



CITY COUNCIL

AGENDA

MONDAY, JANUARY 24, 2022

VIRTUAL REGULAR MEETING – 7:00 PM

TELECONFERENCE:

MEETING PARTICIPATION INFORMATION AND INTERPRETATION INSTRUCTIONS CAN
BE FOUND AT THE END OF THE AGENDA

CITY OF LIVERMORE YOUTUBE CHANNEL:

<https://www.youtube.com/c/CityofLivermoreCalifornia>

ZOOM WEBINAR:

<https://us02web.zoom.us/j/85106828291>

Zoom dial in phone number:

1 669 900 6833

Meeting ID: 851 0682 8291

Bob Woerner, Mayor
Regina Bonanno, Vice Mayor
Robert W Carling, Council Member
Brittini Kiick, Council Member
Trish Munro, Council Member

1. CLOSED SESSION - NONE

2. CALL TO ORDER

ROLL CALL

Council Member Robert W. Carling

Council Member Brittni Kiick

Council Member Trish Munro

Vice Mayor Regina Bonanno

Mayor Bob Woerner

PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND PRESENTATIONS

- 3.1 Proclamation proclaiming January 24 - 28, 2022 as Data Privacy Week presented to City of Livermore Cybersecurity Manager Donald Hester.

Recommendation:

Staff recommends City Council proclaim January 24 - 28, 2022 as Data Privacy Week.

Staff Report

Attachments:

- [1. Proclamation](#)

4. CITIZENS FORUM

- In conformance with the Brown Act, no City Council action can occur on items presented during Citizens Forum.
- Please log into Zoom to provide verbal public comment during the City Council Meeting.
- Comments are limited to a maximum of 3 minutes per person, per item. The Mayor may reduce the amount of time based on the number of persons wishing to speak.
- Citizens Forum will conclude after 30 minutes; however, if there are additional speakers, Citizens Forum will reconvene before the meeting adjourns.

5. CONSENT CALENDAR

Consent Calendar items are considered routine and are acted upon by the City Council with a single action. Members of the audience wishing to provide public input must use the raise hand feature.

- 5.1 Approval of draft minutes - December 16, 2021 Closed Session Special Meeting and January 10, 2022 Regular Meeting.

Recommendation:

Staff recommends the City Council approve the draft minutes.

Staff Report

Attachments:

1. [2021-12-16 Draft Special Meeting Minutes](#)
2. [2022-01-10 Draft Regular Meeting Minutes](#)

- 5.2 Resolution authorizing execution of an agreement with Kier & Wright Civil Engineers and Surveyors, Inc. to provide surveying, mapping, design, and construction engineering support for various City Projects in an amount not-to-exceed \$331,525

Recommendation:

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with Kier & Wright Civil Engineers and Surveyors, Inc. to provide surveying, mapping, design, and construction engineering support for various City Projects in an amount not-to-exceed \$331,525.

Staff Report

Attachments:

1. [Resolution](#)
2. [Exhibit A - Agreement with Kier and Wright](#)

- 5.3 Resolution authorizing execution of a purchase order with Pape Machinery for one replacement backhoe loader tractor in the not-to-exceed amount of \$179,813

Recommendation:

Staff recommends the City Council adopt a resolution authorizing execution of a Purchase Order with Pape Machinery for one replacement backhoe loader tractor in the not-to-exceed amount of \$179,813.

Staff Report

Attachments:

1. [John Deere Construction Sourcewell Contract](#)
2. [Pape - Authorized Dealer Letters](#)
3. [John Deere 410L Sourcewell Backhoe Quote](#)
4. [Resolution](#)

- 5.4 Resolution ratifying the execution of the Federal Aviation Administration American Rescue Plan Act Grant Agreement to fund the Airport Enterprise Fund due to the COVID-19 Pandemic, in the amount of \$59,000

Recommendation:

Staff recommends City Council adopt a resolution ratifying the Director of Emergency Services execution of the Federal Aviation Administration (FAA) American Rescue Plan Act Grant (ARPA) Agreement No. 3-06-0123-034-2022, to fund the Airport Enterprise Fund due to the COVID-19 Pandemic in the amount of \$59,000.

Staff Report

Attachments:

1. [Resolution](#)
2. [Exhibit A - FAA ARPA Grant Agreement](#)

- 5.5 Resolution authorizing staff to submit an application to apply for and receive funds from the California Department of Resources Recycling and Recovery (CalRecycle) to assist with the implementation of SB 1383, which targets a reduction in the disposal of organic waste, and designating the City Manager as the Signature Authority.

Recommendation:

Staff recommends the City Council adopt a resolution authorizing staff to submit an application to apply for and receive funds from the California Department of Resources Recycling and Recovery (CalRecycle) and designating the City Manager as the Signature Authority.

Staff Report

Attachments:

1. [SB 1383 Implementation Grant - Application Certification](#)
2. [SB 1383 Implementation Grant - Signature Authority](#)
3. [Resolution](#)

- 5.6 Resolution in support of the San Francisco Bay Conservation and Development Commission's Bay Adapt: Regional Strategy for a Rising Bay.

Recommendation:

Mayor Woerner recommends the City Council adopt a Resolution in support of the San Francisco Bay Conservation and Development Commission's Bay Adapt: Regional Strategy for a Rising Bay.

Staff Report

Attachments:

1. [Bay Adapt Regional Strategy for a Rising Bay](#)
2. [Resolution](#)

6. PUBLIC HEARINGS

- 6.1 7:05 P.M. - Second Public Hearing to receive an update on redistricting efforts, receive public input on the composition of City Council voting districts and communities of interest before maps are drafted, and provide initial direction to the City's demographer on the draft maps to be considered at the third public hearing

Recommendation:

Staff recommends that the City Council:

1. Receive a report from staff, the City's consultant Tripepi, Smith & Associates, Inc., and Wagaman Strategies demographer on the redistricting process;
2. Conduct the second of two public hearings to receive input on the composition of voting districts before maps are drafted; and
3. Provide initial direction to the City's demographer on the composition of draft maps.

Staff Report

Attachments:

1. [Public Comment Received - Draft Maps](#)

7. MATTERS FOR CONSIDERATION

- 7.1 Oral report from the Director of Emergency Services regarding the COVID-19 emergency, its impacts, and the governmental operations in response to that emergency, as well as discussion and direction regarding the City's emergency operations in response to that emergency.

Recommendation:

An oral report will be given at the meeting.

[Staff Report](#)

8. COUNCIL COMMITTEE REPORTS AND MATTERS INITIATED BY CITY MANAGER, CITY ATTORNEY, STAFF, AND COUNCIL MEMBERS

9. ADJOURNMENT

To a Regular City Council meeting on February 14, 2022 at 7:00 p.m., held virtually using Zoom.

10. SUPPLEMENTAL MATERIALS

- 10.1 Supplemental materials received prior to the meeting.

[Staff Report](#)

Attachments:

- [1. Supplemental Materials](#)

HOW TO PARTICIPATE IN YOUR CITY COUNCIL MEETING

You can participate in the meeting in a number of ways:

Citizens Forum is an opportunity for the public to speak regarding items not listed on the agenda.

Speakers are limited to a maximum of 3 minutes per person. To submit a comment using Zoom, you may use the 'raise hand' feature. You should be aware that the City Council is prohibited by State law from taking action on any items that are not listed on the agenda. However, if your item requires action, the City Council may place it on a future agenda or direct staff to work with you and/or report to the City Council on the issue.

Public Hearings - The topic of the hearing is typically summarized by staff, followed by questions from the City Council and a presentation by the applicant. The Mayor will then open the hearing to the public and offer an opportunity for public comments. You may use the 'raise hand' feature in Zoom and take 3 minutes to make your comments.

Other Agenda Items are also open for public input including Consent Calendar or Matters for Consideration items. These comments are also subject to the 3 minute limit.

Special Meetings, Workshops - The public will have the opportunity to address the City Council regarding the item that is the subject of the special meeting or workshop. Public comments are limited to a maximum of 3 minutes per person.

Platforms to Participate in Virtual Meetings:

Submission of Comments Prior to the Meeting:

Email Comments may be submitted by the public to the City Clerk's Office (cityclerk@cityoflivermore.net). Items received no later than 12:00 pm on the day of the meeting will be provided to the City Council and available on the City website prior to the meeting. These items will NOT be read into the record.

eComments may be submitted by the public using the eComment link [here](#). Comments may be up to 1000 characters in length and will be accepted up until 4PM the day of the meeting. These items will NOT be read into the record and are viewable by the the City Council and the public upon submittal.

Submission of Comments During the Meeting:

Speakers are limited to a maximum of 3 minutes per person. To submit a comment using Zoom, you may use the 'raise hand' feature. You should be aware that the City Council is prohibited by State law from taking action on any items that are not listed on the agenda. However, if your item requires action, the City Council may place it on a future agenda or direct staff to work with you and/or report to the City Council on the issue.

The City will be using YouTube and TV29 as two tools to provide the public access to view City Council meetings. No public comment will be accepted via YouTube.

TV29: tv29live.org

YouTube: <http://youtube.com/c/CityofLivermoreCalifornia>

Zoom Webinar: <https://us02web.zoom.us/j/85106828291>

Zoom dial in phone number:

1 669 900 6833

Meeting ID: 85106828291

If you would like to deliver written materials to the City Council as part of their electronic comments during a meeting, the speaker must identify that intent in his or her comment submitted and immediately email the materials to the City Clerk at cityclerk@cityoflivermore.net.

The **City Council Agenda and Agenda Reports** are prepared by City staff and are available for public review on Tuesday evening, six days prior to the City Council meeting in the Civic Center Library, 1188 South Livermore Avenue, Livermore, and at the City Clerk's Office, 1052 South Livermore Avenue, Livermore. The Agenda is also available on the City's website, <http://cityoflivermore.net/agenda>.

Under Government Code §54957.5, any **supplemental material** distributed to the members of the City Council after the posting of this agenda will be available for public review in the City Clerk's Office, 1052 South Livermore Avenue, Livermore, and included in the agenda packet available on the City's web site

at <http://cityoflivermore.net/agenda>.

PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (CODIFIED AT 42 UNITED STATES CODE SECTION 12101 AND 28 CODE OF FEDERAL REGULATIONS PART 35), AND SECTION 504 OF THE REHABILITATION ACT OF 1973, THE CITY OF LIVERMORE DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, ANCESTRY, SEX, DISABILITY, AGE OR SEXUAL ORIENTATION IN THE PROVISION OF ANY SERVICES, PROGRAMS, OR ACTIVITIES. TO ARRANGE AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING, PLEASE CONTACT THE ADA COORDINATOR AT ADACOORDINATOR@CITYOFLIVERMORE.NET OR CALL (925) 960-4170 (VOICE) OR (925) 960-4104 (TDD) AT LEAST THREE (3) BUSINESS DAYS IN ADVANCE OF THE MEETING.

Zoom Interpretation Instructions (Instrucciones de interpretación de Zoom)

Attachments:

[Instructions \(Instrucciones\)](#)



CITY COUNCIL STAFF REPORT

ITEM NO. 3.1

DATE: January 24, 2022
TO: Honorable Mayor and City Council
FROM: Donald Hester, Acting Administrative Services Director
SUBJECT: Proclamation proclaiming January 24 - 28, 2022 as Data Privacy Week presented to City of Livermore Cybersecurity Manager Donald Hester.

RECOMMENDED ACTION

Staff recommends City Council proclaim January 24 - 28, 2022 as Data Privacy Week.

SUMMARY

DISCUSSION

ATTACHMENTS

[1. Proclamation](#)

Prepared by: Donald Hester
Acting Administrative Services Director

Approved by:

Handwritten signature of Marc Roberts in black ink.

Marc Roberts
City Manager

Fiscal Review by:

Handwritten signature of Bhavna Chaudhary in blue ink.

Bhavna Chaudhary
City Treasurer/Finance Manager

Proclamation

of the City of Livermore

Declaring

DATA PRIVACY WEEK

January 24, 2022

WHEREAS, Data Privacy Week began as Data Privacy Day in the United States and Canada in January 2008 as an extension of the Data Protection Day celebration in Europe. Data Protection Day commemorates the January 28, 1981, signing of Convention 108, the first legally binding international treaty dealing with privacy and data protection; and

WHEREAS, privacy is the recognition that a free and democratic society respects the autonomy of individuals to choose the circumstances and degree to which individuals will expose their personal information; and

WHEREAS, many individuals and businesses are unaware of data protection and privacy laws, the risk to privacy posed by new technologies, and steps they can take to protect their personal or customer's information; and

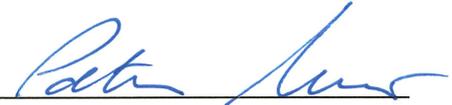
WHEREAS, striking a balance between privacy and innovation can have tremendous benefits to our society; and

WHEREAS, Data Privacy Week encourages individuals and businesses to learn about technology and the tools available to assist them in controlling their own or their customer's privacy;

NOW, THEREFORE, the City Council of the City of Livermore, recognizes January 24 - 28, 2022 as "Data Privacy Week" and encourages all residents, businesses, and employees to learn about data privacy and put that knowledge into practice to keep our connected community cyber safe.



Mayor Bob Woerner



Vice Mayor Patricia K. Munro



Council Member Gina Bonanno



Council Member Robert W. Carling



Council Member Brittni Kiick



CITY COUNCIL STAFF REPORT

ITEM NO. 5.1

DATE: January 24, 2022
TO: Honorable Mayor and City Council
FROM: Donald Hester, Acting Administrative Services Director
SUBJECT: Approval of draft minutes - December 16, 2021 Closed Session Special Meeting and January 10, 2022 Regular Meeting.

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

SUMMARY

DISCUSSION

ATTACHMENTS

- 1. [2021-12-16 Draft Special Meeting Minutes](#)
- 2. [2022-01-10 Draft Regular Meeting Minutes](#)

Prepared by: Marie Weber
City Clerk

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Bhavna Chaudhary
City Treasurer/Finance Manager

DRAFT MINUTES



CITY COUNCIL
NOVEMBER 18, 2021

CLOSED SESSION SPECIAL MEETING

1. **CALL TO ORDER** – The meeting of the City Council was called to order by Mayor Bob Woerner at 7:00 pm, held via teleconference using Zoom and YouTube.

2. **ROLL CALL** – Present: Mayor Bob Woerner, Vice Mayor Regina Bonanno, and Council Members Robert W. Carling, Brittini Kiick, and Trish Munro.

3. **ADJOURN TO CLOSED SESSION**

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE CITY COUNCIL REGARDING THE SPECIAL MEETING ITEMS.

Mayor Woerner opened the public comment period.

There were no speakers and the hearing was closed.

3.1 **PUBLIC EMPLOYEE EMPLOYMENT:** Public employee recruitment pursuant to Government Code section 54957(b).

Title of position to be filled: City Manager.

City Attorney Jason Alcala said there was no reportable action.

4. **ADJOURNMENT** – at 8:10 pm to a regular City Council meeting on January 10, 2022 at 7:00 pm, held virtually using Zoom.

APPROVED:

BOB WOERNER, MAYOR

ATTEST:

MARIE WEBER, CITY CLERK

DRAFT MINUTES



**CITY COUNCIL
JANUARY 10, 2022**

REGULAR MEETING

2. CALL TO ORDER – The meeting of the City Council was called to order by Mayor Bob Woerner at 7:00 pm, held via teleconference using Zoom and YouTube.

ROLL CALL – Present: Mayor Bob Woerner, Vice Mayor Regina Bonanno and Council Members Robert W. Carling, Brittni Kiick, and Trish Munro.

PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND PRESENTATIONS – NONE

4. CITIZENS FORUM

Mayor Woerner opened the public comment period.

Alan Marling provided a comment.

Alan Burnham provided a comment.

Pat Coyle provided a comment.

Ben Barrientos provided a comment.

Jeff Kaskey provided a comment.

There were no more more speakers and the public comment period was closed.

5. CONSENT CALENDAR

Mayor Woerner opened the public comment period.

Karl Wente provided a comment.

There were no more speakers and the public comment period was closed.

ON THE MOTION OF CM MUNRO, SECONDED BY VM BONANNO AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED THE CONSENT CALENDAR.

ATTACHMENT 2

directed to the Site Acquisition Loan described in the DDLA.

Community Development Director Paul Spence presented the staff report.

Mayor Woerner opened the public hearing.

John Marchand provided a comment.

Ben Barrientos provided a comment.

Jean King provided a comment.

Lori Souza provided a comment.

Richard Ryon provided a comment.

Alan Burnham provided a comment.

Mary Perner provided a comment.

Jeremy Troupe-Masi provided a comment.

Maryann Brent provided a comment.

Deborah McQueen provided a comment.

Lynn Naylor, Innovation Tri-Valley Leadership Group, provided a comment.

Carol Silva provided a comment.

Jim Hutchins provided a comment.

Doug Mann provided a comment.

Laning Thompson provided a comment.

Lisa Tromovitch provided a comment.

Dawn Argula, Livermore Valley Chamber of Commerce, provided a comment.

Carol Chargin provided a comment.

Steven Mirassou provided a comment.

Tracy Kronzak provided a comment.

Alan Marling provided a comment.

Bryan Wingen provided a comment.

ATTACHMENT 2

Alan Heckman provided a comment.

Mel Chiong provided a comment.

Asa Strout provided a comment.

Jeff Kaskey provided a comment.

David B. Kent provided a comment.

Karalee Brune provided a comment.

Karl Wente provided a comment.

Brandi Addington provided a comment.

Sherry Nigg provided a comment.

There were no more speakers and the hearing was closed.

ON THE MOTION OF MAYOR WOERNER, SECONDED BY CM CARLING AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTIONS:

Resolution 2022-007 declaring that two City-Owned parcels are exempt surplus land pursuant to Government Code Section 54221.

Resolution 2022-008 authorizing execution of an Amended and Restated Disposition, Development and Loan Agreement that includes a site acquisition loan in the amount of \$1,923,750 for the acquisition of 2080 Railroad Avenue, with 2205 Railroad Avenue, LLC for development of a boutique hotel and parking facility; and authorizing a supplemental appropriation in the amount of \$1,923,750 from the General Fund to be directed to the site acquisition loan described in the DDLA (APNs 098-0407-031-00, 098-0407-033-00, 098-0282-009-00).

THE CITY COUNCIL RECESSED AT 8:56 PM AND RECONVENED AT 9:10M.

7. MATTERS FOR CONSIDERATION

7.1 Oral report from the Director of Emergency Services regarding the COVID-19 emergency, its impacts, and the governmental operations in response to that emergency, as well as discussion and direction regarding the City’s emergency operations in response to that emergency.

Recommendation: An oral report was given at the meeting.

Director of Emergency Services Marc Roberts presented the staff report.

ATTACHMENT 2

Mayor Woerner opened the public comment period.

Alan Burnham provided a comment.

There were no more speakers and the public comment period was closed.

THE CITY COUNCIL RECEIVED THE REPORT AND PROVIDED GUIDANCE TO THE CITY'S LAVTA BOARD REPRESENTATIVES.

8. COUNCIL COMMITTEE REPORTS AND MATTERS INITIATED BY CITY MANAGER, CITY ATTORNEY, STAFF AND COUNCIL MEMBERS

THE MAYOR AND CITY COUNCIL MEMBERS PROVIDED A SUMMARY OF RECENTLY ATTENDED EVENTS AND MEETINGS IN ADDITION TO THE INFORMATION PROVIDED IN THE SUPPLEMENTAL PACKET.

CITY COUNCIL PROVIDED DIRECTION TO STAFF TO DRAFT A LETTER OF SUPPORT FOR ADDITIONAL FUNDING FROM THE STATE FOR LOCAL AGENCIES TO PROVIDE THEIR EMPLOYEES COVID-19 RELIEF SICK TIME.

9. ADJOURNMENT – at 11:10 pm in memory of Dr. John Shirley to a Special Closed Session City Council Meeting on January 18, 2022 at 5:00 p.m. and a Joint Special Meeting Workshop of the City Council and Planning Commission on January 20, 2022 at 5:00 p.m. both held virtually using Zoom.

APPROVED:

BOB WOERNER, MAYOR

ATTEST:

MARIE WEBER, CITY CLERK



CITY COUNCIL STAFF REPORT

ITEM NO. 5.2

DATE: January 24, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing execution of an agreement with Kier & Wright Civil Engineers and Surveyors, Inc. to provide surveying, mapping, design, and construction engineering support for various City Projects in an amount not-to-exceed \$331,525

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with Kier & Wright Civil Engineers and Surveyors, Inc. to provide surveying, mapping, design, and construction engineering support for various City Projects in an amount not-to-exceed \$331,525.

SUMMARY

This agreement covers various surveying, mapping, design, and construction engineering support for City projects, including the Railroad Ave Street Improvements Project 2021-16, El Charro Specific Plan Infrastructure Project 2007-20, I Street Garage Project 2017-15, Livermore Village Parking Garage Construction Project 586003, and Downtown Eastside Public Improvements Project 2018-56 (Hotel). Staff has negotiated this professional services agreement with Kier & Wright Civil Engineers and Surveyors, Inc. in the not-to-exceed amount of \$331,525.

DISCUSSION

This professional services agreement with Kier and Wright Civil Engineers and Surveyors will authorize the following services:

Railroad Ave Street Improvements Project 2021-16

This project involves extending the turn lane on Railroad Avenue into the existing Livermore Valley Parking Garage. Railroad Ave will be widened east of North Livermore Avenue to accommodate the widened turn lane. The eastbound turn lane on Railroad Avenue that turns left on North Livermore Avenue will also be extended. These turn lanes need to be extended per the recommendations of the 2017 traffic study completed by Fehr and Peers. The turn lanes will be sized for build-out of the downtown. Other elements of the project include modifying the traffic signals at the Railroad

Avenue/North Livermore Avenue intersection, modifying the signal at the entrance to the Livermore Valley Parking Garage, and replacing the sewer line in Railroad Avenue. Kier and Wright is currently designing the improvements under an agreement that expired at the end of 2021. Services under this new agreement include finalizing the design and providing bid and construction engineering support. Services also include certifying that the design and construction complies with accessibility requirements.

El Charro Specific Plan Infrastructure Project 2007-20

Services under the agreement include providing surveying and drafting support to finalize this mapping effort for the El Charro Specific Plan. Property corner monumentation will be set as referenced on the Final Parcel Map.

I Street Garage Project 2017-15

I Street Garage services include completing a Final Map that will merge all of the existing parcels that underlay the Livermore Valley Parking Garage and the I Street Garage. Property corners and street monuments will be set as referenced on the Final Parcel Map.

Livermore Village Parking Garage Construction Project 586003

As built surveys will be provided as needed during construction of the Livermore Village Parking Garage and surrounding site improvements. A Final Parcel Map will be prepared that includes the required utility easements for the garage. Property corners and street monuments will be set as reference on the Final Parcel Map.

Downtown Eastside Public Improvements Project 2018-56

Services include preparing a Final Parcel Map for the hotel site west of the Bankhead Theater. Property corners and street monuments will be set as referenced on the Final Parcel Map.

Kier and Wright has prepared a topographic and utility map for the Livermore Village Site. Services include updating this map as necessary as additional improvements are constructed at the site. Services also include on-call surveying services on as as-needed basis.

Kier and Wright is located in Livermore. They are familiar with survey benchmarks and property boundaries in the downtown and can respond quickly and efficiently to survey requests. Their Civil Department has designed major improvements such as the El Charro Public Infrastructure and site improvements for the I Street Garage and Livermore Village Parking Garage.

FISCAL AND ADMINISTRATIVE IMPACTS

Funding for the Capital Improvement Plan Projects is included in the FY 2021-23 budgets and will cover the cost for this agreement.

ATTACHMENTS

1. Resolution

2. Exhibit A - Agreement with Kier and Wright

Prepared by: Joel Waxdeck
Assistant City Engineer

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Bhavna Chaudhary
City Treasurer/Finance Manager

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$331,525, TO PROVIDE SURVEYING, MAPPING, DESIGN, AND CONSTRUCTION ENGINEERING SUPPORT FOR VARIOUS CITY PROJECTS

The Engineering Division requires a consultant to provide surveying, mapping, design, and construction engineering support for various City projects including Railroad Ave Street Improvements Project 2021-16, El Charro Specific Plan Infrastructure Project 2007-20, I Street Garage Project 2017-15, Livermore Village Parking Garage Construction Project 586003, and Downtown Eastside Public Improvements Project 2018-56. This Professional Services Agreement with Kier & Wright Civil Engineers and Surveyors, Inc., in the not-to-exceed amount of \$331,525, covers this work.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that the City Manager is authorized to sign, on behalf of the City of Livermore, a Professional Services Agreement with Kier & Wright Civil Engineers and Surveyors, Inc., attached hereto as Exhibit A, in an amount not-to-exceed \$331,525.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on January 24, 2022, by the following vote:

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

ATTEST:

APPROVED AS TO FORM:

Marie Weber
City Clerk

/s/ Tara M. Mazzanti
Tara M. Mazzanti
Assistant City Attorney

Exhibit A – Agreement with Kier & Wright Civil Engineers and Surveyors, Inc.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 20___, by and between the City of Livermore ("City"), a municipal corporation, and Kier & Wright Civil Engineers and Surveyors, Inc. ("Consultant"), a California corporation.

RECITALS

City requires professional services to provide various surveying, mapping, design, and construction engineering support for City projects.

Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges City has relied upon these warranties to retain Consultant.

AGREEMENT

NOW, THEREFORE, City and Consultant hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. **Retention as Consultant.** City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 3 below subject to the terms and conditions in this Agreement.
2. **Relationship of Parties – Independent Contractors.** The relationship of the parties shall be that of independent contractors. Consultant and its employees are not City officers or employees. Consultant is responsible for the supervision and management of its employees, including any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the services contemplated by this Agreement.
3. **Description of Services.** Consultant shall provide the following professional services as more particularly set forth in Exhibit "A" (collectively "the Services"):

Various surveying, mapping, design, and construction engineering support for City projects

4. **Consultant's Responsibilities.** Consultant shall:
 - (a) Diligently perform the Services in a manner commensurate with industry, professional, and community standards;
 - (b) Provide the resources necessary to complete the Services in a timely manner;
 - (c) Obtain a business license from the City of Livermore, and keep it in effect for the term of this Agreement;

(d) Obtain and keep in effect all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services;

(e) Comply with all laws in effect that are related to Consultant and the Services;

(f) Coordinate the Services with Joel Waxdeck, Assistant City Engineer ("Project Manager"), or such other person designated as the Project Manager by City;

(g) Be available to the Project Manager, and other parties referred to Consultant by the Project Manager, to answer questions or inquiries related to the Services;

(h) Only invoice City for the Services rendered. Consultant's invoice shall be in writing and describe the Services performed for the payment requested. Consultant shall not submit an invoice to City more frequently than once a calendar month;

(i) Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least 3 years from the date of final payment to Consultant and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Consultant shall make the invoices and records immediately available to City upon delivery of a written request to examine, audit, or copy them at City's place of business during normal business hours. Consultant shall give City 30 calendar-days' written notice prior to destroying the invoices and records and allow City an opportunity to take possession. If City wants them, Consultant and City shall coordinate their delivery to City in the most efficient manner possible;

(j) Prepare and submit a written report to the Project Manager, within 3 business-days of the Project Manager's written request, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services;

(k) Consultant shall correct, at its own expense, all errors in the Services. Should Consultant fail to make such correction in a timely manner, City may make the correction and charge the cost thereof to Consultant;

(l) If applicable, Consultant shall ensure that all work for compensation is provided in compliance with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages. If applicable, Consultant shall comply with all prevailing wage laws, such as sections 1773, 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the California Labor Code and any other applicable wage and hour law. If any violation of prevailing wage law associated with this Agreement is deemed to have occurred by any court or administrative authority, Consultant shall forfeit to the City, as a penalty, the sum of fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the applicable prevailing rates for any work done to accomplish the purposes of this Agreement; and,

(m) Consultant's services provided pursuant to this Agreement shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

5. Compensation and Payment.

(a) The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of \$331,525.00 ("not-to-exceed amount"). City shall compensate Consultant for the Services rendered at the hourly rates, task amounts or travel expenses set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates, task amounts or travel expenses are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

(b) City shall pay Consultant no later than 30 days after City receives a written invoice from Consultant and verifies the Services were performed for the payment requested.

6. Term. The term of this Agreement commences on January 25, 2022, and terminates upon the completion of the Services or December 31, 2024, whichever occurs first.

7. Termination by City. City may terminate any portion or all of the Services by giving Consultant at least 30 calendar-days written notice. Upon receipt of a termination notice, Consultant shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and then assemble the work on the Services for delivery to City on the termination date. All compensation for Services performed prior to the termination date shall be payable to Consultant in accordance with Section 5.

