greater than 120 square feet and greater than seven (7) feet in height shall be set back four (4) feet from the interior side and rear property lines provided that provisions within Sections 26-406 and 26-407 are complied with.

**SECTION NO. 12:** Section 26-406 of the West Covina Municipal Code is hereby amended to read as follows:

~~Every lot in the R-A and R-1 zones shall have a required rear yard of twenty-five (25) feet, except that in Area District IA the yard shall be not less than fifteen (15) feet.~~

In the R-A and R-1 zones every lot shall have rear yards as follows, except as set forth in Section 26-405.5 (Special requirements for yards and setbacks):

(a) 25 feet in Area Districts I, II, III, IV, and V

(b) 15 feet in Area District IA

**SECTION NO. 13:** Section 26-407 of the West Covina Municipal Code is hereby amended to read as follows:

Sixty (60) percent of the required rear yard in R-A and R-1 zones shall remain open; and the remaining forty (40) percent of the required rear yard may be covered by single story construction with a height of no greater than fifteen (15) feet.

(a) Garages and/or storage sheds may exceed the 15 feet height limitation by no greater than five (5) feet, subject to an administrative review set forth in Chapter 26, Article VI, Division 11 (Administrative Review by Planning Director) provided that the *Director determines that the design of the proposed garage or storage shed is compatible with other structures on the property and is at least 15 feet away from any permitted structure and/or swimming pool located on a neighboring property.*

(b) No construction shall be permitted within five (5) feet of the rear property line, except as set forth in Section 26-405.5 (Special requirements for yards and setbacks).

**SECTION NO. 14:** That the City Clerk shall certify to the passage of this ordinance and shall cause the same to be published as required by law.

**SECTION NO. 15:** This ordinance shall take effect and be in force thirty (30) days from and after the date of its passage.

**PASSED, APPROVED AND ADOPTED** this this _____ day of _____, 2020.

Letty-Lopez Viado
Mayor

**APPROVED AS TO FORM**

Thomas P. Duarte
City Attorney

**ATTEST**

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk, of the City of West Covina, custodian of the original records, which are public records which I maintain custody and control for the City of West Covina do hereby certify the foregoing Ordinance, being Ordinance No. 2473 as passed by the City Council of the City of West Covina, signed by the Mayor of said Council, and attested by the Assistant City Clerk, at a regular meeting of the City Council held on the _____, and that the same was passed by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Lisa Sherrick
Assistant City Clerk

**ATTACHMENT NO. 3**

# PLANNING COMMISSION

# RESOLUTION NO. 20-6042

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WEST COVINA, CALIFORNIA, RECOMMENDING TO THE CITY COUNCIL APPROVAL OF CODE AMENDMENT NO. 20-04, CODE AMENDMENT RELATED TO RESIDENTIAL-AGRICULTURE (R-A) AND SINGLE-FAMILY RESIDENTIAL (R-1) STANDARDS**

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**CODE AMENDMENT NO. 20-04**

**GENERAL EXEMPTION**

**APPLICANT:** City of West Covina

**LOCATION:** Citywide

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WHEREAS, on the 25th day of February 2020, the Planning Commission conducted a study session and initiated a code amendment related to Residential-Agriculture (R-A) and Single-Family Residential (R-1) standards; and

WHEREAS, the Planning Commission, upon giving the required notice, did on the April 28, 2020 and June 24, 2020, conduct a duly advertised public hearing as prescribed by law; and

WHEREAS, studies and investigations made by this Commission and on its behalf reveal the following facts:

1. The City's R-A and R-1 standards were last updated in February 18, 2020.

2. It is necessary to amend the municipal code to address issues that was brought forth by the State's Accessory Dwelling Unit Mandate.

3. The proposed action is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the CEQA Guidelines, in that the proposed action consists of a code amendment, which does not have the potential for causing a significant effect on the environment.

NOW, THEREFORE, BE IT RESOLVED, by the Planning Commission of the City of West Covina as follows:

**SECTION NO. 1:** The above recitals are true and correct and are incorporated herein as if set forth herein in full.

**SECTION NO. 2:** Based on the evidence presented and the findings set forth, Code Amendment No. 20-04 is hereby found to be consistent with the West Covina General Plan and the implementation thereof, and that the public necessity, convenience, general welfare, and good zoning practices require Code Amendment No. 20-04.

**SECTION NO. 3:** Based on the evidence presented and the findings set forth, the Planning Commission of the City of West Covina hereby recommends to the City Council of the City of West Covina that it approves Code Amendment No. 20-04 to amend Chapter 26 (Zoning) of the West Covina Municipal Code as shown on Exhibit "A."

**SECTION NO. 4:** The Secretary is instructed to forward a copy of this Resolution to the City Council for their attention in the manner as prescribed by law and this Resolution shall go into force and effect upon its adoption.

