



**REGULAR MEETING AGENDA**  
125 E. College Street, Covina, California  
Council Chamber of City Hall  
**Tuesday, October 1, 2019**

**CITY COUNCIL/SUCCESSOR AGENCY TO THE COVINA  
REDEVELOPMENT AGENCY/COVINA PUBLIC FINANCING  
AUTHORITY/COVINA HOUSING AUTHORITY  
JOINT MEETING—CLOSED SESSION  
6:30 PM**

**CALL TO ORDER**

**ROLL CALL**

Council/Agency/Authority Members: Walter Allen, III, Patricia Cortez, Jorge A. Marquez, Mayor Pro Tem/Vice-Chair Victor Linares and Mayor/Chair John C. King

**PUBLIC COMMENTS**

*The Public is invited to make comment on Closed Session items only at this time. To address the Council/Agency/Authority please complete a yellow speaker request card located at the entrance and give it to the City Clerk. Your name will be called when it is your turn to speak. Individual speakers are limited to five minutes each.*

**CLOSED SESSION**

The City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority will adjourn to closed session for the following:

- A. Government Code § 54956.8 – CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
- Property:** 125 E. Covina Boulevard  
**Agency Negotiators:** Brian Saeki, City Manager  
Brian Lee, Director of Community Development  
**Negotiating Parties:** Steve Sheldon, Sheldon Development, LLC  
**Under Negotiation:** Price and terms of Payment

**RECESS**

**CITY COUNCIL/SUCCESSOR AGENCY TO THE COVINA  
REDEVELOPMENT AGENCY/COVINA PUBLIC FINANCING  
AUTHORITY/COVINA HOUSING AUTHORITY  
JOINT MEETING—OPEN SESSION  
7:30 PM**

**RECONVENE AND CALL TO ORDER**

**ROLL CALL**

Council/Agency/Authority Members: Walter Allen, III, Patricia Cortez, Jorge A. Marquez, Mayor Pro Tem/Vice-Chair Victor Linares and Mayor/Chair John C. King

**PLEDGE OF ALLEGIANCE**

Led by Mayor King

**INVOCATION**

Given by Covina Police Chaplain Michael Callahan

**PRESENTATIONS**

- A. Domestic Violence Month Proclamation
- B. Breast Cancer Awareness and Pink Patch Presentation

**PUBLIC COMMENTS**

*To address the Council/Agency/Authority please complete a yellow speaker request card located at the entrance and give it to the City Clerk/Agency/Authority Secretary. Your name will be called when it is your turn to speak. Those wishing to speak on a LISTED AGENDA ITEM will be heard when that item is addressed. Those wishing to speak on an item NOT ON THE AGENDA will be heard at this time. State Law prohibits the Council/Agency/Authority Members from taking action on any item not on the agenda. Individual speakers are limited to five minutes each.*

**COUNCIL/AGENCY/AUTHORITY COMMENTS**

*Council/Agency/Authority Members wishing to make any announcements of public interest or to request that specific items be added to future Council/Agency/Authority agendas may do so at this time.*

**CITY MANAGER COMMENTS**

**CONSENT CALENDAR**

*All matters listed under consent calendar are considered routine, and will be enacted by one motion. There will be no separate discussion on these items prior to the time the Council/Agency/Authority votes on them, unless a member of the Council/Agency/Authority requests a specific item be removed from the consent calendar for discussion.*

- CC 1. Minutes

**Staff Recommendation:**

Approve Minutes of the September 17, 2019, Regular Meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Housing Authority.

[2019 09 17 Minutes DRAFT](#)

- CC 2. Payment of Demands

**Staff Recommendation:**

Approve Payment of Demands in the amount of \$3,359,503.54.

[Agenda Report - Payment of Demands AUG 30 - SEPT 12, 2019](#)

- CC 3. Highway Safety Improvement Program Grant Award - Installation of In-Pavement Flashing Crosswalks

**Staff Recommendation:**

That the City Council approve the Transportation and Parking Advisory Commission's recommendation of priority crosswalk locations to include as part of this project.

[Agenda Report - Hwy Safety Improvement Program Grant Award](#)

- CC 4. Elevator Maintenance and Repair Services – Professional Services Agreement with Next Level Elevator

**Staff Recommendation:**

(1) Authorize the City Manager to execute a Professional Services Agreement with Next Level Elevator for Elevator Maintenance and Repair Services covering four City-operated elevators in an amount not-to-exceed \$100,800 through June 30, 2024.

(2) Establish a 10% contingency allowance of \$10,080 with Next Level Elevator to cover the cost of unforeseen expenses or additional services if needed.

(3) Adopt **Resolution CC 19-91** to appropriate \$3,000 from the General Fund fund balance to Library Services, Building Maintenance Budget (account no. 1010-3900-52400) for the Public Library elevator maintenance expenses.

[Agenda Report - Next Level Elevator PSA](#)

- CC 5. 2019 Energy Action Plan Update – Receive and File

**Staff Recommendation:**

Receive and File the 2019 Energy Action Plan Update.

[Agenda Report - 2019 EAP Update](#)

- CC 6. Speed Hump Implementation Policy

**Staff Recommendation:**

Provide feedback as necessary and approve the Traffic and Parking Advisory Commission's recommendation to adopt a Speed Hump Implementation Policy.

[Agenda Report - Speed Hump Policy](#)

- CC 7. Set Public Hearing Date of October 15, 2019 for the Consideration of Tentative Parcel Map No. 82493 to Subdivide an Existing 21,984-Square Foot Lot into Two New Lots in the R-1-7,500 Zone - Proposed Parcel 1 will be 12,645 Square Feet and Proposed Parcel 2 will be 8,014 Square Feet - (APN: 8446-009-006)

**Staff Recommendation:**

Set public hearing date of October 15, 2019.

[Agenda Report - Tentative Parcel Map No. 82493](#)

- CC 8. Pilot Vehicle Leasing and Maintenance Program

**Staff Recommendation:**

1. Approve a pilot program for the leasing and ongoing maintenance of up to four (4) vehicles scheduled for replacement in Fiscal Year 2020;
2. Authorize the City Manager, or designee, to execute necessary documents with Enterprise Fleet Management Inc. using the Sourcewell Competitive Purchasing Program (Contract #060618-EFM);
3. Approve Resolution 19-92, appropriating \$34,400 from the Central Equipment Fund Balance to fund lease and maintenance payments for Fiscal Year 2019-20.

[Agenda Report - Pilot Vehicle Leasing & Maintenance Program](#)

- CC 9. Azusa Avenue Median Landscaping Enhancements

**Staff Recommendation:**

That the City Council authorize the City Manager to execute the Amendment to the Professional Services Agreement with Merchants Landscape Services, Inc. in the amount of \$23,922.43 to complete landscaping enhancements on Azusa Avenue and establish a contingency of approximately 20% (\$5,000) for unforeseen expenses.

[Agenda Report - Azusa Ave Median Enhancements](#)

**PUBLIC HEARINGS - NONE.**

**CONTINUED BUSINESS - NONE.**

**NEW BUSINESS**

- NB 1. Adoption and Participation in the San Gabriel Valley Council of Governments Coyote Management Implementation Plan

**Staff Recommendation:**

1. Approve and authorize the City Manager to sign the Memorandum of Agreement with the San Gabriel Valley Council of Government for the City of Covina's participation in the regional San Gabriel Valley Coyote Implementation Plan, and
2. Adopt Resolution CC 19-93 appropriating \$10,000 from the General Fund Reserves to cover the costs for participation in the program for the current fiscal year.

[Coyote Management Implementation Plan](#)

NB 2. Los Angeles County Fire Department Update

**Staff Recommendation:**

Receive and file.

[Agenda Report - LA County Fire Dept Update](#)

**ADJOURNMENT**

The Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority will adjourn to its next regular meeting of the Council/Agency/Authority scheduled for Tuesday, October 15, 2019 at 6:30 p.m. for closed session and at 7:30 p.m. for open session inside the Council Chamber at City Hall, located at 125 East College Street, Covina, California, 91723.

The Covina City Clerk's Office does hereby declare that, in accordance with California Government Code Section 54954.2(a), the agenda for the Tuesday, October 1, 2019, meeting was posted on September 26, 2019, on the City's website and near the front entrances of: 1) Covina City Hall, 125 East College Street, Covina; and 2) the Covina Public Library, 234 N. Second Avenue, Covina.

Any member of the public may address the Council/Agency/Authority during both the public comment period and on any scheduled item on the agenda. Comments are limited to a maximum of five minutes per speaker unless, for good cause, the Mayor/Chairperson amends the time limit. Anyone wishing to speak is requested to submit a yellow Speaker Request Card to the City Clerk; cards are located near the agendas or at the City Clerk's desk.

MEETING ASSISTANCE INFORMATION: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (626) 384-5430. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

If you challenge in court any discussion or action taken concerning an item on this agenda, you may be limited to raising only those issues you or someone else raised during the meeting or in written correspondence delivered to the City at or prior to the City's consideration of the item at the meeting.

MATERIALS RELATED TO AN ITEM ON THIS AGENDA, AND SUBMITTED TO THE CITY COUNCIL AFTER PUBLICATION OF THE AGENDA, ARE AVAILABLE TO THE PUBLIC IN THE CITY CLERK'S OFFICE AT 125 E. COLLEGE STREET, COVINA.





**MINUTES OF SEPTEMBER 17, 2019  
REGULAR MEETING OF THE COVINA CITY COUNCIL/SUCCESSOR AGENCY  
TO THE COVINA REDEVELOPMENT AGENCY/COVINA PUBLIC FINANCING  
AUTHORITY/COVINA HOUSING AUTHORITY HELD IN THE COUNCIL  
CHAMBER OF CITY HALL, 125 EAST COLLEGE STREET, COVINA,  
CALIFORNIA**

**CALL TO ORDER**

Mayor King called the Council/Agency/Authority meeting to order at 6:31 p.m. There was no public comment. Mayor King recessed the Council to Closed Session at 6:31 p.m.

**ROLL CALL**

**Councilmembers Present:** Walter Allen, III, (arrived 7:09 p.m), Patricia Cortez, Jorge A. Marquez (arrived 6:34 p.m.), Mayor Pro Tem/Vice-Chair Victor Linares, and Mayor/Chair John C. King.

**Councilmembers Absent:** None.

**Elected Members Present:** City Treasurer Geoffrey Cobbett.

**Elected Members Absent:** City Clerk Mary Lou Walczak.

**Staff Members Present:** City Manager Brian Saeki, City Attorney Candice K. Lee, Police Chief John Curley, Public Works Director Chris Marcarello, Administrative Services Director Anita Agramonte, Assistant to the City Manager Angel Carrillo, Battalion Chief Chris Rash, and Chief Deputy City Clerk Nicole Alvarez.

**CLOSED SESSION**

- A. Government Code 54956.9(d)(2) – CONFERENCE WITH LEGAL COUNSEL:  
POTENTIAL LITIGATION – Significant Exposure to Litigation: One  
Potential Case**

**RECONVENE AND CALL TO ORDER**

Mayor King reconvened the meeting into open session at 7:34 p.m. with all councilmembers present.

**CLOSED SESSION REPORT**

City Attorney Lee announced that there was no reportable action taken and direction was given to staff.

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### **PLEDGE OF ALLEGIANCE**

Councilmember Allen led the Pledge of Allegiance.

### **INVOCATION**

Covina Police Chaplain David Truax gave the invocation.

### **PRESENTATIONS**

#### *A. Police Officer, Professional Staff and Volunteer of the Year*

Mayor King recognized City of Covina and Covina Chamber of Commerce 2019 honorees: Police Officer Jon Ardery as Police Officer of the Year, Associate Planner Stephanie Stabio as Professional Staff Employee of the Year, and Phillip Ramirez as Volunteer of the Year for their outstanding service and significant contributions to Public Safety.

#### *B. Daughters of the American Revolution (DAR) Proclamation*

Mayor King read into record and presented a Proclamation declaring September 17 - 23 as Constitution Week to DAR representatives Pam Schulz, Regent of the Covina Chapter -NSDAR, Denise Medina, Corresponding Secretary, and Debbie King, First Vice Regent. Regent of the Covina Chapter Schulz commented on the importance of the constitution.

### **PUBLIC COMMENTS**

Shan Lianhao, on behalf of the Gracias Music Foundation and International Youth Fellowship, extended an invitation to City Council and the community to 2019 Gracias Christmas Cantata, Sunday, September 29, 2019, at 3 p.m. and 7 p.m. at the Terrace Theater, 300 E. Ocean Blvd., Long Beach, CA 90802.

Patricia expressed her concerns regarding safety issues including electrical, gas, and water problems at the Starlight Mobile Park, and retaliation from management. She also expressed her appreciation for what the City of Covina is doing for the homeless, and keeping the City clean.

### **COUNCIL/AGENCY/AUTHORITY COMMENTS**

Mayor Pro Tem Linares stated he had no comments.

Councilmember Marquez gave an update on Southern California Association of Governments SCAG; reporting that SCAG voted as a board to appeal the 1.3 million housing units that the state is requiring the SCAG region to provide, stating that the numbers were previously correct at 430,000. Councilmember Marquez acknowledged Patricia's concerns made during public comment.

Councilmember Allen commented that it was unfortunate that he couldn't attend the Police Awards Luncheon because he was selected to moderate a panel on quiet zones at the Metrolink 2019 Rail Safety Summit. He added that the highlight of the summit was key note speaker,



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Jennifer Homendy, National Transportation Safety Board Member, who spoke on the culture of safety. Councilmember Allen reminded everyone of the tragic events of 9/11 and urged everyone to never forget 9/11, the victims, the police officers, and firefighters that perished. Councilmember Allen announced a Candlelight Vigil that will be held on Monday, September 30, for Covina hometown hero, Fallen Police Officer Jordan Corder.

Councilmember Cortez thanked City Manager Saeki, Police Chief Curley, and City Staff, for their efforts with RE-SET; adding that the numbers were incredibly impressive and that the program is unique and effective.

Mayor King echoed Councilmember Cortez' comment of thanks to the team and staff for their hard work that is going on with the RE-SET program and expressed his appreciation for the positive response received from the community.

Mayor King briefly reminisced about Officer Jordan Corder and welcomed Police Chief Curley to announce the upcoming event in his honor. Police Chief Curley invited the community to the Candlelight Vigil in honor of the 5<sup>th</sup> Year Anniversary of the passing of Officer Jordan Corder, Monday, September 30, 2019, at 7:30 p.m. in front of the Covina Police Department in celebration of Mr. Corder's life and legacy.

Mayor King announced the 24<sup>th</sup> Annual Thunderfest Car Show & Music Festival on Saturday, October 12, 2019, from 4 p.m. – 9 p.m., located in Downtown Covina on Citrus Avenue between San Bernardino Road and Badillo Street.

### **CITY MANAGER COMMENTS**

City Manager Saeki commented that the first two Wednesdays that RE-SET was held was from 8:00 a.m. to about 2:00 or 3:00 p.m., which provided relatively consistent numbers so they are going to try a different time tomorrow, from about 4:30 or 5:00 p.m. to about 10:00 p.m., to get a different sampling of the homeless folks in town and see how they compare with the numbers from that of the day.

City Manager Saeki announced that a very deserving Covina Family on Heathdale was awarded an extreme home makeover from the producers of HGTV, which will be a total rehab of their current home. He also thanked staff for their hard work on making this a reality.

In response to an inquiry from Mayor King, City Manager Saeki responded that the father was in a car accident and their current home is not currently handicap accessible. He also mentioned that the father is a special needs teacher in West Covina and a Veteran.

### **CONSENT CALENDAR**

Mayor King pulled Consent Calendar item CC 7 for separate discussion.

Mayor Pro Tem Linares pulled Consent Calendar item CC 9 for separate discussion.

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A motion was made by Councilmember Marquez, seconded by Councilmember Allen, to approve Consent Calendar items CC 1 – 6, 8 and 10 – 13 as presented.

*Motion approved the Consent Calendar items CC 1 – 6, 8 and 10 – 13 as follows:*

**AYES: ALLEN, CORTEZ, MARQUEZ, LINARES, KING**

**NOES: NONE**

**ABSTAIN: NONE**

**ABSENT: NONE**

- CC 1. City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Housing Authority approved the Minutes of the August 27, 2019, Special Meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Housing Authority.
- CC 2. City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Housing Authority approved the Minutes of the September 3, 2019, Joint Special Study Session Meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Housing Authority with the Planning Commission.
- CC 3. City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Housing Authority approved the Minutes of the September 3, 2019, Regular Meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Housing Authority.
- CC 4. City Council/Successor Agency to the Covina Redevelopment Agency approved the payment of demands in the amount of \$2,948,045.42.
- CC 5. City Council/Successor Agency to the Covina Redevelopment Agency received and filed the Monthly Investment Report of the Treasurer to the City Council and Successor Agency to the Covina Redevelopment Agency for August 2019.
- CC 6. City Council approved the Second Amendment to the Professional Services Agreement between the City of Covina and ACCO Engineered Systems, Inc. for Heating, Ventilation, and Air Conditioning Maintenance and Repair Services to add Covina Senior & Community Center to the scope of services and increase the compensation by an amount not-to-exceed \$7,350 per year for a total compensation amount not-to-exceed \$142,536.66 for the five-year term of the Agreement, November 1, 2017 through June 30, 2022; and authorized the City Manager to execute the amendment.
- CC 8. City Council accepted the work performed by PTM General Engineering Services, Inc.; authorized the City Clerk to file a Notice of Completion for the Traffic Signal Improvements at Citrus Avenue/Covina Boulevard and Badillo Street/Hollenbeck Avenue Project; and authorized the use of Proposition C Local Return funds in lieu of State Gas Tax funds previously approved in Fiscal Year 2018 through a Request for Reclass.
- CC 10. City Council approved a Professional Services Agreement between the City of Covina and Robert Nava dba Nava Studio & Design in an amount not-to-exceed

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\$22,730 for Landscape Architecture and Design Services for the Covina Park Improvement Project; and authorized the City Manager to execute the agreement.

- CC 11. City Council approved the plans and specifications for the Metrolink Parking Structure Improvement Project; awarded the Contract for the Metrolink Parking Structure Improvement Project to Painting & Decor, Inc. as the lowest responsive and responsible bidder in an amount not-to-exceed \$48,700; authorized the City Manager to execute the Contract; and established a 10% contingency allowance of \$4,870 with Painting & Decor, Inc. to cover the cost of unforeseen expenses or additional services if needed.
- CC 12. City Council approved the Second Amendment to Agreement with JHD Planning, LLC extending the duration of the agreement with JHD Planning, LLC until September 17, 2020, for the Preparation of the City of Covina Housing Element; and authorized the City Manager to execute the amendment.
- CC 13. City Council amended the contract for the Badillo North Water System Upgrade Project with Stephen Doreck Equipment Rentals, Inc. in an amount of \$500,000 with a new amount not-to-exceed \$3,363,580.50; and authorized the City Manager to execute the amended contract and transfer \$500,000 from the Shoppers Lane Main Replacement Project to the Badillo North Water System Upgrade Project (account no. 6011-5080-55410-W1805) to provide the additional funding necessary to complete the additional water fund portion of the improvements.

**CONSENT CALENDAR ITEMS PULLED FOR SEPARATE DISCUSSION**

- CC 7. Approve the Professional Services Agreement between the City of Covina and CEJ Engineers, Inc. in an amount not-to-exceed \$9,200 for Engineering Services – Topographic Survey for the Median Beautification Project – Rowland Street; and authorize the City Manager to execute the agreement.

Mayor King stated that we are finding needs within our community and tackling them; adding that this is a great proactive effort and wanted to say thank you to staff and make the community aware of another great work that is taking place.

A motion was made by Mayor King, seconded by Councilmember Cortez, to approve Consent Calendar item CC 7 as presented.

*Motion approved the Consent Calendar item CC 7 as follows:*

**AYES: ALLEN, CORTEZ, MARQUEZ, LINARES, KING**  
**NOES: NONE**  
**ABSTAIN: NONE**  
**ABSENT: NONE**

- CC 9. Confirm and Approve Mayor Pro Tem Linares' nomination of Denae Amaya to be appointed to the Library Board of Trustees for an unexpired term ending June 30, 2020.

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Mayor Pro Tem Linares informed City Council that he had an empty seat on the Library Board of Trustees and that Denae Amaya reached out to him to express her interest in serving on the Library Board of Trustees and knowing that she does a lot of good work on the Parks & Recreation Commission he would like to appoint her to fill his open seat on the Library Board of Trustees.

A motion was made by Mayor Pro Tem Linares, seconded by Councilmember Allen, to approve Consent Calendar item CC 9 as presented.

*Motion approved the Consent Calendar item CC 9 as follows:*

**AYES: ALLEN, CORTEZ, MARQUEZ, LINARES, KING**  
**NOES: NONE**  
**ABSTAIN: NONE**  
**ABSENT: NONE**

**PUBLIC HEARINGS** - None.

**CONTINUED BUSINESS** - None.

### **NEW BUSINESS**

#### **NB 1. City of Covina Economic Development Marketing Program**

The staff report was presented by City Manager Saeki. There was no public comment.

City Manager Saeki informed City Council that Mayor Pro Tem Linares understands that should the focus become specific to Downtown Covina he would have to recuse himself, but thought that it would be a good idea to have him at least be part of the conversation as he has a business in the Downtown, markets it, and is very successful.

Discussion included: several options to market the City of Covina including streaming a consistent video on cable television highlighting businesses, partnering with the Covina Chamber of Commerce and Covina Downtown Association to market and promote businesses within the City more effectively, having a college intern or part-time staff person specifically designated to promote the great things done in the City, hiring a consultant, posting to social media, teaming up with Metrolink as a stop-off point, utilizing high school programs, honoring and highlighting businesses, increasing visibility; consistent marketing; status of billboard on freeway; budget; creating a marketing plan; and movies that were filmed in Covina. Areas mentioned were Downtown Covina, Azusa/Arrow Corridor, Arrow Highway, Grand Avenue, Vincent Avenue and Shopper's Lane.

A motion was made by Mayor Pro Tem Linares, seconded by Councilmember Marquez, to have staff come back with options regarding Citywide Economic Development Marketing.

*Motion approved New Business item NB 1 as follows:*

**AYES: ALLEN, CORTEZ, MARQUEZ, LINARES, KING**  
**NOES: NONE**  
**ABSTAIN: NONE**  
**ABSENT: NONE**

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**NB 2. Covina Irrigating Company (CIC) – Request to Provide Direction Related to Board of Directors Nominee(s)**

The staff report was presented by City Manager Saeki. There was no public comment.

Discussion included: involvement and representation of board members, keeping City Council afloat of what is happening on the board, and potential board members and interest.

Mayor King suggested having a Study Session before a City Council meeting to have the board members come in and sit down as a group and have a discussion with the board representatives to understand their concerns and issues and to set expectations so that everyone is on the same page.

City Manager Saeki indicated that a Study Session will be scheduled for the first meeting in October.

A motion was made by Mayor Pro Tem Linares, seconded by Councilmember Cortez, to keep members Geoffrey Cobbett and Rich Jett and add Kevin Stapleton and Mike Touhey to replace members Kimber Raney and Henry Morgan, and to designate the City Manager, or his designee, as the City's representative at the Covina Irrigating Company Annual Shareholder's meeting on October 23, 2019.

*Motion approved New Business item NB 2 as follows:*

**AYES: ALLEN, CORTEZ, MARQUEZ, LINARES, KING**  
**NOES: NONE**  
**ABSTAIN: NONE**  
**ABSENT: NONE**

**ADJOURNMENT**

At 8:52 p.m., the meeting of the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority was adjourned to its next regular meeting of the Council/Agency/Authority scheduled for **Tuesday, October 1, 2019** at 6:30 p.m. for closed session and at 7:30 p.m. for open session inside the Council Chamber at City Hall, located at 125 East College Street, Covina, California, 91723.

Respectfully Submitted:

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Georgianna Nicole Alvarez, CMC, CPMC  
Chief Deputy City Clerk

Approved this 1<sup>st</sup> day of October 2019:

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John C. King, Mayor/Chair





## Regular Meeting

# AGENDA ITEM REPORT

**Meeting:** Regular Meeting - Oct 01 2019  
**Title:** Payment of Demands  
**Presented By:** Geoffrey Cobbett, City Treasurer  
Anita Agramonte, Administrative Services Director  
**Recommendation:** Approve Payment of Demands in the amount of \$3,359,503.54.

### EXECUTIVE SUMMARY / BACKGROUND:

Attached is a list of warrants and demands which are being presented for approval and are summarized as follows:

#### Accounts Payable Warrants August 30 - September 12, 2019

CITY checks/EFTs	\$ 2,463,057.76
CITY payroll	\$ 879,486.83
CITY voids	\$ (385.00)
Worker's Comp	<u>\$ 10,725.67</u>
	\$ 3,352,885.26
SACRA checks/EFTs	\$ 1,715.20
SACRA payroll	<u>\$ 4,903.08</u>
	\$ 6,618.28
TOTAL checks/EFTs	<b>\$ 3,359,503.54</b>

### DISCUSSION:

The attached reports have been reviewed by the City Treasurer and by the Administrative Services Director.

### FISCAL IMPACT:

Sufficient funding is available and the related costs are included in the Fiscal Year 18/19 & 19/20 Adopted Budgets.

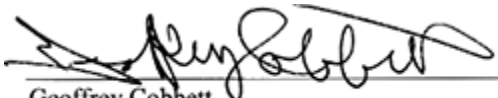
### CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

N/A.

### ATTACHMENTS:

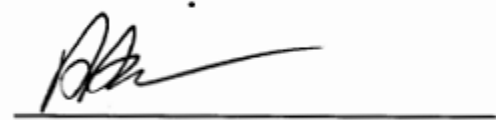
[Attachment A: Check Register: Aug 30 - Sept 12, 2019](#)

Respectfully submitted,



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Geoffrey Cobbett  
City Treasurer



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Anita Agramonte  
Administrative Services Director



CITY OF COVINA  
Check Register  
August 30 - September 12, 2019

Check #	Check Date	Vendor	Name	Amount
5508	09/05/2019	1405	ICMA RETIREMENT TRUST-457	5,867.47
5509	09/05/2019	4003	MidAmerica	2,333.95
5510	09/05/2019	2033	NATIONWIDE RETIREMENT SOLUTIONS	9,240.00
20212	09/01/2019	487	CalPERS	69,986.77
20213	09/01/2019	487	CalPERS	8,792.38
20214	09/01/2019	487	CalPERS	547.00
20217	09/01/2019	487	CalPERS	68,483.05
20218	09/05/2019	788	COVINA, CITY OF	39,747.45
20219	09/05/2019	789	COVINA-FSA, CITY OF	493.74
20220	09/05/2019	788	COVINA, CITY OF	24.90
			<b>subtotal EFT/wires/direct deposits</b>	<b>\$205,516.71</b>
97516	09/05/2019	44	ADAMSON INDUSTRIES	468.32
97517	09/05/2019	3658	ADVANCE TUTORING	72.80
97518	09/05/2019	82	AIR-BREE HEATING	7,190.00
97519	09/05/2019	91	ALAS, NINA	201.60
97520	09/05/2019	4931	Antonio Castro Jr	1,000.30
97521	09/05/2019	4630	AUBURN HANEY	1,267.50
97522	09/05/2019	254	AZUSA LIGHT & WATER	4,062.75
97523	09/05/2019	255	AZUSA PLUMBING & HEATNG SUPPLY	92.69
97524	09/05/2019	453	CA CITY MGMT FOUNDATION	400.00
97525	09/05/2019	4866	Camila A. Leon	207.90
97526	09/05/2019	4691	Charles Pankow Builders, Ltd.	1,496.24
97527	09/05/2019	617	CHARTER OAK GYMNASTICS INC	1,976.32
97528	09/05/2019	649	CINTAS CORP #693	293.83
97529	09/05/2019	700	COLLEY FORD	738.71
97530	09/05/2019	3235	COOK, SHAWNA	89.25
97531	09/05/2019	788	COVINA, CITY OF	725.00
97532	09/05/2019	3982	CAROL A CUGNO	705.26
97533	09/05/2019	4943	Donald E St.Clair	3,200.00
97534	09/05/2019	970	EDISON CO	39,434.37
97535	09/05/2019	4832	Enrichment Programs In Communities	46.20
97536	09/05/2019	4124	DUDE SOLUTIONS	4,299.99
97537	09/05/2019	4519	Foothill Communications, LLC	570.00
97538	09/05/2019	4455	FRONTIER	662.46
97539	09/05/2019	4483	DALE A. GARRISON	63.00
97540	09/05/2019	1156	THE GAS COMPANY	26.44
97541	09/05/2019	1204	GOLDEN STATE WATER COMPANY	44.45
97542	09/05/2019	1215	GONZALES, RICHARD	70.00
97543	09/05/2019	1235	GRAINGER	134.96
97544	09/05/2019	1241	GRAND PRINTING	769.99
97545	09/05/2019	1275	HAAKER EQUIPMENT CO	409.84
97546	09/05/2019	3669	HAMILTON & ASSOCIATES INC	1,681.10
97547	09/05/2019	4766	HASA, INC.	1,681.62
97548	09/05/2019	4676	Hill Brothers Chemical Company	1,092.40

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97549	09/05/2019	1352	HINDERLITER DELLAMAS & ASSOC	2,209.79
97550	09/05/2019	3988	LANDSCAPE WAREHOUSE	199.03
97551	09/05/2019	1463	J.G. TUCKER AND SON	183.29
97552	09/05/2019	3749	JCL BARRICADE COMPANY	2,597.38
97553	09/05/2019	4920	Justin Dean	75.60
97554	09/05/2019	1561	KEYSTONE UNIFORM DEPOT	77.12
97555	09/05/2019	1663	LAW ENFORCEMENT MEDICAL	500.00
97556	09/05/2019	3190	LAYNE, JONATHAN DANIEL	243.51
97557	09/05/2019	4694	Leslie's Poolmart Inc	420.20
97558	09/05/2019	1694	LEWIS ENGRAVING INC	22.05
97559	09/05/2019	2546	SAN GABRIEL VALLEY TRIBUNE	373.24
97560	09/05/2019	1748	LOS ANGELES TIMES	178.75
97561	09/05/2019	4212	CHRISTINE MALETZ	352.80
97562	09/05/2019	3932	ARLENE D. MAR	179.20
97563	09/05/2019	4089	MEASOM, DEVIN THOMAS	56.00
97564	09/05/2019	4833	Michael R. Hillmann	2,730.00
97565	09/05/2019	1933	MISSION LINEN SUPPLY	11.44
97566	09/05/2019	1997	MAD SCIENCE	1,995.00
97567	09/05/2019	3256	MULTI W SYSTEMS INC	1,106.38
97568	09/05/2019	4302	MYRNA RODRIGUEZ	38.50
97569	09/05/2019	2091	O REILLY AUTO PARTS	224.89
97570	09/05/2019	2101	OCLC	6,535.94
97571	09/05/2019	99999	MARK ANTHONY RAMIREZ	182.00
97572	09/05/2019	99999	AGUSTIN MOISES SANDOVAL	45.00
97573	09/05/2019	99999	AMERICA M. RINCON	101.00
97574	09/05/2019	99999	ANA M. FLORES	101.00
97575	09/05/2019	99999	ANGELA BAKER	101.00
97576	09/05/2019	99999	ANTHONY CASTANEDA	34.00
97577	09/05/2019	99999	BELVER D. BROADNAX	101.00
97578	09/05/2019	99999	BRIAN CISNEROS	101.00
97579	09/05/2019	99999	CARMEN PARTIDA	101.00
97580	09/05/2019	99999	CESAR D. BALTAZAR	101.00
97581	09/05/2019	99999	DANIEL OLIVAS	101.00
97582	09/05/2019	99999	DANNY J. FUENTES	101.00
97583	09/05/2019	99999	DAVID A. GRIFFIN	139.33
97584	09/05/2019	99999	DEVERION D. MACKEY	65.22
97585	09/05/2019	99999	ELLEN K. STRAW	45.00
97586	09/05/2019	99999	FRANCISCO RIVERA OR PATRICIA RIVERA	10.00
97587	09/05/2019	99999	GERARDO P. VALADEZ	140.00
97588	09/05/2019	99999	GREG NAVALTA	101.00
97589	09/05/2019	99999	GUEVEVERE M. ALAPAGSPILLER	101.00
97590	09/05/2019	99999	HERIBERTO DIAZ	101.00
97591	09/05/2019	99999	IVETTE E. SALINAS	45.00
97592	09/05/2019	99999	JACOB D. CARRILLO	45.00
97593	09/05/2019	99999	JACQUELINE GARCIA	101.00

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97594	09/05/2019	99999	JAMES M. LANG	101.00
97595	09/05/2019	99999	JEREMY GONZALES	35.00
97596	09/05/2019	99999	JOHN ALBERT PARKER III	101.00
97597	09/05/2019	99999	KEEGAN A. YARBER	34.00
97598	09/05/2019	99999	LUIS GERARDO SALAZAR DELGADO	45.00
97599	09/05/2019	99999	MARIA ALEGRIA	48.00
97600	09/05/2019	99999	MARIO GUIJOSA	101.00
97601	09/05/2019	99999	MATTHEW ROGERS	78.00
97602	09/05/2019	99999	MICHAEL A. CHAVEZ	101.00
97603	09/05/2019	99999	MICHAEL AND JANET BRADEN	989.69
97604	09/05/2019	99999	MOISES SANDOVAL	45.00
97605	09/05/2019	99999	MORENA G. MELGAR	101.00
97606	09/05/2019	99999	NICKOLE SANCHEZ	101.00
97607	09/05/2019	99999	PAIGE L. SEARS	78.60
97608	09/05/2019	99999	ROBBERT BENJAMINS	101.00
97609	09/05/2019	99999	ROSARIO MORELOS	38.00
97610	09/05/2019	99999	RYANNE E. WALSH	92.00
97611	09/05/2019	99999	SABRINA A. RODRIGUEZ	101.00
97612	09/05/2019	99999	SOLIFONO A. TUINEI	101.00
97613	09/05/2019	99999	VANESSA NICOLE GONZALES	45.00
97614	09/05/2019	2335	PYRO-COMM SYSTEMS INC	285.00
97615	09/05/2019	2345	QUILL	1,096.29
97616	09/05/2019	2415	REPUBLIC MASTER CHEFS	268.99
97617	09/05/2019	4350	RKA Consulting Group	23,827.75
97618	09/05/2019	2519	SALAMONE, KIMBERLY	430.50
97619	09/05/2019	2581	SCHOLASTIC LIBRARY PUBLISHING	234.80
97620	09/05/2019	2607	SERESINGHE, AJITH	1,713.60
97621	09/05/2019	2676	SMART AND FINAL IRIS CORP	769.79
97622	09/05/2019	3837	SONSRAY MACHINERY LLC	2,586.48
97623	09/05/2019	3589	SOUTHERN COMPUTER WAREHOUSE INC	12.00
97624	09/05/2019	2719	SPARKLETTS	12.89
97625	09/05/2019	4563	STEVEN WONG	144.48
97626	09/05/2019	4738	Support Solutions, Inc.	1,331.92
97627	09/05/2019	2846	THOMAS, TERRI	618.25
97628	09/05/2019	2926	TYLER TECHNOLOGIES INC.	44,047.75
97629	09/05/2019	2942	UNITED SITE SERVICES OF CA INC	68.95
97630	09/05/2019	3234	VELARDE-KUBANIK, MONICA	203.00
97631	09/05/2019	4065	VERIZON	903.73
97632	09/05/2019	4804	Vihulu L. Villagran	177.10
97633	09/05/2019	3023	VULCAN MATERIALS COMPANY	220.10
97634	09/05/2019	3187	WAGONER, PAMELA	215.60
97635	09/05/2019	3043	WARREN DISTRIBUTING INC	38.16
97636	09/05/2019	3134	XEROX CORPORATION	34.84
97637	09/05/2019	68	AFLAC ACCT# YQ792 WORLDWIDE HEADQUARTEF	3,388.42
97638	09/05/2019	69	AFSCME	700.00

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97639	09/05/2019	3846	CLEA	526.75
97640	09/05/2019	3846	CLEA	110.25
97641	09/05/2019	775	COVINA POLICE ASSOCIATION	2,800.00
97642	09/05/2019	878	DELTA DENTAL OF CALIFORNIA	7,748.27
97643	09/05/2019	4710	Fidelity Security Life Insurance Company	848.32
97644	09/05/2019	1106	FRANCHISE TAX BOARD	100.00
97645	09/05/2019	1106	FRANCHISE TAX BOARD	558.39
97646	09/05/2019	1247	GREAT WEST LIFE & ANNUITY	3,292.79
97647	09/05/2019	3795	PRE-PAID LEGAL SERVICES, INC	135.01
97648	09/05/2019	2235	PERS LONG TERM CARE PROGRAM	125.70
97649	09/05/2019	2946	UNITED WAY OF GREATER LA	17.50
97650	09/05/2019	4255	RELIASTAR LIFE INSURANCE COMPANY	4,301.99
97651	09/05/2019	3045	WASHINGTON NATIONAL INSURANCE COMPANY	33.38
97652	09/12/2019	23	ABORTA BUG INC	125.00
97653	09/12/2019	32	ACE-1 AUTO SERVICE	372.22
97654	09/12/2019	4765	Advanced Microcomputing Concepts, Inc.	2,498.00
97655	09/12/2019	58	ADVANTAGE	9,996.72
97656	09/12/2019	113	ALL CITY MANAGEMENT SVC	4,966.50
97657	09/12/2019	125	ALLIANCE BUS LINE INC	878.00
97658	09/12/2019	3789	SYNCB/AMAZON	3,463.74
97659	09/12/2019	160	AMERICAN WEST COAST SECURITY	75.00
97660	09/12/2019	173	ANDY'S WELDING	300.00
97661	09/12/2019	219	AT&T	777.89
97662	09/12/2019	219	AT&T	19.64
97663	09/12/2019	328	BENLO CO	43.75
97664	09/12/2019	4753	Big Ben Inc.	443,559.75
97665	09/12/2019	3929	BOOT BARN INC	4,777.93
97666	09/12/2019	4279	BOSS JANITORIAL SERVICES	16,423.56
97667	09/12/2019	4438	CALIFORNIA COMPUTER SCHOOLS, INC	105.00
97668	09/12/2019	536	CARQUEST AUTO PARTS	41.39
97669	09/12/2019	600	CERTIFIED UNDERCAR PARTS	63.07
97670	09/12/2019	649	CINTAS CORP #693	293.83
97671	09/12/2019	4714	CIR, Inc.	35,980.39
97672	09/12/2019	703	COMBINED GRAPHICS	3,901.60
97673	09/12/2019	746	CORRPRO WATERWORKS	1,950.00
97674	09/12/2019	766	COVINA DISPOSAL CO	94.74
97675	09/12/2019	771	COVINA IRRIGATING CO	288,469.72
97676	09/12/2019	782	COVINA VALLEY USD	480.50
97677	09/12/2019	796	CPRS DISTRICT 13	40.00
97678	09/12/2019	970	EDISON CO	40,716.91
97679	09/12/2019	4885	ELIE FARAH	18,060.00
97680	09/12/2019	1055	FEDEX	13.70
97681	09/12/2019	4713	Fisher Integrated, Inc.	1,200.00
97682	09/12/2019	4455	FRONTIER	1,174.95
97683	09/12/2019	4805	Fuel Equipment Services, Inc.	702.66

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97684	09/12/2019	3300	SOUTHERN COUNTIES FUELS	859.22
97685	09/12/2019	1204	GOLDEN STATE WATER COMPANY	112.31
97686	09/12/2019	1241	GRAND PRINTING	512.11
97687	09/12/2019	1275	HAAKER EQUIPMENT CO	4,093.92
97688	09/12/2019	1361	HOLLIDAY ROCK CO INC	663.58
97689	09/12/2019	1364	HOME DEPOT CREDIT SERVICES	2,435.84
97690	09/12/2019	4925	Humane Society of Pomona Valley, Inc.	30,223.17
97691	09/12/2019	3988	LANDSCAPE WAREHOUSE	20.56
97692	09/12/2019	1429	INLAND EMPIRE STAGES	1,857.39
97693	09/12/2019	4349	Intelli-Tech	2,730.00
97694	09/12/2019	1437	INTER-CON SECURITY SYSTEMS INC	10,531.39
97695	09/12/2019	1505	JOHNNY'S POOL SERVICE	310.25
97696	09/12/2019	1531	JW LOCK CO INC	300.71
97697	09/12/2019	1547	KELLY PAPER CO	16.09
97698	09/12/2019	1617	LOS ANGELES COUNTY CLERK	43.00
97699	09/12/2019	4863	La Verne Power Equipment	2,082.47
97700	09/12/2019	1691	LEVEL 3 COMMUNICATIONS LLC	1,246.86
97701	09/12/2019	1694	LEWIS ENGRAVING INC	253.58
97702	09/12/2019	1754	LOWE'S COMPANIES INC	147.03
97703	09/12/2019	1895	MERRIMAC ENERGY GROUP	26,607.00
97704	09/12/2019	4821	MGT of America, LLC	2,865.75
97705	09/12/2019	4930	Michael Baker International, Inc.	26,711.10
97706	09/12/2019	4687	Mighty Oak Technnology	18,500.00
97707	09/12/2019	2091	O REILLY AUTO PARTS	269.99
97708	09/12/2019	2104	OFFICE DEPOT	284.81
97709	09/12/2019	99999	BENJAMIN ROMERO	274.08
97710	09/12/2019	99999	FRANCISCO AND PAULA GARCIA	1,127.03
97711	09/12/2019	99999	HEIDI SEVERIN	30.82
97712	09/12/2019	99999	JENNIFER MCDOWELL	143.00
97713	09/12/2019	99999	KATHY BARAJAS	20.35
97714	09/12/2019	99999	MARC RUGGERE	25.41
97715	09/12/2019	99999	MASANOBU AND IRENE OKURA	1,127.03
97716	09/12/2019	99999	MICHAEL MELINTE	83.38
97717	09/12/2019	99999	ROBERT FISHER	112.12
97718	09/12/2019	99999	SSR 2012-1 US WEST LLC	53.45
97719	09/12/2019	99999	STEVE PIVOVAROFF	163.43
97720	09/12/2019	2134	ORKIN PEST CONTROL	120.97
97721	09/12/2019	2238	PEST OPTIONS INC	360.00
97722	09/12/2019	2275	POIRIER, ROBERT	30.00
97723	09/12/2019	2287	POWELL CAMERA SHOP	6,289.77
97724	09/12/2019	2289	POWER MAINTENANCE CORP	1,950.00
97725	09/12/2019	4571	POWER SECURITY GROUP INC	5,456.00
97726	09/12/2019	2329	PUENTE READY MIX INC	639.73
97727	09/12/2019	2415	REPUBLIC MASTER CHEFS	254.20
97728	09/12/2019	4350	RKA Consulting Group	570.00

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97729	09/12/2019	2466	RODRIGUEZ, DAVID	110.42
97730	09/12/2019	2510	S & S WORLDWIDE INC	113.97
97731	09/12/2019	2541	SAN GAB BASIN WATER QUAL AUTH	2,843.34
97732	09/12/2019	2620	SGV NEWSPAPER GROUP	1,202.00
97733	09/12/2019	2676	SMART AND FINAL IRIS CORP	33.74
97734	09/12/2019	4389	SOCIAL VOCATIONAL SERVICES, INC.	1,925.00
97735	09/12/2019	2705	SOUTH COAST AQMD	385.32
97736	09/12/2019	4726	Sport Pins International, Inc.	809.39
97737	09/12/2019	4788	Sports IT Inc,	481.53
97738	09/12/2019	4928	Springstead & Associates, Inc.	4,000.00
97739	09/12/2019	2752	STEPHEN DORECK EQUIPMENT RENTALS INC	154,806.30
97740	09/12/2019	2769	SULLY-MILLER CONTRACTING CO	819,074.72
97741	09/12/2019	2797	SYN-TECH SYSTEMS INC	218.62
97742	09/12/2019	2855	TIME WARNER CABLE	130.75
97743	09/12/2019	2855	CHARTER COMMUNICATIONS	816.75
97744	09/12/2019	3185	TOSHIBA FINANCIAL SERVICES	2,062.39
97745	09/12/2019	2900	TRIFORMIS CORPORATION	7,653.34
97746	09/12/2019	4813	JOHNSON CONTROLS FIRE PROTECTION LP	1,449.00
97747	09/12/2019	4437	TELEPACIFIC COMMUNICATIONS CO.	1,831.86
97748	09/12/2019	2929	ULINE	47.03
97749	09/12/2019	4764	UniFirst Corporation	677.63
97750	09/12/2019	2954	URBAN GRAFFITI ENTERPRISES INC	7,200.00
97751	09/12/2019	2966	V & V MANUFACTURING	1,872.45
97752	09/12/2019	3023	VULCAN MATERIALS COMPANY	1,643.95
97753	09/12/2019	3043	WARREN DISTRIBUTING INC	260.06
97754	09/12/2019	4921	West Coast Shopping Cart Service, Inc.	500.00
97755	09/12/2019	3082	WESTERN WATER WORKS SUPPLY	4,413.10
97756	09/12/2019	4544	WHITE NELSON DIEHL EVANS LLP	3,100.00
97757	09/12/2019	3102	WILLDAN FINANCIAL SERVICES	250.00
97758	09/12/2019	3134	XEROX CORPORATION	181.05
97759	09/12/2019	3137	Y TIRE SALES	1,036.58
97760	09/12/2019	3155	ZAVALA, ANTONIO	135.92
			<b>subtotal checks</b>	<b>\$ 2,259,256.25</b>
97493	08/29/2019	2335	PYRO-COMM SYSTEMS INC	(385.00)
			<b>voids (prior to current mo.)</b>	<b>\$ (385.00)</b>
			<b>payroll (9/5/19)</b>	<b>\$ 884,389.91</b>
			<b>workers' compensation</b>	<b>\$ 10,725.67</b>
<b>TOTAL checks/EFTs</b>				<b>\$3,359,503.54</b>



## Regular Meeting

# AGENDA ITEM REPORT

- Meeting:** Regular Meeting - Oct 01 2019
- Title:** Highway Safety Improvement Program Grant Award - Installation of In-Pavement Flashing Crosswalks
- Presented By:** Chris Marcarello, Director of Public Works
- Recommendation:** That the City Council approve the Transportation and Parking Advisory Commission's recommendation of priority crosswalk locations to include as part of this project.

### EXECUTIVE SUMMARY / BACKGROUND:

In 2018, the City was awarded a Cycle 9 Highway Safety Improvement Program (HSIP) grant from the Federal Highway Administration for the installation of in-pavement flashing crosswalks. The amount of the HSIP Grant is \$250,000. The HSIP Grant requires a 20% local matching contribution of \$62,500 for construction. The proposed improvements consist of the installation of pedestrian activated flashing lights mounted in a concrete crosswalk, flashing beacons in advance of the crossing, and additional striping and signage. Prior to proceeding with the design of project plans and specifications, staff requested that the Transportation and Parking Commission review the proposed installation locations. As proposed, the City Council is requested to consider these locations and provide additional feedback, if necessary.

### DISCUSSION:

There are approximately sixty (60) crosswalks at uncontrolled intersections within the City of Covina (Attachment A). With an estimated cost of \$40,000 per crosswalk, it is estimated that the City will be able to install in-pavement lighting at approximately six (6) of these locations. In order to develop a priority list, several factors were considered, including:

1. Location of the crossing (arterial, collector, or local street).
2. Proximity to Schools and/or Churches.
3. Average Daily Traffic (ADT) for the segment of roadway.
4. Number of collisions in the segment of roadway.
5. The presence of a crossing guard during school hours.

Based on these factors, the top locations identified for inclusion in this project include the following locations:

1. Citrus Avenue, north of College Street
2. Citrus Avenue, south of College Street
3. Workman Avenue at Albertson Avenue
4. Barranca Avenue at Hurst Avenue
5. Puente Street at Armel Drive
6. Lark Ellen Avenue at Bridger Street

More information regarding each location (average daily traffic volume, number of collisions over past year, adjacent school/church, crossing guard) is included in Attachment B.

If the City Council concurs with these locations, staff will proceed with the development of construction plans and specifications. Alternatively, the Council may choose to add/replace a proposed location if desired.

Following the Council's feedback, it is expected that the design process will take 90 days and the project will proceed to construction in late winter/early spring 2020.

**FISCAL IMPACT:**

Funding is included in the City's approved FY 2020 Capital Improvement Budget in the amount of \$312,500. Of this amount, \$250,000 is provided through the HSIP grant program (account no.4200-2200-55310-P2004) and the balance, \$62,500, is funded through Proposition C funds (account no. 2405-2200-55310-P2004).

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

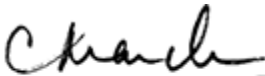
No impact.

**ATTACHMENTS:**

[Attachment A - Uncontrolled Crosswalk Locations-Layout1](#)

[Attachment B - Priority List](#)

Respectfully submitted,

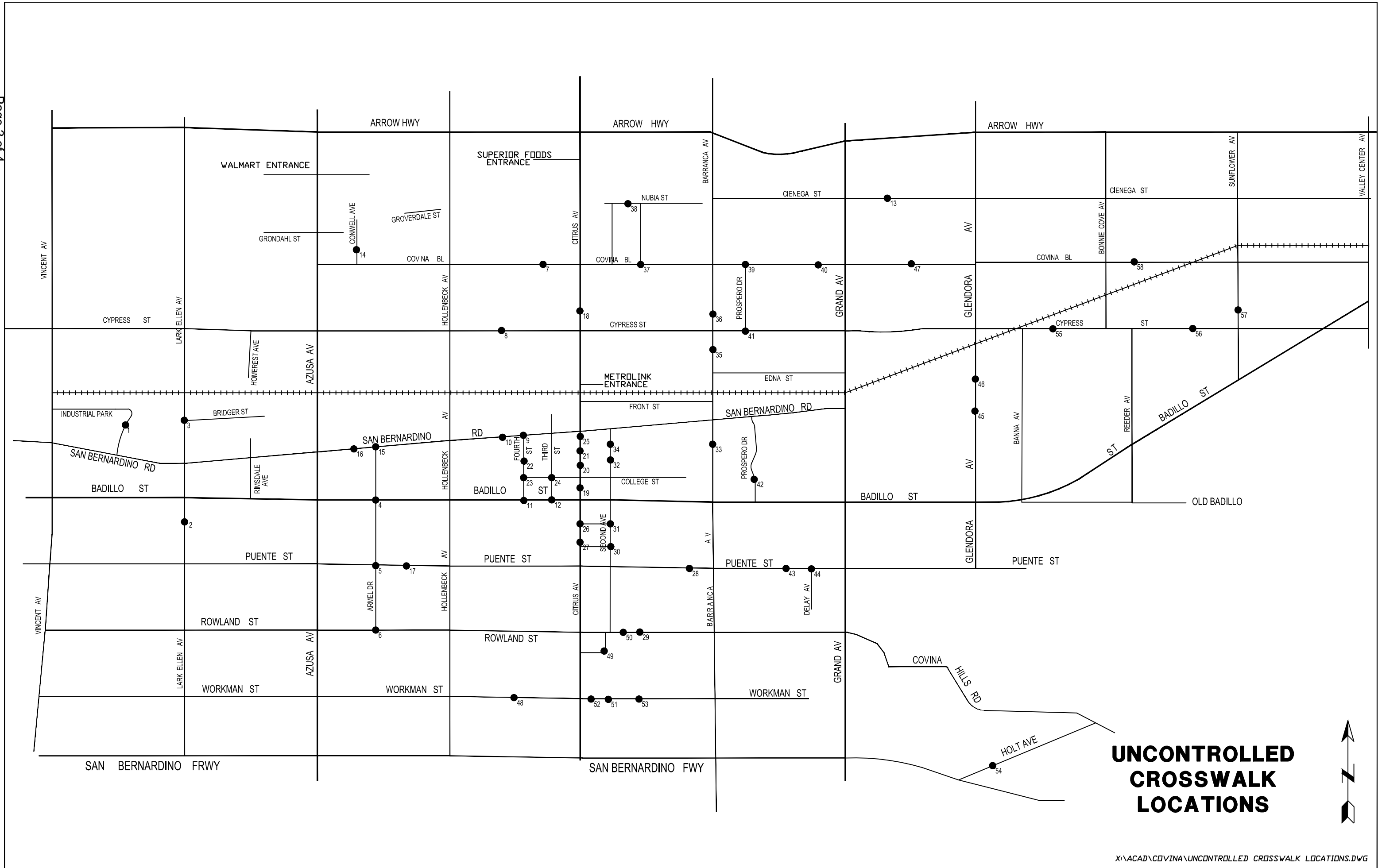


Chris Marcarello  
Director of Public Works



Rafael M. Fajardo  
City Engineer





**UNCONTROLLED  
CROSSWALK  
LOCATIONS**

## PRIORITY LIST IN-PAVEMENT FLASHING CROSSWALKS

August 6, 2019

Location No.	Location	Nearest Cross Street	ADT's	No. of Collisions	School Xing/Church Xing	Xing Guard	Priority
19	Citrus Avenue	South of College Street	12471	1		N	2
21	Citrus Avenue	North of College Street	12471	4		N	1
48	Workman Avenue	Albertson Avenue	10639	0	Church/ School	N	3
39	Covina Boulevard	Prospero Drive	10120	0	School	Y	12
8	Cypress Street	4 <sup>th</sup> Avenue	13466	0	School	Y	11
6	Rowland Avenue	Armel Drive	13997	1	School	N	7
17	Puente Street	Heathdale Avenue	9132	0	School	N	14
5	Puente Street	Armel Drive	9132	3	School	Y	5
3	Lark Ellen Avenue	Bridger Street	16475	2	School	Y	6
7	Covina Boulevard	Calvados Avenue	10061	1	School	N	8
37	Covina Boulevard	Fairvale Avenue	10120	0	School	N	13
41	Cypress Street	Prospero Drive	9136	0		Y	15
46	Glendora Avenue	Colver Place	9536	1	Park	N	9
56	Cypress Street	Lyman Avenue	8452	0		N	16
57	Sunflower Avenue	Benwood Street	9503	1	School	N	10
58	Covina Boulevard	Reeder Avenue	6972	0	School	N	17
35	Barranca Avenue	Hurst Avenue	20,930	1		N	4



## Regular Meeting

# AGENDA ITEM REPORT

- Meeting:** Regular Meeting - Oct 01 2019
- Title:** Elevator Maintenance and Repair Services – Professional Services Agreement with Next Level Elevator
- Presented By:** Chris Marcarello, Director of Public Works
- Recommendation:** (1) Authorize the City Manager to execute a Professional Services Agreement with Next Level Elevator for Elevator Maintenance and Repair Services covering four City-operated elevators in an amount not-to-exceed \$100,800 through June 30, 2024.
- (2) Establish a 10% contingency allowance of \$10,080 with Next Level Elevator to cover the cost of unforeseen expenses or additional services if needed.
- (3) Adopt **Resolution CC 19-91** to appropriate \$3,000 from the General Fund fund balance to Library Services, Building Maintenance Budget (account no. 1010-3900-52400) for the Public Library elevator maintenance expenses.

### EXECUTIVE SUMMARY:

On June 6, 2019, a Request for Proposals (RFP) soliciting vendors to provide comprehensive elevator maintenance and repair services at four (4) City facilities was released by the Department of Public Works. A total of fifteen (15) prospective vendors were notified and/or inquired about the RFP in preparation for the proposal submittal deadline of July 11, 2019. In response to the RFP, the Department of Public Works received three (3) proposals from respective firms. All proposals were evaluated by Public Works staff and a respected vertical transportation consultant with consensus being reached to select Next Level Elevator (NLE) as the most qualified and responsive vendor to provide elevator maintenance and repair services for a five-year term, commencing November 1, 2019, in an amount not-to-exceed \$21,600 annually.

### BACKGROUND:

The Department of Public Works is responsible for operating, maintaining, and repairing four (4) elevators located in City facilities including City Hall, the Covina Public Library, the Metrolink Parking Structure, and the Civic Center Parking Structure. The City has historically utilized the services of two elevator maintenance and repair service companies, KONE and Thyssenkrupp Elevator, for City-owned elevators. The current term for existing elevator maintenance and repair service agreements concludes on October 31, 2019. City staff initiated a Request for Proposals (RFP) process in June 2019 with the intent of selecting one contractor to service and repair all City elevators beginning November 1, 2019 under the terms of a new Professional Services Agreement.

On July 11, 2019, the City received three (3) proposals from respective firms in response to the aforementioned RFP. All proposals were assessed by Public Works staff and a respected vertical transportation consultant, Van Deusen & Associates, Inc., with a unanimous decision being reached, pursuant to work and cost proposals submitted, to select NLE as the most qualified and responsive vendor to provide elevator maintenance and repair services.

Following is a summary of prospective vendors that submitted proposals for consideration in response to the City's RFP:

Prospective Vendor	Proposed Monthly Contract Amount	Proposed Annual Contract Amount
SmartRise Elevator	\$930	\$11,160
Thyssenkrupp Elevator	\$1,240	\$14,880
Next Level Elevator	\$1,800	\$21,600

Although SmartRise Elevator submitted the lowest proposed Agreement amount in response to the RFP, the proposal submitted was deemed to be implausible as the price point did not correlate well with the comprehensive list of routine maintenance tasks and unscheduled services the City outlined in the RFP’s scope of work. Additionally, Thyssenkrupp Elevator’s cost proposal was competitively priced, however, they mandated the City to sign a proprietary service agreement which heavily favored Thyssenkrupp Elevator with regards to indemnity and potential disputes related to maintenance and repair services. This point is critical in the successful operation and maintenance of City-owned elevators. In fact, this past year, these disputes resulted in a long-standing delay in the repair of the City Hall Parking Structure elevator because Thyssenkrupp Elevator would not agree to standard insurance and performance provisions contained in the City's professional services agreement. On balance, NLE submitted the most responsive and responsible work and cost proposals that complemented the extensive catalog of routine maintenance, unscheduled service, and emergency response conveyed within the RFP.

**DISCUSSION:**

The scope of work proposal submitted by NLE is responsive to the City’s RFP requirements and the associated cost proposal is priced accordingly. Following is a summary of the annual work plan to be performed by NLE if awarded the proposed Agreement:

- Preventive monthly maintenance services, routine repairs, emergency services, and on-call services for City of Covina elevators.
- Furnish all supplies, materials, labor, labor supervision, tools, equipment, and lubricants necessary to provide complete preventive maintenance, adjustment, replacement, and routine repair service for the vertical transportation systems described below:

Equipment Description: Four (4) Hydraulic Passenger Elevators

- Dover Hydraulic - City Hall
- KONE Hydraulic - Civic Center / Downtown
- ThyssenKrupp Hydraulic – Metrolink
- Precise Hydraulic - Public Library
- Provide regularly scheduled preventive maintenance services and requisite repairs and replacement of parts (i.e. certain unscheduled maintenance) that become necessary during the term of the agreement for a fixed price. Contractor is also responsible for addressing (1) all state-issued preliminary orders resulting from annual inspections and (2) monthly recordkeeping activities for compliance with state safety codes.

Based on the satisfactory performance and positive references NLE has secured from other local government agencies, educational institutions, and commercial businesses, the Department of Public Works recommends the City Council authorize the City Manager to execute the Professional Services Agreement (PSA) (Attachment A) for elevator maintenance and repair services with NLE. The PSA would be effective for the period starting November 1, 2019 through June 30, 2024, unless sooner terminated in an amount not-to-exceed \$21,600 annually.

**FISCAL IMPACT:**

The fiscal impact associated with the Professional Services Agreement with Next Level Elevator for elevator maintenance and repair services at pertinent City facilities (Metrolink Parking Structure, Civic Center Parking

Structure, City Hall, and the Public Library) is an amount not-to-exceed \$14,400 between November 1, 2019 and June 30, 2020. Sufficient funding in FY20 is available as follows:

- Proposition A, Metrolink Maintenance Budget (account no. 2400-TO01-52422) to fund one elevator at a cost of \$3,600.
- Municipal Parking District, Parking Maintenance Budget (account no. 2700-2800-52422) to fund one elevator at a cost of \$3,600.
- Civic Center, Building Maintenance Budget (account no. 1010-0930-52400) to fund one elevator at a cost of \$3,600.
- Library Services, Building Maintenance Budget (account no. 1010-3900-52400) to fund one elevator at a cost of \$3,600 subsequent to an appropriation of \$3,000 from the General Fund fund balance if ResolutionCC 19-91 (Attachment B) is approved by City Council.

The fiscal impact associated with elevator maintenance & repair services for the remaining four (4) years of the agreement is \$21,600 per annum. Sufficient funding will be included in future proposed Department of Public Works and Civic Center Facilities operating budgets as outlined below:

Fund	Description	Account No.	Amount
Proposition A	Metrolink Station Maintenance	2400-TO01-52422	\$ 5,400.00
Municipal Parking	Civic Center Parking Maintenance	2700-2800-52422	5,400.00
General	Maintenance—Buildings   City Hall	1010-0930-52400	5,400.00
General	Maintenance—Buildings   Library	1010-3900-52400	5,400.00
Total Available Funding			\$21,600.00

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

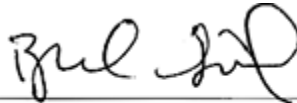
The project has been reviewed for compliance with the California Environmental Quality Act (CEQA) and is exempt per Section 15061 (b) (3). The project is covered by the General Rule that CEQA applies to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

**ATTACHMENTS:**

- [Attachment A - PSA with Next Level Elevator](#)
- [Attachment B - Resolution CC 19-91](#)

Respectfully submitted,

  
 Chris Marcarello  
 Director of Public Works

  
 Raphael Guillen  
 Transportation Management Analyst

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated November 1, 2019 (“Effective Date”) and is between the City of Covina, a California municipal corporation (“City”) and Next Level Elevator, a California corporation, (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

### RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to provide elevator maintenance and repair services throughout the City of Covina.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The parties therefore agree as follows:

**1. Term of Agreement.** The term of this Agreement shall be from the Effective Date through June 30, 2020 for the first year (eight (8) months) and July 1<sup>st</sup> to June 30<sup>th</sup> for each subsequent year through June 30, 2024, unless sooner terminated as provided in Section 13 of this Agreement.

**2. Compensation.**

A. Compensation. As full compensation for Consultant’s services provided under this Agreement, City shall pay Consultant a sum not-to-exceed Twenty-One Thousand Six Hundred Dollars (\$21,600) (the “maximum compensation”) per annum, based on the hourly rates set forth in the Approved Fee Schedule, attached hereto as **Exhibit A**. Any terms in Exhibit A, other than the payment rates and schedule of payment, are null and void. The maximum five-year term shall not exceed \$100,800 in payments made to Consultant without prior approval of the City Council and a written amendment of this Agreement.

B. Expenses. The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Additional Services. City shall not allow any claims for additional services performed by Consultant, unless the City Council and the Consultant Representative authorize the additional services in writing prior to Consultant’s performance of the additional services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council shall be compensated at the rates set forth in **Exhibit A**, or, if not specified, at a rate mutually agreed to by the parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

### 3. **Consultant's Services.**

A. Scope of Services. Consultant shall perform the services described in the Scope of Services, attached as **Exhibit B**. City may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be Trent Amelotte, Account Manager (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

C. Time for Performance. Consultant shall commence the services on the Effective Date and shall perform all services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Consultant shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All of the services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

F. Compliance with Laws. The Consultant shall keep itself informed of all local, state and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City and its agents shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section. This Agreement may call for services that, in whole or in part, constitute "public works," as defined in the California Labor Code. Therefore, as to those services that may be "public works", including elevator maintenance and repair, Consultant shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in **Exhibit C**.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

### 4. **Method of Payment.**

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis or less frequently, for actual services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. If City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

B. Payment. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 2 of this Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Finance Director.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this agreement available during Consultant's regular working hours to City for review and audit by City.

**5. Ownership of Documents.** Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed ("written products") pursuant to this Agreement shall become the sole property of the City without restriction or limitation upon its use and may be used, reused, disseminated or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

**6. Independent Contractor.**

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the performance of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

**7. Confidentiality.** All data, documents, discussion, or other information (collectively "data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential. Consultant shall keep all data confidential and shall not disclose any data to any person or entity without City's prior written consent. City shall grant such consent if disclosure is legally required. Consultant shall return all data to City upon the expiration or termination of this Agreement. Consultant's covenant under this Section 7 shall survive the expiration or termination of this Agreement.



**8. Conflicts of Interest.** Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including the Political Reform Act (Gov. Code, § 81000 *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section 8 into any subcontract that Consultant executes in connection with the performance of this Agreement.

**9. Indemnification.**

A. Indemnities for Third Party Claims.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liability with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and 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. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Subparagraph A. 2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 9 from each and every subcontractor or any other person or entity involved by,

for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section 9, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section 9 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section 9 shall survive the expiration or termination of this Agreement.

## **10. Insurance.**

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars (\$2,000,000) per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 10.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Consultant has no employees while performing services under this

Agreement, workers' compensation policy is not required, but Consultant shall provide an executed declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Section 10 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section 10.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming the City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 10 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section 10 shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section 10 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) calendar days' prior written notice to City. If any insurance policy required under this Section 10 is canceled or reduced in coverage or limits, Consultant shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section 10 in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section 10, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 10. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's

Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 9 of this Agreement.

K. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 10.

### **11. Mutual Cooperation.**

A. City's Cooperation. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against the City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

**12. Records and Inspections.** Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 3 years. Consultant shall, without charge, provide City with access to the records during normal business hours. City may examine and audit the records and make transcripts therefrom, and inspect all program data, documents, proceedings and activities.

### **13. Termination or Suspension of Agreement.**

A. Right to Terminate or Suspend for Cause. If Consultant violates any of the provisions of this Agreement or fails to properly provide the services required by this Agreement to the satisfaction of the City, the City shall provide to the Consultant a written Notice to Cure the specific deficiencies and shall allow a reasonable cure period of sixty (60) calendar days (unless another cure period is otherwise agreed to in writing by both parties) to cure and correct these deficiencies to the City's satisfaction. In the event Consultant fails to correct the deficiencies in the allotted cure period, the City shall have the right to terminate this Agreement with thirty (30) calendar days' written notice to the Contractor. The effective date of the termination of the Agreement pursuant to this subsection A shall be the 31st day after the date of the written notice of termination.

B. Right to Terminate or Suspend due to Modernization. If the City chooses to modernize an elevator control system, this Agreement may be canceled with thirty (30) calendar days' written notice.

C. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of

termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

**14. Force Majeure.** Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

**15. Notices.** Any notices, consents, requests, demands, bills, invoices, reports or other communications which either party may desire to give to the other party under this Agreement must be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by reputable document delivery service or courier service during Consultant's and City's regular business hours, or (c) five business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to City:  
Attn: Transportation Division  
City of Covina  
125 E. College Street  
Covina, California 91723

If to Consultant:  
Attn: Trent Amelotte, Account Manager  
Next Level Elevator  
2199 N. Batavia St., Unit S  
Orange, CA 92865

**16. Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

**17. Prohibition of Assignment and Delegation.** Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

**18. No Third Party Beneficiaries Intended.** Except as otherwise provided in Section 9, this Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

**19. Waiver.** No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

**20. Exhibits.** Exhibits A, B, and C constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

**21. Entire Agreement.** This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement.

**22. Amendment of Agreement.** This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

**23. Headings.** The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

**24. Word Usage.** Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

**25. Time of the Essence.** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

**26. Governing Law and Choice of Forum.** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Covina.

**27. Attorneys' Fees.** In any litigation or other proceeding by which on party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys' fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

**28. Severability.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

**29. Authority to Execute Agreement.** The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

*[SIGNATURE PAGE FOLLOWS]*

The parties, through their duly authorized representatives, are signing this Agreement on the date stated in the introductory clause.

City:

City of Covina,

a California municipal corporation

By: \_\_\_\_\_

Name: BRIAN SAEKI

Title: CITY MANAGER

ATTEST:

By: \_\_\_\_\_

Name: Georgianna Nicole Alvarez

Title: Chief Deputy City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_

Name: Candice K. Lee

Title: City Attorney

Consultant:

Next Level Elevator,

~~a limited liability company~~  
Corporation

By: \_\_\_\_\_

Name: JEVON WADLEY

Title: PRESIDENT

By: \_\_\_\_\_

Name: LANCE GREEN

Title: TREASURER

*(Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)*



**EXHIBIT A  
APPROVED FEE SCHEDULE**

**TABLE 1. GRAND TOTAL FOR ALL CITY ELEVATORS**

Item No.	Item Location	Item description	Quantity	Unit Price (Monthly Price Per Elevator)	Item Price (Yearly Price Per Elevator)
1	Covina City Hall 125 East College St.	Hydraulic Passenger Elevator	1	\$ 450.00	\$ 5,400.00
2	Civic Center Parking Structure 124 East College St.	Hydraulic Passenger Elevator	1	\$ 450.00	\$ 5,400.00
3	Metrolink Parking Structure 559 North Citrus Ave.	Hydraulic Passenger Elevator	1	\$ 450.00	\$ 5,400.00
4	Covina Public Library 234 North 2 <sup>nd</sup> Ave.	Hydraulic Passenger Elevator	1	\$ 450.00	\$ 5,400.00
<b>Grand Total (Items 1 through 4):</b>				<b>\$ 1,800.00</b>	<b>\$21,600.00</b>
<i>Note: A 10% annual contingency allowance should be considered for use in the event of emergency repairs</i>					

**TABLE 2. SCHEDULE OF INITIAL BASE HOURLY RATES FOR CONTRACTOR'S PERSONNEL**

Job Title	Contractor's Hourly Base Cost including Fringe Benefits	Overhead and Profit Percentage	Straight Time Rate Hourly Selling Price	Premium Time Rate	*Time and one-half Rate Hourly Selling Price OVERTIME 1.7	**Double Time Rate Hourly Selling Price
Manager			\$398.00		\$677.00	\$756.00
Supervisor			\$398.00		\$677.00	\$756.00
Maintenance Mechanic			\$398.00		\$677.00	\$756.00
Repair Mechanic			\$398.00		\$677.00	\$756.00
Modernization Mechanic			\$398.00		\$692.00	\$692.00
Helper			\$342.00		\$677.00	677.00
Engineer			\$398.00		\$677.00	\$756.00
Technician/Troubleshooter			\$398.00		\$677.00	\$756.00
Foreman			\$398.00		\$677.00	\$756.00
Other						

\*Hours and Days of the Week that the Rate applies: 5pm-6am Monday-Friday, Saturdays

\*\*Hours and Days of the Week that the Rate applies: Sundays and holidays, any crew OT is double time

**EXHIBIT B**  
**SCOPE OF SERVICES**



## **Work Plan**

**Next Level Elevator** utilizes Lifkeeper, a powerful web-based tool to keep our entire company work flow and the elevators we are entrusted to care for organized.

### **Service Scheduling and Management**

Lifkeeper begins by automating automates the scheduling aspects of our service contracts. When each contract is set up in the system, we specify the frequency of the scheduled service, designate the tasks to be performed, and the recurring day and time. Each visit, when the mechanic arrives at the site, Lifkeeper notifies him of the tasks to be performed on that visit for each elevator. This information is stored on Lifkeeper, along with every record for the elevator – every trouble call, every purchase order, every service. Reminders pop up prior to scheduled service; if the mechanic has a conflict, his superintendent is notified, and can reallocate manpower to ensure that the work scheduled to be done gets done.

### **Dispatching**

Each of our technicians is equipped with a wireless tablet and phone. Their service route and tasks are provided for them. All other calls are dispatched through Lifkeeper; when a call is placed, the mechanic is sent a text and email alert, as well as an alert in Lifkeeper. Until he accepts the call, or contacts the superintendent, he receives reminders. All entrapments are placed through Lifkeeper, but the dispatcher who inputs the call will also call the mechanic and superintendent directly, to ensure the timeliness of the response.

### **Map View**

Lifkeeper provides the dispatcher and technician with turn-by-turn directions from any point. These steps can be text messaged to the wireless phone or tablet with the detailed call information. Additionally, the map view provides the dispatcher and the mechanic with a visual of the calls scheduled for the day and the positions of the technicians so they can dispatch the calls in a logical manner.

### **Customer Interface**

At Next Level Elevator, we believe that our service is excellent – and we want our customers to see it with ease. All time tickets for the equipment are emailed to our point of contact: every time we work on your equipment, you get a notification of what we did, who did it, when they did it, and which specific elevator we did it on. No more paper tickets hanging in the machine room. In addition, all information for the account is available to the customer through their own Lifkeeper portal, so any records, dating back to the inception of the contract, are only a few clicks away.

### **Scope of Services**

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www.nlelevator.com

Next Level Elevator agrees to provide preventative maintenance (both scheduled and non-scheduled) routine repairs and emergency services and on-call services for the four City of Covina elevators listed in the Request for Proposals for Elevator Maintenance & Repair Services. Next Level Elevator will provide labor (including supervision of labor), materials, necessary supplies (including lubricants), tools and equipment needed to provide complete preventative maintenance, adjustment, replacement and routine repair service for the City of Covina's four vertical transportation units.

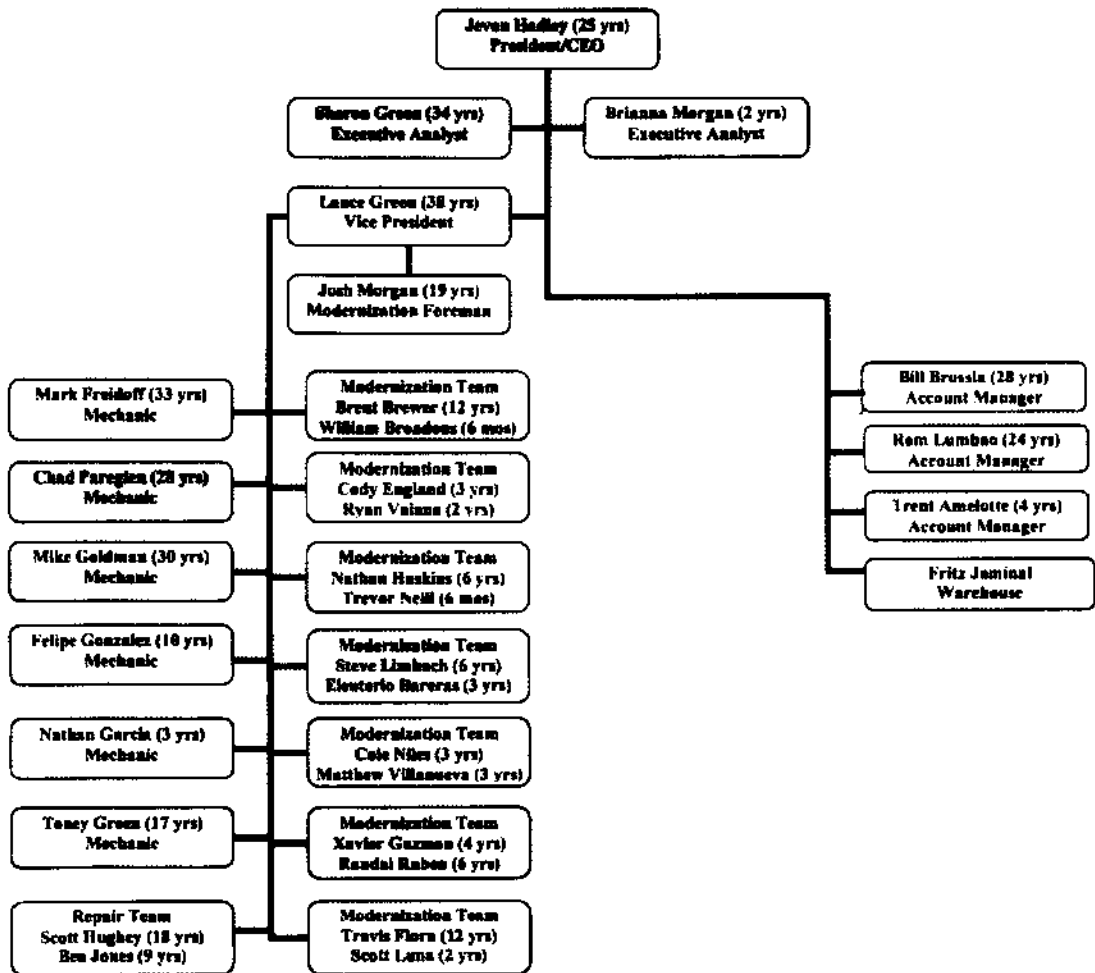
Our initial service will include a thorough examination of all equipment. This initial service will be scheduled with the City of Covina. If repairs are necessary upon the initial service, proposals will be sent accordingly within the first 30 days of the contract. Subsequent visits will be scheduled for a specific week. Due to the emergency nature of the elevator business, it is difficult to schedule out a day and time and hold to that specified date and time when there is an emergency call to which the technician is responding.

The assigned technician will complete our Next Level Elevator check chart upon each completing item listed every month. In the event that an adjustment or minor repair is necessary our technician upon recognizing the need, will use all necessary precautions for others and himself in completing the adjustment or repair. Major repair requiring a repair crew will be communicated immediately to our repair superintendent. Any necessary materials will be ordered and sent out with the repair crew upon arrival to our headquarters.

A modernization plan is strongly encouraged for the City Hall and Library elevators. This plan should include both budgeting and scheduling of the modernization in as soon as twelve weeks and as far off as two years as the consultant recommended. The availability of elevator parts is the key concern. When parts are deemed obsolete by the manufacturer and no longer supported any replacement parts are old and less reliable (and are not warrantied).

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# NEXTLEVEL



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### **Program Schedule and Deadlines**

Monthly maintenance is not merely dictated by the Next Level Elevator check chart. Our technician's keen awareness of what is happening versus what should be happening is a valuable resource to the City of Covina. Items will be noted by the technician and routine follow up will occur regarding each of these items on subsequent visits.

Deadlines occur at several times during the duration of the contract. First is to ensure consistent monthly maintenance. Liftkeeper, the web-based system Next Level Elevator utilizes, will alert the technician to service at the appropriately scheduled dates to ensure maintenance is completed according to the contract.

Secondly, deadlines occur when there are state reports (aka Preliminary Orders) to test or correct elevator conditions. When the city receives these Preliminary Orders they are to immediately send them to [tr@nlelevator.com](mailto:tr@nlelevator.com) in order to process, order and schedule in a timely manner. Next Level Elevator does not accept responsibility for fines assessed by the state due to failure to comply in a timely fashion.

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[www.nlelevator.com](http://www.nlelevator.com)



## **Next Level Elevator Qualifications**

Our elevator service team represents the best talent in Southern California. In keeping with our philosophy of hiring top flight personnel, we are pleased to detail how Next Level Elevator is the best option for the City of Covina.

Lance Green, our Vice President of Operations, is dedicated to the philosophy that organization and experience are the strengths of our company. All of Lance's mechanics are hand-picked; we are fortunate to have mechanics who want to come and work for our company. Each technician has been selected based on experience and versatility, and our mechanics undergo rigorous training each year on new equipment and technology as they are made available. The average service mechanic at Next Level Elevator has over 17 years in the field, and they are experienced on the variety of equipment that the City of Covina features in its buildings.

To support our technicians, and to provide our customers with measurable records of our service, Next Level Elevator has invested in technology. Our service management software, Liftkeeper, is a web-based service management system specific to the elevator industry, designed by elevator industry personnel and tailored to meet the needs of both elevator companies and their clients.