8. Ownership of Documents. All drawings, designs, data, photographs, reports and other items prepared or obtained by Consultant in the performance of the Services are City's property and Consultant shall deliver them to City upon demand.

9. Copyright and Right of Use. All items created by Consultant for City under this Agreement are works made for hire, and Consultant shall give City the copyright and all intellectual property rights to all items developed, prepared, and delivered as part of the Services. Consultant agrees that all aspects of the Services and items created thereby will be original works of creation and will not use, in whole or in part, any work created by any other party, except when expressly disclosed by Consultant to City and Consultant obtains a license to such items for the benefit of City. All licenses must be perpetual, world-wide, non-exclusive, and royalty free sufficient in scope to permit City's full use and enjoyment of its ownership rights in the items created by the Services.

10. Confidentiality. Consultant shall not disclose any confidential or proprietary information received from City to anyone except Consultant's employees who require

access to the information to perform the Services. This obligation shall survive termination and remain in full force and effect until the information, and any copies thereof, are destroyed or returned to City.

11. Defense, Indemnity, and Hold Harmless. To the fullest extent permitted by law, Consultant shall hold harmless, indemnify, and defend with counsel selected by the City or otherwise acceptable to the City, the City and its elected and appointed officials, officers, directors, employees, agents and designated volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services contemplated by this Agreement, or in connection with Consultant's failure to comply with any of its obligations contained in this Agreement, except for such Liability caused by the sole active negligence or willful misconduct of City. Consultant's obligations to hold harmless, indemnify, and defend shall not be excused because of Consultant's inability to evaluate Liability or because Consultant evaluates Liability and determines that Consultant is not liable to the claimant. These obligations are independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement. Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City.

- (a) Modification for Construction Contracts. To the extent this Agreement is a "construction contract" covered by California Civil Code section 2782, then Consultant's duty to indemnify shall not apply in a manner prohibited by California Civil Code section 2782.
- (b) Modification for Design Professional Services. To the extent this Agreement is for "design professional services" defined in California Civil Code section 2782.8, then Consultant's duties to defend and indemnify shall only apply to the extent provided for in California Civil Code section 2782.8(a), unless section 2782.8(a) is not applicable for one of the reasons set forth in 2782.8(e).

12. Insurance. Consultant shall procure and maintain insurance during the term of this Agreement in the amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, Consultant shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

13. Acceptance of Final Payment. Consultant's acceptance of final payment will release City from any and all claims and liabilities for compensation under this Agreement.

14. Acceptance of Work. City's acceptance of, or payment to Consultant for, the Services does not release Consultant from its responsibility for the accuracy, completeness, or competency of the Services, nor do the actions constitute an assumption of Consultant's responsibility or liability by City for any defect or error in the Services.

15. **Conflict of Interest.** Consultant represents that no City employee or official has a financial interest in Consultant. Consultant shall not offer, encourage, or accept any financial interest in any part of Consultant's business by or from a City employee or official during the term of this Agreement or as a result of being awarded this Agreement. If any of the Services are paid by reimbursement from an agreement between City and a private party, Consultant represents that it has not performed any work for that private party during the 12-month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.

16. **Economic Disclosure.** Consultant shall comply with City's local conflict of interest code and the Political Reform Act, and prepare and file an economic disclosure statement if the Services involve making, or participation in making, decisions which may have a material effect on the Consultants' financial interest. While it is Consultant's sole responsibility to evaluate its conflicts of interest, the Consultant nevertheless agrees to prepare and file an economic disclosure statement if requested by City.

17. **Non-Exclusive Agreement.** This is a non-exclusive agreement. City reserves the right to provide, and to retain other consultants to provide, services that are the same or similar to the Services described in this Agreement.

18. **No Assignment.** Consultant shall not assign or subcontract any of the Services without City's prior written consent. For the purposes of this section, a change of fifty-percent or more in the ownership or control of Consultant constitutes an assignment.

19. **Remedies.** All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, the Consultant must present a written claim to City in accordance with Chapter 3.42 of the Livermore Municipal Code.

20. **Construction of Language.** The terms and conditions in this Agreement have been arrived at through negotiation and each party had a full and fair opportunity to review and revise this Agreement with legal counsel. Any ambiguity in this Agreement will not be resolved against either party as the drafting party. In the event of an inconsistency or conflict between the language in the body of the Agreement and an attachment hereto, the language in the body of the Agreement controls.

21. **Entire Agreement; Modification.** This Agreement supersedes all other agreements, whether oral or written, between the parties with respect to the Services. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by City can be used in place of the original for all purposes with the same effect as if it was the original.

22. **Notice.** Notices under this Agreement must be delivered to the addresses below by deposit in the United States mail or by overnight delivery service, with postage prepaid and delivery confirmation:

TO CITY: Attention: Joel Waxdeck, Asssistant City Engineer
City of Livermore
1052 S Livermore Avenue
Livermore, California 94550

TO CONSULTANT: Attention: Joseph D. Thompson, Vice President
Kier & Wright Civil Engineers and Surveyors Inc
2850 Collier Canyon Road
Livermore, California 94551

23. **Waiver.** Failure to insist upon the strict performance of any term or conditions in this Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party.

24. **Severability.** If a court of competent jurisdiction determines a provision in this Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

25. **Survival.** The terms, conditions, and obligations in Sections 8, 9, 10, and 11 shall survive the completion or termination of this Agreement.

26. **Electronic Signatures.** By signing this document, you are agreeing that you have reviewed this disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

27. **Counterparts.** This Agreement may be executed and delivered in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email, or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals and shall be valid and effective for all purposes.

Signatures and Attachment List on the Next Page

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date first written above.

CONSULTANT:

Dated:



By: Joseph D. Thompson
Title: Vice President

12/7/21

CITY OF LIVERMORE:

Dated:

Marc Roberts
City Manager

APPROVED AS TO FORM:

Assistant/City Attorney

APPROVED AS TO INSURANCE:

Risk Manager/Analyst

Attachments:

- Exhibit A – Scope of Work
- Exhibit B – Insurance Requirements

Scope of Work
Exhibit A
Surveying, Mapping, Design and Construction Engineering Support
For Various City Projects

Railroad Ave Scope of Work

This scope of work covers design documents, and engineering services during construction for the following project elements:

- Widening of Railroad Ave, at the intersection of Railroad Ave / S Livermore Ave.
- Sidewalk revisions along the south side of Railroad Ave.
- Relocation of existing utilities where widening occurs.
- Sewer main replacement and new sewer lateral.
- Traffic signal pole relocation (3).
- Eastbound Left-Turn Lane extension at intersection and revisions to median curb and landscape.
- Eastbound Left-Turn Lane extension into existing parking garage and revisions to median.
- Revisions to curb ramps at intersection.
- CASp review of ADA accessible improvements.

Subconsultants:

Kier & Wright will be directly providing Civil Engineering and Surveying Services in addition to Project Management for the Railroad Ave Modifications. KW will utilize subconsultants for the following stated disciplines and responsibilities:

<u>Subconsultant:</u>	<u>Discipline Responsibilities</u>
Fehr & Peers	Traffic Engineer Fiber Optics Designer
Vizion Utility Partners	Joint Trench Coordination
PGA	Landscape Architect
GPPA Architects	CASp Reviewer

Schedule:

Construction Documents: January 2022 – March 2022

Construction: July 2022 – March 2023

Construction Documents:

- Provide 95% and 100% Construction Document Submittals. (KW, FP, VIZION)
- Construction documents to include drawings and specifications. (KW, FP, VIZION)
- Insert Division 0 and 1 front-end specifications. (KW)
- Provide specifications for all material in project. (KW/FP)
- Incorporate City standard specifications for all materials in the project that are covered in City Specifications. (KW, FP, VIZION)

- Provide weekly virtual meetings with the city and Design Team. Provide agenda and draft meeting minutes. **(KW)**
- CASp review at 95% and 100% Construction Document Submittals **(GPPA)**
- Provide construction cost estimate based on 95% and 100% Construction Document Sets. **(KW/FP)**
- Develop a listing of potential submittals, long lead items that could take more than four months to deliver to site after approval to be utilized during the Construction Phase. **(KW, FP, VIZION, PGA)**
- Coordination with utility agencies **(KW, VIZION)**
- Roadway striping from N Street to existing parking garage structure **(FP)**
- Limited striping improvements at the parking structure egress to reflect the revised lane geometries proposed as part of the signal modification **(FP)**
- Fiber optic design **(FP)**
- K&W and Preston Pipelines will prepare as-builts documents with photo information to include in the bid specifications as an addenda.

Bid Phase:

- Attend pre-bid meeting and respond to inquiries **(KW)**
- Prepare, if necessary, response to inquiries and addendum to bid. **(ALL)**
- Provide conformed drawings and specifications **(ALL)**

Construction Administration:

- Provide Construction Management support including review of all material and shop drawing submittals, respond to all RFI's, assist with contract change order preparation review and payment requests, and contractor's initial construction schedule and critical path items. **(ALL)**
- Provide ASIs
- Provide (2) - two CASp inspection and certification report at project Substantial Completion for on-grade parking lot **(GPPA)**
- Attend weekly meetings virtually. Weekly meetings are being attended by multiple design team partners to expedite problem solving, provide explanations, and monitor the project progress so issues can be quickly identified or addressed. **(KW)**
- Provide site visits at intervals appropriate to the stages of construction to make sure the progress of the project is in general accordance with the Contract Documents. These site visits can potentially be coupled with construction meetings. **(KW)**
- Provide record drawings in PDF and AutoCAD formats. **(ALL)**

Surveying and Mapping Scope of Work

This scope of work covers surveying and mapping services for various projects throughout Livermore and as further described below:

EL CHARRO PROJECT:

- Coordinate with City staff and attend meetings.
- Right of Way Mapping: provide surveying and drafting support to finalize this mapping effort.
- Final Parcel Map: provide surveying and drafting support to finalize this mapping effort to complete the Final Map. This includes providing original signed mylars to City and working with the Title Company to record the Final Map and any associated easements.
- Monumentation: set property corners and street monuments as referenced on the Final Parcel Map.
- Easement Documents: provide surveying and drafting support to finalize this mapping effort.
- Title Report: provide a title guarantee report at \$5,000 each with an allowance of (12) reports.
- Title Report Review: provide a review of the title report once received from the title company. All plottable easements will be added to the Right of Way map. Any new items will be addressed and discussed prior to finalizing the Right of Way Map and Final Parcel Map.
- Contractor to Build Street Monuments: hire a contractor to build (4) street monuments per City standards.

I STREET GARAGE:

- Final Parcel Map: set property corners as referenced on the Final Parcel Map. We will provide drafting services to address comments and revisions as needed to complete the Final Map. This includes providing original signed mylars to City and working with the Title Company to record the Final Map and any associated easements.
- Title Report: provide a title guarantee report at \$3,500 each with an allowance of (1) reports.
- Monumentation: set property corners and street monuments as referenced on the Final Parcel Map.
- Legal Descriptions & Plats: prepare legal descriptions and plats on an as need basis for easements which cannot be created on the Parcel Map.

L STREET GARAGE:

- As-built Services: provide surveying services to as-built improvements during and after construction. Provide all other surveying services as needed.
- Parcel Map Wavier Site Plan: provide surveying and drafting support to as needed.
- Final Parcel Map: prepare a Final Parcel Map based on an updated title report and new site plan. Provide drafting services to address comments and revisions as needed.
- Title Report: provide a title report at \$3,500 each with an allowance of (1) reports.
- Legal Descriptions & Plats: prepare legal descriptions and plats on an as need basis for agreements/easements which cannot be created on the Parcel Map.

- Monumentation: set property corners and street monuments as referenced on the Final Parcel Map.

LIVERMORE VILLAGE:

- Topographic Surveys: provide surveying and drafting support to as needed.

LIVERMORE HOTEL PROJECT:

- Parcel Map Wavier Site Plan: provide surveying and drafting support to as needed.
- Final Parcel Map: prepare a Final Parcel Map based on an updated title report and new site plan. We will also provide drafting services to address comments and revisions as needed to complete the Final Map. This includes providing original signed mylars to City and working with the Title Company to record the Final Map and any associated easements.
- Legal Descriptions & Plats: prepare legal descriptions and plats on an as need basis for agreements/easements which cannot be created on the Parcel Map, this includes assistance with recordation of easements.
- Title Report: provide a title guarantee report at \$3,500 each with an allowance of (1) reports.
- Monumentation: set property corners and street monuments as referenced on the Final Parcel Map.

As-Directed Services

ON-CALL SURVEYING SERVICES:

- Consultant to provide surveying services on an as-needed basis. A budget for \$24,000 has been allocated, which includes meetings and coordination. Potentially this can include:
 - o As-Built Surveys
 - o Topographic Surveys
 - o Property Locations
 - o Construction Conformance Surveys

EXHIBIT A

Surveying, Mapping, Design and Construction Engineering Support for Various City Projects Fee Schedule

		Civil Engineering & Surveying KW	Traffic Engineering FP	Joint Trench Consultants Vizion Utility	Landscape Architect PGA	CA\$P Review GPPA
		Fee	Fee	Fee	Fee	Fee
Railroad Ave						
	<i>Construction Document Design Phase</i>	\$17,500.00	\$8,500.00	\$2,000.00	\$1,500.00	\$6,130.00
	<i>Bldding Phase</i>	\$4,500.00	\$2,000.00	\$1,500.00	\$1,500.00	
	<i>Construction Adminstration Phase</i>	\$18,000.00	\$5,500.00	\$4,000.00	\$3,000.00	\$6,130.00
	SUB-TOTALS =	\$40,000.00	\$16,000.00	\$7,500.00	\$6,000.00	\$12,260.00
	RAILROAD AVE TOTAL (+ 15% KW MARKUP FOR SUBS) =	\$40,000.00	\$18,400.00	\$8,625.00	\$6,900.00	\$14,100.00
	TOTAL RAILROAD AVE	\$88,025.00				
Surveying Services						
	<i>El Charro</i>	\$127,000.00				
	<i>I Street Garage</i>	\$11,000.00				
	<i>L Street Garage</i>	\$50,500.00				
	<i>Livermore Village</i>	\$10,000.00				
	<i>Llivermore Hotel Project</i>	\$21,000.00				
	<i>On-Call Surveying Services</i>	\$24,000.00				
	TOTAL SURVEYING FEES =	\$243,500.00				
	GRAND TOTAL FOR CONTRACT	\$331,525.00				

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
\$2,000,000 per occurrence/**\$4,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
\$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
 Statutory limits as required by the State of California including **\$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability."
4. Professional Liability/ Cyber Liability/Errors and Omissions:
\$2,000,000 per claim. Consultant/Contractor warrants that any retroactive date under this policy shall precede the effective date of this contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

Deductibles and Self-Insured Retention

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, and designated

- volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
 3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
 4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
 6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
 7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

Consultant/Contractor shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.



DATE: January 24, 2022
TO: Honorable Mayor and City Council
FROM: Scott Lanphier, Public Works Director
SUBJECT: Resolution authorizing execution of a purchase order with Pape Machinery for one replacement backhoe loader tractor in the not-to-exceed amount of \$179,813

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing execution of a Purchase Order with Pape Machinery for one replacement backhoe loader tractor in the not-to-exceed amount of \$179,813.

SUMMARY

Based on the City of Livermore's Fleet Policy and the 25-year Fleet Replacement Plan, it is time to replace one backhoe loader tractor at Water Resources. Staff has determined that the unit that best meets the needs of the Water Resources Division is the John Deere 410L Backhoe Loader and Pape Machinery is the local Sourcewell (formally National Joint Powers Alliance, NJPA) contractor for John Deere Construction Retail Sales in Newark, California.

DISCUSSION

The backhoe loader is primarily used by the water resources division for routine and emergency underground repairs to water and sewer lines, as well as storm water channel maintenance.

The City of Livermore's Fleet Policy guideline recommends replacement of large tractors at 10 years or 6000 hours. Staff will be replacing one 2004 John Deere 410G backhoe loader, (WRD110). The replacement of this backhoe loader will lower the operating costs and reduce downtime for preventive maintenance when kept in compliance with the manufacturers' recommendation. The replacement backhoe loader will also increase efficiencies in underground work and will decrease downtime due to breakdowns on the aging unit. The purchase of this backhoe loader through a cooperative purchasing agreement will expedite the delivery of the equipment. This equipment meets the operational needs and fits the criteria specified by the City of Livermore Water Resources Division.

Pape Machinery in Newark, California is the local government dealer for John Deere Heavy Construction Equipment sales, warranty, and service in Northern California. Sections 3.14/6 in Sourcewell's

agreement with John Deere Construction Retail Sales allows the City to use a qualified dealer like Pape Machinery for a direct purchase utilizing Sourcewell Acceptance and Award contract #032119-JDC for Heavy Duty Construction Equipment.

Under LMC Section 2.68.390 of the City's Contract and Purchase Ordinance, the Administrative Services Director may purchase supplies and equipment without utilizing the quotation or bidding requirements of the Ordinance, if such purchases are based on an agreement or cooperative purchasing program entered into by any public agency or agencies situated within the state, regardless of whether the City is a named party to such an agreement or an actual participant in such a program. In such cases, the supplies and equipment purchased must be the same and be offered at the same price as the supplies, subject to the agreement or program and the underlying purchase must have been made using a quotation or bid procedure at least as restrictive as the City's.

Staff recommends purchasing this replacement John Deere backhoe loader utilizing Sourcewell Acceptance and Award contract #032119-JDC. The Sourcewell bid procedure for the heavy construction equipment meets the City's municipal code requirement, and therefore, can be awarded to Pape Machinery, the local dealer for John Deere Construction Retail Sales.

The Sourcewell Cooperative Purchasing Program assists local governments in reducing costs through this government-to-government procurement service available nationwide. This program is available to local government entities and qualifying non-profit corporations. Eligible membership and participation include states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities, and non-profit organizations. The City of Livermore is currently a registered member. The purchase through Sourcewell Acceptance and Award contract #032119-JDC will expedite the delivery of this replacement backhoe loader.

FISCAL AND ADMINISTRATIVE IMPACTS

The replacement purchase of this replacement backhoe loader is budgeted in the Fleet Internal Service Fund for FY 2021-22 and is identified in the Fleet Master 25-year Replacement plan.

ATTACHMENTS

1. [John Deere Construction Sourcewell Contract](#)
2. [Pape - Authorized Dealer Letters](#)
3. [John Deere 410L Sourcewell Backhoe Quote](#)
4. [Resolution](#)

Prepared by: Brian Harris
Public Works Supervisor

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Bhavna Chaudhary
City Treasurer/Finance Manager



SourcewellSM

Formerly the National Joint Powers Alliance (NJPA)

REQUEST FOR PROPOSAL

for the procurement of

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

RFP Opening

| March 22, 2019 |

8:30 a.m. Central Time

At the offices of Sourcewell

202 12th Street Northeast, Staples, MN 56479

RFP #032119

Sourcewell, formerly the National Joint Powers Alliance® (NJPA), on behalf of Sourcewell 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 #032119 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES. Details of this RFP are available beginning January 31, 2019. Details may be obtained by letter of request to James Voelker, Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@sourcewell-mn.gov. Proposals will be received until March 21, 2019 at 4:30 p.m. Central Time at the above address and opened | March 22, 2019 | at 8:30 a.m. Central Time.

RFP Timeline

January 31, 2019	Publication of RFP in the print and online version of <i>USA Today</i> , in the print and online version of the <i>Salt Lake News</i> within the State of Utah, in the print and online version of the <i>Daily Journal of Commerce</i> within the State of Oregon (note: OR entities this pertains to: www.sourcewell-mn.gov/compliance-legal/oregon-advertising and also RFP Appendix B), in the print and online version of <i>The State</i> within the State of South Carolina, the Sourcewell website, MERX, PublicPurchase.com, Bidding, and Onvia.
March 5, 2019 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.
March 14, 2019	Deadline for RFP questions.
March 21, 2019 4:30 p.m. CT	Deadline for Submission of Proposals. Late responses will be returned unopened.
March 22, 2019 8:30 a.m. CT	Public Opening of Proposals.

Direct questions regarding this RFP to: James Voelker at james.voelker@sourcewell-mn.gov or 218-895-4191.

TABLE OF CONTENTS

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

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 Sourcewell 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 Sourcewell 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 Sourcewell's website; and 4) on other third-party websites deemed appropriate by Sourcewell. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

2.2 Sourcewell 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 SOURCEWELL

3.1 Sourcewell, formerly 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, Sourcewell 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 Sourcewell Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of Sourcewell cooperative procurement contracts can be found at www.sourcewell-mn.gov.

3.3 Sourcewell is a public agency governed by publicly elected officials that serve as the Sourcewell Board of Directors. Sourcewell'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 Sourcewell currently serves over 50,000 member agencies nationally. Both membership and utilization of Sourcewell 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 Sourcewell 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 Sourcewell 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 www.sourcewell-mn.gov/compliance-legal.

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 Sourcewell member agencies.

3.6.2 Sourcewell 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 Sourcewell Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by a Sourcewell Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 Sourcewell 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 Sourcewell: Sourcewell seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of Sourcewell and its Member agencies. Through a competitive proposal and evaluation process, the Sourcewell Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the Sourcewell Chief Procurement Officer. Sourcewell's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for Sourcewell 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 Sourcewell. Contracts are expected to offer price levels reflective of the potential and collective volume of Sourcewell and the nationally established Sourcewell membership base.

3.11 Beyond our primary intent, Sourcewell 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 Sourcewell's discretion and results from Sourcewell's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If Sourcewell grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended

ATTACHMENT 1

contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, Sourcewell may petition Sourcewell'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 Sourcewell and Sourcewell 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 Sourcewell and the Sourcewell Member agencies.

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

3.13 Non-Manufacturer Awards: Sourcewell 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 Sourcewell 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 Sourcewell, 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 Sourcewell and its Member agencies nationally within the scope of HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES.

3.17 Additional Scope Definitions: In addition to HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES, **this solicitation should be read to include, but not to be limited to:**

ATTACHMENT 1

3.17.1 Subject to section 3.17.2 below, the following types of heavy construction equipment: wheeled, tracked, and backhoe loaders, motor graders, wheeled and tracked excavators, bulldozers, compactors, scrapers, articulated and rigid haulers, cranes, highway-class asphalt pavers, screeds, pavement milling machines, and rollers.

3.17.2 A Proposer must meet **at least one** of the following four requirements to be considered within scope of this solicitation. For purposes of Section 3.17.2 and its subsections, the term “published” means that the information is readily available through the proposer’s printed literature or website and that the proposer has verified the accuracy of the information:

3.17.2.1 At least one wheel loader with published net horsepower (HP) of at least 330 HP, and a crawler excavator with published net HP of at least 500 HP and maximum operating weight of at least 150,000 lbs.

3.17.2.2 At least one motor grader with a published maximum operating weight of at least 30,000 lbs.

3.17.2.3 At least one crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet.

3.17.2.4 At least one highway-class asphalt paver with a published maximum operating weight of at least 19,000 lbs.

3.17.3 Sourcewell reserves the right to limit the scope of this solicitation for Sourcewell and current and potential Sourcewell member agencies.

3.17.3.1 This solicitation should **NOT** be construed to include any of the following:

- a. Construction services
- b. Equipment accessory, attachment and supply only solutions, or
- c. Vendors whose primary business is covered under categories included in the following Sourcewell RFPs:
 - i. Medium Construction Equipment with Related Accessories, Attachments, and Supplies (See Sourcewell RFP #042815)
 - ii. Portable Construction and Maintenance Equipment and Trailers with Related Accessories, Attachments, and Supplies (See Sourcewell RFP #052015)
 - iii. Grounds Maintenance Equipment, Attachments, Accessories, and Related Services (See Sourcewell RFP #062117)
 - iv. Forklifts, Lift Trucks, and Related Material Handling Equipment, Attachments, Accessories, and Services (See Sourcewell RFP #101816)
 - v. Roadway Maintenance Equipment with Related Accessories, Attachments, Materials, and Supplies (See Sourcewell RFP #052417)
 - vi. Public Utility Equipment with Related Accessories and Supplies (See Sourcewell #012418)

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 Sourcewell, from time to time and in its sole discretion, to determine their compliance and fall within the original “Scope” as intended by Sourcewell.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of Sourcewell 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 Sourcewell and Sourcewell 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 Sourcewell and Sourcewell 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 Sourcewell Members in all 50 states are preferred. Sourcewell requests proposers submit their entire line of products and services as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: Sourcewell 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 Sourcewell and its current or qualifying future Sourcewell 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 Sourcewell and its Members. Sourcewell 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 Sourcewell, and current and potential Sourcewell Members, only those products/equipment and services specifically awarded on their Sourcewell Awarded Contract(s). Awarded Vendors may not offer as “contract compliant,” products/equipment and services which are not specifically identified and priced in their Sourcewell Awarded Contract.

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

3.23.1 Scope of Equipment/Products/Services: Sourcewell 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 Sourcewell current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: Sourcewell 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 Sourcewell and Sourcewell Members are possible. Examples could include:

3.23.3.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where Sourcewell or Sourcewell 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 Sourcewell and Sourcewell 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 Sourcewell 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 Sourcewell Members’ needs.

3.23.4 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of Sourcewell and its Members within the scope of this RFP. Sourcewell prefers Proposers submit their complete product line of products and services described in the scope of this RFP. Sourcewell 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 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES to Sourcewell and Sourcewell Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to Sourcewell 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 Sourcewell’s option, a Contract resulting from this RFP will become effective either on the date awarded by the Sourcewell Executive Director and Chief Procurement Officer or on the day following the expiration date of an existing Sourcewell procurement contract for the same or similar product/equipment and services.

3.25.1 Sourcewell 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 Sourcewell to Vendor beyond the original four year term if Sourcewell deems such action to be in the best interests of Sourcewell and its Members. Sourcewell reserves the right to conduct periodic business reviews throughout the term of the contract.

3.26 Minimum Contract Value: Sourcewell anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. Sourcewell does not guarantee usage. Usage will depend on the actual needs of the Sourcewell 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 Sourcewell Members who choose to utilize this Sourcewell 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 Sourcewell the opportunity to evaluate each proposal thoroughly, Sourcewell 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 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of Sourcewell 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 Sourcewell 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 Sourcewell 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 Sourcewell 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 Sourcewell 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 Sourcewell solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a "Solutions-Based Solicitation." Sourcewell expects respondents to understand and anticipate the current and future needs of Sourcewell 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 Sourcewell and our member agencies within the defined scope of this RFP.

3.37 While Sourcewell 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. Sourcewell 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 Sourcewell's competitive contracting process. Only answers issued by written addendum by Sourcewell to questions asked before the deadline for questions 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 Sourcewell. 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 Sourcewell.

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 "Sourcewell, 202 12th Street NE Staples, MN 56479."

4.9 All proposals must be physically delivered to Sourcewell 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, Sourcewell'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 Sourcewell form and that the document is readable by Sourcewell.

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

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to Sourcewell and prominently identifying the proposal number, proposal category name, the message "**Hold for Proposal Opening,**" and the deadline for proposal submission. Sourcewell 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 on the Sourcewell 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, Proposers should promptly notify Sourcewell of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by Sourcewell 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 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES to James Voelker at Sourcewell, 202 12th Street NE, Staples, MN 56479 or to RFP@sourcewell-mn.gov. You may also call James Voelker at 218-895-4191. Sourcewell 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. Sourcewell may, however, field purely procedural questions, questions about Sourcewell-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

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

4.17 If Sourcewell 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 Sourcewell that modify or interpret the RFP. All addenda issued by Sourcewell 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. Sourcewell accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the Sourcewell website at www.sourcewell-mn.gov (under "Solicitations") and from the Sourcewell 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 Sourcewell 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 Sourcewell Procurement Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to Sourcewell 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 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES will be received by Chris Robinson, Procurement Manager, at Sourcewell 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 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **Sourcewell documents the receipt of proposals by immediately time- and date-stamping them.** At the time of the public opening,

the Sourcewell Director of Procurement or a representative from the Sourcewell Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

I. SOURCEWELL'S RIGHTS RESERVED

4.24 Sourcewell 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 Sourcewell, and 3) the modifications make the terms of the proposal more favorable to Sourcewell 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 Sourcewell, 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 Sourcewell;

4.24.8 Correct or amend the RFP at any time with no cost or penalty to Sourcewell. If Sourcewell 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. Sourcewell 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 Sourcewell 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, Sourcewell makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$200 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 Sourcewell.

5.3 Regardless of the payment method selected by Sourcewell or an Sourcewell 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 Sourcewell 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 Sourcewell, 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 Sourcewell. 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 Sourcewell 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 Sourcewell 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 Sourcewell. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an Sourcewell 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 Sourcewell 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 Sourcewell 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 Sourcewell or Sourcewell 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 Sourcewell awarded contract, and that this information is provided to either Sourcewell or an Sourcewell Member. Sourcewell 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 a Sourcewell 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 Sourcewell Price and Product Change Request Form (located at the end of this RFP and on the Sourcewell website), signed by an authorized Vendor representative. All changes are subject to review and approval by Sourcewell. Submit your requests through email to your assigned Contract Manager and to PandP@sourcewell-mn.gov.