I HEREBY CERTIFY, that the foregoing Resolution was adopted by the Planning Commission of the City of West Covina, at a regular meeting held on the 24th day of June 2020, by the following vote.

AYES: Holtz, Jaquez, Heng, Redholtz, Kennedy

NOES: None

ABSTAIN: None

ABSENT: None

DATE: June 24, 2020

Sheena Heng, Chairperson
Planning Commission

Mark Persico, Secretary
Planning Commission

**EXHIBIT A**

**ORDINANCE NO. ___**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA APPROVING CODE AMENDMENT CODE AMENDMENT NO. 20-04, CODE AMENDMENT RELATED TO RESIDENTIAL-AGRICULTURE (R-A) AND SINGLE-FAMILY RESIDENTIAL (R-1) STANDARD**

**WHEREAS,** the City's R-A and R-1 standards were last updated in February 18, 2020; and

**WHEREAS,** on the February 25, 2020, the Planning Commission conducted a study session and initiated a code amendment related to Residential-Agriculture (R-A) and Single-Family Residential (R-1) standards; and

**WHEREAS,** the Planning Commission, upon giving the required notice, did on April 28, 2020 and June 24, 2020, conduct a duly advertised public hearing as prescribed by law to make recommendations to the City Council to approve Code Amendment No. 20-04; and

**WHEREAS,** the City Council, upon giving the required notice, did on the __ day of _____, conduct a duly advertised public hearing as prescribed by law on the proposed ordinance; and

**WHEREAS,** based on review of the State CEQA Guidelines, the City Council finds and determines that the proposed ordinance is statutorily exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment; and

**WHEREAS,** the City Council has duly considered all information presented to it, including written staff reports and any testimony provided at the public hearing, with all testimony received being made a part of the public record.

**WHEREFORE, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF WEST COVINA HEREBY ORDAINS AS FOLLOWS:**

**SECTION NO. 1:** Section 26-63 of the West Covina Municipal Code is hereby amended to include the following definition to be inserted consistent with alphabetical ordering:

*Non-habitable bonus room.* A detached structure used for private recreational purposes accessory to a residential use with its own separate exterior access/entrance.

**SECTION NO. 2:** Subsection (2) of Section 26-391 of the West Covina Municipal Code is hereby amended to read as follows:

(2) Accessory buildings.

a. Accessory dwelling units as allowed per article XII, division 11 (26-685.30 *et seq.*).

b. Non-habitable bonus rooms no greater than 200 square feet, provided that the structure is not attached to other accessory structures and/or uses, and complies with the following limitations:

1. Non-habitable bonus rooms greater than 200 square feet are not allowed.
2. No more than one (1) non-habitable bonus room shall be allowed per lot.
2. Non-Habitable bonus rooms shall not contain an interior bathroom, but may have an exterior bathroom that is not directly accessible from the bonus room.
3. Non-habitable bonus rooms shall not have any kitchen equipment and/or any cooking facilities, including but not limited to the following: kitchen cabinets, kitchen sink, stove, oven, or full-size refrigerator/freezer.
4. Non-habitable bonus rooms may only be located behind the primary residence and shall not be located within the area between the front property line and a line parallel to the back of the primary residence.
5. Non-habitable bonus rooms may not be located within 10 feet of another structure.
6. Non-habitable bonus rooms may not be constructed on properties improved with an Accessory Dwelling Unit or Junior Accessory Dwelling Unit.
7. Non-habitable bonus rooms shall not be rented out as a separate unit, and shall only be used for private recreational purposes.
8. A covenant approved by the director identifying the occupancy and limitations of the site in relation to the bonus room, shall be recorded with the county recorder. The applicant shall be responsible to prove the vesting and show evidence of recordation and shall pay the cost thereof.

~~b~~c. Non-habitable accessory buildings or structures, including, but not limited to the following:

1. Garages;
2. Carports;
3. Workshops;
4. Storage rooms or sheds;
5. Detached patio covers;
6. Pool bathroom or detached bathroom.

All non-habitable accessory buildings of more than one hundred twenty (120) square feet shall file a covenant defining the use of the accessory building and stating that the building shall not be converted to any other use without city approval including an accessory dwelling unit.

**SECTION NO. 3:** Subsection (a) of Section 26-402 of the West Covina Municipal Code is hereby amended to read as follows:

(a) Each single-family dwelling shall provide four (4) accessible off-street parking spaces for each dwelling unit. A minimum of two (2) spaces shall be enclosed on three (3) sides and roofed. ~~The provisions of this section shall apply to new single-family dwelling construction after January 1, 1993.~~

**SECTION NO. 4:** Subsection (b) of Section 26-402 of the West Covina Municipal Code is hereby amended to read as follows:

(b) For single-family dwellings with a gross floor area (exclusive of garages) of four thousand five hundred (4,500) square feet or greater or with five (5) or more bedrooms a minimum of the three (3) off-street parking spaces located within an enclosed garage is required. Tandem parking may be permissible for the purpose of providing the three (3) required parking spaces provided tandem parking is limited to not more than one (1) vehicle behind another and a minimum of two (2) parking spaces are provided side-by-side at the garage entrance. Legal nonconforming covered parking spaces ~~in existence prior to February 21, 2014~~ that do not fully meet these requirements may continue to be maintained, repaired, and/or rebuilt to the same size and configuration as long as such nonconforming covered parking spaces were legally established and maintained. The requirements of this section shall apply to new construction and the expansion of existing single-family dwellings.