### **Similar Projects to the City of Covina**

1. **Pasadena City College-Full Maintenance Service at various locations**
2. **Arcadia Unified School District-Full Maintenance Service at various locations**
3. **Duarte Unified School District- Full Maintenance Service at various locations**
4. **Monrovia Unified School District- Full Maintenance Service at various locations**
5. **Inglewood Unified School District- Full Maintenance Service at various locations**
6. **The City of Thousand Oaks- Full Maintenance Service at various locations**
7. **Thomas Safran and Associates- Full Maintenance Service at various locations**
8. **Rexford Industrial- Full Maintenance Service at various locations**
9. **Advanced Property Services- Full Maintenance Service at various locations**
10. **SK Management- Full Maintenance Service at various locations**
11. **Los Angeles County Development Authority Full Maintenance Service at various locations**
12. **Welltower- Full Maintenance Service at various locations**
13. **Intertex- Full Maintenance and Inspection Only Service at various locations**
14. **Klmp-ton Hotels- Full Maintenance Service at various locations**
15. **Huntington Executive Park- Full Maintenance Service at various locations**
16. **Irvine Unified School District- Inspection Only Service at various locations**
17. **Military Department, State of CA- Full Maintenance Service at various locations**
18. **Cai Poly Pomona Campus South- Full Maintenance Service at various locations**
19. **Fullerton School District- Full Maintenance Service at various locations**
20. **Chaffey Joint Union High School District- Full Maintenance Service at various locations**
21. **SWA Architects- Full Maintenance Service at various locations**
22. **Silver Oaks Business Park- Full Maintenance & Inspection Only Service at various locations**

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[www.nlelevator.com](http://www.nlelevator.com)





### Service References

- 1 **Thomas Safran and Associates-Greg Romero, Regional Property Supervisor, 11811 San Vicente Blvd, Los Angeles, CA 90049 310-820-4888**
- 2 **Arcadia Unified School District-Melinda Williams, 35 W. St. Joseph Ave., Arcadia, CA 91007 626-506-8585**
- 3 **Hollywood Community Housing Corp.-Malen Rodriguez, Director of Asset Management, 5020 Santa Monica Blvd, Los Angeles, CA 90029, 323-454-6212**
- 4 **Berkeley West/Windward Village-Norman Galper, 1623 Arizona Ave, Santa Monica CA 90404, 310-829-5377**
- 5 **Whole Foods Markets- Paula Chavez, 207 Goode Ave. 7<sup>th</sup> Floor, Glendale, CA 91203 818-501-8484 x1105**
- 6 **Universal Shopping Plaza- Felix Chen, 140 Valley Blvd., San Gabriel, CA, (909) 869-6299**
- 7 **University of Southern California- Kevin Ganser, 213 740-3414**
- 8 **Irvine Unified School District-Joey Muro, 949-936-5320**
- 9 **Advanced Property Services-Rosie Ruiz 714-288-7600 x340**
- 10 **Thomas Safran and Associates-Michelle Murphy, 424-372—9816**
- 11 **Rexford Industrial-Barbara Pastor 310-405-7652**
- 12 **Cypress West Partners-Casey Immel, 949-629-3799**
- 13 **SK Management-Bruce Stienbaum-323-930-2300**
- 14 **Inglewood Unified School District-Kimberly Munoz-310-680-4898**
- 15 **Pomona Unified School District-Leonard Hernandez, 909-397-4800 x23906**
- 16 **Rexford Industrial-Kelly Nguyen, 714-696-7775 x151**
- 17 **Duke's Restaurant-Brett Barnes, 714-374-6446**
- 18 **Young's Market-Toni West, 909-393-4540 x1803**

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www.nlelevator.com

**References continued**

- 19 Silver Oaks Business Park-Essex-Christine Shaffer, 951-274-7800**
- 20 Pasadena City College-David Van Pelt, 1570 E Colorado Blvd,Pasadena, CA 91106, 626-585-7688**
- 21 Duarte Unified School District-Brad Patterson, 1620 E Huntington Dr, Duarte, CA 91010, 626-599-5041**

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**EXHIBIT C**  
**CALIFORNIA LABOR CODE COMPLIANCE**  
**(Labor Code §§ 1720 et seq., 1813, 1860, 1861, 3700)**

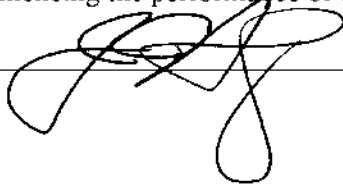
If this Agreement calls for services that, in whole or in part, constitute "public works" as defined in the California Labor Code, then:

1. This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("City") and Consultant agrees to be bound by all the provisions thereof as though set forth in full herein.
2. Consultant shall be registered with the Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement.
3. Consultant shall comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>), are on file with City, and are available to any interested party upon request. Consultant shall, as a penalty to City, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under this Agreement by Consultant or by any subcontractor.
4. Pursuant to California Labor Code Section 1771.4, Consultant's services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall post job site notices as prescribed by DIR regulations and agrees to furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).
5. Consultant shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Consultant and each subcontractor to: (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform City of the location of the records. Consultant is responsible for compliance with Section 1776 by itself and all of its subcontractors.
6. Consultant shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.
7. Consultant shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in

any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

8. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

Date 7/17/19 Signature 

**RESOLUTION CC 19-91**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA TO AUTHORIZE THE APPROPRIATION FROM THE GENERAL FUND FUND BALANCE TO THE FISCAL YEAR 2020 LIBRARY SERVICES, BUILDING MAINTENANCE BUDGET IN THE AMOUNT OF \$3,000 FOR ELEVATOR MAINTENANCE AND REPAIR SERVICES**

**WHEREAS**, the City of Covina (“City”) is a municipal corporation duly organized and existing pursuant to the Constitution and laws of the State of California; and

**WHEREAS**, the Fiscal Year 2020 Operating Budget was approved on June 18, 2019; and

**WHEREAS**, the approved Fiscal Year 2020 Operating Budget is in accordance with all applicable ordinances of the City and all applicable statutes of the State; and

**WHEREAS**, the City wishes to appropriate General Fund monies to the Library Services, Building Maintenance Budget for elevator maintenance and repair services at the Covina Public Library for Fiscal Year 2020.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** Amend the Fiscal Year 2020 Operating Budget to fund elevator maintenance and repair services for the Covina Public Library.

**SECTION 2.** Appropriate \$3,000 from the General Fund fund balance to Library Services, Building Maintenance Budget (account no. 1010-3900-52400).

**SECTION 3.** The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

**APPROVED and PASSED** this 1<sup>st</sup> day of October, 2019.

City of Covina, California

BY: \_\_\_\_\_  
JOHN C. KING, Mayor

ATTEST:

---

GEORGIANNA NICOLE ALVAREZ, Chief Deputy City Clerk

APPROVED AS TO FORM:

---

CANDICE K. LEE, City Attorney

**CERTIFICATION**

I, Georgianna Nicole Alvarez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 19-91 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 1<sup>st</sup> day of October, 2019, by the following vote:

AYES:           COUNCIL MEMBERS:  
NOES:           COUNCIL MEMBERS:  
ABSTAIN:       COUNCIL MEMBERS:  
ABSENT:        COUNCIL MEMBERS:

Dated:

---

GEORGIANNA NICOLE ALVAREZ  
Chief Deputy City Clerk



## Regular Meeting

# AGENDA ITEM REPORT

**Meeting:** Regular Meeting - Oct 01 2019  
**Title:** 2019 Energy Action Plan Update – Receive and File  
**Presented By:** Chris Marcarello, Director of Public Works  
**Recommendation:** Receive and File the 2019 Energy Action Plan Update.

### EXECUTIVE SUMMARY / BACKGROUND:

The passage of the Global Warming Solutions Act, known as Assembly Bill 32, established the goal of reducing statewide greenhouse gas (GHG) emissions to 1990 levels by 2020. In response, the City of Covina developed an Energy Action Plan (EAP) with aims to decrease its greenhouse gas emissions by reducing its energy consumption. The Energy Action Plan was adopted by the Covina City Council in December 2012, through Resolution No. 12-7125. The Energy Action Plan contains an inventory of greenhouse gas emissions and provides recommendations for energy efficient operational practices, while creating a path to achieve State-recommended GHG reduction targets. To assess Covina's progress toward the original EAP goals, the City recently completed its 2019 EAP Update. The EAP Update highlights the City's exceedance of its original energy reduction goals and its achievement as a Platinum Level Energy Leader, as well as, establishes revised energy reduction targets for the future. The 2019 EAP Update is presented to the City Council herein, with a recommended action to Receive and File.

### DISCUSSION:

Assembly Bill 32, the Global Warming Solutions Act of 2006, creates a statewide target to achieve 1990 GHG emissions levels by 2020 through a combination of mandatory and voluntary programs. In 2016, Senate Bill 32 was passed to extend the reduction goal to 40% below 1990 levels by 2030.

The City of Covina is a member of the Energy Wise Partnership, a collaborative relationship between the San Gabriel Valley Council of Governments (SGVCOG) and 27 member cities. In 2010, through the Partnership, the SGVCOG was awarded approximately \$4.6 million dollars from Southern California Edison to support the State's energy efficiency strategic plan. Funding was used to prepare Covina's Energy Action Plan in 2012. The EAP identifies methods the City may implement to achieve energy efficiency throughout the community and in municipal operations. The City Council's adoption of the EAP in December 2012 demonstrates the City's commitment to pursue energy efficiency and reduce GHG emissions in the short and long-term.

In 2019, the City of Covina was one of only four cities invited to develop an EAP Update through a collaboration with the SGVCOG. The 2019 EAP Update assesses the City's progress toward the energy reduction goals identified in the original 2012 EAP. The 2019 EAP Update highlights the following key accomplishments:

- The 2012 EAP identified a pragmatic and achievable electricity savings goal based on the City's 2006 baseline municipal energy consumption. This goal was to reduce electricity use at municipal facilities by 3% below baseline 2006 levels. **As of the first quarter of Calendar Year 2019, the City significantly surpassed its reduction goal and achieved an electricity saving of 39%.**
- Southern California Edison's Energy Leader Partnership is a recognition program for cities, consisting of four tiers (Valued, Silver, Gold, and Platinum). Cities must meet thresholds in municipal and

community energy efficiency, demand response, and strategic planning to qualify for higher levels. **Covina has reached the Platinum level.**

- **Approximately 20 energy efficiency projects have been completed since 2012.** The largest energy savers include - new HVAC for the Police Department, new HVAC for the second floor of City Hall, an updated pool heater for the Covina Park aquatic center, conversion of 3,443 street lights to LED, and the conversion of municipal parking structure lighting to LED.

Also, as part of the 2019 EAP Update, the City has developed the following revised reduction targets:

- Reduce overall municipal facility electricity usage to 5% below 2018 levels by 2023.
- Reduce overall municipal facility gas usage to 5% below 2018 levels by 2023.
- Complete three or more energy efficiency projects by 2023.

The reduction targets may be achieved through the following recommended goals, as detailed in the 2019 EAP Update:

- Maximize energy efficiency at existing City facilities and infrastructure.
- Ensure that energy efficiency practices are incorporated into municipal operations.
- Maximize City staff's energy efficiency awareness and involve the City's employees and elected officials to promote energy efficiency.
- Demonstrate a commitment to realizing the Energy Action Plan goals through creative, equitable, and coordinated partnerships.

The City's long-term vision for energy efficiency focuses on implementing climate action activities to reduce energy usage and lower GHG emissions. The framework contained in the 2019 EAP Update provides recommendations on how the City can better achieve its long-term vision and commitment to attain energy efficiency in municipal operations.

#### **FISCAL IMPACT:**

The recommended action will not result in any financial expenditure. The City is not obligated to implement any of the action items described in the 2019 EAP Update. Action items will be accomplished when deemed appropriate and when staff and financial resources become available. The City's ongoing partnership with the SGVCOG, Southern California Edison, and Southern California Gas Company continues to help the City identify alternative funding sources and rebate programs.

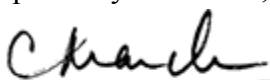
#### **CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

Not applicable.

#### **ATTACHMENTS:**

[Attachment A - 2019 EAP Update](#)

Respectfully submitted,



Chris Marcarello  
Director of Public Works



# CITY OF COVINA



## 2019 ENERGY ACTION PLAN UPDATE

### Funded By:

Southern California Edison Company  
Southern California Gas Company  
2018 Program Period  
under the auspices of the California Public  
Utilities Commission

### Prepared For:

City of Covina  
125 E College St.  
Covina, CA, 91723

### Prepared By:

San Gabriel Valley Council of Governments  
1000 S. Fremont Ave., Unit #42  
Building A-10, Suite 10210  
Alhambra, CA, 91803





# **ACKNOWLEDGEMENTS**

The 2019 Energy Action Plan (EAP) Update was prepared by the San Gabriel Valley Council of Governments for the City of Covina. The preparation of this plan was funded by Southern California Edison and the Southern California Gas Company under the auspices of the California Public Utilities Commission (CPUC).

## **DISCLAIMER**

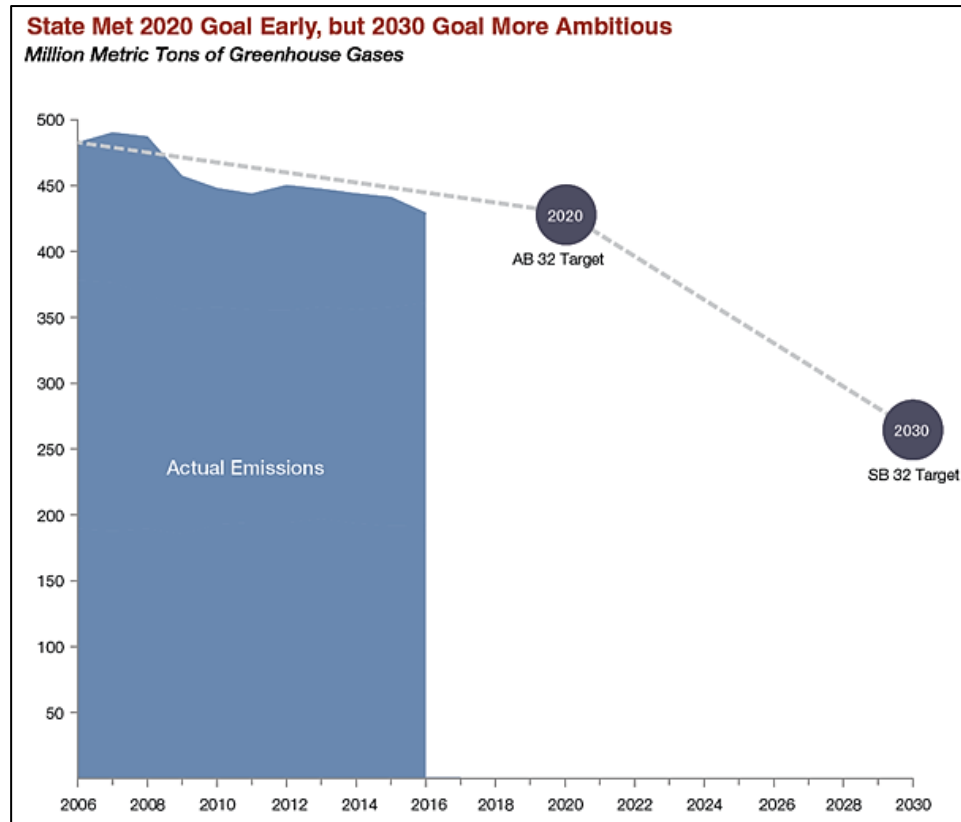
The 2019 EAP Update only includes updates and revisions to municipal operations that were referenced in the 2012 EAP. The intent of the update is to develop detailed recommendations for the City of Covina to better plan for energy efficiency actions and projects. This update is not intended to serve as a detailed engineering design document.

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# SECTION 1: EXECUTIVE SUMMARY

In December 2012, the City of Covina published its EAP with aims to decrease its greenhouse gas emissions by reducing its energy consumption. The passage of the Global Warming Solutions Act, known as Assembly Bill 32, in 2006 outlined the goal of reducing statewide greenhouse gas emissions to 1990 levels by 2020. Since then, California has been on track with reducing its greenhouse gas emission levels as depicted in the chart below. In 2016, Senate Bill 32 was passed to extend the reduction goal to 40% below 1990 levels by 2030.



*Source: California Legislative Analyst's Office (LAO)*

The City of Covina has recognized the impact of carbon emissions and supports the State of California's emission reduction targets. The City is also committed to developing and implementing long-term climate action activities to reduce energy usage and lower greenhouse gas emissions. With the passage of new policies and the advanced developments of technological innovations, the City of Covina has sought to provide an updated report after reviewing the City's 2012 EAP. The updates to the EAP demonstrate the City's continuous and steadfast commitment to reduce greenhouse gas emissions. Additionally, these updates provide recommendations on how the City can better achieve its long-term vision and commitment to attain energy efficiency in municipal operations.

The 2019 EAP Update includes the following sections:

- ❖ **Introduction:** Provides a brief overview of the City of Covina’s regional partners and their programs, existing energy efficiency resources, and benchmarking tools.
- ❖ **City of Covina’s Energy Use:** Provides an overall summary of the City’s municipal electricity and natural gas uses, as well as a list of relevant federal and state energy policies.
- ❖ **City of Covina’s Reduction Goals:** Includes a detailed evaluation of the City’s 2012 EAP municipal goals and policies, an overview of the City’s revised reduction targets and strategy topics, and a list of revised energy efficiency policy recommendations for the City.
- ❖ **Energy Efficiency Projects:** Covers a list of recent municipal facility energy efficiency projects as well as projects that are being considered for future implementation.
- ❖ **Conclusion:** Provides a summary on the recommended steps to implement, monitor, and review the EAP.

Several technical appendices were prepared to provide support for the contents found throughout the updated report. The 2019 EAP Update Report includes the following appendices:

- ❖ **Glossary of Key Terms:** Provides detailed definitions of key terms used in this updated report.
- ❖ **References:** Includes a list of citations and sources used throughout the updated report.
- ❖ **Energy Efficiency Action and Project Checklist:** Provides a list that City staff can utilize to document and track the progress of completing the energy efficiency actions and projects that are mentioned in this document.
- ❖ **City of Covina’s Statement of Energy Reports:** Provides detailed energy usage reports from ENERGY STAR Portfolio Manager of existing municipal buildings and structures.

The City’s long-term vision for energy efficiency focuses on reducing the City’s carbon footprint and conserving energy at municipal facilities. After reviewing the reduction targets in the 2012 EAP, the City has developed the following revised reduction targets:

Reduce by  
137,388 kWh

### **Reduce Electricity Usage**

Decrease overall municipal building electricity usage to 5% below 2018 levels by 2023

Reduce by  
2,052 therms

### **Reduce Gas Usage**

Decrease overall municipal building gas usage to 5% below 2018 levels by 2023

3 EE Projects

### **Energy Efficiency Projects**

Complete 3 or more energy efficiency projects related to electricity and/or gas usage by 2023

This document provides various measures and different methods on how the revised reduction targets can be achieved. The reduction targets, measures, and methods in this update were developed in accordance to the City of Covina's General Plan.

# SECTION 2: INTRODUCTION

The City of Covina recognizes the importance of utilizing existing resources and creating regional partnerships to achieve the City's long-term energy efficiency goals. The following entities and resources will be mentioned throughout this EAP Update.

## 2.1: Partnership Programs and Resources

### *San Gabriel Valley Energy Wise Partnership (SGVEWP)*

Recognizing the importance of regional partnerships in energy efficiency initiatives, the City of Covina entered into the SGVEWP with twenty-eight other cities in the San Gabriel Valley region. SGVEWP serves as a partnership between Southern California Edison (SCE), the Southern California Gas Company (SoCalGas), the San Gabriel Valley Council of Governments (SGVCOG), and the 29 cities in the San Gabriel Valley. The Partnership was first launched in 2009 between SGVCOG and SCE. SoCalGas later joined the Partnership in 2013. SGVEWP is funded by the California Public Utilities Commission (CPUC) Local Government Partnerships Program.

The SGVEWP assists local governments in the San Gabriel Valley in reducing their energy consumption and greenhouse gas emissions to create a more sustainable future for the entire region. Particularly, the Partnership provides resources to support the implementation of energy efficiency projects at municipal facilities, as well as assistance to engage the community. Additionally, SGVEWP hosts energy efficiency trainings for City staff, organizes educational workshops and events, undertakes and supports other community education efforts, and hosts other special events to promote the reduction of energy usage within the region.

Some of the programs and services that SGVEWP provides the City of Covina include:

- ❖ City Staff Energy Work Group;
- ❖ One-on-One City Energy Efficiency Meetings;
- ❖ Building Officials Certification (BOC) Trainings;
- ❖ Toolbox Trainings;
- ❖ Residential Home Energy Assessment Program; and,
- ❖ Business Energy Assistance and Recognition Program

The City of Covina will continue working with Partnership representatives to ensure that the City is maximizing the services and resources made available through the SGVEWP. More information regarding the Partnership can be found on:

<https://www.sgvenergywise.org/>

### *Southern California Regional Energy Network (SoCalREN)*

The City of Covina is one of the 120+ agencies enrolled with the Southern California Regional Energy Network (SoCalREN). Authorized in 2012 by the CPUC and administered by Los Angeles County, the SoCalREN provides services to residents, businesses, and public agencies throughout areas served by SCE and SoCalGas across Southern California.

Through enrollment in the SoCalREN's Public Agency Program, the City of Covina receives no-cost services from SoCalREN to reduce energy costs including:

- ❖ Facility Energy Audit;
- ❖ Streetlight LED Retrofit Assistance;
- ❖ Retrocommissioning Support;
- ❖ Energy Consumption Benchmarking;
- ❖ Project Financing Analysis;
- ❖ Project Approval Assistance Specifications;
- ❖ Cooperative Procurement for Project Delivery; and,
- ❖ Contractor Cost Estimate Review.

The City of Covina actively utilizes SoCalREN's services to receive energy analysis reports to review municipal facilities' energy usage. The City recognizes the various resources SoCalREN has to offer and aims to continuously work with the organization to identify future energy efficiency projects. More information regarding the SoCalREN can be found on: <https://socalren.com/>.

### *Southern California Edison's Energy Leader Partnership (ELP)*

Through the SGVEWP, participating cities can benefit from SCE's Energy Leader Partnership Program. The program recognizes cities for increasing their energy efficiency in municipal facilities and communities, participating in demand response programs, and engaging in long-term strategic planning for energy efficiency.

There are four tiers in the ELP: Valued, Silver, Gold, and Platinum. The "Valued" tier is the lowest level while the "Platinum" tier is the highest level. Cities must meet thresholds in municipal and community energy efficiency, demand response, and strategic planning to qualify for higher levels. Cities also receive additional incentives and recognition for achieving higher levels. The City currently is at the "Platinum" level. City staff and individuals can view the most updated ELP report by visiting: <https://www.sgvenerywise.org/energy-leader-model>.

An overview of the City of Covina's ELP report (generated on April 1, 2019) can be found on the following page.



# Energy Leader Partnership City of Covina

**Current Energy Leader Level:**  **Platinum**

**2006 Baseline Consumption:** 4,526,072

**2006 - Present Energy Savings:** 1,778,323

**Participation Savings %:** 39.29%

## Accomplishments to Date Summary

	Value	Silver	Gold	Platinum
Municipal Savings	N/A	Met	Met	Met
IDSM Criteria	N/A	Met	Met	Met

## Details & Next Steps

	Value Level	Silver Level 5%	Gold Level 10%	Platinum Level 20%
<b>Municipal Savings to Reach Level</b>		X 226,304	X 452,607	X 905,214
<b>Savings Needed to Attain Level</b>		-	-	-
<b>IDSM Criteria Needed</b>		0	0	0
<b>IDSM Criteria (Must Complete 2 Per Tier Level)</b>		X Complete energy benchmarking Complete GHG Inventory X Complete one (1) IDSM Marketing and Outreach Menu Item X Distribute IDSM Solutions Brochure to partner employees and enroll one (1) eligible facility in a Demand Response program and develop an Event Curtailment Plan for participating facility	X Complete Energy Action Plan Establish mechanism for an EE Revolving Fund X Complete one (1) IDSM Marketing and Outreach Menu Item Conduct one (1) co-branded IDSM community event and enroll 10% of eligible facilities in a Demand Response program and develop Event Curtailment Plans for participating facilities	Implement Energy Action Plan Establish mechanism for an EE Revolving Fund X Complete one (1) IDSM Marketing and Outreach Menu Item X Conduct one (1) co-branded IDSM community event and enroll 20% of eligible facilities in a Demand Response program and develop Event Curtailment Plans for participating facilities
<b>Menu Items Completed</b>		10-12: Community Savings -5% - 9.99%	Co-Branded Kiosk - 9/23/13	Council Presentation - 5/7/13

**IDSM Marketing & Outreach Menu Options:** Bill Insert, Group Presentation, IDSM Workshop, Muni Success Story, Council Presentation, Kiosk / Display / Newsletter, or Website

*\* Please review IDSM Marketing & Outreach Menu for detail requirements*

### *Institute for Local Governments' Beacon Program*

The Beacon Program provides a framework for the City of Covina to share best practices that create sustainable communities within the City. This program honors voluntary efforts by local governments to reduce energy use and adopt policies that promote sustainability. The Beacon program is supported by the Institute for Local Government and the Statewide Energy Efficiency Collaborative (SEEC). It is also funded by the California utility ratepayers through the Public Goods Charge, levied under the auspices of the California Public Utilities Commission and administered by Pacific Gas and Electric Company, San Diego Gas and Electric Company, Southern California Edison, and Southern California Gas Company. More information regarding the Beacon Program can be found on: <https://www.ca-ilg.org/beacon-program>.

### *Statewide Energy Efficiency Collaborative (SEEC)*

The Statewide Energy Efficiency Collaborative (SEEC) is an alliance between three statewide nonprofit organizations and California's four Investor-Owned Utilities (IOUs). SEEC leverages the diverse expertise and resources of its implementing partners to meet evolving local government needs to save energy, reduce greenhouse gas emissions, and accelerate climate action. SEEC's resources can help the City of Covina reduce energy costs and greenhouse gas emissions while enhancing energy efficiency. The City recognizes the valuable resources that SEEC has to offer and strives to actively utilize these resources to achieve the goals that are outlined in this document. More information regarding SEEC can be found on: <http://californiaseec.org/>.

## **2.2 Existing Energy Efficiency Resources**

### *Leadership in Energy Environmental Design (LEED)*

LEED is the most widely-used green building rating system in the world. It provides a framework to create healthy, efficient, and cost-saving green buildings. Obtaining LEED certification is a globally-recognized symbol of sustainability achievement. The City has expressed both recognition and understanding of the sustainability benefits related to incorporating energy efficiency in building design; they strive to have any new municipal buildings and facilities be LEED-certified. More information on LEED can be found on: <https://new.usgbc.org/leed>.

### *ENERGY STAR*

ENERGY STAR is the government-certified symbol for energy efficiency, which provides credible and unbiased information that consumers can rely on to make well-informed decisions. All products that are ENERGY STAR-certified meet the Federal Energy Management Program standards. Recognizing that ENERGY STAR-certified products can help with reducing energy use, the City of Covina strongly considers products that are

ENERGY STAR-certified when purchasing appliances or equipment. More information on ENERGY STAR can be found on: <https://www.energystar.gov/about>.

## 2.3 Benchmarking Tools

### *ENERGY STAR Portfolio Manager*

The ENERGY STAR Portfolio Manager is an energy-tracking tool that was used to evaluate energy usage in existing municipal buildings and facilities in this document. Portfolio Manager is a free online application that measures and tracks energy usage, water consumption, and greenhouse gas emissions. It can be used to manage the energy and water use of any facility or structure. More than 40% of structures and facilities in the United States are using this tool to benchmark energy use. Understanding the importance of analyzing facilities' energy usage, this EAP Update utilized the ENERGY STAR Portfolio Manager tool in evaluating the City of Covina's municipal energy consumption.

The appendices showcase statements of energy performance of each City facility. More information on the ENERGY STAR Portfolio Manager can be found on <https://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/use-portfolio-manager>.

### *Enterprise Energy Management Information System (EEMIS)*

Managed by the County of Los Angeles, EEMIS was developed to provide a cost-effective means to analyze, monitor, and benchmark facility energy usage using a single energy management software. The software can provide comprehensive and intelligent analytical tools to actively and economically manage energy through an intuitive web-based interface. This tool can provide the following functions:

- Automate month-end utility bill data;
- Supply timely and credible usage and budget information;
- Expedite energy project development;
- Provide ongoing measurement and verification of energy projects; and,
- Identify opportunities for improved operation and maintenance practices.

## 2.4: Funding of Projects

The implementation and success of these projects at the city level hinge on adequate availability of funds and resources. The following are several project funding pathways that are available for the City to consider as the City moves forward with implementation.

### *Federal Government*

The U.S. Department of Energy's Office of Energy Efficiency & Renewable Energy offers a great tool to identify financing mechanisms that will work for the City's needs, including residents and businesses. This tool can be found on <https://www.energy.gov/eere/slsc/pay->

[energy-initiatives](#). Some of the available funding mechanisms that cities should consider are described in further details below.

❖ **Bonding Tools**

Bonds are low-cost, long-term sources of capital available to most state and local entities from banks, public markets, or investment banking firms. The issuer is required to make scheduled interest payments at certain periods for a mutually agreed rate and then return the principal on the date the issue matures, or incrementally throughout the life of the bond.

❖ **Energy Savings Performance Contracting (ESPC)**

A facility owner can use an ESPC to pay for upgrades presently by utilizing future energy savings, which mitigates the need to tap into capital budgets. This is done through a partnership with an energy service company (ESCO). This budget-neutral approach aims to reduce energy and water usage and increase overall operational efficiency.

❖ **Leasing Arrangements**

Leases are long-term rental contracts where the lessee uses the energy efficient equipment or product in return for payments to the lessor. By the end of the lease period, the lessee has the option to purchase the equipment or product.

❖ **Loan Loss Reserves**

This serves as an allowance from the bank which is set aside to cover any estimated losses. As loans are repaid, the reserve shrinks proportionally and increase as more loans are made.

❖ **Revolving Loan Funds**

These loans are used as a pool of capital where, once loans are repaid, capital is re-loaned for another energy project. These “evergreen” funds are recycled repeatedly assuming that the defaults remain low.

Through <https://www.grants.gov/>, the City can search for available grants.

### *State Funding*

There are a few avenues for identifying and applying for state energy efficiency grants. Whereas some grants are competitive in which applicant cities compete against one another, other grants are formulaic in which grant funds are allocated according to a set of requirements that cities must meet. Through <https://california.grantwatch.com/>, the City can search for state sponsored grants.

The Funding Wizard website is also a great resource to search for state energy grants for cities.

California Lending for Energy and Environmental Needs (CLEEN) Center allocates direct public financing to cities to help the State meet its goals for greenhouse gas reduction, environmental preservation, and water conservation. There are two programs within the Center, Statewide Energy Efficiency Program (SWEEP) and Light Emitting Diode Street

Lighting Program (LED) that can be financed through a direct loan from IBank or through public tax-exempt bonds ranging from \$500,000 to \$30 million.

*Utility Rebates & Incentives (SCE/SoCalGas EE Programs)*

SCE and SoCalGas offer many rebate and incentive programs for municipal customers.

SoCalGas offers the Energy-Efficiency Rebates for Business (EERB) program, which provides rebates on energy-efficient natural gas equipment and improvements for city facilities.

- ❖ The rebate amount is up to \$500,000 per site and up to \$1,000,000 per customer, per year.
- ❖ To qualify, cities must have valid, active, and non-delinquent commercial, agricultural, or industrial businesses with operational and ready-for-inspection equipment.
- ❖ The cost of purchasing and professionally installing the product must be below the rebate amount.
- ❖ Qualified equipment includes water heaters, boilers, water heating products, heat recovery products, insulation products, laundry products, and food service equipment.

Southern California Edison offers four main programs.

- ❖ **Express Solutions, Customized Solutions, and BRO (Behavioral, Retro-commission, Operational) Programs:** Cities can receive financial rebates and incentives for replacing, upgrading, or commissioning equipment through these programs.
- ❖ **On-Bill Financing (OBF):** Qualifying municipalities would repay a loan in monthly installments through OBF with zero interest, no fees, reduced electricity usage, rebates, or incentives on energy efficient projects.
- ❖ **Midstream Point of Purchase (MPOP) Program:** Some municipal customers may qualify for an instant rebate on technologies without having to fill out an application or apply with SCE through this program.
- ❖ **Automated Demand Response Control Incentives:** Municipal customers may receive financial incentives for installing equipment that automates electrical load reduction during demand response events and may also be eligible for bill credits or reduced rates through this program.

*Southern California Regional Energy Network (SoCalREN)*

The Revolving Loan Fund (RLF) is a 0% interest gap financial tool offered through SoCalREN that enables enrolled agencies to finance energy efficiency projects. This self-restoring fund can be used with longer term financing as well. The fund has the following characteristics:

- ❖ Easy process, from a simple application and efficient processing, to a quicker dispersal of funds.
- ❖ Customizable services.
- ❖ Provides short-term construction financing between construction and On-Bill Financing.

*California Energy Commission Energy Efficiency Financing Program*

The California Energy Commission's Energy Efficiency Financing Program provides funding for energy saving projects to cities, counties, special districts, and other institutions. Made on a reimbursement basis, these 1% loans can fund 100% of the energy-related project within a 17-year payback period and must be repaid (including principal and interest) within 20 years. They cannot exceed the life of the loan-funded equipment and approved project costs. Invoices dated within the term of the loan are eligible to be reimbursed from funds.

*Additional Resources*

❖ **Power Purchase Agreements (PPAs)**

This financial agreement is held with two parties: The electricity seller and the electricity purchaser. Common with solar power, this type of contract allows a developer to design, permit, finance and install a solar energy system on a customer's property with low to no cost. The contract typically ranges from 10-25 years while the developer is responsible for the maintenance and operation of the system.

❖ **Efficiency Services Agreements (ESAs)**

These agreements are based on a pay-for-performance, off-balance sheet funding solution where customers can implement energy efficient projects with zero upfront capital costs. The ESA provider pays for all development and construction costs and the customer is responsible for service charge payments for actual realized savings after the project is operational.

❖ **Energy Performance Contracts (EPCs)**

This financial contract uses cost savings from reduced energy consumption to repay the energy conservation measures installation. Typically offered by Energy Service Companies (ESCOs), this allows for users to save on energy without any upfront capital costs. The performance contractor estimates the costs of the energy improvements and are paid back out of the energy savings. A single contractor can perform the necessary energy audits and retrofit as well as guarantee energy savings from a series of conservation measures.

❖ **Green Revolving Fund (GRF)**

This fund is an internal capital pool with a purpose of funding energy efficiency, renewable energy, and/or sustainability projects. The fund is replenished by a portion of those savings which allows for reinvestment in future, similarly valued projects. A valuable guide for implementing this type of fund is available at:

[http://greenbillion.org/wp-content/uploads/2013/01/GRF\\_Implementation\\_Guide.pdf](http://greenbillion.org/wp-content/uploads/2013/01/GRF_Implementation_Guide.pdf)

# SECTION 3: ENERGY USE

## 3.1 Introduction

Energy use and cost data presented in this section were provided by the City of Covina in spreadsheet format. The City receives this information from SCE and SoCalGas upon request, after which they sent it forward to SGVCOG for benchmarking analysis. This data was input into ENERGY STAR Portfolio Manager to track energy usage over a period of time, compare past usage to present usage, and provide comprehensive measurements of which municipal buildings/uses are using the most energy. Current energy usage shown in all tables and figures are representative of January 2018 – January 2019. Baseline data shown in all tables and figures are representative of January 2016 – January 2017.

## 3.2 Glossary of Terms for this Section

The most pertinent terms for this section that must be defined for clarity are as follows<sup>1</sup>:

**Site Energy Use:** The annual amount of all the energy a property consumes on-site, as reported on utility bills.

**Energy Use Intensity (EUI):** EUI is calculated by taking the total energy consumed in one year (measured in kWh or therms) and dividing it by the total floor space of the building (measured in sq.ft.). The EUI is a useful reference, especially when tracking a building's energy performance over time, or comparing one building (of similar type) to another. Since the energy use per square foot at a property is used to calculate this value, this means that some of the large energy-consuming buildings are not necessarily the least efficient on a per square foot basis.

**EPA Units:** The standard units applied by EPA for the most part follow the International System of Units (SI). EPA units include square feet for area, British Thermal Units (Btu) for energy, kilograms and Metric Tons for emissions, and gallons for volumes. For example, EUI will be in ***kBtu/ft<sup>2</sup>*** and area will be in ***ft<sup>2</sup>***.

**Site EUI (*kBtu/ft<sup>2</sup>*):** The Site Energy Use divided by the property square foot.

**Weather Normalized Site Energy (*kBtu/ft<sup>2</sup>*):** The energy uses a property would have consumed during 30-year average weather conditions. For example, if 2012 was a very hot year, then *Weather Normalized Site Energy* may be lower than *Site Energy Use*, because less energy would have been used if it had not been so hot. It can helpful to use this weather normalized value to understand changes in energy when accounting for changes in weather.

### 3.3 Properties Measured

The following is the list of properties and their corresponding addresses and meters that were examined for their energy usage for the purposes of this EAP.

- ❖ City Hall
  - Address: 125 E. College St., Covina, CA, 91723
  - Electric Meter: 259000-029313
- ❖ Civic Center Parking
  - Address: 124 E. College St., Covina, CA, 91723
  - Electric Meter: 259000-018724
- ❖ Metrolink Transit Parking Structure
  - Address: 559 N. Citrus Ave., Covina, CA, 91723
  - Electric Meter: 259000-018489
- ❖ Covina Park – Recreation Hall
  - Address: 340 N. Valencia Pl., Covina, CA, 91723
  - Electric Meter: 222011-000902
  - Gas Meter: 14468037
- ❖ Covina Park – Teen Center Rec Hall
  - Address: 301 N. Fourth Ave., Covina, CA, 91723
  - Electric Meter: 222011-004263
  - Gas Meter: 15576390
- ❖ Covina Public Library
  - Address: 234 N. Second Ave., Covina, CA, 91723
  - Electric Meters: 223000-010137 & 254000-011423
  - Gas Meter: 13118643
- ❖ Parks & Recreation Department Building
  - Address: 1250 N. Hollenbeck Ave., Covina, CA, 91722
  - Electric Meter: 259000-030443
  - Gas Meter: 15275987
- ❖ Police Department
  - Address: 444 N. Citrus Ave., Covina, CA, 91723
  - Electric Meter: 259000-018372
- ❖ Public Works
  - Address: 534 N. Barranca Ave., Covina, CA, 91723
  - Electric Meters: 223000-010147, 255000-005674, & 259000-071637
  - Gas Meter: 10957310



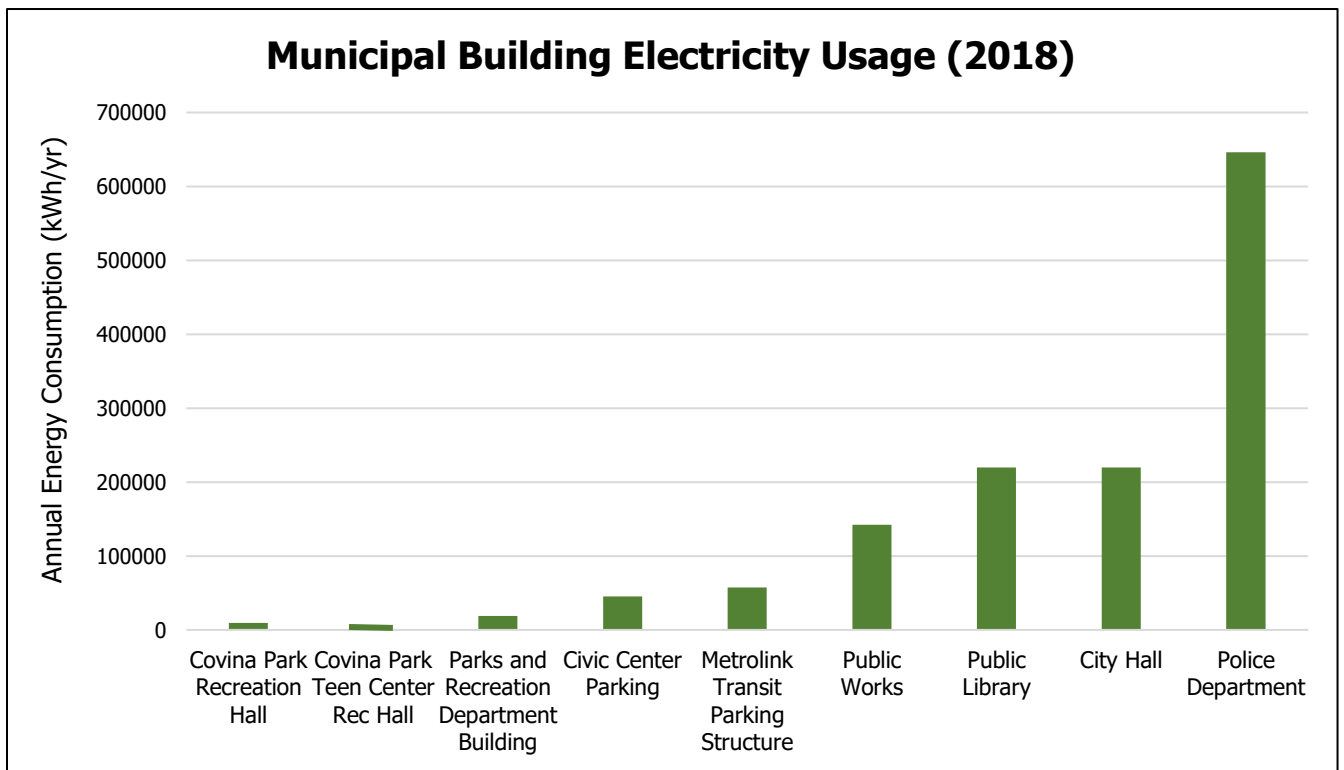
### 3.4 Electric Energy Usage

The following table (Table 3.1) and graph (Figure 3.1) show the breakdown of electrical energy usage and cost, sorted from lowest to highest users.

**Table 3.1: Summary of City of Covina Electrical Consumption & Cost (2018)**

Property Name	Electricity Energy Usage (kWh)	Electricity Cost
Covina Park - Recreation Hall	6.2	\$292.87
Covina Park – Teen Center Rec Hall	1,728	\$565.18
Parks and Recreation Department Building	18,948	\$1,502.16
Civic Center Parking	45,505	\$7,264.10
Metrolink Transit Parking Structure	57,267	\$11,565.18
Public Works	142,366	\$48,730.78
Covina Public Library	219,799	\$50,674.30
City Hall	219,845	\$38,571.95
Police Department	646,387	\$84,652.37
<b>Sum of Values</b>	<b>1,351,851</b>	<b>\$243,909.89</b>

**Figure 3.1: Electricity Consumption from Lowest to Highest Energy User**



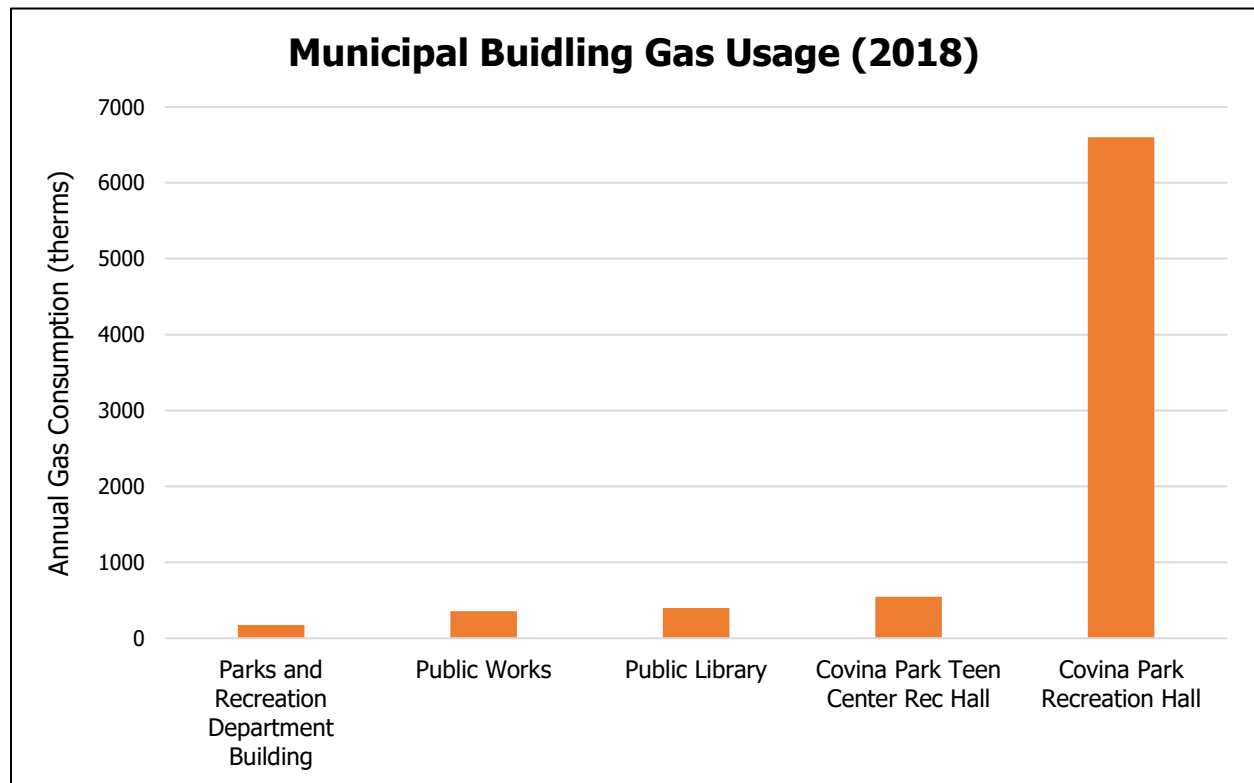
### 3.5 Natural Gas Energy Usage

The following table (Table 3.2) and graph (Figure 3.2) show the breakdown of natural gas usage and cost, sorted from lowest to highest users.

**Table 3.2: Summary of City of Covina Natural Gas Consumption & Cost (2018)**

Property Name	Gas Energy Usage (therms)	Gas Cost
Parks and Recreation Department Building	174	\$334.70
Public Works	354	\$493.81
Covina Public Library	397	\$526.32
Covina Park - Teen Center Rec Hall	546	\$659.46
Covina Park - Recreation Hall	6,601	\$4,775.32
<b>Sum of Values</b>	<b>8,072</b>	<b>\$6,789.61</b>

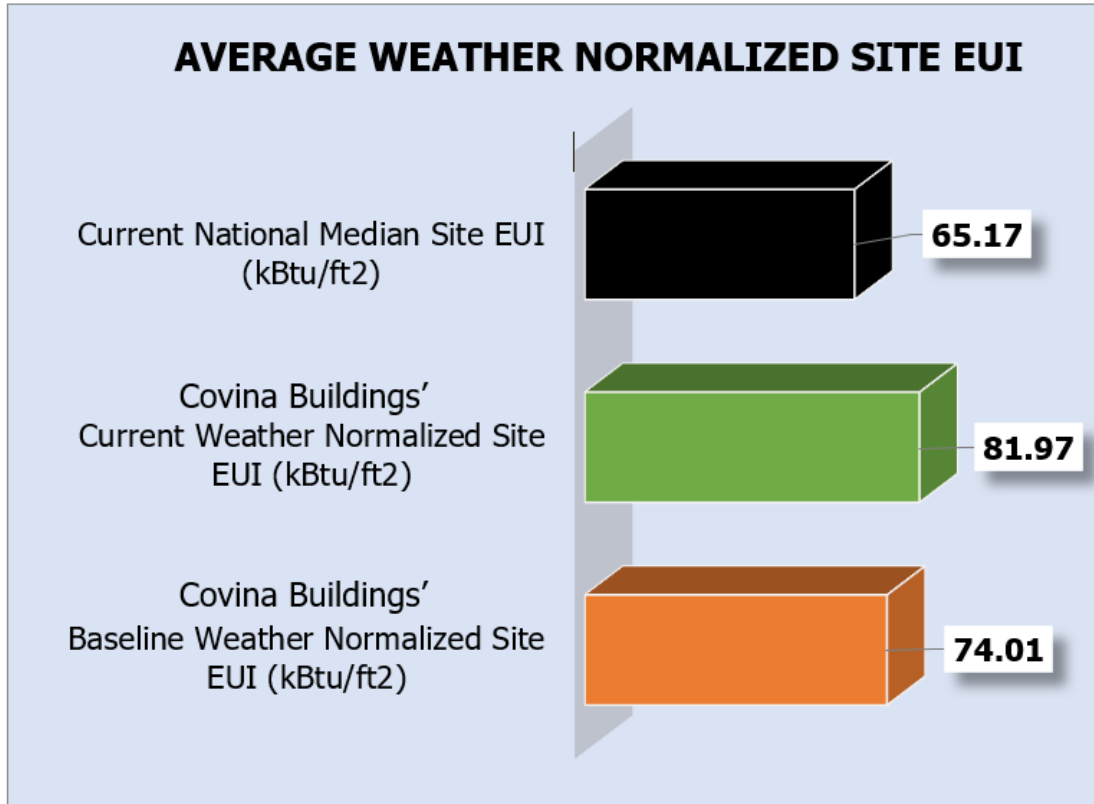
**Figure 3.2: Natural Gas Consumption from Lowest to Highest Energy User**



### 3.6 Average of all Buildings

Figure 3.3 depicts the average of all the City's buildings Current and Baseline Weather Normalized Site EUI in comparison to the average of the Current National Median Site EUI for similar building types.

**Figure 3.3: Averages of Current & Baseline Weather Normalized Site EUI**



The buildings lower than the current and baseline national median are depicted in Table 3.3. Upgrades are still encouraged at these properties if the opportunity arises since it will continuously be beneficial to increase efficiency and decrease energy usage.

**Table 3.3: Summary of Properties with Lower Energy Usage than National Medians**

<b>Property Name</b>	<b>Baseline Weather Normalized Site EUI (kBtu/ft2)</b>	<b>Current Weather Normalized Site EUI (kBtu/ft2)</b>	<b>Current National Median Site EUI (kBtu/ft2)</b>	<b>Percent Difference Between National Median (baseline)</b>	<b>Percent Difference Between National Median (current)</b>
City Hall	74.6	70.7	85.3	12.53% (lower than national median) & Energy Star Score 66	17.05% (lower than national median) & Energy Star Score 66
Parks & Recreation Department Building	32.8	32.8	42	21.69% (lower than national median)	21.75% (lower than national median)
Covina Public Library	33.8	35.8	54	36.09% (lower than national median)	33.68% (lower than national median)
Covina Park - Teen Center Rec Hall	7.6	7.6	89.8	91.76% (lower than national median)	91.76% (lower than national median)

### 3.7 Highest Energy Users

This EAP will primarily focus on energy conservation efforts for those facilities with the highest energy use. Table 3.4 depicts the buildings that are higher than the current and baseline national median. This means that these properties represent the highest energy using facilities in the City.

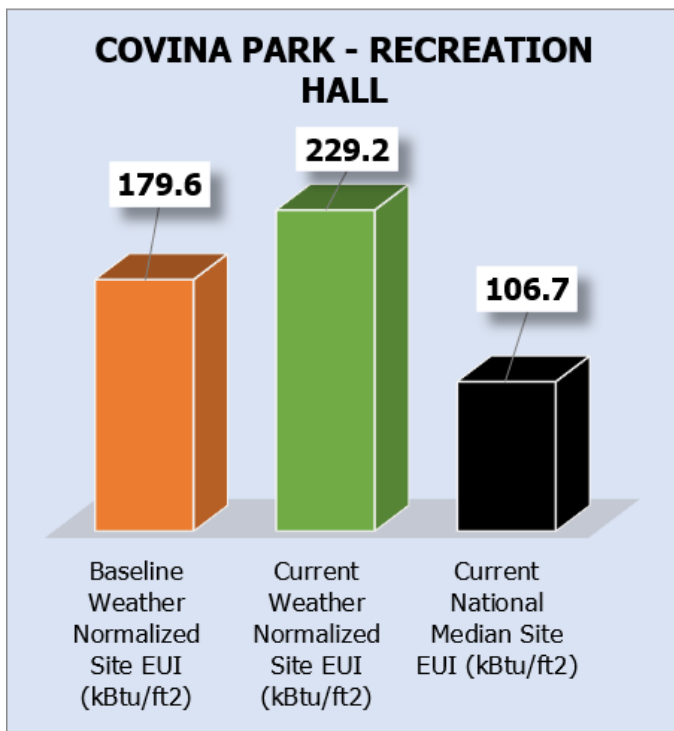
**Table 3.4: Summary of Properties with Higher Energy Usage than National Median**

<b>Property Name</b>	<b>Baseline Weather Normalized Site EUI (kBtu/ft2)</b>	<b>Current Weather Normalized Site EUI (kBtu/ft2)</b>	<b>Current National Median Site EUI (kBtu/ft2)</b>	<b>Percent Difference Between National Median (baseline)</b>	<b>Percent Difference Between National Median (current)</b>
Covina Park - Recreation Hall	179.6	229.2	106.7	68.35% (higher than national median)	114.89% (higher than national median)

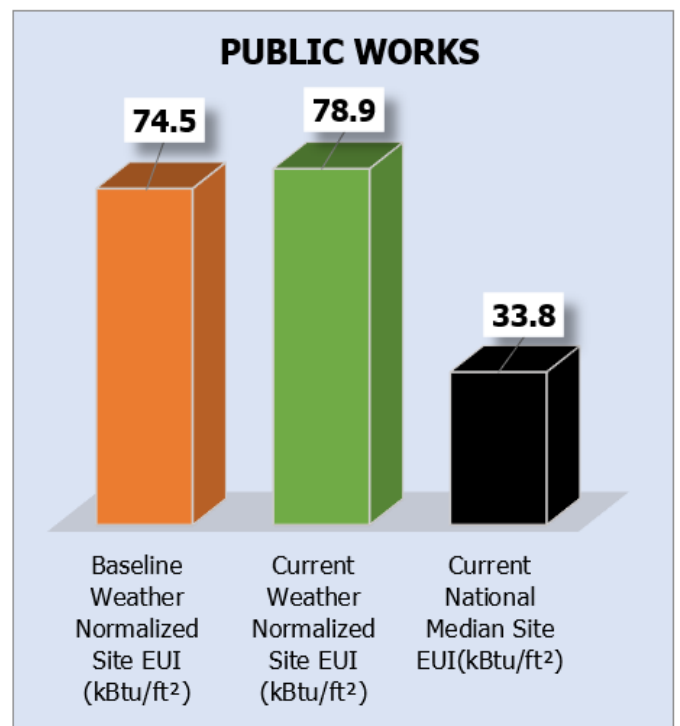
Property Name	Baseline Weather Normalized Site EUI (kBtu/ft <sup>2</sup> )	Current Weather Normalized Site EUI (kBtu/ft <sup>2</sup> )	Current National Median Site EUI (kBtu/ft <sup>2</sup> )	Percent Difference Between National Median (baseline)	Percent Difference Between National Median (current)
Public Works	74.5	78.9	33.8	123.83% (higher than national median)	133.53% (higher than national median)
Police Department	115.2	119.7	44.6	158.31% (higher than national median)	168.45% (higher than national median)

The following graphs (Figure 3.4 – Figure 3.6) depict these statistics more clearly. They are presented in order from lowest percent difference between the current national median to highest percent difference between the current national median.

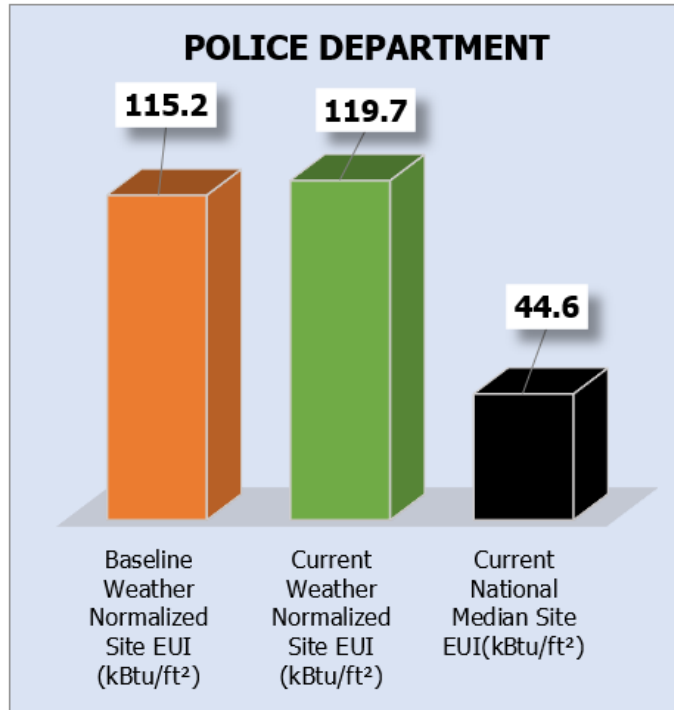
**Figure 3.4: Summary of Weather Normalized Site EUI for Covina Park – Recreation Hall**



**Figure 3.5: Summary of Weather Normalized Site EUI for Public Works**



**Figure 3.6: Summary of Weather Normalized Site EUI for Police Department**



Reduction goals and energy efficiency projects related to these buildings will be provided in the following sections, along with additional policies to increase overall energy efficiency of the City in the coming years.

### 3.8 Current Energy Programs/Policies

#### Federal and State Energy Efficiency Requirements<sup>1</sup>

##### *California Environmental Quality Act*

The California Environmental Quality Act (CEQA) is California's broadest environmental law. CEQA helps to guide the California Department of Fish and Wildlife during issuance of permits and approval of projects. Courts have interpreted CEQA to afford the fullest protection of the environment within the reasonable scope of the statutes. CEQA applies to all discretionary projects proposed to be conducted or approved by a California public agency, including private projects requiring discretionary government approval.

##### *Title 24 Compliance*

Title 24 is a collection of energy standards that address the energy efficiency of new (and altered) homes and commercial buildings. Since 1978, California residents are required to meet the energy efficiency standards contained in Title 24, Part 6 of the California Code of

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<sup>1</sup> Definitions for all legislation from CA.gov (<https://www.ca.gov/>)

Regulations. Due to the fact that energy efficiency reduces energy costs, increases reliability and availability of electricity, improves building occupant comfort, and reduces impacts to the environment, this has made a big impact on how lighting and other home fixtures are used in California. As these standards are important and necessary for California's energy future, the goal of the California Title 24 energy standards is the reduction of energy use to benefit all.

#### *ASHRAE Standard 90.1 Compliance*

ANSI/ASHRAE/IES Standard 90.1: Energy Standard for Buildings Except Low-Rise Residential Buildings is an American National Standard published by ASHRAE and jointly sponsored by the IES that provides minimum requirements for energy efficient designs for buildings except for low-rise residential buildings (i.e. single-family homes, multi-family buildings less than four stories high, mobile homes and modular homes).

ASHRAE 90.1 includes prescriptive requirements for the following:

- ❖ Building Envelope (Section 5): Minimum wall insulation, minimum roof insulation, roof reflectance, minimum glazing performance;
- ❖ HVAC (Section 6): Minimum equipment efficiency, minimum system features, limitation on reheat, limitation on fan power;
- ❖ Domestic Hot Water (Section 7): Minimum equipment efficiency, minimum system features;
- ❖ Power (Section 8): Transformer efficiency, automatic receptacle controls, energy monitoring;
- ❖ Lighting (Section 9): Maximum indoor lighting power density (LPD, expressed in Watts/Sq. Ft.), minimum lighting controls, exterior lighting, parking garage lighting;
- ❖ Other Equipment (Section 10): electric motors, potable water booster pumps, elevators, and escalators.

#### *International Energy Conservation Code Compliance*

This code contains separate provisions for commercial buildings and for low-rise residential buildings (three stories or less in height above grade). This comprehensive energy conservation code establishes minimum regulations for energy-efficient buildings using prescriptive and performance-related provisions. It is founded on broad-based principles that make possible the use of new materials and new energy-efficient designs. The IECC is fully compatible with the Family of International Codes.

#### **Existing California Policies<sup>2</sup>**

Recognizing that reducing greenhouse gas emissions and protecting the environment are crucial in enhancing the quality of life amongst Covina residents, the City complies with the

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<sup>2</sup> Definitions for all bills from California Legislative Information (<https://leginfo.legislature.ca.gov>)

following state mandates and strives to assist the State in achieving any reduction goals that the following legislation has set out.

*Assembly Bill 995 (2000)*

Under the Public Utilities Act (AB 995), the California Public Utilities Commission (CPUC) required electrical corporations to identify a separate rate component to fund cost-effective energy efficiency and conservation activities, public interest research and development, and development of renewable resources technology. This rate component is a non-bypassable element of local distribution and collected on the basis of usage. This bill reinstates the policy of the state that each electrical corporation operate its electric distribution grid in a safe, reliable, efficient, and cost-effective manner and that electric corporations continue to make prudent investments in their distribution grids. The bill also required the CPUC and the California Energy Commission to continue to administer energy efficiency programs, as defined, following prescribed guidelines.

*Assembly Bill 32 (2006)*

The Global Warming Solutions Act of 2006 (AB 32) is a law that fights climate change by establishing a comprehensive program to reduce greenhouse gas emissions from all sources throughout the state. AB 32 requires the California Air Resources Board (CARB or ARB) to develop regulations and market mechanisms to reduce California's greenhouse gas emissions to 1990 levels by 2020, with mandatory caps beginning in 2012 for significant emissions sources. The bill provides the Governor the ability to suspend the emissions caps for up to one year in the case of an emergency or significant economic harm.

*Senate Bill 375 (2008)*

The Sustainable Communities and Climate Protection Act of 2008 (SB 375) directs the California Air Resources Board to set regional targets for reducing greenhouse gas emissions. The new law establishes a “bottom up” approach to ensure that cities and counties are involved in the development of regional plans to achieve those targets. SB 375 builds on the existing framework of regional planning to tie together the regional allocation of housing needs and regional transportation planning in an effort to reduce greenhouse gas (GHG) emissions from motor vehicle trips. It requires CARB to develop regional greenhouse gas emissions reduction targets to be achieved from the automobile and light truck sectors for 2020 and 2035. SCAG adopted reduction targets of 8% reduction per capita transportation emissions by 2020 and a conditional 15% reduction by 2035.

*Assembly Bill 802 (2015)*

AB 802 directs the Energy Commission to create a state-wide building energy use benchmarking and public disclosure program for certain buildings. The Commission's regulations require building owners to report building characteristic information and energy use data to the Commission by June 1st annually, for buildings with more than 50,000 square feet of gross floor area that have either no residential utility accounts or 17 or more residential utility accounts. Building owners report their buildings using ENERGY STAR Portfolio



Manager. The state will rely on local municipalities to craft local ordinances that focus on building performance and may cover smaller buildings or currently exempt property types. The City of Covina acknowledges these regulations and will comply by benchmarking all existing city facilities that have gross floor areas of 50,000 square feet or more.

*Senate Bill 1383 (2016)*

SB 1383 establishes methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP) in various sectors of California's economy. The bill sets a goal that California will reduce methane and hydrofluorocarbon refrigerants to 40% below 2013 levels by 2030. The steps to achieve this include a 50% reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020, and a 75% reduction by 2025. The law grants CalRecycle the regulatory authority required to achieve the organic waste disposal reduction targets and establishes an additional target that not less than 20% of currently disposed edible food is recovered for human consumption by 2025.

*Senate Bill 32 (2016)*

The California Global Warming Solutions Act of 2006 (SB 32) expands upon AB 32 to reduce greenhouse gas (GHG) emissions. SB 32 requires CARB to reduce greenhouse gas emissions to 40% below the 1990 levels by 2030. This bill gives CARB the authority to adopt regulations to utilize the maximum technology feasible to be cost-efficient when reducing greenhouse gas emissions. They are also required to meet these goals in such a way that benefits the state's most disadvantaged communities as they are disproportionately impacted by the effects of climate change, such as drought and flooding. SB 32 does not state how California will or should reach emission reduction targets; rather, it leaves it up to CARB to adopt rules and regulations in an open public process to achieve technologically feasible and cost-effective greenhouse gas emissions reductions.

*Senate Bill 1440 (2018)*

Existing law requires state agencies to consider and, as appropriate, adopt policies and incentives to significantly increase the sustainable production and use of renewable gas. SB 1440 would require the CPUC, in consultation with CARB, to consider adopting specific biomethane procurement targets or goals for each gas corporation. The bill would require the CPUC to take certain actions in regard to the development of the targets or goals and the procurement of biomethane to meet those targets or goals.

*Senate Bill 1477 (2018)*

SB 1477 would require the CPUC to develop and supervise two incentive programs aimed at reducing emissions from buildings. One, the Technology and Equipment for Clean Heating (TECH) Initiative, will require gas corporations to advance the state's market for low-emission space and water heating equipment for new and existing residential buildings. The CPUC must identify and target key low-emission space and water heating equipment technologies, develop guidelines and evaluation metrics, implement outreach strategies for hard-to-reach customers, and provide job training and employment opportunities in supervising the administration of

the TECH Initiative. The second, the Building Initiative for Low-Emissions Development (BUILD) Program, requires gas corporations to provide incentives to eligible applicants for the deployment of near-zero-emission building technologies to significantly reduce the emissions of greenhouse gases from buildings. This bill also requires the CPUC to annually allocate \$50,000,000 of the revenues received by a gas corporation towards the TECH Initiative and the BUILD Program.

# SECTION 4: EVALUATION OF COVINA'S 2012 EAP GOALS

## *Evaluation of 2012 EAP's Reduction Targets*

As of 2006, the City of Covina, by means of its municipal operations, consumed 4,526,072 kWh per year annually. Through Covina's membership in the SGVEWP, the City is also a participant in SCE's Energy Leader Partnership program. This ELP program recognizes cities for increasing their energy efficiency in municipal facilities, and provides tiered incentives benefits for future energy efficiency projects. The ELP program has four tiers: Value, Silver, Gold, and Platinum. To advance up to higher tier levels, in addition to completing long-term strategic planning activities, participating in demand response programs, and conducting community marketing and outreach related to energy efficiency, the City must reduce its electricity consumption at municipal facilities and achieve energy savings.

In the 2012 Energy Action Plan, the City of Covina identified a pragmatic and achievable electricity savings goal which was based off a baseline of its municipal energy consumption from calendar year 2006. This goal was to reduce electricity use at municipal facilities by 3% below baseline 2006 levels, which, again, was 4,526,072 kWh. As of Quarter 1 of calendar year 2019, the City of Covina significantly surpassed its previous EAP electricity reduction targets goal, as the City has achieved an electricity savings of 39.29%, or 1,778,323 kWh. This outstanding achievement has enabled the City of Covina to be promoted to the Platinum Level of the SCE ELP program, which the City was recognized for during a presentation to its City Council in November 2018.

2012 Energy Action Plan Municipal Reduction Target	Target Completed	In Progress	Not Completed	Not Feasible
<b>Reduce</b> electricity use at municipal facilities 3% below baseline 2006 levels (equivalent to a 10% reduction below 2004 levels).	X			

It should be noted that the City of Covina's 2012 EAP reduction target goal did not include or consider natural gas savings.

*Evaluation of 2012 EAP's Long Term Municipal Policies*

With the objective and purpose of achieving energy reduction and enhanced sustainability in its municipal operations, both at municipal-owned buildings and water pumping facilities, the City of Covina drafted ambitious and aspiring custom goals for the City to work to achieve. These goals are enumerated in the City's 2012 Energy Action Plan. Meeting these goals would enable the City to fill a leadership role in the San Gabriel Valley community and set a positive example in the field of sustainability for other municipalities in the region. To achieve each overarching goal, the City crafted interdisciplinary and concise policies to act upon. Moreover, pursuant to each municipal EAP policy, the City laid out sets of actions to use as guidance to successfully follow through on the respective corresponding policy.

The City has been reviewing the progress that it has made in completing these actions, meeting the corresponding policy, and fulfilling the sustainability goals. The City is solely reviewing the goals from the 2012 EAP which concern municipal operations, and not community operations. The progress that the City of Covina has made in satisfying these goals are outlined in the following sections.

**Goal 7: Optimize energy performance with a focus on maximizing cost savings and operational efficiencies of City facilities and infrastructure.**

**Policy 7.1:** Integrate energy management practices into daily operations.

Actions for Policy 7.1:	Action Completed	In Progress	Not Completed	Not Feasible
<p><b>The City</b> will work with the SGVCOG to prepare an energy information display that highlights how residents and businesses can improve energy efficiency. The display would be intended for use at community events and City facilities as appropriate, such as City Hall.</p>	X			
<p><b>Conduct</b> energy benchmarking on a regular basis, utilizing the automated features in Energy Star's Portfolio Manager, and share results and improvements through the City's website and City publications.</p>			X	

<p><b>Participate</b> in the SGVCOG’s utility manager program, the Enterprise Energy Management Information System, to track energy use and identify cost-saving opportunities through sub-metering and energy management.</p>	X			
<p><b>Upgrade</b> office equipment and appliances to Energy Star or other energy-efficient models. Opportunities exist to improve office equipment at City Hall and kitchen appliances at the Public Works Yard.</p>	X			

In the years following 2012, the City of Covina has worked to have an energy information display in a public-facing area of the City Hall, adjacent to the Public Works Department’s offices. Examples of the energy information which have been displayed publicly include energy savings tips that have been drafted by the City of Covina, and literature and pamphlets from the IOUs, such as SCE and SoCalGas. This literature includes information about both rebates and incentives information for energy efficiency projects, as well as sustainability tips and suggested actions. Moreover, the City of Covina has worked with the SGVCOG to make sure the SGVCOG, which implements the SGVEWP, has a presence at community events. At community events, the SGVCOG shares information about energy efficiency, financing, and the SGVEWP’s municipal, residential, and business programs and offerings.

Pertaining to energy benchmarking, this exercise would enable City of Covina to track the energy consumption of its municipal facilities and compare the energy performance of its facilities with similar facilities throughout the region. Benchmarking provides an apples-to-apples energy demand and performance evaluation and would enable the City to identify poorly performing buildings from an energy efficiency standpoint, which would then inform the City about facilities to target for energy efficiency projects. As part of this EAP Update, the City of Covina has conducted an energy benchmarking exercise for its properties. Additionally, during the summer of 2018, the City conducted energy audits at 33 of its facilities; this resulted in a better understanding of site-specific consumption and generated a record of potential efficiency projects. As mentioned in Section 4, the City of Covina complies with the new AB 802 regulations that were passed by the California Legislature and benchmarks any existing City facilities with a gross floor area of 50,000 square feet or higher.

The City of Covina does currently participate in the County of Los Angeles’ Enterprise Energy Management Information System (EEMIS), which means that the City’s SCE accounts are connected to, and are updated to, the EEMIS website database system. The purpose of EEMIS is to provide a feasible and easy way by which to access, monitor, and analyze building energy usage for municipalities. Similar to benchmarking on ENERGY STAR Portfolio

Manager, tracking energy usage data on EEMIS can also enable the City of Covina to make informed decisions pertaining to energy efficiency actions for its underperforming facilities.

Additionally, the City has taken steps to upgrade its office equipment, appliances, and electronics to EnergyStar or less energy-intensive models. It usually only purchases EnergyStar models when equipment must be bought new or for the purposes of replacing an older, less efficient appliance.

**Policy 7.2:** Expand the City’s energy-efficient procurement policy and operational procedures to maximize the efficiency of City property, save costs, and reduce maintenance.

Actions for Policy 7.2:	Action Completed	In Progress	Not Completed	Not Feasible
<b>Implement</b> the City’s adopted Environmentally Preferable Purchasing Policy to guide each department to consider energy efficiency and long-term operation and maintenance costs in the procurement process.			X	
<b>Work</b> with the SGVCOG and regional partners to reduce the costs of energy-efficient appliances and equipment through bulk purchases.	X			
<b>Adopt</b> new operational procedures to require energy efficiency considerations during daily maintenance and facility operations, such as roof and traffic signal replacements.	X			
<b>During</b> preparation of the Capital Improvement Program, assess opportunities to integrate cost-effective energy efficiency projects into other budgeted efforts, as budgets and projects allow.	X			

The City of Covina does have an internal short-term policy pertaining to purchases of energy-efficient appliances and equipment in bulk to reduce costs and gain a more sound return on investment.

Also, the City has been cognizant of applying energy efficiency operational procedures. The City’s Public Works Department and maintenance staff considers sustainability factors,

particularly whenever maintenance is required for roofing, insulation, or building envelope repairs. The City also aims to replace faulty traffic signals with LED signal bulbs.

**Policy 7.3:** Maximize the energy efficiency of existing and planned facilities.

Actions for Policy 7.3:	Action Completed	In Progress	Not Completed	Not Feasible
<b>Prioritize</b> the replacement of the Joslyn Center auditorium roof for energy efficiency improvements through the Capital Improvement Program as funding becomes available.				X
<b>Identify</b> opportunities to replace existing roofs with cool roofs, as funding allows, for facilities such as City Hall.		X		
<b>Investigate</b> the feasibility of optimizing heating and cooling systems for facilities, such as the installation of programmable thermostats.	X			
<b>Upon</b> availability of funding for new facilities, rely on resources provided by Southern California Edison's Savings by Design program to maximize the energy efficiency of new facilities and achieve financial incentives.	X			
<b>Use</b> audits of City facilities to create a prioritized list of energy efficiency improvements, ranked based on payback period and potential to reduce maintenance costs.	X			
<b>Enhance</b> the efficiency of the building envelope at City Hall. Priority actions include the replacement of single-pane windows with double-pane models or the addition of window coverings or film, the addition of an airlock to front doors, and the installation of a new roof. There may also be the potential to replace the older elevator with more a more energy-efficient model.				X

<b>Maximize</b> energy efficiency at the City Library, including the replacement of inefficient, single-pane windows with double-pane or more efficient models.			X	
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The City of Covina is currently in the process of constructing a Senior and Community Center at the City’s Kelby Park. This new community facility is a replacement of the Joslyn Center, and is expected to open in the latter portion of 2019. The City has considered energy efficiency and savings by design measures when constructing this new municipal facility.

Additionally, the City has taken steps since 2012 to investigate the feasibility of optimizing heating and cooling systems for facilities and to understand which energy efficiency measures might be necessary for its HVAC systems at City-owned facilities. In fact, these initiatives led to the City implementing and completing two HVAC-related projects in the Spring of 2015 at two of its properties. In 2018, the HVAC unit serving the second floor of City Hall was replaced with an energy efficient model. Moreover, the City has also conducted audits at City facilities to better understand the energy needs, consumption, and idiosyncrasies at some of its properties. This has consequently led to the City executing at least 18 energy efficiency projects which were coordinated with SCE and SoCalGas since 2012.

Moreover, the City of Covina recognizes that the roof of the City Hall is an issue, and it has considered possibilities to enhance and strengthen the building envelope and better insulate it. Building envelope measures include: Upgrading windows, improving insulation to higher R-values, and sealing up doorways. The City wants to ensure that any upgrades to this older facility would be compatible with the structure. This project was added to the CIP in 2017, and it is projected to be completed when funding permits.

**Policy 7.4:** Identify long-term options to replace City equipment and heating, ventilation, and air conditioning (HVAC) systems with models that yield lower operational costs.

<b>Actions for Policy 7.4:</b>	<b>Action Completed</b>	<b>In Progress</b>	<b>Not Completed</b>	<b>Not Feasible</b>
<b>Upgrade</b> the HVAC system at the library to meet the needs of the current office layout and maximize efficiency.			X	
<b>Replace</b> the HVAC controls and improve HVAC systems at City Hall to better balance airflow circulation and increase system efficiency.	X			



<b>Improve</b> the HVAC system at the Police and Fire Station with more efficient models.	X			
<b>Monitor</b> long-term opportunities for cost-effective bulk purchasing of duct and insulation equipment or programmable thermostats for HVAC systems.	X			
<b>Work</b> with the San Gabriel Valley Energy Leader Partnership to secure regional or state funding for the replacement of HVAC equipment.	X			

The City of Covina, since the year 2012, has been able to follow through on two key action items that fulfill Policy 7.4. These include improving the HVAC system at the Police Station with measures that will improve the system’s efficiency and reduce its energy demand. Through the structure of the SGVEWP, the City was also able to secure incentives through SCE to reduce the financial burden on the City associated with implementing this project. Additionally, the City is in the process of considering steps it can take to further improve or replace the HVAC controls and systems at City Hall, though since the building is older, any changes will need to be compatible with the building.

**Policy 7.5:** Enhance the efficiency of outdoor and indoor lighting.

<b>Actions for Policy 7.5:</b>	<b>Action Completed</b>	<b>In Progress</b>	<b>Not Completed</b>	<b>Not Feasible</b>
<b>Continue</b> replacement of traffic signal lights with LEDs.	X			
<b>Replace</b> illuminated street signs with reflective signage or lighting that is more efficient.	X			
<b>Install</b> motion sensors on indoor lighting systems without controls, including motion sensors in offices at the Public Works Yard, and exterior lights and catwalks at the Public Works Yard, City Hall, and the library.		X		

<b>At Hollenbeck Park</b> and city baseball fields, add timer systems to ball field lights and upgrade exterior lighting and bathroom lights.	X			
<b>Investigate</b> long-term opportunities to upgrade ball field lighting to LED or other energy-efficient models.	X			

Overall, the City of Covina has followed through on enhancing the efficiency of its municipal outdoor and indoor lighting. The City has replaced illuminated street signs with reflective signage. Covina has also taken action to upgrade some exterior lighting and add timer systems, specifically at parks and fields; plus, the City is looking into long-term, sustainable opportunities to continue upgrading outdoor lighting to LED models. To date, approximately 10 lights have been upgraded to LED technology in key areas of Hollenbeck Park, Wingate Park, and Covina Park. The replacement project will continue City-wide to increase both park safety and energy efficiency. Outdoor lighting timers are adjusted on an ongoing basis to avoid the use of lighting during daylight hours. The City is aware that the switch and transition of peak demand rates and hours implemented by SCE in June 2019 may impact lighting costs and operations.

While the City has investigated the possibility of moving forward with continued replacement of traffic signal lights and install more motion sensors for lighting systems, the City will have to do more studying to look into the feasibility of those two action items.

During 2015 to 2017, all street lights throughout the City were retrofitted to LED lighting. The City’s network of street lights includes 3,443 light poles. Only 43 decorative light poles were not retrofitted to LED, as they are not compatible with the technology.

**Policy 7.6:** Continue smart accounting practices to track energy savings and facilitate analysis of energy-saving benefits.

<b>Actions for Policy 7.6:</b>	<b>Action Completed</b>	<b>In Progress</b>	<b>Not Completed</b>	<b>Not Feasible</b>
<b>Continue</b> to track energy efficiency activity across all government accounts using a separate project accounting code.			X	X

<p><b>Designate</b> a Public Works staff member to complete a staff report on the costs and benefits of all energy efficiency projects on a biannual basis. The purpose of this report will be to share with decision-makers and City management the financial impact and operational savings achieved through energy efficiency.</p>		X		
<p><b>Regularly</b> promote the energy efficiency benefits of projects at staff events to department heads, facilities and maintenance staff, and other relevant city staff.</p>	X			

The City of Covina has completed actions pertaining to Policy 7.6 where it has been feasible to do so. The City is cognizant of, and prioritizes, the importance of applying energy efficient practices at the municipal level, in order to be a regional leader, which is why the City does promotes and discusses energy efficiency benefits of projects with city leaders and department heads.

The City also has a staff member who is designated to make sure that the City is in communication with the SGVCOG, the SGVEWP, the IOUs, and the SoCalREN to stay up-to-date on energy efficiency project opportunities and financing options. Moreover, the City does not utilize a separate project accounting code to track energy efficiency activity.

**Policy 7.7:** Conserve water use at City facilities to conserve electricity and model best practices to the community.

<b>Actions for Policy 7.7:</b>	<b>Action Completed</b>	<b>Not Completed</b>	<b>Not Feasible</b>
<p><b>Promote</b> model water conservation efforts at existing City facilities, including the drought-tolerant landscaping at Heritage Park and conversion of the City Yard to drip system irrigation.</p>	X		
<p><b>Implement</b> long-term plans to convert existing landscaping along Grand Avenue to a drought-tolerant landscape with drip irrigation.</p>	X		
<p><b>Identify</b> opportunities to install irrigation controls at landscaped city facilities.</p>	X		

<b>Consider</b> replacement of lawns at City facilities and parks with artificial turf or drought-tolerant landscaping.	X		
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The City of Covina has prioritized and focused on reducing its dependency on water on its City properties by installing landscaping with more drought-tolerant foliage, drip irrigation, and mulch at key properties. In 2017, the City retrofitted seven of its large landscapes with water efficient irrigation systems through a program offered by the Upper San Gabriel Valley Municipal Water District. Moreover, the City of Covina has also completed at least two water pump retrofit projects since 2012 at municipal pumping stations.

**Policy 7.8:** Work with the SGVCOG and regional partners to create an energy management position to track energy use at City facilities, identify opportunities for efficiencies and cost savings, and implement energy efficiency projects.

<b>Actions for Policy 7.8:</b>	<b>Action Completed</b>	<b>Not Completed</b>	<b>Not Feasible</b>
<b>Continue</b> to support City staff participation in regional planning efforts and trainings related to energy efficiency.	X		
<b>Encourage</b> creation of a regional energy manager position to coordinate the City of Covina’s efficiency efforts and help departments implement energy-reduction activities.			X

The City of Covina is one of the most active cities in the San Gabriel Valley Energy Wise Partnership since it has a designated staff member who stays engaged in energy efficiency planning and training activities. This staff member, the City’s “Energy Champion,” coordinates with the SGVCOG, the SGVEWP, the IOUs (SCE and SoCalGas), and the SoCalREN to work in a collaborative manner to identify energy efficiency project opportunities and secure incentives (express or customized) and rebates.

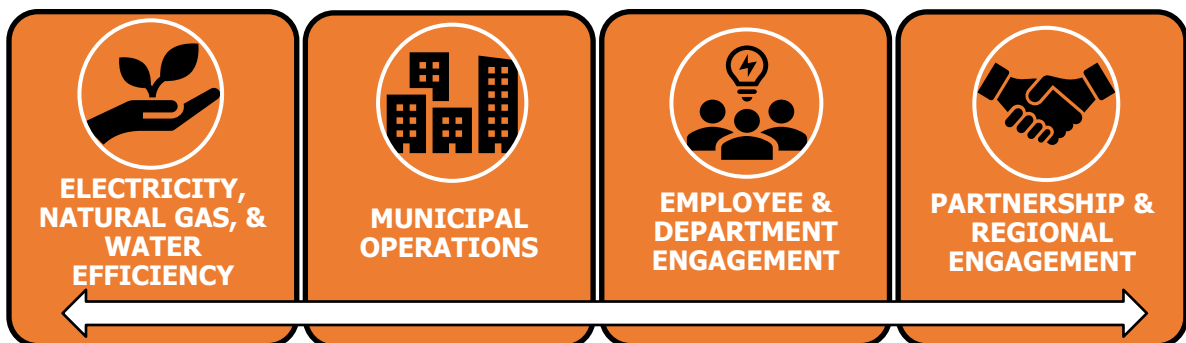
# SECTION 5: 2019 REVISED REDUCTION TARGETS

Based on the evaluation of the original Energy Action Plan’s reduction targets, the City of Covina has outlined the following targets to further showcase its commitment to energy conservation:

- Reduce electricity usage by 137,388 kWh (5% below 2018 levels) by 2023
- Reduce gas usage by 2,052 therms (5% below 2018 levels) by 2023
- Complete three (3) energy efficiency projects by 2023

## *Revised Strategy Structure*

To achieve the reduction targets outlined above, the City of Covina will need to implement energy efficiency actions set forth within this document. The City’s strategy is structured around four key strategy topics, which include:



Each strategic topic includes corresponding actions, policies, and goals that are required for successful implementation. A goal is the desired or expected outcome related to energy conservation. Each goal corresponds to one of the identified strategic topics. Within each goal, a policy is identified to guide decision-making and showcase a commitment to achieve specified outcomes of the goal. Within each policy, an action is identified to achieve the energy reductions of a policy. These actions may provide steps or opportunities to increase the energy reduction potential of a policy.