5.30 Sourcewell will determine whether the request is both within the scope of the original RFP and in the best interests of Sourcewell and Sourcewell 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 Sourcewell product and price change naming convention: (Vendor Name) (Sourcewell 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 Sourcewell 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:* Sourcewell 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 Sourcewell Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, Sourcewell 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. Sourcewell 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, Sourcewell 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 Sourcewell 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 Sourcewell or Sourcewell Members. Sourcewell and Sourcewell 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 Sourcewell or the Sourcewell Member.

5.53 Sourcewell 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 Sourcewell Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the Sourcewell 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 Sourcewell 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 Sourcewell 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 Sourcewell Members’ needs. Pricing points may be awarded based on pricing clarity and ease of use. Sourcewell may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

6.3 The Sourcewell Executive Director and Chief Procurement Officer 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, Sourcewell has no obligation to consider information that is not provided in the Proposer's response. Sourcewell 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 Sourcewell may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, Sourcewell might receive numerous submissions for "Widgets and Related Products and Services." Sourcewell 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. Sourcewell 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 Sourcewell 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 Sourcewell Members.

6.12 [This section is intentionally blank.]

6.13 Sourcewell 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 Sourcewell will return such products after the evaluation process. Sourcewell 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 Sourcewell reserves the right to reject any or all proposals.

E. COST COMPARISON

6.16 Sourcewell may use a variety of evaluation methods, including cost comparisons of specific products. Sourcewell 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. Sourcewell will select the "Market Basket" from all appropriate product categories as determined by Sourcewell.

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 Sourcewell 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. Sourcewell 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 Sourcewell 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 Sourcewell 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 Sourcewell encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, Sourcewell 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 Sourcewell contract to current and potential Members nationwide. Sourcewell 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 Sourcewell trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. Sourcewell commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of Sourcewell to offer the contract to its Members, the value and utility the contract delivers to Sourcewell Members, the scope of Sourcewell Membership, the authority of

ATTACHMENT 1

Members to use Sourcewell 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 Sourcewell contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the Sourcewell contract, as well as the internal procedures needed to deliver the appropriate messaging to Sourcewell Members. Sourcewell 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 a Sourcewell contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with Sourcewell at Sourcewell-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 Sourcewell contract to current and potential Sourcewell Members. Sourcewell requires awarded Vendors to embrace and actively promote the contract in cooperation with Sourcewell.

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 Sourcewell 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 Sourcewell 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 Sourcewell Members is desired whenever possible.

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

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate Sourcewell 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 Sourcewell.

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 Sourcewell 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, Sourcewell 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. Sourcewell 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. Sourcewell 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 Sourcewell 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 Sourcewell 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 Sourcewell’s Members.

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

6.29 Vendors will pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating this Contract with its current and potential Members. Sourcewell may grant a conditional contract award to a

ATTACHMENT 1

Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for Sourcewell 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 Sourcewell Members under this Contract, including anything represented to Sourcewell 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 Sourcewell 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 Sourcewell's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 The typical administrative fee under this Contract is two percent (2%). While Sourcewell 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. Sourcewell acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

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

6.29.6 [This section is intentionally blank.]

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 Sourcewell'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 Sourcewell 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 Sourcewell and Sourcewell Members under a Contract will be evaluated positively by Sourcewell and reflected in the "value added" area of the evaluation.

6.35 Environmentally Preferred Purchasing Opportunities: Many Sourcewell Members consider the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proposers will be evaluated positively by Sourcewell 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 Sourcewell 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 Sourcewell 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 Sourcewell Members and the awarded Vendor (or Vendor's sub-contractors) under this Contract. Sourcewell Members and Vendors must indicate on the face of such purchase orders that "This purchase order is issued under Sourcewell contract #XXXXXX" (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between Sourcewell 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 Sourcewell, Sourcewell 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 Sourcewell, the Member, and the Vendor agree to a Contract amendment or similar modification.

7.4 Specialized Service Requirements. In the event that the Sourcewell 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 Sourcewell 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 Sourcewell Member and Vendor. Sourcewell, 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. Sourcewell 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, Sourcewell 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 Sourcewell'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. SOURCEWELL MEMBER SIGN-UP PROCEDURE

7.7 Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of Sourcewell membership documentation and will encourage and assist potential Members in establishing membership with Sourcewell. Sourcewell 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 Sourcewell 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 Sourcewell 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 Sourcewell contracts. Nonetheless, the Vendor must retain and make available to Sourcewell all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. Sourcewell must not request such information more than once per calendar year, and Sourcewell must make such requests in writing with at least fourteen (14) days' notice. Sourcewell 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 Sourcewell or its agents in order to ensure compliance with this Contract.

E. HUB PARTNER

7.10 Hub Partner: Sourcewell Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an Sourcewell 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: Sourcewell 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 [Sourcewell Member name].”

F. TRADE-INS

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

G. OUT OF STOCK NOTIFICATION

7.13 The Vendor must immediately notify Sourcewell 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 Sourcewell 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, Sourcewell 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 Sourcewell reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, Sourcewell 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 Sourcewell 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 Sourcewell 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 Sourcewell. If the Vendor fails to reasonably address all issues in the written notice, Sourcewell may terminate the Contract immediately. If Sourcewell allows the Vendor more time to remedy the breach, such forbearance does not limit Sourcewell’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 Sourcewell may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to Sourcewell any litigation, bankruptcy, or

suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes Sourcewell to immediately terminate the Contract.

7.17 Sourcewell 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 Sourcewell may immediately terminate any Contract without further obligation if any Sourcewell employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of Sourcewell has colluded with any Proposer for personal gain. Sourcewell 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 Sourcewell. Such terminations are effective upon written notice from Sourcewell 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 Sourcewell. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential Sourcewell Members.

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

8.3 Sourcewell Compliance with Minnesota Procurement Law: Sourcewell has designed its procurement process to comply with best practices in the State of Minnesota. Sourcewell'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 Sourcewell Member must make its own determination whether Sourcewell'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 Sourcewell contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims that arise against Sourcewell pertaining to this RFP, and any resulting contract that develops between Sourcewell 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. Sourcewell'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 Sourcewell 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 Sourcewell and Sourcewell Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, Sourcewell, or Sourcewell Members by any person on account of the use or sale of any articles by Sourcewell or Sourcewell 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 Sourcewell. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of Sourcewell. Sourcewell will notify Members by posting approved assignments on the Sourcewell website (www.sourcewell-mn.gov).

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. Sourcewell 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 Sourcewell 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 Sourcewell's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, Sourcewell 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 Sourcewell'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 Sourcewell Legal Department will review the request to determine whether the information can be withheld or redacted. If Sourcewell determines that it must disclose the information upon a proper request for such information, Sourcewell 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 Sourcewell, its agents, and employees, from any judgments or damages awarded against Sourcewell 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 Sourcewell 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 vendor, Sourcewell Executive Director and Chief Procurement Officer 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 Sourcewell and Sourcewell 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 Sourcewell and Sourcewell 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 Sourcewell or a Sourcewell 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 Sourcewell to take action or to assert any right hereunder does not constitute a waiver of such right.

L. PROTESTS OF AWARDS MADE

8.25 Any protests must be filed with Sourcewell'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 Sourcewell 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 Sourcewell 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 a Sourcewell 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 Sourcewell or Sourcewell 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 Sourcewell or Sourcewell 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 Sourcewell 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; AIRPORT IMPROVEMENT PROGRAM PROVISIONS

8.31 Procurements by Sourcewell or Sourcewell 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 Sourcewell Member purchases using federal grant or contract dollars. Sourcewell Members may also require Proposers to enter into ancillary agreements, in addition to the Sourcewell 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. Sourcewell 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.

Sourcewell 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.

Sourcewell reserves the right to terminate any agreement resulting from this procurement process pursuant to Sourcewell RFP sections 7.13 and 7.17. Prior to any termination for cause, Sourcewell will provide written notice to the Proposer, opportunity to respond and opportunity to cure. Sourcewell 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 Sourcewell 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 Sourcewell 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).

ATTACHMENT 1

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 Sourcewell 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 agrees to comply with 49 U.S.C. § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list. Purchases made in accordance with the Buy American Act shall follow the applicable procurement rules calling for free and open competition.

8.44 Title VI Solicitation Notice. Sourcewell, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises or airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

8.45 Trade Restriction Certification. To the extent applicable, Proposer will comply with the provision in 49 U.S.C. § 50104 regarding certification and notice requirements for firm ownership or control by one or

ATTACHMENT 1

more citizens of a foreign county listed by the Office of the United States Trade Representative as discriminating against U.S. firms.

8.46 Procurement of Recovered Materials. To the extent applicable, Proposer agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247.

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

9 FORMS

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Form A



PROPOSER QUESTIONNAIRE- General Business Information
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____ Questionnaire completed by: _____

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

Name: _____ E-Mail address: _____

Please answer and submit the electronic version of the questions below in Microsoft Word® This allows Sourcewell evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation). 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 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES industry.
- 3) Provide a detailed description of the products and services that you are offering in your proposal.
- 4) What are your company’s expectations in the event of an award?
- 5) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.
- 6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- 7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
 - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
 - b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
- 9) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
- 10) Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.
- 11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

- 12) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 13) Supply three references/testimonials from your customers who are eligible for Sourcewell 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 Sourcewell 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 employees (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 Sourcewell 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 Sourcewell 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.

ATTACHMENT 1

- 25) In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?
- 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 Sourcewell 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) certifications that your company or hub partners have obtained.
- 31) What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?
- 32) Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.
- 33) Sourcewell 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 Sourcewell or included in the final contract. Sourcewell 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	Sourcewell ACCEPTS

Proposer’s Signature: _____ **Date:** _____

Sourcewell’s clarification on exceptions listed above:



FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

CAGE Code/DUNS: _____

Contact Person: _____ Title: _____

Authorized Signature: _____
(Name printed or typed)

FORM E

CONTRACT ACCEPTANCE AND AWARD

ATTACHMENT 1



(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 #: 032119-XXX

Proposer's full legal name: TBD

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 MM DD, YYYY and will expire on MM DD, YYYY (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:

SOURCEWELL DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on MM DD, YYYY

Sourcewell Contract # 032119-XXX

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name _____

Authorized Signatory's Title _____

VENDOR AUTHORIZED SIGNATURE

(NAME PRINTED OR TYPED)

Executed on _____, 20__

Sourcewell Contract # 032119-XXX

**Form F****PROPOSER ASSURANCE OF COMPLIANCE****Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell 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 Sourcewell, or any person, firm, or corporation under contract with Sourcewell, 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 Sourcewell 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 Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell 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 Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

ATTACHMENT 1

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____



Form G

OVERALL EVALUATION AND CRITERIA

For the Proposed Subject **HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES**

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
TOTAL POINTS	1000	

Reviewed by: _____ Its _____
 _____ Its _____

**Form P****PROPOSER QUESTIONNAIRE****Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell 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 Sourcewell 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 Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind

that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- 10) The pricing offered in this proposal is
 - _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer.
- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.
- 14) If travel expense, delivery or shipping is an additional cost to the Sourcwell Member, describe in detail the complete travel expense, shipping and delivery program.
- 15) Specifically describe those travel expense, 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 Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell.
- 18) Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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 any industry-specific quality management system certifications obtained by your organization.
- 20) Describe any environmental management system certifications obtained by your organization.
- 21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Signature: _____ Date: _____



10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required – Flash Drive or CD
	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 Sourcewell	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: Sourcewell, 202 12 th St NE, PO Box 219 Staples, MN 56479		

11 SOURCEWELL 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 Sourcewell Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the Sourcewell Procurement Manager and to approval by Sourcewell’s Chief Procurement Officer. Submit request through email to your assigned Sourcewell Contract Administrator.

Sourcewell will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of Sourcewell and Sourcewell 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 Sourcewell product/price change naming convention: (Vendor Name) (Sourcewell 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: Sourcewell 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

SOURCEWELL 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 Sourcewell contract pricing.

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Vendor's Contract Administrator.

Yes No

Section 5. Signatures

Vendor Authorized Signature

Date

Print Name and Title of Authorized Signer

Jeremy Schwartz
Sourcewell Director of Cooperative Contracts and Procurement/CPO

Date



Appendix A

Sourcewell on behalf of itself and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

https://www.census.gov/2010census/partners/pdf/FIPS_StateCounty_Code.pdf

<http://nccs.urban.org/sites/all/nccs-archive/html//PubApps/search.php>

<https://www.usa.gov/tribes#item-37647>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

[Oregon](#)

[Hawaii](#)

[Washington](#)



Appendix B - Political Subdivision List for HI, ID, OR, SC, UT, WA

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
County	County	County	County	County	County
Hawaii County	Ada County	Baker County	Abbeville County	Beaver County	Adams County
Kauai County	Bannock County	Benton County	Aiken County	Box Elder County	Asotin County
Municipality	Benewah County	Central Oregon Intergovernmental Council	Allendale County	Cache County	Benton County
City and County of Honolulu	Bingham County	Clackamas County	Anderson County	Carbon County	Chelan County
Higher Education	Blaine County	Clackamas County Service District No. 1	Bamberg County	Daggett County	Clallam County
Hawaii Community College	Boise County	Clatsop County	Barnwell County	Davis County	Clark County
Honolulu Community College	Bonner County	Columbia County	Beaufort County	Duchesne County	Columbia County
University of Hawaii	Bonneville County	Coos County	Berkeley County	Duchesne County Special Service District No. 2	Cowlitz County
University of Hawaii Research Corporation	Butte County	Crook County	Calhoun County	Emery County	Douglas County
Windward Community College	Butte County	Curry County	Catawba Regional Council of Governments	Five County Association of Governments	Ferry County
Education (K-12)	Butte County	Deschutes County	Central Midlands Council of Governments	Garfield County	Franklin County
Hanalei Schools	Camas County	Douglas County	Charleston County	Grand County	Garfield County
Kamehameha Schools	Canyon County	Gilliam County	Cherokee County	Iron County	Grant County
Special District	Caribou County	Grant County	Chester County	Juab County	Grays Harbor County
Hawaii Community Development Authority	Cassia County	Harney County	Chesterfield County	Kane County	Island County
Hawaii Public Housing Authority	Clark County	Hood River County	Clarendon County	Millard County	Jefferson County
Hawaii Tourism Authority	Clearwater County	Jackson County	Colleton County	Morgan County	King County
Honolulu Authority for Rapid Transportation	Custer County	Jefferson County	Darlington County	Piute County	King County Directors' Association
Natural Energy Laboratory of Hawaii Authority	Dillon County	Josephine County	Dillon County	Rich County	Kitsap County
State	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	Sangre de Cristo 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	Hampton County	Utah County	Pend Oreille County
	Kootenai County	Marion County Housing Authority	Horry County	Wasatch County	Pierce County
	Latah County	Morrow County	Jasper County	Washington County	San Juan County
	Lemhi County	Multnomah County	Kershaw County	Wayne County	Skagit County
	Lewis County	Polk County	Lancaster County	Weber County	Skamania County
	Lincoln County	Sherman County	Laurens County	Municipality	Snohomish County
	Madison County	Tillamook County	Lee County	Centerfield City	Spokane County
	Minidoka County	Umatilla County	Lexington County	City of Alpine City	Stevens County
	Nez Perce County	Lower Savannah Council of Governments	Union County	City of American Fork	Thurston County
	Oneida County	Wallowa County	Marion County	City of Aurora	Thurston Regional Planning Council
	Owyhee County	Wasco County	Marlboro County	City of Ballard	Wahkiakum County
	Payette County	Washington County	McCormick County	City of Beaver	Walla Walla County
	Power County	Wheeler County	Newberry County	City of Blanding	Whatcom County
	Shoshone County	Yamhill County	Oconee County	City of Bluffdale	Whitman County
	Teton County	Municipality	Orangeburg County	City of Bountiful	Yakima County
	Twin Falls County	City of Adair Village	Pickens County	City of Brigham	Yakima County Public Services
	Valley County	City of Albany	Richland County	City of Castle Dale	Yakima Valley Conference of Governments
	Washington County	City of Amity	Saluda County	City of Cedar City	Municipality
	Municipality	City of Arlington	Spartanburg County	City of Cedar Hills	City of Aberdeen
	City of Aberdeen	City of Ashland	Sumter County	City of Centerville	City of Airway Heights
	City of Albion	City of Astoria	Union County	City of Clearfield	City of Algona
	City of American Falls	City of Athena	Williamsburg County	City of Clinton	City of Anacortes
	City of Ammon	City of Aumsville	York County	City of Coalville	City of Arlington
	City of Arco	City of Aurora	Municipality	City of Colorado City	City of Asotin
	City of Arimo	City of Baker City	City of Abbeville	City of Corinne City	City of Auburn
	City of Ashton	City of Bandon	City of Aiken	City of Cottonwood Heights	City of Bainbridge Island
	City of Athol	City of Banks	City of Anderson	City of Delta	City of Battle Ground
	City of Atomic City	City of Bay City	City of Barnwell	City of Draper	City of Bellevue
	City of Bancroft	City of Beaverton	City of Beaufort	City of Duchesne	City of Bellingham
	City of Bellevue	City of Bend	City of Belton	City of East Carbon	City of Benton City
	City of Blackfoot	City of Boardman	City of Bennettsville	City of Elk Ridge	City of Bingen
	City of Bliss	City of Brookings	City of Bishopville	City of Elmo	City of Black Diamond
	City of Bloomington	City of Brookingsville	City of Camden	City of Enoch	City of Blaine
	City of Boise	City of Burns	City of Cayce	City of Enterprise	City of Bonney Lake
	City of Bonners Ferry	City of Burns	City of Charleston	City of Ephraim	City of Bothell
	City of Bovill	City of Canyon Beach	City of Canby	City of Escalante	City of Bremerton
	City of Buhl	City of Canyonville	City of Chester	City of Eureka	City of Brewster
	City of Burley	City of Carlton	City of Clemson	City of Fairview	City of Bridgeport
	City of Caldwell	City of Cascade Locks	City of Clinton	City of Farmington	City of Brier
	City of Cambridge	City of Cave Junction	City of Columbia	City of Farr West	City of Buckley
	City of Carey	City of Central Point	City of Conway	City of Ferron	City of Burien
	City of Cascade	City of Chiloquin	City of Darlington	City of Fillmore	City of Burlington
	City of Castledale	City of Clatskanie	City of Denmark	City of Fountain Green	City of Camas
	City of Challis	City of Clatskanie	City of Dillon	City of Fruit Heights	City of Carnation
	City of Chubbuck	City of Clatskanie	City of Easley	City of Garland	City of Cashmere
	City of Clayton	City of Clatskanie	City of Florence	City of Grantsville	City of Castle Rock
	City of Clifton	City of Clifton	City of Folly Beach	City of Green River	City of Centralia
	City of Coeur d'Alene	City of Coos Bay	City of Forest Acres	City of Gunnison	City of Chehalis
	City of Council	City of Coquille	City of Fountain Inn	City of Harrisville	City of Chelan
	City of Craigmont	City of Cornelius	City of Gaffney	City of Heber City	City of Cheney
	City of Crouch	City of Corvallis	City of Georgetown	City of Helper City	City of Chewelah

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	City of Culesac	City of Cottage Grove	City of Goose Creek	City of Herriman	City of Clarkston
	City of Dalton Gardens	City of Cove	City of Greenville	City of Highland	City of Cle Elum
	City of Dayton	City of Creswell	City of Greenwood	City of Hillside	City of Clyde Hill
	City of Deary	City of Culver	City of Greer	City of Holladay	City of Colfax
	City of Dietrich	City of Dallas	City of Hanahan	City of Honeyville	City of College Place
	City of Donnelly	City of Damascus	City of Hardeeville	City of Hooper	City of Colville
	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 Irwin	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 Duval
	City of Fernan Lake Village	City of Eagle Point	City of Lorris	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 London	City of Electric City
	City of Fruitland	City of Estacada	City of Mullins	City of Logan	City of Elensburg
	City of Garden City	City of Eugene	City of Myrtle Beach	City of Manti	City of Elma
	City of Genesee	City of Fairview	City of New Ellenton	City of Mapleton	City of Entiat
	City of Georgetown	City of Falls City	City of Newberry	City of Marriott-Slaterville	City of Enumclaw
	City of Glenns Ferry	City of Florence	City of North Augusta	City of Mendon	City of Ephrata
	City of Gooding	City of Forest Grove	City of North Charleston	City of Midvale	City of Everett
	City of Grace	City of Fossil	City of North Myrtle Beach	City of Midway	City of Everson
	City of Grand View	City of Garibaldi	City of Orangeburg	City of Milford	City of Federal Way
	City of Grangeville	City of Gaston	City of Pickens	City of Millville	City of Ferndale
	City of Greenleaf	City of Gates	City of Rock Hill	City of Moab	City of File
	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 Wailuku	City of Naylor	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 Kahlstus
	City of Island Park	City of Heppner	Town of Andrews	City of Ogden	City of Kalama
	City of Jerome	City of Hermiston	Town of Atlantic Beach	City of Orangeville	City of Kelso
	City of Julietta	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 Kimberley	City of Idanha	Town of Blackville	City of Perry	City of Kittitas
	City of Kooskia	City of Imbler	Town of Blenheim	City of Plain City	City of La Center
	City of Kuna	City of Independence	Town of Bluffton	City of Pleasant Grove	City of Lacey
	City of Lapwai	City of Irrigon	Town of Blythewood	City of Pleasant View	City of Lake Forest Park
	City of Lava Hot Springs	City of Island City	Town of Bowman	City of Price	City of Lake Stevens
	City of Lewiston	City of Jacksonville	Town of Branchville	City of Providence	City of Lakewood
	City of Mackay	City of Jefferson	Town of Briarcliffe Acres	City of Provo	City of Langley
	City of Malad City	City of John Day	Town of Brunson	City of Richfield	City of Leavenworth
	City of Marsing	City of Johnson City	Town of Calhoun Falls	City of Richmond	City of Liberty Lake
	City of McCall	City of Joseph	Town of Cameron	City of River Heights	City of Long Beach
	City of McCammon	City of Junction City	Town of Campobello	City of Riverdale	City of Longview
	City of Melba	City of Keizer	Town of Central	City of Riverton	City of Lynden
	City of Menan	City of King City	Town of Chapin	City of Roosevelt	City of Lynnwood
	City of Meridian	City of Klamath Falls	Town of Cheraw	City of Roy	City of Mabton
	City of Middleton	City of La Grande	Town of Chesterfield	City of Salem	City of Maple Valley
	City of Midvale	City of La Pine	Town of Clio	City of Salina	City of Marysville
	City of Moscow	City of Lafayette	Town of Clover	City of Salt Lake City	City of Mattawa
	City of Mountain Home	City of Lake Oswego	Town of Cottageville	City of Sandy	City of McCleary
	City of Mullan	City of Lakeside	Town of Coward	City of Santa Clara	City of Medical Lake
	City of Murtough	City of Lebanon	Town of Cowpens	City of Santiquin	City of Medina
	City of Nampa	City of Lincoln City	Town of Denmark	City of Saratoga Springs	City of Mercer Island
	City of New Meadows	City of Lonerock	Town of Donalds	City of Smithfield City	City of Mesa
	City of New Plymouth	City of Lostine	Town of Due West	City of South Jordan	City of Mill Creek
	City of Newdale	City of Lowell	Town of Duncan	City of South Ogden	City of Milton
	City of Nezperce	City of Lyons	Town of Eastover	City of South Salt Lake City	City of Monroe
	City of Notus	City of Madras	Town of Edgefield	City of South Weber	City of Montesano
	City of Orofino	City of Malin	Town of Edisto Beach	City of Spanish Fork	City of Morton
	City of Osburn	City of Manzanita	Town of Ehrhardt	City of Springville	City of Moses Lake
	City of Parker	City of Maupin	Town of Elgin	City of Springville	City of Mossyrock
	City of Parma	City of McMinnville	Town of Elloree	City of St. George	City of Mountlake Terrace
	City of Paul	City of Medford	Town of Estill	City of Sunnyside	City of Moxee
	City of Payette	City of Metolius	Town of Eutawville	City of Sunset	City of Mt. Vernon
	City of Pierce	City of Mill City	Town of Fairfax	City of Syracuse	City of Mukilteo
	City of Pinehurst	City of Millersburg	Town of Ft. Mill	City of Taylorsville	City of Napavine
	City of Plummer	City of Milton-Freewater	Town of Furman	City of Tooele	City of Newcastle
	City of Pocatello	City of Milwaukie	Town of Gaston	City of Toggerville	City of Newport
	City of Ponderay	City of Molalla	Town of Gifford	City of Tremonton	City of Nooksack
	City of Post Falls	City of Monmouth	Town of Gilbert	City of Tropic	City of Normandy Park
	City of Potlatch	City of Monroe	Town of Govan	City of Uintah	City of North Bend
	City of Preston	City of Monument	Town of Gray Court	City of Vernal	City of North Bonneville
	City of Priest River	City of Moro	Town of Great Falls	City of Washington	City of Oak Harbor
	City of Rathdrum	City of Mosier	Town of Greeleyville	City of Washington Terrace	City of Oakville
	City of Reubens	City of Mt. Angel	Town of Hampton	City of Wellington	City of Ocean Shores

ATTACHMENT 1

Hawaii

Idaho	Oregon	South Carolina	Utah	Washington
City of Rexburg	City of Mt. Vernon	Town of Harleyville	City of Wellsville	City of Okanogan
City of Richfield	City of Myrtle Creek	Town of Heath Springs	City of Wendover	City of Olympia
City of Rigby	City of Myrtle Point	Town of Hemingway	City of West Bountiful	City of Olmak
City of Riggs	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
City of Rockland	City of North Bend	Town of Holly Hill	City of West Valley City	City of Pacific
City of Rupert	City of North Plains	Town of Hollywood	City of Willard	City of Palouse
City of Salmon	City of North Powder	Town of Honea Path	City of Woodland Hills	City of Pasco
City of Sandpoint	City of Nyssa	Town of Irmo	City of Woods Cross	City of Pateros
City of Shelley	City of Oakland	Town of Iva	Town of Alta	City of Pomeroy
City of Shoshone	City of Oakridge	Town of Jackson	Town of Altamont	City of Port Angeles
City of Smelterville	City of Ontario	Town of James Island	Town of Alton	City of Port Orchard
City of Soda Springs	City of Oregon City	Town of Jamestown	Town of Amalga	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 Silettes	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 Ritzville
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 McColl	Town of Daniel	City of Sedro-Woollley
City of Winchester	City of Scappoose	Town of McCormick	Town of Deweyville	City of Selah
Higher Education	City of Scio	Town of Meaggett	Town of Eagle Mountain	City of Sequim
Boise State University	City of Scotts Mills	Town of Monck's Corner	Town of Elmo	City of Shelton
College of Southern Idaho	City of Seaside	Town of Mt. Pleasant	Town of Elsinore	City of Shoreline
College of Western Idaho	City of Seneca	Town of Neeses	Town of Elwood	City of Snohomish
Eastern Idaho Technical College	City of Shady Cove	Town of New Ellenton	Town of Emery	City of Snoqualmie
Idaho Division of Professional Technical Education	City of Sheridan	Town of Nichols	Town of Fairfield	City of Soap Lake
Idaho State University	City of Sherwood	Town of Ninety Six	Town of Francis	City of South Bend
Lewis-Clark State College	City of Siletz	Town of Norris	Town of Garden City	City of Spokane
North Idaho College	City of Silvertown	Town of North	Town of Genola	City of Spokane Valley
University of Idaho	City of Sisters	Town of Norway	Town of Glendale	City of Sprague
Education (K-12)	City of Sodaville	Town of Olanta	Town of Glenwood	City of Stanwood
Aberdeen School District No. 58	City of Spray	Town of Pacolet	Town of Goshen	City of Stevenson
Arbon Elementary School District No. 383	City of Springfield	Town of Pageland	Town of Hanksville	City of Sultan
Avery School District	City of St. Helens	Town of Pamplico	Town of Hatch	City of Sumas
Basin School District No. 72	City of St. Paul	Town of Patrick	Town of Henefer	City of Sunner
Bear Lake County School District No. 33	City of Stanfield	Town of Pawleys Island	Town of Henrieville	City of Sunnyside
Bear Lake School District No. 33	City of Stayton	Town of Pelion	Town of Hideout	City of Tacoma
Blackfoot School District No. 55	City of Sublimity	Town of Pelzer	Town of Hinsckley	City of Takoa
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
Bruneau-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 Kanarraville	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 Kooshaem	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 Marysville	City of Warden
Coeur d'Alene School District No. 271	City of Unity	Town of Santee	Town of Meadow	City of Washougal
Cottonwood Joint School District No. 242	City of Vale	Town of Scranton	Town of Minersville	City of Wenatchee
Council School District No. 13	City of Veneta	Town of Seabrook Island	Town of New Harmony	City of West Richland
Culdesac Joint School District No. 342	City of Vernonia	Town of Sellers	Town of Newton	City of Westport
Dietrich School District No. 314	City of Waldport	Town of Sharon	Town of Ophir	City of White Salmon
Emmett Independent School District No. 221	City of Wallowa	Town of Six Mile	Town of Orderville	City of Winlock
Filer School District No. 413	City of Warrenton	Town of Snelling	Town of Paradise	City of Woodinville
Firth School District No. 59	City of Wasco	Town of Society Hill	Town of Paragonah	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 Randoloh	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 Summertown	Town of Scipio	Town of Beaux Arts Village
Hagerman Joint School District No. 233	City of Wood Village	Town of Summerville	Town of Scofield	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 Swainsea	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	Town of Canyon City	Town of Ulmer	Town of Tropic	Town of Coulee City
Jerome Joint School District No. 261	Town of Lakeview	Town of Varnville	Town of Uintah	City of Coulee Dam
Joint School District No. 2	Town of Lexington	Town of Wagener	Town of Vernon	Town of Coupeville