**SECTION NO. 5:** Subsection (e) of Section 26-402 of the West Covina Municipal Code is hereby amended to read as follows:

(e) Garages and carport shall have a minimum interior clear width and depth of twenty (20) feet between columns or walls. Three-car garages shall have a minimum interior clear width of thirty (30) feet and depth of twenty (20) feet. In cases where a tandem parking space is proposed to comply with a required three-car garage, a minimum of two (2) parking spaces shall be provided side-by-side at the garage entrance and minimum ten (10) feet by twenty (20) feet shall be provided behind. Unless otherwise approved in advance by the planning director in writing, placement of garage doors shall be centered between columns or walls. Access to such parking shall be paved, not less than twelve (12) feet in width, nor wider than the garage or carport, except as modified in section 26-402.5. The balance of the required spaces, if uncovered, shall have minimum dimensions of eight (8) feet by sixteen (16) feet.

(1) In the case where an expansion to the existing single-family structure <u>exceeds 300 square feet</u>, or exceeds the maximum permitted for a lot as outlined in section 26-296.1100, any garage or carport shall conform to the provisions regulating width and depth in subsection ~~(e)~~ <u>(e)</u> of this section, <u>the provisions regulating the number of required off-street parking spaces in subsection (a)</u> and any front, side and rear yards as regulated by this article.

**SECTION NO. 6:** Subsection (b)(2) of Section 26-402.5 of the West Covina Municipal Code is hereby amended to read as follows:

(2) A "primary driveway" shall be defined as that area providing direct access from the street to a garage, ~~or~~ carport, or required parking space(s) with a minimum length of twenty-two (22) feet. No driveway established prior to June 1, 1991, by permit, shall be considered nonconforming.

**SECTION NO. 7:** Subsection (e) of Section 26-402.5 of the West Covina Municipal Code is hereby amended to read as follows:

(e) Pavement in the front yard shall be limited to the width of the garage or carport, plus an additional six (6) feet on either or both sides of the garage or carport driveway, or an additional twelve (12) feet on one side of the driveway and any secondary driveway. In instances where the property does not have a garage or carport, the front yard driveway pavement shall be limited to 20 feet in width. Substitutions of paved materials for the additional paved areas are permitted if found to be substantially similar to the requirements of this article. In cases of irregularly shaped lots or sites hampered by topographical features, the additions shall be parallel to and/or concentric with the access drive.

**SECTION NO. 8:** Subsection (c) of Section 26-405.7 of the West Covina Municipal Code is hereby amended to read as follows:

(c) As used in this section, second story setback shall also apply to any portion of the first story consisting of unused air space such as an open beam or vaulted ceiling area (excluding roof and attic space) ~~and~~ measuring twelve (12) feet above the finished floor of the first story, any structure with an exterior wall height measuring twelve (12) feet or more above adjacent grade, or any structure greater than sixteen (16) feet in height as measured from the lowest adjacent grade to the highest point.

**SECTION NO. 9:** Subsection (a) of Section 26-749.160 of the West Covina Municipal Code is hereby amended to read as follows:

(a) Prior to the construction of any improvement in the lower pad area such as non-habitable structures (including accessory dwelling units and non-habitable bonus rooms), non-habitable structures that require the issuance of a building permit, swimming pools, spas, sports courts, and similar uses (whether or not a building permit is required), an administrative use permit shall be required as specified in article VI, division 5 of this chapter 26.

**SECTION NO. 10:** That the City Clerk shall certify to the passage of this ordinance and shall cause the same to be published as required by law.

**SECTION NO. 11:** This ordinance shall take effect and be in force thirty (30) days from and after the date of its passage.

**PASSED, APPROVED AND ADOPTED** this _____.

_____
Tony Wu
Mayor

**APPROVED AS TO FORM**

_____
Thomas P. Duarte
City Attorney

**ATTEST**

_____
Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk, of the City of West Covina, custodian of the original records, which are public records which I maintain custody and control for the City of West Covina do hereby certify the foregoing Ordinance, being Ordinance No. ____ as passed by the City Council of the City of West Covina, signed by the Mayor of said Council, and attested by the Assistant City Clerk, at a regular meeting of the City Council held on the _____, and that the same was passed by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Lisa Sherrick
Assistant City Clerk