## *Revised Municipal Energy Efficiency Policies and Actions*

The following goals, policies, and actions are aimed to reduce energy use within the City of Covina’s municipal facilities. By implementing these policies and actions, the City will reduce electricity and gas use by 5% below 2018 levels by 2023 and support the State’s ambitious greenhouse gas emissions reduction targets.

## 5.1: Policy Recommendations

### GOAL 1: Maximize energy efficiency at existing City facilities and infrastructure

*Policy 1.1: Utilize benchmarking data to identify possible energy efficiency projects at existing City facilities and support the efforts to achieve reduction targets by monitoring and reporting.*

#### Action Items

- Identify a staff member or an entity to monitor and review benchmarking data quarterly.
- Train City staff on using the Enterprise Energy Management Information systems (EEMIS) to benchmark existing facilities.
- Update City facilities' information on the Energy Star Management Portfolio and EEMIS as needed.
- Meet with relevant City departments to review benchmarking reports and discuss the facilities with higher energy usage for potential energy efficiency practices, retrofits, or upgrades.

*Policy 1.2: Enhance the energy efficiency of City buildings and structures through retrofits.*

#### Action Items

- Identify opportunities to replace existing roofs with cool roofs, as funding allows, for facilities such as the City Hall and the Public Works Department.
- Increase the Energy Star score of the City Hall to 75.
- Upgrade and purchase energy-efficient appliances, as needed.
- Conduct audits at City facilities with EUI scores that are higher than the national median, such as the Recreation Hall, Public Works Building, and Police Department.
- Continue to assess and identify potential energy efficiency projects at existing City facilities through analyzing quarterly benchmarking reports.
- Enhance the efficiency of indoor and outdoor lighting.

*Policy 1.3: Establish, maintain, and update a plan to secure additional funding for energy efficiency projects.*

#### Action Items

- Include energy efficiency projects during any budget preparation for City departments, as needed.

- Work with regional partners and utility companies to identify programs that can help secure funding for energy efficiency or retrofitting projects, including on-bill financing, direct install, rebate, mid-stream, and SoCalREN incentive programs.

*Policy 1.4: Monitor, evaluate, and update the Energy Action Plan on a continuing basis.*

Action Items

- Identify a designee to work with regional entities, such as the SGVCOG or SoCalREN, to monitor, evaluate, and update the Energy Action Plan on a continuing basis.
- Provide a report to City Council and City Manager regarding the status and progress of fulfilling the Energy Action Plan goals and actions, as needed.

*Policy 1.5: Become a water conservation leader in the San Gabriel Valley and lead other municipalities by example.*

Action Items

- Install water-efficient landscaping in new street medians or newly-remodeled street medians.
- Install water-efficient irrigation systems in new or remodeled landscapes.
- Replace existing water fixtures with water-efficiency fixtures at City facilities.
- Install rain barrels and gutters in applicable City facilities.
- Follow City & State-imposed water conservation requirements and avoid wasteful water practices.

*Policy 1.6: Incorporate energy efficiency as a key element in designing and building new City structures and facilities.*

Action Items

- Act as a model for the design and operation of civic buildings to be LEED-certified.
- Participate in the Savings By Design Program and consult with SCE and the SoCalREN when planning to build new municipal structures and/or facilities.

**GOAL 2: Ensure that energy efficiency practices are incorporated into municipal operations.**

*Policy 2.1: Work with the City Council to include energy efficiency updates and topics when updating the City's General Plan, codes, policies, and Strategic Plan.*

Action Items

- Include an energy conservation/efficiency element in the next General Plan update.

*Policy 2.2: Develop a plan to effectively adjust City facilities' energy usage to accommodate any switches or changes in peak demand rates and hours.*

Action Items

- Analyze the effects of peak demand rate/hour changes on City facilities and adjust energy usage, parking lights, and water pumping accordingly.
- Communicate with key operations staff regarding the changes in peak demand rates and hours.

*Policy 2.3: Track energy savings and facilitate analysis of energy-saving benefits.*

Action Items

- Work with respective utility companies to ensure that the municipal facilities' metering addresses are accurate and up-to-date.
- Designate a staff member to work with the SoCalREN to complete an energy savings report on the costs and benefits of all energy efficiency projects on an annual basis.
- Provide a report to be shared with decision-makers and City staff regarding the financial impact and operational savings achieved through energy efficiency, as needed.

*Policy 2.4: Track federal and state energy policies and work with City departments to adhere to any new energy efficiency mandates.*

Action Items

- Identify a staff member to work with a regional entity, such as the SGVCOG or SoCalREN, to track energy policies on a continuous basis.
- Provide a report to each City department regarding any new energy mandates from the federal or state governments, as needed.
- Attend Title 24, Title 20, and other relevant policy workshops hosted by the SGVCOG, SCE, SoCalGas, or the SoCalREN, as needed.

**GOAL 3: Maximize City staff's energy efficiency awareness and involve the City's employees and elected officials to promote energy efficiency.**

*Policy 3.1: Lead by example by expanding city staff education programs and integrating energy management practices into daily operation.*



### Action Items

- Place energy conservation signage in buildings with EUI scores that are higher than the national median.
- Invite city councilmembers to host “energy efficiency” brown bag luncheons at least once a year to solicit feedback from city employees on how the City can save energy at facilities.
- Utilize Public Works staff meetings to discuss water conservation practices that may be implemented in City facilities.

### **GOAL 4: Demonstrate a commitment to realizing the Energy Action Plan goals through creative, equitable, and coordinated partnerships.**

*Policy 4.1: Maximize the benefits from regional partners to enhance energy efficiency projects at the City.*

### Action Items

- Designate a City staff member to attend each of the Partnership’s City Staff Energy Work Group meetings.
- Designate a City staff or councilmember to serve on, and continue to engage with the SGVCOG’s Energy, Environment, and Natural Resource (EENR) Committee, Public Works Technical Advisory Committee (TAC), Water Committee, Planners TAC, or any other committees or task forces that are related to energy efficiency.
- Attend at least two trainings hosted by SCE, SoCalGas, and SoCalREN every year.
- Send City staff to attend the SCE/SoCalGas All-Partners Meeting and the annual Statewide Energy Efficiency Collaborative (SEEC) Forum.
- Host annual meetings with the SGVCOG, SCE, SoCalGas, and SoCalREN to discuss possible energy efficiency projects that can be implemented in City facilities.

These actions identify a path for the City of Covina to achieve the municipal electricity and natural gas reduction targets that this updated EAP sets forth.

# SECTION 6: ENERGY EFFICIENCY PROJECTS

## *Past Projects*

Since the City's original EAP was drafted in 2012, this report enumerates energy efficiency projects which have been completed since 2012, in order to highlight the progress that the City has made in implementing energy efficiency projects.

Reporting / ASR Date	Description	Incentive	kWh
FY 2018-2019	Covina Park Pool Heater Project	\$5,000	N/A
7/11/2018	Option E Streetlights	\$387,166.03	773,178
1/23/2018	Mid-stream Point of Purchase Incentive Program	\$28	121.95
5/5/2016	Covina Municipal Project	\$61,798.66	441,419
4/28/2016	Metrolink Parking Lot and Station	\$2,812.60	20,090
12/9/2015	Cobraheads - Multi-Site	\$3,989.30	28,495
6/18/2015	HVAC Program	\$5,313	4,484.17
5/28/2015	Hollenbeck RCx	\$5,000	36,221
5/26/2015	HVAC Program	\$28,336	39,167.44
11/21/2014	Police Department RCx	\$580	4,807.09
1/13/2014	Lighting UPG Project	\$3,315.87	20,617
12/12/2013	Cypress Pump VFD	\$12,509.54	68,761
12/6/2013	Forestdale Pump VFD (Rev)	\$5,970.74	39,341
9/21/2012	Covina Municipal Project	\$6,793.04	64,463
9/14/2012	Water Plant, Zone 4, BST #2	\$851.88	4,874
5/30/2012	Downtown Parking Structure Lighting	\$1,239.09	9,302.90
4/24/2012	City Hall Server Virtualization	\$4,910.88	37,374
4/24/2012	Pool Pump VFD	\$3,546.87	29,557
3/29/2012	Plug Load Occupancy Sensor	\$1,590	15,192.50

### *Ongoing Projects*

Currently, the City of Covina is constructing a new senior center facility at the site of the former Joslyn Center on Barranca Avenue. The City will work with the IOUs to try to incorporate Savings by Design measures within the facility as it is being constructed.

### *Future Planned Projects*

Recently, the City of Covina's Public Works Department has discussed and studied the potential of doing the following projects:

- ❖ Building envelope retrofits at the City Hall
- ❖ Energy efficiency measures at the new senior center
- ❖ Covina Transitional House: HVAC replacement in FY 2021
- ❖ An HVAC upgrade for the City Council Chambers

Moreover, the City of Covina also plans to install an electric vehicle (EV) charger at its Public Works City Yard.

Additionally, the City of Covina should assess the potential for completing energy efficiency retrofit projects at the municipal facilities that have Site EUI benchmarking scores higher than the national median:

- ❖ Covina Park Recreation Hall
- ❖ Covina Public Works Facility
- ❖ Covina Police Department

The City of Covina plans to release the latest version of its Capital Improvement Program (CIP), which is a projection of the City's future investments in capital projects. The CIP enables the City to project and prioritize project costs and funding sources. The CIP is expected to include priority energy-saving projects at municipal facilities.

## SECTION 7: CONCLUSION

The City of Covina strives to reduce greenhouse gas emissions in municipal buildings and facilities. This can be shown by the City's initiative to include energy conservation and water conservation goals and actions in its most recent General Plan update. By completing the energy efficiency actions and projects that are mentioned in previous sections, the City can reach the reduction targets that are listed in this EAP Update.

To provide leverage in completing the energy efficiency actions and projects listed in this EAP Update, it is recommended for the Covina City Council to formally adopt this document. When presenting this document for formal adoption, it is important to acknowledge that this EAP Update is not binding on the City Council or the community. The actions and projects listed will be completed based on the feasibility of the City.

To effectively implement this EAP Update, this document should be evaluated and updated on a recurring basis. The City should continuously track energy use at existing facilities and add new facilities to the tracking system as needed. Additionally, energy use at each facility should be analyzed at least once a year to ensure that progress is being made to reach the stated reduction target. Furthermore, the City should pursue funding opportunities that can help implement energy efficiency projects that are costlier than others.

For the purpose of guiding the City to fulfill the energy efficiency reduction targets that were mentioned in this document, the City will strive to implement energy efficiency actions and projects through existing City planning documents, including the City's General Plan, Capital Improvement Plans, and City Ordinances.

All in all, the City of Covina is committed to demonstrating energy and water conservation leadership while protecting the overall health of its residents, which is why it recognizes and supports the importance of reducing greenhouse gas emissions and energy usage. By completing the actions and projects listed in this EAP and updating the document on a continuous basis, the City can maximize resources and serve as a model for the San Gabriel Valley community.

# APPENDICES

## ***Glossary of Key Terms***

### **California Public Utilities Commission (CPUC)**

A regulatory agency that regulates privately-owned public utilities in California, including electric power, telecommunications, natural gas, and water companies.

### **Energy Efficiency**

The concept of using less energy to provide and deliver the same amount of output and services.

### **Greenhouse Gas**

A gas that contributes to the greenhouse effect by absorbing infrared radiation. Four greenhouse gases that enter the atmosphere due to human activities include carbon dioxide, methane, nitrous oxide, and fluorinated gases.

### **Joint Powers Authority (JPA)**

A joint powers authority is an entity permitted under the laws of California, whereby two or more public agencies or authorities may jointly exercise any power common to all of them.

### **San Gabriel Valley Council of Governments (SGVCOG)**

A joint powers authority (JPA) of 30 incorporated cities, the unincorporated areas in the San Gabriel Valley, and 3 San Gabriel Valley Municipal Water Districts. The SGVCOG is the largest and most diverse sub-regional council of governments in the Los Angeles County. The SGVCOG serves as a regional voice for its member agencies and works to improve the quality of life for the more than 2 million residents living in the San Gabriel Valley. The SGVCOG works on issues of importance to its member agencies, including transportation, homelessness, the environment, and water.

### **San Gabriel Valley Energy Wise Partnership (SGVEWP)**

An energy partnership between the San Gabriel Valley Council of Governments, Southern California Edison, Southern California Gas Company, and 29 San Gabriel Valley cities to encourage energy savings in the region through energy efficiency projects, public education, and community outreach.

### **Southern California Edison (SCE)**

An investor-owned utility that serves as the primary electricity providers to the Southern California region, including the San Gabriel Valley.

### **Southern California Gas Company (SoCalGas)**

An investor-owned utility that serves as the primary provider of natural gas to the Southern California region, including the San Gabriel Valley.

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**CITY OF COVINA**  
**Checklist of Reduction Targets and Energy Efficiency Action Items**

**Reduction Targets**

Reduction Targets	Completed?
Reduce electricity usage by 137,388 kWh (5% below 2018 levels) by 2023.	
Reduce gas usage by 2,052 therms (5% below 2018 levels) by 2023.	
Complete three (3) energy efficiency projects by 2023.	

**Energy Efficiency Action Items**

**Goal 1: Maximize energy efficiency at existing City facilities and infrastructure.**

*Policy 1.1: Utilize benchmarking data to identify possible energy efficiency projects at existing City facilities and support the efforts to achieve reduction targets by monitoring and reporting.*

Action Items	Completed?
Identify a staff member or an entity to monitor and review benchmarking data quarterly.	
Train City staff on using the Enterprise Energy Management Information systems (EEMIS) to benchmark existing facilities.	
Update City facilities' information on the Energy Star Management Portfolio and EEMIS as needed.	
Meet with relevant City departments to review benchmarking reports and discuss the facilities with higher energy usage for potential energy efficiency practices, retrofits, or upgrades.	



*Policy 1.2: Enhance the energy efficiency of City buildings and structures through retrofits.*

Action Items	Completed?
Identify opportunities to replace existing roofs with cool roofs, as funding allows, for facilities such as the City Hall and the Public Works Department.	
Increase the Energy Star score of the Covina City Hall to 75.	
Upgrade and purchase energy-efficient appliances, as needed.	
Conduct audits at City facilities with EUI scores that are higher than the national median, such as the Recreation Hall, Public Works Building, and Police Department.	
Continue to assess and identify potential energy efficiency projects at existing City facilities through analyzing quarterly benchmarking reports.	
Enhance the efficiency of indoor and outdoor lighting.	

*Policy 1.3: Establish, maintain, and update a plan to secure additional funding for energy efficiency projects.*

Action Items	Completed?
Include energy efficiency projects during any budget preparation for City departments, as needed.	
Work with regional partners and utility companies to identify programs that can help secure funding for energy efficiency or retrofitting projects, including on-bill financing, direct install, rebate, mid-stream, and SoCalREN incentive programs.	

*Policy 1.4: Monitor, evaluate, and update the Energy Action Plan on a continuing basis.*

Action Items	Completed?
Identify a designee to work with regional entities, such as the SGVCOG or SoCalREN, to monitor, evaluate, and update the Energy Action Plan on a continuing basis.	
Provide a report to City Council and City Manager regarding the status and progress of fulfilling the Energy Action Plan goals and actions, as needed.	

*Policy 1.5: Become a water conservation leader in the San Gabriel Valley and lead other municipalities by example.*

Action Items	Completed?
Install water-efficient landscaping in new street medians or newly-remodeled street medians.	
Install water-efficiency irrigation systems in new or remodeled landscapes.	
Replace existing water fixtures with water-efficiency fixtures at City facilities.	
Install rain barrels and gutters in applicable City facilities.	
Follow City & State-imposed water conservation requirements and avoid wasteful water practices.	

*Policy 1.6: Incorporate energy efficiency as a key element in designing and building new City structures and facilities.*

Action Items	Completed?
Act as a model for the design and operation of civic buildings to be LEED-certified.	
Participate in the Savings By Design Program and consult with SCE and the SoCalREN when planning to build new municipal structures and/or facilities.	

**Goal 2: Ensure that energy efficiency practices are incorporated into municipal operations.**

*Policy 2.1: Work with the City Council to include energy efficiency updates and topics when updating the City's General Plan, codes, policies, and Strategic Plan.*

Action Items	Completed?
Include an energy conservation/efficiency element in the next General Plan update.	

*Policy 2.2: Develop a plan to effectively adjust City facilities' energy usage to accommodate any switches or changes in peak demand rates and hours.*

Action Items	Completed?
Analyze the effects of peak demand rate/hour changes on City facilities and adjust energy usage, parking lights, and water pumping accordingly.	
Communicate with key operations staff regarding the changes in peak demand rates and hours.	

*Policy 2.3: Track energy savings and facilitate analysis of energy-saving benefits.*

Action Items	Completed?
Work with respective utility companies to ensure that the municipal facilities' metering addresses are accurate and up-to-date.	
Designate a staff member to work with the SoCalREN to complete an energy savings report on the costs and benefits of all energy efficiency projects on an annual basis.	
Provide a report to be shared with decision-makers and City staff regarding the financial impact and operational savings achieved through energy efficiency, as needed.	

*Policy 2.4: Track federal and state energy policies and work with City departments to adhere to any new energy efficiency mandates.*

Action Items	Completed?
Identify a staff member to work with a regional entity, such as the SGVCOG and SoCalREN, to track energy policies on a continuing basis.	
Provide a report to each City department regarding any new energy mandates from the federal or state governments, as needed.	
Attend Title 24, Title 20, and other relevant policy workshops hosted by the SGVCOG, SCE, SoCalGas, or the SoCalREN, as needed.	

**Goal 3: Maximize City staff's energy efficiency awareness and involve the City's employees and elected officials to promote energy efficiency.**

*Policy 3.1: Lead by example by expanding city staff education programs and integrating energy management practices into daily operation.*

Action Items	Completed?
Place energy conservation signage in buildings with EUI scores that are higher than the national median.	
Invite city councilmembers to host “energy efficiency” brown bag luncheons at least once a year to solicit feedback from city employees on how the City can save energy at facilities.	
Utilize Public Works staff meetings to discuss water conservation practices that may be implemented in City facilities.	

**Goal 4: Demonstrate a commitment to realize the Energy Action Plan goals through creative, equitable, and coordinated partnerships.**

*Policy 4.1: Maximize the benefits from regional partners to enhance energy efficiency projects at the City.*

Action Items	Completed?
Designate a City staff to attend each of the Partnership's City Staff Energy Work Group.	
Designate a City staff or councilmember to serve on and continue to engage with the SGVCOG's Energy, Environment, and Natural Resource (EENR) Committee, Public Works Technical Advisory Committee (TAC), Water Committee, Planners TAC, or any other additional committees or task forces that are related to energy efficiency.	
Attend at least two trainings hosted by SCE, SoCalGas, and SoCalREN every year.	
Send City staff to attend the SCE/SoCalGas All-Partners Meeting and the annual Statewide Energy Efficiency Collaborative (SEEC) Forum.	
Host annual meetings with the SGVCOG, SCE, SoCalGas, and SoCalREN to discuss possible energy efficiency projects that can be implemented in City facilities.	



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# ENERGY STAR<sup>®</sup> Statement of Energy Performance

# 66

ENERGY STAR<sup>®</sup>  
Score<sup>1</sup>

## Covina City Hall

**Primary Property Type:** Office  
**Gross Floor Area (ft<sup>2</sup>):** 10,314  
**Built:** 1929

**For Year Ending:** April 30, 2019  
**Date Generated:** June 25, 2019

1. The ENERGY STAR score is a 1-100 assessment of a building's energy efficiency as compared with similar buildings nationwide, adjusting for climate and business activity.

### Property & Contact Information

**Property Address**

Covina City Hall  
125 E. College Street  
Covina, California 91723

**Property Owner**

\_\_\_\_\_  
,  
(\_\_\_\_)\_\_\_\_-\_\_\_\_

**Primary Contact**

\_\_\_\_\_  
,  
(\_\_\_\_)\_\_\_\_-\_\_\_\_  
\_\_\_\_\_

**Property ID:** 6024650

### Energy Consumption and Energy Use Intensity (EUI)

**Site EUI**

72.2 kBtu/ft<sup>2</sup>

**Annual Energy by Fuel**

Electric - Grid (kBtu) 745,007 (100%)

**National Median Comparison**

National Median Site EUI (kBtu/ft<sup>2</sup>) 85.3  
National Median Source EUI (kBtu/ft<sup>2</sup>) 238.7  
% Diff from National Median Source EUI -15%

**Source EUI**

202.3 kBtu/ft<sup>2</sup>

**Annual Emissions**

Greenhouse Gas Emissions (Metric Tons CO<sub>2</sub>e/year) 52

### Signature & Stamp of Verifying Professional

I \_\_\_\_\_ (Name) verify that the above information is true and correct to the best of my knowledge.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Licensed Professional**

\_\_\_\_\_  
,  
(\_\_\_\_)\_\_\_\_-\_\_\_\_  
\_\_\_\_\_



**Professional Engineer Stamp**  
(if applicable)



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# ENERGY STAR® Progress & Goals Report

# 66

ENERGY STAR®  
Score<sup>1</sup>

## Covina City Hall

**Primary Property Type:** Office  
**Gross Floor Area (ft²):** 10,314  
**Built:** 1929

**For Year Ending:** April 30, 2019  
**Date Generated:** June 25, 2019

**Property Address:**  
Covina City Hall  
125 E. College Street  
Covina, California 91723

**Property ID:** 6024650

1. The ENERGY STAR score is a 1-100 assessment of a building's energy efficiency as compared with similar buildings nationwide, adjusting for climate and business activity.

### Performance Comparison

	Progress			Performance Goals		
	Baseline (Ending Date 3/31/2018)	(Ending Date 4/30/2019)	% Change	Property's Target	National Median	ENERGY STAR Score of 75
ENERGY STAR Score	60	66	-10	N/A	50	75

#### Energy

Site EUI (kBtu/ft²)	77.1	72.2	-6.3	N/A	85.3	66.1
Source EUI (kBtu/ft²)	215.9	202.3	-6.3	N/A	238.7	185
Energy Cost (\$)	N/A	N/A	N/A	N/A	N/A	N/A
Energy Cost Intensity (¢)	N/A	N/A	N/A	N/A	N/A	N/A

#### Greenhouse Gas Emissions

Total GHG Emissions (Metric Tons CO2e)	56	52.5	-6.25	N/A	61.9	48
Total GHG Emissions Intensity (kgCO2e/ft²)	5.4	5.1	-6.25	N/A	6	4.7

#### Water

All Water Use (kgal)	N/A	N/A	N/A	*	*	*
Indoor Water Use (kgal)	N/A	N/A	N/A	*	*	*
Indoor Water Use Intensity (gal/ft²)	N/A	N/A	N/A	*	*	*
Total Water Cost (\$)	N/A	N/A	N/A	*	*	*

\*Setting and managing water targets is not yet available in Portfolio Manager.



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# ENERGY STAR<sup>®</sup> Statement of Energy Performance

# N/A

## Covina Public Library

**Primary Property Type:** Library  
**Gross Floor Area (ft<sup>2</sup>):** 21,676  
**Built:** 1962

ENERGY STAR<sup>®</sup>  
Score<sup>1</sup>

**For Year Ending:** January 31, 2019  
**Date Generated:** June 25, 2019

1. The ENERGY STAR score is a 1-100 assessment of a building's energy efficiency as compared with similar buildings nationwide, adjusting for climate and business activity.

### Property & Contact Information

**Property Address**

Covina Public Library  
234 N. 2nd Ave.  
Covina, California 91723

**Property Owner**

\_\_\_\_\_  
,  
(\_\_\_\_)\_\_\_\_-\_\_\_\_

**Primary Contact**

\_\_\_\_\_  
,  
(\_\_\_\_)\_\_\_\_-\_\_\_\_  
\_\_\_\_\_

**Property ID:** 6376887

### Energy Consumption and Energy Use Intensity (EUI)

**Site EUI**

37.6 kBtu/ft<sup>2</sup>

**Annual Energy by Fuel**

Natural Gas (kBtu) 65,800 (8%)  
Electric - Grid (kBtu) 748,364 (92%)

**National Median Comparison**

National Median Site EUI (kBtu/ft<sup>2</sup>) 54  
National Median Source EUI (kBtu/ft<sup>2</sup>) 143.6  
% Diff from National Median Source EUI -30%

**Source EUI**

99.9 kBtu/ft<sup>2</sup>

**Annual Emissions**

Greenhouse Gas Emissions (Metric Tons CO<sub>2</sub>e/year) 56

### Signature & Stamp of Verifying Professional

I \_\_\_\_\_ (Name) verify that the above information is true and correct to the best of my knowledge.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Licensed Professional**

\_\_\_\_\_  
,  
(\_\_\_\_)\_\_\_\_-\_\_\_\_  
\_\_\_\_\_



**Professional Engineer Stamp**  
(if applicable)



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# ENERGY STAR® Progress & Goals Report

# N/A

ENERGY STAR®  
Score<sup>1</sup>

## Covina Public Library

**Primary Property Type:** Library  
**Gross Floor Area (ft²):** 21,676  
**Built:** 1962

**Property Address:**  
Covina Public Library  
234 N. 2nd Ave.  
Covina, California 91723

**For Year Ending:** January 31, 2019  
**Date Generated:** June 25, 2019

**Property ID:** 6376887

1. The ENERGY STAR score is a 1-100 assessment of a building's energy efficiency as compared with similar buildings nationwide, adjusting for climate and business activity.

### Performance Comparison

	Progress			Performance Goals		
	Baseline (Ending Date 12/31/2018)	(Ending Date 1/31/2019)	% Change	Property's Target	National Median	ENERGY STAR Score of 75
ENERGY STAR Score	N/A	N/A	N/A	N/A	50	75
<b>Energy</b>						
Site EUI (kBtu/ft²)	36.4	37.6	3.1	N/A	54	N/A
Source EUI (kBtu/ft²)	98.8	99.9	1.1	N/A	143.6	N/A
Energy Cost (\$)	N/A	N/A	N/A	N/A	N/A	N/A
Energy Cost Intensity (¢)	N/A	N/A	N/A	N/A	N/A	N/A
<b>Greenhouse Gas Emissions</b>						
Total GHG Emissions (Metric Tons CO2e)	54.9	56.2	2.37	N/A	80.9	N/A
Total GHG Emissions Intensity (kgCO2e/ft²)	2.5	2.6	2.37	N/A	3.7	N/A
<b>Water</b>						
All Water Use (kgal)	N/A	N/A	N/A	*	*	*
Indoor Water Use (kgal)	N/A	N/A	N/A	*	*	*
Indoor Water Use Intensity (gal/ft²)	N/A	N/A	N/A	*	*	*
Total Water Cost (\$)	N/A	N/A	N/A	*	*	*

\*Setting and managing water targets is not yet available in Portfolio Manager.





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# ENERGY STAR<sup>®</sup> Statement of Energy Performance

# N/A

## Covina Park and Recreation Department Building (Hollenbeck Park)

**Primary Property Type:** Other - Recreation  
**Gross Floor Area (ft<sup>2</sup>):** 7,500  
**Built:** 1990

**ENERGY STAR<sup>®</sup>**  
**Score<sup>1</sup>**

**For Year Ending:** January 31, 2019  
**Date Generated:** June 25, 2019

1. The ENERGY STAR score is a 1-100 assessment of a building's energy efficiency as compared with similar buildings nationwide, adjusting for climate and business activity.

### Property & Contact Information

**Property Address**

Covina Park and Recreation Department Building (Hollenbeck Park)  
1250 N. Hollenbeck Avenue  
Covina, California 91722

**Property Owner**

\_\_\_\_\_  
,  
(\_\_\_\_)\_\_\_\_-\_\_\_\_

**Primary Contact**

\_\_\_\_\_  
,  
(\_\_\_\_)\_\_\_\_-\_\_\_\_  
\_\_\_\_\_

**Property ID:** 6724555

### Energy Consumption and Energy Use Intensity (EUI)

**Site EUI**

32.6 kBtu/ft<sup>2</sup>

**Annual Energy by Fuel**

Natural Gas (kBtu)	18,300 (8%)
Electric - Grid (kBtu)	226,294 (92%)

**National Median Comparison**

National Median Site EUI (kBtu/ft <sup>2</sup> )	42
National Median Source EUI (kBtu/ft <sup>2</sup> )	112
% Diff from National Median Source EUI	-22%

**Source EUI**

87 kBtu/ft<sup>2</sup>

**Annual Emissions**

Greenhouse Gas Emissions (Metric Tons CO <sub>2</sub> e/year)	17
---	----

### Signature & Stamp of Verifying Professional

I \_\_\_\_\_ (Name) verify that the above information is true and correct to the best of my knowledge.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Licensed Professional**

\_\_\_\_\_  
,  
(\_\_\_\_)\_\_\_\_-\_\_\_\_  
\_\_\_\_\_



**Professional Engineer Stamp**  
(if applicable)



# ENERGY STAR<sup>®</sup> Progress & Goals Report

LEARN MORE AT  
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# N/A

## Covina Park and Recreation Department Building (Hollenbeck Park)

**Property Address:**

Covina Park and Recreation Department Building  
(Hollenbeck Park)  
1250 N. Hollenbeck Avenue  
Covina, California 91722

**ENERGY STAR<sup>®</sup>  
Score<sup>1</sup>**

**Primary Property Type:** Other - Recreation  
**Gross Floor Area (ft<sup>2</sup>):** 7,500  
**Built:** 1990

**Property ID:** 6724555

**For Year Ending:** January 31, 2019  
**Date Generated:** June 25, 2019

1. The ENERGY STAR score is a 1-100 assessment of a building's energy efficiency as compared with similar buildings nationwide, adjusting for climate and business activity.

### Performance Comparison

	Progress			Performance Goals		
	Baseline (Ending Date 12/31/2018)	(Ending Date 1/31/2019)	% Change	Property's Target	National Median	ENERGY STAR Score of 75
ENERGY STAR Score	N/A	N/A	N/A	N/A	50	75
<b>Energy</b>						
Site EUI (kBtu/ft <sup>2</sup> )	32.5	32.6	0.4	N/A	42	N/A
Source EUI (kBtu/ft <sup>2</sup> )	86.9	87	0.2	N/A	112	N/A
Energy Cost (\$)	N/A	N/A	N/A	N/A	N/A	N/A
Energy Cost Intensity (¢)	N/A	N/A	N/A	N/A	N/A	N/A
<b>Greenhouse Gas Emissions</b>						
Total GHG Emissions (Metric Tons CO <sub>2</sub> e)	16.9	16.9	0	N/A	21.8	N/A
Total GHG Emissions Intensity (kgCO <sub>2</sub> e/ft <sup>2</sup> )	2.2	2.3	0	N/A	2.9	N/A
<b>Water</b>						
All Water Use (kgal)	N/A	N/A	N/A	*	*	*
Indoor Water Use (kgal)	N/A	N/A	N/A	*	*	*
Indoor Water Use Intensity (gal/ft <sup>2</sup> )	N/A	N/A	N/A	*	*	*
Total Water Cost (\$)	N/A	N/A	N/A	*	*	*

\*Setting and managing water targets is not yet available in Portfolio Manager.



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# ENERGY STAR<sup>®</sup> Statement of Energy Performance

# N/A

## Covina Police Department

**Primary Property Type:** Police Station  
**Gross Floor Area (ft<sup>2</sup>):** 17,986  
**Built:** 1974

ENERGY STAR<sup>®</sup>  
Score<sup>1</sup>

**For Year Ending:** May 31, 2019  
**Date Generated:** June 25, 2019

1. The ENERGY STAR score is a 1-100 assessment of a building's energy efficiency as compared with similar buildings nationwide, adjusting for climate and business activity.

### Property & Contact Information

**Property Address**

Covina Police Department  
444 N. Citrus Avenue  
Covina, California 91723

**Property Owner**

\_\_\_\_\_  
,  
(\_\_\_\_)\_\_\_\_-\_\_\_\_

**Primary Contact**

\_\_\_\_\_  
,  
(\_\_\_\_)\_\_\_\_-\_\_\_\_  
\_\_\_\_\_

**Property ID:** 6376905

### Energy Consumption and Energy Use Intensity (EUI)

**Site EUI**

122.3 kBtu/ft<sup>2</sup>

**Annual Energy by Fuel**

Electric - Grid (kBtu) 2,200,447 (100%)

**National Median Comparison**

National Median Site EUI (kBtu/ft<sup>2</sup>) 44.6  
National Median Source EUI (kBtu/ft<sup>2</sup>) 124.9  
% Diff from National Median Source EUI 174%

**Source EUI**

342.6 kBtu/ft<sup>2</sup>

**Annual Emissions**

Greenhouse Gas Emissions (Metric Tons CO<sub>2</sub>e/year) 155

### Signature & Stamp of Verifying Professional

I \_\_\_\_\_ (Name) verify that the above information is true and correct to the best of my knowledge.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Licensed Professional**

\_\_\_\_\_  
,  
(\_\_\_\_)\_\_\_\_-\_\_\_\_  
\_\_\_\_\_



**Professional Engineer Stamp**  
(if applicable)



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# ENERGY STAR® Progress & Goals Report

# N/A

## Covina Police Department

**Primary Property Type:** Police Station  
**Gross Floor Area (ft²):** 17,986  
**Built:** 1974

**Property Address:**  
Covina Police Department  
444 N. Citrus Avenue  
Covina, California 91723

**Property ID:** 6376905

**ENERGY STAR®  
Score<sup>1</sup>**

**For Year Ending:** May 31, 2019  
**Date Generated:** June 25, 2019

1. The ENERGY STAR score is a 1-100 assessment of a building's energy efficiency as compared with similar buildings nationwide, adjusting for climate and business activity.

### Performance Comparison

	Progress			Performance Goals		
	Baseline (Ending Date 1/31/2018)	(Ending Date 5/31/2019)	% Change	Property's Target	National Median	ENERGY STAR Score of 75
ENERGY STAR Score	N/A	N/A	N/A	N/A	50	75

#### Energy

Site EUI (kBtu/ft²)	120	122.3	2	N/A	44.6	N/A
Source EUI (kBtu/ft²)	335.9	342.6	2	N/A	124.9	N/A
Energy Cost (\$)	N/A	N/A	N/A	N/A	N/A	N/A
Energy Cost Intensity (¢)	N/A	N/A	N/A	N/A	N/A	N/A

#### Greenhouse Gas Emissions

Total GHG Emissions (Metric Tons CO2e)	152	155	1.97	N/A	56.5	N/A
Total GHG Emissions Intensity (kgCO2e/ft²)	8.5	8.6	1.97	N/A	3.1	N/A

#### Water

All Water Use (kgal)	N/A	N/A	N/A	*	*	*
Indoor Water Use (kgal)	N/A	N/A	N/A	*	*	*
Indoor Water Use Intensity (gal/ft²)	N/A	N/A	N/A	*	*	*
Total Water Cost (\$)	N/A	N/A	N/A	*	*	*

\*Setting and managing water targets is not yet available in Portfolio Manager.



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# ENERGY STAR<sup>®</sup> Statement of Energy Performance

# N/A

## Covina Public Works

**Primary Property Type:** Other - Utility  
**Gross Floor Area (ft<sup>2</sup>):** 6,954  
**Built:** 1952

**ENERGY STAR<sup>®</sup>**  
**Score<sup>1</sup>**

**For Year Ending:** January 31, 2019  
**Date Generated:** June 25, 2019

1. The ENERGY STAR score is a 1-100 assessment of a building's energy efficiency as compared with similar buildings nationwide, adjusting for climate and business activity.

### Property & Contact Information

**Property Address**

Covina Public Works  
534 North Barranca Avenue  
Covina, California 91723

**Property Owner**

\_\_\_\_\_  
,  
(\_\_\_\_)\_\_\_\_-\_\_\_\_

**Primary Contact**

\_\_\_\_\_  
,  
(\_\_\_\_)\_\_\_\_-\_\_\_\_  
\_\_\_\_\_

**Property ID:** 6435233

### Energy Consumption and Energy Use Intensity (EUI)

**Site EUI**

77.8 kBtu/ft<sup>2</sup>

**Annual Energy by Fuel**

Electric - Grid (kBtu) 492,481 (91%)  
Natural Gas (kBtu) 48,700 (9%)

**National Median Comparison**

National Median Site EUI (kBtu/ft<sup>2</sup>) 33.8  
National Median Source EUI (kBtu/ft<sup>2</sup>) 89.3  
% Diff from National Median Source EUI 130%

**Source EUI**

205.6 kBtu/ft<sup>2</sup>

**Annual Emissions**

Greenhouse Gas Emissions (Metric Tons CO<sub>2</sub>e/year) 37

### Signature & Stamp of Verifying Professional

I \_\_\_\_\_ (Name) verify that the above information is true and correct to the best of my knowledge.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Licensed Professional**

\_\_\_\_\_  
,  
(\_\_\_\_)\_\_\_\_-\_\_\_\_  
\_\_\_\_\_



**Professional Engineer Stamp**  
(if applicable)



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# ENERGY STAR® Progress & Goals Report

# N/A

ENERGY STAR®  
Score<sup>1</sup>

## Covina Public Works

**Primary Property Type:** Other - Utility  
**Gross Floor Area (ft²):** 6,954  
**Built:** 1952

**Property Address:**  
Covina Public Works  
534 North Barranca Avenue  
Covina, California 91723

**For Year Ending:** January 31, 2019  
**Date Generated:** June 25, 2019

**Property ID:** 6435233

1. The ENERGY STAR score is a 1-100 assessment of a building's energy efficiency as compared with similar buildings nationwide, adjusting for climate and business activity.

## Performance Comparison

	Progress			Performance Goals		
	Baseline (Ending Date 12/31/2018)	(Ending Date 1/31/2019)	% Change	Property's Target	National Median	ENERGY STAR Score of 75
ENERGY STAR Score	N/A	N/A	N/A	N/A	50	75
<b>Energy</b>						
Site EUI (kBtu/ft²)	74.9	77.8	3.8	N/A	33.8	N/A
Source EUI (kBtu/ft²)	200.9	205.6	2.3	N/A	89.3	N/A
Energy Cost (\$)	N/A	N/A	N/A	N/A	N/A	N/A
Energy Cost Intensity (¢)	N/A	N/A	N/A	N/A	N/A	N/A
<b>Greenhouse Gas Emissions</b>						
Total GHG Emissions (Metric Tons CO2e)	36.1	37.3	3.32	N/A	16.2	N/A
Total GHG Emissions Intensity (kgCO2e/ft²)	5.2	5.4	3.32	N/A	2.3	N/A
<b>Water</b>						
All Water Use (kgal)	N/A	N/A	N/A	*	*	*
Indoor Water Use (kgal)	N/A	N/A	N/A	*	*	*
Indoor Water Use Intensity (gal/ft²)	N/A	N/A	N/A	*	*	*
Total Water Cost (\$)	N/A	N/A	N/A	*	*	*

\*Setting and managing water targets is not yet available in Portfolio Manager.



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# ENERGY STAR<sup>®</sup> Statement of Energy Performance

# N/A

## Covina Park - Recreation Hall

**Primary Property Type:** Other - Recreation  
**Gross Floor Area (ft<sup>2</sup>):** 3,676  
**Built:** 1980

ENERGY STAR<sup>®</sup>  
Score<sup>1</sup>

**For Year Ending:** January 31, 2019  
**Date Generated:** June 25, 2019

1. The ENERGY STAR score is a 1-100 assessment of a building's energy efficiency as compared with similar buildings nationwide, adjusting for climate and business activity.

### Property & Contact Information

**Property Address**

Covina Park - Recreation Hall  
340 North Valencia Place  
Covina, California 91723

**Property Owner**

\_\_\_\_\_  
,  
(\_\_\_\_)\_\_\_\_-\_\_\_\_

**Primary Contact**

\_\_\_\_\_  
,  
(\_\_\_\_)\_\_\_\_-\_\_\_\_  
\_\_\_\_\_

**Property ID:** 6723374

### Energy Consumption and Energy Use Intensity (EUI)

**Site EUI**

229.2 kBtu/ft<sup>2</sup>

**Annual Energy by Fuel**

Natural Gas (kBtu) 842,630 (100%)  
Electric - Grid (kBtu) 6 (0%)

**National Median Comparison**

National Median Site EUI (kBtu/ft<sup>2</sup>) 106.7  
National Median Source EUI (kBtu/ft<sup>2</sup>) 112  
% Diff from National Median Source EUI 115%

**Source EUI**

240.7 kBtu/ft<sup>2</sup>

**Annual Emissions**

Greenhouse Gas Emissions (Metric Tons CO<sub>2</sub>e/year) 45

### Signature & Stamp of Verifying Professional

I \_\_\_\_\_ (Name) verify that the above information is true and correct to the best of my knowledge.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Licensed Professional**

\_\_\_\_\_  
,  
(\_\_\_\_)\_\_\_\_-\_\_\_\_  
\_\_\_\_\_



**Professional Engineer Stamp**  
(if applicable)



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# ENERGY STAR® Progress & Goals Report

# N/A

## Covina Park - Recreation Hall

**Primary Property Type:** Other - Recreation  
**Gross Floor Area (ft²):** 3,676  
**Built:** 1980

**Property Address:**  
Covina Park - Recreation Hall  
340 North Valencia Place  
Covina, California 91723

**Property ID:** 6723374

**ENERGY STAR®  
Score<sup>1</sup>**

**For Year Ending:** January 31, 2019  
**Date Generated:** June 25, 2019

1. The ENERGY STAR score is a 1-100 assessment of a building's energy efficiency as compared with similar buildings nationwide, adjusting for climate and business activity.

### Performance Comparison

	Progress			Performance Goals		
	Baseline (Ending Date 12/31/2018)	(Ending Date 1/31/2019)	% Change	Property's Target	National Median	ENERGY STAR Score of 75
ENERGY STAR Score	N/A	N/A	N/A	N/A	50	75
<b>Energy</b>						
Site EUI (kBtu/ft²)	179.6	229.2	27.6	N/A	106.7	N/A
Source EUI (kBtu/ft²)	188.6	240.7	27.6	N/A	112	N/A
Energy Cost (\$)	N/A	N/A	N/A	N/A	N/A	N/A
Energy Cost Intensity (¢)	N/A	N/A	N/A	N/A	N/A	N/A
<b>Greenhouse Gas Emissions</b>						
Total GHG Emissions (Metric Tons CO2e)	35.1	44.8	27.64	N/A	20.8	N/A
Total GHG Emissions Intensity (kgCO2e/ft²)	9.5	12.2	27.64	N/A	5.7	N/A
<b>Water</b>						
All Water Use (kgal)	N/A	N/A	N/A	*	*	*
Indoor Water Use (kgal)	N/A	N/A	N/A	*	*	*
Indoor Water Use Intensity (gal/ft²)	N/A	N/A	N/A	*	*	*
Total Water Cost (\$)	N/A	N/A	N/A	*	*	*

\*Setting and managing water targets is not yet available in Portfolio Manager.





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# ENERGY STAR<sup>®</sup> Statement of Energy Performance

# N/A

## Covina Park - Teen Center Rec Hall

**Primary Property Type:** Social/Meeting Hall  
**Gross Floor Area (ft<sup>2</sup>):** 8,000  
**Built:** 1980

ENERGY STAR<sup>®</sup>  
Score<sup>1</sup>

**For Year Ending:** December 31, 2018  
**Date Generated:** June 25, 2019

1. The ENERGY STAR score is a 1-100 assessment of a building's energy efficiency as compared with similar buildings nationwide, adjusting for climate and business activity.

### Property & Contact Information

**Property Address**

Covina Park - Teen Center Rec Hall  
301 North Fourth Avenue  
Covina, California 91723

**Property Owner**

\_\_\_\_\_  
,  
(\_\_\_\_)\_\_\_\_-\_\_\_\_

**Primary Contact**

\_\_\_\_\_  
,  
(\_\_\_\_)\_\_\_\_-\_\_\_\_  
\_\_\_\_\_

**Property ID:** 6435217

### Energy Consumption and Energy Use Intensity (EUI)

**Site EUI**

7.6 kBtu/ft<sup>2</sup>

**Annual Energy by Fuel**

Electric - Grid (kBtu) 5,896 (10%)  
Natural Gas (kBtu) 54,600 (90%)

**National Median Comparison**

National Median Site EUI (kBtu/ft<sup>2</sup>) 89.8  
National Median Source EUI (kBtu/ft<sup>2</sup>) 109.6  
% Diff from National Median Source EUI -92%

**Source EUI**

9.2 kBtu/ft<sup>2</sup>

**Annual Emissions**

Greenhouse Gas Emissions (Metric Tons CO<sub>2</sub>e/year) 3

### Signature & Stamp of Verifying Professional

I \_\_\_\_\_ (Name) verify that the above information is true and correct to the best of my knowledge.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Licensed Professional**

\_\_\_\_\_  
,  
(\_\_\_\_)\_\_\_\_-\_\_\_\_  
\_\_\_\_\_



**Professional Engineer Stamp**  
(if applicable)



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# ENERGY STAR® Progress & Goals Report

# N/A

## Covina Park - Teen Center Rec Hall

**Primary Property Type:** Social/Meeting Hall  
**Gross Floor Area (ft²):** 8,000  
**Built:** 1980

**Property Address:**  
Covina Park - Teen Center Rec Hall  
301 North Fourth Avenue  
Covina, California 91723

**Property ID:** 6435217

**ENERGY STAR®  
Score<sup>1</sup>**

**For Year Ending:** December 31, 2018  
**Date Generated:** June 25, 2019

1. The ENERGY STAR score is a 1-100 assessment of a building's energy efficiency as compared with similar buildings nationwide, adjusting for climate and business activity.

### Performance Comparison

	Progress			Performance Goals		
	Baseline (Ending Date 12/31/2018)	(Ending Date 12/31/2018)	% Change	Property's Target	National Median	ENERGY STAR Score of 75
ENERGY STAR Score	N/A	N/A	N/A	N/A	50	75

#### Energy

Site EUI (kBtu/ft²)	7.6	7.6	0	N/A	89.8	N/A
Source EUI (kBtu/ft²)	9.2	9.2	0	N/A	109.6	N/A
Energy Cost (\$)	1,224.64	1,224.64	0	N/A	14,541.36	N/A
Energy Cost Intensity (\$/ft²)	0.15	0.15	0	N/A	1.82	N/A

#### Greenhouse Gas Emissions

Total GHG Emissions (Metric Tons CO2e)	3.3	3.3	0	N/A	39.4	N/A
Total GHG Emissions Intensity (kgCO2e/ft²)	0.4	0.4	0	N/A	4.9	N/A

#### Water

All Water Use (kgal)	N/A	N/A	N/A	*	*	*
Indoor Water Use (kgal)	N/A	N/A	N/A	*	*	*
Indoor Water Use Intensity (gal/ft²)	N/A	N/A	N/A	*	*	*
Total Water Cost (\$)	N/A	N/A	N/A	*	*	*

\*Setting and managing water targets is not yet available in Portfolio Manager.



## Regular Meeting

# AGENDA ITEM REPORT

**Meeting:** Regular Meeting - Oct 01 2019  
**Title:** Speed Hump Implementation Policy  
**Presented By:** Chris Marcarello, Director of Public Works  
**Recommendation:** Provide feedback as necessary and approve the Traffic and Parking Advisory Commission's recommendation to adopt a Speed Hump Implementation Policy.

### EXECUTIVE SUMMARY / BACKGROUND:

Last spring, members of the City Council expressed an interest in exploring the potential development of a Speed Hump/Bump Policy for the community. Currently, speed humps/bumps are not authorized for installation due to potential conflicts with emergency response situations. Since this time, the City's Traffic and Parking Advisory Commission (TPAC) has evaluated sample policies to determine whether such a policy could be beneficial to the Covina community. At their most recent meeting on September 12, 2019, the TPAC approved a draft policy and recommended that it be forwarded to the City Council for consideration. Importantly, the draft policy provides a process whereby locations must be reviewed/approved by staff members from Public Works, the Police and Fire Departments, and the TPAC prior to installation. It is requested that the Council provide feedback and approve the draft policy.

### DISCUSSION:

Speed humps are used in many communities as a traffic calming device that help to reduce vehicle speeds on local residential streets (single travel lane in each direction). Speed humps are round, raised areas of asphalt constructed across the roadway width. Speed bumps are typically 12 feet in length, have a maximum height of 3 inches and span the full width of a street, tapering at the gutters as to not affect storm water flow.

City staff reviewed various speed hump policies from other cities and identified similarities across many jurisdictions, including the following:

- A requirement to perform an engineering study to determine if the installation is warranted and to set installation standards;
- A phased implementation approach - starting with less expensive/intrusive traffic calming devices (education, signage, striping) and progressing to physical improvements only if conditions do not improve;
- A requirement that residents in the adjacent area complete a petition process and provide greater than 2/3s support for the installation;
- A requirement that public safety officials (police/fire) review and approve the installation location prior to moving forward; and
- Involvement from an advisory board (traffic commission) to review and consider installation locations.

### Speed Hump Advantages and Disadvantages

The following table provides a side-by-side comparison of speed hump pros and cons grouped by issues, such as speed impacts, traffic volumes, and safety impacts. This information was compiled by the Institute of Transportation Engineers and other communities that have evaluated the topic.

Issues	Advantages	Disadvantages
Speed Impacts	Helps reduce speeds	Studies indicate that vehicle speeds increase between speed hump locations
Traffic Volumes	Helps reduce traffic volumes, discourages cut-through traffic	Traffic is sometimes diverted to adjacent streets
Safety Impacts	Helps reduce the number of accidents near installation	
Cost to Install		Need for additional funding per location (estimated at \$10,000)
Complaints		Can negatively impact transit operations, emergency response times, resident travel
Parking		May impact on-street parking
Noise		May result in noise level increases when large trucks approach and travel over speed humps
Public Safety Impacts		ITE studies indicate installation may result in increased response times (fire trucks - 5 seconds, ambulances - 10 seconds), jarring motion over speed humps, limit to non-response route locations
Street Type	Residential streets, parking lots and alleys	Will impede regular traffic operations on collector or arterial roadways (2+ lanes in each direction)
Bus/Transit Impacts		May result in transit vehicle delays, jarring motion for passengers
Signage	Provides advanced warning of speed humps	Additional signage in neighborhoods could be considered "sign blight"
Other Considerations		May impact bicycle users, solid waste collection vehicles

### Some Limitations

Additionally, most communities typically adopt installation standards and constraints to ensure that locations do not impact regular vehicle travel corridors. These standards include the following:

1. Speed humps can only be installed on a street with speed limits 30 mph or less and 85th percentile speed is more than 10 mph above the speed limit.
2. The daily volume on the street should be greater than 1,000 vehicles per day (VPD), but no more than 3,000 VPD.
3. There should be a minimum of 600 feet between controlled intersections, with only one speed hump installed per block.
4. Humps should not be installed on streets where there are known drainage/flood issues.
5. Humps should not be installed on horizontal curves where visibility is less than 150 feet.
6. Speed humps should not be installed on streets that have a grade greater than 5%.
7. 67% or more of the abutting residents must support the installation of speed humps.
8. Engineering study shall be performed by Public Works Department – Engineering Division for evaluation and consideration.
9. Police and Fire Departments should approve the installation.

10. An advisory body (traffic commission) should be designated as a reviewing entity for the installation of speed humps.

In the design of traffic control devices, cities use installation criteria provided by the California Manual on Uniform Traffic Control Devices (MUTCD). Using the MUTCD provides cities with liability protection in the event that traffic accidents occur in various locations. It is important to note that speed humps are not an approved standard traffic control device in the MUTCD. However, to ensure that installation locations are appropriate, each installation request must be accompanied with an engineering study by the Public Works Department – Engineering Division prior to installation.

**FISCAL IMPACT:**

The cost for installation of each speed hump is approximately \$8,500 including staff time, requisite engineering study, construction, and construction inspection costs. A total funding amount of \$100,000 has been allocated from Measure M funding sources in the City’s approved Fiscal Year 2019-2020 Capital Improvement Program Budget, Traffic Calming Improvements Project (account no. 2420-2200-55310-P2008).

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

This project has been determined to be categorically exempt under CEQA in accordance with Title 14, Chapter 3, Class 1, Sections 15301 and 15302. This exemption includes the minor alteration of existing public facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The project involves negligible or no expansion of an existing use.

**ATTACHMENTS:**

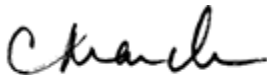
[Attachment A - Final Speed Hump Policy Implementation](#)

[Attachment B - Request and Approval Process](#)

[Attachment C - Speed Hump Standard Plan](#)

[TSC \(9-10-19\) Speed Humps](#)

Respectfully submitted,



Chris Marcarello  
Director of Public Works



Rafael M. Fajardo  
City Engineer

## **POLICIES FOR THE INSTALLATION OF SPEED HUMP**

1. Speed bumps are an appropriate mechanism for reducing speeds on certain streets in the City of Covina when properly installed and under the right circumstances.
2. Speed humps can be considered for installation when the benefits normally derived by residents from a local residential street are significantly diminished by the speed of traffic (even though there have been few or no reported accidents) as evidenced by a substantial majority (67% or more) of the abutting residents signing a petition for the installation of speed humps.
3. Speed humps should only be used on local residential streets. Speed humps will not be considered for streets which are classified as collector streets or higher in the City's General Plan or which are determined to provide transportation service to the community beyond simply providing access to the immediately abutting residents. Experience has shown that the average motorist reduces speed to approximately 16 mph to traverse a 3-inch speed hump. Such installations would inevitably lead to extreme driver frustration and substantial negative public reaction to the concept of using speed humps for speed control, even at locations where they are clearly appropriate. Installation of speed humps on streets other than local residential streets could have potentially severe traffic safety consequences, almost certainly affecting emergency services and other service delivery activities, and likely create the diversion of large amounts of through traffic onto local residential streets which were not intended for that purpose.
4. Speed humps will be considered on streets where the traffic volumes in both directions are at least 1,000 vehicles per day and no more than 3,000 vehicles per day. In the final analysis, the suitability of a particular street for the installation of speed humps will have to be determined on a case-by-case basis.
5. Speed humps should be installed on logical segments of local residential streets. They will not normally be installed in isolated blocks along a continuous street or on relatively short or cul-de-sac streets. Speed humps should not be installed on street segments less than 1,200 feet, or where traffic signals or stop signs exist less than 1,200 feet apart along the street segment(s). Streets less than 1,200 feet and greater than 600 feet may be eligible for speed humps provided they meet all other criteria and the street is continuous to street segments of 1,200 feet or longer with speed humps.
6. A substantial majority (67%) of residents on logical continuous segments of a local residential street must support the installation of speed humps.
7. Streets eligible for the installation of speed humps shall have a posted speed limit of 30 mph or less as determined in accordance with State Law, and shall have an 85% percentile speed, a minimum of 10 mph over the posted speed limit. The need to reduce speed substantially at speed humps would not make these devices appropriate for streets posted higher than 30 mph because of the severe speed differential such installation would create along the street. Severe differentials between the speeds of vehicles on a street are known to contribute to traffic collisions.

8. The street shall be no more than one lane in each direction.
9. The street should not be a truck route or a transit route.
10. The street should not have grades greater than 5%. On hilly/rolling streets, the eligible segment of the street shall meet the minimum sight distance requirements.
11. Speed humps will only be considered for installation on local streets determined by the Public Works Department – Engineering Division to have adequate vertical and horizontal alignment and sight distances to safely accommodate the installation of speed humps. Speed humps should not be installed on streets with horizontal curves with less than 300 feet centerline radius and on streets with vertical curves with less than minimum safe stopping distance.
12. The street should not be an important access route to emergency vehicles. Factors to be considered are:
  - a. Whether the street is a primary route for emergency vehicles.
  - b. Whether the installation of speed humps could cause a significant delay in the response emergency vehicles.
13. Speed humps should not be installed on streets where a significant portion of the traffic will be diverted to nearby residential or local streets.
14. Speed humps should generally be avoided where the drainage gutter or flow of water is in the center of the roadway. Drainage and hydraulic impacts should be carefully evaluated on a case-by-case basis for such streets.
15. Speed humps may be considered in residential alleys on a case-by-case basis based on all other criteria and engineering review.
16. Speed humps are still experimental roadway features; therefore, additions, alterations, or removal of any or all speed humps may occur at any time.
17. Speed humps should not be installed without approval from the police and fire departments.
18. Speed humps should be installed according to the engineering study recommendation on a case-by-case basis.

**REQUEST AND APPROVAL PROCESS**  
**PROCEDURES FOR THE INSTALLATION OF SPEED HUMPS**

1. The City Council adopted policies and procedures for the installation of speed humps will be available to all interested parties.
2. A representative of a local residential street segment who believes the residents on their street will support the installation of speed humps will submit a request in writing to the Department of Public Works – Engineering Division, which will consult with the Police and Fire Departments in making a determination of whether the street segment in question is eligible for further consideration for the installation of speed humps.
3. Upon determination that a street segment is not eligible for speed humps, the representative(s) of the street will be notified in writing giving the reason why the street segment is not eligible.
4. Upon determination that a street segment is eligible for further consideration, the representative of the street will be advised to submit a petition (forms provided by the City) from the abutting residents indicating that a clear majority (67% or more) support the installation of speed humps on their street. The petition forms provided by the City will state: If there is subsequently a desire by residents to remove the speed humps, the humps will only be considered for removal after receipt of a petition from a substantial majority (67% or more) asking the removal along with a sufficient fund for the removal up to \$1000.
5. The sponsor of the petition is required to contact every resident of the abutting properties on the subject street. If a resident is against the speed humps, the word “OPPOSED” will be noted on the petition signature space. If the sponsor is unable to contact a resident, “NO CONTACT” will be noted on the petition signature space with the days and times that contact was attempted. It is required that the sponsor makes at least two attempts on separate days to contact a resident.
6. Any petitions submitted prior to an eligibility determination by City staff will not be processed ahead of schedule and shall be subject to rejection if all required information on the installation of speed humps is not included thereon.
7. To be considered for the program, petitions must be received by the Public Works Department – Engineering Division within 90 days from the date of the application.
8. Upon verification of the petition, staff will make every reasonable effort to notify the surrounding area of the proposal for speed humps on a particular street. If there is substantial opposition to the installation of speed humps by motorists who travel the street on a regular basis, the Traffic & Parking Advisory Committee will consult with the various parties and attempt to reach consensus. If agreement cannot be reached on a particular street, the matter will be referred to the City Council for final determination.



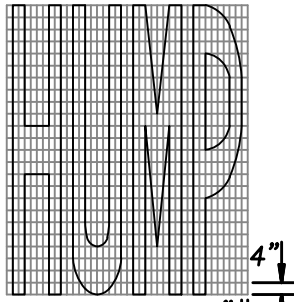
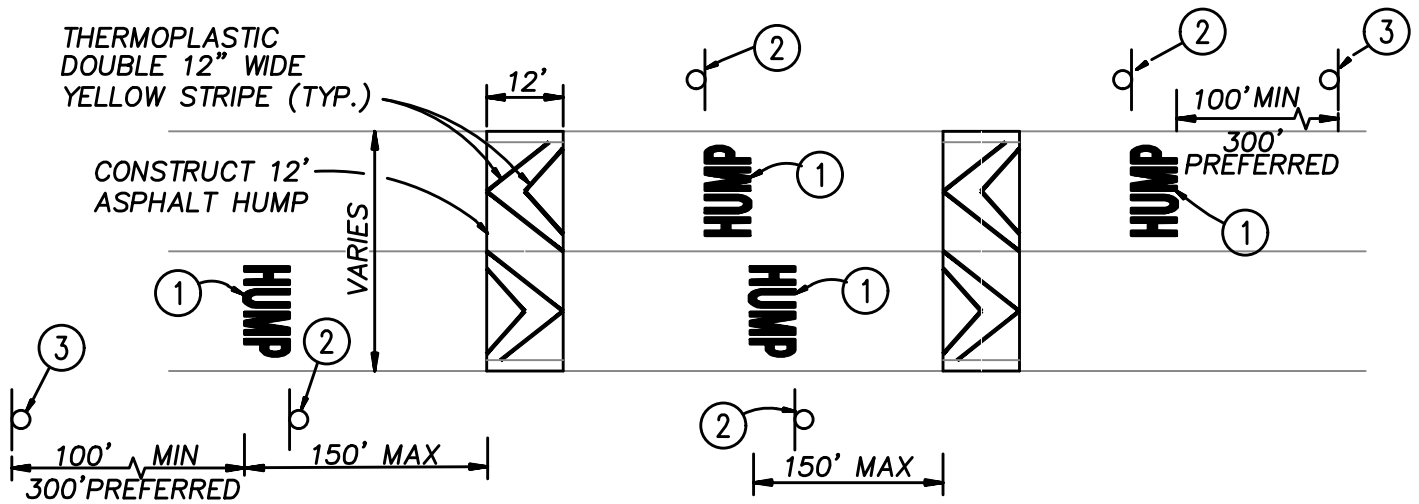
9. The physical installation of speed humps and the associated traffic control devices shall conform to design standards established by the City Engineer.
10. A review of a specific speed hump installation, including a new spot speed survey, shall be conducted 12 months after installation and shall consist of a speed survey and polling (by mail) of property owners and residents as to the effectiveness of the humps. Said review shall be reported to the City Council as an official report.



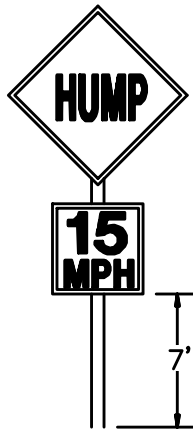
CITY OF COVINA  
STREET STANDARD PLANS

THERMOPLASTIC  
DOUBLE 12" WIDE  
YELLOW STRIPE (TYP.)

CONSTRUCT 12'  
ASPHALT HUMPH

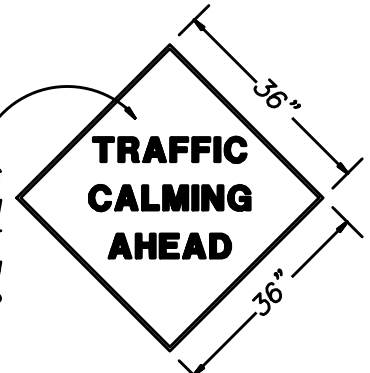


① **DETAIL 'A'**  
N.T.S.

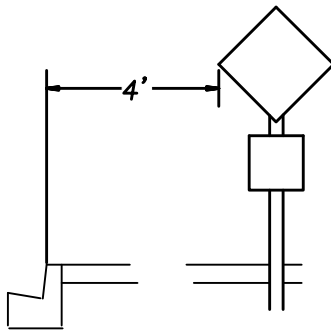


② **DETAIL 'B'**  
N.T.S.

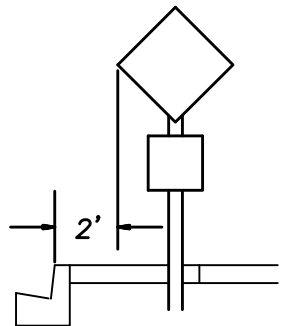
USE 4" C-SERIES  
BLACK TEXT ON  
YELLOW RETROREFLECTIVE  
BACKGROUND WITH  
BLACK BORDER



③ **DETAIL 'C'**  
N.T.S.



**BACK OF WALK  
INSTALLATION**  
N.T.S.



**FRONT OF WALK  
INSTALLATION**  
N.T.S.

**CONSTRUCTION NOTES**

- ① INSTALL 8' THERMOPLASTIC "HUMP" LEGEND PER DETAIL "A" THIS SHEET.
- ② INSTALL "HUMP" WARNING SIGN PER M.U.T.C.D. SIGN NO. W8-1 AND "15 MPH" WARNING SIGN PER M.U.T.C.D. SIGN NO. W13-1 AND PER DETAIL "B" THIS SHEET.
- ③ INSTALL "TRAFFIC CALMING AHEAD" SIGN PER DETAIL "C" THIS SHEET.



CITY OF COVINA

PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION

APPROVED:

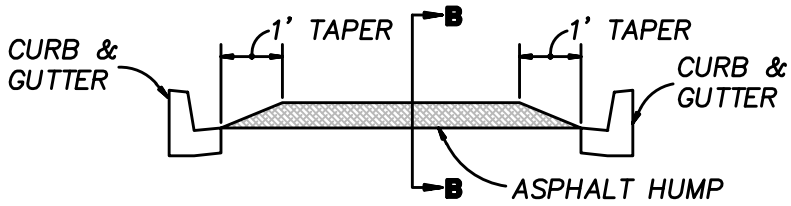
\_\_\_\_\_  
CITY ENGINEER

DATE: \_\_\_\_\_

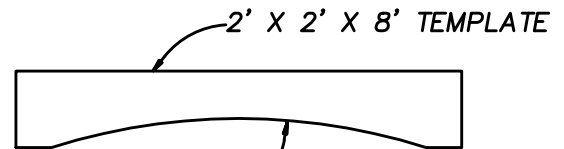
SPEED HUMPH DETAIL  
12 FOOT TWO WAY HUMPH

STANDARD  
DRAWING NO. **ST-010**

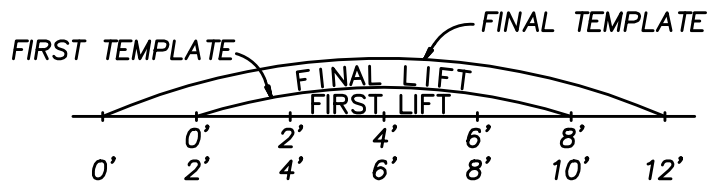
SHEET  
1 OF 2



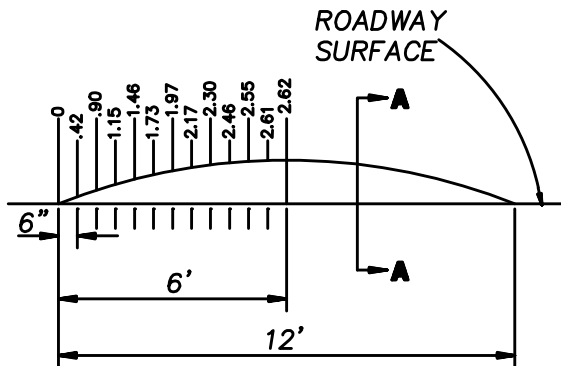
**SECTION A-A**  
NOT TO SCALE



SHAPE PER DETAIL BELOW



**TEMPLATE DETAIL**  
NOT TO SCALE



**SECTION B-B**  
NOT TO SCALE

**GENERAL NOTES**

1. ASPHALT HUMPS SHALL BE 12' X 2-5/8" ±1/8".
2. USING TWO TEMPLATES, ASPHALT HUMPS SHALL BE HAND LAID IN TWO LIFTS AND HOT ROLLED OVER A TACK COAT.
3. ASPHALT HUMPS SHALL BE INSTALLED ACROSS THE ENTIRE WIDTH OF THE STREET FROM GUTTER TO GUTTER WITH LAST FOOT TAPERED FLUSH WITH THE PAVEMENT TO GUTTER EDGE AND TO PRESERVE GUTTER FLOWS.



**CITY OF COVINA**  
PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION

APPROVED:  
\_\_\_\_\_  
CITY ENGINEER  
DATE: \_\_\_\_\_

**SPEED HUMP DETAIL**  
**12 FOOT TWO WAY HUMPS**  
STANDARD DRAWING NO. **ST-010** SHEET 2 OF 2

REV. 2019-9-4 DRAWN BY: TAM







Regular Meeting  
**AGENDA ITEM REPORT**

**Meeting:** Regular Meeting - Oct 01 2019  
**Title:** Set Public Hearing Date of October 15, 2019 for the Consideration of Tentative Parcel Map No. 82493 to Subdivide an Existing 21,984-Square Foot Lot into Two New Lots in the R-1-7,500 Zone - Proposed Parcel 1 will be 12,645 Square Feet and Proposed Parcel 2 will be 8,014 Square Feet - (APN: 8446-009-006)  
**Presented By:** Brian K. Lee, AICP  
Director of Community Development  
**Recommendation:** Set public hearing date of October 15, 2019.

**BACKGROUND:**

On September 10, 2019, the Planning Commission conducted a public hearing to review and consider the proposed project as described above. At the hearing, the Planning Commission received a staff report detailing the proposed subdivision and the new single-family home to be constructed (Attachment A). There were no interested persons who testified in support or opposition to this project. The three Planning Commissioners present (one absent, one recused) unanimously voted to recommend to the City Council approval of Tentative Parcel Map No. 82493 and the related land use entitlement, Site Plan Review (SPR) 19-010.

**DISCUSSION:**

Municipal Code Chapter 16.08.130 states: "At the next regular meeting of the City Council following the filing of the Planning Commission's recommendation report with the Council, the City Council shall fix the public hearing date at which the tentative tract map will be considered by it, which date shall not be later than 30 days thereafter." This section of the Municipal Code requires additional time in scheduling the proposed project for City Council review. Staff requests to set a public hearing date of October 15, 2019 for the project.

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

Setting a public hearing is exempt from CEQA.

**ATTACHMENTS:**

[Attachment A: September 10, 2019 Staff Report with Exhibits](#)

Respectfully submitted,

Brian K. Lee  
Director of Community Development



# CITY OF COVINA

## PLANNING COMMISSION AGENDA REPORT ITEM NUMBER PH 1 September 10, 2019

**TO:** Chairman and Members of the Planning Commission

**FROM:** Brian K. Lee, AICP, Director of Community Development

**SUBJECT:** **Application for Tentative Parcel Map No. 82493**, a proposed 2-lot subdivision for an existing 21,984 square foot property, zoned R-1-7500 Single-Family Residential. Associated with the subdivision is Site Plan Review (SPR 19-010) for the construction of a new single-family residence on future parcel 1 and the relocation of an existing single-family residence to future parcel 2.

### SITE AND PROJECT INFORMATION

#### A. Project Information:

Request: 2-lot single-family residential subdivision  
 Applicant: Susan Vanderpool  
 Property Owner: Jesus Mariscal  
 Location: 667 E. Puente Street  
 Assessor Parcel  
 Map No: 8446-009-006

#### B. Site and Surrounding Land Uses-Table 1:

	General Plan	Zoning	Existing Uses
Site	Low Density Residential	R-1-7,500	Single-family residence
North	Low Density Residential	R-1-7,500	Single-family residences
South	Low Density Residential	R-1-7,500	Single-family residences
East	Low Density Residential	R-1-7,500	Single-family residences, Sierra Vista Middle School
West	Low Density Residential	R-1-7,500	Single-family residences

**C. Site Characteristics:** The overall site is 21,984 square feet. The site is flat and contains an existing single-family residence, which was built in 1908. With the proposed subdivision, the existing residence will be relocated to future Parcel 2. The current topography will be maintained



with the proposed subdivision. The site is currently improved; however, the proposed subdivision will require further improvements including street dedication.

**D. Development Standards and Project Data:** The following Table 2 illustrates the proposed project compliance with development standards Section 17.22 of the Covina Municipal Code (CMC).

	Development Standards	Code Requirements	Proposal (Parcel 1)	Proposal (Parcel 2)
1.	Land Coverage	35%	31%	31%
2.	Lot Size	7,500	12,645 square feet	8,014 square feet
3.	Lot Width	60 feet	84.16 feet	65 feet
4.	Lot Depth	100 feet	104.6 feet	113.31 feet
5.	Building Height	2 ½ stories or 35 feet	2 stories Maximum of 27 feet	1 story Existing
6.	Setbacks			
	Front	25 feet	25 feet	25 feet
	Interior Side	5 feet	7 feet 6 inches	5 feet
	Second Story	7 feet 6 inches	7 feet 6 inches	n/a
	Rear	25 feet	45 feet	40 feet
7.	Off-Street Parking	2 car garage	2 car garage	2 car garage

## ANALYSIS

### **A. Background:**

The applicant, Susan Vanderpool, and the owner, Jesus Mariscal, submitted Pre-Application 19-001 in January 2019. After reviewing the comments, concerns, and conditions Staff provided, Tentative Parcel Map (TPM 19-001) No. 82493 and Site Plan Review (SPR) 19-010 were submitted in April 2019. Staff issued one incompleteness letter with corrections from multiple departments. The final project design was submitted on July 10, 2019 for Planning Commission review.

### **B. Proposed Subdivision:**

In accordance with Covina Municipal Code (CMC) Chapter 16.02.050, the Planning Commission's authority is to review the proposed subdivision and forward a recommendation to the City Council for review and approval. The applicant proposed to subdivide a 21,984-square foot property into two lots as follows: Parcel 1 (12,645 square feet) and Parcel 2 (8,014 square feet). The existing property is approximately 169 feet wide and approximately 130 feet deep. The lot is located on the northwest corner of East Puente Street and Monte Vista Avenue. Parcel 1 will be 12,645 square feet in size with 103.7 feet of frontage along East Puente Street. Vehicular access will be provided via a driveway on Monte Vista Street. The applicant is proposing a

6,431-square foot 2-story house on Parcel 1. Parcel 2 will be 8,014 square feet in size with 65 feet of frontage along East Puente Street. Access will be provided via a driveway on East Puente Street. The applicant is proposing to relocate the existing 2,017-square foot house on the current site to Parcel 2 as well as construct a 500-square foot garage.

The project site is located in a developed residential neighborhood. The site is surrounded by single-family residences on all sides. Sierra Vista Middle School is located to the east of the site. The proposed subdivision with the proposed improvements complies with the General Plan, the land use density and the applicable development standards as described in the Findings section of the report.

**C. Associated Site Plan Review Application:**

The construction of the new single-family residence on future parcel 1 and the relocation of an existing single-family residence to future parcel 2 do not require Planning Commission review and approval. Because the proposed construction relates to the subdivision, staff provides the following description of the proposed construction as information to the Planning Commission. Upon approval by the City Council of the Tentative Parcel Map, the Director of Community Development will issue a letter of approval for the Site Plan Review with conditions.

1. **Site Design.** The proposed subdivision will create 2 new lots that face East Puente Street. The proposed project will be required to complete the required public improvements, such as but not limited to curb, gutter, sidewalk and new drive approaches. The houses and their garages are oriented parallel to the streets. The size of the rear yard for each lot exceeds the minimum required 25 feet. In summary, the site design meets the development standards and the provisions of the Covina Design Guidelines
2. **Parking.** The required parking for a single-family house is a two-car garage. Parcel 1 proposes to construct an attached three-car garage consisting of 900 square feet. Parcel 2 proposes to construct a detached two-car garage consisting of 500 square feet. The proposed development meets the required parking for each lot.
3. **Architecture.** The proposed architecture for the new house is reflective of Spanish style architecture with Spanish tile roof, stacked stone arches, and wrought iron detailing. The architecture for the existing house proposed to be relocated is reflective of colonial farmhouse architecture. These styles will complement and add variety to the diverse architectural styles that are evident in many surrounding houses. Therefore, staff concluded that the materials and colors conform to the Covina Design Guidelines.
4. **Landscape Design.** Front yard landscaping is proposed for each lot with five trees, various shrubs, ground cover and an overall landscape design which considers drought and water efficient provisions to generally meet the Zoning Code, development standards and the provisions of the Covina Design Guidelines. In addition, only one oak tree is identified on site but it is not being removed.

**D. Facts of Findings for Tentative Parcel Maps:** In order to approve the Parcel Map, the Planning Commission must make the following findings (CMC 16.08.140):

1. The design and improvements of the proposed subdivision are consistent with the General Plan and all applicable codes and regulations.

Facts: The proposed subdivision complies with the lot size and the lot dimensions of the R-1-7500 Single-Family Residential Zone. The proposed development, the key elements of which would be building size/location, usable yard areas, parking areas, and landscaping, would meet or conform to the intent of the development standards of Chapter 17.22 of the Covina Municipal Code and General Plan. A Site Plan Review application to construct a two-story house and the relocation of the existing house was submitted to the City in conjunction with the Tentative Parcel Map. Upon approval by the City Council of the proposed subdivision, the Site Plan Review will subsequently be granted approval by the Director of Community Development.

2. The subdivision is physically suitable for the type and proposed density of development proposed by the tentative map.

Facts: The overall size of the site is 21,984 square feet. The proposed density is within the allowed "LDR – Low Density Residential" General Plan Land Use Designation. The subdivision is physically suitable for the development of one single-family home per lot.

3. The design of the subdivision and proposed improvements, with conditions of approval will not be likely to cause significant environmental damage or substantially and avoidably injure fish or wildlife or their habitat

Facts: The site currently contains an existing single-family dwelling unit. The site is not designated a fish or wildlife habitat nor is it located nearby to any such territory. The design of the subdivision and proposed improvements will not be likely to cause significant environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

4. The design of the subdivision and the type of improvements are not likely to cause serious public health problems.

Facts: The design of the proposed project is generally attractive, functional, and well-integrated to the surrounding properties. It will be harmonious, consistent, and complete within itself. The design of the subdivision and the type of improvements are not likely to cause serious public health problems.

5. The design of the subdivision provides for future passive or natural heating and cooling opportunities in the subdivision to the extent feasible.

Facts: The design of the subdivision and its proposed residential development will provide the possibility and opportunity to have passive or natural heating and cooling for the buildings. Furthermore, the residential development will have to comply with Title 24 of the Uniform Building Code.

6. Focusing on the design of the subdivision and the type of improvements to be required, the project will not conflict with easements acquired by the public at large for access through or the use of the subdivision or with the design of alternate easements that are substantially equivalent to those previously acquired by the public.

Facts: The design of the subdivision will not conflict with existing City rights-of-way or other public access easements.

7. The proposed project with its subdivision design is consistent with the city's parkland dedication requirements (Quimby Act – Chapter 16.28 CMC).

Facts: The proposed subdivision of 5 or fewer parcels is exempt from the city's parkland dedication requirements. Development Impact Fees and annexation into the city's Communities Facilities District are applicable, which address fiscal impacts to city services and parks.

8. The applicant has demonstrated that a sufficient water supply will be available to serve the subdivision, in accordance with California Government Code Section 66473.7.

Facts: The proposed subdivision is served by City of Covina Water, which has sufficient capacity to provide water to serve the two lots. However, the landscape design for the two lots is required to comply with CMC Chapter 17.82 regarding Water Efficient Landscape Regulations and the State July 2015 Model Water Efficient Landscape Ordinance (MWELO).

## **PUBLIC HEARING NOTICE AND NOTIFICATION**

The applicant was given a copy of the staff report and all property owners within a radius of at least 300 feet from the overall project site were mailed notices of the Planning Commission public hearing a minimum of ten (10) days before the hearing as required by law. In addition, the public hearing notice was published in the San Gabriel Valley Examiner newspaper on August 29, 2019.

## **ENVIRONMENTAL DETERMINATION**

Staff has determined that the project is exempt from the requirements of the California Environmental Quality Act (CEQA) Guidelines. The project qualified as a Class 3 and Class 15 exemption under State CEQA Guidelines Section 15315, which consist of projects characterized as new minor land divisions meeting the conditions described below. The project consists of a subdivision of one lot into two lots and the development of one single-family dwelling unit on a half-acre piece of land. Staff

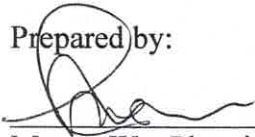
finds that there is no substantial evidence that the project will have a significant effect on the environment and no additional analysis is required. The proposed development meets the following conditions:

- (a) The division is in conformance with the General Plan and zoning.
- (b) No variances or exceptions are required.
- (c) All services and access to the proposed parcels to local standards are available.
- (d) The parcel was not involved in a division of a larger parcel within the previous 2 years.
- (e) The parcel does not have an average slope greater than 20 percent.

**RECOMMENDATION**

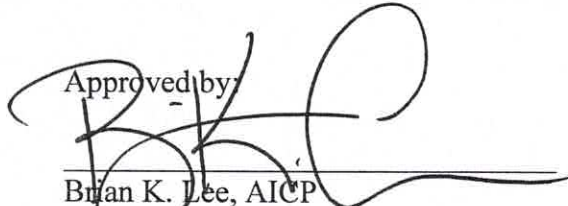
Staff recommends that the Planning Commission recommend approval to the City Council of Tentative Parcel Map (TPM No. 82493) 19-001 through the adoption of **Resolution No. 2019-013PC** with conditions.