ATTACHMENT 1

Idaho	Oregon	South Carolina	Utah	Washington
Kamiah School District No. 304	Higher Education	Town of Ward	Town of Vineyard	Town of Creston
Kellogg Joint School District 391	Blue Mountain Community College	Town of Ware Shoals	Town of Virgin	Town of Cusick
Kendrick Joint School District No. 283	Central Oregon Community College	Town of West Pelzer	Town of Wales	Town of Darrington
Kimberly School District No. 414	Chemeketa Community College	Town of West Union	Town of Wallsburg	Town of Eatonville
Kootenai School District No. 274	Clackamas Community College	Town of Whitmire	Utah Basin Association of Governments	Town of Elmer City
Kuna Joint School District No. 3	Clatsop Community College	Town of Williamston	Higher Education	Town of Endicott
Lake Pend Oreille School District No. 84	Columbia Gorge Community College	Town of Williston	College of Eastern Utah	Town of Fairfield
Lakeland School District No. 272	Eastern Oregon University	Town of Winnboro	Davis Applied Technology College	Town of Farmington
Lapwai School District No. 341	Klamath Community College District	Town of Yemassee	Dixie Applied Technology College	Town of Friday Harbor
Lewisston Independent School District No. 1	Lane Community College	Higher Education	Dixie State University	Town of Garfield
Mackay School District No. 182	Linn-Benton Community College	Alken Technical College	Mountainland Applied Technology College	Town of Hamilton
Madison School District No. 321	Mt. Hood Community College	Beaufort Jasper Higher Education Commission	Utah State University	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	Oregon State University, Oregon Agricultural Experiment Station	University of Utah	Town of LaCrosse
Midvale School District No. 433	Oregon University System	Oregon State University, Oregon Agricultural Experiment Station	University of Utah Hospitals and Clinics	Town of Lamont
Minidoka County School District No. 331	Portland Community College	Oregon State University, Oregon Agricultural Experiment Station	Utah State University	Town of Letah
Moscow School District No. 281	Portland State University	Oregon State University, Oregon Agricultural Experiment Station	Utah System of Higher Education	Town of Lind
Mountain Home School District No. 193	Reed College	Oregon State University, Oregon Agricultural Experiment Station	Utah Valley University	Town of Lyman
Mountain View School District No. 244	Rogue Community College	Oregon State University, Oregon Agricultural Experiment Station	Weber State University	Town of Malden
Mullan School District 392	Southern Oregon University	Oregon State University, Oregon Agricultural Experiment Station	Education (K-12)	Town of Mansfield
Murtaugh Joint School District No. 418	Southern Oregon University Family Housing	Oregon State University, Oregon Agricultural Experiment Station	Alpine School District	Town of Marcus
Nampa Christian Schools Inc.	Southwestern Oregon Community College	Oregon State University, Oregon Agricultural Experiment Station	Beaver County School District	Town of Metaline
Nampa School District No. 131	Tillamook Bay Community College	Oregon State University, Oregon Agricultural Experiment Station	Box Elder School District	Town of Millwood
New Plymouth School District	Treasure Valley Community College	Oregon State University, Oregon Agricultural Experiment Station	CACHE County School District	Town of Naches
Nez Perce Joint School District No. 302	Umpqua Community College	Oregon State University, Oregon Agricultural Experiment Station	Canyons School District	Town of Nespelem
North Gem School District No. 149	University of Oregon	Oregon State University, Oregon Agricultural Experiment Station	Caribou School District	Town of Northport
Notus School District	Western Oregon University	Oregon State University, Oregon Agricultural Experiment Station	Centro De La Familia De Utah Head Start Program School District	Town of Oakesdale
Oneida County School District No. 351	Education (K-12)	Oregon State University, Oregon Agricultural Experiment Station	Daggett School District	Town of Odessa
Orofino Joint School District No. 171	Adel School District 21	Oregon State University, Oregon Agricultural Experiment Station	Davis School District	Town of Pe Ell
Parma School District No. 137	Adrian School District	Oregon State University, Oregon Agricultural Experiment Station	Duchesne County School District	Town of Prescott
Payette School District No. 371	Alsea School District No. 7j	Oregon State University, Oregon Agricultural Experiment Station	Emery County School District	Town of Reardan
Plummer-Worley Joint School District No. 44	Amity School District 4j	Oregon State University, Oregon Agricultural Experiment Station	Freedom Preparatory Academy School District	Town of Riverside
Pocatello-Chubbuck School District No. 25	Arma School District 19	Oregon State University, Oregon Agricultural Experiment Station	Millard School District	Town of Rockford
Post Falls School District No. 273	Arlington School District No. 3	Oregon State University, Oregon Agricultural Experiment Station	Grand County School District	Town of Rosalia
Potlatch School District No. 285	Arook School District No. 81	Oregon State University, Oregon Agricultural Experiment Station	Granite School District	Town of Ruston
Preston Joint School District No. 201	Ashland School District No. 5	Oregon State University, Oregon Agricultural Experiment Station	Iron County School District	Town of Skykomish
Richfield School District No. 316	Ashwood School District	Oregon State University, Oregon Agricultural Experiment Station	Jordan School District	Town of South Cle Elum
Ririe Joint School District No. 252	Astoria School District No. 1C	Oregon State University, Oregon Agricultural Experiment Station	Juab School District	Town of South Prairie
Rockland School District No. 382	Athens-Weston School District No. 29RU	Oregon State University, Oregon Agricultural Experiment Station	Kane County School District	Town of Spangle
Salmon River Joint School District No. 243	Baker School District No. 5j	Oregon State University, Oregon Agricultural Experiment Station	Logan City School District	Town of Springdale
Salmon School District No. 291	Bandon School District	Oregon State University, Oregon Agricultural Experiment Station	Millard School District	Town of St. John
Shelley School District No. 60	Banks School District No. 13	Oregon State University, Oregon Agricultural Experiment Station	Morgan School District	Town of Steilacoom
Shoshone Joint School District No. 312	Beaverton School District No. 48	Oregon State University, Oregon Agricultural Experiment Station	Mountainland Head Start Program School District Office	Town of Twisp
Snake River School District	Bend-La Pine Public Schools	Oregon State University, Oregon Agricultural Experiment Station	Murray City School District	Town of Uniontown
Soda Springs Joint School District No. 150	Bethel School District No. 52	Oregon State University, Oregon Agricultural Experiment Station	Nebo School District	Town of Washburn
South Lemhi School District No. 292	Blachly School District	Oregon State University, Oregon Agricultural Experiment Station	North Sanpete County School District	Town of Waterville
St. Maries Joint School District No. 41	Blachly School District 90	Oregon State University, Oregon Agricultural Experiment Station	North Sanpete School District	Town of Waverly
Sugar-Salem Joint District No. 322	Brookings Harbor School District	Oregon State University, Oregon Agricultural Experiment Station	North Summit School District	Town of Wilbur
Swan Valley Elementary School District No. 33	Camas Valley School District	Oregon State University, Oregon Agricultural Experiment Station	Ogden City School District	Town of Wilkeson
Swan Valley School District No. 92	Canby School District No. 86	Oregon State University, Oregon Agricultural Experiment Station	Park City School District	Town of Wilson Creek
Teton County School District No. 401	Cascade School District No. 5	Oregon State University, Oregon Agricultural Experiment Station	Plute County School District	Town of Winthrop
Three Creek Joint School District No. 416	Centennial School District No. 28j	Oregon State University, Oregon Agricultural Experiment Station	Provo City School District	Town of Woodway
Troy School District No. 287	Central Curry School District No. 1	Oregon State University, Oregon Agricultural Experiment Station	Rich County School District	Town of Yacolt
Twin Falls School District No. 411	Central Linn School District	Oregon State University, Oregon Agricultural Experiment Station	Rich School District	Town of Yarrow Point
Valley School District No. 262	Central Point School District No. 6	Oregon State University, Oregon Agricultural Experiment Station	Rural Utah Child Development Head Start Program School District Office	Higher Education
Vallivue School District No. 139	Central School District No. 13j	Oregon State University, Oregon Agricultural Experiment Station	Salt Lake City School District	Bates Technical College
Vision Charter School District # 463	Clackamas Education Service District	Oregon State University, Oregon Agricultural Experiment Station	San Juan School District	Bellevue Community College
Wallace School District No. 393	Clatskanie School District No. 6j	Oregon State University, Oregon Agricultural Experiment Station	Sevier School District	Bellingham Technical College
Weiser School District No. 431	Colton School District No. 53	Oregon State University, Oregon Agricultural Experiment Station	South Sanpete School District	Big Bend Community College
Wendell School District No. 232	Columbia Gorge Education Service District	Oregon State University, Oregon Agricultural Experiment Station	South Summit School District	Cascadia Community College
West Bonner County School District No. 83	Condon School District No. 25j	Oregon State University, Oregon Agricultural Experiment Station	Suu Head Start Program School District	Central Washington University
West Jefferson School District No. 253	Coos Bay School District No. 9	Oregon State University, Oregon Agricultural Experiment Station	Thomas Edison Charter Schools	Centralia College
West Side School District No. 202	Coquille School District No. 8	Oregon State University, Oregon Agricultural Experiment Station	Tintic School District	Clark College
Whitepine Joint School District No. 288	Corbett School District No. 39	Oregon State University, Oregon Agricultural Experiment Station	Tooele County School District	Clover Park Technical College
Wilder School District No. 133	Corvallis School District No. 509j	Oregon State University, Oregon Agricultural Experiment Station	Utah School District	Columbia Basin Community College
Special District	Cove School District No. 15	Oregon State University, Oregon Agricultural Experiment Station	Wasatch County School District	Community Colleges of Spokane
Ada County Emergency Medical Services District	Crane Elementary School District	Oregon State University, Oregon Agricultural Experiment Station	Washington County School District	Eastern Washington University
Ada County Highway District	Creswell School District No. 40	Oregon State University, Oregon Agricultural Experiment Station	Wayne County School District	Edmonds Community College
Adams County Recreation District	Crow-Applegate-Lorane School District No. 66	Oregon State University, Oregon Agricultural Experiment Station	Weber School District	Everett Community College
Ahsahka Water and Sewer District	Culver School District No. 4	Oregon State University, Oregon Agricultural Experiment Station	Special District	Evergreen State College
Albion Highway District	Dallas School District No. 2	Oregon State University, Oregon Agricultural Experiment Station	Ash Creek Special Service District	Grays Harbor College
Alpine Meadows Water and Sewer District	David Douglas School District No. 40	Oregon State University, Oregon Agricultural Experiment Station	Ashley Valley Water and Sewer Improvement District	Green River Community College
American Falls Free Library District	Dayton School District No. 8	Oregon State University, Oregon Agricultural Experiment Station	Ballard Water and Sewer Improvement District	Highline Community College
American Falls Housing Authority	Dayville School District No. 16j	Oregon State University, Oregon Agricultural Experiment Station	Bear Lake Special Service District	Lake Washington Institute of Technology
Atlanta Highway District	Douglas County School District	Oregon State University, Oregon Agricultural Experiment Station	Bear River Water Conservancy District	Lower Columbia College
Avery Water and Sewer District	Douglas County School District No. 2	Oregon State University, Oregon Agricultural Experiment Station	Benchmark Water District	Northwest Indian College
Avondale Irrigation District	Douglas County School District No. 4	Oregon State University, Oregon Agricultural Experiment Station	Benson Culinary Water Improvement District	Olympic College
Bayview Water and Sewer District	Douglas Education Service District	Oregon State University, Oregon Agricultural Experiment Station	Bona Vista Water Improvement District	Peninsula College
Bear Lake County Library District	Dufur School District No. 29	Oregon State University, Oregon Agricultural Experiment Station	Cache Mosquito Abatement District	Pierce College
Bench Sewer District	Eagle Point School District No. 9	Oregon State University, Oregon Agricultural Experiment Station	Cache Valley Transit District	Renton Technical College
Benehah County Free Library District	Echo School District No. 5	Oregon State University, Oregon Agricultural Experiment Station	Carsonlands Health Care Special Service District	Seattle Community Colleges District VI
Big Canyon Fire District	Elgin School District	Oregon State University, Oregon Agricultural Experiment Station	Carbon County Housing Authority	Shoreline Community College
Blaine County Housing Authority	Elton School District No. 34	Oregon State University, Oregon Agricultural Experiment Station	Caribou County Municipal Building Authority	Skiaga Valley College
Blaine County Recreation District	Enterprise School District No. 21	Oregon State University, Oregon Agricultural Experiment Station	Carbon County Recreation Transportation Special Service District	South Puget Sound Community College
Bliss Fire District	Estacada School District No. 108	Oregon State University, Oregon Agricultural Experiment Station	Carbon Water Conservancy District	Tacoma Community College
Boise Basin Library District	Eugene School District No. 4j	Oregon State University, Oregon Agricultural Experiment Station	Castle Valley Special Service District	University of Washington
Boise City/Ada County Housing Authority	Falls City School District	Oregon State University, Oregon Agricultural Experiment Station	Cedar City Housing Authority	Walla Walla Community College
Boise-Kung Irrigation District	Fern Ridge School District No. 28j	Oregon State University, Oregon Agricultural Experiment Station	Cedar Mountain Fire Protection District	Washington State Board for Community and Technical Colleges
Bonneville County Fire District No. 1	Forest Grove School District	Oregon State University, Oregon Agricultural Experiment Station	Cedarview-Montwell Special Service District	Washington State Higher Education Facilities Authority
Bruneau Valley District Library	Fossil School District 21j	Oregon State University, Oregon Agricultural Experiment Station	Central Davis County Sewer District	Washington State Student Achievement Council

ATTACHMENT 1

Idaho	Oregon	South Carolina	Utah	Washington
Bruneau Water and Sewer District	Gaston School District 511 J	Lancaster County School District	Central Iron County Water Conservancy District	Washington State University
Buhl Highway District	Gervais School District	Laurens County School District No. 55	Central Utah Water Conservancy District	Washington State University, Vancouver
Buhl Rural Fire Protection District	Gladstone School District	Laurens County School District No. 56	Central Weber Sewer Improvement District	Wenatchee Valley College
Burley Highway District	Glendale School District No. 77	Lee County School District	Charleston Water Conservancy District	Western Washington University
Caldwell Housing Authority	Glide School District	Legacy Charter Schools	Copperton Improvement District	Whitcom Community College
Canyon Highway District No. 4	Grant County Education Service District	Lexington County School District No. 1	Cottonwood Improvement District	Yakima Valley Community College
Cascade Rural Fire District	Grant School District No. 3	Lexington County School District No. 2	Davis Community Housing Authority	Education (K-12)
Castleford Rural Fire District	Grants Pass School District No. 7	Lexington County School District No. 3	Davis County Housing Authority	Aberdeen School District No. 5
Central Fire District	Greater Albany Public School District 8J	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	Lexington-Richland Counties School District No. 5	Duchesne County Upper 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 County School District	Marion County School District No. 7	Emery County Public District	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	Oconee 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	Bellevue Christian School District
Clearwater Water District	Hillsboro School District No. 1J	Orangeburg County Consolidated School District No. 3	Garden City Fire District	Bellevue School District No. 405
Consolidated Free Library District	Hood River County School District	Orangeburg County Consolidated School District No. 5	Grand County Housing Authority	Bellingham School District No. 501
Cottonwood Highway District	Huntington School District No. 16J	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	Jordan Valley Water Conservancy District	Brewster School District No. 111
Eagle Fire Protection District	Jefferson School District	Spartanburg County School District No. 2	Jordan Valley Water Conservancy District	Bridgeport School District No. 75
Eagle Sewer District	Jewell School District No. 8	Spartanburg County School District No. 3	Jordan Valley Water Conservancy District	Brimnon 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 School District No. 1	Union County School District	MidValley Improvement District	Cashmere School District No. 222
Ferdinand Highway District	Lakeview School District No. 7	Ware Shoals School District No. 51	Marysville 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. 7J	Williston School District No. 2	Moab Mosquito Abatement District	Central Valley School District No. 356
Friedman Memorial Airport Authority	Lakeview School District No. 7	York School District No. 1	Moab Valley Fire Protection District	Centralia School District No. 401
Garden Valley District Library	Lane Education Service District	Special District	Mountain Green Sewer Improvement District	Chehalis School District No. 302
Garden Valley Fire Protection District	Lebanon Community School District No. 9	Abbeville Housing Authority	Mountain Regional Water Special Service District	Cheney School District No. 360
Garden Valley Recreation District	Lincoln County School District	Aiken Housing Authority	Mountain View Special Service District	Chevelah School District No. 36
Gateway Fire Protection District	Lin-Benton-Lincoln Education Service District	Anderson Housing Authority	Mt. Olympus Improvement District	Chief Leschi School System
Gem County Mosquito Abatement District	Long Creek School District No. 17	Atlantic Beach Housing Authority	North Davis County Sewer District	Chimacum School District No. 49
Glenns Ferry Highway District	Lowell School District No. 71	Beaufort Housing Authority	North Davis Fire District	Clarkston School District No. 1250-185
Golden Gate Highway District No. 3	Mapleton School District No. 32	Beaufort-Jasper Water and Sewer Authority	North Emery Water Users Special Service District	Cle Elum-Roslyn School District
Gooding County Memorial Hospital District	Marcola School District No. 79J	Beech Island Rural Community Water District	North Fork Special Services District	Clover Park School District No. 400
Grace District Library	McKenzie School District	Belton-Hones Path Water Authority	North Pointe Solid Waste Special Service District	Colfax School District No. 300
Grangeville Highway District	McMinnville School District No. 40	Bennettsville Housing Authority	North Summit Fire District	College Place School District No. 250
Granite Reeder Water and Sewer District	Medford School District No. 549C	Berea Public Service District	North Tooele County Fire Protection District	Colton School District No. 306
Greater Boise Auditorium District	Milton-Freewater School District No. 7	Berkeley County Water and Sanitation Authority	North Utah Water Conservancy District	Columbia School District No. 206
Greater Middleton Parks and Recreation District	Mitchell School District No. 55	Big Creek Water and Sewerage District	North View Fire District	Columbia School District No. 206, Stevens County
Greater Swan Valley Fire Protection District No. 2	Molalla River School District	Bluffton Township Fire District	Ogden Housing Authority	Columbia School District No. 400
Groveland Water and Sewer District	Monument School District	Bolling Springs Fire District, Greenville County	Orary Park Water Improvement District	Coville School District No. 115
Harbor View Estates Water and Sewer District	Morrow County School District	Broad Creek Public Service District	Park City Fire Service District	Concrete School District No. 11
Hayden Lake Irrigation District	Mt. Angel School District	Buffalo-Mt. Pisgah Fire Protection District	Price River Water Improvement District	Conway Consolidated School District No. 317
Hayden Lake Recreational Water and Sewer District	Multnomah Education Service District Consortium	Burton Fire District	Provo Housing Authority	Cosmopolis School District
Hillsdale Highway District	Myrtle Point School District	Central Midlands Regional Transit Authority	Rockville/Springdale Fire Protection District	Coulee-Hartline School District No. 151
Homedale Highway District	Neah-Kah-Nie School District No. 56	Charleston Area Regional Transportation Authority	Rosevelt City Housing Authority	Coupeville School District No. 204
Hoo Doo Water and Sewer District	Nestucca Valley School District No. 301	Charleston County Aviation Authority	Salt Lake City Housing Authority	Crescent School District
Horseshoe Bend Fire Protection District	New Hope Christian Schools	Charleston County Housing and Redevelopment Authority	Salt Lake City Mosquito Abatement District	Creston School District No. 73
Idaho Soil and Water Conservation District	Newberg School District No. 29J	Charleston Housing Authority	Salt Lake County Housing Authority	Curlew School District No. 50
Indian Valley Rural Fire District	North Bend School District No. 13	Charleston Naval Complex Redevelopment Authority	Sandy Suburban Improvement District	Cusick School District
Iona-Bonneville Sewer District	North Central Education Service District	Charleston Soil and Water Conservation District	Scofield Reservoir Special Service District	Darrington School District No. 330
Island Park Fire District	North Clackamas School District No. 12	Cheraw Housing Authority	Sevier County Special Service District No. 207	Davenport School District No. 207
Jerome Highway District	North Douglas School District No. 22	Chester Housing Authority	Skyline Mountain Special Service District	Dayton School District No. 2
Jerome Recreation District	North Lake School District	Chester Metropolitan District	Snyderville Basin Special Recreation District	Deer Park School District No. 414
Jerome Rural Fire District No. 1	North Marion School District No. 15	Chester Sewer District	Snyderville Basin Water Reclamation District	Dieringer School District
Kamiah Fire Protection District	North Wasco School District No. 29	Coast Regional Transportation Authority	Solid Waste Special Service District No. 1	Divia School District
Kamiah Highway District	North Wasco County School District No. 21	Columbia Housing Authority	South Davis Sewer District	East Valley School District No. 361
Ketchum Rural Fire Protection District	Northwest Regional Education Service District	Conway Housing Authority	South Davis Water District	East Valley School District No. 361, Spokane County
Kidder Harris Highway District	Nysa School District No. 26	Daniel Morgan Water District	South Ogden Conservation District	East Valley School District No. 90, Yakima County
Kingston Water District	Oakland School District	Darlington County Fire District	South Salt Lake Valley Mosquito Abatement District	Eastmont School District No. 206
Kootenai County Water District No. 1	Oakridge School District No. 76	Darlington County Water and Sewer Authority	South Summit Fire Protection District	Eatonville School District No. 404
Kootenai-Ponderay Sewer District	Ontario School District No. 8C	Darlington Housing Authority	South Utah Valley Solid Waste District	Edmonds School District No. 15
Kootenai-Shoshone Soil and Water Conservation District	Oregon City School District No. 62	Donalds-Due West Water and Sewer Authority	South Valley Sewer District	Educational Service District No. 112
Kuna Library District	Oregon Trail School District No. 46	Dorchester County Sales Tax Transportation Authority	Southeastern Utah Housing Authority	Ellensburg School District No. 401
Lacleda Water District	Paisley School District No. 11	Duncan Chapel Fire District	Spanish Valley Water and Sewer Improvement District	Elma School District No. 58
Lakes Highway District	Parkrose School District No. 3	Easley Housing Authority	St. George Housing Authority	Endicott School District No. 308
Latah County Library District	Pendleton School District No. 16	Easley-Central Water District	Stansbury Park Improvement District	Entiat School District No. 127
Latah Soil and Water Conservation District	Perrydale School District No. 21J	East Richland County Public Service District	Strawberry Electric Service District	Enumclaw School District No. 216
Lemhi Soil and Water Conservation District	Philomath School District No. 17J	Edgefield County Water and Sewer Authority	Sugar House Park Authority	Ephrata School District No. 165
Lewiston-Nez Perce County Regional Airport Authority	Pilot Rock School District No. 2	Florence Housing Authority	Tabby Valley Park Special Service District	Everett School District No. 36
Lincoln County Recreation District	Pine Eagle School District No. 61	Fort Mill Housing Authority	Taylorville-Bennion Improvement District	Everett School District No. 114, Clark County
Little Blacktail Ranch Water District	Pinehurst School District No. 11	Frapp Island Public Service District	Thompson Special Service District	Evergreen School District No. 205
Little Wood River Library District	Pleasant Hill School District	Gaffney Housing Authority	Timpanogas Special Service District	Federal Way Public Schools
Lizard Butte Library District	Plush School District 18	Gaston Rural Community Water District	Tooele County Housing Authority	Ferndale School District No. 502
Lost River Highway District	Port Orford-Langlois School District No. 2CJ	Georgetown County Water and Sewer District	Tooele County Recreation Special Service District	Fife School District No. 417
M&T Water and Sewer District	Portland Public School District No. 1	Georgetown Housing Authority	Tridell-Lapoint Water Improvement District	Finley School District
Mackay Free Library District	Powers School District No. 31	Gilbert-Summit Rural Water District	Uintah Animal Control and Shelter Special Service District	Franklin Pierce School District No. 402
Madison Library District	Prairie City School District No. 4	Greenville Arena District	Uintah County Municipal Building Authority	Freeman School District No. 358
	Prospect School District		Uintah Fire Suppression Special Service District	Garfield School District No. 302
			Uintah Health Care Special Service District	