Prepared by:



Megan Wu, Planning Technician

Approved by:



Brian K. Lee, AICP  
Director of Community Development

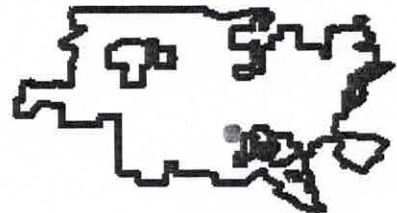
**EXHIBITS**

- 1. Area Map
- 2. Application
- 3. 300-foot Radius Map and Notification
- 4. Project Plans (reductions)
- 5. Draft Site Plan Review Approval Letter
- 6. Resolution 2019-013PC with Conditions of Approval

EXHIBIT 1



205.06 Feet





# Standard Application Form - 1

## EXHIBIT 2

### Community Development Department - Planning Division

125 East College Street • Covina, California 91723 • (626) 384-5450 / Fax: (626) 384-5479

#### Applicant Information

Name of Proposed Project:		<b>STAFF USE ONLY</b>  MUNIS NO: 11972  FILE NO: SPR 19-010 TPM 19-001
Project Address: 667 E. PUENTIE		
Assessor's Parcel Number: BA46-009-006		
Phone: ( )	E-Mail:	
Applicant Name: JESUS MARISCAL		
Applicant Address: 345 MONTI VISTA AVE		
Property Owner Name: JESUS MARISCAL		
Property Owner Address: 345 MONTI VISTA		

#### Project Type

Please check the type of project review requested. If you are applying for more than one review you may check all that apply.

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Conditional Use Permit              | <input type="checkbox"/> PCD Amendment  | <input type="checkbox"/> Tree Preservation Permit<br><input type="checkbox"/> Minor |
| <input type="checkbox"/> Development Agreement               | <input type="checkbox"/> Public Convenience or necessity (ABC)                                      | <input type="checkbox"/> Vacation of Alley, Easement, Street                        |
| <input type="checkbox"/> General Plan Amendment              | <input checked="" type="checkbox"/> Site Plan Review-Major  | <input type="checkbox"/> Variance   |
| <input type="checkbox"/> Historic Structure Designation      | <input type="checkbox"/> Site Plan Review-Minor (Residential)                                       | <input type="checkbox"/> Variance (Minor)   |
| <input type="checkbox"/> Lot Line Adjustment                 | <input type="checkbox"/> Site Plan Review-Minor (Non-Residential)                                   | <input type="checkbox"/> Zoning Code Amendment/ Zone Change                         |
| <input type="checkbox"/> Pre-Application Review              | <input checked="" type="checkbox"/> Tentative Parcel Map<br><input type="checkbox"/> Time Extension | <input type="checkbox"/> _____<br>(Other)   |
| <input type="checkbox"/> Planned Community Development (PCD) | <input type="checkbox"/> Tentative Tract Map<br><input type="checkbox"/> Time Extension             | <input type="checkbox"/> _____<br>(Other)   |

#### Project Description

Detailed Description of Proposed Project (Attach Additional Sheets if Necessary)

#### Owner Certification

I certify that I am presently the legal owner of the above described property. Further, I acknowledge the filing of this application and certify that all of the above information is true and correct. If applicant is different from the legal property owner, a property owner's authorization form must accompany this application.

Date: 4-9-19 Signature:

Print Name and Title: JESUS MARISCAL OWNER

#### STAFF USE ONLY

Date Received: 4/9/19	Received by: Megan Wu	Fees: SPR \$5417 TPM \$3769 ENG \$200 PW \$133	Receipt No: 448502
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49519



# Standard Application – 2

## Property Owner's Authorization Form

Community Development Department – Planning Division

125 East College Street • Covina, California 91723 • (626) 384-5450 / Fax: (626) 384-5479

**List the name(s) and address(es) of all property owner(s).**

1. Owner Name: JESUS MARISCAL  
 Complete Address: 345 MONT. VISTA COVINA, CA  
 Email: \_\_\_\_\_ Phone: 626-890-9132
  
2. Owner Name: \_\_\_\_\_  
 Complete Address: \_\_\_\_\_  
 Email: \_\_\_\_\_ Phone: \_\_\_\_\_
  
3. Owner Name: \_\_\_\_\_  
 Complete Address: \_\_\_\_\_  
 Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Certification Statement**

This letter shall serve to notify you and certify that I/we am/are the legal owner(s) of the property described in the attached application and do hereby authorize:

Applicant's Name: JESUS MARISCAL Phone: 626 890-9132  
 Applicant's Complete Address: 345 MONTI VISTA Email: \_\_\_\_\_

To file and present my/our interest for the referenced application(s): MARISCAL-PAINTING@HOTMAIL.COM

Name (printed): Jesus Mariscal  
 Title: Owner Date: 4-9-19

Signature:





# Standard Application – 3 Project Description Form

Community Development Department – Planning Division

125 East College Street • Covina, California 91723 • (626) 384-5450 / Fax: (626) 384-5479

The following information must be completed and submitted with new applications: (Print or type all information entered)

### A. General Information

Project Address or Assessor's Parcel Number: 6667. E. PUENTE ST

Site Area: 19560 Building Area: \_\_\_\_\_ Building Height: \_\_\_\_\_ No. of Floors: 2

Total anticipated number of employees: 6 Max shift: \_\_\_\_\_ Hours of operation: \_\_\_\_\_

Does the business involve the sale of any food or beverages?  No  Yes

Will the project be built in phases?  No  Yes If YES, a phasing plan is required to be submitted.

Will any permits be required from agencies other than the City (including a Hazardous Materials Business Plan)?

No  Yes If yes, list: \_\_\_\_\_

Will the project use, store, or dispose of potentially hazardous chemicals, materials, toxic substances, flammables or explosives?  No  Yes If yes, describe: \_\_\_\_\_

If any of the above answers are YES, please describe in detail on a separate sheet.

### B. Existing Land Uses of the Subject and Surrounding Properties

Subject property: RESIDENTIAL

North: RESIDENTIAL

East: RESIDENTIAL

South: RESIDENTIAL

West: RESIDENTIAL

### C. Physical Site

Will the project modify existing natural features?  No  Yes If YES, please describe in detail on a separate sheet?

Estimated cubic yards of grading involved in the project:  None  Cut = \_\_\_\_\_ Fill = \_\_\_\_\_

What is the maximum height and grade of constructed slopes? \_\_\_\_\_

### D. Archaeological/Historical

Is the project located in an area of archaeological or historical sensitivity as identified in the Covina General Plan?

No  Yes If YES, please describe in detail on a separate sheet.

### E. Flora and Fauna

Describe the types of vegetation and trees in the project area: \_\_\_\_\_

Number of Oak trees on the site: 0 Number of Oak trees to be removed: \_\_\_\_\_ a Tree Permit application must be obtained

Describe the types of wildlife found in the project area: \_\_\_\_\_

**F. Noise**

Will the project increase noise levels within the project area of surrounding neighborhood?

No  Yes If **YES**, please describe in detail on a separate sheet

Will the project increase the amount of light, vibration, dust, ash, smoke, or odors during construction or after development?  No  Yes If **YES**, please describe in detail on a separate sheet.

**G. List of Attached Environmental Reports**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact person for environmental: \_\_\_\_\_ Phone: \_\_\_\_\_  
Environmental firm: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_

**H. Certifications**

Government Code Section 65962.5 requires the Planning Division to make available to applicants the most current list of "Identified Hazardous Waste Sites" from the State Office of Planning and Research. The list is available on the web at [http://www.dtsc.ca.gov/SiteCleanup/Cortese\\_List](http://www.dtsc.ca.gov/SiteCleanup/Cortese_List) under Mandated Web Site Postings.

All applicants must complete and sign the following statement in order for the Planning Division to deem the application complete.

"I, \_\_\_\_\_, certify that I have reviewed the list of "Identified Hazardous Waste Sites" from the Office of Planning and Research and have determined that the site that is the subject of this application is not on said list."

I hereby certify that to the best of my ability, the statements furnished above and the exhibits submitted with this application present the data and information required for this initial evaluation and that the facts, statements, and information presented are true and correct to the best of my knowledge. Furthermore, I understand that failure to provide the plans and information required may result in this application not being accepted as complete for planning and processing.

Name (printed): JESUS MARRISCAL Date: 1-9-19  
Signature: [Signature]  
Representative for: \_\_\_\_\_  
Title: OWNER



# Standard Application - 4

## Project Contact List

Community Development Department – Planning Division

125 East College Street • Covina, California 91723 • (626) 384-5450 / Fax: (626) 384-5479

The following information must be completed and submitted with new applications: (Print or type all information entered)

Project Location: 667 E PUENTE STREET.		STAFF USE ONLY FILE NO.:  MUNIS:  RELATED FILES:
Applicant: JESUS MARISCAL		
Primary Contact Person: SUSAN VANDERPOOL		
Address: 16231 ANNATTO CT.		
Phone: 949 610.3437	Fax:	E-mail Address: SVANDER@21@MSU.COM

Secondary Contact Person: (Please Specify Name, Company, Title)

Address:		
Phone:	Fax:	E-mail Address:

Legal Property Owner: JESUS MARISCAL		
Address: 345 MONT. VISTA AVE		
Phone: 626 810.9132	Fax:	E-mail Address: MARISCAL-PAINTING@HOTMAIL.COM

Architect: SUSAN VANDERPOOL	Contact Person:
Address: 16231 ANNATTO CT. CRYSTAL HILLS CA 91709	
Phone: 949 610.3437	E-mail Address: SVANDER@21@MSU.COM

Engineer: SO CAL ENGINEERING	Contact Person: HANK JONG
Address: 5750 DIVISION ST. SUITE 203 RIVERSIDE 92506	
Phone: 909 767.0427	E-mail Address:

Landscape Architect		Contact Person:
Address:		
Phone:	Fax:	E-mail Address:



**City of Covina**  
 125 E. College Street  
 Covina, CA 91723-2199  
 (626) 384-5510

Official Receipt	
Receipt Number	148502

Receipt Date	04/09/19
--------------	----------

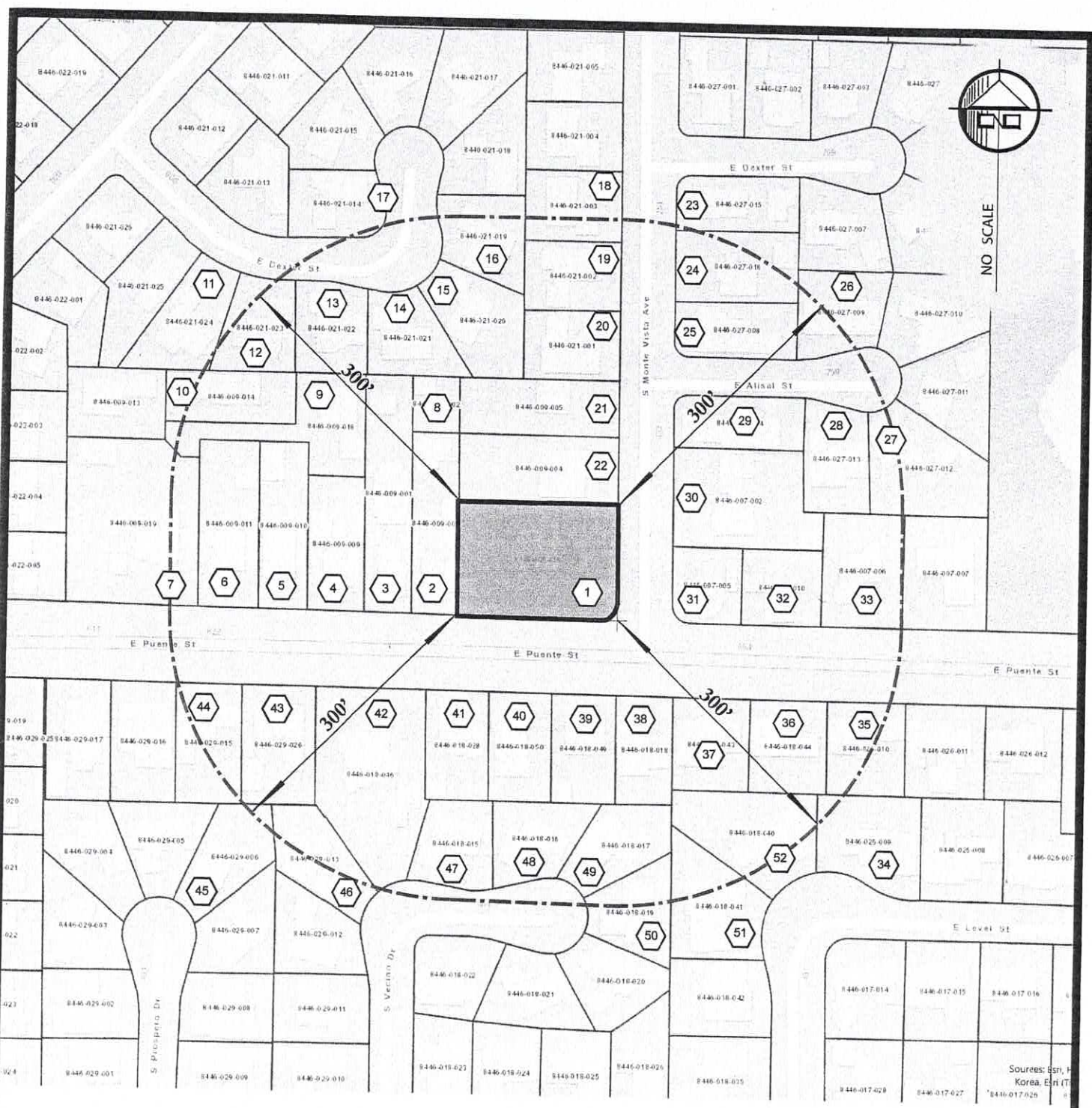
Received from:

TIME: 10:17  
 CLERK: 6449tkel



Charge Code	Org - Object - Proj	Comment	Description	Amount
ENGOTH				\$200.00
ZONE				\$3769.00
ZONE				\$5417.00
ESPLAN				\$133.00
10102100	43250			
10104010	43410			
10104010	43410			
62005550	43400			

PAID BY: MARISCAL PAINTING  
 PAYMENT METH: CHECK  
 11293

AMT TENDERED:	\$9,519.00
AMT APPLIED:	\$9,519.00
CHANGE:	\$ .00



**MAP LEGEND**

-  Indicates Map Key Number
-  Indicates Assessor's Parcel Number

**EXHIBIT 3**

**Public Notification  
Study**

For  
**667 E. Puente St.  
Covina CA 91723**

**APN 8446-009-006**

**May 21, 2019**

CADDFILE 19153



Source: Esri, H Korea, Esri (T) \*8446-017-025

CITY OF COVINA  
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Planning Commission of the City of Covina will conduct a PUBLIC HEARING in the City Hall Council Chambers, 125 East College Street, Covina, on **Tuesday, September 10, 2019 at 7:00 p.m.**, or as soon as possible thereafter, to consider the following:

1. Application Tentative Parcel Map (TPM) No. 82493, a proposed 2-lot subdivision for the site located at 667 E. Puente Street and zoned R-1-7,500. Associated with the proposed subdivision is Site Plan Review (SPR) 19-010 for a new 2-story house on the proposed new parcel. Staff recommendation will be that the Planning Commission make a recommendation of approval for City Council.

(LEGAL DESCRIPTION OF THE PROPERTY ON FILE IN THE PLANNING DIVISION)

*Pursuant to the California Environmental Quality Act (CEQA), the City has analyzed the proposed subdivision for the construction of a new single-family home and determined that the activity in question will not have the potential of causing a significant effect on the environment. Therefore, it has been determined that the proposed project would be exempt in accordance with Section 15303, class 3 and Section 15315 of the CEQA Guidelines.*

All interested citizens are invited to attend the public hearing. Any person may submit written comments to the Community Development Department, Planning Division, prior to, or at the time of, the hearing.

If you challenge the decision on the proposed actions in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence submitted to the Planning Secretary or the Planning Commission at, or prior to, the public hearing.

Further information may be obtained from the City of Covina Community Development Department, Planning Division, at (626) 384-5450.

Pursuant to the American with Disabilities Act, the City of Covina will make reasonable efforts to accommodate persons with disabilities. If you require special accommodations, please contact the Planning Division at (626) 834-5450, at least five (5) days in advance of this hearing.

BRIAN K. LEE, AICP  
DIRECTOR OF COMMUNITY DEVELOPMENT

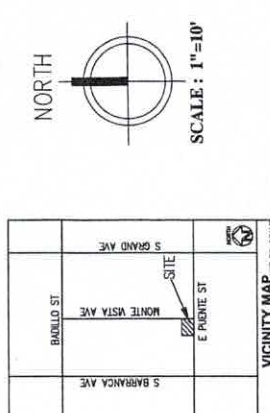
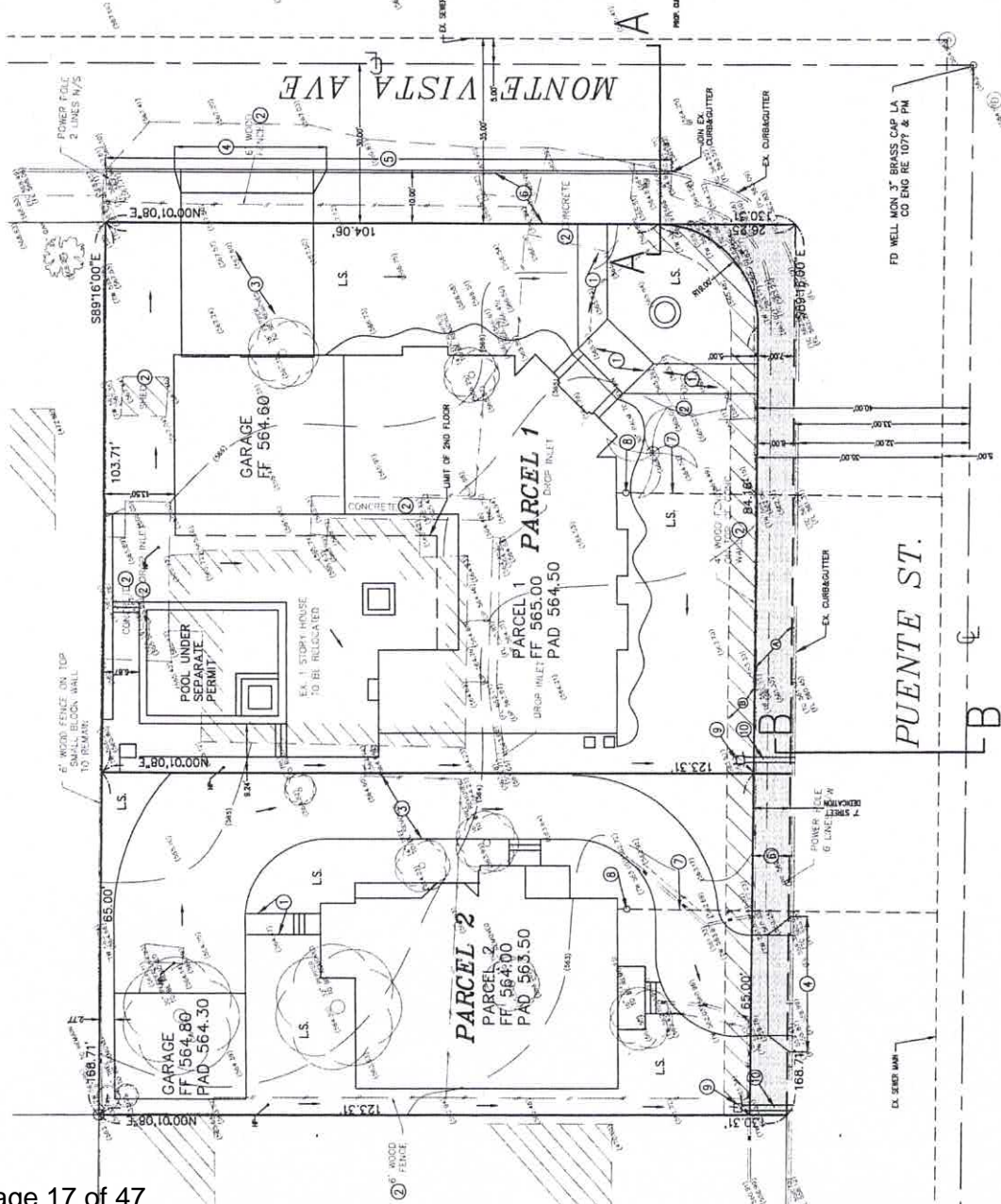
NOTE: ACCESS TO THE CITY HALL CHAMBER IS FROM THE NORTH SIDE OF THE TWO-STORY CITY HALL BUILDING VIA THE COURTYARD.

PUBLISHED: AUGUST 29, 2019  
THE SAN GABRIEL VALLEY EXAMINER

# TENTATIVE PARCEL MAP NO. 82493

IN THE CITY OF COVINA, COUNTY OF LOS ANGELES,  
STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF LOT 6 OF BLOCK E OF THE RESUBDIVISION OF COVINA VILLA TRACT, AS PER  
MAP RECORDED IN BOOK 11, PAGE 182 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



**OWNER/DEVELOPER:**  
MARISCAL PAINTING INC.  
1718 ALVARADO ROAD, UNIT A  
EL MONTE, CA 91733  
TEL: 626-263-3598  
FAX: 626-263-3599

**PREPARED BY:**  
EGL ASSOCIATES, INC.  
1718 ALVARADO ROAD, UNIT A  
EL MONTE, CA 91733  
TEL: 626-263-3598  
FAX: 626-263-3599

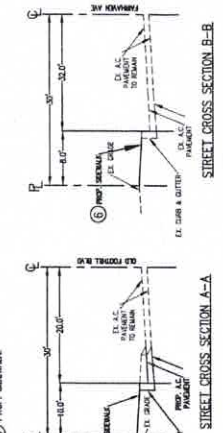
**UTILITY SERVICES:**  
CITY OF COVINA WATER DIVISION  
CITY OF COVINA SEWER DIVISION  
CITY OF COVINA PUBLIC WORKS DIVISION  
CITY OF COVINA ELECTRICAL DIVISION  
CITY OF COVINA TELEPHONE DIVISION  
CITY OF COVINA CABLE TV DIVISION

**BENCHMARK:**  
L.A. CO PUBLIC WORKS BENCHMARK NO. 3085  
ROBIN TAG N, CA @ C.B. 11FT E/O BCR @ NE COR GRAND AVE & PUENTE ST  
ELEV: 597.650

**CONSTRUCTION NOTES:**  
1) PROP. WALKWAY.  
2) EXISTING STRUCTURES TO BE REMOVED.  
3) PROP. DRIVEWAY.  
4) PROP. DRIVEWAY APPROACH.  
5) PROP. NEW CURB AND GUTTER.  
6) PROP. SIDEWALK.

**MAP PREPARED BY:**  
EGL ASSOCIATES, INC.  
1718 GOLDEN ROAD, UNIT A  
ARCOVIA, CA 91006  
TEL: (626) 263-3598  
FAX: (626) 263-3599  
EMAIL: MAIL @ EGL88.COM

**PROPERTY OWNER:**  
MARISCAL PAINTING INC.  
9220 KLINGSMAN ST.  
EL MONTE, CA 91733



LOT #	GROSS LOT AREA	NET LOT AREA
1	13,514 SF (0.31 AC)	12,703 SF (0.29 AC)
2	8,970 SF (0.21 AC)	8,019 SF (0.18 AC)
TOTAL	22,484 SF (0.50 AC)	20,722 SF (0.48 AC)

**LEGEND:**  
 (SYMBOL) EXISTING ELEVATION  
 (SYMBOL) PROPOSED ELEVATION  
 (SYMBOL) EXISTING CURB  
 (SYMBOL) PROPOSED CURB  
 (SYMBOL) EXISTING GUTTER  
 (SYMBOL) PROPOSED GUTTER  
 (SYMBOL) EXISTING SIDEWALK  
 (SYMBOL) PROPOSED SIDEWALK  
 (SYMBOL) EXISTING DRIVEWAY  
 (SYMBOL) PROPOSED DRIVEWAY  
 (SYMBOL) EXISTING SIDEWALK  
 (SYMBOL) PROPOSED SIDEWALK  
 (SYMBOL) EXISTING SIDEWALK  
 (SYMBOL) PROPOSED SIDEWALK  
 (SYMBOL) EXISTING SIDEWALK  
 (SYMBOL) PROPOSED SIDEWALK

REVISIONS	DATE	NO

PROJECT/SITE ADDRESS:  
667 E. PUENTE ST.  
COVINA, CA 91723  
APN: 846-009-006

Date: 11/08/2018  
Scale: 1" = 10'  
Drawn: SW  
Job: 18-AA-077  
Sheet: 1 OF 1





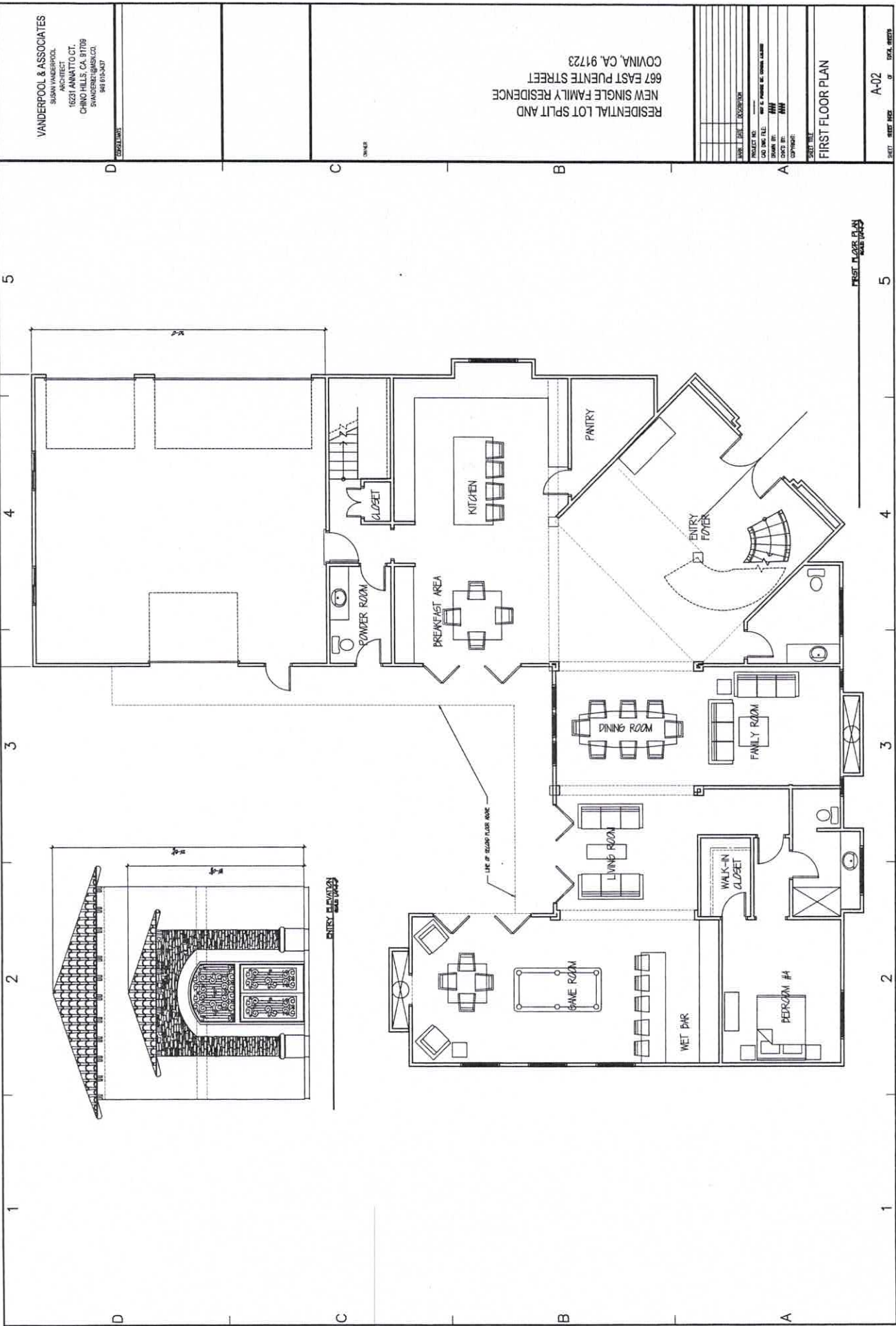
VANDERPOOL & ASSOCIATES  
 SUSAN VANDERPOOL  
 ARCHITECT  
 15231 MANHATTAN, CT  
 CHRYSLER AVENUE, CA. 91719  
 SHAWNEE@VANDERPOOL.COM  
 949.619.3407

RESIDENTIAL LOT SPLIT AND  
 NEW SINGLE FAMILY RESIDENCE  
 667 EAST PUENTE STREET  
 COVINA, CA. 91723

PROJECT NO.	1001	DATE OF ISSUE	10/2011
DATE THIS FILE	10/11/11	DATE OF ISSUE	10/2011
SCALE	1/4" = 1'-0"	DATE OF ISSUE	10/2011
DESIGNER	VANDERPOOL & ASSOCIATES	DATE OF ISSUE	10/2011

SHEET NO. 1  
 FIRST FLOOR PLAN

SHEET NO. 1 OF 1  
 TOTAL SHEETS



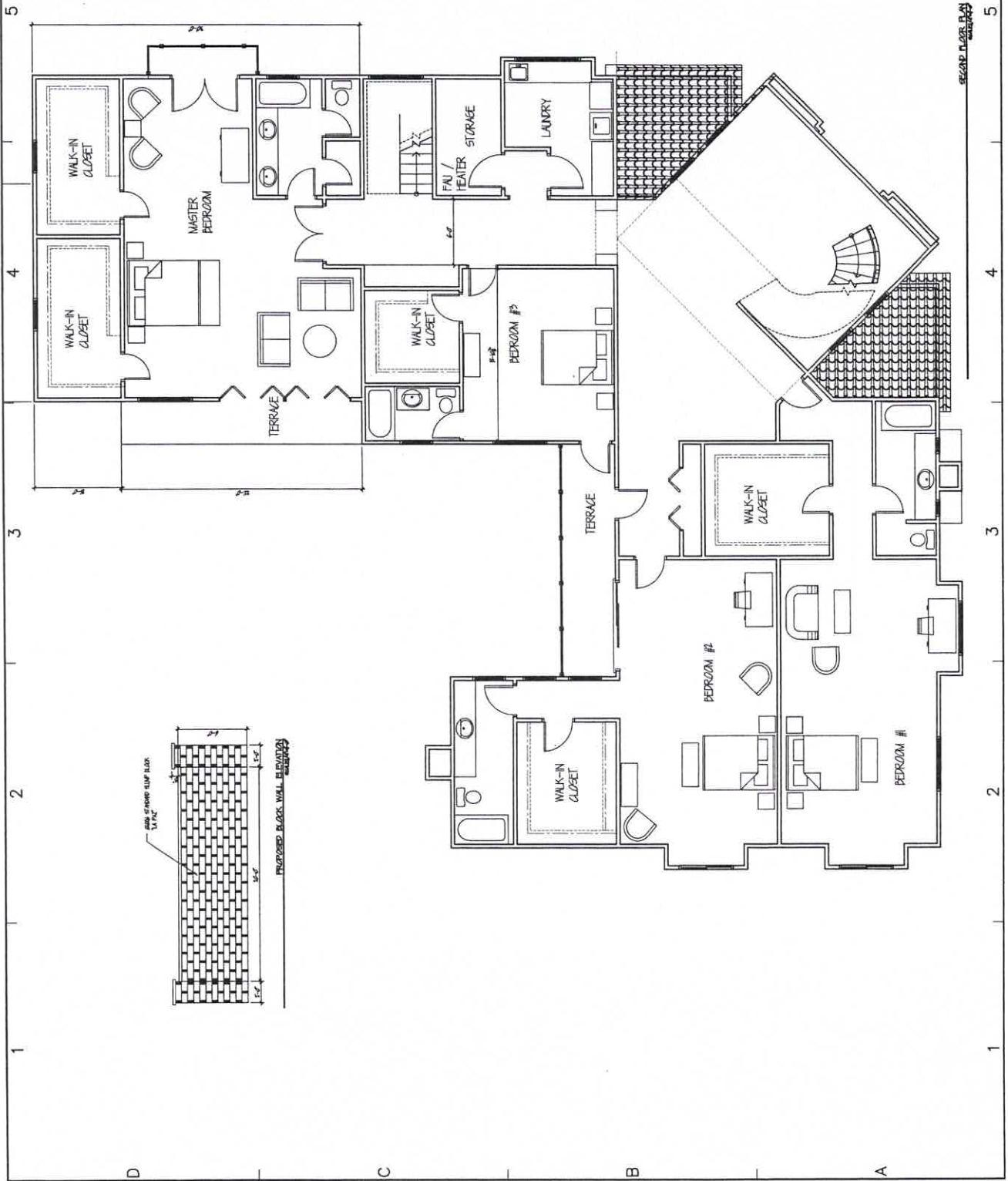
VANDERPOOL & ASSOCIATES  
SUSAN VANDERPOOL  
ARCHITECT  
16231 ANNATTO CT.  
CHINO HILLS, CA 91709  
SVANDER@GMAIL.COM  
949 910-0401

RESIDENTIAL LOT SPLIT AND  
NEW SINGLE FAMILY RESIDENCE  
667 EAST PUENTE STREET  
COVINA, CA 91723

PROJECT NO.	1010
DATE FILED	04/11/11
DRAWN BY	MM
CHECKED BY	MM
DATE	04/11/11
DESCRIPTION	CONCEPT

SECOND FLOOR PLAN

SHEET NO. A-03  
OF TOTAL SHEETS



VANDERPOOL & ASSOCIATES  
 ARCHITECTURAL FIRM  
 ARCHITECT  
 16231 ANNATTO CT.  
 CHINO HILLS, CA 91709  
 STANFORD@VANDERPOOL.COM  
 949.619.3457

MR. & MRS. JESUS MARISCAL  
 345 MONTE VISTA  
 COVINA, CA 91723

RESIDENTIAL LOT SPLIT AND  
 NEW SINGLE FAMILY RESIDENCE  
 667 EAST PUENTE STREET  
 COVINA, CA 91723

PROJECT NO. 2024-001  
 DATE: 08/20/24  
 DRAWN BY: JMM  
 CHECKED BY: JMM  
 CADD: JMM

PROPOSED NORTH & SOUTH  
 EXTERIOR ELEVATIONS

SHEET NO. A-04  
 OF TOTAL SHEETS

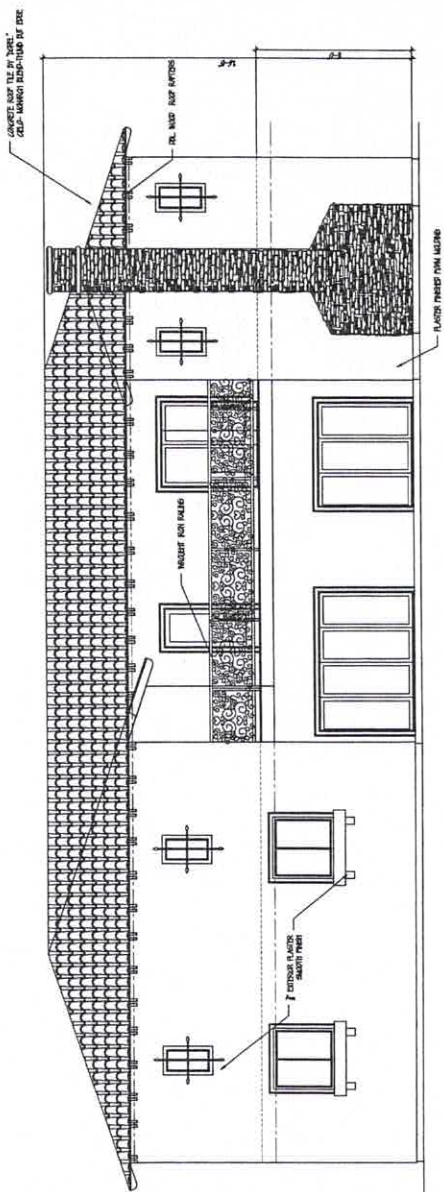
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4

3

2

1



PROPOSED NORTH ELEVATION

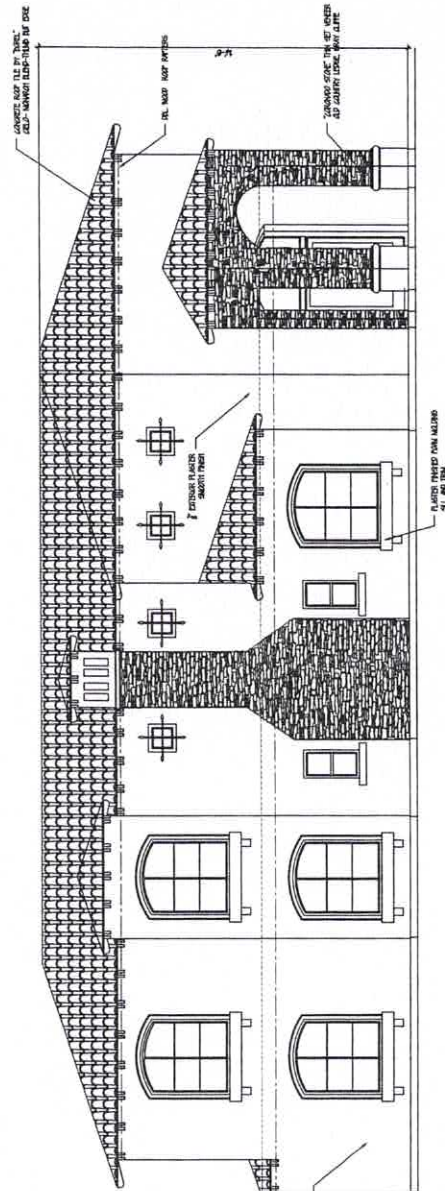
5

4

3

2

1



PROPOSED SOUTH ELEVATION



VANDERPOOL & ASSOCIATES  
 SUSAN VANDERPOOL  
 ARCHITECT  
 16231 ANNATTO CT  
 CHINO HILLS, CA 91709  
 SVANDESCH@GMAIL.COM  
 949 678-3437

CONTRACT NO.

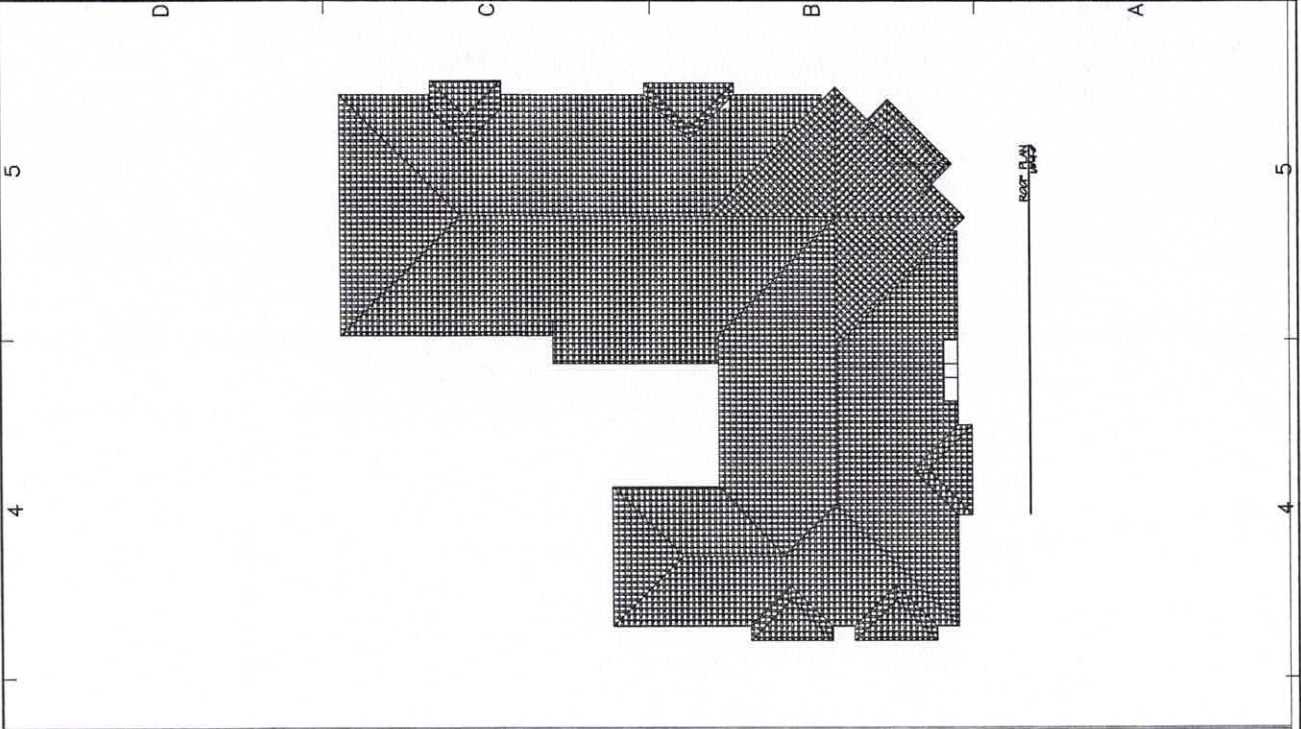
MR. & MRS. JESUS MARISCAL  
 345 MONTE VISTA  
 COVINA, CA. 91723

RESIDENTIAL LOT SPLIT AND  
 NEW SINGLE FAMILY RESIDENCE  
 667 EAST PUENTE STREET  
 COVINA, CA. 91723

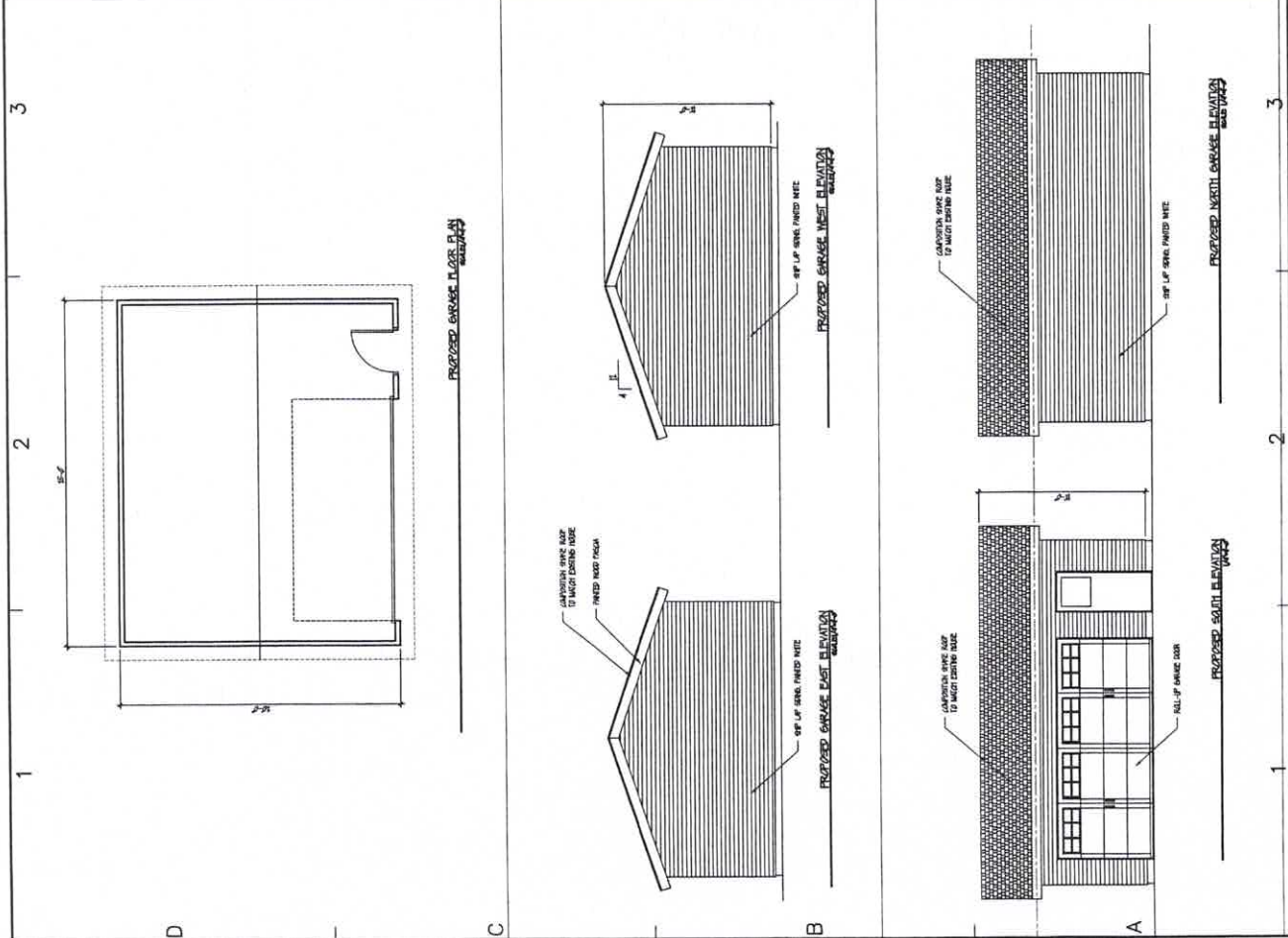
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 PROJECT NO. \_\_\_\_\_  
 DATE FILED \_\_\_\_\_  
 DRAWN BY \_\_\_\_\_  
 CHECKED BY \_\_\_\_\_  
 COMPANY \_\_\_\_\_

GARAGE FLOOR PLAN &  
 ELEVATIONS  
 ROOF PLAN FOR NEW RESID.

A-06  
 SHEET NO. OF TOTAL SHEETS



ROOF PLAN



VANDERPOOL & ASSOCIATES  
 ARCHITECT  
 SUSAN VANDERPOOL  
 18221 ANNATTO CT.  
 CHINO HILLS, CA. 91709  
 SVANDER@AOL.CO  
 949-619-3437

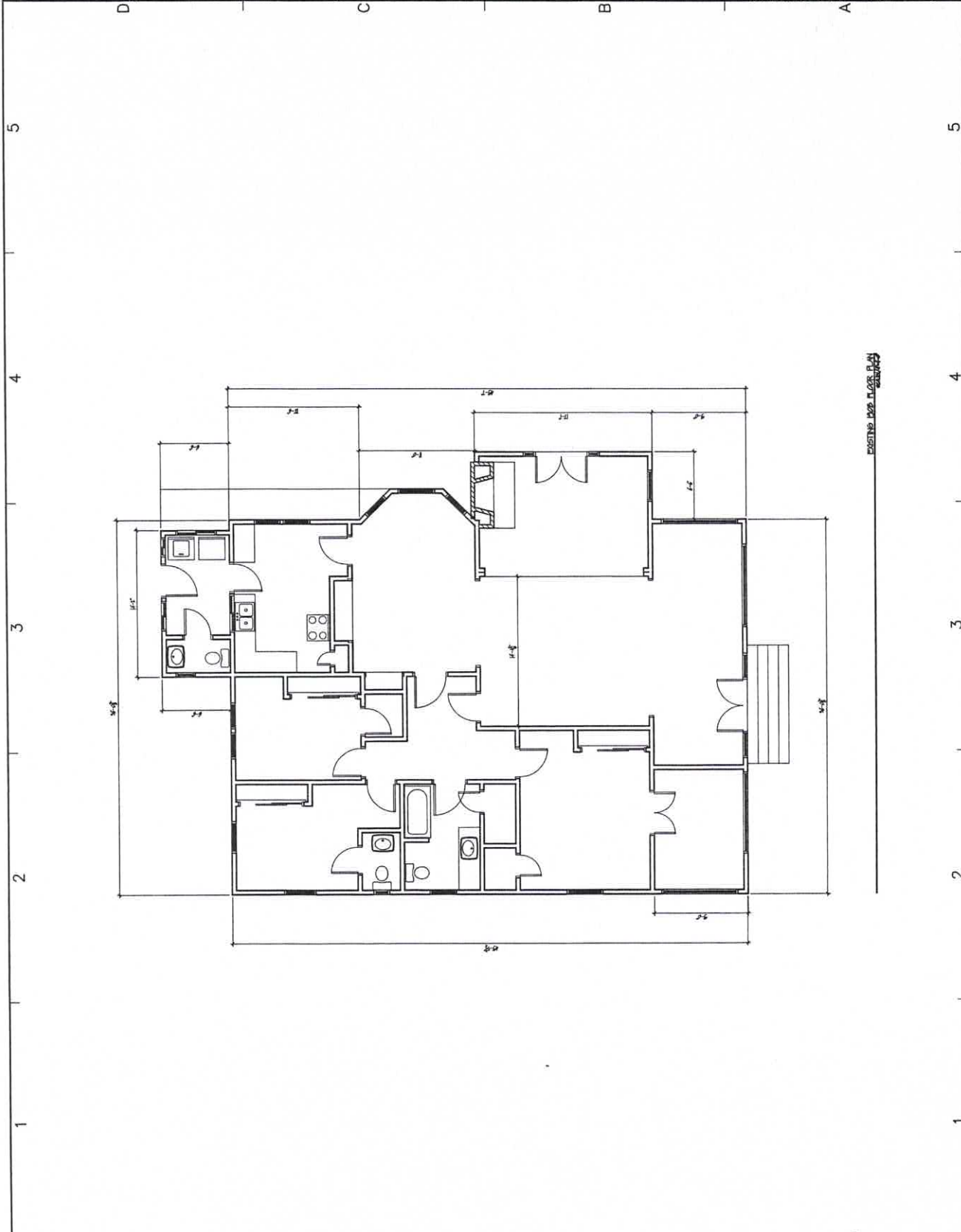
MR. & MRS. JESUS MARISCAL  
 345 MONTE VISTA  
 COVINA, CA. 91723

RESIDENTIAL LOT SPLIT AND  
 NEW SINGLE FAMILY RESIDENCE  
 667 EAST PUENTE STREET  
 COVINA, CA. 91723

SHEET TITLE: EXISTING  
 PROJECT NO.:  
 CAD DRAW FILE:  
 DRAWN BY:  
 CHECK BY:  
 DATE:

EXISTING 1908 RESIDENCE

SHEET: 0001 SIZE: A-07 OF: 0074 SHEETS



VANDERPOOL & ASSOCIATES  
 SUSAN VANDERPOOL  
 ARCHITECT  
 16231 ANNATTO CT.  
 CHINO HILLS, CA. 91709  
 SVANDERS@GMAIL.COM  
 949.930.9407

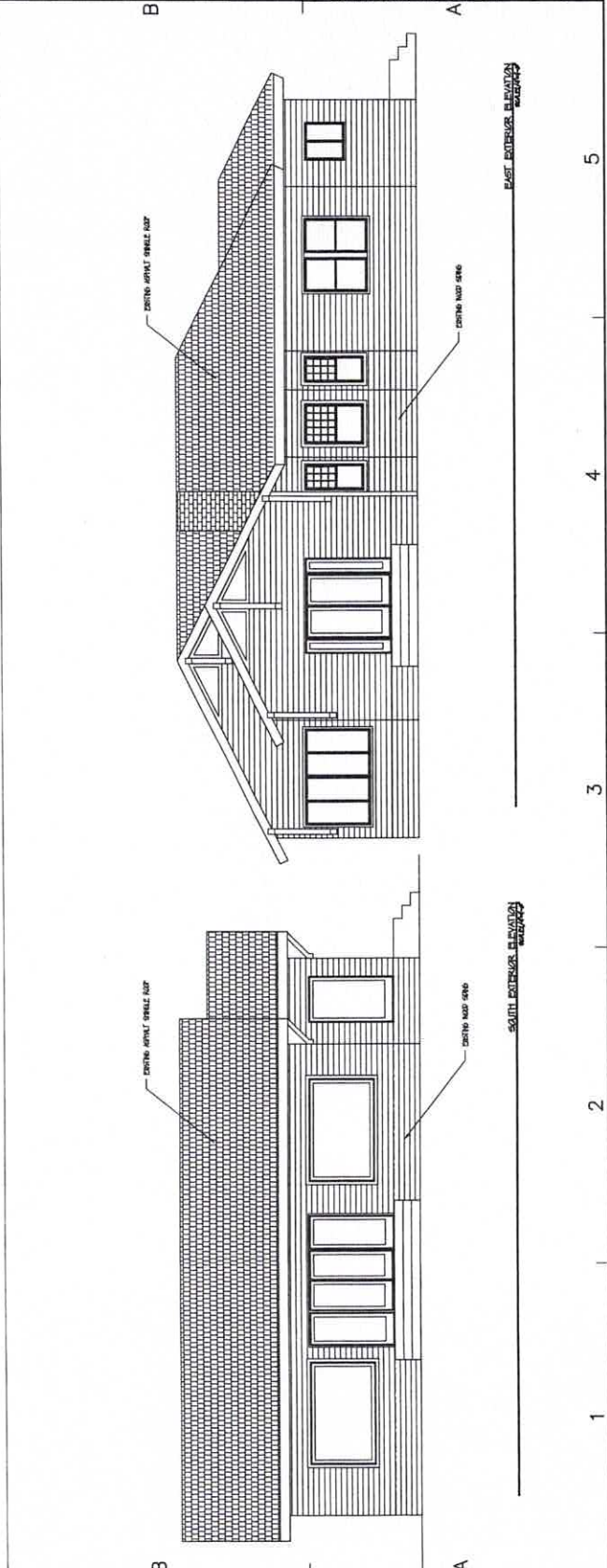
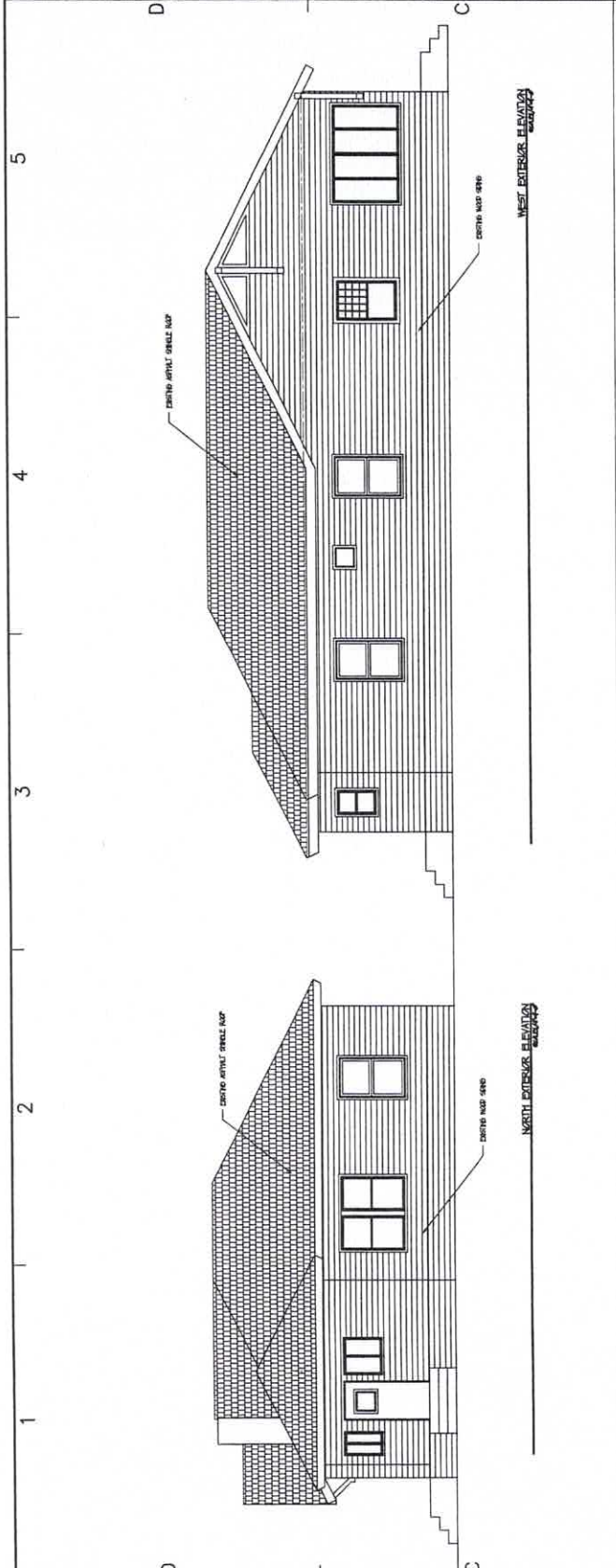
MR. & MRS. JESUS MARISCAL  
 345 MONTE VISTA  
 COVINA, CA. 91723

RESIDENTIAL LOT SPLIT AND  
 NEW SINGLE FAMILY RESIDENCE  
 667 EAST PUENTE STREET  
 COVINA, CA. 91723

PROJECT NO. \_\_\_\_\_  
 CAD DWG FILE: 1017  
 SHEET NO: 1017  
 DATE: 01/11/17  
 DRAWN BY: JMM  
 CHECKED BY: JMM  
 PROJECT TITLE: \_\_\_\_\_  
 SHEET TITLE: \_\_\_\_\_

EXISTING 1908 RESIDENCE

SHEET \_\_\_\_\_ OF \_\_\_\_\_ SHEETS  
 A-08



# EXHIBIT 5

September 4, 2019

Jesus Mariscal  
345 Monte Vista Street  
Covina, CA 91723

**SUBJECT: APPROVAL OF APPLICATION SITE PLAN REVIEW (SPR) 19-010 –  
PROPOSAL TO CONSTRUCT A TWO-STORY SINGLE-FAMILY  
RESIDENCE ON A NEW PARCEL**

Dear Jesus,

Your project proposal has successfully completed the City's Site Plan Review (SPR) process, and approval has been granted. The approval is for to construct a two-story single-family home on a new parcel (Parcel 2). The approval is subject to certain conditions of approval, which are attached to this letter.

Your next step is to submit project-related construction plans and associated documents to the Building and Safety Division to commence the Plan Check process. Once Plan Check is successfully completed and all requirements of Building and Safety and other departments have been met, building permits for the project will be issued.

We hope that your experience with the City's overall development review process has been and will continue to be positive. If you have any questions regarding the Conditions of Approval, feel free to contact me at (626) 384-5455 or at [mwu@covina.gov](mailto:mwu@covina.gov).

Sincerely,

Megan Wu  
Planning Technician

cc: Brian K. Lee, AICP, Director of Community Development  
Robert Fisher, Building Official



**FINDINGS AND CONDITIONS OF APPROVAL  
FOR SITE PLAN REVIEW (SPR) 19-010  
667 EAST PUENTE STREET**

**FINDINGS:**

1. All provisions of the Zoning Ordinance are complied with.

Facts: The proposed development, the key elements of which would be building size/location, usable yard areas, parking areas, and landscaping, would meet or conform to the intent of the development standards of the Single-Family Residential Zone and other provisions of the Zoning Code.

2. The basic project elements are so arranged that traffic congestion is avoided, pedestrian and vehicular safety and welfare are protected, and no adverse effects will occur on surrounding property.

Facts: The development will require a street dedication and public improvements on East Puente Street where a new sidewalk and one new drive approach will be constructed per city standards. In addition, the development will construct one new drive approach on Monte Vista Street. The number of new trips that would be generated would have a negligible impact on existing, surrounding traffic conditions. It can be concluded that project-related traffic congestion would be avoided, and the project would have no negative impact on adjacent streets and sidewalks.

3. The project design conforms to the General Plan and any Design Guidelines or Specific Plan that may be applicable to the project.

Facts: The project would comply with the land use-, circulation-, and housing-related components of the General Plan. Moreover, the overall design of the proposed building will comply with the applicable provisions of the Covina Design Guidelines.

4. The project design is harmonious, consistent, and complete within itself and functionally and visually compatible with neighboring land uses.

Facts: The design of the proposed project is generally attractive, functional, and well-integrated—or, harmonious, consistent, and complete within itself. Furthermore, the proposed project would be functionally and visually compatible with neighboring developments and land uses.

5. The development will constitute an adequate environment for the intended use by sustaining the desirability and stability of the neighborhood and community.

Facts: The proposed project is well designed for the intended residential use. Also, the project will provide viable, additional housing in the neighborhood and the overall community. In addition, the proposed conditions of approval will provide the City with adequate safeguards for preventing any issues.

6. Proposed lighting is so arranged as to reflect the light away from adjoining properties.

Facts: The proposed project will include exterior wall-mounted lighting. The light fixtures will be required to be directed downwards to prevent light spilling over onto adjacent properties. A detailed lighting plan must be submitted for review for compliance with the applicable safety-, security-, and design-related provisions of the Zoning Code and the Design Guidelines.

7. Proposed signs will not, by size, location, color, or lighting, interfere with traffic or limit visibility.

Facts: The proposed development will not contain any signage. Any signs are not permitted in residential zones. The project will comply with the provisions of the Zoning Code.

### **CONDITIONS OF APPROVAL**

**A. The Applicant shall contact Community Development Department, Planning Division at 626-384-5450, for compliance with the following conditions, prior to issuance of Building Permits:**

1. The approval of Site Plan Review SPR 19-010 is for the construction of one new single-family residence and the relocation of an existing home to a new parcel in the R-1-7,500 zone.
2. The approval of this Site Plan Review (SPR) application shall expire two (2) years from the date of this approval letter. The applicant may apply to extend the expiration date for a maximum period of one year and requires a written request to the Director of Community Development a minimum of thirty (30) days prior to expiration. The request must be approved by the Planning staff prior to expiration of the approved SPR application.

3. This approval will not be effective for any purposes until the applicant has filed with the Planning Division an affidavit stating that he is aware of and agrees to accept all of the conditions of this approval within 10 calendar days from the date of this approval letter.
4. The City has analyzed the project proposal and concluded that it will not have the potential for causing a significant effect on the environment; therefore, the Site Plan Review (SPR) application has been determined to be categorically exempt from environmental review under Section 15.303(b) or Class 3 of the California Environmental Quality Act (CEQA) Guidelines. The Applicant may wish to file a Notice of Exemption with the Los Angeles County Clerk within 5 calendar days from the date of this approval letter, which will reduce the legal challenges period 180 days to 35 days. To file the Notice of Exemption, please contact the Planning Division.
5. The City shall retain the right to exercise any enforcement action to correct violations or remove unpermitted activities and structures on any property. If any corrective action taken by the City or the property owner results in non-conformity of any adjacent uses and activities located on another property, the non-conforming entity shall correct any resulting violations.
6. Approval of Site Plan Review SPR 19-010 shall not waive compliance with all sections of the Zoning Code, all other applicable Covina Municipal Code, and applicable provisions of the Covina Design Guidelines in effect at the time of Building Permit issuance.
7. Lighting shall be situated to minimize or eliminate glare on any neighboring property or sensitive use.
8. If any provision of this approval is held or declared to be invalid, the Approval shall be void and the privileges granted herein shall lapse.
9. The Applicant shall defend, indemnify and hold harmless the City, 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 this permit approval, which action is brought within the applicable time period of Government Code Section 65009. The City shall promptly notify the Applicant of any claim, action, or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the Applicant of any claim, action or proceeding, or if the City fails to cooperate fully in the defense, the Applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City.
10. The Applicant shall reimburse the City for any court and attorney's fees which the City may be required to pay as a result of any claim or action brought against the City because of this grant. Although the Applicant is the real party in interest in an action, the City may, at its sole discretion, participate at its own expense in the

defense of the action, but such participation shall not relieve the Applicant of any obligation under this condition.

11. The site shall be developed and maintained in accordance with the approved project plans, which include a site plan, floor plan, and architectural elevations, all representations of record, and the conditions contained herein.
12. Minor modifications to this approval that are determined by the Director of Community Development or his designee to be in substantial conformance with the approved project plans and that do not intensify or change the use or require any deviations from adopted standards may be approved upon submittal of an administrative application and required fee.
13. Occupancy of the buildings shall not commence until such time as all California Building Code and pertinent State Code have been complied with. The buildings shall be inspected for compliance and final acceptance granted prior to occupancy.
14. All grading and all exterior (during construction and following project completion) drainage on the property shall conform to all applicable requirements of the Public Works Department. The applicant shall attempt to limit any grade differentials with either abutting property. Any post-development grade differentials of 2½ feet or more with either abutting site may warrant Planning Commission review.
15. The costs and expenses of any code enforcement activities, including, but not limited to, attorneys' fees, caused by applicant's or property owner's violation of any condition imposed by this Site Plan Review or any provision of Covina's Municipal Code shall be paid by the applicant or property owner.
16. The site, landscaping and, other improvements shall be maintained in a sound, healthy and attractive condition, free of weeds, visible deterioration, graffiti or other conditions which violate the Municipal Code.
17. In accordance with Chapter 11.36 of the Covina Municipal Code, no street trees adjacent to the appurtenant site shall be cut or trimmed in any manner by any persons associated with property unless a written permit from the Public Works Department is first obtained. In addition, the applicant shall contact Public Works prior to doing any work in or modifying any elements (other than trees) currently within the parkway.
18. All new utility service lines shall be installed underground, meeting applicable Public Works' standards, and any required improvements in the adjoining public right-of-ways shall further meet the applicable requirements of Public Works.
19. Detailed landscape and irrigation plans must be submitted for review and approval, prior to issuance of building permits. These plans shall conform to the applicable standards and requirements of the City's Water-Efficient Landscape Ordinance

(Chapter 17.82 of the Covina Municipal Code) and the July 2015-updated Model State Water Efficient Landscape Ordinance of the State of California Water Commission.

20. Submit a Construction Mitigation/Management Plan prior to issuance of any permits. The Construction Mitigation/Management Plan shall address the following potential impacts:
  - a. The applicant shall prepare a construction mitigation plan to mitigate noise as well as other construction-related impacts. The construction mitigation plan shall address the following areas: 1) site supervision, 2) site access, 3) delivery/haul route and traffic control, 4) material storage and staging, 5) construction parking, 6) work hours, 7) noise reduction, 8) erosion control, 9) dust and mud control, 10) debris cleanup, 11) street sweeping, 12) pedestrian and neighborhood safety, 13) project contact-related signage, and 14) subcontractor education and security measures.
  - b. All project construction activities shall only occur on Mondays through Saturdays from 7:00 a.m. to 7:00 p.m. only (unless a special construction permit is granted by the City). No construction shall occur on Sundays or legal holidays.
  - c. All construction equipment shall be in proper operating condition and shall be fitted with standard factory noise attenuation features. All equipment shall further be properly maintained to assure that no additional noise, due to worn or improperly maintained parts, would be generated.
  - d. The applicant and/or his representative(s) shall frequently monitor for and, if detected, remove any and all graffiti on and/or repair damaged or vandalized construction-related fencing and/or related elements as quickly as feasible.
  - e. Loud noise-generating activities, such as crushing concrete pavement, will be restricted to 7:00 am to 6:00 pm Monday through Friday. Multiple signs on the site shall be posted stating the permitted days and hours of construction, prohibiting "drinking, loitering, and music" at all times, and stating phone listings for community concerns.
  - f. View-obscuring construction fencing shall be provided around the entire project site. Construction entries shall be gates with view-obscuring materials.
  - g. At least thirty days prior to the commencement of any project-related grading, the applicant and/or his/her representative(s) shall notify the occupants of all residential and institutional properties that lie within 500 feet of the subject property of the general parameters of the impending grading and construction activities.

**B. The Applicant shall contact Community Development Department, Building and Safety Division at 626-384-5460 for compliance with the following conditions, prior to issuance of Building Permits:**

1. Submit eight (8) sets of complete plans including any proposed demolition, utilities and earthwork; (2) sets shall be "stamped approved" by the Covina Planning

Division and include the Building Section's comments for consultant review. This project must comply with the 2016 California Building Standards and Energy Code.

2. Two sets each of any structural and energy calculations shall be submitted with the above-mentioned plans. All calculations must bear an original signature from the documented author.
3. This project must comply with Federal and State Accessibility requirements to and throughout the building. Include compliance methods and structural details on the plans.
4. Demolition and renovations activities require an asbestos containing materials (ACM) survey. (SCAQMD RULE 1403) The ACM report shall be prepared by an accredited testing laboratory in accordance with SCAQMD rules and regulations. Proof of notification to the South Coast Air Quality Management District (SCAQMD), Office of Operations, shall be submitted to the Building Division with your permit application for all renovations and demolition activities. Contact the SCAQMD at the address or number below for more information. Once any demolition activity has been approved by the SCAQMD, a formal demolition plan and permit must be obtained from the Building Division.

SCAQMD Headquarters; 21865 Copley Drive, Diamond Bar, CA, (909) 396-2381

5. Los Angeles County Fire Department review of the construction plans shall be required. Contact one or more of their Regional plan check office(s): Appointments to discuss Fire Department requirements may be made between 7:30 a.m. and 10:30 a.m. The main office is located at 5823 Rickenbacker Road, Commerce, CA 90040-3027. Phone number is (323) 890-4125. Regional plan check offices for the Los Angeles County Fire Department:

Glendora Office, Building Plan Review Only  
231 W. Mountain View Avenue  
Glendora, CA 91740  
(626) 963-0067

Commerce Office, Sprinkler & Alarm Plan Review  
5823 Rickenbacker Road  
Commerce, CA 90040-3027  
(323) 890-4125

6. School District application and approval including any related fees must be provided before permit issuance.
7. Construction activity within 500 feet of a residential zone is prohibited between 8:00 p.m. and 7:00 a.m. and on Sundays and holidays unless otherwise permitted by the City.

**C. The Applicant shall contact Community Development Department, Housing Division at 626-384-5906 for compliance with the following conditions:**

1. Residential Development Impact fees (DIF) apply. DIF are payable where new dwelling units are created. Fees are due prior to the date of final inspection, or the date of certificate of occupancy issued, whichever is first. Development impact fees are due prior to the date of final inspection, or the date the certificate of occupancy is issued, whichever occurs first. The Applicant shall contact the Director or his designee for calculation of the residential development impact fee, prior to issuance of any permits for the Project.

**Development Impact Fee calculation when Quimby Act does not apply to the development:**

Land Use	Impact Fee		No. of Units		Total Fee
Single Family Residential	\$11,594 per dwelling unit* Of which \$6,172 per dwelling unit applies to Park (Non-Quimby Act) Impact Fees	x		=	
Multiple Family Residential	\$9,008 per dwelling unit* Of which \$4,759 per dwelling unit applies to park (Non-Quimby Act) Impact fees	x		=	

2. The Project is required to annex into Community Facilities District 2007-01 (the "CFD") for the purpose of financing the Project's proportionate share of the cost for police response, fire and emergency medical response, and park services. The applicant shall petition the City to annex to the City's existing CFD under the California Mello-Roos Community Facilities Act (Government Code, Section 53311 et seq.) (the Act"). The annexation process places a special tax on the property owner's tax bill. In FY 18-19 the tax is as follows:

Tax Class	Description	Maximum Special Tax
1	Single Family Residential	\$681.12 per unit
2	Multi-Family Residential	\$510.51 per unit
3	Mixed-Use Property	\$510.51 per unit

The annexation process takes approximately two months, and includes two City Council meetings, one of which is a public hearing and a special election. This annexation shall be completed prior to issuance of building permits for the production units. The applicant is responsible for the cost incurred by the City to

annex the development to the CFD. **The cost of the annexation process is approximately \$3,500.**

#### **D. PUBLIC WORKS - ENGINEERING DIVISION**

1. All public and private improvements (exterior streets, interior streets, drainage facilities, medians, landscaped areas, etc.) shown on the plans and/or Tentative Map shall be constructed to City Standards. Exterior and interior street and parking improvements shall include, but are not limited to, curb and gutter, AC pavement, striping, signing, drive approaches, sidewalks, street lights, and street trees.
2. Prior to issuance of any permits, the applicant shall submit a Precise Grading Plan for the project showing building footprints, pad elevations, finished grades, drainage routes, retaining walls, erosion control measures, and other pertinent information in accordance with Appendix J of the California Building Code, latest edition for review and approval of the City Engineer.
3. The applicant shall submit a Soils and Geologic Report to the satisfaction of the City Engineer.
4. Prior to the issuance of a Grading Permit, the applicant shall submit a temporary erosion control plan to the satisfaction of the City Engineer. The erosion control shall be installed and operable at all times.
5. Improvement Plans and Construction:
  - a. Street Improvements Plans within the limits of the development shall be prepared by a registered Civil Engineer and shall be submitted to and approved by the City Engineer including Street trees, raised concrete median island, driveways, and street lights.
  - b. The applicant shall obtain a public works permit for all work in or adjacent to the public right-of-way (ROW). All work within the public ROW shall be in accordance with applicable standards of the City of Covina, i.e. Standard Specifications for Public Works Construction (Green Book), and the Work Area Traffic Control Handbook (WATCH), and further that construction equipment ingress and egress be controlled by a plan approved by the City Engineer.
  - c. Pavement striping, marking, traffic signing, street name signing, shall be installed to the satisfaction of the City Engineer.
  - d. Access ramps for the disabled shall be installed on all corners of intersections per City Standards or as directed by the City Engineer or his/her designee in accordance with applicable federal, state and local laws and regulation and City's Subdivision Ordinance (CMC Chapter 16).
  - e. Existing City roads requiring construction shall remain open to traffic at all times with adequate detours during construction. Street or lane closure permits are required.



- f. Due to construction, the Applicant shall be responsible for any repairs within the limits of the Project Site development, including streets and paving, curbs and gutters, sidewalks, and street lights, as determined by the City Engineer.
6. A Final Map prepared by or under the direction of a Registered Civil Engineer or Licensed Land Surveyor must be processed through the City Engineer prior to being filed with the Los Angeles County Recorder.
7. The applicant shall dedicate an additional seven (7) feet along the northside of the Puente for street widening purposes.
8. A preliminary title report and subdivision guarantee is required and such document shall show all fee interest holders; all interest holders whose interest could ripen into a fee; all trust deeds, together with the name of the trustee; and all easement holders. The account for this title report should remain open until the Final Map is filed with the Los Angeles County Recorder.
9. In accordance with applicable provisions under the Subdivision Map Act and under City Subdivision Ordinance (CMC Chapter 16), the Applicant shall submit a preliminary subdivision guarantee relating to specified improvements if grants, dedications, or offers of dedication are to be made by certificate on the Final Map. A final subdivision guarantee will be required at the time of filing of the Final Map with the Los Angeles County Recorder.
10. The Applicant shall execute a Subdivision Improvement Agreement and submit security in an amount acceptable to the City Engineer and the City Attorney in accordance with applicable bonding provisions under the Subdivision Map Act and under City's Subdivision Ordinance (CMC Chapter 16) to guarantee construction of the identified public and private improvements. All security must be accessible to the City at any time and in a form acceptable to the City Engineer.
11. The Applicant shall provide a Monumentation Bond in an amount sufficient to guarantee the setting of monumentation specified in writing by a Registered Engineer or Licensed Land Surveyor of Record.
12. The Applicant's engineer or surveyor shall set durable monuments to the satisfaction of the City Engineer in conformance with Section 66495 of the Subdivision Map Act.
13. All easements that are intended to exist on the Project Site at the time of the Final Map recordation must be accounted for on the approved TTM. This includes the location, owner, purpose, and recording reference for all existing easements. If an easement is blanket in nature or indeterminate in nature, a statement to that effect must be shown on the TTM in lieu of its location.

14. The Applicant shall provide drainage improvements to carry runoff of storm water in the area proposed to be developed, and for contributing drainage from adjoining properties to the reasonable satisfaction of the City Engineer and in accordance with all applicable federal, state and local laws and regulations and City's Subdivision Ordinance (CMC Chapter 16). The proposed drainage improvements shall be based on a detailed hydrology study conforming to the current Los Angeles County Methodology. The proposed on-site storm drain improvements shall be privately maintained by each property owner.
15. Prior to issuance of any building permits for production units, all Project utilities shall be placed underground in accordance with Covina Municipal Code Section 16.30.020, including facilities and wires for the supply and distribution of electrical energy, telephone, cable television, etc., to the satisfaction of the Community Development Director and City Engineer.
16. The Applicant shall install sewer improvements for the proposed Project in accordance with City Standards and to the satisfaction of the City Engineer.
17. Prior to issuance of any building permits, the Applicant shall verify that any required sewer connection fees have been paid to the City of Covina and the County of Los Angeles Department of Public Works, Sewer Maintenance District.
18. Prior to issuance of any building permits, the Applicant shall verify that the proposed Project has been annexed into the Los Angeles County Sanitation District.
19. The Applicant shall install water improvements for the proposed Project in accordance with City Standards and to the satisfaction of the City Engineer.
21. The Applicant shall obtain a Building Permit from the Building and Safety Department prior to removing and relocating the existing structure on the property.

#### **E. PUBLIC WORKS – ENVIRONMENTAL SERVICES DIVISION**

1. LID – Project qualifies as a Low Impact Development, and must incorporate storm water BMPs.
2. C&D – 75% of construction and demolition debris must be recycled. Forms and a security deposit will be required.

#### **F. LOS ANGELES COUNTY FIRE DEPARTMENT – FIRE PREVENTION DIVISION**

1. Comply with Los Angeles County Fire Department Codes and Regulations.

END OF CONDITIONS OF APPROVAL

EXHIBIT 6

RESOLUTION NO. 2019-013 PC

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COVINA, CALIFORNIA, RECOMMENDING TO THE CITY COUNCIL APPROVAL OF TENTATIVE PARCEL MAP (TPM) 82493, A SUBDIVISION OF 0.50 ACRE PARCEL INTO 2 LOTS TO ALLOW THE DEVELOPMENT OF ONE SINGLE-FAMILY HOUSE ON PARCEL 1 AND THE RELOCATION OF EXISTING SINGLE-FAMILY HOUSE ON PARCEL 2, LOCATED AT 667 EAST PUENTE STREET – APN: 8446-009-006**

WHEREAS, Susan Vanderpool (Applicant) has filed a Tentative Parcel Map (Application) to subdivide and construct one detached single-family dwelling unit (one dwelling unit on each lot) and associated improvements on a 21,984 sq. ft or .50-acre property located at 667 East Puente Street, Covina (Property); and

WHEREAS, on September 10, 2019 the Planning Commission conducted a duly noticed public hearing at which time the oral and written evidence along with written recommendation from the Planning Division was presented to the Planning Commission. The Planning Commission concluded said hearing on that date

**NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF COVINA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. The foregoing recitals are true and correct and are incorporated herein and made an operative part of this Resolution.

SECTION 2. Based upon the entire record made available at the September 10, 2019 public meeting, the staff report, the oral presentation, and related documents submitted to the Planning Commission prior to and at the meeting, the Planning Commission hereby finds and determines as follows:

- A. Tentative Maps Findings (CMC 16.08.140)
  - 1. The design and improvements of the proposed subdivision is consistent with the General Plan and all applicable codes and regulations.

Facts: The proposed subdivision complies with the lot size and the lot dimensions of the R-1-7500 Single-Family Residential Zone. The proposed development, the key elements of which would be building size/location, usable yard areas, parking areas, and landscaping, would meet or conform to the intent of the development standards of Chapter 17.22 of the Covina Municipal Code and General Plan. A Site Plan Review application to construct a two-story house and the relocation of the existing house was submitted to the City in conjunction with the Tentative Parcel Map. Upon approval by the City Council of the proposed subdivision, the Site Plan Review will subsequently be granted approval by the Director of Community

Development.

2. The subdivision is physically suitable for the type and proposed density of development proposed by the tentative map.

Facts: The overall size of the site is 21,984 square feet. The proposed density is within the allowed "LDR – Low Density Residential" General Plan Land Use Designation. The subdivision is physically suitable for the development of one single-family home per lot.

3. The design of the subdivision and proposed improvements, with conditions of approval will not be likely to cause significant environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Facts: The site currently contains an existing single-family dwelling unit. The site is not designated a fish or wildlife habitat nor is it located nearby to any such territory. The design of the subdivision and proposed improvements will not be likely to cause significant environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

4. The design of the subdivision and the type of improvements are not likely to cause serious public health problems.

Facts: The design of the proposed project is generally attractive, functional, and well-integrated to the surrounding properties. It will be harmonious, consistent, and complete within itself. The design of the subdivision and the type of improvements are not likely to cause serious public health problems.

5. The design of the subdivision provides for future passive or natural heating and cooling opportunities in the subdivision to the extent feasible.

Facts: The design of the subdivision and its proposed residential development will provide the possibility and opportunity to have passive or natural heating and cooling for the buildings. Furthermore, the residential development will have to comply with Title 24 of the Uniform Building Code.

6. Focusing on the design of the subdivision and the type of improvements to be required, the project will not conflict with easements acquired by the public at large for access through or the use of the subdivision or with the design of alternate easements that are substantially equivalent to those previously acquired by the public.

Facts: The design of the subdivision will not conflict with existing city rights-of-way or other public access easements.

7. The proposed project with its subdivision design is consistent with the city's

parkland dedication requirements (Quimby Act – Chapter 16.28 CMC).

Facts: The proposed subdivision of 5 or fewer parcels is exempt from the city’s parkland dedication requirements. Development Impact fees and annexation into the city’s Communities Facilities District are applicable, which address fiscal impacts to city services and parks.

8. The applicant has demonstrated that a sufficient water supply will be available to serve the subdivision, in accordance with California Government Code Section 66473.7.

Facts: The proposed subdivision is served by City of Covina Water, which has sufficient capacity to provide water to serve the two lots. However, the landscape design for the two lots is required to comply with CMC Chapter 17.82 regarding Water Efficient Landscape Regulations and the State July 2015 Model Water Efficient Landscape Ordinance (MWELo).