ATTACHMENT 1

Idaho	Oregon	South Carolina	Utah	Washington
Marsing Rural Fire District	Rainier School District No. 13	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	Reedport School District No. 105	Greenville Housing Authority	Uintah Recreation District	Grand Coulee Dam School District
Meridian Cemetery Maintenance District	Region 9 Education Service District	Greenville 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
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	Griffin 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	Kingsport Water and Sewer District	Wasatch Front Waste and Recycling District	Highland School District No. 203
Mountain Home Highway District	Scappoose School District No. 1j	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	Inchellum School District No. 70
New Plymouth Fire District	Sherwood School District No. 88j	Laurens Housing Authority	Weber Mosquito Abatement District	Issaquah School District No. 411
North Bingham County District Library	Silver Falls School District No. 4j	Lexington County Health Services District, Inc.	Weber-Box Elder Conservation District	Kahlotus School District No. 56
North Custer Hospital District	Sisters School District No. 6	Liberty-Cheese-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	Lugoff-Elgin Water Authority		Kennewick School District No. 17
Northern Lakes Fire District	South Umpqua School District No. 19	Marion Housing Authority		Kent School District No. 415
Northside Fire District	South Wasco County School District No. 1	Marlboro County Housing Authority		Kettle Falls School District No. 212
Notus-Parma Highway District No. 2	Southern Oregon Education Service District	McColl Housing Authority		Kiona-Benton City School District No. 52
Oakley Highway District	Spray School District No. 1	Medical University Hospital Authority		Kittitas School District
Oakley Library District	Springfield School District No. 19	Metropolitan Sewer Sub-District		Klickitat School District No. 402
Ola District Library	St. Helens School District No. 502	Milford Water and Sewer District		La Center School District
Oneida County Fire District	St. Paul School District No. 45	Mullins Housing Authority		La Conner School District No. 311
Oregon Trail Recreation District	Stanfield School District No. 61	Murrells Inlet-Garden City Fire District		LaCrosse School District
Outlet Bay Water and Sewer District	Sutherlin School District No. 130	Myrtle Beach Air Force Base Redevelopment Authority		Lake Chelan School District No. 129
Panhandle Health District	Sweet Home School District No. 55	Myrtle Beach Housing Authority		Lake Quinalt School District No. 97
Parma Rural Fire Protection District	Three Rivers School District	Newberry County Water and Sewer Authority		Lake Stevens School District No. 4
Pine Ridge Water and Sewer District	Tigard-Tualatin School District No. 23j	Newberry Housing Authority		Lake Washington School District No. 414
Pinehurst Water District	Tillamook School District No. 9	North Charleston Housing Authority		Lakeview School District No. 306
Pioneer Irrigation District	Tillamook School District No. 80j	North Charleston Sewer District		Lamont School District
Placerville Fire Protection District	Umatilla School District No. 6	North Greenville Fire District		Liberty School District No. 362
Pocatello Housing Authority	Union School District 5	Oconee County Joint Regional Sewer Authority		Lind School District
Pocatello-Chubbuck Auditorium District	Vale School District No. 84	Parker Sewer and Fire Subdistrict		Longview School District No. 122
Portneuf District Library	Vernonia School District No. 47j	Patriots Point Development Authority		Loon Lake School District No. 183
Post Falls Highway District	Wallowa School District No. 12	Pee Dee Regional Airport District		Lopez Island School District No. 144
Power County Highway District	Warrenton-Hammond School District No. 30	Pee Dee Regional Transportation Authority		Lyle School District No- 406
Prairie Highway District	West Linn-Willamette 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	Powersville Water District		Manfield 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		Sandy Springs Water District		McCleary School District No. 65
Rockland Rural Fire District		Santee Fire Service District		Mead School District No. 354
Rogerson Water District		Santee Waterree Regional Transportation Authority		Medical Lake School District No. 326
Ross Point Water District		Sheldon Township Fire District		Mercer Island School District No. 400
Sagle Fire District		Slater-Marietta Fire District		Meridian School District No. 505
Salmon River Clinic Hospital District		South Carolina Housing Authority Bond Council		Methow Valley School District
Sam Owen Fire District		South Carolina Public Employee Benefit Authority		Monroe School District No. 103
Santa-Fernwood Water and Sewer District		South Carolina Regional Housing Authority No. 1		Montesano School District No. 66
Schweitzer Fire-Rescue District		South Carolina Regional Housing Authority No. 3		Morton School District No. 214
Settlers Irrigation District		South Carolina State Education Assistance Authority		Moses Lake School District No. 161
Shelley/Firth Fire District		South Carolina State Fiscal Accountability Authority		Mossyrock School District No. 206
Shoshone City & Rural Fire District		South Carolina State Housing Finance and Development Authority		Mt. Adams School District No. 209
Shoshone County Fire Protection District No. 2		South Carolina State Ports Authority		Mt. Baker School District No. 507
Shoshone Highway District No. 2		South Greenville Fire District		Mt. Vernon School District No. 320
South Bannock Library District		South Island Public Service District		Mukilteo School District No. 6
South Bingham Soil Conservation District		Southside Rural Community Water District		Naches Valley School District No. 3
South Boundary Fire Protection District		Spartanburg Housing Authority		Napavine School District No. 14
South Custer Fire District		Spartanburg Regional Health Services District		Naselle-Grays River Valley School District No.165
South Fork Coeur d'Alene River Sewer District		St. Andrews Public Service District South Carolina		Nespelem School District No. 14
South Latah Highway District		St. John's Fire District		Newport School District No. 56-415
Southside Water and Sewer District		Starr-Iva Water and Sewer District		Nine Mile Falls School District No. 325/179
Southwestern Idaho Cooperative Housing Authority		Startex-Jackson-Wellford-Duncan Water District		Nooksack Valley School District No. 506
St. Maries Fire Protection District		Sumter Housing Authority		North Beach School District No. 64
Star Joint Fire District		Talatha Rural Community Water District		North Franklin School District No. 51
Star Sewer and Water District		Taylor's Fire and Sewer District		North Kitsap School District No. 400
Sun Valley Water and Sewer District		Three Rivers Solid Waste Authority		North Mason School District
Sunset Heights Water District		Tigerville Fire District		North Thurston Public Schools
Targhee Regional Public Transit Authority		Tri-County Solid Waste Authority		Northport School District No. 211
Targhee Regional Public Transportation Authority		Union Housing Authority		Northshore School District No. 417
Teton County Fire Protection District		Valley Public Service Authority		Oak Harbor School District No. 201
Three Creek Highway District		Waccamaw Regional Transportation Authority		Oakdale School District No. 324
Three Mile Water District		Wedgfield Stateburg Water District		Oakville School District No. 400
Timberlake Fire Protection District		West Anderson Water District		Ocean Beach School District No. 101
Twin Falls Highway District		Westview-Fairforest Fire District		Ocosta School District No. 172
Twin Falls Housing Authority		Whitney Fire Protection District		Odessa School District No. 105
Twin Falls Rural Fire Protection District		Williamsburg County Transit Authority		Okanogan School District No. 305
Twin Ridge Rural Fire District		Williamsburg County Water and Sewer Authority		Olympia School District No. 111
Union Independent Highway District		Woodruff Housing Authority		Olympic Educational Service District
Upper Fords Creek Rural Fire District		Woodruff-Roebuck Water District		Omak School District No. 19
Warm Lake Recreational Water District		York County Natural Gas Authority		Onalaska School District No. 300
Wendell Highway District				Onion Creek School District No. 30
West Boise Sewer District				Orcas Island School District No. 137
West Bonner Library District				Orchard Prairie School District No. 123
West Bonner Water and Sewer District				Orient School District No. 65

Idaho	Oregon	South Carolina	Utah	Washington
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
Wilderness Ranch Fire Protection District	Colton Fire District	Township		Pateros School District
Winona Highway District	Colton Water District	Township of Grand Meadow		Paterson School District No. 50
Worley Fire District	Columbia Corridor Drainage Districts Joint Contracting Authority	Tribal		Pe Ell School District No. 301
Worley Highway District	Columbia Health District	Catawba Indian Nation		Peninsula School District
State	Columbia Improvement District			Pioneer School District No. 402
Idaho Department of Administration	Columbia River People's Utility District			Pomery School District No. 110
Idaho Department of Health and Welfare	Columbia Soil and Water Conservation District			Port Angeles School District No. 121
State Of Idaho	Coos County Airport District			Port Townsend School District No. 50
Tribal	Coos County Library Service District			Prescott School District No. 402-37
Coeur d'Alene Tribe	Coquille Indian Housing Authority			Pride Prep Schools
Kootenai Tribe of Idaho	Coquille Valley Hospital District			Prosser School District No. 116
Nez Perce Tribal Enterprises	Corbett Water District			Puget Sound Educational Service District
Nez Perce Tribe	Corvallis Rural Fire Protection District			Pullman School District No. 267
Shoshone-Bannock Tribes	Cove Rural Fire Protection District			Puyallup School District No. 3
	Crooked River Ranch Rural Fire Protection District			Quests-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			Rearadan-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-Vinemapple 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
	Glenneden 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			Steilacoom Historical School District No. 1
	Grants Pass Irrigation District			Stephens 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			Tonasket School District
	Hermiston Fire and Emergency Services District			Toppenish 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

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Junction City Rural Fire Protection District			Washougal School District
		Juniper Flat Rural Fire Protection District			Washucna 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
		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			
		Lane Transit District			Special District
		Langlois Water District			Acme Water District No. 18
		LaPine Special Sewer District			Adams County Fire Protection District No. 1
		Lebanon Aquatic District			Adams County Mosquito Control District
		Lebanon Fire District			Aeneas Lake Irrigation District
		Lewis and Clark Rural Fire Protection District			Alderwood Water and Wastewater District
		Libby Drainage District			Alpine Water District
		Linn Benton Housing Authority			Anacortes Housing Authority
		Lookingglass Rural Fire District			Annapolis Water District
		Lorane Rural Fire Protection District			Asotin County Cemetery District No. 1
		Lowell Rural Fire Protection District			Asotin County Conservation District
		Lower Umpqua Hospital District			Asotin County Fire District No. 1
		Lusted Water District			Asotin County Housing Authority
		Madras Aquatic Center District			Asotin County Public Utility District No. 1
		Malheur County Housing Authority			Badger Mountain Irrigation District
		Malin Rural Fire Protection District			Bainbridge Island Metropolitan Park and Recreation District
		Majestic Water District			Basin City Water/Sewer District
		Marion County Fire District No. 1			Bayview Beach Water District
		Marion Soil and Water Conservation District			Beacon Hill Water and Sewer District
		Medford Irrigation District			Beehive Irrigation District
		Merrill Rural Fire Protection District			Belfair Water District No. 1
		Metro			Bellevue Convention Center Authority
		McMinnville Water & Light			Bellingham Housing Authority
		Mid-County Cemetery Maintenance District			Bellingham Public Development Authority
		Middle Fork Irrigation District			Benton County Diking District No. 1
		Miles Crossing Sanitary Sewer District			Benton County Fire Protection District No. 1
		Mill City Rural Fire Protection District			Benton County Fire Protection District No. 2
		Milton-Freewater Water Control District			Benton County Fire Protection District No. 4
		Mist-Birkenfeld Rural Fire Protection District			Benton County Fire Protection District No. 5
		Mohawk Valley Rural Fire District			Benton County Fire Protection District No. 6
		Molalla River Improvement District			Benton County Mosquito Control District
		Molalla Rural Fire Protection District No. 73			Benton County Public Utility District No. 1
		Monroe Rural Fire Protection District			Benton Irrigation District
		Morrow County Health District			Benton-Franklin Health District
		Mountain View Hospital District			Beverly Water District
		Mt. Angel Fire District			Birch Bay Water and Sewer District
		Multnomah County Drainage District No. 1			Black Diamond Water District
		Multnomah County Rural Fire Protection District No. 10			Bremerton Housing Authority
		Multnomah County Rural Fire Protection District No. 14			Buckhannon-Upshur County Airport Authority
		Nesika Beach-Ophir Water District			Burbank Irrigation District No. 4
		Neskokwin Regional Sanitary Authority			Carnhope Irrigation District No. 7
		Neskokwin Regional Water District			Cascadia Conservation District
		Nestucca Rural Fire Protection District			Cedar River Water and Sewer District
		Netarts-Oceanside Sanitary District			Central Klickitat County Park and Recreation District
		Netarts-Oceanside Rural Fire Protection District			Central Pierce Fire and Rescue District No. 6
		North Bay Rural Protection Fire District			Central Puget Sound Regional Transit Authority
		North Bend City/Coos-Curry Housing Authority			Central Valley Ambulance Authority
		North Central Public Health District			Chelan County Fire District No. 1
		North Clackamas Parks and Recreation District			Chelan County Fire District No. 3
		North County Recreation District			Chelan County Fire District No. 5
		North Gilliam Cemetery District			Chelan County Fire District No. 6
		North Gilliam County Rural Fire Protection District			Chelan County Fire District No. 7
		North Lincoln Fire and Rescue District No. 1			Chelan County Fire District No. 8
		North Powder Rural Fire Protection District			Chelan County Fire District No. 9
		North Sherman County Rural Fire Protection District			Chelan County Public Hospital District No. 1
		North Unit Irrigation District			Chelan County Public Utility District No. 1
		Northeast Oregon Housing Authority			Chelan County/Wenatchee Housing Authority
		Northern Wasco County Park and Recreation District			Chelan-Douglas Health District
		Northern Wasco County People's Utility District			Chinook Water District
		Northwest Oregon Housing Authority			Chuckanut Community Forest Park District
		Nysa Road Assessment District No. 2			Clallam Conservation District
		Nysa Rural Fire Protection District			Clallam County Fire District No. 2
		Oak Hill Sanitary District			Clallam County Fire District No. 5
		Oak Lodge Sanitary District			Clallam County Fire District No. 6
		Oak Lodge Water District			Clallam County Fire Protection District No. 1
		Oceanside Water District			Clallam County Fire Protection District No. 3
		Ochoco West Sanitary District			Clallam County Fire Protection District No. 4
		Odell Sanitary District			Clallam County Hospital District No. 1
		Ontario Library District			Clallam County Housing Authority
		Oregon Fire Districts Association			Clallam County Parks and Recreation District No. 1
		Oregon Infrastructure Finance Authority			Clallam County Public Hospital District No. 2
		Oregon Trail Library District			Clallam County Public Utility District No. 1
		Oregon Water Wonderland Unit II Sanitary District			Clark County Fire District No. 10
		Owyhee Irrigation District			Clark County Fire District No. 11
					Clark County Fire District No. 13

ATTACHMENT 1

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Pacific City Joint Water Sanitary Authority			Clark County Fire District No. 5
		Pacific Communities Health District			Clark County Fire Protection District No. 3
		Palatine Hill Water District			Clark County Fire Protection District No. 6
		Peninsula Drainage District No. 1			Clark County Public Utility District No. 1
		Peninsula Drainage District No. 2			Clark Regional Wastewater District
		Pilot Rock Fire Protection District			Cline Irrigation District
		Pine Grove Rural Fire Protection District			Clinton Water District
		Pleasant Hill Rural Fire Protection District			Coal Creek Utility District
		Pleasant Home Water District			Columbia Conservation District
		Polk County Fire District No-1			Columbia County Fire District No. 3
		Polk County Housing Authority			Columbia County Public Hospital District No. 1
		Polk Soil and Water Conservation District			Columbia County Rural Library District
		Portland Metropolitan Area Water District			Columbia Irrigation District
		Public Procurement Authority			Columbia Valley Water District
		Rainbow Water District			Colville Indian Housing Authority
		Raleigh Water District			Consolidated Irrigation District No. 14
		Redmond Area Park and Recreation District			Covington Water District
		Riddle Rural Fire District			Cowiche Sewer District
		River Forest Acres Special Road District			Cowlitz County Cemetery District No. 2
		River Road Park and Recreation District			Cowlitz County Fire District No. 6
		Rivergrove Water District			Cowlitz County Public Utility District No. 1
		Roads End Sanitary District			Cowlitz Transit Authority
		Roberts Creek Water District			Cross Valley Water District
		Rockwood Water People's Utility District			Dallesport Water District
		Rogue River Cemetery Maintenance District			Douglas County Fire District No. 2
		Rogue Valley Transportation District			Douglas County Fire Protection District No. 5
		Roseburg Urban Sanitary Authority			Douglas County Public Utility District No. 1
		Sable Drive Road District			Douglas County Sewer District No. 1
		Salem Area Mass Transit District			Douglas-Okanogan County Fire District No. 15
		Salem Housing Authority			East Columbia Basin Irrigation District
		Salem-Keizer Transit District			East Gig Harbor Water District
		Santa Clara Rural Fire Protection District			East Lewis County Public Development Authority
		Santiam Water Control District			East Pierce Fire and Rescue District No. 22
		Scappoose Rural Fire District			East Spokane Water District No. 1
		Scio Rural Fire District			East Wenatchee Water District
		Scottsburg Rural Fire District			Eastmont Metropolitan Park District
		Seal Rock Fire District			Eastsound Sewer and Water District
		Seal Rock Water District			Edmonds Public Facilities District
		Shangri-La Water District			Elensburg Business Development Authority
		Shasta View Irrigation District			Enterprise Cemetery District No. 7
		Siletz Rural Fire Protection District			Entiat Irrigation District
		Silverton Fire District			Everett Housing Authority
		Sisters-Camp Sherman Rural Fire Protection District			Everett Public Facilities District
		Sluagan Public Library District			Evergreen Water-Sewer District No. 19
		South Clackamas Transportation District			Fall City Water District
		South Suburban Sanitary District			Ferry County Public Utility District No. 1
		Southern Curry Cemetery Maintenance District			Ferry/Okanogan County Fire Protection District No. 13
		Southwest Lincoln County Water District			Fisherman Bay Sewer District
		Spring River Special Road District			Foster Creek Conservation District
		Springfield Utility District			Four Lakes Water District No. 10
		Stanfield Fire District No. 7-402			Franklin Conservation District
		Stayton Fire District			Franklin County Cemetery District No. 2
		Suburban East Salem Water District			Franklin County Cemetery District No. 1
		Sunrise Water Authority			Franklin County Fire Protection District No. 3
		Sunset Empire Transportation District			Franklin County Irrigation District No. 1
		Swalley Irrigation District			Franklin County Public Utility District No. 1
		Sweet Home Fire and Ambulance District			FreeLand Water and Sewer District
		Talent Irrigation District			Ft. Worden Public Development Authority
		Terrebonne Domestic Water District			Gardena Farms Irrigation District No. 13
		Three Sisters Irrigation District			Goforth Special Utility District
		Tillamook County Transportation District			Grand Coulee Project Hydroelectric Authority
		Tillamook People's Utility District			Grandview Irrigation District
		Tiller Rural Fire District			Grant County Airport District No. 1
		Toledo Rural Fire Protection District			Grant County Fire District No. 10
		Tri City Rural Fire District No. 4			Grant County Fire District No. 11
		Tri City Water District			Grant County Fire District No. 3
		Tri-City Service District			Grant County Fire District No. 4
		Tri-County Metropolitan Transportation District			Grant County Fire District No. 7
		Tualatin Hills Park and Recreation District			Grant County Fire Protection District No. 5
		Tualatin Hills Park and Recreation District			Grant County Housing Authority
		Tualatin Valley Irrigation District			Grant County Mosquito Control District No. 1
		Tualatin Valley Water District			Grant County Mosquito District No. 2
		Tumalo Irrigation District			Grant County Port District No. 4
		Twin Rocks Sanitary District			Grant County Port District No. 6
		Umatilla County Housing Authority			Grant County Port District No. 7
		Umatilla Hospital District			Grant County Public Hospital District No. 1
		Umatilla Land Redevelopment Authority			Grant County Public Hospital District No. 2
		Umatilla Morrow Radio and Data District			Grant County Public Hospital District No. 3
		Umatilla Reservation Housing Authority			Grant County Public Hospital District No. 4
		Umatilla Rural Fire Protection District			Grant County Public Utility District No. 2
		Union Cemetery District			Grant Transit Authority
		Vale Oregon Irrigation District			Grays Harbor Conservation District
		Valley View Water District			Grays Harbor County Fire Protection District No. 1
		Vandevent Acres Special Road District			Grays Harbor County Fire Protection District No. 12
		Vineyard Mountain Water and Improvement District			Grays Harbor County Fire Protection District No. 14
		Walla Walla River Irrigation District			Grays Harbor County Fire Protection District No. 2
		Wallowa County Health Care District			Grays Harbor County Fire Protection District No. 7
		Wamic Water and Sanitary Authority			Grays Harbor County Housing Authority
		Warm Springs Housing Authority			Grays Harbor County Water District No. 1
		Wasco County Soil and Water Conservation District			Grays Harbor County Water District No. 2
		Washington County Fire District No. 2			Grays Harbor Drainage District No. 1
		Washington County Housing Authority			Grays Harbor Fire District No. 10
		Water Wonderland Improvement District			Grays Harbor Historical Seaport Authority
		Wedderburn Sanitary District			Grays Harbor Public Utility District No. 1

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		West Slope Water District			Grays Harbor Transportation Authority
		West Valley Housing Authority			Greater Wenatchee Irrigation District
		Western Lane Ambulance District			Greater Wenatchee Regional Events Center Public Facilities District
		Westport Wauna Rural Fire Protection District			Green Tank Irrigation District No. 11
		Westwood Hills Road District			Hartstene Pointe Water-Sewer District
		Ward Memorial Park District			Highland Water District
		Wickiup Water District			Highlands Sewer District
		Willamalane Park and Recreation District			Highline Water District
		Williams Rural Fire Protection District			Historic Seattle Preservation and Development Authority
		Willow Creek Park District			Holmes Harbor Sewer District
		Winchester Bay Sanitary District			Hunters Water District
		Winston-Dillard Fire District			Hydro Irrigation District No. 9
		Winston-Dillard Water District			Icele Irrigation District
		Woodburn Rural Fire Protection District			Inchelium Water District
		Yamhill County Housing Authority			Irvin Water District No. 6
		Yamhill Fire Protection District			Island County Fire District No. 3
		Youngs River-Lewis and Clark Water District			Island County Fire Protection District No. 1
		State			Island County Housing Authority
		Oregon Department of Administrative Services			Jefferson County Conservation District
		Oregon Department of Revenue			Jefferson County Fire District No. 5
		Oregon Health Licensing Agency			Jefferson County Fire Protection District No. 1
		Oregon Higher Education Coordinating Commission			Jefferson County Fire Protection District No. 3
		Oregon Secretary of State			Jefferson County Public Utility District No. 1
		Oregon State Board of Nursing			Jefferson County Water District No. 3
		State of Oregon			Jefferson Transit Authority
		Tribal			Juniper Beach Water District
		Burns Paiute Tribe			Kapowsin Water District
		Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians			Kelso Housing Authority
		Confederated Tribes of Grand Ronde Community			Kennewick Housing Authority
		Confederated Tribes of Siletz Indians			Kennewick Irrigation District
		Confederated Tribes of the Umatilla Indian Reservation			Kennewick Public Facilities District
		Confederated Tribes of the Warm Springs			Kennewick Public Hospital District
		Coquille Indian Tribe			Kent Fire Department Regional Fire Authority
		Klamath Tribes			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

Hawaii

Idaho

Oregon

South Carolina

Utah

Washington

- 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

ATTACHMENT 1

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					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 Quilteute Housing Authority Quinalt Housing Authority Quincy-Columbia Basin Irrigation District Renton Housing Authority Richland Housing Authority Richland Public Facilities District Ronald Wastewater District Roza Irrigation District Sacheen Lake Sewer and Water District Sammamish Plateau Water and Sewer District San Juan Island Library District Saratoga Water District Scatchet Head Water District Seattle Chinatown International District Preservation and Development Authority 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

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					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

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Water District 19 Wells Ranch Irrigation District Wenatchee Reclamation District Wenatchee-Chiwawa Irrigation District West Sound Utility District Whatcom Conservation District Whatcom County Fire District No. 1 Whatcom County Fire District No. 11 Whatcom County Fire District No. 14 Whatcom County Fire District No. 16 Whatcom County Fire District No. 17 Whatcom County Fire District No. 4 Whatcom County Fire District No. 5 Whatcom County Fire District No. 7 Whatcom County Fire District No. 8 Whatcom County 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 Cowitz Indian Tribe Hoh Indian Tribe Jamestown S'Klallam Tribe Kalispel Tribe of Indians Lower Elwha Klallam Tribe Lummi Indian Nation Makah Tribe Muckleshoot Indian Tribe Nisqually Indian Tribe Nooksack Indian Tribe Port Gamble S'Klallam Tribe Puyallup Tribe of Indians Quileute Indian Tribe Quinault Indian Nation Samish Indian Nation Sauk-Suiattle Indian Tribe Skokomish Indian Tribe Snoqualmie Indian Tribe Spokane Tribe Squaxin Island Tribe Stillaguamish Tribe of Indians Suquamish Tribe Swinomish Indian Tribal Community Tulalip Tribes Upper Skagit Indian Tribe Yakama Nation Land Enterprise



Appendix C - Political Subdivision List for Virginia

City/Town

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 Abingdon
 Town of Alberta
 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 Carement
 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
 Craie-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
 LENOISCO Planning District Commission
 Lord Fairfax Soil and Water Conservation District
 Loudoun County Sanitation Authority
 Louisa County Water Authority
 Lynchburg Redevelopment and Housing Authority
 Marion Redevelopment and Housing Authority
 Maury Service Authority
 Mecklenburg-Brunswick Regional Airport Authority
 Meherrin River Regional Jail Authority
 Middle Peninsula Regional Airport Authority

Public K-12

Accomack County Public Schools
 Albemarle County Public Schools
 Alexandria City Public Schools
 Alleghany County Public Schools
 Amelia County Public Schools
 Amherst County Public Schools
 Appomattox County Public Schools
 Arlington County Public Schools
 Atlantic Shores Christian Schools
 Augusta County Public Schools
 Bath County Public Schools
 Bedford County Public Schools
 Bland County Public Schools
 Botetourt County Public Schools
 Bristol Virginia Public Schools
 Brunswick County Public Schools
 Buchanan County Schools
 Buckingham County Public Schools
 Buena Vista City Public Schools
 Campbell County Public Schools
 Caroline County Public Schools
 Carroll County Public Schools
 Charles City County School District
 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
 Craig-Newton-Wae Regional Wastewater Authority
 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
 Greensville County Water and Sewer Authority
 King George County Public Schools
 King and Queen County Public Schools
 King William County Public Schools
 Lancaster County Public Schools
 Lee County Public Schools
 Lee County Public Schools
 Loudoun County Public Schools
 Louisa County Public Schools
 Lynchburg City Schools
 Madison County Public Schools
 Manassas City Public Schools
 Manassas Park City Schools
 Martinsville Public Schools
 Mathews County School District
 Mecklenburg County Public Schools
 Middlesex County Public Schools
 Montgomery County Public Schools
 Nelson County Public Schools
 New Kent County Schools
 Newport News Public Schools
 Norfolk Public Schools
 Northampton County School District
 Northumberland County Public Schools
 Norton City Public Schools
 Nottoway County Public Schools
 Orange County Public Schools

County

Accomack County
 Albemarle County
 Alleghany County
 Amelia County
 Amherst County
 Appomattox County
 Arlington County
 Bath County
 Bedford County
 Bedford County Public Service Authority
 Bland County
 Botetourt County
 Brunswick County
 Buchanan County
 Buchanan County Public Service Authority
 Buckingham County Board of Supervisors
 Campbell County
 Caroline County
 Carroll County
 Carroll County Public Service Authority
 Charles City County
 Charlotte County
 Charlottesville County
 Clarke County
 Craig County
 Culpeper County
 Cumberland County
 Dickenson County
 Dinwiddie County
 Essex County
 Fairfax County
 Fauquier County
 Fluvanna County
 Franklin County
 Gloucester County
 Giles County
 Goochester County
 Goochland County
 Grayson County
 Greene County
 Greensville County
 Halifax County
 Hanover County
 Henrico County
 Henry County
 Henry County Public Service Authority
 Highland County
 Isle of Wight County
 James City County
 King and Queen County
 King George County
 King George County Service Authority
 King William County
 Lancaster County
 Lee County
 Loudoun County
 Louisa 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
 Page County
 Patrick County
 Pittsylvania County
 Pittsylvania County Service Authority
 Powhatan County
 Prince Edward County
 Prince George County
 Middlesex County Public Schools
 Prince William County Service Authority
 Pulaski County
 Rappahannock County
 Richmond County
 Norfolk Public Schools
 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
 Germanna 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
 Tidewater 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
 Northern Virginia Regional Park 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

(A) Pursuant to 44 CFR 13.36(i)(1), Sourcewell is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Vendor's compliance with the terms of the request for proposal and contract award, including but not limited to those remedies set forth at 44 CFR 13.43.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(B) Pursuant to 44 CFR 13.36(i)(2), Sourcewell may terminate the contract award for cause or convenience in accordance with the procedures set forth in the request for proposal and contract award and those provided by 44 CFR 13.44.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(C) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Vendor shall comply with the following federal laws during the term of an award for this contract by Sourcewell:

- a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
- b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
- c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
- d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
- e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Vendor Agrees (YES or NO) Initials of Authorized Representative

(D) Pursuant to 44 CFR 13.36(i)(7), Vendor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

Vendor Agrees (YES or NO) Initials of Authorized Representative

(E) Pursuant to 44 CFR 13.36(i)(8), Vendor agrees to the following provisions regarding patents:

a. During the term of an award for this contract by Sourcewell, 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 Sourcewell Member and be disposed of in accordance with their policy. Sourcewell and Sourcewell members, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

Vendor Agrees (YES or NO) Initials of Authorized Representative

(F) Pursuant to 44 CFR 13.36(i)(9), Vendor agrees to the following provisions, regarding copyrights:

a. During the term of an award for this contract by Sourcewell, any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.

Vendor Agrees (YES or NO) Initials of Authorized Representative

(G) Pursuant to 44 CFR 13.36(i)(10), Vendor shall maintain any books, documents, papers, and records of the Vendor which are directly pertinent to this request for proposal and contract award. At any time during normal business hours and as often as Sourcewell or Sourcewell Members deems necessary, Vendor shall permit Sourcewell or Sourcewell Member, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions

Vendor Agrees (YES or NO) Initials of Authorized Representative

(H) Pursuant to 44 CFR 13.36(i)(11), Vendor shall retain all required records for three years after FEMA or Sourcewell or Sourcewell 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 Sourcewell 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: _____



ADDENDUM ONE (1)
to that certain
Sourcewell RFP #032119
Issued by
Sourcewell SM (Formerly NJPA)
for the procurement of

**HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES,
ATTACHMENTS, AND SUPPLIES**

Consider the following to be part of the above-titled RFP: Appendices B, C and D.

Appendices B, C and D, referenced as items 13, 14 and 15 respectively in the RFP Table of Contents, were erroneously omitted from the version of the RFP document originally published on the Sourcewell website and provided to inquirers. **Appendices B, C and D** are attached to this Addendum, and have now been added to the posted version of the RFP document.

Acknowledgment of Addendum One (1) to RFP #032119 emailed on February 21, 2019.

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____

Please include this signed Addendum with your RFP response.



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	Bannock County	Benton County	Aiken County	Box Elder County	Asotin County
Municipality	Benewah 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
Higher Education	Beneah County	Clackamas County Service District No. 1	Bamberg County	Daggett 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	Coos 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
Education (K-12)	Boundary County	Deschutes County	Central Midlands Council of Governments	Garfield County	Franklin County
Hansiani Schools	Butte County	Douglas County	Charleston County	Grand County	Garfield County
Kamehameha Schools	Camas County	Gilliam County	Cherokee County	Iron County	Grant County
Special District	Canyon County	Grant County	Chester County	Juab County	Grays Harbor 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	Piute County	King County Directors' Association
Natural Energy Laboratory of Hawaii Authority	Custer County	Josephine County	Dillon County	Rich County	Kitsap County
State	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	Sangre 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	Hampton County	Utah County	Pend Oreille County
	Kootenai County	Marion County Housing Authority	Horry County	Wasatch County	Pierce County
	Latah County	Morrow County	Jasper County	Washington County	San Juan County
	Lemhi County	Multnomah County	Kershaw County	Wayne County	Skagit County
	Lewis County	Polk County	Lancaster County	Weber County	Skamania County
	Lincoln County	Sherman County	Laurens County	Municipality	Snohomish County
	Madison County	Tillamook County	Lee County	Centerfield City	Spokane County
	Minidoka County	Umatilla County	Lexington County	City of Alpine City	Stevens County
	Nez Perce County	Union County	Lower Savannah Council of Governments	City of American Fork	Thurston County
	Oneida County	Wallowa County	Marion County	City of Aurora	Thurston Regional Planning Council
	Owyhee County	Washington County	Marlboro County	City of Ballard	Wahkiakum County
	Payette County	Washington County	McCormick County	City of Beaver	Walla Walla County
	Power County	Wheeler County	Newberry County	City of Blanding	Whatcom County
	Shoshone County	Yamhill County	Oconee County	City of Bluffdale	Whitman County
	Teton County	Municipality	Orangeburg County	City of Bountiful	Yakima County
	Twin Falls County	City of Adair Village	Pickens County	City of Brigham	Yakima County Public Services
	Valley County	City of Albany	Richland County	City of Castle Dale	Yakima Valley Conference of Governments
	Washington County	City of Amity	Saluda County	City of Cedar City	Municipality
	Municipality	City of Arlington	Spartanburg County	City of Cedar Hills	City of Aberdeen
	City of Aberdeen	City of Ashland	Sumter County	City of Centerville	City of Airway Heights
	City of Albion	City of Astoria	Union County	City of Clearfield	City of Algona
	City of American Falls	City of Athena	Williamsburg County	City of Clinton	City of Anacortes
	City of Ammon	City of Aumsville	York County	City of Coalville	City of Arlington
	City of Arco	City of Aurora	Municipality	City of Colorado City	City of Asotin
	City of Arimo	City of Baker City	City of Abbeville	City of Corinne City	City of Auburn
	City of Ashton	City of Bandon	City of Aiken	City of Cottonwood Heights	City of Bainbridge Island
	City of Athol	City of Banks	City of Anderson	City of Delta	City of Battle Ground
	City of Atomic City	City of Bay City	City of Barnwell	City of Draper	City of Bellevue
	City of Bancroft	City of Beaverton	City of Beaufort	City of Duchesne	City of Bellingham
	City of Bellevue	City of Bend	City of Belton	City of East Carbon	City of Bellingham
	City of Blackfoot	City of Boardman	City of Bennettville	City of Elk Ridge	City of Benton City
	City of Bliss	City of Brookings	City of Bishopville	City of Elmo	City of Bingen
	City of Bloomington	City of Brownsville	City of Camden	City of Enoch	City of Black Diamond
	City of Boise	City of Burns	City of Cayce	City of Enterprise	City of Blaine
	City of Bonners Ferry	City of Canby	City of Charleston	City of Ephraim	City of Bonney Lake
	City of Bovill	City of Cannon Beach	City of Chesnee	City of Escalante	City of Bothell
	City of Buhl	City of Canyonville	City of Chester	City of Eureka	City of Bremerton
	City of Burley	City of Carlton	City of Clemson	City of Fairview	City of Brewster
	City of Caldwell	City of Cascade Locks	City of Clinton	City of Farmington	City of Bridgeport
	City of Cambridge	City of Cave Junction	City of Columbia	City of Farr West	City of Brier
	City of Carey	City of Central Point	City of Conway	City of Ferron	City of Buckley
	City of Cascade	City of Chiloquin	City of Darlington	City of Fillmore	City of Burien
	City of Castledford	City of Clatskanie	City of Denmark	City of Fountain Green	City of Burlington
	City of Challis	City of Clatskanie	City of Dillon	City of Fruit Heights	City of Camas
	City of Chubbuck	City of Clatskanie	City of Esler	City of Garland	City of Carnation
	City of Clayton	City of Clatskanie	City of Florence	City of Grantsville	City of Cashmere
	City of Clifton	City of Clifton	City of Folly Beach	City of Grantville	City of Castle Rock
	City of Coeur d'Alene	City of Coos Bay	City of Forest Acres	City of Green River	City of Centralia
	City of Council	City of Coquille	City of Fountain Inn	City of Gunnison	City of Chehalis
	City of Craigmont	City of Cornelius	City of Gaffney	City of Harrisville	City of Chelan
	City of Crouch	City of Corvallis	City of Georgetown	City of Heber City	City of Cheney
				City of Helper City	City of Chewelah

ATTACHMENT 1

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	City of Culesac	City of Cottage Grove	City of Goose Creek	City of Herriman	City of Clarkston
	City of Dalton Gardens	City of Cove	City of Greenville	City of Highland	City of Cle Elum
	City of Dayton	City of Creswell	City of Greenwood	City of Hillside	City of Clyde Hill
	City of Deary	City of Culver	City of Greer	City of Holladay	City of Colfax
	City of Dietrich	City of Dallas	City of Hanahan	City of Honeyville	City of College Place
	City of Donnelly	City of Damascus	City of Hardeeville	City of Hooper	City of Colville
	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 Irwin	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 Duval
	City of Fernan Lake Village	City of Eagle Point	City of Lorris	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 London	City of Electric City
	City of Fruitland	City of Estacada	City of Mullins	City of Logan	City of Elensburg
	City of Garden City	City of Eugene	City of Myrtle Beach	City of Manti	City of Elma
	City of Genesee	City of Fairview	City of New Ellenton	City of Mapleton	City of Entiat
	City of Georgetown	City of Falls City	City of Newberry	City of Marriott-Slaterville	City of Enumclaw
	City of Glenns Ferry	City of Florence	City of North Augusta	City of Mendon	City of Ephrata
	City of Gooding	City of Forest Grove	City of North Charleston	City of Midvale	City of Everett
	City of Grace	City of Fossil	City of North Myrtle Beach	City of Midway	City of Everson
	City of Grand View	City of Garibaldi	City of Orangeburg	City of Milford	City of Federal Way
	City of Grangeville	City of Gaston	City of Pickens	City of Millville	City of Ferndale
	City of Greenleaf	City of Gates	City of Rock Hill	City of Moab	City of File
	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 Wailuku	City of Naylor	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 Harrison
	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 Kahlstus
	City of Island Park	City of Heppner	Town of Andrews	City of Ogden	City of Kalama
	City of Jerome	City of Hermiston	Town of Atlantic Beach	City of Orangeville	City of Kelso
	City of Julietta	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 Kimberley	City of Idanha	Town of Blackville	City of Perry	City of Kittitas
	City of Kooskia	City of Imbler	Town of Blenheim	City of Plain City	City of La Center
	City of Kuna	City of Independence	Town of Bluffton	City of Pleasant Grove	City of Lacey
	City of Lapwai	City of Irrigon	Town of Blythewood	City of Pleasant View	City of Lake Forest Park
	City of Lava Hot Springs	City of Island City	Town of Bowman	City of Price	City of Lake Stevens
	City of Lewiston	City of Jacksonville	Town of Branchville	City of Providence	City of Lakewood
	City of Mackay	City of Jefferson	Town of Briarcliffe Acres	City of Provo	City of Langley
	City of Malad City	City of John Day	Town of Brunson	City of Richfield	City of Leavenworth
	City of Marsing	City of Johnson City	Town of Calhoun Falls	City of Richmond	City of Liberty Lake
	City of McCall	City of Joseph	Town of Cameron	City of River Heights	City of Long Beach
	City of McCammon	City of Junction City	Town of Campobello	City of Riverdale	City of Longview
	City of Melba	City of Keizer	Town of Central	City of Riverton	City of Lynden
	City of Menan	City of King City	Town of Chapin	City of Roosevelt	City of Lynnwood
	City of Meridian	City of Klamath Falls	Town of Cheraw	City of Roy	City of Mabton
	City of Middleton	City of La Grande	Town of Chesterfield	City of Salem	City of Maple Valley
	City of Midvale	City of La Pine	Town of Clio	City of Salina	City of Marysville
	City of Moscow	City of Lafayette	Town of Clover	City of Salt Lake City	City of Mattawa
	City of Mountain Home	City of Lake Oswego	Town of Cottageville	City of Sandy	City of McCleary
	City of Mullan	City of Lakeside	Town of Coward	City of Santa Clara	City of Medical Lake
	City of Murtough	City of Lebanon	Town of Cowpens	City of Santiquin	City of Medina
	City of Nampa	City of Lincoln City	Town of Denmark	City of Saratoga Springs	City of Mercer Island
	City of New Meadows	City of Lonerock	Town of Donalds	City of Smithfield City	City of Mesa
	City of New Plymouth	City of Lostine	Town of Due West	City of South Jordan	City of Mill Creek
	City of Newdale	City of Lowell	Town of Duncan	City of South Ogden	City of Milton
	City of Nezperce	City of Lyons	Town of Eastover	City of South Salt Lake City	City of Monroe
	City of Notus	City of Madras	Town of Edgefield	City of South Weber	City of Montesano
	City of Orofino	City of Malin	Town of Edisto Beach	City of Spanish Fork	City of Morton
	City of Osburn	City of Manzanita	Town of Ehrhardt	City of Springville	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 Ellorree	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 Toggerville	City of Newport
	City of Ponderay	City of Molalla	Town of Gifford	City of Tremonton	City of Nooksack
	City of Post Falls	City of Monmouth	Town of Gilbert	City of Tropic	City of Normandy Park
	City of Potlatch	City of Monroe	Town of Govan	City of Uintah	City of North Bend
	City of Preston	City of Monument	Town of Gray Court	City of Vernal	City of North Bonneville
	City of Priest River	City of Moro	Town of Great Falls	City of Washington	City of Oak Harbor
	City of Rathdrum	City of Mosier	Town of Greeleyville	City of Washington Terrace	City of Oakville
	City of Reubens	City of Mt. Angel	Town of Hampton	City of Wellington	City of Ocean Shores

ATTACHMENT 1

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	City of Rexburg	City of Mt. Vernon	Town of Harleyville	City of Wellsville	City of Okanogan
	City of Richfield	City of Myrtle Creek	Town of Heath Springs	City of Wendover	City of Olympia
	City of Rigby	City of Myrtle Point	Town of Hemingway	City of West Bountiful	City of Omak
	City of Rigginis	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
	City of Rockland	City of North Bend	Town of Holly Hill	City of West Valley City	City of Pacific
	City of Rupert	City of North Plains	Town of Hollywood	City of Willard	City of Palouse
	City of Salmon	City of North Powder	Town of Honea Path	City of Woodland Hills	City of Pasco
	City of Sandpoint	City of Nyssa	Town of Irmo	City of Woods Cross	City of Pateros
	City of Shelley	City of Oakland	Town of Iva	Town of Alta	City of Pomeroy
	City of Shoshone	City of Oakridge	Town of Jackson	Town of Alton	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 Amalga	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 Slaters	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 Ritzville
	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 McColl	Town of Daniel	City of Sedro-Woolley
	City of Winchester	City of Scappoose	Town of McCormick	Town of Deweyville	City of Selah
	Higher Education	City of Scio	Town of Meaggett	Town of Eagle Mountain	City of Sequim
	Boise State University	City of Scotts Mills	Town of Monck's Corner	Town of Elmo	City of Shelton
	College of Southern Idaho	City of Seaside	Town of Mt. Pleasant	Town of Elsinore	City of Shoreline
	College of Western Idaho	City of Seneca	Town of Neeses	Town of Elwood	City of Snohomish
	Eastern Idaho Technical College	City of Shady Cove	Town of New Ellenton	Town of Emery	City of Snoqualmie
	Idaho Division of Professional Technical Education	City of Sheridan	Town of Nichols	Town of Fairfield	City of Soap Lake
	Idaho State University	City of Sherwood	Town of Ninety Six	Town of Francis	City of South Bend
	Lewis-Clark State College	City of Siletz	Town of Norris	Town of Garden City	City of Spokane
	North Idaho College	City of Silvertown	Town of North	Town of Genola	City of Spokane Valley
	University of Idaho	City of Sisters	Town of Norway	Town of Glendale	City of Sprague
	Education (K-12)	City of Sodaville	Town of Olanta	Town of Glenwood	City of Stanwood
	Aberdeen School District No. 58	City of Spray	Town of Pacolet	Town of Goshen	City of Stevenson
	Arbon Elementary School District No. 383	City of Springfield	Town of Pageland	Town of Hanksville	City of Sultan
	Avery School District	City of St. Helens	Town of Pamplico	Town of Hatch	City of Sumas
	Basin School District No. 72	City of St. Paul	Town of Patrick	Town of Henefer	City of Sunner
	Bear Lake County School District No. 33	City of Stanfield	Town of Pawleys Island	Town of Henrieville	City of Sunnyside
	Bear Lake School District No. 33	City of Stayton	Town of Pelion	Town of Hideout	City of Tacoma
	Blackfoot School District No. 55	City of Sublimity	Town of Pelzer	Town of Hinesley	City of Takoa
	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
	Bruneau-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 Kanarraville	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 Koossharem	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 Marysville	City of Warden
	Coeur d'Alene School District No. 271	City of Unity	Town of Santee	Town of Meadow	City of Washougal
	Cottonwood Joint School District No. 242	City of Vale	Town of Scranton	Town of Minersville	City of Wenatchee
	Council School District No. 13	City of Veneta	Town of Seabrook Island	Town of New Harmony	City of West Richland
	Culdesac Joint School District No. 342	City of Vernonia	Town of Sellers	Town of Newton	City of Westport
	Dietrich School District No. 314	City of Waldport	Town of Sharon	Town of Ophir	City of White Salmon
	Emmett Independent School District No. 221	City of Wallowa	Town of Six Mile	Town of Orderville	City of Winlock
	Filer School District No. 413	City of Warrenton	Town of Snelling	Town of Paradise	City of Woodinville
	Firth School District No. 59	City of Wasco	Town of Society Hill	Town of Paragonah	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 St.uckey	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 Summertown	Town of Scipio	Town of Beaux Arts Village
	Hagerman Joint School District No. 233	City of Wood Village	Town of Summerville	Town of Scofield	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 Swainsea	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	Town of Canyon City	Town of Ulmer	Town of Tropic	Town of Coulee City
	Jerome Joint School District No. 261	Town of Lakeview	Town of Varnville	Town of Uintah	City of Coulee Dam
	Joint School District No. 2	Town of Lexington	Town of Wagener	Town of Vernon	Town of Coupeville

ATTACHMENT 1

Idaho	Oregon	South Carolina	Utah	Washington
Kamiah School District No. 304	Higher Education	Town of Ward	Town of Vineyard	Town of Creston
Kellogg Joint School District 391	Blue Mountain Community College	Town of Ware Shoals	Town of Virgin	Town of Cusick
Kendrick Joint School District No. 283	Central Oregon Community College	Town of West Pelzer	Town of Wales	Town of Darrington
Kimberly School District No. 414	Chemeketa Community College	Town of West Union	Town of Wallsburg	Town of Eatonville
Kootenai School District No. 274	Clackamas Community College	Town of Whitmire	Utah Basin Association of Governments	Town of Elmer City
Kuna Joint School District No. 3	Clatsop Community College	Town of Williamston	Higher Education	Town of Endicott
Lake Pend Oreille School District No. 84	Columbia Gorge Community College	Town of Williston	College of Eastern Utah	Town of Fairfield
Lakeland School District No. 272	Eastern Oregon University	Town of Winnboro	Davis Applied Technology College	Town of Farmington
Lapwai School District No. 341	Klamath Community College District	Town of Yemassee	Dixie Applied Technology College	Town of Friday Harbor
Lewisston Independent School District No. 1	Lane Community College	Higher Education	Dixie State University	Town of Garfield
Mackay School District No. 182	Linn-Benton Community College	Alken Technical College	Mountainland Applied Technology College	Town of Hamilton
Madison School District No. 321	Mt. Hood Community College	Beaufort Jasper Higher Education Commission	Utah State University	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	Oregon State University, Oregon Agricultural Experiment Station	University of Utah	Town of LaCrosse
Midvale School District No. 433	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 Letah
Moscow School District No. 281	Portland State University	Horry-Georgetown Technical College	Utah System of Higher Education	Town of Lind
Mountain Home School District No. 193	Reed College	Lander University	Utah Valley University	Town of Lyman
Mountain View School District No. 244	Rogue Community College	Medical University of South Carolina	Weber State University	Town of Malden
Mullan School District 392	Southern Oregon University	Midlands Technical College	Education (K-12)	Town of Mansfield
Murtaugh Joint School District No. 418	Southern Oregon University Family Housing	Northeastern Technical College	Alpine School District	Town of Marcus
Nampa Christian Schools Inc.	Southwestern Oregon Community College	Orangeburg-Calhoun Technical College	Beaver County School District	Town of Metaline
Nampa School District No. 131	Tillamook Bay Community College	Piedmont Technical College	Box Elder School District	Town of Millwood
New Plymouth School District	Treasure Valley Community College	South Carolina State Board for Technical and Comprehensive Education	CACHE 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	Caribou School District	Town of Northport
Notus School District	Western Oregon University	Spartanburg Community College	Centro De La Familia De Utah Head Start Program School District	Town of Oakesdale
Oneida County School District No. 351	Education (K-12)	Techical College of the Lowcountry	Daggett School District	Town of Odessa
Orofino Joint School District No. 171	Adel School District 21	The Citadel	Davis School District	Town of Pe Ell
Parma School District No. 137	Adrian School District	Tri-County Technical College	Duchesne County School District	Town of Prescott
Payette School District No. 371	Alsea School District No. 71	Trident Technical College	Emery County School District	Town of Reardan
Plummer-Worley Joint School District No. 44	Amity School District 41	University of South Carolina	Freedom Preparatory Academy School District	Town of Riverside
Pocatello-Chubbuck School District No. 25	Armen School District 19	University of South Carolina, Aiken	Millard School District	Town of Rockford
Post Falls School District No. 273	Arlington School District No. 3	University of South Carolina, Upstate	Grand County School District	Town of Rosalia
Potlatch School District No. 285	Arook School District No. 81	Williamsburg Technical College	Granite School District	Town of Ruston
Preston Joint School District No. 201	Ashland School District No. 5	Winthrop University	Iron County School District	Town of Skykomish
Richfield School District No. 316	Ashwood School District	York Technical College	Jordan School District	Town of South Cle Elum
Ririe Joint School District No. 252	Astoria School District No. 1C	Education (K-12)	Juab School District	Town of South Prairie
Rockland School District No. 382	Athena-Weston School District No. 29RU	Abbeville County School District	Kane County School District	Town of Spangle
Salmon River Joint School District No. 243	Baker School District No. 51	Alken County Public Schools	Logan 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 Center	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 Twisp
Snake River School District	Bend-La Pine Public Schools	Anderson School District No. 2	Murray City School District	Town of Uniontown
Soda Springs Joint School District No. 150	Bethel School District No. 52	Anderson School District No. 3	Nebo School District	Town of Washburn
South Lemhi School District No. 292	Blachly School District	Anderson School District No. 4	North Sanpete County School District	Town of Waterville
St. Maries Joint School District No. 41	Blachly School District 90	Anderson School District No. 5	North Sanpete School District	Town of Waverly
Sugar-Salem Joint District No. 322	Brookings Harbor School District	Bamberg School District No. 1	North Summit School District	Town of Wilbur
Swan Valley Elementary School District No. 33	Camas Valley School District	Bamberg School District No. 2	Ogden City School District	Town of Wilkeson
Swan Valley School District No. 92	Canby School District No. 86	Barnwell School District No. 45	Park City School District	Town of Wilson Creek
Teton County School District No. 401	Cascade School District No. 5	Beaufort County School District	Plute County School District	Town of Winthrop
Three Creek Joint School District No. 416	Centennial School District No. 28J	Berkeley County School District	Provo City School District	Town of Woodway
Troy School District No. 287	Central Curry School District No. 1	Blackville-Hilda Public Schools	Rich County School District	Town of Yacolt
Twin Falls School District No. 411	Central Linn School District	Calhoun County School District	Rich School District	Town of Yarrow Point
Valley School District No. 262	Central Point School District No. 6	Charleston County School District	Rural Utah Child Development Head Start Program School District Office	Higher Education
Vallivue School District No. 139	Central School District No. 13J	Cherokee County School District	Salt Lake City School District	Bates Technical College
Vision Charter School District # 463	Clackamas Education Service District	Chester County School District	San Juan School District	Bellevue Community College
Wallace School District No. 393	Clatskanie School District No. 61	Chesterfield County School District	Sevier School District	Bellingham Technical College
Weiser School District No. 431	Colton School District No. 53	Clarendon County School District No. 1	South Sanpete School District	Big Bend Community College
Wendell School District No. 232	Columbia Gorge Education Service District	Clarendon County School District No. 2	South Summit School District	Cascadia Community College
West Bonner County School District No. 83	Condon School District No. 25J	Clarendon County School District No. 3	Suu Head Start Program School District	Central Washington University
West Jefferson School District No. 253	Coos Bay School District No. 9	Clover School District No. 2	Thomas Edison Charter Schools	Centralia College
West Side School District No. 202	Coquille School District No. 8	Colleton County School District	Tintic School District	Clark College
Whitepine Joint School District No. 288	Corbett School District No. 39	Darlington County School District	Tooele County School District	Clover Park Technical College
Wilder School District No. 133	Corvallis School District No. 509J	Delta R-V School District	Utah School District	Columbia Basin Community College
Special District	Cove School District No. 15	Dillon County School District No. 1	Wasatch County School District	Community Colleges of Spokane
Ada County Emergency Medical Services District	Crane Elementary School District	Dillon County School District No. 2	Washington County School District	Eastern Washington University
Ada County Highway District	Creswell School District No. 40	Dillon County School District No. 3	Wayne County School District	Edmonds Community College
Adams County Recreation District	Crow-Applegate-Lorane School District No. 66	Dillon County School District No. 4	Weber School District	Everett Community College
Ahsahka Water and Sewer District	Culver School District No. 4	Diocese Of Charleston Schools	Special District	Evergreen State College
Albion Highway District	Dallas School District No. 2	Dorchester School District No. 2	Ash Creek Special Service District	Grays Harbor College
Alpine Meadows Water and Sewer District	David Douglas School District No. 40	Dorchester School District No. 4	Ashley Valley Water and Sewer Improvement District	Green River Community College
American Falls Free Library District	Dayton School District No. 8	Edgefield County Schools	Ballard Water and Sewer Improvement District	Highline Community College
American Falls Housing Authority	Dayville School District No. 16J	Fairfield County School District	Bear Lake Special Service District	Lake Washington Institute of Technology
Atlanta Highway District	Douglas County School District	Florence County School District No. 1	Bear River Water Conservancy District	Lower Columbia College
Avery Water and Sewer District	Douglas County School District No. 2	Florence County School District No. 2	Benchmark Water District	Northwest Indian College
Avondale Irrigation District	Douglas County School District No. 4	Florence County School District No. 3	Benson Culinary Water Improvement District	Olympic College
Bayview Water and Sewer District	Douglas Education Service District	Florence County School District No. 4	Bona Vista Water Improvement District	Peninsula College
Bear Lake County Library District	Dufur School District No. 29	Florence County School District No. 5	Cache Mosquito Abatement District	Pierce College
Bench Sewer District	Eagle Point School District No. 9	Ft. Mill School District No. 4	Cache Valley Transit District	Renton Technical College
Benevah County Free Library District	Echo School District No. 5	Georgetown County School District	Canyonlands Health Care Special Service District	Seattle Community Colleges District VI
Big Canyon Fire District	Elgin School District	Greenlee County School District	Carbon County Housing Authority	Shoreline Community College
Blaine County Housing Authority	Elton School District No. 34	Greenwood County School District No. 50	Caribou County Municipal Building Authority	Skiaga Valley College
Blaine County Recreation District	Enterprise School District No. 21	Hampton County School District No. 108	Carbon County Recreation Transportation Special Service District	South Puget Sound Community College
Bliss Fire District	Estacada School District No. 108	Hampton School District No. 1	Carbon Water Conservancy District	Tacoma Community College
Boise Basin Library District	Eugene School District No. 4J	Horry County Schools	Castle Valley Special Service District	University of Washington
Boise City/Ada County Housing Authority	Falls City School District	Jasper County School District	Cedar City Housing Authority	Walla Walla Community College
Boise-Kung Irrigation District	Fern Ridge School District No. 28J	John de la Howe School District	Cedar Mountain Fire Protection District	Washington State Board for Community and Technical Colleges
Bonneville County Fire District No. 1	Forest Grove School District	Kershaw County School District	Cedarview-Montwell Special Service District	Washington State Higher Education Facilities Authority
Bruneau Valley District Library	Fossil School District 21J		Central Davis County Sewer District	Washington State Student Achievement Council