SECTION 3. Pursuant to the California Environmental Quality Act (CEQA), the Community Development Department staff has analyzed the Tentative Parcel Map time extension application and concluded that the “project” is exempt from the requirements of the California Environmental Quality Act (CEQA). The project qualified as a Class 3 and Class 15 exemption under State CEQA Guidelines Section 15315, as the project consists of the subdivision of one lot into two lots and the development of one single family dwelling units on .50-acre parcel. Staff finds that there is no substantial evidence that the project will have a significant effect on the environment and no additional analysis is required. The Planning Commission has reviewed the Community Development Department staff’s determination of exemption, and based on its own independent judgment, concur in staff’s determination that the project is exempt from CEQA.

SECTION 4. Based upon the findings and conclusion set forth in Sections 1, 2 and 3 above, the Planning Commission hereby recommend approval of Tentative Parcel Map (TPM) 82493 subject to the conditions of approval incorporated herein and attached hereto as Exhibit “A.”

SECTION 5. The Secretary of the Planning Commission is directed to serve, by first-class mail, a written notice of this decision to the Applicant within five (5) days.

SECTION 6. This Resolution shall become effective immediately upon its adoption, subject to a 10 calendar-day appeal period.

**PASSED, APPROVED AND ADOPTED** by the members of the Planning Commission of the City of Covina at a regular meeting thereof held on the 10<sup>th</sup> day of September, 2019.

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BRAD MANNING  
CHAIRMAN, PLANNING COMMISSION

I hereby certify that the foregoing is a true copy of a resolution adopted by the Planning Commission of the City of Covina at a regular meeting thereof held on the 10<sup>th</sup> day of September, 2019 by the following vote of the Planning Commission:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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COVINA PLANNING COMMISSION SECRETARY

**EXHIBIT A - CONDITIONS OF APPROVAL  
TENTATIVE PARCEL MAP (TPM) 82493  
667 EAST PUENTE STRET**

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**ALL OF THE FOLLOWING CONDITIONS APPLY TO THE PROJECT**

**A. TIME LIMITS:**

1. **Tentative Parcel Map (TPM) 82493:** Approval of this application will expire two years from the date of City Council approval if building permits are not issued unless otherwise extended pursuant to applicable laws. The applicant may apply to extend the expiration date pursuant to CMC Chapter 16.08.160B upon written request to the Director of Community Development a minimum of thirty (30) days prior to expiration. The request must be approved by the Planning Commission prior to expiration of the approved TPM 82493.

**B. GENERAL REQUIREMENTS:**

1. This approval is for the subdivision of the existing 21,984 square foot property to two lots.
2. This approval will not be effective for any purposes until the Applicant has filed with the Planning Division an affidavit stating that it is aware of and agrees to accept all of the conditions of this approval as set forth herein and within 10 days from the date of this approval.
3. Applicant shall, at its own expense and with counsel selected by City, fully defend, indemnify and hold harmless City, its officials, officers, employees, and agents ("Indemnified Parties"), from and against any and all claims, suits, causes of action, fines, penalties, proceedings, damages, injuries or losses of any name, kind or description, specifically including attorneys' fees, ("Liabilities"), arising in any way out of City's approval of the Applications or the Project. Applicant's indemnification obligation shall include, but not be limited to, actions to attack, set aside, void, or annul the City's approval of the Applications, and Liabilities premised on, related to or invoking CEQA, including those arising out of City's decisions related to the Project's CEQA documents. City shall promptly notify Applicant of any such claim, action or proceeding, and shall cooperate fully in the defense of such claim, action, or proceeding. Applicant's indemnification obligations shall not be limited to the amount of insurance coverage that may be available to Applicant, and shall not otherwise be restricted or confined by the presence or absence of any policy of insurance held by City or Applicant.
4. Applicant's obligations, as set forth above, shall survive the completion or abandonment of the Project or the issuance of a certificate of occupancy with respect thereto. However, Applicant's obligations after the issuance of a certificate of compliance for the Project shall be limited to indemnifying and defending the Indemnified Parties from legal challenges filed to set aside any part of the Project or its related components. The provisions of this condition are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the City. Further, all obligations and Liabilities under this Condition are to be paid by the Applicant as they are incurred. Applicant's obligations to indemnify under this Condition shall include the obligation of the Applicant to defend City with legal counsel of City's own choosing.



13. The Project Site and all improvements thereon, including landscaping, must be maintained in a sound, healthy, and attractive condition reasonably free of weeds, visible deterioration, graffiti, debris and/or other conditions that violate the Covina Municipal Code.
14. The costs and expenses of any code enforcement activities, including, but not limited to, attorneys' fees, caused by applicant's violation of any condition or mitigation measure imposed hereunder or any provision of the Covina Municipal Code must be paid by the applicant.
16. The Project is required to annex into Community Facilities District 2007-01 (the "CFD") for the purpose of financing the Project's proportionate share of the cost for police response, fire and emergency medical response, and park services. The applicant shall petition the City to annex to the City's existing CFD under the California Mello-Roos Community Facilities Act (Government Code, Section 53311 et seq.) (the Act"). The applicant agrees to cooperate and not to oppose annexation to the CFD for purposes set forth above. This annexation shall be completed prior to issuance of building permits for the production units

Alternatively, at the Applicant's option, in lieu of annexation to the CFD as set forth above, Applicant may make a lump sum payment to the City ("In Lieu Payment") representing the Project's proportionate share of the cost for police response, fire and emergency medical response, and park services. The In Lieu Payment shall be calculated based upon the net present value of the special tax that would be levied upon the Project under the CFD over the term of the CFD special tax. The In Lieu Payment must be paid not later than prior to release of occupancy for the first lot/dwelling unit including the model homes, within the Project.

18. The Project shall be annexed into the existing Landscape District and Lighting District, which shall be completed prior to issuance of building permits.
19. Development Impact Fees for the Project shall be paid, prior to the release of the first dwelling unit for the Project. The Applicant shall contact Director or his designee for calculation of the Commercial Development Impact Fees, prior to issuance of any permits for the Project.

#### **C. SITE DEVELOPMENT**

1. The Project Site shall be developed and maintained in accordance the approved plans on file with the Community Development Department, all representations of record made by the Applicant(s), the conditions contained herein, the Covina Municipal Code, the Town Center Specific Plan and the Covina Design Guidelines.
2. Final plans incorporating all conditions of approval and any plan-related changes required in the approval process shall be submitted for the Director or his designee for review and approval, prior to submittal for Plan Check process.
3. Copies of the signed City Council Approval Resolution and Director's approval letter shall be included on the plans (full size) for submittal of plan check. The full-size sheet(s) are for information only to all parties involved in the construction/grading activities and are not required to be wet sealed/stamped by a licensed Engineer/Architect.

4. All site, precise grading landscape, and irrigation, and street improvement-plans shall be coordinated for consistency, prior to issuance of any building permits for production units. permits
5. All ground mounted utility appurtenances such as transformers, AC condensers, etc. shall be adequately screened using a combination of concrete or masonry walls, and or landscaping to the reasonable satisfaction of the Director or his/her designee.
6. The Applicant shall contact the U.S. Postal Service to determine the appropriate type and location of mailboxes. The final placement of the mailboxes shall be subject to Director or his/her designee for review and approval, prior to issuance of certificates of occupancy.
7. During construction and following Project completion, all grading and all exterior drainage on the Project Site shall conform to all applicable requirements of the Public Works Department.
8. All site improvements along with landscaping and irrigation must be installed in accordance with approved plans and information on file with the Planning, Building, and Engineering Divisions, and the irrigation systems must be fully operational upon issuance of certificates of occupancy for production units. Furthermore, during construction, all on-site landscaped areas must be maintained reasonably free of weeds and debris.
9. The Project Site must be clean and reasonably free of trash and construction debris, and all construction equipment must be removed from the Project Site prior to issuance of the last certificate of occupancy for the production units.
10. Street trees shall be provided within the parkway strip along Puente Street and Monte Vista Street at approximately 20 feet on center and with a minimum of 24-inch box size trees, and subject to Director of Community Development and City Engineer review and approval.

**D. CONSTRUCTION MITIGATION/MANAGEMENT PLAN**

1. All construction must comply with the below-noted construction mitigation plan and the City Noise Ordinance.
2. The Applicant shall prepare a construction mitigation plan to mitigate noise as well as other construction-related impacts. This construction mitigation plan is in addition to the public noticing program for residential construction projects required by the City's Building and Safety Division. The construction-related activities shall conform to the following requirements that address potential noise and other construction-related impacts:
  - a. The construction mitigation plan shall address the following areas: 1) site supervision, 2) construction access and schedule, 3) delivery/haul route and traffic control, 4) material storage and staging, 5) construction parking, 6) work hours, 7) noise reduction, 8) erosion control, 9) dust and mud control, 10) debris cleanup, 11) street sweeping, 12) pedestrian and neighborhood safety, 13) Project contact-related signage, and 14) subcontractor education and security measures.
  - b. Construction-related activities, including grading activities, shall be prohibited between 6:00 pm and 7:00 am on Monday through Friday and between 5:00 pm and 8:00 am on Saturday and all day on Sundays and Holidays (except by special permit).

- c. All construction equipment shall be in proper operating condition and shall be fitted with standard factory noise attenuation features. All equipment shall further be properly maintained to help assure that no additional significant noise, due to worn or improperly maintained parts, would be generated.
  - d. The Applicant and/or his/her representative(s) shall frequently monitor for and, if detected, remove any and all graffiti on and/or repair damaged or vandalized construction-related fencing and/or related elements as quickly as feasible.
  - e. Loud noise generating activities such as crushing concrete pavement will be restricted to 7:00 am – 6:00 pm on Monday through Friday. Signs (multiple) shall be posted on site stating the days and hours of construction allowed, prohibiting “drinking, loitering and music” at all times, and including phone listings for community concerns.
  - f. View-obscuring construction fencing shall be provided around the entire Project Site. Construction entries shall have gates with view-obscuring material.
  - g. Comply with SWPPP. Provide contact information for Qualified Storm Water Practitioner (QSP) and Qualified Storm Water Developer (QSD).
3. At least thirty days prior to the commencement of any Project-related grading, the Applicant and/or his/her representative(s) shall notify the occupants of all residential and institutional properties that lie within 500 feet of the Project Site of the general parameters of the impending grading and construction activities.
  4. The approved construction mitigation/management plan shall be distributed to all contractors and subcontractors, and shall be maintained on-site through the duration of construction.

**E. PUBLIC WORKS - ENGINEERING DIVISION**

1. All public and private improvements (exterior streets, interior streets, drainage facilities, medians, landscaped areas, etc.) shown on the plans and/or Tentative Map shall be constructed to City Standards. Exterior and interior street and parking improvements shall include, but are not limited to, curb and gutter, AC pavement, striping, signing, drive approaches, sidewalks, street lights, and street trees.
2. Prior to issuance of any permits, the applicant shall submit a Precise Grading Plan for the project showing building footprints, pad elevations, finished grades, drainage routes, retaining walls, erosion control measures, and other pertinent information in accordance with Appendix J of the California Building Code, latest edition for review and approval of the City Engineer.
3. The applicant shall submit a Soils and Geologic Report to the satisfaction of the City Engineer.
4. Prior to the issuance of a Grading Permit, the applicant shall submit a temporary erosion control plan to the satisfaction of the City Engineer. The erosion control shall be installed and operable at all times.
5. Improvement Plans and Construction:
  - a. Street Improvements Plans within the limits of the development shall be prepared by a registered Civil Engineer and shall be submitted to and approved by the City Engineer including Street trees, raised concrete median island, driveways, and street lights.
  - b. The applicant shall obtain a public works permit for all work in or adjacent to the public right-of-way (ROW). All work within the public ROW shall be in accordance with

- applicable standards of the City of Covina, i.e. Standard Specifications for Public Works Construction (Green Book), and the Work Area Traffic Control Handbook (WATCH), and further that construction equipment ingress and egress be controlled by a plan approved by the City Engineer.
- c. Pavement striping, marking, traffic signing, street name signing, shall be installed to the satisfaction of the City Engineer.
  - d. Access ramps for the disabled shall be installed on all corners of intersections per City Standards or as directed by the City Engineer or his/her designee in accordance with applicable federal, state and local laws and regulation and City's Subdivision Ordinance (CMC Chapter 16).
  - e. Existing City roads requiring construction shall remain open to traffic at all times with adequate detours during construction. Street or lane closure permits are required.
  - f. Due to construction, the Applicant shall be responsible for any repairs within the limits of the Project Site development, including streets and paving, curbs and gutters, sidewalks, and street lights, as determined by the City Engineer.
6. A Final Map prepared by or under the direction of a Registered Civil Engineer or Licensed Land Surveyor must be processed through the City Engineer prior to being filed with the Los Angeles County Recorder.
  7. The applicant shall dedicate an additional seven (7) feet along the northside of the Puente for street widening purposes.
  8. A preliminary title report and subdivision guarantee is required and such document shall show all fee interest holders; all interest holders whose interest could ripen into a fee; all trust deeds, together with the name of the trustee; and all easement holders. The account for this title report should remain open until the Final Map is filed with the Los Angeles County Recorder.
  9. In accordance with applicable provisions under the Subdivision Map Act and under City Subdivision Ordinance (CMC Chapter 16), the Applicant shall submit a preliminary subdivision guarantee relating to specified improvements if grants, dedications, or offers of dedication are to be made by certificate on the Final Map. A final subdivision guarantee will be required at the time of filing of the Final Map with the Los Angeles County Recorder.
  10. The Applicant shall execute a Subdivision Improvement Agreement and submit security in an amount acceptable to the City Engineer and the City Attorney in accordance with applicable bonding provisions under the Subdivision Map Act and under City's Subdivision Ordinance (CMC Chapter 16) to guarantee construction of the identified public and private improvements. All security must be accessible to the City at any time and in a form acceptable to the City Engineer.
  11. The Applicant shall provide a Monumentation Bond in an amount sufficient to guarantee the setting of monumentation specified in writing by a Registered Engineer or Licensed Land Surveyor of Record.
  12. The Applicant's engineer or surveyor shall set durable monuments to the satisfaction of the City Engineer in conformance with Section 66495 of the Subdivision Map Act.
  13. All easements that are intended to exist on the Project Site at the time of the Final Map recordation must be accounted for on the approved TTM. This includes the location, owner,

purpose, and recording reference for all existing easements. If an easement is blanket in nature or indeterminate in nature, a statement to that effect must be shown on the TTM in lieu of its location.

14. The Applicant shall provide drainage improvements to carry runoff of storm water in the area proposed to be developed, and for contributing drainage from adjoining properties to the reasonable satisfaction of the City Engineer and in accordance with all applicable federal, state and local laws and regulations and City's Subdivision Ordinance (CMC Chapter 16). The proposed drainage improvements shall be based on a detailed hydrology study conforming to the current Los Angeles County Methodology. The proposed on-site storm drain improvements shall be privately maintained by each property owner.
15. Prior to issuance of any building permits for production units, all Project utilities shall be placed underground in accordance with Covina Municipal Code Section 16.30.020, including facilities and wires for the supply and distribution of electrical energy, telephone, cable television, etc., to the satisfaction of the Community Development Director and City Engineer.
16. The Applicant shall install sewer improvements for the proposed Project in accordance with City Standards and to the satisfaction of the City Engineer.
17. Prior to issuance of any building permits, the Applicant shall verify that any required sewer connection fees have been paid to the City of Covina and the County of Los Angeles Department of Public Works, Sewer Maintenance District.
18. Prior to issuance of any building permits, the Applicant shall verify that the proposed Project has been annexed into the Los Angeles County Sanitation District.
19. The Applicant shall install water improvements for the proposed Project in accordance with City Standards and to the satisfaction of the City Engineer.
20. The Applicant shall obtain a Building Permit from the Building and Safety Department prior to removing and relocating the existing structure on the property.

**F. PUBLIC WORKS – ENVIRONMENTAL SERVICES DIVISION**

1. LID – Project qualifies as a Low Impact Development, and must incorporate storm water BMPs.
2. C&D – 75% of construction and demolition debris must be recycled. Forms and a security deposit will be required.

**G. LOS ANGELES COUNTY FIRE DEPARTMENT – FIRE PREVENTION DIVISION**

1. Comply with Los Angeles County Fire Department Codes and Regulations.

- END OF CONDITIONS -





## Regular Meeting

# AGENDA ITEM REPORT

- Meeting:** Regular Meeting - Oct 01 2019
- Title:** Pilot Vehicle Leasing and Maintenance Program
- Presented By:** Chris Marcarello, Director of Public Works  
John Curley, Chief of Police
- Recommendation:**
1. Approve a pilot program for the leasing and ongoing maintenance of up to four (4) vehicles scheduled for replacement in Fiscal Year 2020;
  2. Authorize the City Manager, or designee, to execute necessary documents with Enterprise Fleet Management Inc. using the Sourcewell Competitive Purchasing Program (Contract #060618-EFM);
  3. Approve Resolution 19-92, appropriating \$34,400 from the Central Equipment Fund Balance to fund lease and maintenance payments for Fiscal Year 2019-20.

### EXECUTIVE SUMMARY:

The City's fleet is comprised of approximately two hundred (200) vehicles and equipment units that are used to provide public safety, parks and recreation, and public works services for the community. Fleet management activities (maintenance, purchasing, upfitting) are coordinated by the Department of Public Works in close cooperation with other departments. To ensure that the City's fleet is well-maintained and safe, the City uses a replacement methodology for its fleet assets that evaluates criteria such as age, mileage and repair/maintenance history.

Recently, members of the Police Department and Public Works Department identified an opportunity to explore a pilot program for the lease/management of fleet assets through Enterprise Fleet Management Inc. The program was competitively bid through the Sourcewell Cooperative Purchasing Program (Contract #060618-EFM) and provides member public agencies with access to cost-competitive fleet acquisition and management programs. As proposed, the City would look to lease up to four (4) vehicles that are scheduled for replacement in Fiscal Year 2020.

This pilot program provides the City with the opportunity to evaluate an alternative fleet procurement method that may provide cost savings and additional equity upon resale. The pilot program would be evaluated over a three to five-year period and not impact existing staffing assignments that oversee and manage the City's fleet.

### BACKGROUND:

The City's Department of Public Works provides a full-service fleet operation that oversees the management of all fleet and equipment assets. The operation consists of three (3) dedicated team members that provide a myriad of services to support regular City operations. Below is a sampling of the services provided by the DPW Fleet Division:

- Fleet Replacement - Preparation of specifications, bidding process and vehicle delivery.
- Fleet Upfitting – Purchase and installation of additional equipment needed on vehicles (lights, sirens, communications equipment, lifts, service bodies, etc.)

- Fleet Maintenance – Perform regular preventative maintenance functions (oil, tire rotation, brake pad replacement), repair services (transmission, tire replacement, brake replacement), regulatory servicing (smog testing/reporting) and body repairs.
- Regulatory Reporting – Manage vehicle safety reporting, insurance reporting and fueling tank inspections, among others.
- Parts Ordering/Inventory Management – Manage the ordering of replacement parts, inventory of parts kept on hand and inputting into fleet management software programs.
- Fuel Management – Oversee the delivery of fuel, management of fueling kiosks and required reporting to federal/state agencies.

## **DISCUSSION:**

The City uses a fleet replacement policy to prioritize asset replacement needs. The policy consists of a vehicle age/condition assessment and collaboration with departments to determine top priority replacement needs. As funding allows, vehicle replacements are included in the annual budget and purchased by user departments. Vehicles are then assigned a useful life and sold at the end of their lifespan.

As an alternative fleet procurement/management system, staff evaluated fleet leasing programs to determine if they may provide value to the City. These programs are turnkey, providing customers with fleet acquisition, maintenance and life cycle management functions. The programs also provide benefit in the potential opportunity to gain equity through the resale of fleet assets. Rather than purchasing an asset and depreciating it fully, a leasing program looks to cycle through assets every three to five years, depending on market conditions. If the market yields a return greater than the asset's book value, the City can decide to sell it and capture the equity for use in the acquisition of future fleet assets. Alternatively, the City may choose to keep the asset and purchase it outright.

In order to evaluate alternative fleet procurement and management systems, staff determined that a competitively bid program offered through Enterprise Fleet Management is worthwhile to test and could provide benefit to the City.

### Enterprise Fleet Management Lease Program

As part of the proposed pilot program, the City would replace up to four (4) vehicles with Enterprise Fleet Management, Inc. (EFM), a privately held, full-service fleet management firm that provides services to public agencies and private businesses throughout the United States. EFM is affiliated with Enterprise Holdings, which provides vehicle rental services, retail vehicle sales and fleet management services. In 2018, EFM was selected through a competitive process to provide fleet management services (leasing, purchasing, maintenance, financing, etc.) by Sourcewell, a national cooperative purchasing agency.

Through the EFM Program, the City would take delivery of selected vehicles at competitively bid prices and begin making lease payments (principal/interest) similar to a standard vehicle lease. There are no mileage restrictions, no abnormal wear/tear charges and no early termination penalties. The City retains all rights of ownership and can add any aftermarket equipment to vehicles (radios, safety lights, City logos, etc.). The City would also pay a monthly maintenance fee to cover most maintenance expenses (oil changes, brakes, tire servicing and other maintenance services) which would take place at local auto repair businesses in Covina.

During years 3 to 5 of the lease, EFM and City staff will evaluate existing resale markets for the leased vehicles. If resale prices exceed the book value of a vehicle, it can be sold and equity is rolled into replacement vehicles or paid to the City. Alternatively, the City can opt to buy out vehicles at the end of the lease term and assume management functions moving forward. The following table explains a hypothetical lease transaction under this system:



*Vehicle Type: 2020 Ford Explorer SUV*

Term (Months)/Mileage per year	60/12,000
Capitalized Cost	\$ 28,617.00
Interest Rate	5.21%
Monthly Payment (incl. tax)	\$ 547.17
Annual Payment	\$ 6,566.04
Annual Maintenance/Physical Damage Payment	\$ 588.84
Book Value at End of Term	\$ 5,498.80
Estimated Resale Value	<u>\$ 13,139.00</u>
Estimated Equity	\$ 7,240.20

In comparing this system with the City’s current replacement program, it is possible that value could be gained through EFM’s resale network for used vehicles. Through this program, EFM eliminates the “middle-man” in the supply chain and directly sells vehicles to the public. In addition, EFM proactively monitors the resale market and works with public agencies to identify favorable resale opportunities that will generate value. This is in contrast to the common process used by cities of purchasing a fleet asset, depreciating it over its lifespan and then selling it for minimal value once depreciated.

Based on this assessment, it is recommended that the City pursue a pilot program for up to four (4) vehicles under the EFM program over a 5-year lease term. The leasing and maintenance costs are described in the table below and more fully in Attachment D.

Department	Vehicle	Vehicle Cost	Total First Year Payment (Lease + Maintenance)
Public Works	Toyota Prius, Plug-In Electric Hybrid	\$30,103	\$ 7,400
Public Works	F 250 Service Body	\$36,831	\$ 18,500*
Police Department	Ford Interceptor	\$32,013	\$ 7,950
Police Department	Ford Interceptor	\$32,013	\$ 7,950

\*The proposed Ford F250 Service Body includes the installation of a utility service body and lift gate. EFM requires a 50% down payment of the cost of specialty aftermarket equipment during the first year. In subsequent years, the payment will revert to \$8,600 annually for lease/maintenance.

**FISCAL IMPACT:**

Funding for the Toyota Prius Plug-In Electric Hybrid is included in the City’s operating budget (Account # 2500-2600-55550). Funding for up to three (3) vehicles will be appropriated for the current fiscal year from the City’s Central Equipment internal service fund as follows:

Fund	Account	FY 2020 Payments (Lease + Maintenance)
Central Equipment Fund Balance	7010-66010-55550	\$ 34,400

Funding in out-years will be appropriated through the equipment fund as part of the annual budget process.

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

The proposed action is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act (“CEQA”) Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly.

**ATTACHMENTS:**

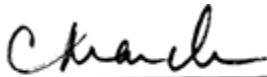
[Attachment A - Resolution CC 19-92 Equipment ISF Balance](#)

[Attachment B - Sourcewell RFP Documents](#)

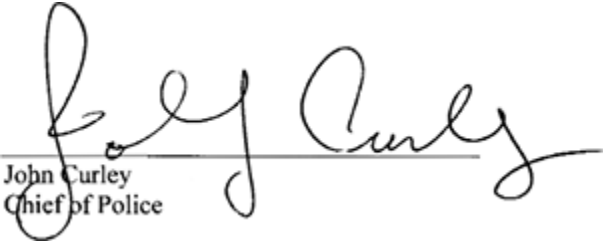
[Attachment C - Lease & Maintenance Agreements](#)

[Attachment D - Vehicle Quotes](#)

Respectfully submitted,



Chris Marcarello  
Director of Public Works



John Curley  
Chief of Police

**RESOLUTION CC 19-92**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA TO REFLECT AN APPROPRIATION OF \$34,400 FROM AVAILABLE CENTRAL EQUIPMENT FUND BALANCE FOR FLEET ACQUISITION AND MANAGEMENT PROGRAM AND INCREASE THE FISCAL YEAR 2020 DEPARTMENT OF PUBLIC WORKS BUDGET (ACCOUNT NO. 7010-66010-55550) IN THE AMOUNT OF \$34,400**

**WHEREAS**, the City of Covina is a municipal corporation duly organized and existing pursuant to the Constitution and laws of the State of California (“City”); and

**WHEREAS**, the Fiscal Year 2020 Operating Budget was approved on June 18, 2019; and

**WHEREAS**, the approved Operating Budget is in accordance with all applicable ordinances of the City and all applicable statutes of the State; and

**WHEREAS**, the reallocation of the appropriations between departmental activities may be made by the City Manager and amendments (increases/decreases) to the adopted 2020 Budget shall be by approval and Resolution of the City Council; and

**WHEREAS**, there is a need to replace vehicles in the City’s fleet that will be used to provide public safety and public works services to the community.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The following adjustments are made to the Fiscal Year 2019-2020 Operating Budget:

- Appropriate \$34,400 from the Central Equipment Fund balance.
- Increase Department of Public Works Budget by \$34,400 (account no. 7010-66010-55550).

**SECTION 2.** The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

**APPROVED and PASSED** this 1<sup>st</sup> day of October, 2019.

City of Covina, California

BY: \_\_\_\_\_  
JOHN C. KING, Mayor

ATTEST:

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GEORGIANNA NICOLE ALVAREZ  
Chief Deputy City Clerk

APPROVED AS TO FORM:

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CANDICE K. LEE, City Attorney

**CERTIFICATION**

I, Georgianna Nicole Alvarez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 19-92 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 1<sup>st</sup> day of October, 2019, by the following vote:

AYES:           COUNCIL MEMBERS:  
NOES:           COUNCIL MEMBERS:  
ABSTAIN:       COUNCIL MEMBERS:  
ABSENT:        COUNCIL MEMBERS:

Dated:

---

GEORGIANNA NICOLE ALVAREZ,  
Chief Deputy City Clerk



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

**RFP Opening**

**JUNE 7, 2018**

8:30 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12<sup>th</sup> Street Northeast, Staples, MN 56479

**RFP #060618**

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

**RFP Timeline**

- April 26, 2018**      **Publication of RFP** in the print and online version of *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, PublicPurchase.com, Biddingo, and Onvia.
- May 16, 2018**  
**10:00 a.m. CT**      **Pre-Proposal Conference** (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.
- May 30, 2018**      **Deadline for RFP questions.**
- June 6, 2018**  
**4:30 p.m. CT**      **Deadline for Submission of Proposals.** Late responses will be returned unopened.
- June 7, 2018**  
**8:30 a.m. CT**      **Public Opening of Proposals.**

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

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## **1 DEFINITIONS**

### **A. CONTRACT**

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

### **B. PROPOSER**

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

### **C. SOURCED GOOD or OPEN MARKET ITEM**

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

### **D. VENDOR**

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

## **2 ADVERTISEMENT OF RFP**

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

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

## **3 INTRODUCTION**

### **A. ABOUT NJPA**

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

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

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

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

### **B. JOINT EXERCISE OF POWERS LAWS**

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

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

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



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

### C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

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

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

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

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

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

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

### D. THE INTENT OF THIS RFP

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

**3.11** Beyond our primary intent, NJPA further desires to:

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

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

**3.11.2** Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;

**3.11.3** Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";

**3.11.4** Deliver a wide spectrum of solutions to meet the needs and requirements of NJPA and NJPA Member agencies; and

**3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

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

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

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

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

## E. SCOPE OF THIS RFP

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**3.27 [This section is intentionally blank.]**

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

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

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

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

## F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

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

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

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

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

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

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

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

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

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

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

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

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

## G. SOLUTIONS-BASED SOLICITATION

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

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

## **3** INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

### A. INQUIRY PERIOD

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

### B. PRE-PROPOSAL CONFERENCE

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

### C. IDENTIFICATION OF KEY PERSONNEL

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

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

### D. PROPOSER’S EXCEPTIONS TO TERMS AND CONDITIONS

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

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

### E. PROPOSAL FORMAT

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

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

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

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

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

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

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

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

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

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

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

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

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

## F. QUESTIONS AND ANSWERS ABOUT THIS RFP

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

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



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

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

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

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

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

**4.20 through 4.21 [These sections are intentionally blank.]**

## G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

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

## H. PROPOSAL OPENING PROCEDURE

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

## I. NJPA’S RIGHTS RESERVED

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

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

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

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

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

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

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

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

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

**4.24.9** Extend proposal due dates.

## **5** **PRICING**

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

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

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

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

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

### **A. LINE-ITEM PRICING**

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

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

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

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

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

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

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

## B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

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

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

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

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

## C. COST PLUS A PERCENTAGE OF COST

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

## D. HOT LIST PRICING

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

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

## E. CEILING PRICE

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

**5.19** [This section is intentionally blank.]

## F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

**5.20 through 5.23** [These sections are intentionally blank.]

## G. TOTAL COST OF ACQUISITION

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

## H. SOURCED GOOD or OPEN MARKET ITEM

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

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

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

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

## I. PRODUCT & PRICE CHANGES

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

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

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

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

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

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

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

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

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

**5.36 through 5.37** [These sections are intentionally blank.]

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

**5.39 through 5.43** [These sections are intentionally blank.]

## K. SALES TAX

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

## L. SHIPPING

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

**5.46 through 5.47** [These sections are intentionally blank.]

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

**5.49 through 5.50** [These sections are intentionally blank.]

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

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

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

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

## **6 EVALUATION OF PROPOSALS**

### A. PROPOSAL EVALUATION PROCESS

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

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

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

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

## **B. PROPOSER RESPONSIVENESS**

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

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

**6.6** Level-One Responsiveness means that the response

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

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

## **C. PROPOSAL EVALUATION CRITERIA**

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

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

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

**6.9** [This section is intentionally blank.]

#### D. OTHER CONSIDERATIONS

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

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

**6.12** [This section is intentionally blank.]

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

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

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

#### E. COST COMPARISON

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



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

## F. MARKETING PLAN

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

**6.19** NJPA marketing expectations include the following components.

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

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

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

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

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

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

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

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

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

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

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

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

## G. CERTIFICATE OF INSURANCE

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

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

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

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

**6.23.1.1 Commercial General Liability—Occurrence Form**

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

**6.23.1.2 Each Occurrence**

\$1,500,000

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

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

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

**H. ORDER PROCESS AND/OR FUNDS FLOW**

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

**6.28** [This section is intentionally blank.]

**I. ADMINISTRATIVE FEES**

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

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

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

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

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

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

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

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

**6.30 through 6.32 [This section is intentionally blank.]**

**J. VALUE-ADDED ATTRIBUTES**

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

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

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

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

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

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

**K. WAIVER OF FORMALITIES**

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

## 7 POST-AWARD OPERATING ISSUES

### A. SUBSEQUENT AGREEMENTS

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

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

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

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

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

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

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

## B. NJPA MEMBER SIGN-UP PROCEDURE

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

## C. REPORTING OF SALES ACTIVITY

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

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

## D. AUDITS

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

## E. HUB PARTNER

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

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

## F. TRADE-INS

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

## G. OUT OF STOCK NOTIFICATION

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

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

#### H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

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

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

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

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

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

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

**7.14.6** The Vendor fails to properly report quarterly sales;

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

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

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

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

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

## 8 GENERAL TERMS AND CONDITIONS

### 8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

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

### B. APPLICABLE LAW

**8.2** [This section is intentionally blank.]

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

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

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

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

**8.6 through 8.7** [This section is intentionally blank.]

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

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

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

### C. ASSIGNMENT OF CONTRACT

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



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

#### D. LIST OF PROPOSERS

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

#### E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

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

#### F. DATA PRACTICES

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

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

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

**8.16** [This section is intentionally blank.]

#### G. ENTIRE AGREEMENT

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

#### H. FORCE MAJEURE

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

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

**8.19 through 8.20** [These sections are intentionally blank.]

## I. LICENSES

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

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

## J. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

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

## K. NON-WAIVER OF RIGHTS

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

## L. PROTESTS OF AWARDS MADE

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

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

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

**8.25.3** Identification of the solicitation by RFP number;

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

**8.25.5** A precise statement of the relevant facts;

**8.25.6** Identification of the issues to be resolved;

**8.25.7** The aggrieved party's argument and supporting documentation;

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

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

#### M. SUSPENSION OR DISBARMENT STATUS

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

#### N. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

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

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

#### O. SEVERABILITY

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

#### P. RELATIONSHIP OF PARTIES

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

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

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

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

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

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

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

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

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

The equal opportunity clause is incorporated by reference herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**9** **FORMS**

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



**PROPOSER QUESTIONNAIRE- General Business Information**  
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: \_\_\_\_\_ Questionnaire completed by: \_\_\_\_\_

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

Name: \_\_\_\_\_ E-Mail address: \_\_\_\_\_

*Please answer the questions below using the Microsoft Word® version of this document.* This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

**Company Information & Financial Strength**

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
- 2) Provide a brief history of your company, including your company’s core values, business philosophy, and longevity in the FLEET MANAGEMENT SERVICES industry.
- 3) Provide a detailed description of the products and services that you are offering in your proposal.
- 4) What are your company’s expectations in the event of an award?
- 5) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.
- 6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- 7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
  - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
  - b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
- 9) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
- 10) Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.
- 11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

## **Industry Recognition & Marketplace Success**

- 12) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 13) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.
- 14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
- 15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- 17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

## **Proposer's Ability to Sell and Deliver Service Nationwide**

- 18) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.
  - a) Sales force.
  - b) Dealer network or other distribution methods.
  - c) Service force.Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.
- 19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 20)
  - a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.
  - b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
- 21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

## **Marketing Plan**

- 22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.
- 23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.



- 25) In your view, what is NJPA’s role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?
- 26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

**Value-Added Attributes**

- 27) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.
- 28) Describe any technological advances that your proposed products or services offer.
- 29) Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.
- 30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.
- 31) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 32) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.
- 33) NJPA Members may intend to use funds from a federal grant or contract under the Federal Emergency Management Agency (FEMA). In that event, state your ability and willingness to complete, execute, and provide the “Required FEMA Terms and Conditions Certification” form attached as Appendix D to the RFP.

**NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**PROPOSER INFORMATION**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Toll-Free Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Website Address: \_\_\_\_\_

**COMPANY PERSONNEL CONTACTS**

**Authorized signer for your organization**

Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

The person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.

**Who prepared your RFP response?**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Who is your company's primary contact person for this proposal?**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Other important contact information**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**



Company Name: \_\_\_\_\_

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NJPA's clarification on exceptions listed above:**

**Contract Award  
RFP #060618**

**FORM D**



**Formal Offering of Proposal**  
(To be completed only by the Proposer)

FLEET MANAGEMENT SERVICES

In compliance with the Request for Proposal (RFP) for FLEET MANAGEMENT SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

CAGE Code/DUNS: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_  
(Name printed or typed)



**Contract Acceptance and Award**

**(To be completed only by NJPA)**

NJPA **#060618** | \_\_\_\_\_

\_\_\_\_\_  
**Proposer's full legal name**

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

The effective start date of the Contract will be \_\_\_\_\_, 20\_\_\_\_\_ and continue until- \_\_\_\_\_ (no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

**National Joint Powers Alliance® (NJPA)**

NJPA Authorized signature: \_\_\_\_\_  
NJPA Executive Director (Name printed or typed)

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ NJPA Contract Number **#060618** |

NJPA Authorized signature: \_\_\_\_\_  
NJPA Board Member (Name printed or typed)

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ NJPA Contract Number **#060618** |

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

**Vendor Name** \_\_\_\_\_

Vendor Authorized signature: \_\_\_\_\_  
(Name printed or typed)

Title: \_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ NJPA Contract Number **#060618** |

**PROPOSER ASSURANCE OF COMPLIANCE**



**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Authorized Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Notarized**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public in and for the County of \_\_\_\_\_ State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Signature: \_\_\_\_\_



**OVERALL EVALUATION AND CRITERIA**

For the Proposed Subject FLEET MANAGEMENT SERVICES

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
<b>TOTAL POINTS</b>	<b>1000</b>	

Reviewed by: \_\_\_\_\_ Its \_\_\_\_\_  
 \_\_\_\_\_ Its \_\_\_\_\_





**Form P**

**PROPOSER QUESTIONNAIRE**

**Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: \_\_\_\_\_

Questionnaire completed by: \_\_\_\_\_

**Payment Terms and Financing Options**

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members’ purchase orders.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

**Warranty**

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
  - Do your warranties cover all products, parts, and labor?
  - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
  - Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?
  - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
  - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
  - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

**Pricing, Delivery, Audits, and Administrative Fee**

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.) Complete the attachment shown below in Excel format and submit as part of your pricing response. The workbook is included as part of the forms package and is titled “Pricing Grid.”

Pricing Grid			
	Type	Charged / Percentage	Details
<b>Acquisition</b>			
Interest Rate Index Used			
Basis Points(adder)			
Factory Order Vehicles	Domestic		
Factory Order Vehicles	Foreign		
Dealer Stock Vehicles	Domestic		
Dealer Stock Vehicles	Foreign		
<b>% Incentives Passed to Customer</b>			
Federal Tax Incentives			
State Tax Incentives			
Manufacture Incentives			
<b>Maintenance</b>			
Fixed Maintenance			
Occurance Maintenance			
<b>Fees</b>			
Management Fee			
Service Charge			
Lease Termination Fee			
Interim Interest	Yes / No		How is it calculated?
Resale Fee			
Provide fees not listed + rate			

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

10) The pricing offered in this proposal is

- \_\_\_\_\_ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- \_\_\_\_\_ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- \_\_\_\_\_ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- \_\_\_\_\_ d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list

costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.
- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.
- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

**Industry-Specific Questions**

- 19) Describe your available vehicle maintenance program(s).
- 20) Describe any vehicle (or other) rental program complementary to the service offerings that your company has in place.
- 21) Please provide current battery electric vehicles and plug-in hybrid electric vehicles your company can provide through this contract understanding that future models can be added.
- 22) Describe the process by which your company will ensure that all natural gas vehicles and propane autogas vehicles leased under this contract will mirror OEM maintenance and warranty provisions and that downtime is minimized.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**10 PRE-SUBMISSION CHECKLIST**

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

# 11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

## Section 1. Instructions for Vendor

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA’s Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.]

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, “Acme Widget Company #012416-AWC eff. 01-01-2017.”

*NOTE:* New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new “effective date” on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

**ADDITIONS.** New products and related services may be added to a contract if such additions are within the scope of the original RFP.

**DELETIONS.** New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

**PRICE CHANGES:** Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

*Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

*Price increases:* Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete “Pricing” details.

## Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME:

\_\_\_\_\_

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

NJPA CONTRACT NUMBER:

\_\_\_\_\_

**Section 3. Detailed Explanation of Need for Changes**

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or product changes.

*EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."*

If adding products, state how these are within the scope of the original RFP.

If changing prices or adding products or services, state how the pricing is consistent with existing NJPA contract pricing.





## Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

<http://nces.ed.gov/globallocator/>

[https://www.census.gov/2010census/partners/pdf/FIPS\\_StateCounty\\_Code.pdf](https://www.census.gov/2010census/partners/pdf/FIPS_StateCounty_Code.pdf)

<http://nccs.urban.org/sites/all/nccs-archive/html//PubApps/search.php>

<https://www.usa.gov/tribes#item-37647>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

[Oregon](#)

[Hawaii](#)

[Washington](#)





Appendix B - Political Subdivision List  
for HI, ID, OR, SC, UT, WA

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
County	County	County	County	County	County
Hawaii County	Ada County	Baker County	Abbeville County	Beaver County	Adams County
Kauai County	Adams County	Benton County	Aiken County	Box Elder County	Asotin County
Municipality	Bannock County	Central Oregon Intergovernmental Council	Allendale County	Cache County	Benton County
City and County of Honolulu	Bear Lake County	Clackamas County	Anderson County	Carbon County	Chelan County
<b>Higher Education</b>	Benevah County	Clackamas County Service District No. 1	Bamberg County	Carbondale County	Clallam County
Hawaii Community College	Bingham County	Clatsop County	Barnwell County	Davis County	Clark County
Honolulu Community College	Blaine County	Columbia County	Beaufort County	Duchesne County	Columbia County
University of Hawaii	Boise County	Coos County	Berkeley County	Duchesne County Special Service District No. 2	Cowlitz County
University of Hawaii Research Corporation	Bonner County	Crook County	Calhoun County	Emery County	Douglas County
Windward Community College	Bonneville County	Curry County	Catawba Regional Council of Governments	Five County Association of Governments	Ferry County
<b>Education (K-12)</b>	Boundary County	Deschutes County	Central Midlands Council of Governments	Garfield County	Franklin County
Hanalani Schools	Butte County	Douglas County	Charleston County	Grant County	Garfield County
Kamehameha Schools	Camas County	Gilliam County	Cherokee County	Iron County	Grant County
<b>Special District</b>	Canyon County	Grant County	Chester County	Juab County	Grays Valley County
Hawaii Community Development Authority	Caribou County	Harney County	Chesterfield County	Kane County	Island County
Hawaii Public Housing Authority	Cassia County	Hood River County	Clarendon County	Millard County	Jefferson County
Hawaii Tourism Authority	Clark County	Jackson County	Colleton County	Morgan County	King County
Honolulu Authority for Rapid Transportation	Clearwater County	Jefferson County	Darlington County	Plute County	King County Directors' Association
Natural Energy Laboratory of Hawaii Authority	Custer County	Josephine County	Dillon County	Rich County	Kitsap County
<b>State</b>	Elmore County	Klamath County	Dorchester County	Salt Lake County	Kittitas County
Hawaii Department of Accounting and General Services	Franklin County	Lake County	Edgefield County	San Juan County	Klickitat County
Hawaii Department of Finance and Administration	Fremont County	Lane Council of Governments	Fairfield County	Sanpete County	Lewis County
Hawaii Department of Health	Gem County	Lane County	Florence County	Sevier County	Lincoln County
Hawaii Employer-Union Health Benefits Trust Fund	Gooding County	Lincoln County	Georgetown County	Summit County	Mason County
Hawaii Health Systems Corporation	Idaho County	Linn County	Greenville County	Tooele County	Okanogan County
State Of Hawaii	Jefferson County	Malheur County	Greenwood County	Uintah County	Pacific County
	Jerome County	Marion County Housing Authority	Hampton County	Utah County	Pend Oreille County
	Kootenai County	Morrow County	Horry County	Wasatch County	Pierce County
	Latah County	Multnomah County	Jasper County	Washington County	San Juan County
	Lemhi County	Polk County	Kershaw County	Wayne County	Skagit County
	Lewis County	Sherman County	Lancaster County	Weber County	Skamania County
	Lincoln County	Tillamook County	Laurens County	<b>Municipality</b>	Snohomish County
	Madison County	Umatilla County	Lee County	Centerfield City	Spokane County
	Minidoka County	Union County	Lexington County	City of Alpine City	Stevens County
	Nez Perce County	Wallowa County	Lower Savannah Council of Governments	City of American Fork	Thurston County
	Oneida County	Wasco County	Marion County	City of Aurora	Thurston Regional Planning Council
	Owyhee County	Washington County	Marietta County	City of Ballard	Wahkiakum County
	Payette County	Wheeler County	McCormick County	City of Beaver	Walla Walla County
	Power County	Yamhill County	Newberry County	City of Blanding	Whatcom County
	Shoshone County	<b>Municipality</b>	Oconee County	City of Bluffdale	Whitman County
	Teton County	City of Adair Village	Orangeburg County	City of Bountiful	Yakima County
	Twin Falls County	City of Adrian	Pickens County	City of Brigham	Yakima County Public Services
	Valley County	City of Albany	Richland County	City of Castle Dale	Yakima Valley Conference of Governments
	Washington County	City of Amity	Saluda County	City of Cedar City	<b>Municipality</b>
<b>Municipality</b>	City of Aberdeen	City of Arlington	Spartanburg County	City of Cedar Hills	City of Aberdeen
City of Albion	City of American Falls	City of Ashland	Sumter County	City of Centerville	City of Aberdeen Heights
City of Ammon	City of Arco	City of Astoria	Union County	City of Clearfield	City of Algona
City of Arco	City of Arimo	City of Athena	Williamsburg County	City of Clinton	City of Anacortes
City of Arimo	City of Ashton	City of Athens	York County	City of Coalville	City of Arlington
City of Asthon	City of Athol	City of Aumsville	<b>Municipality</b>	City of Colorado City	City of Asotin
City of Atomic City	City of Bancroft	City of Aurora	City of Abbeville	City of Corinne City	City of Auburn
City of Bancroft	City of Bellevue	City of Baker City	City of Aiken	City of Cottonwood Heights	City of Bainbridge Island
City of Bellevue	City of Blackfoot	City of Bandon	City of Anderson	City of Delta	City of Battle Ground
City of Blackfoot	City of Bliss	City of Banks	City of Barnwell	City of Draper	City of Bellevue
City of Bliss	City of Bloomington	City of Bay City	City of Beaufort	City of Duchesne	City of Bellingham
City of Bloomington	City of Boise	City of Beaverton	City of Belton	City of East Carbon	City of Benton City
City of Boise	City of Bombers Ferry	City of Bend	City of Bennettsville	City of Elk Ridge	City of Bingen
City of Bovill	City of Buhl	City of Boardman	City of Bishopville	City of Elmo	City of Black Diamond
City of Buhl	City of Burley	City of Brookings	City of Camden	City of Enoch	City of Blaine
City of Caldwell	City of Cambridge	City of Brownsville	City of Cayce	City of Enterprise	City of Bonney Lake
City of Carey	City of Cascade	City of Burns	City of Charleston	City of Ephraim	City of Bothell
City of Cascade	City of Castleford	City of Canby	City of Chesnee	City of Escalante	City of Bremerton
City of Castleford	City of Challis	City of Cannon Beach	City of Chester	City of Eureka	City of Brewster
City of Challis	City of Chubbuck	City of Canyonville	City of Clemson	City of Fairview	City of Bridgeport
City of Chubbuck	City of Clayton	City of Carlton	City of Clinton	City of Farmington	City of Brier
City of Clayton	City of Clifton	City of Cascade Locks	City of Columbia	City of Farr West	City of Buckley
City of Clifton	City of Coeur d'Alene	City of Cave Junction	City of Conway	City of Ferron	City of Burien
City of Council	City of Council	City of Central Point	City of Darlington	City of Fillmore	City of Burlington
City of Council	City of Craigmont	City of Chiloquin	City of Denmark	City of Fountain Green	City of Camas
City of Craigmont	City of Crouch	City of Clatskanie	City of Dillon	City of Fruit Heights	City of Carnation
City of Crouch	City of Caldwell	City of Coburg	City of Easley	City of Garland	City of Cashmere
City of Caldwell	City of Dalton Gardens	City of Columbia City	City of Florence	City of Grantsville	City of Castle Rock
City of Dalton Gardens	City of Dayton	City of Condon	City of Folly Beach	City of Green River	City of Centralia
City of Dayton	City of Deary	City of Coos Bay	City of Forest Acres	City of Gunnison	City of Chehalis
City of Deary	City of Dietrich	City of Coquille	City of Fountain Inn	City of Harrisville	City of Chelan
City of Dietrich	City of Donnelly	City of Cornelius	City of Gaffney	City of Heber City	City of Cheney
City of Donnelly		City of Corvallis	City of Georgetown	City of Helper City	City of Chewelah
		City of Cottage Grove	City of Goose Creek	City of Hermitage	City of Clarkston
		City of Cove	City of Greenville	City of Highland	City of Cle Elum
		City of Creswell	City of Greenwood	City of Hildale	City of Clyde Hill
		City of Culver	City of Greer	City of Holladay	City of Colfax
		City of Dallas	City of Hanahan	City of Honeyville	City of College Place
		City of Damascus	City of Hardeeville	City of Hooper	City of Colville

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	City of Dover	City of Dayton	City of Hartsville	City of Huntington	City of Connell
	City of Downey	City of Dayville	City of Inman	City of Hurricane	City of Cosmopolis
	City of Driggs	City of Depoe Bay	City of Isle of Palms	City of Hyde Park	City of Covington
	City of Dubois	City of Detroit	City of Johnsonville	City of Hyrum	City of Davenport
	City of Eagle	City of Donald	City of Lake City	City of Inns	City of Dayton
	City of Eden	City of Drain	City of Lancaster	City of Kamas	City of Deer Park
	City of Elk River	City of Dundee	City of Landrum	City of Kanab	City of Des Moines
	City of Emmett	City of Dunes City	City of Laurens	City of Kaysville	City of DuPont
	City of Fairfield	City of Durham	City of Liberty	City of La Verkin	City of 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 Glens Ferry	City of Florence	City of North Augusta	City of Mendon	City of Ephrata
	City of Gooding	City of Forest Grove	City of North Charleston	City of Midvale	City of Everett
	City of Grace	City of Fossil	City of North Myrtle Beach	City of Midway	City of Everson
	City of Grand View	City of Garibaldi	City of Orangeburg	City of Milford	City of Federal Way
	City of Grangeville	City of Gaston	City of Pickens	City of Millville	City of Ferndale
	City of Greenleaf	City of Gates	City of Rock Hill	City of Moab	City of Fife
	City of Hagerman	City of Gearhart	City of Seneca	City of Mona	City of Fircrest
	City of Hailey	City of Gervais	City of Simpsonville	City of Monroe	City of Forks
	City of Hansen	City of Gladstone	City of Spartanburg	City of Monticello	City of George
	City of Harrison	City of Glendale	City of Sumter	City of Morgan	City of Gig Harbor
	City of Hayden	City of Gold Beach	City of Tega Cay	City of Moroni	City of Gold Bar
	City of Hazelton	City of Gold Hill	City of Travelers Rest	City of Mt. Pleasant City	City of Goldendale
	City of Heyburn	City of Grants Pass	City of Union	City of Murray	City of Grand Coulee
	City of Hollister	City of Greenhorn	City of Walhalla	City of Myton	City of Grandview
	City of Homedale	City of Gresham	City of Walterboro	City of Naples	City of Granger
	City of Hope	City of Haines	City of Wellford	City of Nephi	City of Granite Falls
	City of Horseshoe Bend	City of Halfway	City of West Columbia	City of Nibley	City of Harrington
	City of Huetter	City of Halsey	City of Westminster	City of North Logan	City of Hoquiam
	City of Idaho City	City of Happy Valley	City of Woodruff	City of North Ogden	City of Ilwaco
	City of Idaho Falls	City of Harrisburg	City of York	City of North Salt Lake	City of Issaquah
	City of Inkom	City of Helix	Town of Allendale	City of Oakley	City of Kaholautau
	City of Island Park	City of Heggner	Town of Andrews	City of Ogden	City of Kalama
	City of Jerome	City of Hermiston	Town of Atlantic Beach	City of Orangeville	City of Kelso
	City of Juliaetta	City of Hillsboro	Town of Awendaw	City of Orem	City of Kenmore
	City of Kamiah	City of Hines	Town of Aynor	City of Panguitch	City of Kennewick
	City of Kellogg	City of Hood River	Town of Batesburg-Leesville	City of Park City	City of Kent
	City of Kendrick	City of Hubbard	Town of Bethune	City of Parowan	City of Kettle Falls
	City of Ketchum	City of Huntington	Town of Blacksburg	City of Payson	City of Kirkland
	City of Kimberly	City of Idanha	Town of Blackville	City of Perry	City of Kittitas
	City of Kooskia	City of Imbler	Town of Blenheim	City of Plain City	City of La Center
	City of Kuna	City of Independence	Town of Bluffton	City of Pleasant Grove	City of Lacey
	City of Lapwai	City of Irrigon	Town of Blythewood	City of Pleasant View	City of Lake Forest Park
	City of Lava Hot Springs	City of Island City	Town of Bowman	City of Price	City of Lake Stevens
	City of Lewiston	City of Jacksonville	Town of Branchville	City of Providence	City of Lakewood
	City of Mackay	City of Jefferson	Town of Briarcliffe Acres	City of Provo	City of Langley
	City of Malad City	City of John Day	Town of Brunson	City of Richfield	City of Leavenworth
	City of Marsing	City of Johnson City	City of Calhoun Falls	City of Richmond	City of Liberty Lake
	City of McCall	City of Joseph	Town of Cameron	City of River Heights	City of Long Beach
	City of McCammon	City of Junction City	Town of Campobello	City of Riverdale	City of Longview
	City of Melba	City of Keizer	Town of Central	City of Riverton	City of Lynden
	City of Menan	City of King City	Town of Chapin	City of Roosevelt	City of Lynnwood
	City of Meridian	City of Klamath Falls	Town of Cheraw	City of Roy	City of Mabton
	City of Middleton	City of La Grande	Town of Chesterfield	City of Salem	City of Maple Valley
	City of Midvale	City of La Pine	Town of Clio	City of Salina	City of Marysville
	City of Moscow	City of Lafayette	Town of Clover	City of Salt Lake City	City of Mattawa
	City of Mountain Home	City of Lake Oswego	Town of Cottageville	City of Sandy	City of McClary
	City of Mullan	City of Lakeside	Town of Coward	City of Santa Clara	City of Medical Lake
	City of Murtaugh	City of Lebanon	Town of Cowpens	City of Santaquin	City of Medina
	City of Nampa	City of Lincoln City	Town of Denmark	City of Saratoga Springs	City of Mercer Island
	City of New Meadows	City of Lonerock	Town of Donalds	City of Smithfield City	City of Mesa
	City of New Plymouth	City of Lostine	Town of Due West	City of South Jordan	City of Mill Creek
	City of Newdale	City of Lowell	Town of Duncan	City of South Ogden	City of Milton
	City of Newport	City of Lyons	Town of Eastover	City of South Salt Lake City	City of Monroe
	City of Nodus	City of Madras	Town of Edgely	City of South Weber	City of Montesano
	City of Orofino	City of Malin	Town of Edisto Beach	City of Spanish Fork	City of Morton
	City of Osburn	City of Manzanita	Town of Ehrhardt	City of Spring City	City of Moses Lake
	City of Parker	City of Maupin	Town of Elgin	City of Springville	City of Mossyrock
	City of Parma	City of McMinnville	Town of Ellore	City of St. George	City of Mountlake Terrace
	City of Paul	City of Medford	Town of Estill	City of Sunnyside	City of Moxee
	City of Payette	City of Metolius	Town of Eutawville	City of Sunset	City of Mt. Vernon
	City of Pierce	City of Mill City	Town of Fairfax	City of Syracuse	City of Mukilteo
	City of Pinehurst	City of Millersburg	Town of Ft. Mill	City of Taylorsville	City of 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 Pottlatch	City of Monroe	Town of Govan	City of Uintah	City of North Bend
	City of Preston	City of Monument	Town of Gray Court	City of Vernal	City of North Bonneville
	City of Priest River	City of Moro	Town of Great Falls	City of Washington	City of Oak Harbor
	City of Rathdrum	City of Mosier	Town of Greeleyville	City of Washington Terrace	City of Oakville
	City of Reubens	City of Mt. Angel	Town of Hampton	City of Wallington	City of Ocean Shores
	City of Reuburg	City of Mt. Vernon	Town of Harleyville	City of Walsleyville	City of Okanogan
	City of Richfield	City of Myrtle Creek	Town of Heath Springs	City of Wendover	City of Olympia
	City of Rigby	City of Myrtle Point	Town of Hemingway	City of West Bountiful	City of Omak
	City of Riggins	City of Nehalem	Town of Hilda	City of West Haven City	City of Oroville
	City of Ririe	City of Newberg	Town of Hilton Head Island	City of West Jordan	City of Orting
	City of Roberts	City of Newport	Town of Hodges	City of West Point	City of Othello

Hawaii

Idaho

Oregon

South Carolina

Utah

Washington

City of Rockland	City of North Bend	Town of Holly Hill	City of West Valley City	City of Pacific
City of Rupert	City of North Plains	Town of Hollywood	City of Willard	City of Palouse
City of Salmon	City of North Powder	Town of Honea Path	City of Woodland Hills	City of Pasco
City of Sandpoint	City of Nyssa	Town of Irmo	City of Woods Cross	City of Pateros
City of Shelley	City of Oskaland	Town of Iva	Town of Alta	City of Pomeroy
City of Shoshone	City of Oakridge	Town of Jackson	Town of Altamont	City of Port Angeles
City of Smelterville	City of Ontario	Town of James Island	Town of Alton	City of Port Orchard
City of Soda Springs	City of Oregon City	Town of Jamestown	Town of Amalgam	City of Port Townsend
City of Spirit Lake	City of Paisley	Town of Jefferson	Town of Annabella	City of Poulsbo
City of St. Anthony	City of Pendleton	Town of Jenkinsville	Town of Antimony	City of Prosser
City of St. Charles	City of Philomath	Town of Johnston	Town of Apple Valley	City of Pullman
City of Stanley	City of Phoenix	Town of Jonesville	Town of Ballard	City of Puyallup
City of Star	City of Pilot Rock	Town of Kershaw	Town of Bear River City	City of Quincy
City of Stites	City of Port Orford	Town of Kiawah Island	Town of Bicknell	City of Rainier
City of Sugar City	City of Portland	Town of Kingstree	Town of Big Water	City of Raymond
City of Sun Valley	City of Powers	Town of Lake View	Town of Boulder	City of Redmond
City of Tensed	City of Prairie City	Town of Lamar South Carolina	Town of Brian Head	City of Renton
City of Tetonia	City of Prineville	Town of Lane	Town of Bryce Canyon City	City of Republic
City of Troy	City of Rainier	Town of Latta	Town of Cannonville	City of Richland
City of Twin Falls	City of Redmond	Town of Lexington	Town of Castle Valley	City of Ridgefield
City of Ucon	City of Reedsport	Town of Lincolnville	Town of Cedar Fort	City of Riverview
City of Victor	City of Richland	Town of Little Mountain	Town of Centerfield	City of Rock Island
City of Wallace	City of Riddle	Town of Lockhart	Town of Central Valley	City of Roslyn
City of Weippe	City of Rockaway Beach	Town of Lyman	Town of Circleville	City of Roy
City of Weiser	City of Rogue River	Town of Lynchburg	Town of Clarkston	City of Royal City
City of Wendell	City of Roseburg	Town of Mayesville	Town of Clawson	City of Sammamish
City of Weston	City of Rufus	Town of McBee	Town of Cleveland	City of SeaTac
City of White Bird	City of Salem	Town of McClellanville	Town of Cornish	City of Seattle
City of Wilder	City of Sandy	Town of McCall	Town of Daniel	City of Sedro-Woolley
City of Winchester	City of Scappoose	Town of McCormick	Town of Deweyville	City of Selah
<b>Higher Education</b>	City of Scio	Town of Meggett	Town of Eagle Mountain	City of Sequim
Boise State University	City of Scotts Mills	Town of Moncks Corner	Town of Elmo	City of Shelton
College of Southern Idaho	City of Seaside	Town of Mt. Pleasant	Town of Elinore	City of Shoreline
College of Western Idaho	City of Seneca	Town of Neeses	Town of Elwood	City of Snohomish
Eastern Idaho Technical College	City of Shady Cove	Town of New Ellenton	Town of Emery	City of Snoqualmie
Idaho Division of Professional Technical Education	City of Sheridan	Town of Nichols	Town of Fairfield	City of Soap Lake
Idaho State University	City of Sherwood	Town of Ninety Six	Town of Francis	City of South Bend
Lewis-Clark State College	City of Siletz	Town of Norris	Town of Garden City	City of Spokane
North Idaho College	City of Silverton	Town of North	Town of Genola	City of Spokane Valley
University of Idaho	City of Sisters	Town of Norway	Town of Glendale	City of Sprague
<b>Education (K-12)</b>	City of Sodaville	Town of Olanta	Town of Glenwood	City of Stanwood
Aberdeen School District No. 58	City of Spray	Town of Pacolet	Town of Goshen	City of Stevenson
Arbon Elementary School District No. 383	City of Springfield	Town of Pageland	Town of Hanksville	City of Sultan
Avery School District	City of St. Helens	Town of Pamplico	Town of Hatch	City of Sumas
Basin School District No. 72	City of St. Paul	Town of Patrick	Town of Hefner	City of Sumner
Bear Lake County School District No. 33	City of Starbuck	Town of Pawleys Island	Town of Hartselle	City of Sunnyvale
Bear Lake School District No. 33	City of Stayton	Town of Pelton	Town of Hideout	City of Tacoma
Blackfoot School District No. 55	City of Sublimity	Town of Pelzer	Town of Hinckley	City of Tekoa
Blaine County School District No. 61	City of Sumpter	Town of Pendleton	Town of Holden	City of Tenino
Bliss Joint School District No. 234	City of Sutherlin	Town of Perry	Town of Howell	City of Tieton
Bonneville Joint School District No. 93	City of Sweet Home	Town of Port Royal	Town of Huntsville	City of Toledo
Boundary County School District No. 101	City of Talent	Town of Prosperity	Town of Joseph	City of Tonasket
Brunau-Grand View Joint School District	City of Tangent	Town of Ravenel	Town of Junction	City of Toppenish
Buhl Joint School District No. 412	City of The Dalles	Town of Reidville	Town of Kanarrville	City of Tukwila
Butte County Joint School District No. 111	City of Tigard	Town of Ridge Spring	Town of Kanosh	City of Tumwater
Caldwell School District No. 132	City of Tillamook	Town of Ridgeland	Town of Kingston	City of Union Gap
Camas County School District No. 121	City of Toledo	Town of Ridgeville	Town of Koosharem	City of University Place
Cambridge School District	City of Troutdale	Town of Ridgeway	Town of Leeds	City of Vader
Cascade School District No. 422	City of Tualatin	Town of Saint Matthews	Town of Levan	City of Vancouver
Cassia County Joint School District No. 151	City of Turner	Town of Saint Stephen	Town of Loa	City of Waitsburg
Castleford Joint School District No. 417	City of Ukiah	Town of Salem	Town of Manila	City of Walla Walla
Challis Joint School District No. 181	City of Umatilla	Town of Salley	Town of Mantua	City of Wapato
Clark County School District No. 161	City of Union	Town of Saluda	Town of Marysle	City of Warden
Coeur d'Alene School District No. 271	City of Unity	Town of Santee	Town of Meadow	City of Washougal
Cottonwood Joint School District No. 242	City of Vale	Town of Scranton	Town of Minersville	City of Wenatchee
Council School District No. 13	City of Veneta	Town of Seabrook Island	Town of New Harmony	City of West Richland
Culdesac Joint School District No. 342	City of Vernonia	Town of Sellers	Town of Newton	City of Westport
Dietrich School District No. 314	City of Waldport	Town of Sharon	Town of Ophir	City of White Salmon
Emmett Independent School District No. 221	City of Wallowa	Town of Six Mile	Town of Orderville	City of Winlock
Filer School District No. 413	City of Warrenton	Town of Snelling	Town of Paradise	City of Woodinville
Firth School District No. 59	City of Wasco	Town of Society Hill	City of Paradise	City of Woodland
Fremont County School District No. 215	City of West Linn	Town of South Congaree	Town of Portage Utah	City of Yakima/Yakima County
Fruitland School District No. 373	City of Westfir	Town of Springdale	Town of Randolph	City of Yelm
Garden Valley School District	City of Weston	Town of St. George	Town of Redmond	City of Zillah
Genesee Joint School District No. 282	City of Wheeler	Town of St. Matthews	Town of Rockville	Consolidated Borough of Quil Ceda Village
Glenns Ferry Joint School District No. 192	City of Willamina	Town of Stuckey	Town of Rocky Ridge	Grays Harbor Council of Governments
Gooding Joint School District No. 231	City of Wilsonville	Town of Sullivans Island	Town of Rush Valley	Town of Almira
Grace Joint School District No. 148	City of Winston	Town of Summerton	Town of Scipio	Town of Beaux Arts Village
Hagerman Joint School District No. 233	City of Wood Village	Town of Summerville	Town of Seefeld	Town of Bucoda
Hansen School District No. 415	City of Woodburn	Town of Summit	Town of Sigurd	Town of Carbonado
Highland Joint School District No. 305	City of Yachats	Town of Surfside Beach	Town of Springdale	Town of Cathlamet
Homedale School District No. 370	City of Yamhill	Town of Swansea	Town of Stockton	Town of Clyde Hill
Horseshoe Bend School District No. 73	City of Yoncalla	Town of Timmonsville	Town of Toquerville	Town of Colton
Idaho Falls School District No. 91	Town of Bonanza	Town of Trenton	Town of Torrey	Town of Conconully
Independent School District of Boise City	Town of Butte Falls	Town of Turbeville	Town of Trenton	Town of Concrete
Jefferson County School District No. 251	Jefferson Canyon City	Town of Ulmer	Town of Tropic	Town of Coulee City
Jerome Joint School District No. 261	Town of Lakeview	Town of Varnville	Town of Ulinth	Town of Coulee Dam
Joint School District No. 2	Town of Lexington	Town of Wagesner	Town of Vernon	Town of Coupeville
Kamiah School District No. 304	<b>Higher Education</b>	Town of Ward	Town of Vineyard	Town of Creston
Kellogg Joint School District 391	Blue Mountain Community College	Town of Ware Shoals	Town of Virgin	Town of Cusick
Kendrick Joint School District No. 283	Central Oregon Community College	Town of West Pelzer	Town of Wales	Town of Darrington
Kimberly School District No. 414	Chemeketa Community College	Town of West Union	Town of Wallsburg	Town of Eatonville
Kootenai School District No. 274	Clackamas Community College	Town of Whitmire	Utah Basin Association of Governments	Town of Elmer City
Kuna Joint School District No. 3	Clatsop Community College	Town of Williamston	<b>Higher Education</b>	Town of Endicott

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	Lake Pend Oreille School District No. 84	Columbia Gorge Community College	Town of Williston	College of Eastern Utah	Town of Fairfield
	Lakeland School District No. 272	Eastern Oregon University	Eastern Oregon University	Davis Applied Technology College	Town of Franklin
	Lawpal School District No. 341	Klamath Community College District	Town of Yemassee	Dieke Applied Technology College	Town of Friday Harbor
	Lewisville Independent School District No. 1	Lane Community College	<b>Higher Education</b>	Dixie State University	Town of Garfield
	Mackay School District No. 182	Linn-Benton Community College	Aiken Technical College	Mountainland Applied Technology College	Town of Hamilton
	Madison School District No. 321	Mt. Hood Community College	Beaufort Jasper Higher Education Commission	Rocky Mountain University of Health Professions	Town of Harrah
	Marsh Valley Joint School District No. 21	Oregon Coast Community College	Central Carolina Technical College	Salt Lake Community College	Town of Hatton
	Marsing Joint School District No. 363	Oregon Department of Community Colleges and Workforce Development	Clemson University	Snow College	Town of Hunts Point
	McCall-Donnelly Joint School District No. 421	Oregon Health and Science University	Coastal Carolina University	Southern Utah University	Town of Index
	Meadows Valley School District No. 11	Oregon Institute of Technology	College of Charleston	Tooele Applied Technology College	Town of Ione
	Melba School District No. 136	Oregon State University	Denmark Technical College	Utah Basin Applied Technology College	Town of La Conner
	Middleton School District No. 134	Oregon State University, Oregon Agricultural Experiment Station	Florence-Darlington Technical College	University of Utah	Town of LaCrosse
	Midvale School District No. 483	Oregon University System	Francis Marion University	University of Utah Hospitals and Clinics	Town of Lamont
	Minidoka County School District No. 331	Portland Community College	Greenville Technical College	Utah State University	Town of Latah
	Moscow School District No. 281	Portland State University	Horry-Georgetown Technical College	Utah System of Higher Education	Town of Lind
	Mountain Home School District No. 193	Reed College	Lander University	Utah Valley University	Town of Lyman
	Mountain View School District No. 244	Rogue Community College	Medical University of South Carolina	Weber State University	Town of Malden
	Mullan School District 392	Southern Oregon University	Midlands Technical College	<b>Education (K-12)</b>	Town of Mansfield
	Murtaugh Joint School District No. 418	Southern Oregon University Family Housing	Northeastern Technical College	Alpine School District	Town of Marcus
	Nampa Christian Schools Inc.	Southwestern Oregon Community College	Orangeburg-Calhoun Technical College	Beaver County School District	Town of Metlatine
	Nampa School District No. 131	Tillamook Bay Community College	Piedmont Technical College	Big Elder School District	Town of Millwood
	New Plymouth School District	Treasure Valley Community College	South Carolina State Board for Technical and Comprehensive Education	Cache County School District	Town of Naches
	Nez Perce Joint School District No. 302	Umpqua Community College	South Carolina State University	Canyons School District	Town of Nespelem
	North Gem School District No. 149	University of Oregon	South Carolina Technical College System	Carbon School District	Town of Northport
	Notus School District	Western Oregon University	Spartanburg Community College	Centro De La Familia De Utah Head Start Program School District	Town of Oakesdale
	Oneida County School District No. 351	<b>Education (K-12)</b>	Technical College of the Lowcountry	Daggett School District	Town of Odessa
	Orofino Joint School District No. 171	Adel School District 21	The Citadel	Davis School District	Town of Pe Ell
	Parma School District No. 137	Adrian School District	Tri-County Technical College	Duchesne County School District	Town of Prescott
	Payette School District No. 131	Aixesa School District No. 7J	Trident Technical College	Emery County School District	Town of Reardan
	Plummer-Worley Joint School District No. 44	Amity School District 4J	University of South Carolina	Freedom Preparatory Academy School District	Town of Riverside
	Pocatello-Chubbuck School District No. 25	Annex School District 29	University of South Carolina, Aiken	Garfield County School District	Town of Rockford
	Post Falls School District No. 273	Arlington School District No. 3	University of South Carolina, Upstate	Grand County School District	Town of Rosalia
	Potlatch School District No. 285	Arocl School District No. 81	Williamsburg Technical College	Granite School District	Town of Ruston
	Preston Joint School District No. 201	Ashland School District No. 5	Winthrop University	Iron County School District	Town of Skykomish
	Richfield School District No. 316	Ashwood School District	York Technical College	Jordan School District	Town of South Cle Elum
	Ririe Joint School District No. 252	Astoria School District No. 1C	<b>Education (K-12)</b>	Juab School District	Town of South Prairie
	Rockland School District No. 282	Athens-Weston School District No. 29RJ	Abbeville County School District	Kane County School District	Town of Spangle
	Salmon River Joint School District No. 243	Baker School District No. 5J	Aiken County Public Schools	Legon City School District	Town of Springdale
	Salmon School District No. 291	Bandon School District	Allendale County School District	Millard School District	Town of St. John
	Shelley School District No. 60	Banks School District No. 13	Anderson County School Districts 1 and 2 Career and Technology Cent	Morgan School District	Town of Steilacoom
	Shoshone Joint School District No. 312	Beaverton School District No. 48	Anderson School District No. 1	Mountainland Head Start Program School District Office	Town of Twp
	Snake River School District	Bend-La Pine Public Schools	Anderson School District No. 2	Murray City School District	Town of Uniontown
	Soda Springs Joint School District No. 150	Bethel School District	Anderson School District No. 3	Nebo School District	Town of Washtucna
	South Lemhi School District No. 292	Blachly School District 90	Anderson School District No. 4	North Sanpete County School District	Town of Waterville
	St. Maries Joint School District No. 41	Brookings-Harbor School District	Anderson School District No. 5	North Sanpete School District	Town of Waverly
	Sugar-Salem Joint School District No. 322	Canas Valley School District	Barnwell School District No. 1	North Summit School District	Town of Wilbur
	Swan Valley Elementary School District No. 33	Canby School District No. 86	Barnwell School District No. 2	Ogden City School District	Town of Wilkeson
	Swan Valley School District No. 92	Cascade School District No. 5	Beaufort County School District	Park City School District	Town of Wilson Creek
	Teton County School District No. 401	Centennial School District No. 28J	Berkeley County School District	Piute County School District	Town of Winthrop
	Three Creek Joint School District No. 416	Central Curry School District No. 1	Blackville-Hilda Public Schools	Provo City School District	Town of Woodway
	Troy School District No. 287	Central Linn School District	Calhoun County School District	Rich County School District	Town of Yacolt
	Twin Falls School District No. 411	Central Point School District No. 6	Charleston County School District	Rich School District	Town of Yarrow Point
	Valley School District No. 262	Central School District No. 13J	Chester County School District	Rural Utah Child Development Head Start Program School District Office	<b>Higher Education</b>
	Vallivue School District No. 139	Clackamas Education Service District	Chester County School District	Bates Technical College	Town of Batsford
	Vision Charter School District # 463	Clatskanie School District No. 6J	Chesterfield County School District	Bellevue Community College	
	Wallace School District No. 393	Clarendon County School District No. 53	Clarendon County School District No. 1	Bellevue Community College	
	Weiser School District No. 431	Columbia Gorge Education Service District	Clarendon County School District No. 2	Bellingham Technical College	
	Wendell School District No. 232	Condon School District No. 25J	Clarendon County School District No. 3	Big Bend Community College	
	West Bonner County School District No. 83	Coos Bay School District No. 9	Colleton County School District	Cascadia Community College	
	West Jefferson School District No. 253	Coquille School District No. 8	Darlington County School District	Central Washington University	
	West Side School District No. 202	Corbett School District No. 39	Darlington County School District	Centralia College	
	Whitepine Joint School District No. 288	Covallis School District No. 509J	Delta R-V School District	Clark College	
	Wildier School District No. 153	Cove School District No. 15	Dillon County School District No. 1	Clover Park Technical College	
	<b>Special District</b>	Crane Elementary School District	Dillon County School District No. 2	Columbia Basin Community College	
	Ada County Emergency Medical Services District	Creswell School District No. 40	Dillon County School District No. 3	Community Colleges of Spokane	
	Ada County Highway District	Crook County School District	Dillon County School District No. 4	Eastern Washington University	
	Adams County Recreation District	Crow-Applegate-Lorane School District No. 66	Diocese Of Charleston Schools	Edmonds Community College	
	Ahsahka Water and Sewer District	Culver School District No. 4	Dorchester School District No. 2	Everett Community College	
	Albion Highway District	Dallas School District No. 2	Dorchester School District No. 4	Evergreen State College	
	Alpine Meadows Water and Sewer District	David Douglas School District No. 40	Edgelyne School District	Grays Harbor College	
	American Falls Free Library District	Dayton School District No. 8	Fairfield County School District	Green River Community College	
	American Falls Housing Authority	Dayville School District No. 16J	Florence County School District No. 1	Highline Community College	
	Atlanta Highway District	Douglas County School District	Florence County School District No. 2	Lake Washington Institute of Technology	
	Avery Water and Sewer District	Douglas County School District No. 4	Florence County School District No. 3	Lower Columbia College	
	Avondale Irrigation District	Dufur School District No. 29	Florence County School District No. 4	Northwest Indian College	
	Bayview Water and Sewer District	Eagle Point School District No. 9	Florence County School District No. 5	Olympic College	
	Bear Lake County Library District	Echo School District No. 13J	Ft. Mill School District No. 4	Peninsula College	
	Bench Sewer District	Elgin School District	Georgetown County School District	Pierce College	
	Beneviah County Free Library District	Elkton School District No. 34	Greenville County School District	Renton Technical College	
	Big Canyon Fire District	Enterprise School District No. 21	Greenwood School District No. 50	Seattle Community Colleges District VI	
	Blaine County Housing Authority	Estacada School District No. 108	Hampton County School District No. 2	Shoreline Community College	
	Blaine County Recreation District	Eugene School District No. 4J	Hampton School District No. 1	Skagit Valley College	
	Bliss Fire District	Falls City School District	Horry County Schools	South Puget Sound Community College	
	Boise Basin Library District	Fern Ridge School District No. 28J	Jasper County School District	Tacoma Community College	
	Boise City/Ada County Housing Authority	Forest Grove School District	John de la Howe School District	University of Washington	
	Boise-Kung Irrigation District	Fossil School District 21J	Kershaw County School District	Walla Walla Community College	
	Bonneville County Fire District No. 1	Gaston School District 511J	Lancaster County School District	Washington State Board for Community and Technical Colleges	
	Bunau Valley District Library	Gervais School District	Laurens County School District No. 55	Washington State Higher Education Facilities Authority	
	Bunau Water and Sewer District	Gladstone School District No. 77	Laurens County School District No. 56	Washington State Student Achievement Council	
	Buhl Highway District	Glendale School District No. 77	Lee County School District	Washington State University	
	Buhl Rural Fire Protection District	Glide School District	Legacy Charter Schools	Washington State University, Vancouver	
	Burley Highway District	Grant County Education Service District	Lexington County School District No. 1	Wenatchee Valley College	
	Caldwell Housing Authority			Western Washington University	
	Canyon Highway District No. 4			Whatcom Community College	
				Yakima Valley Community College	

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	Cascade Rural Fire District	Grant School District No. 3	Lexington County School District No. 2	Davis Community Housing Authority	<b>Education (K-12)</b>
	Castelford Rural Fire District	Grants Pass School District No. 7	Lexington County School District No. 3	Davis County Housing Authority	Aberdeen School District No. 5
	Central Fire District	Greater Albany Public School District B1	Lexington County School District No. 4	Davis-Salt Lake Aerial Spray Authority	Adna School District No. 226
	Central Orchards Sewer District	Gresham-Barlow School District No. 11	Lexington-Richland Counties School District No. 5	Grand County-Lewis County Water Improvement District	Almira School District No. 17
	Central Shoshone County Water District	Harney County School District No. 3	Marion County School District	Duchesne County Water Conservancy District	Anacortes School District No. 103
	Clark County District Library	Harney Education Service District	Marion County School District No. 7	Emery County Housing Authority	Arlington Public Schools
	Clarkia Free Library District	Harper School District No. 66	Marlboro County School District	Emery County Municipal Building Authority	Asotin-Anatone School District
	Clarkia Highway District	Harrisburg School District No. 7	McCormick County School District	Emery County Special Service District No. 1	Auburn School District No. 408
	Clearwater Free Library District	Helix School District No. 1-R	Newberry County School District	Emery Water Conservancy District	Bainbridge Island School District No. 303
	Clearwater Highway District	Hermiston School District	Ocoee County School District	Emigration Improvement District	Battle Ground School District No. 119
	Clearwater Soil and Water Conservation District	High Desert Education Service District	Orangeburg Consolidated School District Four	Fruitland Special Service District	Belleveue Christian School District
	Clearwater Water District	Hillsboro School District No. 11	Orangeburg County Consolidated School District No. 3	Garden City Fire District	Belleveue School District No. 405
	Consolidated Free Library District	Hood River County School District	Orangeburg County Consolidated School District No. 5	Grand County Water Conservancy District	Bellingham School District No. 501
	Cottonwood Highway District	Huntington School District No. 161	Pickens County School District	Granger-Hunter Improvement District	Benge School District No. 122
	Custer Soil and Water Conservation District	Imbler School District No. 11	Richland County School District No. 1	Heber Valley Special Service District	Bethel School District No. 403
	Dietrich Fire District	InterMountain Education Service District	Richland County School District No. 2	Hooper Water Improvement District	Bickleton School District
	Dietrich Highway District	Ione School District R2	Rock Hill School District No. 3	Jensen Water Improvement District	Blaine School District No. 503
	Doumeq Highway District	Jackson County School District No. 9	Saluda School District No. 1	Johnson Water Improvement District	Boistfort School District No. 234
	Downey Swan Lake Highway District	Jackson Education Service District	South Carolina Public Charter School District	Jordan Valley Water Conservancy District	Bremerton School District
	Dry Creek Cemetery Maintenance District	Jefferson County School District No. 509-J	Spartanburg County School District No. 1	Jordanville Special Service District	Brewster School District No. 111
	Eagle Fire Protection District	Jefferson School District	Spartanburg County School District No. 2	Joab Special Service Fire District	Bridgport School District No. 75
	Eagle Sewer District	Jewell School District No. 8	Spartanburg County School District No. 3	Kane County Water Conservancy District	Brimson School District No. 46
	East Bonner County Free Library District	John Day School District No. 3	Spartanburg County School District No. 4	Kearns Improvement District	Burlington-Edison School District No. 100
	East Bonner County Library District	Jordan Valley School District No. 3	Spartanburg County School District No. 5	Lake Point Improvement District	Camas School District
	East Greenacres Irrigation District	Joseph School District No. 6	Spartanburg County School District No. 6	Logan-Cache Airport Authority	Cape Flattery School District No. 401
	Eastern Idaho Public Health District	Junction City School District No. 69	Spartanburg County School District No. 7	Maeser Water and Sewer Improvement District	Capital Region Educational Service District No. 113
	Eastern Idaho Regional Wastewater Authority	Klamath County School District	Sumter School District	Magna Mosquito Abatement District	Carbonado Historical School District No. 19
	Elk River Free Library District	Klamath Falls City Schools	Sumter School District No. 17	Magna Water District	Cascade Christian Schools
	Elmore Soil and Water Conservation District	Knappa School District	Sumter School District No. 2	Metropolitan Water District of Salt Lake and Sandy	Cascade School District No. 228
	Fenn Highway District	La Grande County School District No. 1	Sumter County School District	Midvalley Improvement District	Cashmere School District No. 222
	Ferdinand Highway District	Lake County School District No. 7	Ware Shoals School District No. 51	Midway Sanitation District	Castle Rock School District No. 401
	Fish Haven Mosquito Abatement District	Lake Ed Service District	Williamsburg County Schools	Milford Area Healthcare Service District	Central Kitsap School District No. 401
	Fremont County District Library	Lake Oswego School District No. 71	Williston School District No. 29	Moab Mosquito Abatement District	Central Valley School District No. 356
	Friedman Memorial Airport Authority	Lakeview School District No. 7	York School District No. 1	Moab Valley Fire Protection District	Centralia School District No. 401
	Garden Valley District Library	Lane Education Service District	<b>Special District</b>	Mountain Green Sewer Improvement District	Chehalis School District No. 302
	Garden Valley Fire Protection District	Lebanon Community School District No. 9	Abbeville Housing Authority	Mountain Regional Water Special Service District	Cheney School District No. 360
	Garden Valley Recreation District	Lincoln County School District	Atken Housing Authority	Mountain View Special Service District	Chewelah School District No. 36
	Gateway Fire Protection District	Linn-Benton-Lincoln Education Service District	Anderson Housing Authority	Mt. Olympus Improvement District	Chief Leschi School System
	Gem County Fire Protection District	Long Creek School District No. 17	Atlantic Beach Housing Authority	North Davis County Sewer District	Chimacum School District No. 49
	Gem County Mosquito Abatement District	Lowell School District No. 71	Beaufort Housing Authority	North Davis Fire District	Clarkston School District No. 1250-185
	Glenns Ferry Highway District	Mapleton School District No. 32	Beaufort-Jasper Water and Sewer Authority	North Emery Water Users Special Service District	Cle Elum-Roslyn School District
	Golden Gate Highway District No. 3	Marcola School District No. 79J	Beech Island Rural Community Water District	North Fork Special Services District	Clover Park School District No. 400
	Gooding County Memorial Hospital District	McKenzie School District	Belton-Honea Path Water Authority	North Pointe Solid Waste Special Service District	Colfax School District No. 300
	Grace District Library	McMinnville School District No. 40	Bennettsville Housing Authority	North Summit Fire District	College Place School District No. 250
	Grangeville Highway District	Medford School District No. 549C	Berea Public Service District	North Tooele County Fire Protection District	Colton School District No. 306
	Greater Boise Water and Sewer District	Milwaukie School District No. 7	Bethesda Housing Authority and Sanitation Authority	Duchaine County Water Conservancy District	Columbia School District No. 205
	Greater Boise Auditorium District	Mitchell School District No. 55	Big Creek Water and Sewerage District	North View Fire District	Columbia School District No. 206, Stevens County
	Greater Middleton Parks and Recreation District	Molalla River School District	Bluffton Township Fire District	Ogden Housing Authority	Columbia School District No. 400
	Greater Swan Valley Fire Protection District No. 2	Monument School District	Boiling Springs Fire District, Greenville County	Ourray Park Water Improvement District	Colville School District No. 115
	Groveland Water and Sewer District	Morrow County School District	Broad Creek Public Service District	Park City Fire Service District	Concrete School District No. 11
	Harbor View Estates Water and Sewer District	Mt. Angel School District	Buffalo-Mt. Pisgah Fire Protection District	Price River Water Improvement District	Conway Consolidated School District No. 317
	Hayden Lake Irrigation District	Multnomah Education Service District Consortium	Burton Fire District	Provo Housing Authority	Cosmopolis School District
	Hayden Lake Recreational Water and Sewer District	Myrtle Point School District	Central Midlands Regional Transit Authority	Rockville/Springdale Fire Protection District	Coulee-Hartline School District No. 151
	Hillsdale Highway District	Neah-Kah-Nie School District No. 56	Charleston Area Regional Transportation Authority	Roosevelt City Housing Authority	Cougville School District No. 204
	Homedale Highway District	Nestucca Valley School District No. 101	Charleston County Aviation Authority	Salt Lake City Housing Authority	Crescent School District
	Hoo Doo Water and Sewer District	New Hope Christian Schools	Charleston County Housing and Redevelopment Authority	Salt Lake City Mosquito Abatement District	Creston School District No. 73
	Horseshoe Bend Fire Protection District	Newberg School District No. 29J	Charleston Housing Authority	Salt Lake County Housing Authority	Curlew School District No-50
	Idaho Soil and Water Conservation District	North Bend School District No. 13	Charleston Naval Complex Redevelopment Authority	Sandy Suburban Improvement District	Cusick School District
	Indian Valley Rural Fire District	North Central Education Service District	Charleston Soil and Water Conservation District	Scofield Reservoir Special Service District	Darrington School District No. 330
	Iona-Bonneville Sewer District	North Clackamas School District No. 12	Cheraw Housing Authority	Sevier County Special Service District No. 1	Davenport School District No. 207
	Island Park Fire District	North Douglas School District No. 22	Chester Housing Authority	Skyline Mountain Special Service District	Dayton School District No. 2
	Jerome Highway District	North Lake School District	Chester Metropolitan District	Snyderville Basin Special Recreation District	Deer Park School District No. 414
	Jerome Recreation District	North Marion School District No. 15	Chester Sewer District	Snyderville Basin Water Reclamation District	Dieringer School District
	Jerome Rural Fire District No. 1	North Santiam School District No. 29	Coast Regional Transportation Authority	Solid Waste Special Service District No. 1	Dieke School District
	Kamiah Fire Protection District	North Wasco County School District No. 21	Columbia Housing Authority	South Davis Sewer District	East Valley School District No. 361
	Kamiah Highway District	Nysa School District No. 26	Conway Housing Authority	South Davis Water District	East Valley School District No. 361, Spokane County
	Ketchum Rural Fire Protection District	Oakland School District	Daniel Morgan Water District	South Ogden Conservation District	East Valley School District No. 90, Yakima County
	Kidder Harris Highway District	Oakridge School District No. 76	Darlington County Fire District	South Salt Lake Valley Mosquito Abatement District	Eastmont School District No. 206
	Kingston Water District	Oakridge School District No. 76	Darlington County Water and Sewer Authority	South Summit Fire Protection District	Eatonville School District No. 404
	Kootenai County Water District No. 1	Ontario School District No. 8C	Darlington Housing Authority	South Utah Valley Solid Waste District	Edmonds School District No. 15
	Kootenai County Water District No. 2	Oregon City School District No. 62	Davis-Due West Water and Sewer Authority	South Valley Sewer Authority	Edwards Service District No. 112
	Kootenai-Shoshone Soil and Water Conservation Distr	Oregon Trail School District No. 46	Dorchester County Sales Tax Transportation Authority	Southeastern Utah Housing Authority	Eliensburg School District No. 401
	Kuna Library District	Paisley School District No. 11	Dorchester County Water Authority	Spanish Valley Water and Sewer Improvement District	Elma School District No. 68
	Laclede Water District	Parkrose School District No. 3	Duncan Chapel Fire District	St. George Housing Authority	Endicott School District No. 308
	Lakes Highway District	Pendleton School District No. 16	Easley Housing Authority	Stansbury Park Improvement District	Entiat School District No. 127
	Latah County Library District	Perrydale School District No. 21J	Easley-Central Water District	Strawberry Electric Service District	Enumclaw School District No. 216
	Latah Soil and Water Conservation District	Philomath School District No. 17J	East Richland County Public Service District	Sugar House Park Authority	Ephrata School District No. 165
	Lemhi Soil and Water Conservation District	Phoenix-Talent School District	Edgefield County Water and Sewer Authority	Tabby Valley Park Special Service District	Evaline School District No. 36
	Lewisdon Orchards Irrigation District	Pilot Rock School District No. 2	Elmore Housing Authority	Thompson Valley Improvement District	Everett School District No. 2
	Lewisdon-Nez Perce County Regional Airport Authority	Pine Eagle School District No. 61	Fort Mill Housing Authority	Thompson Special Service District	Evergreen School District No. 114, Clark County
	Lincoln County Recreation District	Pinehurst School District	Fripp Island Public Service District	Timpanogas Special Service District	Evergreen School District No. 205
	Little Blacktail Ranch Water District	Pleasant Hill School District	Gaffney Housing Authority	Tooele County Housing Authority	Federal Way Public Schools
	Little Wood River Library District	Plush School District 18	Gaston Rural Community Water District	Tooele County Recreation Special Service District	Ferdale School District No. 502
	Lizard Butte Library District	Port Orford-Langlois School District No. 2CJ	Georgetown County Water and Sewer District	Tridell-Lapoint Water Improvement District	File School District No. 417
	Lost River Highway District	Portland Public School District No. 1	Georgetown Housing Authority	Uintah Animal Control and Shelter Special Service District	Finley School District
	M&T Water and Sewer District	Powers School District No. 31	Gilbert-Summit Rural Water District	Uintah County Municipal Building Authority	Franklin Pierce School District No. 402
	Mackay Free Library District	Prairie City School District No. 13	Grand Strand Water and Sewer Authority	Uintah Fire Suppression Special Service District	Freeman School District No. 358
	Madison Library District	Prospect School District No. 4	Greenville Arena District	Uintah Health Care Special Service District	Garfield School District No. 302
	Marsing Rural Fire District	Rainier School District No. 14	Greenville County Recreation District	Uintah Highlands Water and Sewer Improvement District	Glenwood School District
	McCall Fire Protection District	Redmond School District No. 2J	Greenville County Redevelopment Authority	Uintah Mosquito Abatement District	Goldendale School District
	McCall Memorial Hospital District	Reedsport School District No. 105	Greenville Water Authority	Uintah Recreation District	Grand Coulee Dam School District
	Meridian Cemetery Maintenance District	Region 9 Education Service District	Greenwood Transit Authority	Uintah Transportation Special Service District	Grandview School District No. 200
	Meridian Library District	Reynolds School District No. 7	Greenwood Metropolitan District	Uintah Water Conservancy District	Granger School District No. 204
	Meridian Rural Fire Protection District	Riddle School District No. 70	Greer Housing Authority	Unified Fire Authority	Granite Falls School District No. 332

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	Mica Kidd Island Fire Protection District	Riverdale School District No. 51J	Hartsville Housing Authority	Utah County Housing Authority	Grapeview School District No. 54
	Middleton Rural Fire District	Rogue River School District No. 35	Hilton Head No. 1 Public Service District	Utah Paiute Housing Authority	Great Northern School District
	Midvale Fire Protection District	Roseburg Public Schools	Holly Springs Fire-Rescue District	Utah Transit Authority	Green Mountain School District No. 103
	Minidoka County Fire Protection District	Salem-Keizer Public School District No. 24J	Homeland Park Water and Sewer District	Utah Valley Dispatch Special Service District	Griffith School District No. 324
	Minidoka County Highway District	Santiam Canyon School District No. 129J	James Island Public Service District	Wasatch County Fire District	Harrington Public Schools
	Moreland Water and Sewer District	Santiam Christian Schools	Kingsree Housing Authority	Wasatch Front Waste and Recycling District	Highland School District No. 203
	Mountain Home Highway District	Scappoose School District No. 11	Lady's Island-St. Helena Fire District	Wasatch Integrated Waste Management District	Highline School District No. 401
	Mountain Rides Transportation Authority	Scio School District No. 95C	Lake City Housing Authority	Washington County Water Conservancy District	Hockinson School District
	Nampa and Meridian Irrigation District	Seaside School District	Lancaster County Water and Sewer District	Waste Management Service District No. 5	Hood Canal School District No. 404
	Nampa Highway District No. 1	Sheridan School District No. 48J	Lancaster Housing Authority	Weber Basin Water Conservancy District	Hoquiam School District No. 28
	Nampa Housing Authority	Sherman County School District	Lancaster Soil and Water Conservation District	Weber Fire District	Inchelium School District No. 70
	New Plymouth Fire District	Sherwood School District No. 88J	Laurens Housing Authority	Weber Mosquito Abatement District	Issaquah School District No. 411
	North Bingham County District Library	Silver Falls School District No. 4J	Levington County Health Services District, Inc.	Weber-Box Elder Conservation District	Kahlotus School District No. 56
	North Custer Hospital District	Sisters School District No. 6	Liberty-Chesnee-Fingerville Water District	Wellsville-Mendon Conservancy District	Kalama School District No. 402
	North Kootenai Water and Sewer District	Siuslaw School District No. 97J	Local Housing Authority	White City Water Improvement District	Keller School District No. 3
	North Lake Recreational Sewer and Water District	South Coast Education Service District, Region No. 7	Lowcountry Regional Transportation Authority	Woodruff Fire District	Kelso School District No. 458
	North Latah County Highway District	South Lane School District No. 45J3	Logoff-Egin Water Authority		Kennewick School District No. 17
	Northern Lakes Fire District	South Umpqua School District No. 19	Marion Housing Authority	<b>State</b>	Kent School District No. 415
	Northside Fire District	South Wasco County School District No. 1	Marlboro County Housing Authority	State Of Utah	Kettle Falls School District No. 212
	Notus-Parma Highway District No. 2	Southern Oregon Education Service District	McColl Housing Authority	Utah Department of Administrative Services	Kiona-Benton City School District No. 52
	Oakley Highway District	Spray School District No. 1	Medical University Hospital Authority	Utah Department of Health	Kittitas School District
	Oakley Library District	Springfield School District No. 19	Metropolitan Sewer Sub-District	Utah State Legislature	Klickitat School District No. 402
	Ola District Library	St. Helens School District No. 502	Mitford Water and Sewer District	Utah State Treasurer	La Center School District
	Oneida County Fire District	St. Paul School District No. 45	Mullins Housing Authority	<b>Tribal</b>	La Conner School District No. 311
	Oregon Trail Recreation District	Stanfield School District No. 61	Murrells Inlet-Garden City Fire District	Confederated Tribes of the Goshute Reservation	LaCrosse School District
	Outlet Bay Water and Sewer District	Sutherlin School District No. 130	Myrtle Beach Air Force Base Redevelopment Authority	Koosharem Band of the Paiute Indian Tribe	Lake Chelan School District No. 129
	Panhandle Health District	Sweet Home School District No. 55	Myrtle Beach Housing Authority	Koosharem Band of the Paiute Indian Tribe	Lake Quinalt School District No. 197
	Parma Rural Fire Protection District	Three Rivers School District	Newberry Housing Authority	Northwestern Band of the Shoshone Nation	Lake Stevens School District No. 4
	Pine Ridge Water and Sewer District	Tigard-Tualatin School District No. 23J	Newberry Hospital Authority	Northwestern Band of the Shoshone Nation Housing Authority	Lake Washington School District No. 414
	Pinehurst Water District	Tillamook School District No. 9	North Charleston Housing Authority	Paiute Indian Tribe of Utah	Lake Wood School District No. 306
	Pioneer Irrigation District	Ukiah School District 80 R	North Charleston Sewer District	Skull Valley Band of Goshute Indians	Lamont School District
	Placerville Fire Protection District	Umatilla School District No. 6	North Greenville Fire District	Ute Indian Tribe	Liberty School District No. 362
	Pocatello Housing Authority	Union School District 5	Oconee County Joint Regional Sewer Authority		Lind School District
	Pocatello-Chubbuck Auditorium District	Vale School District No. 84	Parker Sewer and Fire Subdistrict		Longview School District No. 122
	Portneuf District Library	Vernonia School District No. 47J	Patriots Point Development Authority		Loon Lake School District No. 183
	Post Falls Highway District	Wallowa School District No. 12	Pee Dee Regional Airport District		Lopez Island School District No. 144
	Power County Highway District	Warrenton-Hammond School District No. 30	Pee Dee Regional Transportation Authority		Lyle School District No. 406
	Prairie Highway District	West Linn-Wilsonville School District	Piedmont Public Service District		Lynden School District No. 504
	Prairie-River Library District	Willamette Education Service District	Pioneer Rural Water District		Mabton School District No. 120
	Progressive Irrigation District	Willamina School District No. 30J	Powdersville Water District		Mansfield School District No. 207
	Raft River Highway District	Winston-Dillard School District No. 116	Richland-Lexington Airport District		Manson School District
	Rapid River Water and Sewer District	Woodburn School District No. 103	Richland-Lexington Riverbanks Park District		Mary M. Knight School District
	Richfield District Library	Yamhill-Carlton School District No. 1	Rock Hill Housing Authority		Mary Walker School District No. 207
	Riverside Independent Water District	Yoncalla School District No. 32	Saluda County Water and Sewer Authority		Marysville School District No. 25
	Rock Creek Fire District	<b>Special District</b>	Sandy Springs Water District		McCleary School District No. 65
	Rocklawn Rural Fire District	Adair Rural Fire Protection District	Santee Fire Service District		Mead School District No. 354
	Rogerson Water District	Amity Fire District	Santee Waterree Regional Transportation Authority		Medical Lake School District No. 326
	Ross Point Water District	Applegate Valley Fire District No. 9	Sheldon Township Fire District		Mercer Island School District No. 400
	Sagle Fire District	Arch Cape Sanitary District	Slater-Marietta Fire District		Meridian School District No. 505
	Salmon River Clinic Hospital District	Arch Cape Water District	South Carolina Housing Authority Bond Council		Methow Valley School District
	Sam Owen Fire District	Arnold Irrigation District	South Carolina Public Employee Benefit Authority		Monroe School District No. 103
	Santa-Fernwood Water and Sewer District	Aumville Rural Fire District	South Carolina Regional Housing Authority No. 1		Montesano School District No. 66
	Schweitzer Fire-Rescue District	Baker County Library District	South Carolina Regional Housing Authority No. 3		Morton School District No. 214
	Settlers Irrigation District	Baker Rural Fire Protection District	South Carolina State Education Assistance Authority		Moses Lake School District No. 161
	Shelley/Firch Fire District	Baker Valley Soil and Water Conservation District	South Carolina State Fiscal Accountability Authority		Mossyrock School District No. 206
	Shoshone City & Rural Fire District	Bandon Rural Fire Protection District	South Carolina State Housing and Development Authority		Mt. Adams School District No. 209
	Shoshone County Fire Protection District No. 2	Barlow Water Improvement District	South Carolina State Ports Authority		Mt. Baker School District No. 507
	Shoshone Highway District No. 2	Bay Area Hospital District	South Greenville Fire District		Mt. Vernon School District No. 320
	South Bannock Library District	Bend Parks and Recreation District	South Island Public Service District		Mukiteo School District No. 6
	South Bingham Soil Conservation District	Beverly Beach Water District	Southside Rural Community Water District		Naches Valley School District No. 3
	South Boundary Fire Protection District	Black Butte Ranch Rural Fire Protection District	Spartanburg Housing Authority		Napavine School District No. 14
	South Custer Fire District	Blue Mountain Hospital District	Spartanburg Regional Health Services District		Naselle-Grays River Valley School District No.165
	South Fork Coeur d'Alene River Sewer District	Blue River Water District	St. Andrews Public Service District South Carolina		Nespelem School District No. 14
	South Latah Highway District	Boardman Park and Recreation District	St. John's Fire District		Newport School District No. 56-415
	Southside Water and Sewer District	Boardman Rural Fire Protection District	Starr-Iva Water and Sewer District		Nine Mile Falls School District No. 325/179
	Southwestern Idaho Cooperative Housing Authority	Boring Water District No. 24	Starr-Jackson-Wellford-Duncan Water District		Nooksaak Valley School District No. 506
	St. Maries Fire Protection District	Boulder Creek Retreat Special Road District	Sumter Housing Authority		North Beach School District No. 64
	Star Joint Fire District	Brownville Rural Fire District	Talatha Rural Community Water District		North Franklin School District No. 51
	Star Sewer and Water District	Buell-Red Prairie Water District	Taylor's Fire and Sewer District		North Kitsap School District No. 400
	Sun Valley Water and Sewer District	Bunker Hill Sanitary District	Three Rivers Solid Waste Authority		North Mason School District
	Sunier Heights Water District	Burlington Water District	Tigerville Fire District		North Thurston Public Schools
	Targhee Regional Public Transit Authority	Camellia Park Sanitary District	Tri-County Solid Waste Authority		Northport School District No. 211
	Targhee Regional Public Transportation Authority	Canon Beach Rural Fire Protection District	Union Housing Authority		Northshore School District No. 417
	Teton County Fire Protection District	Central Lincoln People's Utility District	Valley Public Service Authority		Oak Harbor School District No. 201
	Three Creek Highway District	Central Oregon Irrigation District	Waccamaw Regional Transportation Authority		Oakesdale School District No. 324
	Three Mile Water District	Central Oregon Park and Recreation District	Wedgefield Stateburg Water District		Oakville School District No. 400
	Timberlake Fire Protection District	Central Oregon Regional Housing Authority	West Anderson Water District		Ocean Beach School District No. 101
	Twin Falls Highway District	Charleston Fire District	Westview-Fairforest Fire District		Ocoosa School District No. 172
	Twin Falls Housing Authority	Charleston Sanitary District	Whitney Fire Protection District		Odesch School District No. 105
	Twin Falls Rural Fire Protection District	Chehalis Park and Recreation District	Williamsburg County Transit Authority		Okanagan School District No. 105
	Twin Ridge Rural Fire District	Chenoweth Water Public Utility District	Williamsburg County Water and Sewer Authority		Olympia School District No. 111
	Union Independent Highway District	Chiloquin-Agency Lake Rural Fire Protection District	Woodruff Housing Authority		Olympic Educational Service District
	Upper Fords Creek Rural Fire District	Christmas Valley Domestic Water Supply District	Woodruff-Roebuck Water District		Omak School District No. 19
	Warm Lake Recreational Water District	Christmas Valley Park and Recreation District	York County Natural Gas Authority		Onalaska School District No. 300
	Wendell Highway District	Clackamas County Fire District No. 1	<b>State</b>		Onion Creek School District No. 30
	West Boise Sewer District	Clackamas County Housing Authority	Santee-Lynches Regional Council of Governments		Orcas Island School District No. 137
	West Bonner Library District	Clackamas County Soil and Water Conservation District	South Carolina Department of Health and Environmental Control		Orchard Prairie School District No. 123
	West Bonner Water and Sewer District	Clatskanie Park and Recreation District	South Carolina Department of Mental Health		Orient School District No. 65
	West Pend Oreille Fire District	Clatskanie People's Utility District	South Carolina Department of Revenue		Oroville School District No. 410
	Western Ada Recreation District	Clatskanie Rural Fire Protection District	South Carolina General Services Division		Orting School District No. 344
	Western Elmore County Recreation District	Clatsop Care Center Health District	South Carolina Office of Regulatory Staff		Othello School District
	Wilder Irrigation District	Clatsop County Housing Authority	South Carolina State Budget and Control Board		Palisades School District No. 102
	Wilder Public Library District	Cloverdale Rural Fire Protection District	South Carolina State Treasurer's Office		Palouse School District No. 301
	Wilder Rural Fire Protection District	Coburg Rural Fire Protection District	State Of South Carolina		Pasco School District No. 1

Idaho	Oregon	South Carolina	Utah	Washington
Wilderness Ranch Fire Protection District	Colton Fire District	<b>Township</b>		Pateros School District
Winona Highway District	Colton Water District	Township of Grand Meadow		Paterson School District No. 50
Worley Fire District	Columbia Corridor Drainage Districts Joint Contracting Authority	<b>Tribal</b>		Pe Ell School District No. 301
Worley Highway District	Columbia Health District	Catawba Indian Nation		Peninsula School District
<b>State</b>	Columbia Improvement District			Pioneer School District No. 402
Idaho Department of Administration	Columbia River People's Utility District			Pomeroy School District No. 110
Idaho Department of Health and Welfare	Columbia Soil and Water Conservation District			Port Angeles School District No. 121
State Of Idaho	Coos County Airport District			Port Townsend School District No. 50
<b>Tribal</b>	Coos County Library Service District			Prescott School District No. 402-37
Coeur d'Alene Tribe	Coquille Indian Housing Authority			Pride Prep Schools
Kootenai Tribe of Idaho	Coquille Valley Hospital District			Prosser School District No. 116
Nez Perce Tribal Enterprises	Corbett Water District			Puget Sound Educational Service District
Nez Perce Tribe	Corvallis Rural Fire Protection District			Pullman School District No. 267
Shoshone-Bannock Tribes	Cove Rural Fire Protection District			Puyallup School District No. 3
	Crooked River Ranch Rural Fire Protection District			Queets-Clearwater School District No. 20
	Crooked River Ranch Special Road District			Quilcene School District No. 48
	Curry Health District			Quillayute Valley School District No. 402
	Curry Public Library District			Quincy School District No. 144
	Dallas Cemetery District No. 4			Rainier School District No. 307
	Dean Minard Water District			Raymond School District No. 116
	Dee Rural Fire Protection District			Reardan-Edwall School District
	Deschutes County 911 Service District			Renton School District No. 403
	Deschutes County Rural Fire District No. 1			Republic School District
	Deschutes Valley Water District			Richland School District No. 400
	Devils Lake Water Improvement District			Ridgefield School District No. 122
	Dexter Rural Fire Protection District			Ritzville School District
	Douglas County Fire District No. 2			Riverside School District
	Douglas County Housing Authority			Riverview School District No. 407
	Douglas Soil and Water Conservation District			Rochester School District
	Drakes Crossing Rural Fire Protection District			Rosalia School District No. 320
	Dufur Recreation District			Royal School District
	Eagle Valley Soil and Water Conservation District			San Juan Island School District No. 149
	East Fork Irrigation District			Satsop School District No. 104
	East Multnomah Soil and Water Conservation District			Seattle Public Schools
	East Umatilla County Health District			Sedro-Woolley School District No. 101
	East Valley Water District			Selah School District No. 119
	Echo Rural Fire District			Selkirk School District No. 70
	Elsie-Vinemagle Rural Fire Protection District No. 11			Sequim School District No. 323
	Emerald People's Utility District			Shaw Island School District No. 10
	Estacada Rural Fire District No. 69			Shelton School District No. 309
	Fairview Water District			Shoreline School District No. 412
	Falcon Cove Beach Water District			Skykomish School District
	Farmers Irrigation District			Snohomish School District No. 201
	Gardiner Sanitary District			Snoqualmie Valley School District No. 410
	Gaston Rural Fire District			Soap Lake School District No. 156
	Gates Rural Fire Protection District			South Bend School District No. 118
	Gearhart Rural Fire Protection District			South Kitsap School District No. 402
	Glendale Rural Fire Protection District			South Whidbey School District No. 206
	Gleneden Sanitary District			Southside School District
	Goshen Fire District			Spokane Public Schools
	Government Camp Sanitary District			Sprague School District
	Grand Ronde Sanitary District			St. John School District No. 322
	Grant County Transportation District			Stanwood-Camano School District No. 401
	Grant Soil and Water Conservation District			Stellacoom Historical School District No. 1
	Grants Pass Irrigation District			Steptoe School District No. 304
	Green Sanitary District			Stevenson-Carson School District No. 303
	Hahlen Road Special District			Sultan School District No. 311
	Halsey-Shedd Rural Fire Protection District			Summit Valley School District 202
	Hamlet Rural Fire Protection District			Summer School District No. 320
	Harbor Sanitary District			Sunnyside School District No. 201
	Harbor Water Public Utility District			Tacoma School District No. 10
	Harney District Hospital			Taholah School District No. 77
	Harney Soil and Water Conservation District			Tahoma School District No. 409
	Harriman Rural Fire Protection District			Tekoa School District No. 265
	Hazeldell Rural Fire Protection District			Tenino School District No. 402
	Hebo Joint Water and Sewer Authority			Thorp School District No. 400
	Heceta Water District			Toledo School District No. 237
	Hermiston Cemetery District			Tonascket School District
	Hermiston Fire and Emergency Services District			Toppensish School District No. 202
	Hermiston Irrigation District			Touchet School District No. 300
	Hood River County Library District			Toutle Lake School District No. 130
	Hood River County Transportation District			Trout Lake School District No. R-400
	Hood River Valley Parks and Recreation District			Tukwila School District No. 406
	Hoodland Fire District No. 74			Tumwater School District No. 33
	Hubbard Rural Fire Protection District			Union Gap School District No. 2
	Ice Fountain Water District			University Place School District No. 83
	Illinois Valley Rural Fire Protection District			Valley School District
	Ione Rural Fire Protection District			Valley School District No. 70
	Irrigon Community Park and Recreation Maintenance District			Vancouver School District No. 37
	Jackson County Airport Authority			Vashon Island School District No. 402
	Jackson County Fire District No. 3			Wahkiakum School District No. 200
	Jackson County Fire District No. 5			Wahluke School District No. 73
	Jackson County Housing Authority			Waitsburg School District
	Jackson County Library District			Walla Walla School District No. 140
	Jackson County Vector Control District			Wapato School District No. 207
	Jackson Soil and Water Conservation District			Warden School District No. 146-161
	Jefferson Rural Fire Protection District			Washington Schools Risk Management Pool
	John Day/Canyon City Parks and Recreation District			Washington State Educational Service District
	Junction City Rural Fire Protection District			Washougal School District
	Juniper Flat Rural Fire Protection District			Washtucna School District
	Keating Soil and Water Conservation District			Waterville School District No. 209
	Keizer Rural Fire Protection District			Wellpinit School District
	Keno Fire Protection District			Wenatchee School District No. 246
	Kernville-Gleneden Beach-Lincoln Beach Water District			West Valley School District No. 208, Yakima County

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Klamath County Fire District No. 1			West Valley School District No. 363, Spokane County
		Klamath County Library Service District			White Pass School District No. 303
		Klamath Housing Authority			White River School District No. 416
		Klamath Irrigation District			White Salmon Valley School District No. 405-17
		Klamath Vector Control District			Wilbur School District No. 200
		La Grande Rural Fire Protection District			Willapa Valley School District No. 160
		La Pine Park and Recreation District			Wilson Creek School District
		La Pine Rural Fire Protection District			Winlock School District No. 232
		La Pine Water District			Wishkah Valley School District No. 117
		Lake District Hospital			Woodland School District No. 404
		Lake Grove Water District			Yakima School District No. 7
		Lakeside Fire District No. 4			Yelm Community School District No. 2
		Lane County Fire District No. 1			Zillah School District No. 205
		Lane Library District			<b>Special District</b>
		Lane Transit District			Acme Water District No. 18
		Langlois Water District			Adams County Fire Protection District No. 1
		LaPine Special Sewer District			Adams County Mosquito Control District
		Lebanon Aquatic District			Aeneas Lake Irrigation District
		Lebanon Fire District			Alderwood Water and Wastewater District
		Lewis and Clark Rural Fire Protection District			Alpine Water District
		Libby Drainage District			Anacortes Housing Authority
		Linn Benton Housing Authority			Annapolis Water District
		Lookingglass Rural Fire District			Asotin County Cemetery District No. 1
		Lorane Rural Fire Protection District			Asotin County Conservation District
		Lowell Rural Fire Protection District			Asotin County Fire District No. 1
		Lower Umpqua Hospital District			Asotin County Housing Authority
		Lusted Water District			Asotin County Public Utility District No. 1
		Madras Aquatic Center District			Badger Mountain Irrigation District
		Maiheur County Housing Authority			Bainbridge Island Metropolitan Park and Recreation District
		Malin Rural Fire Protection District			Basin City Water/Sewer District
		Mapleton Water District			Bayview Beach Water District
		Marion County Fire District No. 1			Beacon Hill Water and Sewer District
		Marion Soil and Water Conservation District			Beehive Irrigation District
		Medford Irrigation District			Belfair Water District No. 1
		Merrill Rural Fire Protection District			Bellevue Convention Center Authority
		Mid-County Cemetery Maintenance District			Bellingham Housing Authority
		Middle Fork Irrigation District			Bellingham Public Development Authority
		Miles Crossing Sanitary Sewer District			Benton County Diking District No. 1
		Mill City Rural Fire Protection District			Benton County Fire Protection District No. 1
		Milton-Freewater Water Control District			Benton County Fire Protection District No. 2
		Mist-Birkenfeld Rural Fire Protection District			Benton County Fire Protection District No. 4
		Mohawk Valley Rural Fire District			Benton County Fire Protection District No. 5
		Molalla River Improvement District			Benton County Fire Protection District No. 6
		Molalla Rural Fire Protection District No. 73			Benton County Mosquito Control District
		Monroe Rural Fire Protection District			Benton County Public Utility District No. 1
		Morrow County Health District			Benton Irrigation District
		Mountain View Hospital District			Benton-Franklin Health District
		Mt. Angel Fire District			Beverly Water District
		Multnomah County Drainage District No. 1			Birch Bay Water and Sewer District
		Multnomah County Rural Fire Protection District No. 10			Black Diamond Water District
		Multnomah County Rural Fire Protection District No. 14			Bremerton Housing Authority
		Nesika Beach-Ophir Water District			Buckhannon-Upshur County Airport Authority
		Neskowin Regional Sanitary Authority			Burbank Irrigation District No. 4
		Neskowin Regional Water District			Carnage Irrigation District No. 7
		Nestucca Rural Fire Protection District			Cascadia Conservation District
		Netarts Oceanside Sanitary District			Cedar River Water and Sewer District
		Netarts-Oceanside Rural Fire Protection District			Central Klickitat County Park and Recreation District
		North Bay Rural Protection Fire District			Central Pierce Fire and Rescue District No. 6
		North Bend City/Coo's-Curry Housing Authority			Central Puget Sound Regional Transit Authority
		North Central Public Health District			Central Valley Ambulance Authority
		North Clackamas Parks and Recreation District			Chelan County Fire District No. 1
		North County Recreation District			Chelan County Fire District No. 3
		North Gilliam Cemetery District			Chelan County Fire District No. 5
		North Gilliam County Rural Fire Protection District			Chelan County Fire District No. 6
		North Lincoln Fire and Rescue District No. 1			Chelan County Fire District No. 7
		North Powder Rural Fire Protection District			Chelan County Fire District No. 8
		North Sherman County Rural Fire Protection District			Chelan County Fire District No. 9
		North Unit Irrigation District			Chelan County Public Hospital District No. 1
		Northeast Oregon Housing Authority			Chelan County Public Utility District No. 1
		Northern Wasco County Park and Recreation District			Chelan County/Wenatchee Housing Authority
		Northern Wasco County People's Utility District			Chelan-Douglas Health District
		Northwest Oregon Housing Authority			Chinook Water District
		Nyssa Road Assessment District No. 2			Chuckanut Community Forest Park District
		Nyssa Rural Fire Protection District			Clallam Conservation District
		Oak Hill Sanitary District			Clallam County Fire District No. 2
		Oak Lodge Sanitary District			Clallam County Fire District No. 5
		Oak Lodge Water District			Clallam County Fire District No. 6
		Oceanside Water District			Clallam County Fire Protection District No. 1
		Ochoco West Sanitary District			Clallam County Fire Protection District No. 3
		Odell Sanitary District			Clallam County Fire Protection District No. 4
		Ontario Library District			Clallam County Hospital District No. 1
		Oregon Fire Districts Association			Clallam County Housing Authority
		Oregon Infrastructure Finance Authority			Clallam County Parks and Recreation District No. 1
		Oregon Trail Library District			Clallam County Public Hospital District No. 2
		Oregon Water Wonderland Unit II Sanitary District			Clallam County Public Utility District No. 1
		Owyhee Irrigation District			Clark County Fire District No. 10
		Pacific City Joint Water Sanitary Authority			Clark County Fire District No. 11
		Pacific Communities Health District			Clark County Fire District No. 13
		Palatine Hill Water District			Clark County Fire District No. 5
		Peninsula Drainage District No. 1			Clark County Fire Protection District No. 3
		Peninsula Drainage District No. 2			Clark County Fire Protection District No. 6
		Pilot Rock Fire Protection District			Clark County Public Utility District No. 1
		Pine Grove Rural Fire Protection District			Clark Regional Wastewater District
		Pleasant Hill Rural Fire Protection District			Cline Irrigation District



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

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

- Lewis County Conservation District
- Lewis County Fire District No. 1
- Lewis County Fire District No. 11
- Lewis County Fire District No. 13
- Lewis County Fire District No. 18
- Lewis County Fire District No. 9
- Lewis County Fire Protection District No. 14
- Lewis County Fire Protection District No. 16
- Lewis County Fire Protection District No. 2
- Lewis County Fire Protection District No. 5
- Lewis County Fire Protection District No. 6
- Lewis County Fire Protection District No. 8
- Lewis County Hospital District No. 1
- Lewis County Public Facilities District
- Lewis County Public Utility District No. 1
- Lewis County Water District No. 1
- Lewis County Water District No. 3
- Lewis Public Transportation Benefit Area Authority
- Liberty Lake Sewer and Water District
- Lincoln County Fire District No. 1
- Lincoln County Fire District No. 4
- Lincoln County Fire Protection District No. 5
- Lincoln County Fire Protection District No. 6
- Lincoln County Fire Protection District No. 8
- Lincoln County Hospital District No. 3
- Lincoln-Adams County Fire Protection District No. 3
- Longview Housing Authority
- Lopez Island Library District
- Lower Elwha Housing Authority
- Lower Squilchuck Irrigation District
- Lummi Housing Authority
- Lummi Tribal Sewer and Water District
- Makah Housing Authority
- Malaga Water District
- Manchester Water District
- Manson Park and Recreation District
- Marshland Flood Control District
- Marysville Fire District
- Mason Conservation District
- Mason County Fire District No. 13
- Mason County Fire District No. 17
- Mason County Fire District No. 2
- Mason County Fire District No. 4
- Mason County Fire Protection District No. 5
- Mason County Fire Protection District No. 8
- Mason County Housing Authority
- Mason County Public Hospital District No. 1
- Mason County Public Utility District No. 1
- Mason County Public Utility District No. 3
- Mason County Transit Authority
- Methow Valley Irrigation District
- Mid-Columbia Library District
- Midway Sewer District
- Moab Irrigation District No. 20
- Moses Lake Irrigation and Rehabilitation District
- Mukilteo Water and Wastewater District
- Naches-Selah Irrigation District
- North Beach Water District
- North Central Washington Economic Development District
- North City Water District
- North County Regional Fire Authority
- North Highline Fire District
- North Perry Avenue Water District
- North Whidbey Park and Recreation District
- Northeast Sammamish Sewer and Water District
- Northshore Utility District
- Northwest Park and Recreation District No. 2
- Okanogan Conservation District
- Okanogan County Cemetery District No. 4
- Okanogan County Fire District No. 6
- Okanogan County Fire Protection District No. 11
- Okanogan County Housing Authority
- Okanogan County Public Hospital District No. 3
- Okanogan County Public Hospital District No. 4
- Okanogan County Public Utility District No. 1
- Okanogan Fire Protection District No. 16
- Okanogan Irrigation District
- Olympic View Water and Sewer District
- Olympus Terrace Sewer District
- Orcas Island Library District
- Orchard Avenue Irrigation District No. 6
- Oroville Housing Authority
- Oroville-Tonasket Irrigation District
- Othello Housing Authority
- Pacific Conservation District
- Pacific County Fire District No. 2
- Pacific County Fire Protection District No. 1
- Pacific County Fire Protection District No. 3
- Pacific County Public Healthcare Services District No. 3
- Pacific County Public Utility District No. 2
- Pacific Hospital Preservation and Development Authority
- Palouse Conservation District
- Pasco/Franklin County Housing Authority
- Pend Oreille County Fire District No. 2

- Pend Oreille County Fire District No. 4
- Pend Oreille County Fire District No. 5
- Pend Oreille County Library District
- Pend Oreille County Public Hospital District No. 1
- Pend Oreille County Public Utility District No. 1
- Peninsula Housing Authority
- Peninsula Metropolitan Park District
- Peshastin Irrigation District
- Peshastin Water District
- Pierce Conservation District
- Pierce County Fire District No. 13
- Pierce County Fire District No. 16
- Pierce County Fire District No. 18
- Pierce County Fire District No. 23
- Pierce County Fire District No. 27
- Pierce County Fire District No. 3
- Pierce County Fire District No. 5
- Pierce County Fire District No. 8
- Pierce County Fire Protection District No. 14
- Pierce County Fire Protection District No. 2
- Pierce County Fire Protection District No. 21
- Pierce County Housing Authority
- Pike Place Market Preservation and Development Authority
- Point Roberts Water District No. 4
- Ponderay Shores Water and Sewer District
- Port Ludlow Drainage District
- Prescott Joint Parks and Recreation District
- Prosser Fire District No. 3
- Prosser Public Hospital District
- Public Hospital District No. 1
- Public Hospital District No. 3
- Public Utility District No- 1
- Puyallup Tribal Health Authority
- Quileute Housing Authority
- Quinalt Housing Authority
- Quincy-Columbia Basin Irrigation District
- Renton Housing Authority
- Richland Housing Authority
- Richland Public Facilities District
- Ronald Wastewater District
- Rosa Irrigation District
- Sacheen Lake Sewer and Water District
- Sammamish Plateau Water and Sewer District
- San Juan Island Library District
- Saratoga Water District
- Scatchet Head Water District
- Seattle Chinatown International District Preservation and Development Author
- Seattle Housing Authority
- Seattle Southside Regional Tourism Authority
- Selah-Moxee Irrigation District
- Si View Metropolitan Park District
- Silver Lake Flood Control District
- Silver Lake Water And Sewer District
- Silverdale Water District
- Skagit Conservation District
- Skagit County Cemetery District No. 2
- Skagit County Fire District No. 10
- Skagit County Fire District No. 11
- Skagit County Fire District No. 15
- Skagit County Fire District No. 9
- Skagit County Fire Protection District No. 13
- Skagit County Fire Protection District No. 14
- Skagit County Fire Protection District No. 2
- Skagit County Fire Protection District No. 3
- Skagit County Fire Protection District No. 4
- Skagit County Fire Protection District No. 5
- Skagit County Fire Protection District No. 8
- Skagit County Housing Authority
- Skagit County Public Hospital District No. 1
- Skagit County Public Hospital District No. 2
- Skagit County Public Hospital District No. 304
- Skagit County Public Utility District No. 1
- Skagit County Sewer District No. 1
- Skagit County Sewer District No. 2
- Skagit Valley Public Hospital District No. 1
- Skamania County Fire District No. 1
- Skamania County Fire District No. 4
- Skamania County Public Hospital District No. 1
- Skamania County Public Utility District No. 1
- Skamokawa Water and Sewer District
- Skyway Water and Sewer District
- Snohomish County Fire District No. 15
- Snohomish County Fire District No. 16
- Snohomish County Fire District No. 19
- Snohomish County Fire District No. 26
- Snohomish County Fire District No. 5
- Snohomish County Fire Protection District No. 1
- Snohomish County Fire Protection District No. 17
- Snohomish County Fire Protection District No. 21
- Snohomish County Fire Protection District No. 22
- Snohomish County Fire Protection District No. 25
- Snohomish County Fire Protection District No. 28
- Snohomish County Fire Protection District No. 3
- Snohomish County Fire Protection District No. 7

Snohomish County Housing Authority  
 Snohomish County Public Hospital District No. 1  
 Snohomish County Public Hospital District No. 2  
 Snohomish County Public Utility District No. 1  
 Snohomish Health District  
 Snohomish River Regional Water Authority  
 Snoqualmie Valley Hospital District  
 South Columbia Basin Irrigation District  
 South Correctional Entity Public Development Authority  
 South Naches Irrigation District  
 South Whatcom Fire Authority  
 South Whidbey Parks and Recreation District  
 South Yakima Conservation District  
 Southwest Suburban Sewer District  
 Spokane Conservation District  
 Spokane County Fire District No. 12  
 Spokane County Fire District No. 2  
 Spokane County Fire District No. 4  
 Spokane County Fire Protection District No. 10  
 Spokane County Fire Protection District No. 11  
 Spokane County Fire Protection District No. 13  
 Spokane County Fire Protection District No. 3  
 Spokane County Fire Protection District No. 5  
 Spokane County Fire Protection District No. 8  
 Spokane County Fire Protection District No. 9  
 Spokane County Library District  
 Spokane County Water District No. 3  
 Spokane Housing Authority  
 Spokane Indian Housing Authority  
 Spokane Public Facilities District  
 Spokane Regional Health District  
 Spokane Transit Authority  
 Startup Water District  
 Steptoe Sewer District No. 1  
 Stevens County Fire District No. 2  
 Stevens County Fire District No. 6  
 Stevens County Fire Protection District No. 1  
 Stevens County Fire Protection District No. 10  
 Stevens County Fire Protection District No. 12  
 Stevens County Fire Protection District No. 5  
 Stevens County Public Utility District No. 1  
 Stevens County Rural Library District  
 Stevens Pass Sewer District  
 Sun Harbor Water District No. 3  
 Sunnyside Housing Authority  
 Sunnyside Valley Irrigation District  
 Sunnyslope Water District  
 Swinomish Housing Authority  
 Tacoma Community Redevelopment Authority  
 Tacoma Housing Authority  
 Tacoma Metropolitan Park District  
 Terrace Heights Sewer District  
 Thea Foss Waterway Development Authority  
 Three Rivers Regional Wastewater Authority  
 Thurston Conservation District  
 Thurston County Fire District No. 12  
 Thurston County Fire District No. 4  
 Thurston County Fire District No. 9  
 Thurston County Fire Protection District No. 3  
 Thurston County Fire Protection District No. 5  
 Thurston County Fire Protection District No. 6  
 Thurston County Fire Protection District No. 8  
 Thurston County Housing Authority  
 Thurston County Public Utility District No. 1  
 Tri-County Economic Development District  
 Tukwila Metropolitan Park District  
 Underwood Conservation District  
 Union Gap Irrigation District  
 Val Vue Sewer District  
 Valley Regional Fire Authority  
 Valley View Sewer District  
 Valley Water District  
 Vancouver Housing Authority  
 Vashon Park District  
 Wahkiakum County Public Utility District No. 1  
 Wahkiakum Fire Protection District No. 1  
 Wahkiakum Port District No. 1  
 Walla Walla County Fire Protection District No. 1  
 Walla Walla County Fire Protection District No. 3  
 Walla Walla County Fire Protection District No. 4  
 Walla Walla County Fire Protection District No. 5  
 Walla Walla County Fire Protection District No. 8  
 Walla Walla County Rural Library District  
 Walla Walla Housing Authority  
 Wallula Water District No. 1  
 Washington State Convention Center Public Facilities District  
 Washington State Major League Baseball Stadium Public Facilities District  
 Washington State Tobacco Settlement Authority  
 Water District 10  
 Wells Ranch Irrigation District  
 Wenatchee Reclamation District  
 Wenatchee-Chiwawa Irrigation District  
 West Sound Utility District  
 Whatcom Conservation District

Hawaii

Idaho

Oregon

South Carolina

Utah

Washington

- Whatcom County Fire District No. 1
- Whatcom County Fire District No. 11
- Whatcom County Fire District No. 14
- Whatcom County Fire District No. 16
- Whatcom County Fire District No. 17
- Whatcom County Fire District No. 4
- Whatcom County Fire District No. 5
- Whatcom County Fire District No. 7
- Whatcom County Fire District No. 8
- Whatcom County Fire District No. 8
- Whatcom County Public Utility District No. 1
- Whatcom County Water District No. 12
- Whatcom County Water District No. 13
- Whatcom County Water District No. 2
- Whatcom County Water District No. 7
- Whatcom Transportation Authority
- Whidbey Island Public Hospital District
- Whitestone Reclamation District
- Whitman County Fire District No. 11
- Whitman County Fire Protection District No. 12
- Whitman County Fire Protection District No. 14
- Whitman County Fire Protection District No. 7
- Whitman County Public Hospital District No. 3
- Whitman County Rural Library District
- Whitworth Water District No. 2
- Willapa Valley Water District
- William Shore Memorial Pool District
- Williams Lake Sewer District No. 2
- Wine Science Center Development Authority
- Wollochet Harbor Sewer District
- Woodinville Water District
- Yakima County Fire District No. 1
- Yakima County Fire District No. 3
- Yakima County Fire District No. 4
- Yakima County Fire District No. 5
- Yakima County Fire District No. 6
- Yakima County Fire Protection District No. 12
- Yakima County Fire Protection District No. 14
- Yakima County Mosquito Control District
- Yakima Housing Authority
- Yakima Regional Clean Air Authority
- Yakima Rural County Library District
- Yakima-Tieton Irrigation District

**State**

- North Seattle Community College
- Seattle Colleges
- State Of Washington
- Washington State Department of Enterprise Services
- Washington State Department of Health
- Washington State Department of Social and Health Services
- Washington State Health Care Authority

**Tribal**

- Columbia River Inter-Tribal Fish Commission
- Confederated Tribes of the Chehalis Reservation
- Confederated Tribes of the Colville Reservation
- Confederated Tribes of the Yakama Nation
- Cowlitz Indian Tribe
- Hoh Indian Tribe
- Jamestown S'Klallam Tribe
- Kalispel Tribe of Indians
- Lower Elwha Klallam Tribe
- Lummi Indian Nation
- Makah Tribe
- Muckleshoot Indian Tribe
- Nisqually Indian Tribe
- Nooksack Indian Tribe
- Port Gamble S'Klallam Tribe
- Puyallup Tribe of Indians
- Quileute Indian Tribe
- Quinalt Indian Nation
- Samish Indian Nation
- Sauk-Suiattle Indian Tribe
- Skokomish Indian Tribe
- Snoqualmie Indian Tribe
- Spokane Tribe
- Squaxin Island Tribe
- Stillaguamish Tribe of Indians
- Suquamish Tribe
- Swinomish Indian Tribal Community
- Tulalip Tribes
- Upper Skagit Indian Tribe
- Yakama Nation Land Enterprise



Appendix C - Political Subdivision List for Virginia

City/Town

City of Alexandria
City of Bristol
City of Buena Vista
City of Charlottesville
City of Chesapeake
City of Colonial Heights
City of Covington
City of Danville
City of Emporia
City of Fairfax
City of Falls Church
City of Franklin
City of Fredericksburg
City of Galax
City of Hampton
City of Harrisonburg
City of Hopewell
City of Lexington
City of Lynchburg
City of Manassas
City of Manassas Park
City of Martinsville
City of Newport News
City of Norfolk
City of Norton
City of Petersburg
City of Poquoson
City of Portsmouth
City of Radford
City of Richmond
City of Roanoke
City of Salem
City of Staunton
City of Suffolk
City of Virginia Beach
City of Waynesboro
City of Williamsburg
City of Winchester
Town of Albemarle
Town of Altavista
Town of Amherst
Town of Appalachee
Town of Appomattox
Town of Ashland
Town of Bedford
Town of Berryville
Town of Big Stone Gap
Town of Blacksburg
Town of Bluefield
Town of Boones Mill
Town of Bowling Green
Town of Boyce
Town of Boydton
Town of Bridgewater
Town of Broadway
Town of Brodnax
Town of Brookneal
Town of Buchanan
Town of Burkeville
Town of Cape Charles
Town of Cedar Bluff
Town of Charlotte Court House
Town of Chase City
Town of Chatham
Town of Cheriton
Town of Chilhowie
Town of Chincoteague
Town of Christiansburg
Town of Claremont
Town of Clarksville
Town of Clifton
Town of Clifton Forge
Town of Clinchco
Town of Clintwood
Town of Coeburn
Town of Colonial Beach
Town of Columbia
Town of Courland
Town of Craigsboro
Town of Crewe
Town of Culpeper
Town of Damascus
Town of Dayton
Town of Dendron
Town of Dilwyn
Town of Drakes Branch
Town of Dublin
Town of Dumfries
Town of Dungsannon

Special Districts

Accomack-Norhampton Transportation District
Albemarle County Service Authority
Albemarle-Charlottesville Regional Jail Authority
Alexandria Redevelopment and Housing Authority
Appomattox River Water Authority
Bath County Airport Authority
Bedford County Economic Development Authority
Bedford Regional Water Authority
Big Stone Gap Redevelopment and Housing Authority
Blacksburg-Christiansburg-VPI Water Authority
Blacksburg-Virginia Polytechnic Institute Sanitation Authority
Blue Ridge Airport Authority
Blue Ridge Crossroads Economic Development Authority
Blue Ridge Regional Jail Authority
Blue Ridge Soil and Water Conservation District
Bristol Redevelopment and Housing Authority
Brookneal-Campbell County Airport Authority
Brunswick County Industrial Development Authority
Buchanan County Industrial Development Authority
Buena Vista Public Service Authority
Campbell County Utilities and Service Authority
Carroll County Industrial Development Authority
Carroll-Grayson-Galax Solid Waste Authority
Castlewood Water and Sewage Authority
Central Shenandoah Planning District Commission
Central Virginia Regional Jail Authority
Central Virginia Waste Management Authority
Charlottesville Redevelopment and Housing Authority
Charlottesville-Albemarle Airport Authority
Chesapeake Airport Authority
Chesapeake Bay Bridge and Tunnel District
Chesapeake Hospital Authority
Chesapeake Redevelopment and Housing Authority
Coeburn-Norton-Wae Regional Wastewater Authority
Craze-New Castle Solid Waste Authority
Crater District Area Agency on Aging/Foster Grandparent Program, Inc.
Culpeper Soil and Water Conservation District
Cumberland Plateau Planning District Commission
Cumberland Plateau Regional Housing Authority
Cumberland Plateau Regional Waste Management Authority
Danville Redevelopment and Housing Authority
Danville-Pittsylvania County Regional Industrial Facilities Authority
Dickenson County Industrial Development Authority
Dickenson County Public Service Authority
Dinwiddie Airport and Industrial Authority
Dinwiddie County Water Authority
District Three Governmental Cooperative
Dryden Water Authority
Eastern Shore of Virginia Broadband Authority
Essex County Industrial Development Authority
Fairfax County Economic Development Authority
Fairfax County Park Authority
Fairfax County Redevelopment and Housing Authority
Fairfax County Water Authority
Fauquier County Water and Sanitation Authority
Floyd County Economic Development Authority
Floyd-Floyd County Public Service Authority
Franklin Redevelopment and Housing Authority
Frederick County Sanitation Authority
Fredericksburg Stafford Park Authority
Frederick-Winchester Service Authority
Front Royal-Warren County Economic Development Authority
Ft. Monroe Authority
Giles County Public Service Authority
Greensville County Water and Sewer Authority
Halifax County Industrial Development Authority
Halifax County Service Authority
Hampton Redevelopment and Housing Authority
Hampton Roads Planning District Commission
Hampton Roads Regional Jail Authority
Hampton Roads Sanitation District
Harrisonburg Redevelopment and Housing Authority
Harrisonburg-Rockingham Regional Sewer Authority
Headwaters Soil and Water Conservation District
Hopewell Redevelopment and Housing Authority
James River Water Authority
John Flannagan Water Authority
Joint Public Service Authority
Lee County Industrial Development Authority
Lee County Public Service Authority
LENOWISCO Planning District Commission
Lord Fairfax Soil and Water Conservation District
Loudoun County Sanitation Authority
Louisiana County Water Authority
Lynchburg Redevelopment and Housing Authority
Marion Redevelopment and Housing Authority
Maury Service Authority
Mecklenburg-Brunswick Regional Airport Authority
Meherrin River Regional Jail Authority
Middle Peninsula Regional Airport Authority

Public K-12

Accomack County Public Schools
Albemarle County Public Schools
Alexandria City Public Schools
Alleghany County Public Schools
Amelia County Public Schools
Amherst County Public Schools
Appomattox County Public Schools
Arlington County Public Schools
Atlantic Shores Christian Schools
Augusta County Public Schools
Bath County Public Schools
Bedford County Public Schools
Bland County Public Schools
Botetourt County Public Schools
Bristol Virginia Public Schools
Brunswick County Public Schools
Buchanan County Schools
Buckingham County Board of Supervisors
Buena Vista City Public Schools
Campbell County Public Schools
Caroline County Public Schools
Carroll County Public Schools
Charles City County School District
Charlotte County Public Schools
Charlottesville City Schools
Chesapeake Public Schools
Chesterfield County Public Schools
Clarke County School District
Colonial Beach Schools
Colonial Heights Public Schools
Copper River School District
Covington City Public Schools
Craig County Public Schools
Culpeper County Public Schools
Cumberland County Public Schools
Danville Public Schools
Dickenson County Public Schools
Dinwiddie County Public Schools
Fairfax County Public Schools
Falls Church City Public Schools
Fauquier County Public Schools
Floyd County Public Schools
Fluvanna County Public Schools
Franklin City Schools
Franklin County Public Schools
Frederick County Public Schools
Fredericksburg City Public Schools
Galax City Public Schools
Giles County Public Schools
Gloucester County Public Schools
Goochland County Public Schools
Grayson County Public Schools
Greene County Schools
Greensville County Public Schools
Halifax County Public Schools
Hampton City Schools
Hanover County Public Schools
Harrisonburg City Public Schools
Henrico County Public Schools
Henry County Public Schools
Highland County Public Schools
Hopewell Public Schools
Imagine Schools
Isle of Wight County Schools
King and Queen County Public Schools
King George County Public Schools
King William County Public Schools
Lancaster County Public Schools
Lee County Public Schools
Lee County Public Schools
Lexington City Schools
Loudoun County Public Schools
Louisiana County Public Schools
Lynchburg City Schools
Madison County Public Schools
Mathews County Public Schools
Middlesex County Public Schools
Montgomery County Public Schools
Nelson County Public Schools
New Kent County Schools
Newport News Public Schools
Norfolk Public Schools
Northampton County School District
Northumberland County Public Schools
Norton City Public Schools
Nottoway County Public Schools
Orange County Public Schools

County

Accomack County
Albemarle County
Alleghany County
Amelia County
Amherst County
Appomattox County
Arlington County
Bath County
Bedford County
Bedford County Public Service Authority
Bland County
Botetourt County
Brunswick County
Buchanan County
Buchanan County Public Service Authority
Buckingham County
Campbell County
Caroline County
Carroll County
Carroll County Public Service Authority
Charles City County
Charlotte County
Charlottesville City Schools
Chesapeake County
Clarke County
Craig County
Culpeper County
Cumberland County
Dickenson County
Dinwiddie County
Essex County
Fairfax County
Fauquier County
Fluvanna County
Franklin County
Frederick County
Giles County
Gloucester County
Goochland County
Grayson County
Greene County
Henrico County
Henry County
Henry County Public Service Authority
Highland County
Isle of Wight County
James City County
King and Queen County
King George County
King George County Service Authority
King William County
Lancaster County
Lee County
Loudoun County
Louisiana County
Lunenburg County
Madison County
Mathews County
Mecklenburg County
King and Queen County Public Schools
Montgomery County
Nelson County
New Kent County
Northampton County
Nottoway County
Orange County
Patrick County
Pittsylvania County
Pittsylvania County Service Authority
Powhatan County
Prince Edward County
Prince George County
Middlesex County
Prince William County Service Authority
Pulaski County
Rappahannock County
Richmond County
Roanoke County
Rockbridge County
Rockbridge County Public Service Authority
Rockingham County
Russell County
Scott County

Public Higher Education

Blue Ridge Community College
Central Virginia Community College
Christopher Newport University
College of William and Mary
Dabney S. Lancaster Community College
Danville Community College
Eastern Shore Community College
Eastern Virginia Medical School
George Mason University
Germania Community College
J. Sargeant Reynolds Community College
James Madison University
John Tyler Community College
Longwood University
Lord Fairfax Community College
Massanutten Technical Center
Buckingham County
New College Institute
New River Community College
Norfolk State University
Northern Virginia Community College
Old Dominion University
Patrick Henry Community College
Paul D. Camp Community College
Piedmont Virginia Community College
Radford University
Rappahannock Community College
Richard Bland College
Rowanty Technical Center
Southern Virginia Higher Education Center
Southside Virginia Community College
Southwest Virginia Community College
State Council of Higher Education for Virginia
Thomas Nelson Community College
University of Mary Washington
University of Virginia
University of Virginia Foundation
University of Virginia Health System
University of Virginia, Wise
Virginia College Savings Plan
Virginia Commonwealth University
Virginia Community College System
Virginia Highlands Community College
Virginia Military Institute
Virginia Polytechnic Institute and State University
Virginia State University
Virginia Western Community College
Wytheville Community College

State

State of Virginia
Virginia Department of Behavioral Health and Developmental Services
Virginia Department of General Services
Virginia Department of Health
Virginia Department of Health Professions
Virginia Department of Public Works

Townships

Township of Green, Ross County

**City/Town**

Town of Elkton  
 Town of Exmore  
 Town of Farmville  
 Town of Fincastle  
 Town of Floyd  
 Town of Fries  
 Town of Front Royal  
 Town of Gate City  
 Town of Gate Spring  
 Town of Glasgow  
 Town of Glen Lyn  
 Town of Gordonsville  
 Town of Goshen  
 Town of Gretna  
 Town of Grotoes  
 Town of Halifax  
 Town of Hamilton  
 Town of Haymarket  
 Town of Hayti  
 Town of Herndon  
 Town of Hillsville  
 Town of Honaker  
 Town of Hurt  
 Town of Independence  
 Town of Iron Gate  
 Town of Irvington  
 Town of Jonesville  
 Town of Kenbridge  
 Town of Keyville  
 Town of Kilmarnock  
 Town of La Crosse  
 Town of Lawrenceville  
 Town of Leesburg  
 Town of Louisa  
 Town of Lovettsville  
 Town of Luray  
 Town of Marion  
 Town of Middleburg  
 Town of Middletown  
 Town of Mineral  
 Town of Monterey  
 Town of Montross  
 Town of Mt. Jackson  
 Town of Narrows  
 Town of New Castle  
 Town of New Market  
 Town of Nickelsville  
 Town of Occoquan  
 Town of Onancock  
 Town of Orange  
 Town of Pamplin City  
 Town of Parkley  
 Town of Pearisburg  
 Town of Pembroke  
 Town of Pennington Gap  
 Town of Phenix  
 Town of Pocahontas  
 Town of Pound  
 Town of Pulaski  
 Town of Purcellville  
 Town of Quantico  
 Town of Remington  
 Town of Rich Creek  
 Town of Richlands  
 Town of Ridgeway  
 Town of Rocky Mount  
 Town of Round Hill  
 Town of Rural Retreat  
 Town of Saltville  
 Town of Scottsville  
 Town of Shenandoah  
 Town of Smithfield  
 Town of South Boston  
 Town of South Hill  
 Town of St. Paul  
 Town of Stanley  
 Town of Stephens City  
 Town of Strasburg  
 Town of Stuart  
 Town of Tangier  
 Town of Tappahannock  
 Town of Tazewell  
 Town of Timberville  
 Town of Trouville  
 Town of Urbanna  
 Town of Victoria  
 Town of Vienna  
 Town of Vinton  
 Town of Wakefield  
 Town of Warrenton  
 Town of Warsaw  
 Town of Washington  
 Town of Waverly  
 Town of West Point  
 Town of White Stone  
 Town of Windsor  
 Town of Wise  
 Town of Woodstock  
 Town of Wytheville

**Special Districts**

Montgomery County Public Service Authority  
 Montgomery Regional Solid Waste Authority  
 Mt. Rogers Planning District Commission  
 New River Regional Water Authority  
 New River Resource Authority  
 New River Valley Planning District Commission  
 New River Valley Regional Jail Authority  
 Newport News Redevelopment and Housing Authority  
 Nicholas County Solid Waste Authority  
 Norfolk Airport Authority  
 Norfolk Economic Development Authority  
 Norfolk Redevelopment and Housing Authority  
 Northern Neck Planning District Commission  
 Northern Virginia Regional Park Authority  
 Northern Virginia Transportation Authority  
 Northwestern Regional Jail Authority  
 NRV Regional Water Authority  
 Pamunkey Regional Jail Authority  
 Patrick County Economic Development Authority  
 Pepper's Ferry Regional Wastewater Treatment Authority  
 Petersburg Redevelopment and Housing Authority  
 Peumansend Creek Regional Jail Authority  
 Piedmont Soil and Water Conservation District  
 Planning District One Behavioral Health Services  
 Portsmouth Redevelopment and Housing Authority  
 Prince William County Park Authority  
 Pulaski County Public Service Authority  
 Pulaski County Sewerage Authority  
 Radford Industrial Development Authority  
 Randolph County Water, Sewer and Fire Protection Authority  
 Rapidan Service Authority  
 Rappahannock Regional Jail Authority  
 Rappahannock-Shenandoah-Warren Regional Jail Authority  
 Region 2000 Services Authority  
 Richmond Behavioral Health Authority  
 Richmond Hospital Authority  
 Richmond Metropolitan Authority  
 Richmond Redevelopment and Housing Authority  
 Richmond Regional Planning District Commission  
 Rivanna Solid Waste Authority  
 Rivanna Water and Sewer Authority  
 Riverside Regional Jail Authority  
 Roanoke Redevelopment and Housing Authority  
 Roanoke River Service Authority  
 Roanoke Valley Broadband Authority  
 Roanoke Valley Resource Authority  
 Robert E. Lee Soil and Water Conservation District  
 Rockbridge Area Network Authority  
 Rockbridge County Solid Waste Authority  
 Russell County Industrial Development Authority  
 Russell County Public Service Authority  
 Scott County Economic Development Authority  
 Scott County Redevelopment and Housing Authority  
 Shenandoah Valley Soil and Water Conservation District  
 Smyth County Industrial Development Authority  
 Smyth Washington Regional Industrial Facilities Authority  
 South Central Wastewater Authority  
 Southeastern Public Service Authority  
 Southside Planning District  
 Southside Regional Jail Authority  
 Southwest Regional Recreation Authority  
 Southwest Virginia Regional Jail Authority  
 Suffolk Redevelopment and Housing Authority  
 Tappahannock-Essex County Airport Authority  
 Tazewell County Airport Authority  
 Tazewell County Industrial Development Authority  
 Tazewell County Public Service Authority  
 Tazewell County Public Service Authority  
 Thomas Jefferson Planning District Commission  
 Thomas Jefferson Soil and Water Conservation District  
 Toms Brook-Mauertown Sanitary District  
 Upper Occoquan Service Authority  
 Valley Municipal Utility District No. 2  
 Vint Hill Economic Development Authority  
 Virginia Beach Development Authority  
 Virginia Commercial Space Flight Authority  
 Virginia Highlands Airport Authority  
 Virginia Housing Development Authority  
 Virginia Peninsulas Public Service Authority  
 Virginia Port Authority  
 Virginia Resources Authority  
 Virginia Tech/Montgomery Regional Airport Authority  
 Virginia Carolina Water Authority  
 Virginia's First Regional Industrial Facility Authority  
 Washington County Industrial Development Authority  
 Washington County Service Authority  
 Waynesboro Economic Development Authority  
 Waynesboro Redevelopment and Housing Authority  
 West Piedmont Planning District  
 Western Virginia Water Authority  
 Williamsburg Area Transit Authority  
 Winchester Regional Airport Authority  
 Wined Road Authority  
 Wise County Public Service Authority  
 Wise County Redevelopment and Housing Authority  
 Woodway Water and Sewer Authority  
 Wytheville Redevelopment and Housing Authority

**Public K-12**

Page County Public Schools  
 Patrick County Public Schools  
 Petersburg City Public Schools  
 Pittsylvania County School District  
 Poquoson City Public Schools  
 Portsmouth Public Schools  
 Powhatan County Public Schools  
 Prince Edward County Schools  
 Prince George County Public Schools  
 Prince William County Schools  
 Pulaski County Public Schools  
 Radford City Schools  
 Rappahannock County Public Schools  
 Richmond City Public Schools  
 Richmond County Public Schools  
 Roanoke City Public Schools  
 Roanoke County Public Schools  
 Rockbridge County Schools  
 Rockingham County Public Schools  
 Russell County Public Schools  
 Salem City Schools  
 Scott County Public Schools  
 Shenandoah County Public Schools  
 Smyth County Public Schools  
 Southampton County Public Schools  
 Spotsylvania County Public Schools  
 Stafford County Public Schools  
 Staunton City Schools  
 Suffolk Public Schools  
 Surry County Public Schools  
 Sussex County Public Schools  
 Tazewell County Public Schools  
 Virginia Beach City Public Schools  
 Warren County Public Schools  
 Washington County School District  
 Waynesboro Public Schools  
 West Point Public Schools  
 Westmoreland County Public Schools  
 Williamsburg-James City County Public Schools  
 Winchester Public Schools  
 Wise County Public Schools  
 Wythe County Public Schools  
 York County Public Schools

**County**

Scott County Public Service Authority  
 Shenandoah County  
 Smyth County  
 Southampton County  
 Spotsylvania County  
 Stafford County  
 Surry County  
 Sussex County  
 Tazewell County  
 Tri-County Lake Administrative Commission  
 Warren County  
 Washington County  
 Westmoreland County  
 Wise County  
 Wythe County  
 York County

**Public Higher Education**

**State**

**Townships**



**NATIONAL JOINT POWERS ALLIANCE (NJPA) AWARDED VENDOR  
REQUIRED FEMA TERMS AND CONDITIONS CERTIFICATION**

Procurements by National Joint Powers Alliance (NJPA) or NJPA Members utilizing funds under a federal grant or contract funded all or in part by the Federal Emergency Management Agency (FEMA) may be subject to specific federal laws, regulations, and requirements in addition to those under other federal, state and local laws. This may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Title 44 of the Code of Federal Regulations, Part 13 (44 CFR Part 13).

The terms included in this section express Vendors willingness and ability to comply with certain requirements which may be applicable to specific NJPA Member purchases using FEMA grant or contract dollars. NJPA Members may also require Proposers to enter into ancillary agreements, in addition to the NJPA contract's general terms and conditions, to address a Member's specific contractual needs, including contract requirements for a procurement using FEMA grants or contracts. NJPA reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements.

Note: The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 44 CFR Part 13.

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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.

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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.

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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).

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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.

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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.

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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.

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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

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Vendor Agrees (YES or NO) Initials of Authorized Representative

(H) Pursuant to 44 CFR 13.36(i)(11), Vendor shall retain all required records for three years after FEMA or NJPA or NJPA Members makes final payments and all other pending matters are closed. In addition, Vendor shall comply with record retention requirements set forth in 44 CFR 13.42

Vendor Agrees (YES or NO)

Initials of Authorized Representative

*Vendor agrees to comply with federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Vendor certifies compliance with provisions, laws, acts, regulations, etc. as noted above.*

*This certification shall be effective through the term of the Vendor's NJPA awarded contract.*

Vendor: \_\_\_\_\_

Contract number: \_\_\_\_\_

Category: \_\_\_\_\_

Maturity date: \_\_\_\_\_

Address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Phone number: \_\_\_\_\_

Printed name and title of authorized representative: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_

Date: \_\_\_\_\_



## FLEET MANAGEMENT

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

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

### Your Total Transportation Solution

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

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

### Dedicated, Local Account Management

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

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

### Peace of Mind Maintenance

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

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

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

### Looking Toward the Future

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

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

Form A



**PROPOSER QUESTIONNAIRE- General Business Information**

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

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

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

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

***Please answer the questions below using the Microsoft Word® version of this document.*** This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

**Company Information & Financial Strength**

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.

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

**Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.**

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

**Background and History**

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

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

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

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

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

**Founding Values**

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

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

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

**Business Philosophy**

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

**Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.**

**Industry Experience and Longevity**

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

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

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

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

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

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



## Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

### Local Account Management

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

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



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

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

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

### Leasing and Financing

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

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

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

## Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

### Vehicle Acquisition

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

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



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

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

## Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

### Maintenance Programs

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

#### *Full Maintenance*

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



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

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

#### *Maintenance Management*

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

#### *Maintenance and Repair Process*

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

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

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

## Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

### Technology

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

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

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

### Registration and Renewals

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

### Remarketing

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

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



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

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

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

## Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

### Fuel Card

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

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

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



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

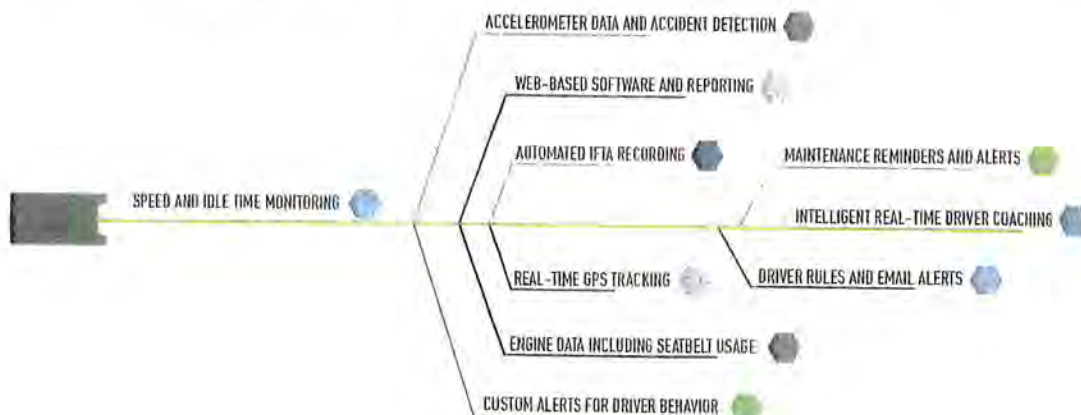
- Review transaction activity
- Identify potentially abusive or fraudulent behavior
- Notify customers when such behavior occurs

### Telematics

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

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

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



## Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

### Coverage Options

#### *Accident Management Program*

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

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

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

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

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

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

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

#### *Physical Damage Coverage*

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

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

## Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

### *Physical Damage Management*

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

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

### *Brokered Liability Program / Commercial Auto Policy*

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

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

The policy includes the following options:

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

### *Driver Safety*

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

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

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

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

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

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

**5) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.**

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

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

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

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

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

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

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

No.



- 8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
- a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
  - b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?

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

- 9) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.

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

#### ASE Blue Seal of Excellence

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

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

#### ASE Certifications

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

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

**Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.**

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

None — Our company has not been suspended or disbarred from doing business during the past ten years.

**11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.**

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

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

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

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

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

**Industry Recognition & Marketplace Success**

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

InformationWeek IT Award

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

ASE Blue Seal of Excellence

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

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

World Class Technician Award

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

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

Stevie Award

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

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

13) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.

Please see the references below.

14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.

**Cardston County**

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

**Lackawanna County**

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

**County of Yuba**

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

**City of Westminster**

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

**Webb County**

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

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

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

CASE STUDY | ERIE 2 CHAUTAUQUA-CATTARAUGUS BOCES



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

**BACKGROUND**

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

**THE PROBLEM**

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

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

**THE SOLUTION**

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

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

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

**THE RESULTS**

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

To learn more, visit [efleets.com](http://efleets.com) or call 877-23-FLEET.



**Key Results**

**SAVED  
30%  
IN FLEET COSTS**



**SAVED  
65%  
IN ANNUAL  
DEPRECIATION**



**SAVED  
40%  
IN FUEL COSTS**

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CASE STUDY | LACKAWANNA COUNTY



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

**BACKGROUND**

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

**THE PROBLEM**

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

**THE SOLUTION**

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

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

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

— Kevin Mitchell, Deputy Director of Purchasing

**THE RESULTS**

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

To learn more, visit [efleets.com](http://efleets.com) or call 877-23-FLEET.

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**Key Results**

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



**INCREASED  
 FUEL  
 EFFICIENCY**

**INCREASED  
 PRODUCTIVITY**



**DECREASED  
 DOWNTIME**



CASE STUDY | DEER PARK INDEPENDENT SCHOOL DISTRICT



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

### BACKGROUND

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

### THE CHALLENGE

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

### THE SOLUTION

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

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

*Felix Papp, Assistant Superintendent for Business Services*

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

### THE RESULTS

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

To learn more, visit [efleets.com](http://efleets.com) or call 877-23-FLEET.



### Key Results

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



**9X  
FASTER  
AT REPLACING VEHICLES**



**REDUCED  
STAFF OVERHEAD**



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**Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.**

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

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

**16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?**

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

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

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



**Proposer's Ability to Sell and Deliver Service Nationwide**

**18) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.**

**a) Sales force.**

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

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

**Account Executive**

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

**Account Manager**

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

**Account Fleet Coordinator**

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

**Fleet Strategy Manager**

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

**Finance Manager**

- Works with customers to develop customized financing and credit options

**Director of Fleet Management**

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

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

## Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

### b) Dealer network or other distribution methods.

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

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

This is what we expect from our CD dealers:

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

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

### c) Service force.

#### Call Center

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

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

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

#### Supplier Network

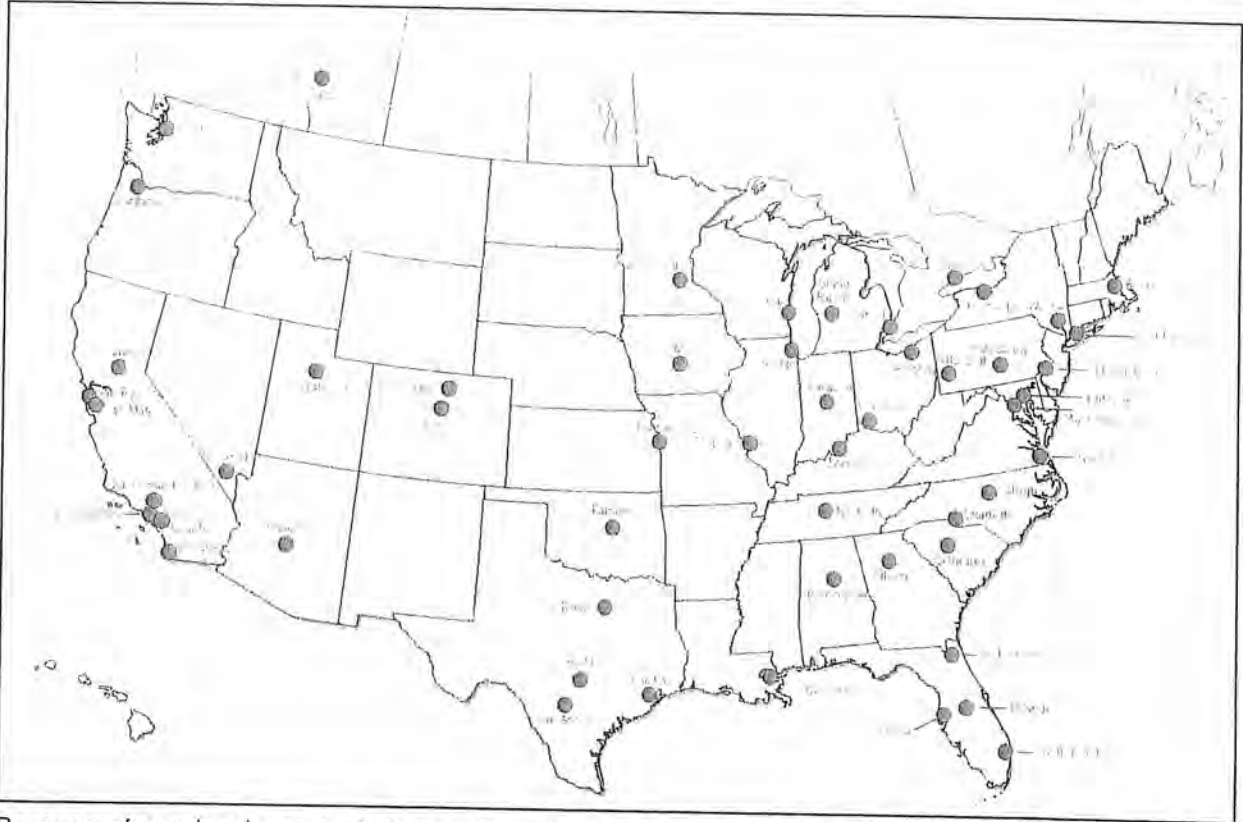
For maintenance and repair services, Enterprise encourages the use of our more than 30,000 Preferred Partners to ensure the highest level of service and greatest value with lower downtimes. In total, Enterprise has established relationships with more than 80,000 maintenance and repair shops nationwide,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

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

**Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.**

**Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.**

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



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

#### Maintenance Network

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

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

## Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

### Rental Network

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

### 19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.

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

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

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

### Ensuring Customer Satisfaction

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

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

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

**Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.**

SQi

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

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

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

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

**20) a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract. b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?**

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

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

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

**Marketing Plan**

**22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.**

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

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

**Largest Sales Team**

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

**True Commitment**

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

**Unparalleled Infrastructure**

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

**Industry Leading Customer Service**

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



**Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.**

**Innovative Technology**

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

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

**Implementation**

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

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

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

Below is a sample timeline of the implementation process.