ATTACHMENT 1

Idaho	Oregon	South Carolina	Utah	Washington
Bruneau Water and Sewer District	Gaston School District 511 J	Lancaster County School District	Central Iron County Water Conservancy District	Washington State University
Buhl Highway District	Gervais School District	Laurens County School District No. 55	Central Utah Water Conservancy District	Washington State University, Vancouver
Buhl Rural Fire Protection District	Gladstone School District	Laurens County School District No. 56	Central Weber Sewer Improvement District	Wenatchee Valley College
Burley Highway District	Glendale School District No. 77	Lee County School District	Charleston Water Conservancy District	Western Washington University
Caldwell Housing Authority	Glide School District	Legacy Charter Schools	Copperton Improvement District	Whitcom Community College
Canyon Highway District No. 4	Grant County Education Service District	Lexington County School District No. 1	Cottonwood Improvement District	Yakima Valley Community College
Cascade Rural Fire District	Grant School District No. 3	Lexington County School District No. 2	Davis Community Housing Authority	Education (K-12)
Castleford Rural Fire District	Grants Pass School District No. 7	Lexington County School District No. 3	Davis County Housing Authority	Aberdeen School District No. 5
Central Fire District	Greater Albany Public School District 8J	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	Lexington-Richland Counties School District No. 5	Duchesne County Upper 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 County School District	Marion County School District No. 7	Emery County Public District	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	Oconee 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. 1J	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 Housing Authority	Bellingham School District No. 501
Cottonwood Highway District	Huntington School District No. 16J	Pickens County School District	Grange-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	lone 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	Jordan Valley Water Conservancy District	Brewster School District No. 111
Eagle Fire Protection District	Jefferson School District	Spartanburg County School District No. 2	Jordan Valley Water Conservancy District	Bridgeport School District No. 75
Eagle Sewer District	Jewell School District No. 8	Spartanburg County School District No. 3	Jordan Valley Water Conservancy District	Brimnon 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 School District No. 1	Union County School District	MidValley Improvement District	Cashmere School District No. 222
Ferdinand Highway District	Lakeview 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. 7J	Williston School District No. 2	Moab Mosquito Abatement District	Central Valley School District No. 356
Friedman Memorial Airport Authority	Lakeview School District No. 7	York School District No. 1	Moab Valley Fire Protection District	Centralia School District No. 401
Garden Valley District Library	Lane Education Service District	Special District	Mountain Green Sewer Improvement District	Chehalis School District No. 302
Garden Valley Fire Protection District	Lebanon Community School District No. 9	Abbeville Housing Authority	Mountain Regional Water Special Service District	Cheney School District No. 360
Garden Valley Recreation District	Lincoln County School District	Aiken Housing Authority	Mountain View Special Service District	Chevelah School District No. 36
Gateway Fire Protection District	Lin-Benton-Lincoln Education Service District	Anderson Housing Authority	Mt. Olympus Improvement District	Chief Leschi School System
Gem County Mosquito Abatement District	Long Creek School District No. 17	Atlantic Beach Housing Authority	North Davis County Sewer District	Chimacum School District No. 49
Glenns Ferry Highway District	Lowell School District No. 71	Beaufort Housing Authority	North Davis Fire District	Clarkston School District No. 420-185
Golden Gate Highway District No. 3	Mapleton School District No. 32	Beaufort-Jasper Water and Sewer Authority	North Emery Water Users Special Service District	Cle Elum-Roslyn School District
Gooding County Memorial Hospital District	Marcola School District No. 79J	Beech Island Rural Community Water District	North Fork Special Services District	Clover Park School District No. 400
Grace District Library	McKenzie School District	Belton-Hones Path Water Authority	North Pointe Solid Waste Special Service District	Colfax School District No. 300
Grangeville Highway District	McMinnville School District No. 40	Bennettsville Housing Authority	North Summit Fire District	College Place School District No. 250
Granite Reeder Water and Sewer District	Medford School District No. 549C	Berea Public Service District	North Tooele County Fire Protection District	Colton School District No. 306
Greater Boise Auditorium District	Milton-Freewater School District No. 7	Berkeley County Water and Sanitation Authority	North Utah Water Conservancy District	Columbia School District No. 206
Greater Middleton Parks and Recreation District	Mitchell School District No. 55	Big Creek Water and Sewerage District	North View Fire District	Columbia School District No. 206, Stevens County
Greater Swan Valley Fire Protection District No. 2	Molalla River School District	Bluffton Township Fire District	Ogden Housing Authority	Columbia School District No. 400
Groveland Water and Sewer District	Monument School District	Bolling Springs Fire District, Greenville County	Orary Park Water Improvement District	Coville School District No. 115
Harbor View Estates Water and Sewer District	Morrow County School District	Broad Creek Public Service District	Park City Fire Service District	Concrete School District No. 11
Hayden Lake Irrigation District	Mt. Angel School District	Buffalo-Mt. Pisgah Fire Protection District	Price River Water Improvement District	Conway Consolidated School District No. 317
Hayden Lake Recreational Water and Sewer District	Multnomah Education Service District Consortium	Burton Fire District	Provo Housing Authority	Cosmopolis School District
Hillsdale Highway District	Myrtle Point School District	Central Midlands Regional Transit Authority	Rockville/Springdale Fire Protection District	Coulee-Hartline School District No. 151
Homedale Highway District	Neah-Kah-Nie School District No. 56	Charleston Area Regional Transportation Authority	Rosevelt City Housing Authority	Coupeville School District No. 204
Hoo Doo Water and Sewer District	Nestucca Valley School District No. 301	Charleston County Aviation Authority	Salt Lake City Housing Authority	Crescent School District
Horseshoe Bend Fire Protection District	New Hope Christian Schools	Charleston County Housing and Redevelopment Authority	Salt Lake City Mosquito Abatement District	Creston School District No. 73
Idaho Soil and Water Conservation District	Newberg School District No. 29J	Charleston Housing Authority	Salt Lake County Housing Authority	Curlew School District No. 50
Indian Valley Rural Fire District	North Bend School District No. 13	Charleston Naval Complex Redevelopment Authority	Sandy Suburban Improvement District	Cusick School District
Iona-Bonneville Sewer District	North Central Education Service District	Charleston Soil and Water Conservation District	Scofield Reservoir Special Service District	Darrington School District No. 330
Island Park Fire District	North Clackamas School District No. 12	Cheraw Housing Authority	Sevier County Special Service District No. 207	Davenport School District No. 207
Jerome Highway District	North Douglas School District No. 22	Chester Housing Authority	Skyline Mountain Special Service District	Dayton School District No. 2
Jerome Recreation District	North Lake School District	Chester Metropolitan District	Snyderville Basin Special Recreation District	Deer Park School District No. 414
Jerome Rural Fire District No. 1	North Marion School District No. 15	Chester Sewer District	Snyderville Basin Water Reclamation District	Dieringer School District
Kamiah Fire Protection District	North Wasco School District No. 29	Coast Regional Transportation Authority	Solid Waste Special Service District No. 1	Divia School District
Kamiah Highway District	North Wasco County School District No. 21	Columbia Housing Authority	South Davis Sewer District	East Valley School District No. 361
Ketchum Rural Fire Protection District	Northwest Regional Education Service District	Conway Housing Authority	South Davis Water District	East Valley School District No. 361, Spokane County
Kidder Harris Highway District	Nysa School District No. 26	Daniel Morgan Water District	South Ogden Conservation District	East Valley School District No. 90, Yakima County
Kingston Water District	Oakland School District	Darlington County Fire District	South Salt Lake Valley Mosquito Abatement District	Eastmont School District No. 206
Kootenai County Water District No. 1	Oakridge School District No. 76	Darlington County Water and Sewer Authority	South Summit Fire Protection District	Eatonville School District No. 404
Kootenai-Ponderay Sewer District	Ontario School District No. 8C	Darlington Housing Authority	South Utah Valley Solid Waste District	Edmonds School District No. 15
Kootenai-Shoshone Soil and Water Conservation District	Oregon City School District No. 62	Donalds-Due West Water and Sewer Authority	South Valley Sewer District	Educational Service District No. 112
Kuna Library District	Oregon Trail School District No. 46	Dorchester County Sales Tax Transportation Authority	Southeastern Utah Housing Authority	Ellensburg School District No. 401
Laclede Water District	Paisley School District No. 11	Duncan Chapel Fire District	Spanish Valley Water and Sewer Improvement District	Elma School District No. 58
Lakes Highway District	Parkrose School District No. 3	Easley Housing Authority	St. George Housing Authority	Endicott School District No. 308
Latah County Library District	Pendleton School District No. 16	Easley-Central Water District	Stansbury Park Improvement District	Entiat School District No. 127
Latah Soil and Water Conservation District	Perrydale School District No. 21J	East Richland County Public Service District	Strawberry Electric Service District	Enumclaw School District No. 216
Lemhi Soil and Water Conservation District	Philomath School District No. 17J	Edgefield County Water and Sewer Authority	Sugar House Park Authority	Ephrata School District No. 165
Lewiston-Nez Perce County Regional Airport Authority	Pilot Rock School District No. 2	Florence Housing Authority	Tabby Valley Park Special Service District	Everett School District No. 36
Lincoln County Recreation District	Pine Eagle School District No. 61	Fort Mill Housing Authority	Taylorville-Bennion Improvement District	Everett School District No. 114, Clark County
Little Blacktail Ranch Water District	Pinehurst School District No. 11	Frapp Island Public Service District	Thompson Special Service District	Evergreen School District No. 205
Little Wood River Library District	Pleasant Hill School District	Gaffney Housing Authority	Thompson Special Service District	Federal Way Public Schools
Lizard Butte Library District	Plush School District 18	Gaston Rural Community Water District	Tooele County Housing Authority	Ferndale School District No. 502
Lost River Highway District	Port Orford-Langlois School District No. 2CJ	Georgetown County Water and Sewer District	Tooele County Recreation Special Service District	Fife School District No. 417
M&T Water and Sewer District	Portland Public School District No. 1	Georgetown Housing Authority	Tridell-Lapoint Water Improvement District	Finley School District
Mackay Free Library District	Powers School District No. 31	Gilbert-Summit Rural Water District	Uintah Animal Control and Shelter Special Service District	Franklin Pierce School District No. 402
Madison Library District	Prairie City School District No. 4	Greenville Arena District	Uintah County Municipal Building Authority	Freeman School District No. 358
	Prospect School District		Uintah Fire Suppression Special Service District	Garfield School District No. 302
			Uintah Health Care Special Service District	

ATTACHMENT 1

Idaho	Oregon	South Carolina	Utah	Washington
Marsing Rural Fire District	Rainier School District No. 13	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	Reedport School District No. 105	Greenville Housing Authority	Uintah Recreation District	Grand Coulee Dam School District
Meridian Cemetery Maintenance District	Region 9 Education Service District	Greenville 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
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	Griffin 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	Kingsport Water and Sewer District	Wasatch Front Waste and Recycling District	Highland School District No. 203
Mountain Home Highway District	Scappoose School District No. 1j	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	Inchellium School District No. 70
New Plymouth Fire District	Sherwood School District No. 88j	Laurens Housing Authority	Weber Mosquito Abatement District	Issaquah School District No. 411
North Bingham County District Library	Silver Falls School District No. 4j	Lexington County Health Services District, Inc.	Weber-Box Elder Conservation District	Kahlotus School District No. 56
North Custer Hospital District	Sisters School District No. 6	Liberty-Chester-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	Lugoff-Elgin Water Authority		Kennewick School District No. 17
Northern Lakes Fire District	South Umpqua School District No. 19	Marion Housing Authority		Kent School District No. 415
Northside Fire District	South Wasco County School District No. 1	Marlboro County Housing Authority		Kettle Falls School District No. 212
Notus-Parma Highway District No. 2	Southern Oregon Education Service District	McColl Housing Authority		Kiona-Benton City School District No. 52
Oakley Highway District	Spray School District No. 1	Medical University Hospital Authority		Kittitas School District
Oakley Library District	Springfield School District No. 19	Metropolitan Sewer Sub-District		Klickitat School District No. 402
Ola District Library	St. Helens School District No. 502	Milford Water and Sewer District		La Center School District
Oneida County Fire District	St. Paul School District No. 45	Mullins Housing Authority		La Conner School District No. 311
Oregon Trail Recreation District	Stanfield School District No. 61	Murrells Inlet-Garden City Fire District		LaCrosse School District
Outlet Bay Water and Sewer District	Sutherlin School District No. 130	Myrtle Beach Air Force Base Redevelopment Authority		Lake Chelan School District No. 129
Panhandle Health District	Sweet Home School District No. 55	Myrtle Beach Housing Authority		Lake Quinalt School District No. 97
Parma Rural Fire Protection District	Three Rivers School District	Newberry County Water and Sewer Authority		Lake Stevens School District No. 4
Pine Ridge Water and Sewer District	Tigard-Tualatin School District No. 23j	Newberry Housing Authority		Lake Washington School District No. 414
Pinehurst Water District	Tillamook School District No. 9	North Charleston Housing Authority		Lakeview School District No. 306
Pioneer Irrigation District	Union School District No. 80j	North Charleston Water District		Lamont School District
Placerville Fire Protection District	Umatilla School District No. 6	North Greenville Fire District		Liberty School District No. 362
Pocatello Housing Authority	Union School District 5	Oconee County Joint Regional Sewer Authority		Lind School District
Pocatello-Chubbuck Auditorium District	Vale School District No. 84	Parker Sewer and Fire Subdistrict		Longview School District No. 122
Portneuf District Library	Vernonia School District No. 47j	Patriots Point Development Authority		Loon Lake School District No. 183
Post Falls Highway District	Wallowa School District No. 12	Pee Dee Regional Airport District		Lopez Island School District No. 144
Power County Highway District	Warrenton-Hammond School District No. 30	Pee Dee Regional Transportation Authority		Lyle School District No- 406
Prairie Highway District	West Linn-Wilsonville School District	Piedmont Public Service District		Lynden School District No. 504
Prairie-River Library District	Willamette Education Service District	Pioneer Rural Water District		Mabton School District No. 120
Progressive Irrigation District	Willamina School District No. 30j	Powersville Water District		Manfield 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		Sandy Springs Water District		McCleary School District No. 65
Rockland Rural Fire District		Santee Fire Service District		Mead School District No. 354
Rogerson Water District		Santee Waterree Regional Transportation Authority		Medical Lake School District No. 326
Ross Point Water District		Sheldon Township Fire District		Mercer Island School District No. 400
Sagle Fire District		Slater-Marietta Fire District		Meridian School District No. 505
Salmon River Clinic Hospital District		South Carolina Housing Authority Bond Council		Methow Valley School District
Sam Owen Fire District		South Carolina Public Employee Benefit Authority		Monroe School District No. 103
Santa-Fernwood Water and Sewer District		South Carolina Regional Housing Authority No. 1		Montesano School District No. 66
Schweitzer Fire-Rescue District		South Carolina Regional Housing Authority No. 3		Morton School District No. 214
Settlers Irrigation District		South Carolina State Education Assistance Authority		Moses Lake School District No. 161
Shelley/Firth Fire District		South Carolina State Fiscal Accountability Authority		Mossyrock School District No. 206
Shoshone City & Rural Fire District		South Carolina State Housing Finance and Development Authority		Mt. Adams School District No. 209
Shoshone County Fire Protection District No. 2		South Carolina State Ports Authority		Mt. Baker School District No. 507
Shoshone Highway District No. 2		South Greenville Fire District		Mt. Vernon School District No. 320
South Bannock Library District		South Island Public Service District		Mukilteo School District No. 6
South Bingham Soil Conservation District		Southside Rural Community Water District		Naches Valley School District No. 3
South Boundary Fire Protection District		Spartanburg Housing Authority		Napavine School District No. 14
South Custer Fire District		Spartanburg Regional Health Services District		Naselle-Grays River Valley School District No.165
South Fork Coeur d'Alene River Sewer District		St. Andrews Public Service District South Carolina		Nespelem School District No. 14
South Latah Highway District		St. John's Fire District		Newport School District No. 56-415
Southside Water and Sewer District		Starr-Iva Water and Sewer District		Nine Mile Falls School District No. 325/179
Southwestern Idaho Cooperative Housing Authority		Startex-Jackson-Wellford-Duncan Water District		Nooksack Valley School District No. 506
St. Maries Fire Protection District		Sumter Housing Authority		North Beach School District No. 64
Star Joint Fire District		Talatha Rural Community Water District		North Franklin School District No. 51
Star Sewer and Water District		Taylor's Fire and Sewer District		North Kitsap School District No. 400
Sun Valley Water and Sewer District		Three Rivers Solid Waste Authority		North Mason School District
Sunset Heights Water District		Tigerville Fire District		North Thurston Public Schools
Targhee Regional Public Transit Authority		Tri-County Solid Waste Authority		Northport School District No. 211
Targhee Regional Public Transportation Authority		Union Housing Authority		Northshore School District No. 417
Teton County Fire Protection District		Valley Public Service Authority		Oak Harbor School District No. 201
Three Creek Highway District		Waccamaw Regional Transportation Authority		Oakdale School District No. 324
Three Mile Water District		Wedgfield Stateburg Water District		Oakville School District No. 400
Timberlake Fire Protection District		West Anderson Water District		Ocean Beach School District No. 101
Twin Falls Highway District		Westview-Fairforest Fire District		Ocosta School District No. 172
Twin Falls Housing Authority		Whitney Fire Protection District		Odessa School District No. 105
Twin Falls Rural Fire Protection District		Williamsburg County Transit Authority		Okanogan School District No. 305
Twin Ridge Rural Fire District		Williamsburg County Water and Sewer Authority		Olympia School District No. 111
Union Independent Highway District		Woodruff Housing Authority		Olympic Educational Service District
Upper Fords Creek Rural Fire District		Woodruff-Roebuck Water District		Omak School District No. 19
Warm Lake Recreational Water District		York County Natural Gas Authority		Onalaska School District No. 300
Wendell Highway District				Onion Creek School District No. 30
West Boise Sewer District				Orcas Island School District No. 137
West Bonner Library District				Orchard Prairie School District No. 123
West Bonner Water and Sewer District				Orient School District No. 65

Idaho	Oregon	South Carolina	Utah	Washington
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
Wilderness Ranch Fire Protection District	Colton Fire District	Township		Pateros School District
Winona Highway District	Colton Water District	Township of Grand Meadow		Paterson School District No. 50
Worley Fire District	Columbia Corridor Drainage Districts Joint Contracting Authority	Tribal		Pe Ell School District No. 301
Worley Highway District	Columbia Health District	Catawba Indian Nation		Peninsula School District
State	Columbia Improvement District			Pioneer School District No. 402
Idaho Department of Administration	Columbia River People's Utility District			Pomeroy School District No. 110
Idaho Department of Health and Welfare	Columbia Soil and Water Conservation District			Port Angeles School District No. 121
State Of Idaho	Coos County Airport District			Port Townsend School District No. 50
Tribal	Coos County Library Service District			Prescott School District No. 402-37
Coeur d'Alene Tribe	Coquille Indian Housing Authority			Pride Prep Schools
Kootenai Tribe of Idaho	Coquille Valley Hospital District			Prosser School District No. 116
Nez Perce Tribal Enterprises	Corbett Water District			Puget Sound Educational Service District
Nez Perce Tribe	Corvallis Rural Fire Protection District			Pullman School District No. 267
Shoshone-Bannock Tribes	Cove Rural Fire Protection District			Puyallup School District No. 3
	Crooked River Ranch Rural Fire Protection District			Quests-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			Rearadan-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-Vinemapple 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
	Glenneden 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			Steilacoom Historical School District No. 1
	Grants Pass Irrigation District			Step toe 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			Tonasket School District
	Hermiston Fire and Emergency Services District			Toppenish 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

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Junction City Rural Fire Protection District			Washougal School District
		Juniper Flat Rural Fire Protection District			Washucna 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
		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			
		Lane Transit District			Special District
		Langlois Water District			Acme Water District No. 18
		LaPine Special Sewer District			Adams County Fire Protection District No. 1
		Lebanon Aquatic District			Adams County Mosquito Control District
		Lebanon Fire District			Aeneas Lake Irrigation District
		Lewis and Clark Rural Fire Protection District			Alderwood Water and Wastewater District
		Libby Drainage District			Alpine Water District
		Linn Benton Housing Authority			Anacortes Housing Authority
		Lookingglass Rural Fire District			Annapolis Water District
		Lorane Rural Fire Protection District			Asotin County Cemetery District No. 1
		Lowell Rural Fire Protection District			Asotin County Conservation District
		Lower Umpqua Hospital District			Asotin County Fire District No. 1
		Lusted Water District			Asotin County Housing Authority
		Madras Aquatic Center District			Asotin County Public Utility District No. 1
		Malheur County Housing Authority			Badger Mountain Irrigation District
		Malin Rural Fire Protection District			Bainbridge Island Metropolitan Park and Recreation District
		Mapleton Water District			Basin City Water/Sewer District
		Marion County Fire District No. 1			Bayview Beach Water District
		Marion Soil and Water Conservation District			Beacon Hill Water and Sewer District
		Medford Irrigation District			Beehive Irrigation District
		Merrill Rural Fire Protection District			Belfair Water District No. 1
		Metro			Bellevue Convention Center Authority
		McMinnville Water & Light			Bellingham Housing Authority
		Mid-County Cemetery Maintenance District			Bellingham Public Development Authority
		Middle Fork Irrigation District			Benton County Diking District No. 1
		Miles Crossing Sanitary Sewer District			Benton County Fire Protection District No. 1
		Mill City Rural Fire Protection District			Benton County Fire Protection District No. 2
		Milton-Freewater Water Control District			Benton County Fire Protection District No. 4
		Mist-Birkenfeld Rural Fire Protection District			Benton County Fire Protection District No. 5
		Mohawk Valley Rural Fire District			Benton County Fire Protection District No. 6
		Molalla River Improvement District			Benton County Mosquito Control District
		Molalla Rural Fire Protection District No. 73			Benton County Public Utility District No. 1
		Monroe Rural Fire Protection District			Benton Irrigation District
		Morrow County Health District			Benton-Franklin Health District
		Mountain View Hospital District			Beverly Water District
		Mt. Angel Fire District			Birch Bay Water and Sewer District
		Multnomah County Drainage District No. 1			Black Diamond Water District
		Multnomah County Rural Fire Protection District No. 10			Bremerton Housing Authority
		Multnomah County Rural Fire Protection District No. 14			Buckhannon-Upshur County Airport Authority
		Nesika Beach-Ophir Water District			Burbank Irrigation District No. 4
		Neskokwin Regional Sanitary Authority			Carnhope Irrigation District No. 7
		Neskokwin Regional Water District			Cascadia Conservation District
		Nestucca Rural Fire Protection District			Cedar River Water and Sewer District
		Netarts-Oceanside Sanitary District			Central Klickitat County Park and Recreation District
		Netarts-Oceanside Rural Fire Protection District			Central Pierce Fire and Rescue District No. 6
		North Bay Rural Protection Fire District			Central Puget Sound Regional Transit Authority
		North Bend City/Coos-Curry Housing Authority			Central Valley Ambulance Authority
		North Central Public Health District			Chelan County Fire District No. 1
		North Clackamas Parks and Recreation District			Chelan County Fire District No. 3
		North County Recreation District			Chelan County Fire District No. 5
		North Gilliam Cemetery District			Chelan County Fire District No. 6
		North Gilliam County Rural Fire Protection District			Chelan County Fire District No. 7
		North Lincoln Fire and Rescue District No. 1			Chelan County Fire District No. 8
		North Powder Rural Fire Protection District			Chelan County Fire District No. 9
		North Sherman County Rural Fire Protection District			Chelan County Public Hospital District No. 1
		North Unit Irrigation District			Chelan County Public Utility District No. 1
		Northeast Oregon Housing Authority			Chelan County/Wenatchee Housing Authority
		Northern Wasco County Park and Recreation District			Chelan-Douglas Health District
		Northern Wasco County People's Utility District			Chinook Water District
		Northwest Oregon Housing Authority			Chuckanut Community Forest Park District
		Nysa Road Assessment District No. 2			Clallam Conservation District
		Nysa Rural Fire Protection District			Clallam County Fire District No. 2
		Oak Hill Sanitary District			Clallam County Fire District No. 5
		Oak Lodge Sanitary District			Clallam County Fire District No. 6
		Oak Lodge Water District			Clallam County Fire Protection District No. 1
		Oceanside Water District			Clallam County Fire Protection District No. 3
		Ochoo West Sanitary District			Clallam County Fire Protection District No. 4
		Odell Sanitary District			Clallam County Hospital District No. 1
		Ontario Library District			Clallam County Housing Authority
		Oregon Fire Districts Association			Clallam County Parks and Recreation District No. 1
		Oregon Infrastructure Finance Authority			Clallam County Public Hospital District No. 2
		Oregon Trail Library District			Clallam County Public Utility District No. 1
		Oregon Water Wonderland Unit II Sanitary District			Clark County Fire District No. 10
		Owyhee Irrigation District			Clark County Fire District No. 11
					Clark County Fire District No. 13

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Pacific City Joint Water Sanitary Authority			Clark County Fire District No. 5
		Pacific Communities Health District			Clark County Fire Protection District No. 3
		Palatine Hill Water District			Clark County Fire Protection District No. 6
		Peninsula Drainage District No. 1			Clark County Public Utility District No. 1
		Peninsula Drainage District No. 2			Clark Regional Wastewater District
		Pilot Rock Fire Protection District			Cline Irrigation District
		Pine Grove Rural Fire Protection District			Clinton Water District
		Pleasant Hill Rural Fire Protection District			Coal Creek Utility District
		Pleasant Home Water District			Columbia Conservation District
		Polk County Fire District No. 1			Columbia County Fire District No. 3
		Polk County Housing Authority			Columbia County Public Hospital District No. 1
		Polk Soil and Water Conservation District			Columbia County Rural Library District
		Portland Metropolitan Area Water District			Columbia Irrigation District
		Public Procurement Authority			Columbia Valley Water District
		Rainbow Water District			Colville Indian Housing Authority
		Raleigh Water District			Consolidated Irrigation District No. 14
		Redmond Area Park and Recreation District			Covington Water District
		Riddle Rural Fire District			Cowiche Sewer District
		River Forest Acres Special Road District			Cowlitz County Cemetery District No. 2
		River Road Park and Recreation District			Cowlitz County Fire District No. 6
		Rivergrove Water District			Cowlitz County Public Utility District No. 1
		Roads End Sanitary District			Cowlitz Transit Authority
		Roberts Creek Water District			Cross Valley Water District
		Rockwood Water People's Utility District			Dallesport Water District
		Rogue River Cemetery Maintenance District			Douglas County Fire District No. 2
		Rogue Valley Transportation District			Douglas County Fire Protection District No. 5
		Roseburg Urban Sanitary Authority			Douglas County Public Utility District No. 1
		Sable Drive Road District			Douglas County Sewer District No. 1
		Salem Area Mass Transit District			Douglas-Okanogan County Fire District No. 15
		Salem Housing Authority			East Columbia Basin Irrigation District
		Salem-Keizer Transit District			East Gig Harbor Water District
		Santa Clara Rural Fire Protection District			East Lewis County Public Development Authority
		Santiam Water Control District			East Pierce Fire and Rescue District No. 22
		Scappoose Rural Fire District			East Spokane Water District No. 1
		Scio Rural Fire District			East Wenatchee Water District
		Scottsburg Rural Fire District			Eastmont Metropolitan Park District
		Seal Rock Fire District			Eastsound Sewer and Water District
		Seal Rock Water District			Edmonds Public Facilities District
		Shangri-La Water District			Elensburg Business Development Authority
		Shasta View Irrigation District			Enterprise Cemetery District No. 7
		Siletz Rural Fire Protection District			Entiat Irrigation District
		Silverton Fire District			Everett Housing Authority
		Sisters-Camp Sherman Rural Fire Protection District			Everett Public Facilities District
		Sluagan Public Library District			Evergreen Water-Sewer District No. 19
		South Clackamas Transportation District			Fall City Water District
		South Suburban Sanitary District			Ferry County Public Utility District No. 1
		Southern Curry Cemetery Maintenance District			Ferry/Okanogan County Fire Protection District No. 13
		Southwest Lincoln County Water District			Fisherman Bay Sewer District
		Spring River Special Road District			Foster Creek Conservation District
		Springfield Utility District			Four Lakes Water District No. 10
		Stanfield Fire District No. 7-402			Franklin Conservation District
		Stayton Fire District			Franklin County Cemetery District No. 2
		Suburban East Salem Water District			Franklin County Fire District No. 1
		Sunrise Water Authority			Franklin County Fire Protection District No. 3
		Sunset Empire Transportation District			Franklin County Irrigation District No. 1
		Swalley Irrigation District			Franklin County Public Utility District No. 1
		Sweet Home Fire and Ambulance District			Freeland Water and Sewer District
		Talent Irrigation District			Ft. Worden Public Development Authority
		Terrebonne Domestic Water District			Gardena Farms Irrigation District No. 13
		Three Sisters Irrigation District			Goforth Special Utility District
		Tillamook County Transportation District			Grand Coulee Project Hydroelectric Authority
		Tillamook People's Utility District			Grandview Irrigation District
		Tiller Rural Fire District			Grant County Airport District No. 1
		Toledo Rural Fire Protection District			Grant County Fire District No. 10
		Tri City Rural Fire District No. 4			Grant County Fire District No. 11
		Tri City Water District			Grant County Fire District No. 3
		Tri-City Service District			Grant County Fire District No. 4
		Tri-County Metropolitan Transportation District			Grant County Fire District No. 7
		Tualatin Hills Park and Recreation District			Grant County Fire Protection District No. 5
		Tualatin Hills Park and Recreation District			Grant County Housing Authority
		Tualatin Valley Irrigation District			Grant County Mosquito Control District No. 1
		Tualatin Valley Water District			Grant County Mosquito District No. 2
		Tumalo Irrigation District			Grant County Port District No. 4
		Twin Rocks Sanitary District			Grant County Port District No. 6
		Umatilla County Housing Authority			Grant County Port District No. 7
		Umatilla Hospital District			Grant County Public Hospital District No. 1
		Umatilla Land Redevelopment Authority			Grant County Public Hospital District No. 2
		Umatilla Morrow Radio and Data District			Grant County Public Hospital District No. 3
		Umatilla Reservation Housing Authority			Grant County Public Hospital District No. 4
		Umatilla Rural Fire Protection District			Grant County Public Utility District No. 2
		Union Cemetery District			Grant Transit Authority
		Vale Oregon Irrigation District			Grays Harbor Conservation District
		Valley View Water District			Grays Harbor County Fire Protection District No. 1
		Vandevent Acres Special Road District			Grays Harbor County Fire Protection District No. 12
		Vineyard Mountain Water and Improvement District			Grays Harbor County Fire Protection District No. 14
		Walla Walla River Irrigation District			Grays Harbor County Fire Protection District No. 2
		Wallowa County Health Care District			Grays Harbor County Fire Protection District No. 7
		Wamic Water and Sanitary Authority			Grays Harbor County Housing Authority
		Warm Springs Housing Authority			Grays Harbor County Water District No. 1
		Wasco County Soil and Water Conservation District			Grays Harbor County Water District No. 2
		Washington County Fire District No. 2			Grays Harbor Drainage District No. 1
		Washington County Housing Authority			Grays Harbor Fire District No. 10
		Water Wonderland Improvement District			Grays Harbor Historical Seaport Authority
		Wedderburn Sanitary District			Grays Harbor Public Utility District No. 1