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

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

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

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

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

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

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



**Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.**

**25) In your view, what is NJPA's role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?**

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

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

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

**Sample 12-Month Marketing Plan**

**Advertisements**

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

**PR Editorials**

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

**Direct Mail / Fax Communication**

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

**Case Studies**

**White Papers**

**Presentations**

**Webinars**

**New Member Packets**

**Internet Content and Customized Links**

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

**26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.**

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

**Value-Added Attributes**

**27) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.**

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

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

Customer Website

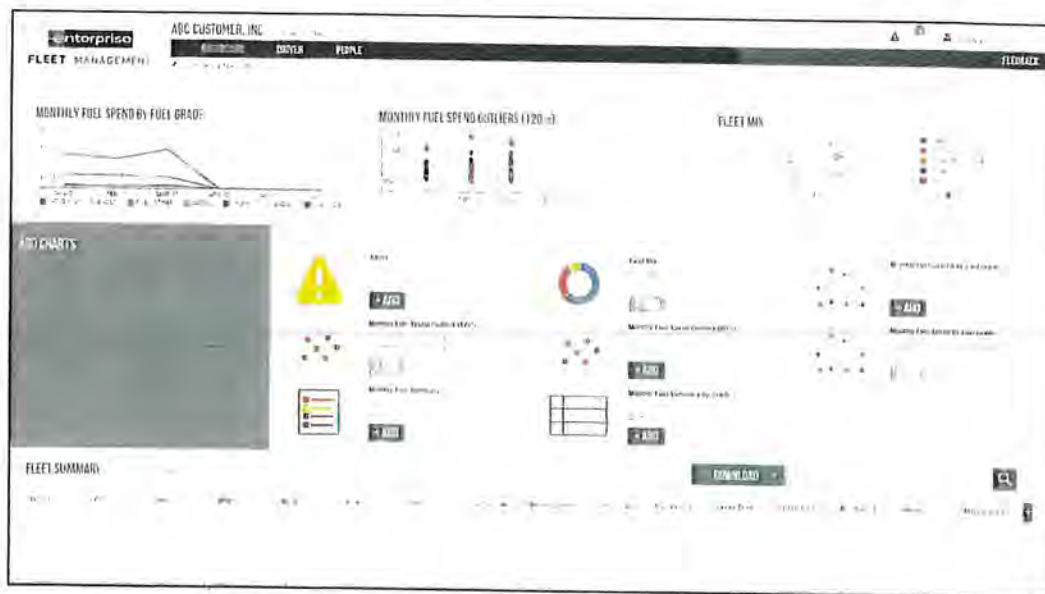
Enterprise Fleet Management's newly updated website uses a vast data warehouse to pull from millions of data records, giving our clients quick access to important vehicle information. This information is organized and consolidated into easy-to-understand, customizable views to provide your members with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

Complete Data Visibility

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

Customized, Self-Service Reporting

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



**Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.**

**Customizable Dashboard**

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

**Mileage and Taxable Fringe Benefit Reporting**

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

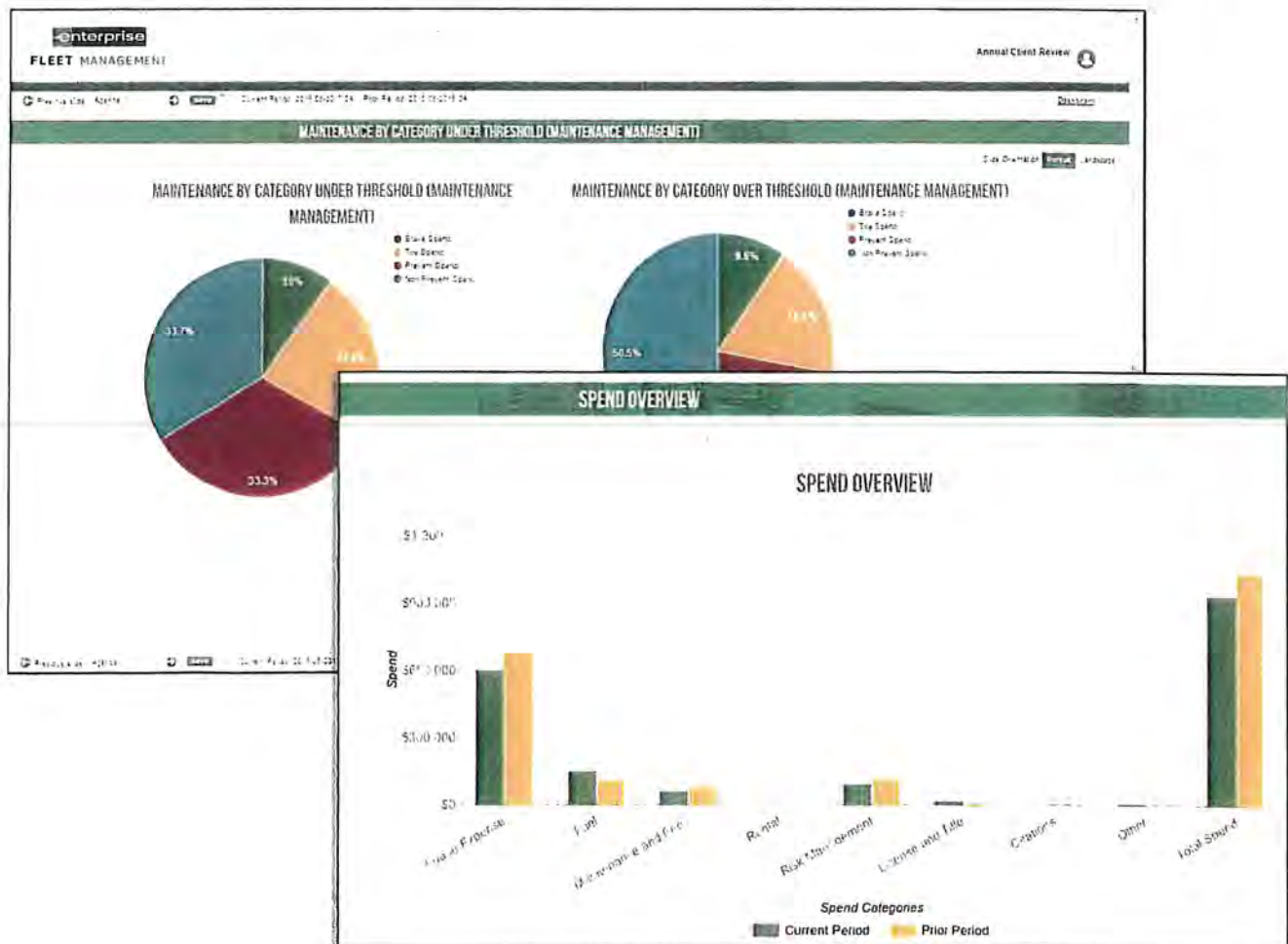
Our website now also provides our customers with detailed reporting on the Cumulative Taxable Benefit for each driver. This is based on IRS guidelines, and our website provides helpful guides and disclosures that can help each payroll department identify and track these amounts, based on vehicle data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

**Integrated Fuel Data**

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

**Annual Client Review Tool**

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



## Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

### Vehicle Selector

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

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

### Monthly Vehicle Cost Analysis

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

### Mobile App

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

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



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

## Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

### 29) Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.

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

#### Vehicle Cycling/Fleet Optimization

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

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

- Improvements in fuel efficiency
- Direct and indirect remediation costs

#### Emerging Fuel and Engine Technologies

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

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



#### Fleet Emission Footprint Analysis

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

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

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

#### Offsetting Greenhouse Gas Emissions

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

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

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

## Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

## Environmental Stewardship

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

These include:

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

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

## Corporate Social Responsibility

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

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

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

## Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

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

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

### Sustainable Maintenance Programs

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

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

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

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



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

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

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

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

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

**31) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?**

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

- **Fleet Expertise/Experience:** Because we own and operate 1.9 million units worldwide, together with affiliate Enterprise Holdings, we are keenly aware of industry trends, recalls, vehicle values, new model enhancements, regulatory issues, manufacturer updates, and more.
- **Infrastructure:** Our local account team presence — more than 50 fleet locations nationwide — and our relationships with the manufacturers differentiate us from the competition. Enterprise has local offices around the country with teams who can meet face-to-face and serve our customers.
- **Total Cost of Ownership Approach:** Through managing our own fleet of vehicles, we are experts at analyzing each cost bucket to ensure that we are operating at the lowest cost of ownership and we bring this forth to our clients as well.
- **Logistics:** We are constantly picking up, delivering, and moving our own fleets units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers.
- **Vehicle Resale:** Our experienced remarketing professionals are what make the Enterprise service so effective. We invest more in this area of business than any of our competitors, and we have a wide network of remarketing offices across the nation. We use our knowledge and experience to remarket vehicles through the appropriate channels to maximize the sales price.
- **Physical Damage Claims and Subrogation:** As a company, we are self-insured and have in-house teams that handle subrogation and claims services. Because this affects our bottom line, we have unmatched experience, resources and employees managing this area, and this greatly sets us apart from our competitors.

**32) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.**

Enterprise Fleet Management is able to provide our full range of services to NJPA member agencies in Canada. Some geographical limitations apply to parts of Canada, and we are unable to provide services to members in remote areas. More specific details can be provided.

**33) NJPA Members may intend to use funds from a federal grant or contract under the Federal Emergency Management Agency (FEMA). In that event, state your ability and willingness to complete, execute, and provide the “Required FEMA Terms and Conditions Certification” form attached as Appendix D to the RFP.**

Enterprise is willing to review and execute this if grant specifications meet our terms and conditions and allow for our Master Terms and Conditions.

**NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

6-5-2018



**PROPOSER INFORMATION**

Company Name: Enterprise Fleet Management, Inc.

Address: 600 Corporate Park Drive

City/State/Zip: St. Louis, MO, 63105

Phone: 877-233-5338

Fax: \_\_\_\_\_

Toll-Free Number: 877-233-5338

E-mail: \_\_\_\_\_

Website Address: www.efleets.com

**COMPANY PERSONNEL CONTACTS**

**Authorized signer for your organization**

Name: Dain Giesie, AVP of Fleet Management

Email: Dain.E.Giesie@efleets.com

Phone: 314-274-5428

The person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.

**Who prepared your RFP response?**

Name: Same as above

Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Who is your company's primary contact person for this proposal?**

Name: Same as above

Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Other important contact information**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Form C**

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**



Company Name: Enterprise Fleet Management

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

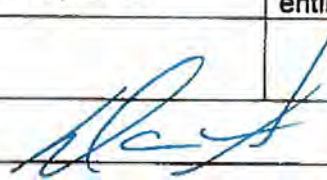
Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
3.17.2.1	5. Installation, operation and maintenance of dedicated charging and fueling stations;	Delete this number 5 in its entirety	August 9, 2018 Sourcewell* accepts
3.23.2	Vendor use of sub-contractors in sourcing or delivering equipment/product/services:	NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Suggested Solutions Options include:	August 9, 2018 Sourcewell* accepts
3.24	Geographic Area to be Proposed:	Refer to Enterprise Response #20.	August 9, 2018 Sourcewell* accepts
3.30.1	Deviations from industry standards	Delete this section in its entirety – all industry standard deviations is too broad and cannot be defined	August 9, 2018 Sourcewell* accepts
3.34	Warranty:	Delete this section in its entirety - All warranties made by any supplier, vendor and/or manufacturer of a Vehicle will be assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.	August 9, 2018 Sourcewell* accepts
3.35	Additional Warrants:	Delete this section in its entirety - All warranties made by any supplier, vendor and/or manufacturer of a Vehicle will be assigned by Lessor to Lessee for the applicable Term and Lessee's only	August 9, 2018 Sourcewell* accepts

		remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.	
5.31	Price Changes	Delete this section in its entirety and replace with the following language - Lease rates may vary based on factors such as manufacturer pricing, market conditions, interest indexes and vehicle availability.	August 9, 2018 Sourcewell* accepts
5.32	Price Changes	Delete this section in its entirety and replace with the following language - Lease rates may vary based on factors such as manufacturer pricing, market conditions, interest indexes and vehicle availability.	August 9, 2018 Sourcewell* accepts
5.35	Price Changes	Delete this section in its entirety and replace with the following language - Lease rates may vary based on factors such as manufacturer pricing, aftermarket pricing, product pricing, market conditions, interest indexes and availability.	August 9, 2018 Sourcewell* accepts
5.44	SALES TAX	Delete the following two sentences: "Sales and other taxes should not be included in the prices quoted." "Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP."	August 9, 2018 Sourcewell* accepts
5.53	Shipping	Delete this section in its entirety	August 9, 2018 Sourcewell* accepts
6.19.6.2	Printed Marketing Materials	Some EFM confidential materials may only be submitted after awarded to EFM.	August 9, 2018 Sourcewell* accepts
6.19.6.3	Contract announcements and advertisements.	Some EFM materials may only be submitted after awarded to EFM.	August 9, 2018 Sourcewell* accepts
6.26	Subcontractors:	Delete this section in its entirety – not applicable	August 9, 2018 Sourcewell* accepts
7.A 7.1 – 7.6	POST-AWARD OPERATING ISSUES  A. SUBSEQUENT AGREEMENTS	This section is deleted in its entirety. A Master Lease Agreement will be executed between Enterprise FM Trust and NJPA Members.	August 9, 2018 Sourcewell* accepts

7.E 7.10 - 7.11	HUB PARTNER	Utilizing a HUB partner is at the discretion of Enterprise.	August 9, 2018 Sourcewell* accepts
7.F 7.12	TRADE-INS	Delete Trade-Ins section in its entirety and replace with the below language:  CONSIGNMENT. Enterprise will sell Lessee's vehicles consigned to Enterprise by a Lessee as requested and with an executed Enterprise Consignment Agreement (attached to this RFP with Enterprise Lease Agreements). Additional forms may be required for California, Arizona and Canada.	August 9, 2018 Sourcewell* accepts
7.H 7.14 - 7.18	CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE	Delete this section in its entirety and replace with the following language - Either party may terminate this Agreement for any reason (convenience) by delivering not less than ninety (90) calendar days prior written notice thereof to the other party. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.	August 9, 2018 Sourcewell* accepts
7.C 7.8	REPORTING OF SALES ACTIVITY	Refer to Sample Reporting-Sourcewell spreadsheet provided by Enterprise on August 6, 2018.	August 9, 2018 Sourcewell* accepts
8.C 8.12	ASSIGNMENT OF CONTRACT	Delete this section 8.12 in its entirety	August 9, 2018 Sourcewell* accepts
8.H 8.18	FORCE MAJEURE	Delete this section 8.18 in its entirety and replace with the following language -  Neither Sourcewell nor Enterprise Fleet Management will be held responsible for delay or default caused by fire, riot, acts of God and/or war that are beyond that party's reasonable control. Sourcewell or Enterprise Fleet Management defaulting under this provision must provide the other party prompt written notice of the default.	August 9, 2018 Sourcewell* accepts
8.J 8.23	MATERIAL SUPPLIERS AND SUB-CONTRACTORS	Delete this section 8.23 in its entirety	August 9, 2018 Sourcewell* accepts

8.Q 8.32 – 8.33	Acquisition Threshold and Termination for Cause and for Convenience	Delete these sections 8.32 – 8.33 in their entirety – Not applicable	August 9, 2018 Sourcewell* accepts
8.Q 8.35 – 8.38	Construction Contracts; Employment of Mechanics or Laborers; Clean Air Act and the Federal Water Pollution Control Act	Delete these sections 8.35 – 8.38 in their entirety – Not applicable	August 9, 2018 Sourcewell* accepts
8.Q 8.42 – 8.43	Energy Policy and Conservation Act Compliance and Buy American Provisions Compliance	Delete these sections 8.42 - 8.43 in their entirety – Not applicable	August 9, 2018 Sourcewell* accepts

Proposer's Signature: \_\_\_\_\_



Date: 8-7-2018

**NJPA's clarification on exceptions listed above:**

\*On June 6, 2018, National Joint Powers Alliance changed its name to Sourcewell.





**Formal Offering of Proposal**  
(To be completed only by the Proposer)

**FLEET MANAGEMENT SERVICES**

In compliance with the Request for Proposal (RFP) for FLEET MANAGEMENT SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.


Company Name: Enterprise Fleet Management      Date: 6-5-2018

Company Address: 600 Corporate Park Drive

City: St. Louis      State: Missouri      Zip: 63105

CAGE Code/DUNS: 6Q1F8

Contact Person: Dain Giesie      Title: AVP of Fleet Management

Authorized Signature:  \_\_\_\_\_  
Dain Giesie  
(Name printed or typed)



**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



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

Sourcewell Contract # 060618-EFM

Proposer's full legal name: Enterprise Fleet Management, Inc. *IL 8-27-18*

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be July 24, 2018 and will expire on July 24, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

**Sourcewell Authorized Signatures:**

*DocuSigned by:*  
Jeremy Schwartz  
781440820E884E3  
SOURCEWELL DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

*DocuSigned by:*  
Chad Coquette  
JF75E02BAA547448  
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on 07/23/2018

Sourcewell Contract # 060618-EFM

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Enterprise Fleet Management, Inc. IL 8-27-18

Authorized Signatory's Title Assistant Vice President

[Signature]  
VENDOR AUTHORIZED SIGNATURE

Alvin Giersie  
(NAME PRINTED OR TYPED)

Executed on Aug 14th, 2018

Sourcewell Contract # 060618-EFM

## PROPOSER ASSURANCE OF COMPLIANCE

### Proposal Affidavit Signature Page

### PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Enterprise Fleet Management, Inc.

Address: 600 Corporate Park Drive

City/State/Zip: St. Louis, Missouri, 63105

Telephone Number: 877-233-5338

E-mail Address: Dain.E.Giesie@efleets.com

Authorized Signature: \_\_\_\_\_

Authorized Name (printed): Dain Giesie

Title: AVP of Fleet Management

Date: 6-5-2018

**Notarized**

Subscribed and sworn to before me this 5th day of June, 2018

Notary Public in and for the County of St. Louis State of Missouri

My commission expires: 4-30-2022

Signature: Denise A Godar



DENISE A. GODAR  
My Commission Expires  
April 30, 2022  
St. Louis County  
Commission #14436199



**PROPOSER QUESTIONNAIRE**

**Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: Enterprise Fleet Management

Questionnaire completed by: Dain Giesie, AVP of Fleet Management

**Payment Terms and Financing Options**

**1) What are your payment terms (e.g., net 10, net 30)?**

Payment terms are Net 30.

**2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?**

Yes. Enterprise Fleet Management offers a variety of customizable leasing and financing options. We will work with each NJPA member to find the most cost-effective option for each vehicle application and situation.

**Open-Ended Lease**

Many educational and governmental agencies have difficulties funding a healthy vehicle life cycle. Enterprise Fleet Management features an Open-Ended Lease product to help bridge any funding gaps. Our Open-Ended Lease is characterized by:

- Improved cash flow
- No mileage restrictions or wear-and-tear charges
- Flexible financing options
- Customized terms for use and type of vehicle
- Retention of ownership rights

In most programs, a vehicle would be purchased outright from the capital budget and kept in-fleet until a specified time when it was sold. However, to increase flexibility, our Open-Ended Lease allows for funding of only the time the vehicle is used. This approach allows our customers to pay the minimum amount for the use of the vehicle on a monthly basis, improving cash flow.

The mechanics of this lease involve financing the difference between the vehicle's purchase price and a conservative Reduced Book Value (RBV), which is based upon the anticipated market value in consideration of the vehicle's age and application.

**Closed-End Lease**

- Fixed monthly costs convenient to budget
- No resale responsibilities
- Predetermined lease term and mileage (can still be customized to each vehicle contract)
- Over-mileage and abnormal wear and tear charges may apply
- Generally used for one- to three-year terms
- Vehicles are turned in at end of lease term

## Form P — PROPOSER QUESTIONNAIRE cont.

- **Prepaid Lease:** allows the lessee to take advantage of discounted interest rates by paying all rent up front.
- **Lease to own Finance:** allows the customer to take ownership of the vehicle at the end of the financed/lease term.

### Lease Terms

Enterprise Fleet Management can offer lease terms as short as 12 months and as long as 60 months, or at any six-month interval in between. While we do not offer initial lease terms beyond 60 months, our Open-Ended Leases can be structured with a Reduced Book Value at 60 months that can be paid off or extended for an additional 12 or 24 months, or continue month to month until the Reduced Book Value has been completely paid off.

**Form P — PROPOSER QUESTIONNAIRE cont.**

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.**

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

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

The local account manager will perform a cost analysis to make sure we are ordering and cycling vehicles at the proper time. We will also do a side-by-side vehicle comparison to verify that each member agency is using the most cost-efficient vehicles for their needs. We will work with each member to make sure drivers are getting the correct vehicle for their application, and within the boundaries set by the member.

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

Quarterly, we will review deliveries that have been placed and delivered through the NJPA program to ensure compliance and accuracy. We will provide a detailed breakdown to NJPA monthly or quarterly for review depending on preference.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?**

At this time, Enterprise Fleet Management does not accept the P-Card as payment. Enterprise can accept both EFT and ACH payments from our customers.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Warranty repairs are honored by dealerships on behalf of the vehicle manufacturers. When warranty opportunities arise, Enterprise's National Service Department (NSD) weighs in and consults with the customer on the savings and benefits of getting work covered under warranty versus lost downtime to transport the vehicle to another service location if it is not currently at a dealer.

Enterprise maintains a strong working relationship with our manufacturer partners, and at times we will request goodwill assistance based on the nature of the repair, prior maintenance history, and current vehicle age and mileage. Our technicians proactively monitor repair estimates for possible warranty opportunities as well. There is no additional charge for this service.

- **Do your warranties cover all products, parts, and labor?**

Warranties vary by manufacturer, vehicle type, make and model, etc.

- **Do your warranties impose usage restrictions or other limitations that adversely affect coverage?**

Warranty details — including any mileage limits or other restrictions — vary by manufacturer, vehicle type, make and model, etc. We will advise and advocate on behalf of our customers when needed as well. Because we maintain strong relationships with vehicle manufacturers and our dealer partners, we can often work directly with them to help recuperate warranty costs for our customers on a case-by-case basis.

- **Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?**

Most standard vehicle warranties do not cover these expenses.

- **Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?**

This will depend on the manufacturer's dealer network.

When needed, Enterprise's NSD will work with the drivers to find an approved shop for warranty services that is close to their location. Because of the vast network of dealers that our company utilizes, we are able to easily manage these situations for our customers.

- **Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?**

All warranty coverages are provided by the applicable manufacturer.

## Form P — PROPOSER QUESTIONNAIRE cont.

- **What are your proposed exchange and return programs and policies?**

In most cases, Enterprise will acquire vehicles that are new from the factory and under the manufacturer warranty. We will also proactively plan with each member to ensure they are ordering the specific vehicles that are needed, including make/model, available options, any additional equipment or up-fitting required, etc.

The local account manager will perform a lifecycle cost analysis to make sure vehicles are being cycled and replaced at the proper time. We will also conduct a side-by-side vehicle comparison to verify that each member agency is using the most cost-efficient vehicles for their needs.

When determining lifecycle costs, we consider all core operating costs, including maintenance, fuel, and depreciation, and look for opportunities to improve. Often, a thorough investigation into later-life maintenance costs and diminishing resale values can offer insight on a more effective lifecycle.

Our local, full-time Fleet Strategy Manager also keeps us abreast of resale market conditions and auction peaks and valleys. We want to ensure that our clients' vehicles are coming off lease just as demand is high in the used car markets. We are always looking to take advantage of peaks to help reduce our clients' total cost of ownership.

### **6) Describe any service contract options for the items included in your proposal.**

Enterprise offers several maintenance programs designed to fit the needs of the member.

Please see Page 12 for details on our maintenance program options.



**Form P — PROPOSER QUESTIONNAIRE cont.**

**Pricing, Delivery, Audits, and Administrative Fee**

**7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.**

Enterprise Fleet Management leverages our relationships with manufacturers, dealers, maintenance/repair shops, and our company's own built-in infrastructure to provide the best solution for our customers. We work with nearly every manufacturer to source vehicles that are cost-effective, comfortable, and meet the needs of our customers in various industries across the nation. We also have relationships both locally and nationwide for any needed aftermarket equipment or up-fitting services.

Our experience with managing vehicles and our success in the educational / government sectors has allowed Enterprise to lead the industry in this space. When combined with our affiliate Enterprise Holdings, our companies manage a fleet of 1.9 million vehicles, and we use this knowledge and experience to help our fleet customers build best-in-class fleet programs.

Enterprise Fleet Management can provide a wide range of vehicles from nearly any manufacturer, up to and including medium-duty vehicle classes. At this time we do not lease heavy-duty vehicles.

**Enterprise Approach**

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

**Work Plan**

Enterprise will develop a strategic replacement schedule based on each member's current fleet data. After analyzing the fleet (year, make, model, maintenance spend, fuel spend and odometer reading of the vehicles) we will develop a replacement strategy designed to drive down total costs. We take a number of factors into consideration when making our replacement recommendations, such as age of the vehicle, current odometer reading, average maintenance spend, current fuel economy, estimated resale value, etc.

We look at the total cost to hold each depreciating asset in fleet and make recommendations based on the most cost-effective time to replace a vehicle. The Fleet Replacement Schedule is then used to benchmark and forecast future costs of vehicle replacement.

Enterprise will execute the agreed-upon plan by providing a local, dedicated account management team to ensure the success and efficiency of the program, including consultation and creation, implementation and ongoing management. This role is pivotal to the core value proposition that Enterprise Fleet Management provides because it gives our customers a local point of contact for all fleet-related needs.

Enterprise Fleet Management will provide a lowest cost of ownership program by managing a fleet replacement schedule, providing ancillary services that control operating expenses, and monitoring and reviewing the efficiency of the program and relationship. Our goal is to provide a consistently high level of customer satisfaction and to exceed expectations.

**Remarketing**

Remarketing is one of the single most important components of our program. Subsequently, we pride ourselves on having our fingers on the pulse of the used car market at all times. The used car market is a constantly moving target, and the local Fleet Strategy Manager and Account Manager work closely to pinpoint trends that can impact our clients' resale values.

Examples include over-mileage, market strengthening/softening of a certain vehicle type, seasonal trends, dealer preferences, etc. Regarding the sale of our clients' vehicles, we prefer to sell directly to dealers. While there are times when a car may perform better at an auction, more often than not we find that we can sell that vehicle directly to the dealer for the same money, which allows us to avoid several hundred dollars in fees from the auction and we pass those savings along to our clients.

Form P — PROPOSER QUESTIONNAIRE cont.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.) Complete the attachment shown below in Excel format and submit as part of your pricing response. The workbook is included as part of the forms package and is titled "Pricing Grid."

We provide our customers with fleet management services that address all fleet holding costs — from acquisition to disposal. This includes maintenance, fuel, insurance, registration, delivery, and reporting.

Please see the completed pricing grids for the U.S. and Canada on the following pages.

Pricing Grid

	Type	Charged / Percentage	Details
<b>Acquisition</b>			
Interest Rate Index Used			
Basis Points(adder)			
Factory Order Vehicles	Domestic		
Factory Order Vehicles	Foreign		
Dealer Stock Vehicles	Domestic		
Dealer Stock Vehicles	Foreign		
<b>% Incentives Passed to Customer</b>			
Federal Tax Incentives			
State Tax Incentives			
Manufacture Incentives			
<b>Maintenance</b>			
Fixed Maintenance			
Occurance Maintenance			
<b>Fees</b>			
Management Fee			
Service Charge			
Lease Termination Fee			
Interim Interest	Yes / No		How is it calculated?
Resale Fee			
Provide fees not listed + rate			

Form P — PROPOSER QUESTIONNAIRE cont.

Pricing Grid - U.S.

	Type	Charged / Percentage	Details
<b>Acquisition</b>			
Interest Rate Index Used	3 Year T-Bill		
Basis Points(ador)		+ 350 Basis Points	
Factory Order Vehicles	Domestic		Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus \$60 acquisition fee plus coutesey delivery fee (variable \$150-\$450 depending on location)
Factory Order Vehicles	Foreign		Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus \$60 acquisition fee plus coutesey delivery fee (variable \$150-\$450 depending on location)
Dealer Stock Vehicles	Domestic		Dealer Provided Invoice Less Applicable Incentives plus courtesy delivery fee plus \$60 acquisition fee, subject to dealer availability
Dealer Stock Vehicles	Foreign		Dealer Provided Invoice Less Applicable Incentives plus courtesy delivery fee plus \$60 acquisition fee, subject to dealer availability
<b>% Incentives Passed to Customer</b>			
Federal Tax Incentives		100%	of end user eligible incentives are passed to the member
State Tax Incentives		100%	of end user eligible incentives are passed to the member
Manufacture Incentives		100%	of end user eligible incentives are passed to the member
<b>Maintenance</b>			
Fixed Maintenance			Pricing based on vehicle type and anticipated miles driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member.
Occurance Maintenance			\$6 per month card fee per vehicle plus cost of service and parts
<b>Fees</b>			
Management Fee		0.10%	for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles
Service Charge		\$400	
Lease Termination Fee			\$0 Termination Fee for Equity Leases, refer to Section 3 of Master Lease Agreement for settlement process. Termination Fees for Net Leases are listed in Section 3 of Walkaway Lease Agreement.
Interim Interest		Yes / No	How is it calculated?
		NO	
Resale Fee			For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of \$395.00 CAD ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units
Provide fees not listed + rate			
Fuel Program:		\$2 per month per card	
Physical Damage:		\$1000 deductible, average quoted \$40 per month per vehicle but is based on underwriting and approval	
Accident Management:		\$100 per occurrence	
Maintenance Management:		\$6 per vehicle per month	
Full Maintenance:			Pricing based on vehicle type and anticipated miles driven over term
GeoTab Telematics:		\$26 per month for Base Mode or \$29 per month for Pro Mode + tax + \$49 per unit (one time charge)	
Registration Fees:			All applicable charges related to vehicle registration will be passed to the member, including any service fees that are charged from dealers to process, plus \$25 processing fee

**Form P — PROPOSER QUESTIONNAIRE cont.**

**Pricing Grid - U.S.**

	Type	Charged / Percentage	Details
<b>Acquisition</b>			
Interest Rate Index Used	3 Year T-Bill		
Basis Points(adder)		+ 350 Basis Points	
Factory Order Vehicles	Domestic		Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus \$60 acquisition fee plus coutesey delivery fee (variable \$150-\$450 depending on location)
Factory Order Vehicles	Foreign		Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus \$60 acquisition fee plus coutesey delivery fee (variable \$150-\$450 depending on location)
Dealer Stock Vehicles	Domestic		Dealer Provided Invoice Less Applicable Incentives plus courtesey delivery fee plus \$60 acquisition fee, subject to dealer availability
Dealer Stock Vehicles	Foreign		Dealer Provided Invoice Less Applicable Incentives plus courtesey delivery fee plus \$60 acquisition fee, subject to dealer availability
<b>% Incentives Passed to Customer</b>			
Federal Tax Incentives		100% of end user eligible incentives are passed to the member	
State Tax Incentives		100% of end user eligible incentives are passed to the member	
Manufacture Incentives		100% of end user eligible incentives are passed to the member	
<b>Maintenance</b>			
Fixed Maintenance			Pricing based on vehicle type and anticipated miles driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member.
Occurance Maintenance		\$6 per month card fee per vehicle plus cost of service and parts	
<b>Fees</b>			
Management Fee		0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	
Service Charge		\$400	
Lease Termination Fee		\$0 Termination Fee for Equity Leases, refer to Section 3 of Master Lease Agreement for settlement process.	
		Termination Fees for Net Leases are listed in Section 3 of Walkaway Lease Agreement.	
Interim Interest		Yes / No	How is it calculated?
		NO	
Resale Fee			For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of \$395.00 CAD ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units
Provide fees not listed + rate			
Fuel Program:		\$2 per month per card	
Physical Damage:		\$1000 deductible, average quoted \$40 per month per vehicle but is based on underwriting and approval	
Accident Management:		\$100 per occurrence	
Maintenance Management:		\$6 per vehicle per month	
Full Maintenance:			Pricing based on vehicle type and anticipated miles driven over term
GeoTab Telematics:		\$26 per month for Base Mode or \$29 per month for Pro Mode + tax + \$49 per unit (one time charge)	
Registration Fees:			All applicable charges related to vehicle registration will be passed to the member, including any service fees that are charged from dealers to process, plus \$25 processing fee

**Form P — PROPOSER QUESTIONNAIRE cont.**

**9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.**

Vehicles are priced at invoice vs. MSRP. Members will receive the Manufacturer or Dealer published invoice less 100% of applicable incentives.

**10) The pricing offered in this proposal is**

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

**11) Describe any quantity or volume discounts or rebate programs that you offer.**

Through a team of incentive analysts at our operations headquarters, partnerships with manufacturers, and relationships with dealers, we work to get the best incentives available for our customers. The team tracks a wide range of retail incentives and enters those in our database, which compares them to the standard fleet, association, and up-fit incentives that may be applicable. Through our relationships with manufacturers and zone representatives, we work to obtain and maximize any special or client-specific incentives available. Manufacturers sometimes provide us with special incentives that are not available through other avenues and we use those as needed.

For ancillary programs such as Full Maintenance and Maintenance Management, additional discounts on parts and labor are passed through to our customers.

Form P — PROPOSER QUESTIONNAIRE cont.

**12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.**

Enterprise will provide a quote for each sourced product that will include any discounts that Enterprise receives. We do not mark-up any quotes or charge for coordinating supply or installation — this is a part of Enterprise’s standard service. Some geographical limitations may apply.

Enterprise Fleet Management will coordinate the up-fit of any needed aftermarket equipment. We have established relationships with local and national vendors that supply these items and will deliver the equipment in a work-ready state.

Enterprise will plan ahead with vendors to have equipment ready for installation once the ordered vehicles are delivered to ensure that the vehicles are ready for service as soon as possible. Enterprise will negotiate on behalf of the member agency to leverage volume discounts and deliver the lowest possible price on any needed equipment.

The equipment can be billed up front or capitalized as a part of the lease structure, subject to credit worthiness. In both scenarios, the member will own the equipment at the conclusion or termination of the lease.

Enterprise is able to sell customer-owned units as an additional benefit if the end user signs our consignment agreement. We have included a sample consignment agreement.

**13) Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.**

Costs for registering a vehicle are passed through directly to the end user. All other costs are addressed throughout this response.

**14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.**

For a majority of our deliveries, vehicles will be sent to the dealer that is closest to the end user so they can pick up the unit directly. We can also coordinate with the dealer or our own employees to deliver the vehicles. Certain charges may apply based on distance to the driver and other factors.

**15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.**

Enterprise has a large network of dealerships throughout these regions that can assist with vehicle logistics and delivery. Along with our dealer network, we have a large number of employees within these regions — either through an Enterprise Fleet Management office or an affiliate rental location — who are available to assist with vehicle delivery and pick-up.

Form P — PROPOSER QUESTIONNAIRE cont.

**16) Describe any unique distribution and/or delivery methods or options offered in your proposal.**

Enterprise employs one of the largest teams of drivers in the industry. This allows us to quickly and easily manage vehicle logistics for our fleet customers.

Because we own and operate 1.9 million units worldwide, together with affiliate Enterprise Holdings, we are constantly picking up, delivering, and moving our own fleets units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers.

**17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.**

Enterprise will set a pricing plan up for the NJPA program within our system. This pricing plan will be hard-coded for all NJPA members and cannot be deviated from by any sales or support team member.

Quarterly, we will review deliveries that have been placed and delivered through the NJPA program to ensure compliance and accuracy. We will provide a detailed breakdown to NJPA monthly or quarterly for review depending on preference.

**18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)**

Enterprise will offer NJPA and your members access to our fleet management program and pay NJPA a quarterly marketing fee ("Quarterly Incentive") based upon the volume of Combined New Deliveries generated as defined below.

The Quarterly Incentive will be based on the Combined New Deliveries to Qualified Members, and will be paid quarterly.

Deliveries to Qualified Members (August 1 to July 31)	\$100 per delivery
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***Qualified Members*** are eligible members who utilize the Agreement between NJPA and Enterprise Fleet Management as an approved means to satisfy their proper due diligence and competitive requirements. Enterprise Fleet Management retains the right to offer discounted promotional pricing on a market-by-market basis.

**Industry-Specific Questions**

**19) Describe your available vehicle maintenance program(s).**

Full Maintenance

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



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

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

Maintenance Management

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

Please see Page 11 for further details.



Form P — PROPOSER QUESTIONNAIRE cont.

**20) Describe any vehicle (or other) rental program complementary to the service offerings that your company has in place.**

Enterprise Fleet Management, together with our affiliate company Enterprise Holdings, is a total transportation solution for many of our customers. With divisions in fleet management, daily rental and business rental, truck rental, vanpooling, car sharing, and car sales, Enterprise is capable of servicing all your transportation needs under one company. More information on these unique business lines can be provided.



Rental Services

Through our affiliate rental brands Enterprise Rent-A-Car and National Car Rental, we can easily set up and manage rentals for our fleet customers. This can be included in our Full Maintenance pricing, or billed as needed with our Maintenance Management program.

**21) Please provide current battery electric vehicles and plug-in hybrid electric vehicles your company can provide through this contract understanding that future models can be added.**

Enterprise can acquire nearly any commercially available battery electric vehicle or plug-in hybrid vehicle through our dealer network or through factory ordering when available. Our expertise can help your members make smart decisions about when and where to deploy new engine technologies.

Please see pages 37 through 39 for more details on our sustainability programs.

**22) Describe the process by which your company will ensure that all natural gas vehicles and propane autogas vehicles leased under this contract will mirror OEM maintenance and warranty provisions and that downtime is minimized.**

Enterprise follows the manufacturer-specific maintenance schedule in order to maintain vehicle warranty. Our maintenance program can be customized depending on the situation and vehicle usage, including natural gas vehicles and propane vehicles when available.

Signature: [Handwritten Signature] Date: 6-5-2018



**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



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

Sourcewell Contract # 060618-EFM

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

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be July 24, 2018 and will expire on July 24, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

**Sourcewell Authorized Signatures:**

*DocuSigned by:*  
Jeremy Schwartz  
78144D620E84E3  
SOURCEWELL DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

*DocuSigned by:*  
Chad Coquette  
3F75E028A547448  
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on 07/23/2018

Sourcewell Contract # 060618-EFM

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Enterprise Fleet Management, Inc. *8-27-15*

Authorized Signatory's Title Assistant Vice President

*[Signature]*  
VENDOR AUTHORIZED SIGNATURE

Alvin Gorsie  
(NAME PRINTED OR TYPED)

Executed on Aug 14<sup>th</sup>, 2018

Sourcewell Contract # 060618-EFM

## MASTER EQUITY LEASE AGREEMENT

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

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

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

### 3. RENT AND OTHER CHARGES:

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

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

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

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

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

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

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

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

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

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

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

#### **8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

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

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

#### **9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:**

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

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

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

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

**11. INSURANCE:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSEE: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

LESSOR: Enterprise FM Trust  
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this \_\_\_\_ day of September, 2019 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the \_\_\_\_ day of September, 2019 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Covina ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

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

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

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

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

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

\_\_\_\_\_  
City of Covina (Lessee)

\_\_\_\_\_  
Enterprise FM Trust (Lessor)  
By: Enterprise Fleet Management, Inc., its attorney in fact

By \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_



**MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT**

This Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and \_\_\_\_\_ (the "Company").

WITNESSETH:

**1. ENTERPRISE CARDS:** Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

**2. VEHICLE REPAIRS AND SERVICE:** EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

**3. BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

**4. RENTAL VEHICLES:** The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

**5. NO WARRANTY:** EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

**6. CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

**7. NOTICES:** All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

8. **FEES:** EFM will charge the Company for the service under this Agreement \$ 10.00 per month per Card, plus a one time set-up fee of \$ 0.

9. **MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

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

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

EFM: Enterprise Fleet Management, Inc.

Signature: \_\_\_\_\_

By: **Richard Murrell**

Title: **Regional Sales Manager**

Address: **1400 N. Kellogg Drive, Suite G**  
**Anaheim, CA 92807**  
\_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Initials: EFM \_\_\_\_\_ Company \_\_\_\_\_

**MAINTENANCE AGREEMENT**

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

WITNESSETH

- 1. LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
- 2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
- 3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
- 5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.
- 6. PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

Initials: EFM \_\_\_\_\_ Lessee \_\_\_\_\_



**SELF -INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT  
(Physical Damage and Liability)**

This Addendum is made to the Master Equity Lease Agreement dated the first day of January, 2018, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Insurance in the form of an insurance policy which complies in all respects, other than the amount of insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, than Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE: \_\_\_\_\_

LESSOR: Enterprise FM Trust  
By: Enterprise Fleet Management, Inc., its attorney in fact

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_





Prepared For: City of Covina

Date 09/16/2019

AE/AM ZRJ

Unit #

Year 2019 Make Ford Model F-250

Series XL 4x2 SD Regular Cab 8 ft. box 142 in. WB SRW

Vehicle Order Type Ordered Term 60 State CA Customer# 552622

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Table with 2 columns: Amount and Description. Includes Capitalized Price of Vehicle, Sales Tax, License Fee, Registration Fee, and Total Capitalized Amount.

Order Information

Table with 2 columns: Field Name and Value. Includes Driver Name, Exterior Color, Interior Color, Lic. Plate Type, and GVWR.

\$ 554.84 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 31.68 Full Maintenance Program Contract Miles 35,000
Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.0350 Per Mile

# Tires 0 Loaner Vehicle Not Included

\$ 31.68 Additional Services SubTotal

\$ 56.87 Sales Tax 10.2500%

State CA

\$ 643.39 Total Monthly Rental Including Additional Services

\$ 6,039.30 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 7,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Covina

BY TITLE DATE

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

2 Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

**Aftermarket Equipment Total**

Description	(B)illed or (C)apped	Price
See Royal Spec/Invoice: 8ft Utility Body, Rack, & 1600lb Tommy Lift Gate	C	\$ 10,739.00
<b>Total Aftermarket Equipment Billed</b>		\$ 0.00
<b>Total Aftermarket Equipment Capitalized</b>		\$ 10,739.00
<b>Aftermarket Equipment Total</b>		\$ 10,739.00

**Other Totals**

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 200.00
<b>Total Other Charges Billed</b>		\$ 0.00
<b>Total Other Charges Capitalized</b>		\$ 325.00
<b>Other Charges Total</b>		\$ 325.00



VEHICLE INFORMATION:

2019 Ford F-250 XL 4x2 SD Regular Cab 8 ft. box 142 in. WB SRW - US
Series ID: F2A

Pricing Summary:

Table with 3 columns: Description, INVOICE, MSRP. Rows include Base Vehicle, Total Options, Destination Charge, and Total Price.

SELECTED COLOR:

Exterior: Z1 - (0 P) Oxford White
Interior: AS - (0 I) Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

Table with 4 columns: CODE, DESCRIPTION, INVOICE, MSRP. Lists various vehicle options such as 142WB Wheelbase, 17FFBP Chrome Front Bumper, etc.





## CONFIGURED FEATURES:

### Body Exterior Features:

Number Of Doors: 2  
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator  
Convex Driver Mirror: convex driver and passenger mirror  
Mirror Type: manual extendable trailer mirrors  
Door Handles: black  
Front And Rear Bumpers: chrome front and rear bumpers with body-coloured rub strip  
Front Tow Hooks: 2 front tow hooks  
Front License Plate Bracket: front license plate bracket  
Body Material: aluminum body material  
: class V trailering with hitch, brake controller  
Grille: black grille  
Upfitter Switches: upfitter switches

### Convenience Features:

Air Conditioning: manual air conditioning  
Air Filter: air filter  
Cruise Control: cruise control with steering wheel controls  
Power Windows: power windows with driver and passenger 1-touch down  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Auto-dimming Rearview Mirror: auto-dimming rearview mirror  
Emergency SOS: 911 Assist emergency communication system  
Front Cupholder: front cupholder  
Overhead Console: mini overhead console  
Glove Box: illuminated locking glove box  
Driver Door Bin: driver and passenger door bins  
Dashboard Storage: dashboard storage  
IP Storage: covered bin instrument-panel storage  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 2 12V DC power outlets

### Entertainment Features:

radio: AM/FM stereo with seek-scan  
Radio Data System: radio data system  
Voice Activated Radio: voice activated radio  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 4 speakers  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: fixed antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps  
Cab Clearance Lights: cargo bed light  
Underhood Light: underhood light  
Front Wipers: variable intermittent wipers  
Tinted Windows: light-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front reading lights  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog display  
Tachometer: tachometer  
Compass: compass  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Oil Pressure Gauge: oil pressure gauge

Water Temp Gauge: water temp. gauge  
Transmission Oil Temp Gauge: transmission oil temp. gauge  
Engine Hour Meter: engine hour meter  
Clock: in-radio display clock  
Systems Monitor: systems monitor  
Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Water Temp Warning: water-temp. warning  
Battery Warning: battery warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Door Ajar Warning: door-ajar warning  
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front and rear ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Spare Tire Type: full-size spare tire  
Spare Tire Mount: underbody mounted spare tire w/crankdown  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: Safety Canopy System curtain 1st row overhead airbag  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Side Impact Bars: side-impact bars  
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights  
Ignition Disable: SecuriLock immobilizer  
Security System: security system  
Panic Alarm: panic alarm  
Electronic Stability: electronic stability stability control with anti-roll  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 3  
Front Bucket Seats: front split-bench 40-20-40 seats  
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments  
Reclining Driver Seat: manual reclining driver and passenger seats  
Driver Lumbar: manual driver and passenger lumbar support  
Driver Fore/Aft: manual driver and passenger fore/aft adjustment  
Front Centre Armrest Storage: front centre armrest with storage  
Leather Upholstery: vinyl front seat upholstery  
Headliner Material: full cloth headliner  
Floor Covering: full vinyl/rubber floor covering  
Shift Knob Trim: urethane shift knob  
Interior Accents: chrome interior accents

Standard Engine:

Engine 385-hp, 6.2-liter V-8 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and PowerShift automatic



Prepared For: City of Covina

Date 09/26/2019
AE/AM ZRJ

Unit #

Year 2019 Make Ford Model F-250

Series XL 4x2 SD Regular Cab 8 ft. box 142 in. WB SRW

Vehicle Order Type Ordered Term 60 State CA Customer# 552622

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Table with 2 columns: Amount and Description. Includes Capitalized Price of Vehicle, Sales Tax, License Fee, Registration Fee, and Total Capitalized Amount.

Order Information

Table with 2 columns: Field Name and Value. Includes Driver Name, Exterior Color, Interior Color, Lic. Plate Type, and GVWR.

Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

Commercial Automobile Liability Enrollment
Liability Limit \$0.00

Physical Damage Management

Full Maintenance Program Contract Miles
Incl: # Brake Sets (1 set = 1 Axle)

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.00 Per Mile

# Tires 0

Loaner Vehicle Not Included

Additional Services SubTotal

Sales Tax 10.2500%

State CA

Total Monthly Rental Including Additional Services

Reduced Book Value at 60 Months

Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 7,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement...

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

LESSEE City of Covina

BY TITLE DATE

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee...

2 Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote]...



Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
See Royal Spec/Invoice: 8ft Utility Body, Rack, & 1600lb Tommy Lift Gate, Light Bar, Hitch, Running Boards, Bed Liner. SEE ROYAL SPEC & INVOICE for details	C	\$ 17,951.00
<b>Total Aftermarket Equipment Billed</b>		\$ 0.00
<b>Total Aftermarket Equipment Capitalized</b>		\$ 17,951.00
<b>Aftermarket Equipment Total</b>		\$ 17,951.00

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 200.00
<b>Total Other Charges Billed</b>		\$ 0.00
<b>Total Other Charges Capitalized</b>		\$ 325.00
<b>Other Charges Total</b>		\$ 325.00



VEHICLE INFORMATION:

2019 Ford F-250 XL 4x2 SD Regular Cab 8 ft. box 142 in. WB SRW - US
Series ID: F2A

Pricing Summary:

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SELECTED COLOR:

Exterior: Z1 - (0 P) Oxford White
Interior: AS - (0 I) Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

Table with 4 columns: CODE, DESCRIPTION, INVOICE, MSRP. Lists various vehicle options such as wheelbase, bumper, emissions system, transmission, and packages.



## CONFIGURED FEATURES:

### Body Exterior Features:

Number Of Doors: 2  
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator  
Convex Driver Mirror: convex driver and passenger mirror  
Mirror Type: manual extendable trailer mirrors  
Door Handles: black  
Front And Rear Bumpers: chrome front and rear bumpers with body-coloured rub strip  
Front Tow Hooks: 2 front tow hooks  
Front License Plate Bracket: front license plate bracket  
Body Material: aluminum body material  
: class V trailering with hitch, brake controller  
Grille: black grille  
Upfitter Switches: upfitter switches

### Convenience Features:

Air Conditioning: manual air conditioning  
Air Filter: air filter  
Cruise Control: cruise control with steering wheel controls  
Power Windows: power windows with driver and passenger 1-touch down  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Auto-dimming Rearview Mirror: auto-dimming rearview mirror  
Emergency SOS: 911 Assist emergency communication system  
Front Cupholder: front cupholder  
Overhead Console: mini overhead console  
Glove Box: illuminated locking glove box  
Driver Door Bin: driver and passenger door bins  
Dashboard Storage: dashboard storage  
IP Storage: covered bin instrument-panel storage  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 2 12V DC power outlets

### Entertainment Features:

radio: AM/FM stereo with seek-scan  
Radio Data System: radio data system  
Voice Activated Radio: voice activated radio  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 4 speakers  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: fixed antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps  
Cab Clearance Lights: cargo bed light  
Underhood Light: underhood light  
Front Wipers: variable intermittent wipers  
Tinted Windows: light-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front reading lights  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog display  
Tachometer: tachometer  
Compass: compass  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Oil Pressure Gauge: oil pressure gauge



Water Temp Gauge: water temp. gauge  
Transmission Oil Temp Gauge: transmission oil temp. gauge  
Engine Hour Meter: engine hour meter  
Clock: in-radio display clock  
Systems Monitor: systems monitor  
Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Water Temp Warning: water-temp. warning  
Battery Warning: battery warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Door Ajar Warning: door-ajar warning  
Brake Fluid Warning: brake-fluid warning

**Safety And Security:**

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front and rear ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Spare Tire Type: full-size spare tire  
Spare Tire Mount: underbody mounted spare tire w/crankdown  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: Safety Canopy System curtain 1st row overhead airbag  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Side Impact Bars: side-impact bars  
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights  
Ignition Disable: SecuriLock immobilizer  
Security System: security system  
Panic Alarm: panic alarm  
Electronic Stability: electronic stability control with anti-roll  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints

**Seats And Trim:**

Seating Capacity max. seating capacity of 3  
Front Bucket Seats: front split-bench 40-20-40 seats  
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments  
Reclining Driver Seat: manual reclining driver and passenger seats  
Driver Lumbar: manual driver and passenger lumbar support  
Driver Fore/Aft: manual driver and passenger fore/aft adjustment  
Front Centre Armrest Storage: front centre armrest with storage  
Leather Upholstery: vinyl front seat upholstery  
Headliner Material: full cloth headliner  
Floor Covering: full vinyl/rubber floor covering  
Shift Knob Trim: urethane shift knob  
Interior Accents: chrome interior accents

**Standard Engine:**

Engine 385-hp, 6.2-liter V-8 (regular gas)

**Standard Transmission:**

Transmission 6-speed automatic w/ OD and PowerShift automatic



# ROYAL TRUCK BODY

24200 S. MAIN STREET  
 CARSON, CA 90745  
 PHONE: 562-633-9951  
 FAX: 866-346-6103

QUOTATION		0295559	
DATE ENTERED	TRUCK ORIGIN	DATE REQUESTED	
5/23/2019	POOL-PAR		
WRITTEN BY	SALESMAN	TERR	DATE PROMISED
CT	CO	CO	
END USER (IF DIFFERENT THAN SOLD TO)			
CITY OF COVINA			

S ENTERPRISE FLEET- Anaheim O 9315 OLIVE BLVD. L SAINT LOUIS, MO 63132 D		CUSTOMER NO: ENT L4	
S ENTERPRISE FLEET- Anaheim H 9315 OLIVE BLVD. I SAINT LOUIS, MO 63132 P			

CUST ORDER NO		TERMS	SHIP VIA		CUSTOMER NAME			CUSTOMER PHONE NO		
		02	ROYAL		ZECHARIAH JENKINS					
MAKE TRUCK	YEAR	MODEL	COLOR	CA DIM	DUAL	SINGLE	DOOLEY	AUX TANK	ENGINEERED BY	
Ford	19	F250-WB142	WHITE	56		X				
STOCK NO.	V.I.N. NO.		BED WIDTH		COMPT. DEPTH		OVERALL WIDTH			
			49		15		79			

QTY	PART NO./DESCRIPTION	UNIT PRICE	EXT PRICE
	<div style="display: flex; justify-content: space-around;"> <span>STREET SIDE VO</span> <span>CURB SIDE VO</span> </div> <p>CT- UPDATED QUOTE 9/12/2019 WITH CURRENT PRICE ADJ.-            PER ENT. ZEKE REQ.</p> <p>2019/DLR CHASSIS/FORD/F250/REG CAB CHASSIS/ 56" CA            (GAS)</p>		
1	40-VO-98 40"H ROYAL BODY w/OPEN TOP LID  ROYAL'S SECURITY HARDWARE, ONE-KEY SOLUTION AUTOMOTIVE LOCK PKG, ALUMINUM LID COVERS, APPEARANCE PACKAGE, 8" RECESSED ROYAL BUMPER, LED LEGAL LIGHT PKG.REMOVABLE STORAGE BINS IN OPEN TOP COMPARTMENTS BOTH SIDES, 4 TIE DOWNS IN BED AREA.WEIGHT CERT. PAINTED WHITE AND INSTALLED.	5,389.0000	5,389.00
1	R-1-98-15-REG REG TAPERED OVER CAB RACK W/SWINGAWAY REAR X-BAR - 98"	1,109.0000	1,109.00
			Continued

In Consideration of allowing you to remove your vehicle from our premises prior to full payment of the underlying work order, the undersigned as authorized agent for **SALES ORDER # 0295559**, hereby agrees that if any litigation arises out of this transaction the prevailing party shall be entitled to reimbursement for court costs and attorney's fees.

\*\*\*\*QUOTE VALID FOR 30 DAYS\*\*\*\*



# ROYAL TRUCK BODY

24200 S. MAIN STREET  
CARSON, CA 90745  
PHONE: 562-633-9951  
FAX: 866-346-6103

<b>QUOTATION</b>		<b>0295559</b>	
DATE ENTERED	TRUCK ORIGIN	DATE REQUESTED	
5/23/2019	POOL-PAR		
WRITTEN BY	SALESMAN	TERR	DATE PROMISED
CT	CO	CO	
END USER (IF DIFFERENT THAN SOLD TO)			
CITY OF COVINA			

S ENTERPRISE FLEET- Anaheim O 9315 OLIVE BLVD. L SAINT LOUIS, MO 63132 D		S ENTERPRISE FLEET- Anaheim H 9315 OLIVE BLVD. I SAINT LOUIS, MO 63132 P	
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CUST ORDER NO		TERMS	SHIP VIA		CUSTOMER NAME			CUSTOMER PHONE NO		
		02	ROYAL		ZECHARIAH JENKINS					
MAKE TRUCK	YEAR	MODEL	COLOR	CA DIM	DUAL	SINGLE	DOOLEY	AUX TANK	ENGINEERED BY	
Ford	19	F250-WB142	WHITE	56		X				
STOCK NO.	V.I.N. NO.			BED WIDTH	COMPT. DEPTH		OVERALL WIDTH			
				49	15		79			

QTY	PART NO./DESCRIPTION	UNIT PRICE	EXT PRICE
	<div style="display: flex; justify-content: space-around;"> <span>STREET SIDE <input type="text" value="VO"/></span> <span>CURB SIDE <input type="text" value="VO"/></span> </div>		
1	H-2SC SERVICE BODY/COMBO CLASS 5 RECEIVER HITCH (2-1/2" RECEIVER TUBE) AND HITCH INSERT, 16,000 LBS GTW	448.0000	448.00
1	LG-1 LIFTGATE  TOMMY GATE G2-54-1642 TP42 1600 LB CAPACITY  NOTE: A 25% CANCELLATION/RESTOCKING FEE WILL BE APPLIED FOR CANCELED ORDERS.	3,290.0000	3,290.00
1	H-4 7 BLADE/ 4 PIN TRAILER CONNECTOR	168.0000	168.00

Continued

In Consideration of allowing you to remove your vehicle from our premises prior to full payment of the underlying work order, the undersigned as authorized agent for **SALES ORDER # 0295559**, hereby agrees that if any litigation arises out of this transaction the prevailing party shall be entitled to reimbursement for court costs and attorney's fees.

\*\*\*\*QUOTE VALID FOR 30 DAYS\*\*\*\*



# ROYAL TRUCK BODY

24200 S. MAIN STREET  
 CARSON, CA 90745  
 PHONE: 562-633-9951  
 FAX: 866-346-6103

<b>QUOTATION</b>		<b>0295559</b>	
DATE ENTERED	TRUCK ORIGIN	DATE REQUESTED	
5/23/2019	POOL-PAR		
WRITTEN BY	SALESMAN	TERR	DATE PROMISED
CT	CO	CO	
END USER (IF DIFFERENT THAN SOLD TO)			
CITY OF COVINA			

CUSTOMER NO:		ENT L4	
S	ENTERPRISE FLEET- Anaheim	S	ENTERPRISE FLEET- Anaheim
O	9315 OLIVE BLVD.	H	9315 OLIVE BLVD.
L	SAINT LOUIS, MO 63132	I	SAINT LOUIS, MO 63132
D		P	

CUST ORDER NO		TERMS	SHIP VIA		CUSTOMER NAME			CUSTOMER PHONE NO		
		02	ROYAL		ZECHARIAH JENKINS					
MAKE TRUCK	YEAR	MODEL	COLOR	CA DIM	DUAL	SINGLE	DOOLEY	AUX TANK	ENGINEERED BY	
Ford	19	F250-WB142	WHITE	56		X				
STOCK NO.	V.I.N. NO.		BED WIDTH		COMPT. DEPTH		OVERALL WIDTH			
			49		15		79			

QTY	PART NO./DESCRIPTION	UNIT PRICE	EXT PRICE
1	STREET SIDE <input type="text" value="VO"/> CURB SIDE <input type="text" value="VO"/> CAMF2 CAMERA FORD PICK UP BED DELETE ***NOT FOR CHASSIS 360 DEGREE CAMERA OPTION***	335.0000	335.00

THANK YOU FOR CHOOSING ROYAL TRUCK BODY!!!

RECEIVED BY (PRINT NAME) \_\_\_\_\_  
 RECEIVED BY (SIGN) \_\_\_\_\_ DATE \_\_\_\_\_

Freight:	0.00
Net Order:	10,739.00
Sales Tax:	0.00
<b>GRAND TOTAL:</b>	<b>10,739.00</b>

In Consideration of allowing you to remove your vehicle from our premises prior to full payment of the underlying work order, the undersigned, ROYAL TRUCK BODY, hereby agrees that if any litigation arises out of this transaction the prevailing party shall be entitled to reimbursement for court costs and attorney's fees.

**SALES ORDER # 0295559**



Prepared For: City of Covina

Date 09/17/2019
AE/AM ZRJ

Unit #

Year 2020 Make Ford Model Police Interceptor Utility

Series Base All-wheel Drive

Vehicle Order Type Ordered Term 60 State CA Customer# 552622

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Table with 2 columns: Amount and Description. Includes Capitalized Price of Vehicle, Sales Tax, Initial License Fee, Registration Fee, and other charges.

Order Information

Table with 2 columns: Field and Value. Includes Driver Name, Exterior Color, Interior Color, Lic. Plate Type, and GVWR.

Table with 2 columns: Amount and Description. Includes Total Capitalized Amount, Depreciation Reserve, and Monthly Lease Charge.

Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

Table with 2 columns: Amount and Description. Includes Commercial Automobile Liability Enrollment with Liability Limit.

Table with 2 columns: Amount and Description. Includes Physical Damage Management with Comp/Coll Deductible.

Table with 2 columns: Amount and Description. Includes Full Maintenance Program with Contract Miles and OverMileage Charge.

Table with 2 columns: Amount and Description. Includes Inclusion of Brake Sets and Tires, and Loaner Vehicle status.

Additional Services SubTotal

Table with 2 columns: Amount and Description. Includes Sales Tax with State CA.

Total Monthly Rental Including Additional Services

Table with 2 columns: Amount and Description. Includes Reduced Book Value at 60 Months.

Table with 2 columns: Amount and Description. Includes Service Charge Due at Lease Termination.

Quote based on estimated annual mileage of 12,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement...

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

LESSEE City of Covina

BY TITLE DATE

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee...
2 Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).
3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee.

**Other Totals**

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 200.00
<b>Total Other Charges Billed</b>		\$ 0.00
<b>Total Other Charges Capitalized</b>		\$ 325.00
<b>Other Charges Total</b>		\$ 325.00

**VEHICLE INFORMATION:**

2020 Ford Police Interceptor Utility Base All-wheel Drive - US  
Series ID: K8A

**Pricing Summary:**

	<b>INVOICE</b>	<b>MSRP</b>
Base Vehicle	\$ 39,396.00	\$ 40,615.00
Total Options	\$ -4,078.00	\$ -3,530.00
Destination Charge	\$ 1,195.00	\$ 1,195.00
<b>Total Price</b>	<b>\$ 36,513.00</b>	<b>\$ 38,280.00</b>

**SELECTED COLOR:**

Exterior: YZ - (0 P) Oxford White  
Interior: 96 - (0 I) Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear

**SELECTED OPTIONS:**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
113WB	113" Wheelbase	STD	STD
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included	Included
425	50 State Emission System	STD	STD
44U	Transmission: 10-Speed Automatic (44U)	NC	NC
500A	Order Code 500A	NC	NC
96_01	(0 I) Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	NC	NC
99B	Engine: 3.3L V6 Direct-Injection (FFV)	\$ -3,318.00	\$ -3,530.00
FLADCR	Fleet Advertising Credit	\$ -760.00	\$ 0.00
PAINT	Monotone Paint Application	STD	STD
STDAX	3.73 Axle Ratio	Included	Included
STDGV	GVWR: TBD	Included	Included
STDRD	Radio: AM/FM/MP3 Capable	Included	Included
STDTR	Tires: 255/60R18 AS BSW	Included	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

## CONFIGURED FEATURES:

### Body Exterior Features:

Number Of Doors: 4  
Rear Cargo Door Type: liftgate  
Driver And Passenger Mirror: power remote manual folding side-view door mirrors  
Convex Driver Mirror: convex driver and passenger mirror  
Spoiler: rear lip spoiler  
Door Handles: black  
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip  
Front Tow Hooks: 1 front tow hooks  
Body Material: galvanized steel/aluminum body material  
: class III trailering with hitch  
Body Side Cladding: body-coloured bodyside cladding  
Grille: black grille

### Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning  
Air Filter: air filter  
Cruise Control: cruise control with steering wheel controls  
Trunk/Hatch/Door Remote Release: power cargo access remote release  
Power Windows: power windows with driver and passenger 1-touch down  
1/4 Vent Rear Windows: power rearmost windows  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors  
Overhead Console: mini overhead console with storage  
Glove Box: locking glove box  
Driver Door Bin: driver and passenger door bins  
Dashboard Storage: dashboard storage  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 2 12V DC power outlets

### Entertainment Features:

radio: AM/FM stereo with seek-scan  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 8 speakers  
Internet Access: Ford Fleet Telematics internet access  
1st Row LCD: 1 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: integrated roof antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: projector beam LED low/high beam headlamps  
Front Wipers: variable intermittent speed-sensitive wipers wipers  
Front Windshield Visor Strip: front windshield visor strip  
Rear Window wiper: fixed interval rear window wiper with heating wiper park  
Rear Window Defroster: rear window defroster  
Tinted Windows: deep-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front and rear reading lights  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog display  
Tachometer: tachometer  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Water Temp Gauge: water temp. gauge  
Engine Hour Meter: engine hour meter  
Clock: in-radio display clock  
Systems Monitor: systems monitor  
Check Control: redundant digital speedometer  
Rear Vision Camera: rear vision camera



Oil Pressure Warning: oil-pressure warning  
Water Temp Warning: water-temp. warning  
Battery Warning: battery warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Low Washer Fluid Warning: low-washer-fluid warning  
Door Ajar Warning: door-ajar warning  
Trunk Ajar Warning: trunk-ajar warning  
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front and rear ventilated disc brakes  
Spare Tire Type: full-size spare tire  
Spare Tire Mount: spare tire mounted inside under cargo  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: curtain 1st and 2nd row overhead airbag  
Knee Airbag: knee airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Rear Child Safety Locks: rear child safety locks  
Electronic Stability: electronic stability stability control with anti-roll  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints  
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5  
Front Bucket Seats: front bucket seats  
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments  
Reclining Driver Seat: manual reclining driver and passenger seats  
Driver Lumbar: manual driver and passenger lumbar support  
Driver Height Adjustment: power height-adjustable driver and passenger seats  
Driver Fore/Aft: power driver and passenger fore/aft adjustment  
Driver Cushion Tilt: power driver and passenger cushion tilt  
Rear Seat Type: rear 35-30-35 split-bench seat  
Rear Folding Position: rear seat fold-forward seatback  
Leather Upholstery: cloth front seat upholstery  
Rear Seat Material: vinyl rear seat upholstery  
Headliner Material: full cloth headliner  
Floor Covering: full vinyl/rubber floor covering  
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert  
Shift Knob Trim: urethane shift knob  
Interior Accents: metal-look interior accents  
Cargo Space Trim: carpet cargo space  
Trunk Lid: plastic trunk lid/rear cargo door  
Cargo Tie Downs: cargo tie-downs  
Cargo Light: cargo light  
Cargo Tray: cargo tray/organizer

Standard Engine:

Engine 285-hp, 3.3-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD



Prepared For: City of Covina

Date 09/25/2019
AE/AM ZRJ

Unit #

Year 2020 Make Toyota Model Prius Prime

Series Limited 5dr Hatchback

Vehicle Order Type Ordered Term 60 State CA Customer# 552622

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Table with 2 columns: Amount and Description. Includes items like Capitalized Price of Vehicle, Sales Tax, Initial License Fee, Registration Fee, etc.

Order Information

Table with 2 columns: Field and Value. Includes Driver Name, Exterior Color, Interior Color, Lic. Plate Type, GVWR.

Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

\$ 41.67 Full Maintenance Program Contract Miles 60,000
Incl: # Brake Sets (1 set = 1 Axle) 0

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.0350 Per Mile

# Tires 0

Loaner Vehicle Not Included

Additional Services SubTotal

\$ 53.09 Sales Tax 10.2500%

State CA

Total Monthly Rental Including Additional Services

\$ 5,781.20 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 12,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Covina

BY TITLE DATE

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

2 Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

**Other Totals**

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 200.00
<b>Total Other Charges Billed</b>		\$ 0.00
<b>Total Other Charges Capitalized</b>		\$ 325.00
<b>Other Charges Total</b>		\$ 325.00

**VEHICLE INFORMATION:**

 2020 Toyota Prius Prime Limited 5dr Hatchback - US  
 Series ID: 1239

**Pricing Summary:**

	<b>INVOICE</b>	<b>MSRP</b>
Base Vehicle	\$ 32,160.00	\$ 33,500.00
Total Options	\$ -512.00	\$ 259.00
Destination Charge	\$ 955.00	\$ 955.00
<b>Total Price</b>	<b>\$ 32,603.00</b>	<b>\$ 34,714.00</b>

**SELECTED COLOR:**

 Exterior: 1G3 - (0 P) Magnetic Gray Metallic  
 Interior: 10 - (0 I) Moonstone w/SofTex Seat Trim

**SELECTED OPTIONS:**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
10_05	(0 I) Moonstone w/SofTex Seat Trim	NC	NC
1G3_02	(0 P) Magnetic Gray Metallic	NC	NC
AT	Advanced Package	NC	NC
CF	Carpet Mat Package	\$ 159.00	\$ 259.00
EA	SofTex Seat Trim	STD	STD
FE	50 State Federal Emissions	NC	NC
FOG	Fog Lamps	Included	Included
NATL	National Region	NC	NC
PAINT	Monotone Paint Application	STD	STD
RETTMS	Fleet Credit	\$ -671.00	\$ 0.00
RVM	Day & Night Inside Rear View Mirror	Included	Included
SONAR	Intelligent Clearance Sonar w/Parking Assist.	Included	Included
STDEN	Engine: 1.8L 4-Cylinder DOHC 16V VVT-i	STD	STD
STDRD	Radio: 11" AVN Smartphone Audio	Included	Included
STDST	Front Bucket Seats	STD	STD
STDTN	Transmission: Continuously Variable Automatic	STD	STD
STDTR	Tires: P195/65R15 AS	STD	STD
STDWL	Wheels: 15" x 6.5" Aluminum	STD	STD

## CONFIGURED FEATURES:

### Body Exterior Features:

Number Of Doors 4  
Rear Cargo Door Type: liftgate  
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors  
Door Handles: body-coloured  
Front And Rear Bumpers: body-coloured front and rear bumpers with coloured rub strip  
Body Material: galvanized steel/aluminum/composite body material  
Grille: black grille

### Convenience Features:

Air Conditioning automatic air conditioning  
Air Filter: air filter  
Steering Wheel A/C Controls: steering-wheel mounted A/C controls  
Cruise Control: cruise control with steering wheel controls, distance pacing  
Fuel Remote Release: mechanical fuel remote release  
Power Windows: power windows with front and rear 1-touch down  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Passive Entry: Smart Key proximity key  
Steering Wheel: heated steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Auto-dimming Rearview Mirror: auto-dimming rearview mirror  
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors  
Garage Door Opener: HomeLink garage door transmitter  
Emergency SOS: Safety Connect emergency communication system  
Navigation System: navigation system with voice activation  
Front Cupholder: front and rear cupholders  
Floor Console: full floor console with covered box  
Overhead Console: mini overhead console with storage  
Glove Box: illuminated glove box  
Driver Door Bin: driver and passenger door bins  
Seatback Storage Pockets: 2 seatback storage pockets  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 2 12V DC power outlets

### Entertainment Features:

radio SiriusXM AM/FM/HD/Satellite with seek-scan  
Amplifier: JBL GreenEdge amplifier  
Digital Signal Processor: digital signal processor  
Voice Activated Radio: voice activated radio  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 20 JBL GreenEdge speakers  
Internet Access: Entune internet access  
1st Row LCD: 3 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: window grid and roof mount antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Control programmable headlights  
Headlamp Type: delay-off projector beam LED low/high beam headlamps  
Auto-Dimming Headlights: auto high-beam headlights  
Front Fog Lights: front fog lights  
Front Wipers: variable intermittent rain detecting wipers wipers  
Rear Window Defroster: rear window defroster  
Tinted Windows: light-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front reading lights  
Door Curb/Courtesy Lights: 2 door curb/courtesy lights  
Ignition Switch: ignition switch light

Variable IP Lighting: variable instrument panel lighting  
Display Type: digital display  
Heads up Display: head-up display  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: low-tire-pressure warning  
Park Distance Control: automated parking sensors  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Lane Departure Warning: lane departure  
Blind Spot Sensor: blind spot sensor  
Front Pedestrian Braking: pedestrian detection  
Forward Collision Alert: forward collision  
Clock: in-dash clock  
Systems Monitor: systems monitor  
Check Control: redundant digital speedometer  
Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Water Temp Warning: water-temp. warning  
Battery Warning: battery warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Door Ajar Warning: door-ajar warning  
Trunk Ajar Warning: trunk-ajar warning  
Brake Fluid Warning: brake-fluid warning

#### Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: curtain 1st and 2nd row overhead airbag  
Knee Airbag: knee airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Rear Child Safety Locks: rear child safety locks  
Ignition Disable: immobilizer  
Panic Alarm: panic alarm  
Tracker System: tracker system  
Electronic Stability: electronic stability  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints  
AntiWhiplashFrontHeadrests: anti-whiplash front head restraints  
Rear Headrest Control: 2 rear head restraints  
Break Resistant Glass: break resistant glass

#### Seats And Trim:

Seating Capacity max. seating capacity of 5  
Front Bucket Seats: front bucket seats  
Front Heated Cushion: driver and passenger heated-cushions  
Front Heated Seatback: driver and passenger heated-seatbacks  
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments  
Reclining Driver Seat: power reclining driver and manual reclining passenger seats  
Driver Lumbar: power 2-way driver and passenger lumbar support  
Driver Height Adjustment: power height-adjustable driver and passenger seats  
Driver Fore/Aft: power driver and passenger fore/aft adjustment

Driver Cushion Tilt: power driver and passenger cushion tilt  
Front Centre Armrest Storage: front centre armrest with storage  
Rear Seat Type: rear 60-40 split-bench seat  
Rear Folding Position: rear seat fold-forward seatback  
Rear Seat Armrest: rear seat centre armrest  
Leather Upholstery: SofTex leatherette front and rear seat upholstery  
Door Trim Insert: leatherette door panel trim  
Headliner Material: full cloth headliner  
Floor Covering: full carpet floor covering  
Dashboard Console Insert, Door Panel Insert Combination: metal-look/piano black instrument panel insert, door panel insert, console insert  
Shift Knob Trim: metal-look shift knob  
LeatherSteeringWheel: SofTex leatherette steering wheel  
Floor Mats: carpet front and rear floor mats  
Interior Accents: piano black/metal-look interior accents  
Cargo Space Trim: carpet cargo space  
Trunk Lid: plastic trunk lid/rear cargo door  
Cargo Mats: carpet cargo mat  
Cargo Cover: roll-up cargo cover  
Cargo Tie Downs: cargo tie-downs  
Cargo Light: cargo light  
Concealed Cargo Storage: concealed cargo storage  
Air Compressor: tire mobility kit

Standard Engine:

Engine 96-hp, 1.8-liter I-4 (regular gas)

Standard Transmission:

Transmission 2-speed CVT w/ OD



# ROYAL TRUCK BODY

24200 S. MAIN STREET □  
 CARSON, CA 90745 □  
 PHONE: 562-633-9951 □  
 FAX: 866-346-6103

QUOTATION		0295559	
DATE ENTERED	TRUCK ORIGIN	DATE REQUESTED	
5/23/2019	POOL-PAR		
WRITTEN BY	SALESMAN	TERR	DATE PROMISED
CT	CO	CO	
END USER (IF DIFFERENT THAN SOLD TO)			
CITY OF COVINA			

S ENTERPRISE FLEET- Anaheim		S ENTERPRISE FLEET- Anaheim	
O 9315 OLIVE BLVD.		H 9315 OLIVE BLVD.	
L SAINT LOUIS, MO 63132		I SAINT LOUIS, MO 63132	
D		P	

CUST ORDER NO		TERMS	SHIP VIA		CUSTOMER NAME			CUSTOMER PHONE NO		
		02	ROYAL		ZECHARIAH JENKINS					
MAKE TRUCK	YEAR	MODEL	COLOR	CA DIM	DUAL	SINGLE	DOOLEY	AUX TANK	ENGINEERED BY	
Ford	19	F250-WB142	WHITE	56		X				
STOCK NO.	V.I.N. NO.			BED WIDTH		COMPT. DEPTH		OVERALL WIDTH		
				49		15		79		

QTY	PART NO./DESCRIPTION	UNIT PRICE	EXT PRICE
	STREET SIDE <input type="text" value="VO"/> CURB SIDE <input type="text" value="VO"/>  CT- UPDATED QUOTE 9/12/2019 WITH CURRENT PRICE ADJ.- PER ENT. ZEKE REQ.  2019/DLR CHASSIS/FORD/F250/REG CAB CHASSIS/ 56" CA (GAS)		
1	40-VO-98 40"H ROYAL BODY w/OPEN TOP LID  ROYAL'S SECURITY HARDWARE, ONE-KEY SOLUTION AUTOMOTIVE LOCK PKG, ALUMINUM LID COVERS, APPEARANCE PACKAGE, 8" RECESSED ROYAL BUMPER, LED LEGAL LIGHT PKG.REMOVABLE STORAGE BINS IN OPEN TOP COMPARTMENTS BOTH SIDES, 4 TIE DOWNS IN BED AREA.WEIGHT CERT. PAINTED WHITE AND INSTALLED.	5,389.0000	5,389.00
1	R-1-98-15-REG REG TAPERED OVER CAB RACK W/SWINGAWAY REAR X-BAR - 98"	1,109.0000	1,109.00

Continued

In Consideration of allowing you to remove your vehicle from our premises prior to full payment of the underlying work order, the undersigned as authorized agent for **SALES ORDER # 0295559**, hereby agrees that if any litigation arises out of this transaction the prevailing party shall be entitled to reimbursement for court costs and attorney's fees.

\*\*\*\*QUOTE VALID FOR 30 DAYS\*\*\*\*





# ROYAL TRUCK BODY

24200 S. MAIN STREET □  
 CARSON, CA 90745 □  
 PHONE: 562-633-9951 □  
 FAX: 866-346-6103

QUOTATION		0295559	
DATE ENTERED	TRUCK ORIGIN	DATE REQUESTED	
5/23/2019	POOL-PAR		
WRITTEN BY	SALESMAN	TERR	DATE PROMISED
CT	CO	CO	
END USER (IF DIFFERENT THAN SOLD TO)			
CITY OF COVINA			

S ENTERPRISE FLEET- Anaheim O 9315 OLIVE BLVD. L SAINT LOUIS, MO 63132		S ENTERPRISE FLEET- Anaheim H 9315 OLIVE BLVD. I SAINT LOUIS, MO 63132 P							
CUST ORDER NO		TERMS	SHIP VIA	CUSTOMER NAME	CUSTOMER PHONE NO				
		02	ROYAL	ZECHARIAH JENKINS					
MAKE TRUCK	YEAR	MODEL	COLOR	CA DIM	DUAL	SINGLE	DOOLEY	AUX TANK	ENGINEERED BY
Ford	19	F250-WB142	WHITE	56		X			
STOCK NO.	V.I.N. NO.	BED WIDTH		COMPT. DEPTH		OVERALL WIDTH			
		49		15		79			

QTY	PART NO./DESCRIPTION	UNIT PRICE	EXT PRICE
	<input type="checkbox"/> STREET SIDE <input type="checkbox"/> VO <input type="checkbox"/> CURB SIDE <input type="checkbox"/> VO		
1	HRF-40 HEADACHE RACK 40" - FORD	486.0000	486.00
1	H-2SC SERVICE BODY/COMBO CLASS 5 RECEIVER HITCH (2-1/2" RECEIVER TUBE) AND HITCH INSERT, 16,000 LBS GTW	448.0000	448.00
1	LG-1 LIFTGATE  TOMMY GATE G2-54-1642 TP42 1600 LB CAPACITY  NOTE: A 25% CANCELLATION/RESTOCKING FEE WILL BE APPLIED FOR CANCELED ORDERS.	3,290.0000	3,290.00

Continued

In Consideration of allowing you to remove your vehicle from our premises prior to full payment of the underlying work order, the undersigned as authorized agent for **SALES ORDER # 0295559**, hereby agrees that if any litigation arises out of this transaction the prevailing party shall be entitled to reimbursement for court costs and attorney's fees.

\*\*\*\*QUOTE VALID FOR 30 DAYS\*\*\*\*



# ROYAL TRUCK BODY

24200 S. MAIN STREET □  
 CARSON, CA 90745 □  
 PHONE: 562-633-9951 □  
 FAX: 866-346-6103

QUOTATION		0295559	
DATE ENTERED	TRUCK ORIGIN	DATE REQUESTED	
5/23/2019	POOL-PAR		
WRITTEN BY	SALESMAN	TERR	DATE PROMISED
CT	CO	CO	
END USER (IF DIFFERENT THAN SOLD TO)			
CITY OF COVINA			

S ENTERPRISE FLEET- Anaheim O 9315 OLIVE BLVD. L SAINT LOUIS, MO 63132		S ENTERPRISE FLEET- Anaheim H 9315 OLIVE BLVD. I SAINT LOUIS, MO 63132 P	
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CUST ORDER NO		TERMS	SHIP VIA		CUSTOMER NAME			CUSTOMER PHONE NO	
		02	ROYAL		ZECHARIAH JENKINS				
MAKE TRUCK	YEAR	MODEL	COLOR	CA DIM	DUAL	SINGLE	DOOLEY	AUX TANK	ENGINEERED BY
Ford	19	F250-WB142	WHITE	56		X			
STOCK NO.	V.I.N. NO.			BED WIDTH	COMPT. DEPTH		OVERALL WIDTH		
				49	15		79		

QTY	PART NO./DESCRIPTION	UNIT PRICE	EXT PRICE
	<div style="display: flex; justify-content: space-around;"> <span>STREET SIDE <input type="checkbox"/></span> <span>VO <input type="checkbox"/></span> <span>CURB SIDE <input type="checkbox"/></span> <span>VO <input type="checkbox"/></span> </div>		
1	H-4 7 BLADE/ 4 PIN TRAILER CONNECTOR	168.0000	168.00
1	CAMF2 CAMERA FORD PICK UP BED DELETE ***NOT FOR CHASSIS 360 DEGREE CAMERA OPTION****  *****  CT- QUOTE REVISED 9/25/2019 - TO INCLUDE ITEMS BELOW PER ENT. ZEKE REQ.	335.0000	335.00
1	/SP-ACC RUNNING BOARDS (OEM)  FORD ITEM# KC3Z16451AA (LEFT HAND) FORD ITEM# KC3Z16450AA (RIGHT HAND)  INSTALL (1) STREET SIDE OF CAB (1) CURB SIDE OF CAB	2,250.0000	2,250.00

Continued

In Consideration of allowing you to remove your vehicle from our premises prior to full payment of the underlying work order, the undersigned as authorized agent for **SALES ORDER # 0295559**, hereby agrees that if any litigation arises out of this transaction the prevailing party shall be entitled to reimbursement for court costs and attorney's fees.

\*\*\*\*QUOTE VALID FOR 30 DAYS\*\*\*\*



# ROYAL TRUCK BODY

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 CARSON, CA 90745 □  
 PHONE: 562-633-9951 □  
 FAX: 866-346-6103

QUOTATION		0295559	
DATE ENTERED	TRUCK ORIGIN	DATE REQUESTED	
5/23/2019	POOL-PAR		
WRITTEN BY	SALESMAN	TERR	DATE PROMISED
CT	CO	CO	
END USER (IF DIFFERENT THAN SOLD TO)			
CITY OF COVINA			

CUSTOMER NO: ENT L4	
S ENTERPRISE FLEET- Anaheim O 9315 OLIVE BLVD. L SAINT LOUIS, MO 63132	S ENTERPRISE FLEET- Anaheim H 9315 OLIVE BLVD. I SAINT LOUIS, MO 63132 P

CUST ORDER NO	TERMS	SHIP VIA	CUSTOMER NAME	CUSTOMER PHONE NO					
	02	ROYAL	ZECHARIAH JENKINS						
MAKE TRUCK	YEAR	MODEL	COLOR	CA DIM	DUAL	SINGLE	DOOLEY	AUX TANK	ENGINEERED BY
Ford	19	F250-WB142	WHITE	56		X			
STOCK NO.	V.I.N. NO.	BED WIDTH	COMPT. DEPTH	OVERALL WIDTH					
		49	15	79					

QTY	PART NO./DESCRIPTION	UNIT PRICE	EXT PRICE
	<div style="display: flex; justify-content: space-around;"> <span>STREET SIDE <input type="checkbox"/></span> <span>CURB SIDE <input type="checkbox"/></span> </div>		
1	62411-002 ECCO 5597A 15" MINI LIGHTBAR  MOUNT ON TOP OF CAB GUARD ** TO BE VISIBLE FROM ALL SIDES **	895.0000	895.00
2	51612-000 TIE-DOWN FOR BACK WRAPPER  (1) INSTALLED STREET SIDE {CENTER} OF BACK-WRAPPER (1) INSTALLED CURB SIDE {CENTER} OF BACK-WRAPPER  * ADDITIONAL TIE DOWNS TO BE AT SAME LEVEL/HEIGHT OF STANDARD ROYAL SERVICE BODY IN BED TIE DOWNS *	120.0000	240.00
1	H-7 PINTLE COMBINATION HITCH 2" BALL 2" TUBE	166.0000	166.00

Continued

In Consideration of allowing you to remove your vehicle from our premises prior to full payment of the underlying work order, the undersigned as authorized agent for **SALES ORDER # 0295559**, hereby agrees that if any litigation arises out of this transaction the prevailing party shall be entitled to reimbursement for court costs and attorney's fees.

\*\*\*\*QUOTE VALID FOR 30 DAYS\*\*\*\*



# ROYAL TRUCK BODY

24200 S. MAIN STREET □  
 CARSON, CA 90745 □  
 PHONE: 562-633-9951 □  
 FAX: 866-346-6103

QUOTATION		0295559	
DATE ENTERED	TRUCK ORIGIN	DATE REQUESTED	
5/23/2019	POOL-PAR		
WRITTEN BY	SALESMAN	TERR	DATE PROMISED
CT	CO	CO	
END USER (IF DIFFERENT THAN SOLD TO)			
CITY OF COVINA			

CUST ORDER NO		TERMS		SHIP VIA		CUSTOMER NAME		CUSTOMER PHONE NO	
		02		ROYAL		ZECHARIAH JENKINS			
MAKE TRUCK	YEAR	MODEL	COLOR	CA DIM	DUAL	SINGLE	DOOLEY	AUX TANK	ENGINEERED BY
Ford	19	F250-WB142	WHITE	56		X			
STOCK NO.	V.I.N. NO.			BED WIDTH		COMPT. DEPTH		OVERALL WIDTH	
				49		15		79	

S ENTERPRISE FLEET- Anaheim		S ENTERPRISE FLEET- Anaheim	
O 9315 OLIVE BLVD.		H 9315 OLIVE BLVD.	
L SAINT LOUIS, MO 63132		I SAINT LOUIS, MO 63132	
D		P	

QTY	PART NO./DESCRIPTION	UNIT PRICE	EXT PRICE
1	STREET SIDE <input type="checkbox"/> VO <input type="checkbox"/> CURB SIDE <input type="checkbox"/> VO <input type="checkbox"/> 602418188 POLYUREA SPRAY ON BED LINER SHALL BE SPRAYED ON THE FOLLOWING AREAS: (1) BULKHEAD, (2) BACK-WRAPPERS, (1) CARGO FLOOR AREA AND (1) BACK OF TAIL-GATE (UP TO 11' BODIES)	1,595.0000	1,595.00
4	62411-007 WHELEN #WIONSMA ION WIDE ANGLE SURFACE MOUNT SERIES 4" SUPER-LED FLASHERS MOUNT (1) S/S FRONT END PANEL (1) S/S REAR END PANEL (1) C/S REAR END PANEL (1) C/S FRONT END PANEL	395.0000	1,580.00

THANK YOU FOR CHOOSING ROYAL TRUCK BODY!!!

RECEIVED BY (PRINT NAME) \_\_\_\_\_

RECEIVED BY (SIGN) \_\_\_\_\_ DATE \_\_\_\_\_

In Consideration of allowing you to remove your vehicle from our premises prior to full payment of the underlying work order, the undersigned, La Quinta Rent a Car, hereby agrees that if any litigation arises out of this transaction the prevailing party shall be entitled to reimbursement for court costs and attorney's fees.

**SALES ORDER # 0295559**

Freight:	0.00
Net Order:	17,951.00
Sales Tax:	0.00
<b>GRAND TOTAL:</b>	<b>17,951.00</b>

Prepared For: City of Covina

Date 09/16/2019  
AE/AM ZRJ

**Unit #**

**Year** 2020 **Make** Ford **Model** Explorer

**Series** Base 4dr 4x2

**Vehicle Order Type** Ordered **Term** 60 **State** CA **Customer#** 552622

\$ 28,617.00	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00	* Sales Tax 0.0000% <u>State CA</u>
\$ 476.82	* Initial License Fee
\$ 0.00	* Registration Fee
\$ 325.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00	* Tax on Gain On Prior
\$ 0.00	* Security Deposit
\$ 0.00	* Tax on Incentive( Taxable Incentive Total : \$0.00 )

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

**Order Information**

<b>Driver Name</b>	
<b>Exterior Color</b>	(0 P) Oxford White
<b>Interior Color</b>	(0 I) Sandstone w/Cloth Captain's Chairs
<b>Lic. Plate Type</b>	Unknown
<b>GVWR</b>	0

\$ 28,942.00	Total Capitalized Amount (Delivered Price)
\$ 390.72	Depreciation Reserve @ 1.3500%
\$ 105.58	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>

**\$ 496.30 Total Monthly Rental Excluding Additional Services**

**Additional Fleet Management**

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management
---------	----------------------------

\$ 41.67	Full Maintenance Program <sup>3</sup> Contract Miles <u>60,000</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.0350 Per Mile

# Tires 0

Loaner Vehicle Not Included

**\$ 41.67 Additional Services SubTotal**

\$ 50.87	Sales Tax <u>10.2500%</u>
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**State CA**

**\$ 588.84 Total Monthly Rental Including Additional Services**

\$ 5,498.80	Reduced Book Value at <u>60</u> Months
-------------	--

\$ 400.00	Service Charge Due at Lease Termination
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Quote based on estimated annual mileage of 12,000  
(Current market and vehicle conditions may also affect value of vehicle)  
(Quote is Subject to Customer's Credit Approval)  
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

**ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.**

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

**LESSEE** City of Covina

**BY** \_\_\_\_\_ **TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

**Other Totals**

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 200.00
<b>Total Other Charges Billed</b>		\$ 0.00
<b>Total Other Charges Capitalized</b>		\$ 325.00
<b>Other Charges Total</b>		\$ 325.00

**VEHICLE INFORMATION:**

2020 Ford Explorer Base 4dr 4x2 - US

Series ID: K7B

**Pricing Summary:**

	<b>INVOICE</b>	<b>MSRP</b>
Base Vehicle	\$ 31,782.00	\$ 32,765.00
Total Options	\$ -760.00	\$ 0.00
Destination Charge	\$ 1,195.00	\$ 1,195.00
<b>Total Price</b>	<b>\$ 32,217.00</b>	<b>\$ 33,960.00</b>

**SELECTED COLOR:**

Exterior: YZ - (0 P) Oxford White

Interior: 7N - (0 I) Sandstone w/Cloth Captain's Chairs

**SELECTED OPTIONS:**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
100A	Equipment Group 100A	NC	NC
119WB	119.1" Wheelbase	STD	STD
7	Cloth Captain's Chairs	Included	Included
153	Front License Plate Bracket	NC	NC
425	50 State Emissions System	STD	STD
44T	Transmission: 10-Speed Automatic w/SelectShift	Included	Included
7N_01	(0 I) Sandstone w/Cloth Captain's Chairs	NC	NC
99H	Engine: 2.3L EcoBoost I-4	Included	Included
CONECT	FordPass Connect	Included	Included
FLADCR	Fleet Advertising Credit	\$ -760.00	\$ 0.00
PAINT	Monotone Paint Application	STD	STD
STDAX	3.58 Non-Limited-Slip Rear Axle Ratio	Included	Included
STDGV	GVWR: TBD	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: P255/65R18 AS BSW	Included	Included
STDWL	Wheels: 18" Painted Aluminum	Included	Included
SYNC	SYNC 3 Communications & Entertainment System	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

## CONFIGURED FEATURES:

### Body Exterior Features:

Number Of Doors: 4  
Driver And Passenger Mirror: power remote manual folding side-view door mirrors  
Spoiler: rear lip spoiler  
Door Handles: black  
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip  
Front License Plate Bracket: front license plate bracket  
Body Material: galvanized steel/aluminum body material  
Body Side Cladding: black bodyside cladding  
Grille: black grille

### Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning  
Air Filter: air filter  
Rear Air Conditioning: rear air conditioning with separate controls  
Voice Activated A/C: voice activated air conditioning  
Cruise Control: cruise control with steering wheel controls  
Power Windows: power windows with driver and passenger 1-touch down  
1/4 Vent Rear Windows: power rearmost windows  
Remote Keyless Entry: keyfob and smart device remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Trunk FOB Controls: keyfob trunk/hatch/door release  
Remote Engine Start: remote engine start  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors  
Emergency SOS: 911 Assist emergency communication system  
Front Cupholder: front and rear cupholders  
Floor Console: full floor console with covered box  
Overhead Console: mini overhead console with storage  
Glove Box: locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Seatback Storage Pockets: 2 seatback storage pockets  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 5 12V DC power outlets

### Entertainment Features:

radio: SiriusXM AM/FM/Satellite with seek-scan  
Voice Activated Radio: voice activated radio  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 12 speakers  
Internet Access: FordPass Connect 4G LTE WiFi internet access  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: integrated roof antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite LED low/high beam headlamps  
Auto-Dimming Headlights: auto high-beam headlights  
Front Wipers: variable intermittent speed-sensitive wipers wipers  
Rear Window wiper: fixed interval rear window wiper with heating wiper park  
Rear Window Defroster: rear window defroster  
Tinted Windows: deep-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front and rear reading lights  
Ignition Switch: ignition switch light  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog display



Tachometer: tachometer  
Compass: compass  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Park Distance Control: Reverse Sensing System rear parking sensors  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Lane Departure Warning: lane departure  
Blind Spot Sensor: blind spot sensor  
Front Pedestrian Braking: pedestrian detection  
Forward Collision Alert: forward collision  
Water Temp Gauge: water temp. gauge  
Clock: in-dash clock  
Systems Monitor: systems monitor  
Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Water Temp Warning: water-temp. warning  
Battery Warning: battery warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Low Washer Fluid Warning: low-washer-fluid warning  
Door Ajar Warning: door-ajar warning  
Trunk Ajar Warning: trunk-ajar warning  
Brake Fluid Warning: brake-fluid warning

#### Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front and rear ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Spare Tire Type: compact spare tire  
Spare Tire Mount: spare tire mounted inside under cargo  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag  
Knee Airbag: knee airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Rear Child Safety Locks: rear child safety locks  
Ignition Disable: SecuriLock immobilizer  
Panic Alarm: panic alarm  
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints with tilt  
Rear Headrest Control: 3 rear head restraints  
3rd Row Headrests: 2 fixed third row head restraints

#### Seats And Trim:

Seating Capacity max. seating capacity of 7  
Front Bucket Seats: front bucket seats  
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments  
Reclining Driver Seat: power reclining driver and manual reclining passenger seats  
Driver Height Adjustment: power height-adjustable driver and passenger seats  
Driver Fore/Aft: power driver and passenger fore/aft adjustment  
Driver Cushion Tilt: power driver and passenger cushion tilt  
Front Centre Armrest Storage: front centre armrest  
Rear Seat Type: rear manual reclining 35-30-35 bench seat

Rear Seat Fore/Aft: manual rear seat fore/aft adjustment  
Rear Folding Position: rear seat tumble forward  
3rd Row Seat Type: fixed third row 50-50 bench seat  
3rd Row Electric Control: fold into floor third row seat  
Leather Upholstery: cloth front and rear seat upholstery  
Door Trim Insert: cloth door panel trim  
Headliner Material: full cloth headliner  
Floor Covering: full carpet floor covering  
Dashboard Console Insert, Door Panel Insert Combination: piano black instrument panel insert, door panel insert, console insert  
Floor Mats: carpet front and rear floor mats  
Interior Accents: chrome/metal-look interior accents  
Cargo Space Trim: carpet cargo space  
Trunk Lid: plastic trunk lid/rear cargo door  
Cargo Tie Downs: cargo tie-downs  
Cargo Light: cargo light  
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 300-hp, 2.3-liter I-4 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic



## Regular Meeting

# AGENDA ITEM REPORT

<b>Meeting:</b>	Regular Meeting - Oct 01 2019
<b>Title:</b>	Azusa Avenue Median Landscaping Enhancements
<b>Presented By:</b>	Chris Marcarello, Director of Public Works
<b>Recommendation:</b>	That the City Council authorize the City Manager to execute the Amendment to the Professional Services Agreement with Merchants Landscape Services, Inc. in the amount of \$23,922.43 to complete landscaping enhancements on Azusa Avenue and establish a contingency of approximately 20% (\$5,000) for unforeseen expenses.

### EXECUTIVE SUMMARY / BACKGROUND:

As part of the City's Fiscal Year 2020 Capital Improvement Program budget, the City Council included funding to renovate existing raised landscaped medians in the community. Currently, design work is underway at two locations – Rowland Avenue west of Citrus Avenue and Badillo Street (Glendora Avenue to Second Avenue) – and as planned both locations should move to the construction phase in early 2020.

Recently, members of the City Council expressed an interest in upgrading portions of the median landscaping on Azusa Avenue. Over time, the existing median landscaping has deteriorated, stemming mainly from Statewide drought conditions in the mid-2010s. During this time, many communities in the State opted to reduce or eliminate irrigation used to water turf on raised median islands. Since nearly two-thirds of the Azusa Avenue median area includes turf, curtailing irrigation has made a significant impact to the medians on this busy commercial corridor.

With the City's existing landscape maintenance contractor, a new landscaping mix has been prepared to help enhance the existing raised medians. As proposed, 11,200 square feet of dried turf will be removed and replaced with sixty (60) 5-gallon roses/shrubs, two hundred eighty-four (284) 1-gallon shrubs, mulch, drip irrigation retrofit work, pressure washing/sealing of existing hardscape and the removal of four (4) palm trees that are in declining health. Additionally, existing river rock, concrete mow strips and trees will be preserved along the median islands. As proposed, the City Council is requested to approve the proposed landscape enhancements and authorize amending the existing maintenance services agreement with Merchants Landscaping Services in the amount of \$23,922.43 to complete these landscape enhancements over the next 60 days. In accordance with the agreement, extra work may be required to add new landscapes and shall be in accordance with the hourly rates and item prices in the Agreement Cost Schedule.

### DISCUSSION:

Azusa Avenue consists of approximately 70,000 square feet of landscaped medians from Workman Street to Arrow Highway. During Statewide drought conditions in the mid-2010s, the City opted to curtail water usage to these areas in order to reduce water usage. With turf planted on roughly two-thirds of the median area, the majority of these areas are dried out with sparse landscaping. Over the last several years, City crews and contractors have installed mulch in these areas to help control weed growth and keep the areas clean.

Recently, the City Council identified the renovation of many landscaped medians with drought tolerant landscape materials as a priority to help beautify local commercial corridors in the community. As proposed, the City's landscape maintenance contractor has agreed to extend its current unit prices to complete landscape

enhancements on Azusa Avenue. The proposed scope of work includes the removal of approximately 11,200 square feet of existing turf, installation of new drip irrigation components, mulch, pressure washing/sealing of existing hardscaping and the installation of three hundred forty-four (344) new plants and mulch. These plants will be installed among existing river rock, mow strips and trees that currently exist on the median islands.

The cost to purchase plant materials and complete landscaping improvements is \$23,922.43. Pricing was obtained using unit costs from the City's existing maintenance services agreement with Merchant's Landscape Services. It is estimated that this work will take approximately 60 days to complete.

**FISCAL IMPACT:**

Funding for median improvements is included in the City's approved FY 2020 Capital Improvement Program budget in the amount of \$250,000 (account # 2405-2200-55310-P2006).

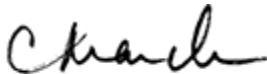
**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

This work has been determined to be categorically exempt under CEQA in accordance with Title 14, Chapter 3, Class 1, Sections 15301 and 15302. This exemption includes the minor alteration of existing public facilities involving negligible or no expansion of use beyond the existing use at the time of the lead agency's determination. This renovation work involves negligible or no expansion of an existing use.

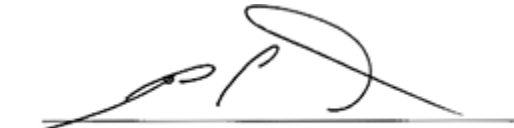
**ATTACHMENTS:**

[Attachment A - Merchants Amendment](#)

Respectfully submitted,



Chris Marcarello  
Director of Public Works



Rafael M. Fajardo  
City Engineer

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF COVINA AND  
MERCHANTS LANDSCAPE SERVICES, INC.  
FOR LANDSCAPE MAINTENANCE SERVICES**

**THIS FIRST AMENDMENT** is made and entered into as of October 1, 2019, by and between the City of Covina, a California municipal corporation (hereinafter referred to as “City”), and Merchants Landscape Services, Inc. a California Corporation, (hereinafter referred to as “Contractor”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This First Amendment is made with respect to the following facts and purposes:

a. On January 2, 2018, the City and Contractor entered into an Agreement to provide routine and extraordinary maintenance of landscape and hardscape areas associated with specified City-owned sites in an amount not-to-exceed Six Hundred Ninety-Three Thousand Eight Hundred Sixteen Dollars (\$693,816) for the initial three-year term

b. The parties now desire to amend the contract and add to the scope of services by including extraordinary landscape maintenance services for the Azusa Avenue raised landscaped medians and increase compensation in the amount of twenty-three thousand nine hundred twenty-two dollars and forty-three cents (\$23,922.43) for a new total Agreement amount not-to-exceed seven hundred seventeen thousand seven hundred thirty eight dollars and forty-three cents (\$717,738.43) and to amend the Agreement as set forth in this First Amendment. Such amendment is a one-time landscape enhancement and shall not be completed in subsequent years of this agreement.

2. Paragraph A of Section 2 of the Agreement entitled “**COMPENSATION**” is hereby amended to read as follows:

“A. Compensation. As full compensation for Contractor’s services provided under this Agreement, City shall pay Contractor an amount not-to-exceed seven hundred seventeen thousand seven hundred thirty eight dollars and forty-three cents (\$717,738.43) for the initial three-year term. For subsequent (optional) years, Calendar Year 2021 and Calendar Year 2022, rates may be adjusted once within a twelve-month period on the anniversary date of the contract as a result of an increase in the Los Angeles-Orange-Riverside Counties Consumer Price Index (CPI) for the most recent twelve-month period of July to July. Consultant must request annual increases no later than three (3) months prior to the expiration of the initial three-year term and any subsequent contract renewal term. There shall be no other increase made to the contract amount for additional expenses incurred by the Consultant in the event of wage or salary increases for any reason other than the aforementioned CPI increase. The total not-to-exceed amount for the Agreement shall be seven hundred seventeen thousand seven hundred thirty eight dollars and forty-three cents (\$717,738.43) (the “maximum compensation”), as set forth in the Approved Fee Schedule, attached hereto as **Exhibit A**, unless additional payment is approved as provided in this Agreement. Any terms in Exhibit A, other than the payment rates and schedule of payment, are null and void.

3. Page 2 of Exhibit A to the Agreement is hereby amended to read as set forth in Attachment A to this First Amendment, which is attached hereto and incorporated herein as though set forth in full.

4. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

The parties, through their duly authorized representatives, are signing this Second Amendment on the date stated in the introductory clause.

City:  
  
City of Covina,  
a California municipal corporation

Contractor:  
  
Merchants Landscape Services, Inc.  
a California corporation

By: \_\_\_\_\_  
Name: Brian Saeki  
Title: City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Georgianna Nicole Alvarez  
Title: Chief Deputy City Clerk

*(Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)*

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Candice K. Lee  
Title: City Attorney

**ATTACHMENT A**  
**APPROVED FEE SCHEDULE**







## Regular Meeting

# AGENDA ITEM REPORT

- Meeting:** Regular Meeting - Oct 01 2019
- Title:** Adoption and Participation in the San Gabriel Valley Council of Governments Coyote Management Implementation Plan
- Presented By:** Angel Carrillo, Assistant to the City Manager
- Recommendation:**
1. Approve and authorize the City Manager to sign the Memorandum of Agreement with the San Gabriel Valley Council of Government for the City of Covina's participation in the regional San Gabriel Valley Coyote Implementation Plan, and
  2. Adopt Resolution CC 19-93 appropriating \$10,000 from the General Fund Reserves to cover the costs for participation in the program for the current fiscal year.

### EXECUTIVE SUMMARY:

The City of Covina, along with most other Los Angeles County cities, has experienced an increase in coyote encounters. In the past, coyotes were typically associated with foothill and mountain communities. Most recently, coyote sightings and encounters in Covina have been reported in all parts of the community and have raised concerns from residents and advocates alike. In April 2018, the City adopted a Coyote Management Plan to address the City's response to sightings and encounters. The issue has become a significant regional concern resulting in the San Gabriel Valley Council of Governments creating a task force to address the concerns and create a plan that cities could adopt.

### BACKGROUND:

A Coyote Management Task Force was formed by the San Gabriel Valley Council of Governments (SGVCOG) to address the existing and rising coyote issues in the San Gabriel Valley. The task force met several times to assess the feasibility of developing a regional coyote management framework. This framework provides a comprehensive regional coyote management model for all San Gabriel Valley cities and issue guidance for dealing with coyotes in the region.

SGVCOG staff worked with San Gabriel Valley city staff, the California Department of Fish and Wildlife, California State Assemblyman Ed Chau's office, the University of California Agriculture and Natural Resources, and local Humane Society organizations to develop two separate draft documents:

- SGVCOG Regional Coyote Management Framework (RCMF)
- Coyote Management Implementation Plan (CMIP)

The RCMF serves as a document that member agencies can adopt and modify based on their own needs. This framework includes coyote management strategies, reporting tools, and other resources that cities can utilize to reduce human-coyote conflicts. It also includes recommendations for cities to educate their residents and communities on the differences between appropriate and inappropriate coyote behaviors. A copy of the RCMF can be found in Attachment A.

## COYOTE MANAGEMENT IMPLEMENTATION PLAN

The CMIP is a separate document that was created to provide the SGVCOG with a plan of implementing coyote management services on behalf of member agencies. Under this plan, SGVCOG would serve as the umbrella organization that is responsible for providing public outreach and education, promoting effective human-coyote conflict mitigation strategies, and supporting a robust coyote reporting and response mechanism on behalf of participating agencies. Programs and services offered to the cities under this plan are as follows:

- Community Meeting and Training Workshops;
- Youth Outreach and Education Program;
- Mailers and Social Media Outreach;
- Website and Coyote Incident Reporting System; and,
- Coyote Reporting Hotline.

Components of the CMIP are designed to increase communities' knowledge and understanding of how coyotes behave and to make clear how such behavior can be managed or reduced to eliminate human conflicts with coyotes. Components of this plan are developed based on balancing respect and protection of wildlife without compromising public safety.

## PARTICIPATING CITIES

SGVCOG solicited letters of interest from cities that are interested in participating in the Coyote Management Implementation Plan from June 5, 2019 to July 11, 2019. During this time period, SGVCOG had received letters of interest from the Cities of Alhambra, Arcadia, Azusa, Covina, El Monte, Glendora, Irwindale, Montebello, San Dimas, San Gabriel, San Marino, Temple City and Walnut. These interested cities agreed to proceed with contributing \$10,000/year per city for two years to receive coyote management public outreach services that are managed by the SGVCOG.

The services listed within the CMIP are scheduled to commence on November 1, 2019 and end no earlier than October 31, 2021.

## MEMORANDUM OF AGREEMENT (MOA)

The MOA, which can be found in Attachment B, identifies the following roles and responsibilities for the SGVCOG and each participating city (City):

### SGVCOG:

- Coordinate and implement coyote town halls and community meetings;
- Coordinate and host coyote management workshops and conflict trainings;
- Conduct youth outreach and education programs for local schools;
- Coordinate to send mailers to neighborhoods with high numbers of human-coyote encounters and incidents;
- Manage a website or webpage that contains important and helpful information for residents and businesses regarding coyotes;
- Maintain an online regional coyote incident reporting system for residents of City;
- Develop and maintain a regional coyote reporting hotline;
- Coordinate with the California Department of Fish and Wildlife, the County of Los Angeles, and other relevant external stakeholders on regional coyote management efforts;

- Provide electronic files of coyote marketing and outreach materials; and,
- Manage all invoicing and billing.

City:

- Participate in coordination calls and meetings;
- Provide a point-of-contact;
- Assist with the coordination of coyote town halls, community meetings, coyote management workshops, conflict trainings, mailers, social media outreach, and youth outreach and education programs;
- Provide municipal meeting space or venue for events and activities related to this plan; and,
- Pay all invoices submitted by SGVCOG.

**DISCUSSION:**

Staff is recommending that the City Council enter in to the MOA with the SGVCOG for the regional San Gabriel Valley Coyote Implementation Plan. The City will benefit from the pooled resources in the regional approach for community education and outreach for coyote sightings and encounters. Staff will continue to be involved in those efforts, however bringing a regional approach to such a sensitive issue will provide a greater benefit to the community.

**FISCAL IMPACT:**

The interested cities agreed to pay \$10,000 each year per city for two years to receive coyote management public outreach services that are managed by the SGVCOG. Staff requests Council approval of Resolution CC 19-93 appropriating \$10,000 from general fund reserves to cover expenses to participate in the program for the current fiscal year. Appropriate budget allocation requests will be made for year two of the program.

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

N/A

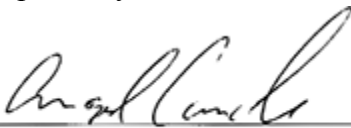
**ATTACHMENTS:**

[Attachment A - SGVCOG Regional Coyote Management Framework](#)

[Attachment B - Covina MOA - Coyote Management Implementation Plan \(003\)](#)

[Attachment C - Resolution CC 19-93](#)

Respectfully submitted,



Angel Carrillo  
Assistant to the City Manager

# Regional Coyote Management Framework (RCMF)

SAN GABRIEL VALLEY  
COUNCIL OF GOVERNMENTS



## CONTACT INFORMATION:

**Alexander Fung, Management Analyst**  
afung@sgvcog.org

**Navneet Kaur, Management Analyst**  
nkaur@sgvcog.org

**DISCLAIMER**

On Thursday, July 18, 2019, the SGVCOG Governing Board adopted the Regional Coyote Management Framework as a comprehensive regional coyote management model for all San Gabriel Valley cities. The strategies listed within this framework are based on balancing respect and protection of wildlife without compromising public safety. This document serves as a framework that individual cities can modify and adopt based on their needs and interests; however, languages of individual San Gabriel Valley cities' Coyote Management Plans should generally be consistent with this document if possible.

**ACKNOWLEDGEMENTS**

The San Gabriel Valley Council of Governments owes a debt of gratitude to the many agencies, entities, experts, and individuals who helped transform this project from an idea to a reality. We appreciate all of the support we have received from the California Department of Fish and Wildlife, the County of Los Angeles, the Office of Assemblymember Ed Chau, the University of California Agriculture and Natural Resources, the San Gabriel Valley Humane Society, the Pasadena Humane Society, and the Inland Valley Humane Society, as well as the generous support from the Cities of Arcadia, Bradbury, Covina, Rosemead, and San Marino. Furthermore, we would like to thank the following municipalities for serving on the SGVCOG Coyote Management Task Force and providing feedback on the development of this document:

- City of Alhambra
- City of Arcadia
- City of Bradbury
- City of Covina
- City of Diamond Bar
- City of Industry
- City of Irwindale
- City of La Cañada Flintridge
- City of Monrovia
- City of Monterey Park
- City of Rosemead
- City of San Dimas
- City of San Gabriel
- City of San Marino
- City of South El Monte
- City of South Pasadena
- City of Temple City
- City of Walnut
- County of Los Angeles
- State of California

## SECTION 1: INTRODUCTION

The goal of the **San Gabriel Valley Regional Coyote Management Framework (RCMF)** is to discourage the habituation of coyotes in an urban environment by using education, behavior modification, and a robust human/coyote reporting and responding system. The recommended actions in this RCMF are designed to increase communities' knowledge and understanding of how coyotes behave and to make clear how such behavior can be managed or reduced to eliminate human conflicts with coyotes. The ultimate goal of coyote behavior modification is to encourage the natural relocation of coyotes to their native environment.

The overall intent of this framework is to provide guidance for dealing with coyotes in the San Gabriel Valley region. This framework has also been modeled after plans that were successfully utilized by other municipalities in Southern California. This RCMF does not supersede federal, state, county, and city regulations and policies. Additionally, this framework does not apply to San Gabriel Valley residents, businesses, or homeowner associations in pursuit of their legal rights in dealing with coyotes.

As recommended by the California Department of Fish and Wildlife (CDFW), the RCMF is guided by the following principles:

- Human safety is a priority in managing human-coyote interactions.
- Coyotes serve an important role in San Gabriel Valley's ecosystems by helping to control rodent populations.
- Preventive practices are crucial to minimizing potential interactions and encounters with coyotes.
- Solutions for coyote conflicts must address both problematic coyote behaviors and the human behaviors that invite them.
- Non-selective coyote removal programs are ineffective for reducing coyote population sizes or preventing human-coyote conflicts in the long run.
- Regionwide programs that involve residents can improve coexistence among humans, coyotes, and pets.

## **SECTION 2: COYOTE MANAGEMENT STRATEGY**

The strategy for managing coyotes is based on balancing respect and protection of wildlife without compromising public safety. The main strategy is a multi-focused approach consisting of public education, enforcement, and reporting.

### *PUBLIC EDUCATION*

Coyote awareness education is critical for residents to make informed decisions regarding their safety, properties, and pets by decreasing attractants, reshaping coyote behavior, and creating reasonable expectations of normal coyote behavior. Dissemination of information to residents, businesses, and schools will be accomplished through the use of the cities' websites, newsletters, social media, press releases, town halls, community meetings, coyote management workshops, and other direct and indirect public outreach campaigns.

Learning how to properly and effectively respond to a coyote encounter empowers residents and supports reshaping undesired coyote behavior. The public should understand what normal coyote behavior is when living in close proximity with coyotes. For example, vocalization (coyote calls) is a normal and acceptable behavior that does not indicate aggression.

It is recommended for cities and member agencies to host town hall meetings, trainings, and provide youth education workshops in communities with high human-coyote interactions. Cities are also encouraged to mail information regarding coyotes to educate the residents and households residing in areas with high coyote sightings. Mailers and social media postings should be offered in English and other languages that are widely spoken by local residents.

### *ENFORCEMENT*

The act of feeding wildlife is known to lead to an increase in wildlife activity. Feeding can attract coyotes and their prey to an area leading to an increased likelihood of creating habituated coyotes and resulting in increases in coyote-human interactions. California law prohibits feeding wildlife, including coyotes. SGVCOG recommends all member agencies to strictly enforce the State law pertaining to this activity. Cities and counties should adopt ordinances that discourage the intentional or unintentional feeding of wildlife. Please see Appendix A for the draft of a sample ordinance from the City of Davis, California.

### *REPORTING*

A five-tier safety response plan has been developed by the SGVCOG to provide a mechanism for identifying and classifying different levels of human-coyote interactions for member agencies. This response plan serves as a regional approach to identify different types of coyote behaviors. However, cities are encouraged to adapt and adjust SGVCOG's response plan or develop a plan that is more suitable to the individual cities' needs; however, levels of coyote behavior and response actions should be consistent with SGVCOG's response plan. It is also important to note that several SGVCOG member agencies already have their own response plans in place. For the cities' reference, Appendix B showcases a list of SGVCOG's member agencies with adopted coyote management plans. Additionally, Appendix C showcases the SGVCOG's five-tier response system, City of West Covina's adopted four-tier colored response system, and City of San Gabriel's adopted coyote behavior classification system.

### SECTION 3: COYOTE ATTRACTANTS

While attacks on humans are extremely rare, urban landscape development, intentional and unintentional feeding, pet-related incidents, and media attention have led some residents to fear coyotes. It is important to note that attacks on free-roaming and unattended small pets are normal coyote behavior and do not necessarily indicate a danger for humans. Coyotes usually become habituated when they learn and associate people and/or neighborhoods with sources of food.

Residents may reinforce this behavior by acting inappropriately when they see a coyote. Steps must be taken to address safety concerns and misconceptions and to ensure appropriate responses to potential threats to human safety. It is important to keep in mind that coyotes have been in and around the San Gabriel Valley and other parts of Southern California since thousands of years ago.

#### **Coyotes are drawn to urban and suburban areas for the following reasons:**

**FOOD** – Urban areas provide a bounty of natural food choices for coyotes that primarily eat rodents. However, coyotes can be further attracted into suburban neighborhoods by human-associated food, such as pet food, unsecured compost or trash, and fallen fruit in parks and yards. Intentional and unintentional feeding can lead coyotes to associate humans with sources of food, which can result in negative and aggressive interactions among coyotes, people, and pets.

To reduce food attractants in urban and suburban area, residents should be educated to:

- Never hand-feed or otherwise deliberately feed a coyote.
- Avoid feeding pets outside and remove sources of pet food and water in outdoor settings. If feeding pets outside is necessary, remove the feeding bowl and any leftover food promptly.
- Never compost any meat or dairy products unless the compost is fully secured.
- Maintain good housekeeping, such as regularly raking areas around bird feeders, to help discourage coyote activity near residences.
- Remove fallen fruit from the ground.
- Keep trash in high-quality containers with tight-fitting lids.
- Only place trash bins curbside during the morning of trash collection. If left out overnight, trash bins are more likely to be tipped over and broken into by coyotes. If necessary, purchase secured trash containers.
- Seal food waste, such as meat scraps or leftover pet food, before discarding the waste into trash bins.

**WATER** – Urban areas provide a year-round supply of water in the form of stormwater impoundments and channels, artificial lakes, irrigation, swimming pools, and pet water dishes, which support both coyotes and their prey. In dry conditions, water can be as alluring as food. Residents should remove outdoor water bowls/cans and secure fountains, pools, and jacuzzis.

**SHELTER** – Parks, greenbelts, open spaces, sumps, golf courses, buildings, sheds, decks, and crawl spaces increase the amount and variability of cover for coyotes. They allow coyotes to safely and easily remain close to residents, pets, homes, and businesses without detection. Coyotes may take advantage of available



spaces under sheds or decks for use as a den, thereby bringing them into close contact with residents and pets.

***UNATTENDED PETS*** – Coyotes primarily eat small mammals, such as mice and rats; however, they will also prey on slightly larger mammals such as rabbits and groundhogs. Animals that are approximately the same size as a groundhog or rabbit, especially unattended outdoor cats and small dogs, may attract coyotes into neighborhoods.

- The best way to minimize risk to pets from coyotes (and the other dangers of outdoor life such as cars, disease, and other wildlife) is to keep small pets indoors, only let them outside in a secured enclosure, or when they are accompanied by a person and under the control of a leash and harness that is less than six feet long.
- It is important to either keep dogs on a leash that is six feet long or shorter when outdoors or to stay within six feet of them when outside. Coyotes may view a dog on a leash longer than six feet as an unattended pet. Attacks on free-roaming small cats or dogs are normal coyote behavior and do not indicate a danger for humans. A free-roaming pet is considered as an unattended domestic pet outside of its enclosed yard or area.
- Although attacks on larger dogs are rare, coyotes may often attack a large dog when they feel that their territory is threatened. This generally occurs during the coyote breeding season, which takes place from January through March. During this time, it is especially important to not leave dogs outside unattended and to keep them on leashes (six feet long or less) when in public areas.

***FERAL CATS*** – While residents who feed feral cats are often concerned that coyotes might prey on the cats, the act of feeding feral cats may cause more harm than good, as coyotes often frequent these locations. Resident should not feed feral cats to avoid attracting coyotes into their neighborhoods. Although it can be difficult for residents to protect feral cats from coyotes, the following tips can be helpful:

- Do not feed feral cats.
- If feral cats frequent your neighborhood, please contact your local Animal Services agency.
- Haze coyotes seen near feral cat locations. Making coyotes feel uncomfortable will encourage them to stay out of the area. See Appendix D for a list of effective hazing strategies.

Other domestic animals kept outside, such as rabbits and chickens, may also be viewed as prey by coyotes. Protect outdoor animals from coyotes and other predators with protective fencing and sturdy cages.

Residents are encouraged to use the Yard Audit Checklist (Appendix E) as a tool to help recognize and remove attractants in their yards and neighborhoods

## SECTION 4: HAZING AND BEHAVIOR CHANGE

Some coyotes have become too comfortable in the close proximity of residents. To safely coexist, residents must modify their behavior to shape coyote behavior. Habituated coyote behavior needs to be reshaped to encourage coyotes to avoid contact with residents and pets.

Hazing, also known as “fear conditioning” or “scaring,” is the process that facilitates this change and is, by necessity, a community response to negative encounters with coyotes. The more an individual animal is hazed, the more effective hazing is in changing coyote behavior.

Hazing employs immediate use of deterrents to move an animal out of an area or discourage an undesirable behavior or activity. Deterrents include loud noises, spraying water, bright lights, throwing objects, waving arms, and shouting. Hazing can help maintain a coyote’s fear of humans and discourage them from neighborhoods, such as backyards and play areas.

Hazing is not intended to harm or damage animals, humans or property, but to change the coyote’s behavior. A coyote, similar to a dog, will not know that the behavior it is engaging in is unwanted unless some type of message is sent and reinforced repeatedly. Behavioral change also involves human activities such as identifying and removing attractants and protecting pets responsibly. If a human sees a coyote in an urban area and does not respond in any way, a message opposite of hazing is conveyed to the coyote. Please see Appendix D for a list of effective hazing strategies.

### *GOALS OF HAZING*

It is not economically and ecologically efficient to eradicate coyotes from the urban ecosystem. Hazing is part of a long-term plan to create safe and acceptable living situations, increase understanding of coyote behavior and reduce conflict between coyotes and people. Goals of hazing include:

1. To reshape coyote behavior to avoid human contact in an urban setting. Human behavior can shape animal behavior, in either a negative or positive manner. People living in close proximity to coyotes can remove coyote attractants, identify potentially dangerous situations for their pets and themselves, and respond in a manner designed to change coyote behavior.
2. To provide residents information and tools to actively engage in reshaping coyote behavior and to support feeling safe in their parks and neighborhoods. This can be accomplished by teaching residents effective and appropriate hazing techniques.
3. To model hazing behavior and share accurate information about coyotes among other residents, friends, and family.
4. Monitor hazing to assess its effectiveness and determine if further action or more aggressive hazing is needed.
5. Develop long-term community-based hazing programs.

### *TRAINING PROGRAM*

SGVCOG encourages member agencies to partner with experts from CDFW, local Humane Society and/or Animal Services organizations, the County of Los Angeles, and/or other relevant external stakeholders to empower residents with methods to safely co-exist with wildlife. Specific to human-coyote conflicts, the workshops should include basic training on species-specific ecology and behavior, strategies to

reduce/eliminate potential human-coyote conflicts, and appropriate conflict and management techniques (e.g. hazing).

Topics may include:

- Basic coyote information;
- Normal/healthy vs. abnormal/unhealthy coyote behavior;
- Seasonal behavior changes;
- Appropriate responses when encountering wildlife, especially coyotes;
- Human health, public, and pet safety tips and concerns;
- Coyote attractants;
- Methods to reduce/eliminate access to attractants (e.g. exclusion, deterrence); or,
- Effective coyote hazing methods.

Additionally, Cities and counties should also promote CDFW's Wildlife Watch Program. This program is a multi-agency partnership initiative that provides support and training to local governments and community groups to help them design and implement their own nuisance wildlife action plans. More information regarding the Wildlife Watch Program can be found on <https://www.wildlife.ca.gov/wildlife-watch>.

Individuals and groups that are interested in participating in a hazing training program can contact their local Humane Society for a list of upcoming sessions:

- Pasadena Humane Society: (626) 792-7151
- Inland Valley Humane Society: (909) 623-9777
- San Gabriel Valley Humane Society: (626) 286-1159

## **SECTION 5: ENFORCEMENT**

The act of feeding wildlife can attract coyotes and their prey to an area, leading to an increased likelihood of creating habituated coyotes and increased coyote-human interactions. California law prohibits feeding wildlife and local police departments will strictly enforce applicable state statutes pertaining to this activity. Cities and counties are encouraged to adopt ordinances that further discourage residents from feeding wildlife. Please see Appendix A for a sample draft ordinance from the City of Davis, California.

The following are some of the applicable regulations that may be utilized as enforcement tools to discourage coyotes from proliferating in urbanized San Gabriel Valley:

### **CALIFORNIA CODE OF REGULATIONS TITLE 14. SECTION 251.1. HARASSMENT OF ANIMALS**

Except as otherwise authorized in these regulations or in the Fish and Game Code, no person shall harass, herd, or drive any game nongame bird or mammal or furbearing mammal. For the purposes of this section, harass is defined as an intentional act which disrupts an animal's normal behavior patterns, which includes, but is not limited to, breeding, feeding, or sheltering.

### **LOS ANGELES COUNTY CODE TITLE 10. SECTION 10.84.010. PROVIDING FOOD FOR CERTAIN RODENTS OR PREDATOR ANIMALS PROHIBITED**

It is unlawful to feed a nondomesticated rodent or nondomesticated mammalian predator as defined in this section, unless:

- The person is the owner of the animal and the animal is kept in accordance with the requirements of the State Department of Fish and Wildlife; or
- After notifying the responsible agency to pick up the animal, the person provides food to a trapped or injured animal.

For purposes of this chapter:

1. "Rodent" includes ground squirrels;
2. "Mammalian predators" include coyotes, raccoons, foxes, and opossums.

A violation of this section is a misdemeanor.

## SECTION 6: SAFETY RESPONSE PLAN

A tiered response plan identifies and classifies levels of human and coyote interactions. SGVCOG recommends member agencies to adopt the 5-tier coyote response plan that is showcased below and in Appendix C.

COYOTE BEHAVIOR	RESPONSE LEVEL	RESPONSES
<b>Coyote heard or seen moving in public area</b>	1	Sighting report will be reviewed, and if appropriate, a response will be provided by e-mail or phone. The City would direct residents to available resources on normal coyote behavior.
<b>Coyote seen resting in public area</b>	1	Sighting report will be reviewed, and if appropriate, a response will be provided by e-mail or phone. The City would direct residents to available resources on normal coyote behavior.
<b>Coyote seen resting in public area with humans present</b>	2	The City provides resources for the resident to be educated on hazing techniques and what-to-do tips. Additionally, the City would encourage the respective municipality to work with the local community to eliminate coyote attractants.
<b>Coyote entering a yard to a home with or without pets present</b>	2	The City provides information for the household to be educated on coyote attractants, yard audit implementation, human-coyote conflict mitigation, hazing techniques, and/or pet safety information (if applicable).
<b>Coyote entering a yard and injuring or killing attended or unattended pet</b>	3	The City gathers information on specific animal involved, report on circumstances, and provide information for the household to be educated on coyote attractants, yard and neighborhood audits, and pet safety information.

<b>Coyote biting or injuring an unattended pet/pet on a leash</b>	3	The City gathers information on specific animal involved, report on circumstances, and provide information for the household to be educated on coyote attractants, yard and neighborhood audits, and pet safety information.
<b>Coyote following or approaching a person and pet (stalking)</b>	3	The City provides information for the resident to be educated on hazing techniques, what-to-do tips, yard/neighborhood audits, and pet safety information. Additionally, the City will work with the residents to eliminate coyote attractants in the area.
<b>Coyote following or approaching a person without a pet (stalking)</b>	4	The City provides information for the resident to be educated on hazing techniques, what-to-do tips, yard/neighborhood audits, and pet safety information. Additionally, the City will work with residents and local groups to eliminate coyote attractants in the area.
<b>Coyote biting or injuring a human</b>	5	The City informs the California Department of Fish and Wildlife. Residents will receive educational materials on coyote attractants, yard or neighborhood audits, hazing, and pet safety. Additionally, the City would work with the respective Humane Society, the County of Los Angeles, CDFW, elected officials, and its neighboring cities to send out mailers, partner with external stakeholders to host trainings and workshops, conduct a community meeting/town hall, and encourage the cities in the subregion to work with community groups to eliminate coyote attractants.

Cities are encouraged to modify SGVCOG’s response plan to cater to the needs of their own communities; however, the levels of coyote behavior and response actions should be consistent with SGVCOG’s response plan. Appendix C also showcases two other types of tiered response plans that SGVCOG member agencies utilize in their individual coyote management plans as a reference.

If a human is attacked and physically injured by a coyote, cities and counties will work with the CDFW, which will be the lead investigating agency to thoroughly investigate the incident, to identify and remove the responsible coyote. As a last resort, lethal removal will also be considered if there is a public safety issue with a coyote threatening residents—only after a thorough investigation and identification of the offending coyote.

If there is an immediate public safety issue, such as a coyote threatening residents in an area frequented by people, the local police department will respond. Since coyotes are considered as “non-game wildlife,” any resident or homeowners’ association can, at their own expense, initiate action to protect themselves and their private property from coyote attacks within the limits of the law regarding trapping and hunting.

## SECTION 7: COYOTE REPORTING

SGVCOG encourages residents to report coyote sightings to the University of California Coyote Cacher© at <https://ucanr.edu/sites/CoyoteCacher/>. This will allow SGVCOG and its member agencies to identify potential trouble areas where coyotes are frequently sighted and allow the member agencies to focus resources where they are needed most. There are several options to choose from and San Gabriel Valley residents are encouraged to use the tool that works best for them. Please keep in mind that these are only coyote reporting tools. Depending on the submission format, residents may receive acknowledgement of their submissions.

### *University of California Coyote Cacher©*

This tool is accessible by members of the public from a computer or mobile device. It provides a repository for reported coyote activity, real-time alerts to stay abreast of reported activities, and GIS mapping by zip code. Residents may view coyote encounters in the San Gabriel Valley region by visiting [https://ucanr.edu/sites/CoyoteCacher/Story\\_Map/](https://ucanr.edu/sites/CoyoteCacher/Story_Map/). Residents can also report a coyote encounter to the UC Coyote Cacher through the link on the website or by submitting a request at <https://geodata.ucanr.edu/coyoteCacher/form/>.

### *State and Local Enforcement Agencies*

Coyote bites, injured or ill coyotes, or coyotes that pose a threat to the public should be reported to the 9-1-1 emergency line. Coyote bites can be extremely hazardous to human health. If a resident has been bitten by a coyote, please direct the injured resident to seek medical attention immediately. A police report may be taken to document the incident. All animal bites to humans are legally reportable in Los Angeles County except for rodent and rabbit bites. For more information, please visit the County of Los Angeles Public Health Department website at <http://publichealth.lacounty.gov/vet/biteintro.htm>.



**APPENDIX A: SAMPLE DRAFT ORDINANCE TO PROHIBIT THE FEEDING OF WILDLIFE  
(City of Davis, California)**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DAVIS ADDING  
ARTICLE 5.05 TO CHAPTER 5 OF THE DAVIS MUNICIPAL CODE TO PROHIBIT  
THE FEEDING OF CERTAIN WILDLIFE**

**WHEREAS**, the City of Davis (“City”) is a city organized under the laws of the State of California, with a duty and interest in protecting the public health, safety and welfare within the City; and

**WHEREAS**, the feeding of wildlife can lead to negative impacts on animals, people and the environment; and

**WHEREAS**, feeding wildlife can lead to aggressive behavior towards humans, which presents health and safety concerns for residents and visitors of the City; and

**WHEREAS**, feeding wildlife can artificially support the growth and carrying capacity of urban wildlife populations, compromising wildlife health and increasing human exposure to and conflict with wildlife; and

**WHEREAS**, feeding wildlife can cause certain species to localize activity in the vicinity of the food source, thus increasing associated negative impacts on property owners and/ or individuals within those neighborhoods; and

**WHEREAS**, Section 251.1 of Title 14 of the California Code of Regulations prohibits the harassment of any game or nongame bird or mammal or furbearing mammal, expressly including intentional acts such as feeding that disrupt the animal’s natural foraging behavior; and

**WHEREAS**, an ordinance prohibiting the intentional and negligent feeding of certain types of wildlife, as defined, and further specifying types of permissible and prohibited conduct regarding interaction with wildlife in the City, is consistent with the City’s long-standing commitment to protect and conserve biological resources and public safety.

**NOW, THEREFORE**, the City Council of the City of Davis does ordain as follows:

**SECTION 1. Recitals.** The City Council hereby adopts the recitals of this Ordinance as true and correct and such recitals are hereby incorporated by reference as though fully set forth in the text of this Ordinance.

**SECTION 2. Amendment.** Chapter 5 (“Animals and Fowl”) of the City of Davis Municipal Code is hereby amended to add Article 5.05, to read in full as set forth in the attached Exhibit “A”, incorporated by this reference.

**SECTION 3. CEQA.** The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment)

and 15061(b)(3) (the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential for resulting in the physical change to the environment, directly or indirectly.

**SECTION 4. Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases are declared unconstitutional, invalid or ineffective.

**SECTION 5. Publishing.** The City Clerk shall certify to the adoption of this Ordinance and shall cause the same or a summary thereof to be published as required by law.

**SECTION 6. Effective Date.** This Ordinance shall take effect and be in full force and effect thirty (30) days from and after the date of its final passage and adoption.

**INTRODUCED** on the \_\_\_\_ day of \_\_\_\_\_, 2018 and **PASSED AND ADOPTED** by the City Council of the City of Davis on the \_\_\_\_ day of \_\_\_\_\_, 2018 by the following vote:

## EXHIBIT “A”

### CHAPTER 5, ANIMALS AND FOWL ARTICLE 5.05, FEEDING OF CERTAIN WILDLIFE

#### 5.05.010 Purpose

Feeding of wildlife is both detrimental to wildlife health and causes a public health nuisance and safety hazard that negatively impacts public health and welfare.

This article is intended to prohibit, with exceptions, the feeding of certain wildlife within the City of Davis so as to protect public and environmental health, safety and welfare, and to prescribe penalties for failure to comply.

#### 5.05.020 Definitions

For purposes of this article, the following definitions shall apply:

“**Feed**” means to give, distribute, place, expose, deposit, or scatter any edible material with the intention of feeding, attracting, or enticing wildlife. Feeding does not include baiting in the permitted and legal take or depredation of wildlife in accordance with federal, state and local law.

“**Person**” means any individual, corporation, company, partnership, firm, association, or political subdivision of this State subject to municipal jurisdiction.

“**Wildlife**” means only coyotes, wild turkeys, foxes, skunks, raccoons, opossums, squirrels, ducks, geese, crows, and gulls.

#### 5.05.030 Feeding of Wildlife Prohibited

- (a) No person shall purposely or knowingly feed wildlife in the City of Davis, on lands either publicly or privately owned.
- (b) No person shall leave or store any refuse, garbage, pet food, seed or bird seed, fruit, meat, dairy, vegetable, grain or other food in a negligent manner likely to feed wildlife.
- (c) No person shall fail to take remedial action to cease contact or conflict with wildlife, including to secure or remove outdoor refuse, cooking grills, pet food, backyard bird feeders or any other similar food source or attractant, after being advised by a City of Davis code compliance administrator to undertake such remedial action.

#### 5.05.040 Exceptions

The prohibitions in Section 5.05.030 do not apply to:

- (a) Landscaping, gardening, and/or maintaining vegetable gardens, fruit and nut trees or other plants, so long as such activities are not conducted for the purpose of feeding wildlife as defined in this article.

- (b) Feeding of birds outdoors on private residential properties using bird feeders, to the extent authorized by law and subject to the following requirements:
- (1) Bird feeders shall be placed at least five (5) feet above the ground and shall be suspended on a cable or otherwise secured so as to prevent the bird feeders from being easily accessible to other wildlife.
  - (2) The feeding shall not substantially interfere with the rights of surrounding property owners or render other persons insecure in the use of their property.
  - (3) No person shall allow, permit or maintain an accumulation of feces on the property or surrounding properties so as to create a public nuisance.
  - (4) The area below the feeders must be kept clean and free of seed.
  - (5) No person shall knowingly allow or permit bird feeders to become an attractant for rodents or other wildlife other than birds. Notwithstanding this exception, feeding of wild turkeys is expressly prohibited.
- (c) Any State or local employee or agent authorized to implement a wildlife management program involving baiting, or any other person or business lawfully authorized to bait and trap wildlife pursuant to State law.
- (d) Any person who is the legal owner or guardian of a wildlife species maintained and confined under a valid license or permit issued by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service, and in compliance with all applicable laws.
- (e) A wildlife rehabilitator, under a valid license or permit issued by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service, who is temporarily caring for sick, injured, or orphaned wildlife in compliance with all applicable laws.
- (f) Any person who feeds trapped, injured, or orphaned wildlife between the times that a wildlife rehabilitator or agency charged with animal control is notified and the animal is picked up. Any person that discovers such trapped, injured, or orphaned wildlife must immediately notify an authorized animal control agency, and no person may intentionally keep such wildlife beyond the time reasonably necessary for animal control services to access and transport the wildlife.
- (g) Baiting, for the purpose of trapping, feral cats as part of a Yolo SPCA approved Trap-Neuter-Release program.
- (h) Any property owner baiting, for the purpose of trapping, wildlife on their property authorized by and in accordance with State law, including but not limited to trapping gophers, house mice, moles, rats, and voles pursuant to Fish and Game Code section 4005(f); taking of certain mammals found injuring crops or property pursuant to Fish and Game Code section 4152; taking of certain nongame birds and mammals such as weasels, skunks, opossum, moles and rodents pursuant to 14 CCR § 472; or as otherwise permitted and authorized by State law.

**5.05.050 Enforcement**

In addition to all other available remedies at law, this article may be enforceable through the use of the administrative citation procedures set forth in Davis Municipal Code Chapter 1, Article 1.02.

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## APPENDIX B: LIST OF SGVCOG MEMBER AGENCIES' COYOTE MANAGEMENT PLANS

- **City of Arcadia: Coyote Management Plan**
  - <https://www.arcadiaca.gov/home/showdocument?id=10024>
- **City of Montebello: Coyote Coexistence Plan**
  - [http://www.projectcoyote.org/wp-content/uploads/2017/07/Montebello\\_Coexistence\\_Plan\\_lo\\_res.pdf](http://www.projectcoyote.org/wp-content/uploads/2017/07/Montebello_Coexistence_Plan_lo_res.pdf)
- **City of Rosemead: Coyote Management Plan**
  - [http://www.cityofrosemead.org/UserFiles/Servers/Server\\_10034989/File/Gov/City%20Departments/Public%20Safety/Animal%20Control/Coyote%20Information/Coyote.pdf](http://www.cityofrosemead.org/UserFiles/Servers/Server_10034989/File/Gov/City%20Departments/Public%20Safety/Animal%20Control/Coyote%20Information/Coyote.pdf)
- **City of San Gabriel: Coyote Management Plan**
  - <http://www.sangabrielcity.com/DocumentCenter/View/7844/Coyote-Management-Plan?bidId=>
- **City of West Covina: Coyote Management Plan**
  - <https://www.westcovina.org/Home/ShowDocument?id=14526>

## APPENDIX C: COYOTE SAFETY RESPONSE PLAN TEMPLATES

This showcases the SGVCOG’s recommended five-tier coyote response plan. As mentioned previously, cities are encouraged to modify SGVCOG’s response plan to cater to the needs of their own communities; however, the levels of coyote behavior and response actions should be consistent with SGVCOG’s response plan.

COYOTE BEHAVIOR	RESPONSE LEVEL	RESPONSES
<b>Coyote heard or seen moving in public area</b>	1	Sighting report will be reviewed, and if appropriate, a response will be provided by e-mail or phone. The City would direct residents to available resources on normal coyote behavior.
<b>Coyote seen resting in public area</b>	1	Sighting report will be reviewed, and if appropriate, a response will be provided by e-mail or phone. The City would direct residents to available resources on normal coyote behavior.
<b>Coyote seen resting in public area with humans present</b>	2	The City provides resources for the resident to be educated on hazing techniques and what-to-do tips. Additionally, the City would encourage the respective municipality to work with the local community to eliminate coyote attractants.
<b>Coyote entering a yard to a home with or without pets present</b>	2	The City provides information for the household to be educated on coyote attractants, yard audit implementation, human-coyote conflict mitigation, hazing techniques, and/or pet safety information (if applicable).
<b>Coyote entering a yard and injuring or killing attended or unattended pet</b>	3	The City gathers information on specific animal involved, report on circumstances, and provide information for the household to be educated on coyote attractants, yard and neighborhood audits, and pet safety information.

<b>Coyote biting or injuring an unattended pet/pet on a leash</b>	3	The City gathers information on specific animal involved, report on circumstances, and provide information for the household to be educated on coyote attractants, yard and neighborhood audits, and pet safety information.
<b>Coyote following or approaching a person and pet (stalking)</b>	3	The City provides information for the resident to be educated on hazing techniques, what-to-do tips, yard/neighborhood audits, and pet safety information. Additionally, the City will work with the residents to eliminate coyote attractants in the area.
<b>Coyote following or approaching a person without a pet (stalking)</b>	4	The City provides information for the resident to be educated on hazing techniques, what-to-do tips, yard/neighborhood audits, and pet safety information. Additionally, the City will work with residents and local groups to eliminate coyote attractants in the area.
<b>Coyote biting or injuring a human</b>	5	The City informs the California Department of Fish and Wildlife. Residents will receive educational materials on coyote attractants, yard or neighborhood audits, hazing, and pet safety. Additionally, the City would work with the respective Humane Society, the County of Los Angeles, CDFW, elected officials, and its neighboring cities to send out mailers, partner with external stakeholders to host trainings and workshops, conduct a community meeting/town hall, and encourage the cities in the subregion to work with community groups to eliminate coyote attractants.

Other tiered coyote response systems that cities can consider are listed on the following pages as a reference.



## City of West Covina's Four-tier Colored Coyote Response System

Coyote Action	Classification	Response
Coyote heard	Unobserved Level Green	Provide educational materials and info on normal coyote behavior
Coyote observed moving in area	Sighting Level Green	Provide education materials and info on normal coyote behavior
Coyote observed resting in area	Sighting Level Green	Educate on hazing techniques, what to do tips
Coyote observed resting in area with people present	Sighting Level Yellow	If area is frequented by people, educate on normal behavior and haze to encourage animal to leave. Look for and eliminate attractants.
Coyote entering a yard without pets	Sighting Level Yellow	Educate on coyote attractants, yard audit, provide hazing info
Coyote entering a yard with pets	Encounter Level Yellow	Educate on coyote attractants, yard audit, hazing info, pet safety
Coyote entering yard and injuring or killing pet w/o people present	Pet Attack Level Orange	Gather info on specific animals involved, report circumstances, educate on coyote attractants, yard/neighborhood audits, hazing, pet safety
Coyote biting or injuring unattended pet/pet on leash longer than 6' with people present	Pet Attack Level Orange	Gather info on specific animals involved, report circumstances, educate on coyote attractants, yard/neighborhood audits, hazing, pet safety
Coyote following or approaching a person w/o pet (Stalking)	Encounter Level Red	Educate on hazing techniques and what to do tips. Removal/euthanasia considered if there is no response from the coyote to aggressive hazing, and there is evidence of recurrence.
Coyote following or approaching a person & pet (Stalking)	Encounter Level Red	Educate on hazing techniques and what to do tips and pet safety. Removal/euthanasia considered if there is no response from the coyote to aggressive hazing, and there is evidence of recurrence.

Coyote entering yard or home with people & pets, no injury occurring	Encounter Level Red	Gather info on specific animals involved, document circumstances, educate on coyote attractants, yard/neighborhood audits, hazing, pet safety. Removal/euthanasia considered depending on specific circumstances.
Coyote biting or injuring attended pet/pet on leash 6' or less	Pet Attack Level Red	Gather info on specific animals involved, document circumstances, educate on coyote attractants, yard/neighborhood audits, hazing, pet safety. City staff will inform the Los Angeles County Department of Agricultural Weights and Measures. Removal/ euthanasia recommended.
Coyote aggressive, showing teeth, back fur raised, lunging, nipping w/o contact	Threat Level Red	Gather info on specific animals involved, report circumstances, educate on coyote attractants, yard/ neighborhood audits, aggressive hazing, pet safety. City staff will inform the Los Angeles County Department of Agricultural Weights and Measures. Removal/euthanasia recommended.
Coyote biting or injuring person	Attack Level Red	Identify and gather information on specific animal involved, report circumstances, educate on coyote attractants, yard/ neighborhood audits, hazing, and pet safety. City staff will inform the Los Angeles County Department of Agricultural Weights and Measures. Removal/euthanasia recommended.

## City of San Gabriel's Adopted Coyote Behavior Classification Response System

<b>Coyote Action</b>	<b>Classification</b>	<b>Response</b>
Coyote heard	Observation	Distribute educational materials and information on normal coyote behavior
Coyote seen moving in area	Sighting	Distribute education materials and information on normal coyote behavior
Coyote seen resting in area	Sighting	If area frequented, educate people on normal behavior, haze to encourage animal to leave
Coyote following or approaching a person	Sighting Encounter	Educate on potential hazing techniques, what to do tips and pet management
Coyote following or approaching a person w/o pet	Encounter	Educate on potential hazing techniques, what to do tips and pet management
Coyote entering a yard without pets	Sighting	Educate on coyote attractants, yard audit, hazing information
Coyote entering a yard with pets	Encounter	Educate on coyote attractants, yard audit, hazing information, pet management
Coyote entering yard and injuring or killing pet	Incident	Develop hazing team in area, gather information on specific animals involved, report on circumstances, educate on coyote attractants, yard and neighborhood audits, pet
Coyote entering yard with people & pets, no injury occurring	Encounter	Gather information on specific animals involved, report circumstances, educate on coyote attractants, yard/neighborhood audits, hazing, pet management
Coyote biting or injuring pet on leash	Incident	Gather information on specific animals involved, report circumstances, educate on coyote attractants, yard/ neighborhood audits, hazing, pet
Coyote aggressive, showing teeth, back fur raised, lunging, nipping w/o contact	Incident	Gather information on specific animals involved, report circumstances, educate on coyote attractants, yard/ neighborhood audits, hazing, pet management.
Coyote biting or injuring person	Attack	Identify and gather information on specific animal involved, report circumstances, educate on coyote attractants, yard/ neighborhood audits, hazing, and pet management. If a human is attacked and physically injured by a coyote, City staff will inform the California Department of Fish and Wildlife.

## APPENDIX D: EFFECTIVE COYOTE HAZING STRATEGIES

Human behavior can shape animal behavior, in either a negative or positive manner. Residents living in close proximity to coyotes can remove coyote attractants, identify potentially dangerous situations for their pets and themselves, and respond in a manner designed to change coyote behavior. Successful hazing requires community involvement, understanding, and support. Residents should be equipped with tools and knowledge to respond consistently in their own neighborhoods, parks, and open spaces. Hazing should only take place in open spaces if residents are confirmed with an aggressive coyote.

- Hazing is a process whereby individuals make a coyote uncomfortable and choose to leave a situation where their presence is unwanted.
- Basic hazing consists of residents standing their ground, never ignoring or turning their backs to a coyote, and yelling and making unpleasant and frightening noises until the animal chooses to leave.
- More aggressive hazing consists of approaching an animal quickly and aggressively, waving arms, throwing projectiles in the direction of (but not at) the coyote, and spraying with a hose or water gun, all of which are used for creating fear of humans to encourage the animal to leave the vicinity.
- Once the act of hazing began, it must continue until the animal leaves the vicinity. Otherwise, the coyote will learn to wait until the person gives up. Not following through with hazing will create an animal more resistant to hazing instead of reinforcing the image that humans should be avoided.
- Hazing should never injure the animal. An injured animal becomes less predictable versus a normal, healthy one who responds in a consistent and predictable manner to hazing.
- Hazing should allow the coyote to return to its normal habitat in a direction that would minimize harm to the animal. Hazing the animal in the direction of other houses and busy streets should be avoided.
- Hazing uses a variety of different hazing tools. This is critical as coyotes can become accustomed to individual items and sounds.
  - Noisemaker: Voice, whistles, air horns, bells, “shaker” cans, pots, pie pans
  - Projectiles: Sticks, small rocks, cans, tennis balls, rubber balls
  - Deterrents: Hoses, spray bottles with vinegar, pepper spray, bear repellent, walking sticks

A common concern with hazing involves potential danger to the hazer. A coyote’s basic nature is very skittish and the nature of the species is what makes this technique successful. A normal, healthy coyote will not escalate a situation with an aggressive person. Hazing is not successful with every species of wild animal because different types of animals have different traits.

It is requested that residents submit a report to the local police department or city government each time they haze a coyote. Reports are most helpful when the following information is included:

- Date, location, time of day, number of coyotes
- Initial coyote behavior, hazing behavior, coyote response
- Effectiveness ratings – i.e. was the method used successful or not

- Tools and techniques used
- Additional details/comments

## GENERAL CONSIDERATIONS FOR HAZING COYOTES:

1. Levels of hazing need to be appropriately relevant to the coyote activity.
  - a. Coyotes are best left alone. Residents are encouraged to ignore coyotes if the coyotes ignore them. As with any wild animal, maintaining personal safety should be the primary goal.
  - b. Coyotes are often out late at night when few humans are present. This is a normal and acceptable coyote behavior. Hazing may not be necessary in this situation.

Exceptions: In early stages of hazing, programs should still engage animals. Coyotes that associate danger in the presence of humans under all circumstances will be reinforced to avoid contact.
2. Hazing must be more exaggerated, aggressive, and consistent when first beginning a program of hazing. As coyotes “learn” appropriate responses to hazing, it will take less effort from hazers. **Early in the process, it is extremely common for coyotes not to respond to hazing techniques.** Without a history of hazing, they do not have the relevant context to respond in the desired outcome, which is for them to leave the vicinity.
3. Techniques and tools can be used in the same manner for one or multiple coyotes. Usually there is a dominant coyote in a group who will respond - others will follow its lead. Residents should not ignore, turn their backs, or avoid hazing because there are multiple coyotes instead of a single individual coyote.
4. The more often an individual coyote is hazed by a variety of tools and techniques and a variety of residents, the more effective hazing will be in changing that animal’s future behavior.
5. Hazing must be directly associated with the person involved in the hazing actions. The coyote must be aware of where the potential threat is coming from and identifies the person.
6. Coyotes can and do recognize individual residents and animals in their territories. They can learn to avoid or harass specific individuals in response to behavior of the person and/or pet.
7. Coyotes can be routine in their habits. Identifying their normal habits can help target which habits to change. For example, the coyote patrols the same bike path at the same time in the morning three to five days a week. Hazers should concentrate on that time and place to encourage the animal to adapt its routine to decrease contact with residents.
8. Certain levels of hazing must always be maintained so that future generations of coyotes do not learn or return to unacceptable habits related to habituation to residents.
9. Human behavior must change to support hazing and continued identification and, if necessary, remove possible attractants.
10. Education about exclusion techniques including how to identify and remove attractants, personal responsibility in pet safety, and having reasonable expectations are critical parts of a coyote hazing plan.
11. Coyotes are skittish by nature. Habituated behavior is learned and reinforced by human behavior. As a rule, coyotes do not act aggressively towards aggressive people. The one exception is a sick or injured animal. Engaging a sick or injured animal can result in unpredictable behavior. If this is suspected, residents should not engage and instead remove themselves from the situation, then immediately contact the local police department.

12. Individuals involved in hazing need to be trained in explaining hazing to residents who witness the process. They also need to explain the difference between hazing and harassment of wildlife and goals of appropriate behavior for coexistence.

**APPENDIX E: YARD AUDIT CHECKLIST**

	<b>No Action Required</b>	<b>Adjustments Required</b>	<b>Recommended Action</b>
<b>FOOD</b>			Never intentionally feed a coyote.
Pet Food			Never feed pets outdoors; store all pet food securely indoors.
Water Sources			Remove water attractants, such as pet water bowls.
Bird Feeders			Remove bird feeders or clean fallen seed to reduce the presence of small mammals that coyotes prefer to eat.
Fallen Fruit			Clean up fallen fruits around trees.
Compost			Do not include meat or dairy among compost contents unless the area is fully enclosed.
BBQ Grills			Clean up food around BBQ grills after each use.
Trash			Secure trash containers with locking lids and place curbside on pickup day. Periodically clean cans to reduce residual odors.
<b>LANDSCAPING</b>			Trim vegetation to reduce hiding places for rodents and coyotes and potential denning sites.
<b>STRUCTURES</b>			Restrict access under decks and sheds, around wood piles, or any other structure that can provide cover or denning sites for coyotes or their prey.
<b>FENCING*</b>			Enclose property with six-foot fence with additional extension or roller top to deter coyotes. Ensure that there are no gaps and that the bottom of the fence extends underground six inches or is fitted with a mesh apron to deter coyotes from digging underneath. <b>*Must comply with local municipal code</b>
<b>PETS</b>			Never leave pets unattended outside. Never allow pets to “play” with coyotes. Fully enclose outdoor pet kennels. Walk pets on a leash no longer than 6 feet in length.

**MEMORANDUM OF AGREEMENT  
BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF  
GOVERNMENTS AND THE CITY OF COVINA  
FOR PARTICIPATION OF COYOTE MANAGEMENT IMPLEMENTATION PLAN**

This Memorandum of Agreement (“MOA” or “Agreement”) is made as of **October 1, 2019** by and between the City of Covina, a municipal corporation (“City”), and the San Gabriel Valley Council of Governments, a California joint powers authority (“SGVCOG”). City and SGVCOG may be referred to herein collectively as the “Parties” or individually as a “Party.”

**RECITALS:**

- A. SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley by the member cities and other local governmental agencies.
- B. City seeks to participate in a Coyote Management Implementation Plan that was developed by the SGVCOG Coyote Management Task Force.
- C. Under the Coyote Management Implementation Plan, SGVCOG would serve as an entity to provide informational coyote public outreach and education efforts, promote effective human-coyote conflict mitigation strategies, and support a robust wildlife reporting and response mechanism on behalf of City.
- D. City and SGVCOG desire to set forth the terms of their ongoing collaboration with respect to this effort in this MOA.

NOW, THEREFORE, the Parties agree as follows:

**I. TERM:**

The term of this MOA between the Parties shall commence on November 1, 2019 and shall continue through October 31, 2021. The term of this MOA may be extended by mutual written agreement of the Parties.

**II. RESPONSIBILITIES OF THE PARTIES:**

A. SGVCOG.

SGVCOG will:

- 1. Coordinate and implement community meetings/trainings every year. SGVCOG will diligently market the community meetings/trainings prior to the event dates; however, attendance levels are not guaranteed.
- 2. Conduct youth outreach and education programs for local schools.
- 3. Coordinate to send mailers to neighborhoods with high numbers of human-coyote encounters and incidents.
- 4. Manage a website or webpage that contains important and helpful information for residents and businesses regarding coyotes.



5. Maintain an online regional coyote incident reporting system for residents of City.
6. Develop and maintain a regional coyote reporting hotline.
7. Coordinate with the California Department of Fish and Wildlife, the County of Los Angeles, and other relevant external stakeholders on regional coyote management efforts.
8. Provide electronic files of coyote marketing and outreach materials.
9. Manage all invoicing and billing.
10. Submit two invoices to the City, for a not to exceed total of \$20,000 over the span of two consecutive years as follows:
  - The payment of the first invoice will be due within forty-five (45) days upon execution of the agreement for fifty percent (50%), which is \$10,000, of the total amount.
  - The second and final invoice for the remaining \$10,000 amount will be submitted on July 1, 2020 for a total of \$10,000.

B. City.

City will:

1. Participate in coordination calls and meetings with the SGVCOG and all municipalities that have entered into a Memorandum of Agreement with the SGVCOG for the Coyote Management Implementation Plan for the November 1, 2019 through October 31, 2021 term.
2. Provide a point-of-contact for the purposes of this Agreement with the name, title, and contact information of the individual. If the point-of-contact is reassigned or no longer with the City, a new point-of-contact must be designated within five (5) business days.
3. Assist with the coordination of coyote town halls, community meetings, coyote management workshops, conflict trainings, mailers, social media outreach, and youth outreach and education programs.
4. Provide a municipal meeting space or venue for events and activities within the City of Covina related to this MOA and other events within the City that are related to the Coyote Management Implementation Plan.
5. Pay all undisputed invoices submitted by SGVCOG within forty-five (45) days of receipt by City.

**III. PROJECT MANAGEMENT:**

A. Project Managers.

1. For the purposes of this MOA, SGVCOG designates the following individual as its Project Manager: Alexander Fung, Management Analyst.
2. For the purposes of this MOA, the City designates the following individual as its Project Manager: Angel Carrillo, Assistant to the City Manager

Either Party may change the designations set forth herein upon written notice to

the other Party.

**IV. DEFAULT; REMEDIES:**

- A. Default. A “Default” under this MOA is defined as any one or more of the following: (i) failure of either Party to comply with the terms and conditions contained in this MOA; and/or (ii) failure of either Party to perform its obligations set forth herein satisfactorily.
- B. Remedies. In the event of a Default by either Party, the non-defaulting Party will provide a written notice of such Default and thirty (30) days to cure the Default. In the event that the defaulting Party fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period and to the satisfaction of the non-defaulting Party, the non-defaulting Party may terminate this MOA. Such termination shall be effective immediately. The remedies described herein are non-exclusive. In the event of a Default by either Party, the non-defaulting Party shall have the right to seek any and all remedies available at law or in equity.

**V. TERMINATION:**

- A. This MOA may be terminated by either Party at any time, with or without cause, by providing written notice of termination to the other Party. Such termination will be effective thirty (30) days after such notice is received.
- B. If City terminates this MOA prior to the completion of the Coyote Management Implementation Plan when SGVCOG has not committed a Default, SGVCOG will invoice City for any costs incurred that exceed the amount initially included in the initial invoice. Total billable cost shall not exceed the total project budget.

**VI. INDEMNIFICATION:**

- A. City agrees to defend, indemnify, and hold free and harmless the SGVCOG, its elected and appointed boards, officials, officers, agents, employees, members, and volunteers, at City’s sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the SGVCOG, its elected and appointed boards, officials, officers, agents, employee members, and volunteers arising out of or relating to the acts or omissions of City in connection with this Agreement.
- B. SGVCOG agrees to defend, indemnify, and hold free and harmless the City, its elected officials, officers, agents, employees, and volunteers, at SGVCOG’s sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the City, its elected officials, officers, agents, employees, and volunteers arising out of or relating to the acts or omissions of SGVCOG in connection with this Agreement.

**VII. INSURANCE:**

- A. City and SGVCOG shall maintain and keep in full force and effect during the term of this MOA insurance or a program of self-insurance against claims for injuries to persons or damages to property which may arise in connection with City's or SGVCOG's performance of its obligations hereunder.

**VIII. OTHER TERMS AND CONDITIONS:**

- A. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by electronic mail or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVCOG: Alexander Fung  
Management Analyst  
1000 S. Fremont Avenue, Unit 42  
Building A-10N, Suite 10-210  
Alhambra, CA 91803  
(626) 457-1800  
[kward@sgvcog.org](mailto:kward@sgvcog.org)

with a copy to: Marisa Creter  
Executive Director  
1000 S. Fremont Avenue, Unit 42  
Building A-10N, Suite 10-210  
Alhambra, CA 91803  
(626) 457-1800  
[mcreter@sgvcog.org](mailto:mcreter@sgvcog.org)

To City: Angel Carrillo  
Assistant to the City Manager  
125 E. College St.  
Covina, CA 91723  
(626) 384-5415  
[acarrillo@covinaca.gov](mailto:acarrillo@covinaca.gov)

with a copy to: Brian Saeki  
City Manager  
125 E. College St.  
Covina, CA 91723  
(626) 384-5410  
[bsaeki@covinaca.gov](mailto:bsaeki@covinaca.gov)

- B. No Partnership. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the Parties. Except as otherwise specifically provided in the Agreement, neither Party shall be authorized to act as an agent of or otherwise to represent the other Party.

- C. Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter 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.
- D. Governing Law. This Agreement shall be governed by and construed under California law and any applicable federal law 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.
- E. Attorneys' Fees. In the event that there is any litigation or other legal proceeding between the Parties in connection with this Agreement, each Party shall bear its own costs and expenses, including attorneys' fees.
- F. Excusable Delays. Neither Party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquakes, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.
- G. Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. 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.
- H. Headings. The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.
- I. Assignment. Neither Party may assign its interest in this Agreement, or any part thereof, without the prior written consent of the other Party. Any assignment without consent shall be void and unenforceable.
- J. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- K. Authority to Execute. The person executing this Agreement on behalf of a Party warrant that they are duly authorized to execute this Agreement on behalf of said Party, and that by doing so the said Party is formally bound to the provisions of this

Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

FOR THE CITY OF COVINA

FOR THE SAN GABRIEL VALLEY  
COUNCIL OF GOVERNMENTS

By: \_\_\_\_\_  
Brian Saeki  
City Manager

By: \_\_\_\_\_  
Marisa Creter  
Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Marisa Creter, Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
General Counsel

**RESOLUTION CC 19-93**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN THE MEMORANDUM OF AGREEMENT WITH THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS FOR THE CITY OF COVINA’S PARTICIPATION IN THE REGIONAL SAN GABRIEL VALLEY COYOTE IMPLEMENTATION PLAN AND APPROPRIATING \$10,000 FROM GENERAL FUND RESERVES TO PAY FOR COSTS FOR PARTICIPATION FOR THE CURRENT FISCAL YEAR**

**WHEREAS**, the City of Covina (“City”) is a municipal corporation duly organized and existing pursuant to the Constitution and laws of the State of California; and

**WHEREAS**, the Fiscal Year 2020 Operating Budget is in accordance with all applicable ordinances of the City and all applicable statutes of the State; and

**WHEREAS**, appropriating these funds will increase the City Manager’s 2019-20 budget expenditures by \$10,000; and

**WHEREAS**, appropriations may be made by the City Manager, amendments (increases/decreases) to the Budget shall be by approval and Resolution of the City Council;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The Fiscal Year 2019-20 City Manager’s office is hereby amended as follows:

<b>Account Number</b>	<b>Account Title</b>	<b>Original Budget</b>	<b>Increase</b>	<b>Amended Budget</b>
1010 0300 51005	City Manager – Consulting Fees	\$10,000	\$10,000	\$20,000

**SECTION 2.** The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

**APPROVED and PASSED** this 1<sup>st</sup> day of October, 2019.

City of Covina, California

BY: \_\_\_\_\_  
JOHN C. KING, Mayor

ATTEST:

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GEORGIANNA NICOLE ALVAREZ  
Chief Deputy City Clerk

APPROVED AS TO FORM:

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CANDICE K. LEE, City Attorney

**CERTIFICATION**

I, Georgianna Nicole Alvarez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 19-93 was duly adopted by the City Council of the City of Covina at a special meeting held on the 1<sup>st</sup> day of October 2019, by the following vote:

AYES:           COUNCIL MEMBERS:  
NOES:           COUNCIL MEMBERS:  
ABSTAIN:       COUNCIL MEMBERS:  
ABSENT:        COUNCIL MEMBERS:

Dated:

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GEORGIANNA NICOLE ALVAREZ  
Chief Deputy City Clerk







Regular Meeting  
**AGENDA ITEM REPORT**

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**Meeting:** Regular Meeting - Oct 01 2019  
**Title:** Los Angeles County Fire Department Update  
**Presented By:** Brian Saeki, City Manager  
**Recommendation:** Receive and file.

**DISCUSSION:**

Staff will be providing an update regarding the Los Angeles County Fire Department as it relates to a potential parcel tax.

**FISCAL IMPACT:**

None.

Respectfully submitted,

  
\_\_\_\_\_  
Brian Saeki  
City Manager