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		West Slope Water District West Valley Housing Authority Western Lane Ambulance District Westport Wauna Rural Fire Protection District Westwood Hills Road District Ward Memorial Park District Wickiup Water District Willamalane Park and Recreation District 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			Grays Harbor Transportation Authority Greater Wenatchee Irrigation District Greater Wenatchee Regional Events Center Public Facilities District Green Tank Irrigation District No. 11 Hartstene Pointe Water-Sewer District Highland Water District Highlands Sewer District Highline Water District Historic Seattle Preservation and Development Authority Holmes Harbor Sewer District Hunters Water District Hydro Irrigation District No. 9 Icicle Irrigation District 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 Kapowsin Water District Kelso Housing Authority Kennewick Housing Authority Kennewick Irrigation District Kennewick Public Facilities District Kennewick Public Hospital District Kent Fire Department Regional Fire Authority Key Peninsula Metro Parks District King County Airport District No. 1 King County Ferry District King County Fire Protection District No. 16 King County Fire Protection District No. 2 King County Fire Protection District No. 20 King County Fire Protection District No. 25 King County Fire Protection District No. 27 King County Fire Protection District No. 28 King County Fire Protection District No. 34 King County Fire Protection District No. 37 King County Fire Protection District No. 40 King County Fire Protection District No. 43 King County Fire Protection District No. 44 King County Fire Protection District No. 45 King County Fire Protection District No. 47 King County Fire Protection District No. 50 King County Flood Control District King County Hospital District No. 4 King County Housing Authority King County Public Hospital District No. 1 King County Public Hospital District No. 2 King County Water District No. 1 King County Water District No. 111 King County Water District No. 117 King County Water District No. 119 King County Water District No. 125 King County Water District No. 19 King County Water District No. 20 King County Water District No. 45 King County Water District No. 49 King County Water District No. 54 King County Water District No. 90 Kitsap Conservation District Kitsap County Consolidated Housing Authority Kitsap County Fire District No. 18 Kitsap County Public Utility District No. 1 Kitsap County Rural Library District Kitsap Public Health District Kittitas County Conservation District Kittitas County Fire District No. 2 Kittitas County Fire Protection District No. 7 Kittitas County Hospital District No. 2 Kittitas County Housing Authority Kittitas County Public Utility District No. 1 Kittitas County Water District No. 5 Kittitas County Water District No. 6 Kittitas County Water District No. 7 Klickitat County Fire District No. 14 Klickitat County Fire District No. 15 Klickitat County Fire District No.1 Klickitat County Fire Protection District No. 4 Klickitat County Fire Protection District No. 5 Klickitat County Port District No. 1 Klickitat County Public Hospital District No. 1 Klickitat County Public Hospital District No. 2 Klickitat County Public Utility District No. 1 Lacey Fire District 3 Lake Chelan Reclamation District Lake Chelan Sewer District Lake Forest Park Water District
		State Oregon Department of Administrative Services Oregon Department of Revenue Oregon Health Licensing Agency Oregon Higher Education Coordinating Commission Oregon Secretary of State Oregon State Board of Nursing State of Oregon			
		Tribal Burns Paiute Tribe Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians Confederated Tribes of Grand Ronde Community Confederated Tribes of Siletz Indians Confederated Tribes of the Umatilla Indian Reservation Confederated Tribes of the Warm Springs Coquille Indian Tribe Klamath Tribes			

ATTACHMENT 1

Hawaii

Idaho

Oregon

South Carolina

Utah

Washington

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

ATTACHMENT 1

Hawaii

Idaho

Oregon

South Carolina

Utah

Washington

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
Quilteute Housing Authority
Quinalt Housing Authority
Quincy-Columbia Basin Irrigation District
Renton Housing Authority
Richland Housing Authority
Richland Public Facilities District
Ronald Wastewater District
Roza Irrigation District
Sacheen Lake Sewer and Water District
Sammamish Plateau Water and Sewer District
San Juan Island Library District
Saratoga Water District
Scatchet Head Water District
Seattle Chinatown International District Preservation and Development Authority
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

ATTACHMENT 1

Hawaii

Idaho

Oregon

South Carolina

Utah

Washington

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. 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

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Water District 19 Wells Ranch Irrigation District Wenatchee Reclamation District Wenatchee-Chiwawa Irrigation District West Sound Utility District Whatcom Conservation District Whatcom County Fire District No. 1 Whatcom County Fire District No. 11 Whatcom County Fire District No. 14 Whatcom County Fire District No. 16 Whatcom County Fire District No. 17 Whatcom County Fire District No. 4 Whatcom County Fire District No. 5 Whatcom County Fire District No. 7 Whatcom County Fire District No. 8 Whatcom County 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 Cowitz Indian Tribe Hoh Indian Tribe Jamestown S'Klallam Tribe Kalispel Tribe of Indians Lower Elwha Klallam Tribe Lummi Indian Nation Makah Tribe Muckleshoot Indian Tribe Nisqually Indian Tribe Nooksack Indian Tribe Port Gamble S'Klallam Tribe Puyallup Tribe of Indians Quileute Indian Tribe Quinault Indian Nation Samish Indian Nation Sauk-Suiattle Indian Tribe Skokomish Indian Tribe Snoqualmie Indian Tribe Spokane Tribe Squaxin Island Tribe Stillaguamish Tribe of Indians Suquamish Tribe Swinomish Indian Tribal Community Tulalip Tribes Upper Skagit Indian Tribe Yakama Nation Land Enterprise



Appendix C - Political Subdivision List for Virginia

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

City/Town

Town of Elkton
 Town of Exmore
 Town of Farmville
 Town of Fincastle
 Town of Floyd
 Town of Fries
 Town of Front Royal
 Town of Gate City
 Town of Gate Spring
 Town of Glasgow
 Town of Glen Lyn
 Town of Gordonsville
 Town of Goshen
 Town of Gretna
 Town of Grotoes
 Town of Halifax
 Town of Hamilton
 Town of Haymarket
 Town of Hayti
 Town of Herndon
 Town of Hillsville
 Town of Honaker
 Town of Hurt
 Town of Independence
 Town of Iron Gate
 Town of Irvington
 Town of Jonesville
 Town of Kenbridge
 Town of Keyville
 Town of Kilmarnock
 Town of La Crosse
 Town of Lawrenceville
 Town of Leesburg
 Town of Louisa
 Town of Lovettsville
 Town of Luray
 Town of Marion
 Town of Middleburg
 Town of Middletown
 Town of Mineral
 Town of Monterey
 Town of Montross
 Town of Mt. Jackson
 Town of Narrows
 Town of New Castle
 Town of New Market
 Town of Nickelsville
 Town of Occoquan
 Town of Onancock
 Town of Orange
 Town of Pamplin City
 Town of Parkley
 Town of Pearisburg
 Town of Pembroke
 Town of Pennington Gap
 Town of Phenix
 Town of Pocahontas
 Town of Pound
 Town of Pulaski
 Town of Purcellville
 Town of Quantico
 Town of Remington
 Town of Rich Creek
 Town of Richlands
 Town of Ridgeway
 Town of Rocky Mount
 Town of Round Hill
 Town of Rural Retreat
 Town of Saltville
 Town of Scottsville
 Town of Shenandoah
 Town of Smithfield
 Town of South Boston
 Town of South Hill
 Town of St. Paul
 Town of Stanley
 Town of Stephens City
 Town of Strasburg
 Town of Stuart
 Town of Tangier
 Town of Tappahannock
 Town of Tazewell
 Town of Timberville
 Town of Trouville
 Town of Urbanna
 Town of Victoria
 Town of Vienna
 Town of Vinton
 Town of Wakefield
 Town of Warrenton
 Town of Warsaw
 Town of Washington
 Town of Waverly
 Town of West Point
 Town of White Stone
 Town of Windsor
 Town of Wise
 Town of Woodstock
 Town of Wytheville

Special Districts

Montgomery County Public Service Authority
 Montgomery Regional Solid Waste Authority
 Mt. Rogers Planning District Commission
 New River Regional Water Authority
 New River Resource Authority
 New River Valley Planning District Commission
 New River Valley Regional Jail Authority
 Newport News Redevelopment and Housing Authority
 Northern Virginia Regional Park 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

(A) Pursuant to 44 CFR 13.36(i)(1), Sourcewell is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Vendor's compliance with the terms of the request for proposal and contract award, including but not limited to those remedies set forth at 44 CFR 13.43.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(B) Pursuant to 44 CFR 13.36(i)(2), Sourcewell may terminate the contract award for cause or convenience in accordance with the procedures set forth in the request for proposal and contract award and those provided by 44 CFR 13.44.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(C) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Vendor shall comply with the following federal laws during the term of an award for this contract by Sourcewell:

- a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
- b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
- c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
- d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
- e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Vendor Agrees (YES or NO) Initials of Authorized Representative

(D) Pursuant to 44 CFR 13.36(i)(7), Vendor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

Vendor Agrees (YES or NO) Initials of Authorized Representative

(E) Pursuant to 44 CFR 13.36(i)(8), Vendor agrees to the following provisions regarding patents:

a. During the term of an award for this contract by Sourcewell, 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 Sourcewell Member and be disposed of in accordance with their policy. Sourcewell and Sourcewell members, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

Vendor Agrees (YES or NO) Initials of Authorized Representative

(F) Pursuant to 44 CFR 13.36(i)(9), Vendor agrees to the following provisions, regarding copyrights:

a. During the term of an award for this contract by Sourcewell, any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.

Vendor Agrees (YES or NO) Initials of Authorized Representative

(G) Pursuant to 44 CFR 13.36(i)(10), Vendor shall maintain any books, documents, papers, and records of the Vendor which are directly pertinent to this request for proposal and contract award. At any time during normal business hours and as often as Sourcewell or Sourcewell Members deems necessary, Vendor shall permit Sourcewell or Sourcewell Member, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions

Vendor Agrees (YES or NO) Initials of Authorized Representative

(H) Pursuant to 44 CFR 13.36(i)(11), Vendor shall retain all required records for three years after FEMA or Sourcewell or Sourcewell 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 Sourcewell 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: _____

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: John Deere Construction Retail Sales (JDCRS)

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 Sourcewell or included in the final contract. Sourcewell 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	Sourcewell ACCEPTS
3.14/6	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.	<p>JDCRS approves dealer groups to sell direct under this contract upon their acceptance of the Sourcewell T&Cs. JDCRS will sell direct where a dealer group has yet to accept the contract terms.</p> <p>JDCRS and U.S. dealer sales reporting and admin fee payment functions will be processed by our JDCRS office.</p> <p>“Sub-contractor” does not apply to our dealer network. Our network is comprised of independently owned dealer groups that are bound by a dealer agreement. John Deere is not responsible for the acts or omissions of the dealer network.</p> <p>We request all sub-contractor verbiage/reference be stricken.</p>	Sourcewell accepts
3.23.2/8	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.	<p>“Sub-contractor” does not apply to our dealer network. Our network is comprised of independently owned dealer groups that are bound by a dealer agreement. John Deere is not responsible for the acts or omissions of the dealer network.</p> <p>We request all sub-contractor verbiage/reference be stricken.</p>	Sourcewell accepts
3.28.1/10	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-	We offer our contract to all eligible member agencies. Should any state, governing body, or buying agency impose or require any additional administrative or transaction fee of any kind, said	Sourcewell accepts

ATTACHMENT 1

	4304(A), and those Virginia Members identified in Appendix C must be allowed to use this Contract as a Joint Purchaser.	fee will reduce the List discounts accordingly.	
5.18/16	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 Sourcewell.	We offer our contract to all eligible member agencies. Should any state, governing body, or buying agency impose or require any additional administrative or transaction fee of any kind, said fee will reduce the List discounts accordingly.	Sourcewell accepts
5.51/18 5.54/18	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.	Standard warranty defines covered items and services. Freight and transport to and from dealership are not covered items.	Sourcewell accepts
6.26/23	Subcontractors: Vendors' certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to Sourcewell separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.	<p>"Subcontractor" does not apply to our dealer network. Our network is comprised of independently owned dealer groups that are bound by a dealer agreement. John Deere is not responsible for the acts or omissions of the dealer network.</p> <p>We request all subcontractor verbiage/reference be stricken.</p>	Sourcewell accepts
7.13/27	The Vendor must immediately notify Sourcewell Members when they order an out-of-stock item.	Unless a dealer stock unit is being offered, retail machines are made to order. 90 day lead time or less is the general guidance, but there may be exceptions.	Sourcewell accepts
7.16/27-28	The Vendor must disclose to Sourcewell any litigation, bankruptcy, or suspensions / disbarments that occur during the Contract period.	<p>As was clarified in the pre-proposal conference, what needs to be advised is any <i>major</i> scenario that would impact the vendor's financial standing and their ability to uphold the contract agreement. JDCRS is not at liberty to share all litigation scenarios that may arise.</p> <p>We request the "litigation" verbiage be stricken.</p>	Sourcewell accepts the removal of "litigation;" however, all other requirements remain.
8.11/29	No delegation of any duty of the Vendor under this Contract may be made without prior written permission of Sourcewell.	We request permission to approve dealer groups to sell direct. Dealer groups must first agree to abide by the Sourcewell Terms & Conditions as agreed by JDCRS.	Sourcewell accepts

ATTACHMENT 1

		JDCRS will include U.S. dealer sales in our reporting and admin fee processing. Allowing so on the previous contract has proven value-added as it has; allowed dealers to fully embrace the contract, streamlined the sales process, and continued to increase sales each year.	
8.31/32	<p>Procurements by Sourcewell or Sourcewell 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").</p> <p>The terms included in this section express Proposer's willingness and ability to comply with certain requirements which may be applicable to specific Sourcewell Member purchases using federal grant or contract dollars.</p>	<p>While JDCRS endeavors to supply all equipment requests, we cannot commit to all unknown requirements ahead of time. We will gladly review each request at time of inquiry for feasibility and follow-through as may be applicable.</p>	Sourcewell accepts
Form D/48	<p>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.</p>	<p>"Subcontractor" does not apply to our dealer network. Our network is comprised of independently owned dealer groups that are bound by a dealer agreement. John Deere is not responsible for the acts or omissions of the dealer network.</p> <p>We request all subcontractor verbiage/reference be stricken.</p>	Sourcewell accepts
Appendix D/69 (PDF copy)	<p>Procurements by SourcewellSM (Formerly NJPA) or Sourcewell 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</p>	<p>While JDCRS endeavors to supply all equipment requests, we cannot commit to all unknown requirements ahead of time. We will gladly review each request at time of inquiry for feasibility and follow-through as may be applicable.</p>	Sourcewell accepts

ATTACHMENT 1

	<p>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 Sourcewell Member purchases using FEMA grant or contract dollars.</p>		

Proposer's Signature: *Mark Quinn* Date: 3/18/2019

Sourcewell's clarification on exceptions listed above:



Contract Award
RFP #032019



FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response ~~and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.~~ Exception is noted in our RFP response, asking for this text to be stricken as we do not use subcontractors. Our dealer network is independently owned.

Company Name: John Deere Construction Retail Sales Date: 3/14/2019

Company Address: 1515 5th Avenue

City: Moline State: IL Zip: 61265

CAGE Code/DUNS: 3PSD7/142124762

Contact Person: Richard Murga Title: Contract Administrator

Authorized Signature: *Mark Oliver* Mark Oliver
(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 #: 032119-JDC

Proposer's full legal name: John Deere Construction Retail Sales

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 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 May 13, 2019 and will expire on May 13, 2023 (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
COED2A139D08488
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coquette
7E4288F817A84CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-JDC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name John Deere Construction Retail Sales

Authorized Signatory's Title Manager, Contract Sales

Mark Oliver
VENDOR AUTHORIZED SIGNATURE

MARK Oliver
(NAME PRINTED OR TYPED)

Executed on 10 MAY, 2019

Sourcewell Contract # 032119-JDC

**Form F****PROPOSER ASSURANCE OF COMPLIANCE****Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell 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 Sourcewell, or any person, firm, or corporation under contract with Sourcewell, 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 Sourcewell 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 Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell 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 Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

ATTACHMENT 1

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: John Deere Construction Retail Sales

Address: 1515 5th Avenue

City/State/Zip: Moline, IL 61265

Telephone Number: 309-748-3418

E-mail Address: OliverMarkR@JohnDeere.com

Authorized Signature: *Mark Oliver*

Authorized Name (printed): Mark Oliver

Title: Manager Contract Sales

Date: 3/14/2019

Notarized

Subscribed and sworn to before me this 14 day of MARCH, 2019

Notary Public in and for the County of ROCK ISLAND State of IL

My commission expires: 10/26/2021

Signature: *Cindy L. Schoo*



**Form P****PROPOSER QUESTIONNAIRE****Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: John Deere Construction Retail Sales

Questionnaire completed by: Richard Murga

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

JDCRS' only option for payment terms is Net 30 Days.

- 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?

JDCRS (contract vendor) does not play a role in leasing, financing or payment terms other than Net 30 Days.

John Deere Financial offers leasing/financing options. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body, or their political subdivisions, having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval.

John Deere Financial also offers other leasing and financing options for governmental, educational, and non-profit entities, subject to approval.

All leasing and financing options are handled through the local dealer and John Deere Financial. The lease/finance provider funds the contract sales invoice within 30 days.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

JDCRS authorizes U.S. dealer groups to sell direct after they agree to uphold Sourcewell's T&Cs in writing.

Sourcewell members will contact their local dealer for assistance with machine and option selection.
<https://dealerlocator.deere.com/servlet/country=US>

The local dealer will provide the contract quote. Sourcewell members will submit their purchase orders to the authorized quoting party noted on their contract quote. The quote number and the Sourcewell contract number must be noted on the PO. If a municipal lease is involved, that too must be made known on the PO.

JDCRS will ship the unit to the selling U.S. dealer. For sales outside of the U.S., the local selling dealer will quote and arrange the freight move from factory to dealer and from dealer to customer.

Setup, installs, inspection and final delivery are handled by the local dealer. Authorized seller will invoice Sourcewell member upon receipt of product delivery acceptance notice.

U.S. sales reports will be processed and submitted by JDCRS on a quarterly basis.

Canada sales reports will be processed and submitted by John Deere Limited on a quarterly basis. Per our previous Sourcewell addendum to expand into Canada, John Deere Limited is the Canada-based sales branch office that owns the relationship with the Canadian dealer groups.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

P-card payments are accepted with a 3% processing fee added to the contract quote. P-card usage is to be made known at time of quote request. Customer PO must cover the added fee.

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.

Copy of standard warranty is attached in addition to the below responses.



Standard
Warranty.pdf

- Do your warranties cover all products, parts, and labor?
12 months full machine standard warranty is provided, as outlined in the standard warranty document.
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
Full-size machines receive 12 months of coverage with no hour limit.
Compact machines (Commercial Worksite) receive 24 months of coverage with 2,000-hour limit.
Limitations on usage behavior are in place for all goods.
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? No
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? No How will Sourcewell Members in these regions be provided service for warranty repair? Dealers are assigned for coverage of the entire U.S.
 - 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? As outlined in the standard warranty document, non-Deere items are handled by original OEM.
 - What are your proposed exchange and return programs and policies?
As noted in the standard warranty document, "John Deere will repair or replace, at its option, any parts... of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship." See full text for detailed explanation.
- 6) Describe any service contract options for the items included in your proposal.

No service contracts are made part of this RFP response or resultant award. Local dealers are allowed to quote service contracts and extended warranties at time of machine quote for buying agency's consideration.

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.

ATTACHMENT 1

Customer solutions offered in response to this RFP are John Deere's Construction Equipment (CE) and Compact Construction Equipment (CCE) product lines. Heavy, medium and compact machines are available to meet the Sourcewell members' needs. Specifically, there are 15 categories of 90 plus machines, each with their own factory options and attachments. Additionally, there are 120 plus attachment offerings to be used in conjunction with the compact line of machines. Many of these attachments are functional on a variety of the four compact machine categories, adding great versatility to the end-user. Further, local dealers will have the ability to provide customer requested goods and services to complete the desired machine functionality.

- 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 Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (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.)

As in previous contracts, we will use a discount off current List price for each product model. Complete commercial price pages as well as a discount matrix are included with our bid response. Base machine and four-digit factory build codes will receive the machine discount. Non-factory items will be quoted by the dealer.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

The discount range varies from 20% to 44% off our published List prices.

- 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.
- X 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.

5-7 machines receive 1% additional discount
8-14 machines receive 2% additional discount
15-30 machines receive 3% additional discount

No rebates are offered.

- 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.

JDCRS can certainly offer "Sourced Goods". "Sourced Goods" are also referred to by John Deere as non-contract items, allied items, referral attachments, dealer provided goods/services... We define non-contract as John Deere non-factory items, such as Field Kits and Parts for dealer installation that appear in the price pages. Allied equipment is defined as other OEM equipment (ex. Bradco Rock Saw). Dealer provided goods/services are items such as; Attachments, Parts, Setup, Installs, Inspection, Preventative Maintenance services, Extended Warranty...

Non-contract, allied, and dealer provided goods/services would be sold as sourced goods and the price of the item or service is quoted by the John Deere dealer. Sourced goods will appear on the quote along with the contract item and would be listed as "Dealer provide..."

For example, a Sourcewell Member could purchase a John Deere Skid Steer Loader, an extra fuel tank cap (non-contract part) and a Bradco Rock Saw (allied) by utilizing the Sourcewell contract, but the price of the fuel tank cap and rock saw would be determined by the John Deere dealer and both would be listed on the PO as “Dealer provided fuel cap and Dealer provided Bradco Rock Saw”. We successfully use this process on other contracts.

- 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/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Dealer provided goods and services: Customer requested non-factory goods/services will be quoted by dealer.

Set-up and installation fees: Dealer applied charges that cover their costs for installing and ensuring the proper operation of sourced goods and field attachments. The set-up and installation fees are quoted by the dealer.

Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation, and cleaning of the unit prior to delivery. The cost of the PDI is quoted by the dealer and will vary by machine model and complexity.

Taxes: Local taxes, if applicable, will be assessed.

- 14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

JDCRS believes that charging the corporate contracted freight rates for each and every sale is most equitable due to the known sizes & weights and unknown distances that goods will travel to reach the Sourcewell member’s local John Deere dealership. All shipments in the continental U.S. (CONUS) region will therefore be FOB Destination, Pre-Paid and Added. Factory to dealer freight will be quoted. Local delivery by dealer to customer location will also be quoted.

Prospective buying agency must supply the full address for the end-user’s delivery location at time of quote request. Should buying agency choose not to use their nearest compact equipment dealer, the preferred dealer needs to be clearly stated on the Purchase Order accordingly. Full-size equipment dealers have a defined coverage area and are not selectable by the customer.

JDCRS will make every effort to deliver ordered items in as timely a fashion as possible. Actual delivery cannot be defined ahead of time as warehouse dates are assigned based on number of orders placed on the factory, logistics assignment, transit time to local dealer, installs/setup/inspection by local dealer and final delivery to end user. In most cases, goods are delivered within 90 days, but there may be exceptions from time to time.

- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

As is the case for the continental U.S., factory to dealer freight as well as local delivery by dealer to end-user will be quoted and invoiced. Location specific constraints related to moves by; ocean, barge, inland... may affect final delivery time.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

None noted that vary from what has previously been described. Should a request come in that requires further consideration, we will be happy to review for applicability.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell 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 Sourcewell.

For sales that are processed through our office, the quote and purchase order are reviewed by the in-house account manager for accuracy. If the purchase order needs to be modified, the change request is submitted prior to commencing the factory ordering process.

Monthly spot checks are performed by our accounting department to ensure the department is compliant with published pricing and contract discounts. Additionally, the accuracy of the contract sales reporting and administrative fee paying are also audited.

For sales that are processed through the dealer network, the quote and purchase order are reviewed by the selling dealer. Dealers acquire the machines at a discount when selling through this contract. A program code has been established for use at time of dealer settlement to claim their discount. On a quarterly basis, JDCRS receives a dealer settlement report from which the dealer sales are retrieved and added to the in-house sales noted above. Together, the full report is reviewed, approved and processed for sales reporting to Sourcewell and for payment of admin fees.

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See RFP Section 6.29 and following for details.)

We propose a 1% admin fee applicable only to the equipment’s contract selling price (List price of equipment on contract reduced by the contract discount percentage). The incidental, non-factory items and dealer provided goods and services (all items not priced/discounted by contract), will be excluded from the calculation. This process has proven functional in the past to accurately report sales activity stemming from dealers across the nation and for paying admin fees in a timely fashion.

Industry-Specific Questions

- 19) Describe any industry-specific quality management system certifications obtained by your organization.

John Deere is registered with the International Standards Organization 9001 for quality management.

- 20) Describe any environmental management system certifications obtained by your organization.

For more information on John Deere’s Environmental Stewardship visit: http://www.deere.com/en_US/corporate/our_company/citizenship/environmental_stewardship/environmental_stewardship.page?

- 21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Preventative maintenance services are dealer-provided. Please review Form P item 12 above.

Signature: W. J. Olin Date: 3/14/2019

AMENDMENT TO
Sourcewell Contract #032119-JDC

This AMENDMENT (“Amendment”) to Sourcewell Contract # 032119-JDC (“Agreement”) is effective on the date hereof, by and between Sourcewell® and John Deere Construction Retail Sales (“Vendor”)

WHEREAS, Vendor was awarded a Sourcewell Contract for Heavy Construction Equipment with Related Accessories, Attachments and Supplies effective May 13, 2019 until May 13, 2023 relating to the provision of products and services to Sourcewell and its members;

WHEREAS, John Deere Construction Retail Sales and Wirtgen America, Inc. have historically held separate Sourcewell contracts, it was errantly assumed separate submittals was the most appropriate response for RFP 032119. It has been since determined that the most effective way to serve Sourcewell members is to provide both John Deere and Wirtgen America offerings in tandem through contract award, 032119-JDC. John Deere Construction Retail Sales will remain the contract holder and Wirtgen America, Inc.’s products, ordering process, and sales/administration contacts will be included in John Deere’s portfolio for direct purchase and processing through the Wirtgen America, Inc. dealer channel. To summarize; John Deere offerings will only be sold through John Deere Construction Retail Sales and its authorized dealer channel, Wirtgen America, Inc. offerings will only be sold through Wirtgen America, Inc. and its authorized dealer channel. Those wishing to engage either product line must do so through the appropriate dealer channel;

WHEREAS, Vendor and Sourcewell desire to add Wirtgen America, Inc.’s product line (Wirtgen, Hamm and Vogeles brands) under the Agreement (all sold by Wirtgen America, Inc. dealers);

WHEREAS, Vendor and Sourcewell acknowledge that Wirtgen America, Inc. shall be supporting sales of Wirtgen America offerings to Sourcewell members within the U.S. and Canada as well as responsible for related sales reporting and administrative fee paying;

WHEREAS, Vendor and Sourcewell acknowledge that Wirtgen America, Inc. failure to perform to contract terms and conditions may result in termination of contract;

WHEREAS, all parties agree that certain terms within the Agreement shall be updated and amended; and only to the extent as hereunder provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements described in this Amendment, the parties hereby agree as follows:

1. Form P Question 4 response is amended as follows:
After the first paragraph, insert:
“Wirtgen America, Inc. does not accept the P-card procurement and payment process.”

2. Form P Question 5 response is amended as follows:
After the first paragraph, insert:
“Wirtgen America, Inc. also offers 12 months of standard warranty but with a 1,000-hour limit.”

3. Form P Question 7 response is amended as follows:
After the first paragraph, insert:
“Wirtgen America, Inc.’s product line (Wirtgen, Hamm and Voge) is being offered to provide 130+ equipment variations in the following categories: Milling, Recycling, Stabilizing, Paving, Spreading, Compacting and Rollers. Further, local dealers will be allowed to provide customer requested goods and services to complete the desired machine functionality.

John Deere Construction Retail Sales will also be offering Program Eligible machines to Sourcewell members in both the U.S. and Canada. “Program Eligible” opens the contract’s machine eligibility to include Demonstration machines, Training Center machines and Marketing machines as defined below.

Program Eligible Criteria:

Never retailed,
Less than three years old for compact and mid-size machines,
Less than four years old for Production Class Equipment (Articulated Dump Trucks, 950 and larger size Dozers, 470 and larger size Excavators, 744 and larger size 4WD Loaders).

Program Eligible Pricing Model:

Original List - Contract Discount = Standard Contract Selling Price
Standard Contract Selling Price - Depreciation = Program Eligible Selling Price.
Depreciation varies based on age, hours, and machine type.
Depreciation is negotiated between dealer and customer.
Sourcewell Administration Fee will be paid on Standard Contract Selling Price.”

4. Form P Question 9 response is amended as follows:
Replace the initial response with the following verbiage:
“The discount range varies from 17% to 44% off the manufacturer’s published List prices.”

5. Lastly, Form P Question 3 and Form A question 32 identify the John Deere sales branch in Canada as “John Deere Limited”, the proper business name is “John Deere Canada ULC.”

Except as amended by this Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereof.

Sourcewell®

DocuSigned by:
x Jeremy Schwartz
Authorized Signature – **Signed**

By Jeremy Schwartz
Name – **Printed**

Title Director of Operations & Procurement/CPO

Date 3/12/2020 | 1:59 PM CDT

John Deere Construction Retail Sales

DocuSigned by:
x Richard Murga
Authorized Signature – **Signed**

By Richard Murga
Name – **Printed**

Title Account Manager, Fed & State

Date 3/12/2020 | 1:43 PM CDT

APPROVED:

Sourcewell®

DocuSigned by:
x Chad Coauette
Authorized Signature – **Signed**

By Chad Coauette
Name – **Printed**

Title Executive Director / CEO

Date 3/12/2020 | 2:08 PM CDT

**AMENDMENT #2
TO
SOURCEWELL CONTRACT #032119-JDC**

This Amendment is by and between **Sourcewell** (Sourcewell) and **John Deere Construction Retail Sales, a division of John Deere Shared Services, Inc.** (Vendor).

Vendor was awarded a Sourcewell contract for Heavy Construction Equipment with Related Accessories, Attachments, and Supplies #032119-JDC (Original Contract). The parties agree that certain terms within the Original Contract will be amended as hereunder provided.

In consideration of the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Form P, Question 18, is modified to read that Vendor’s Administrative Fee will be 0.50%.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

John Deere Construction Retail Sales, a division of John Deere Shared Services, Inc.

DocuSigned by:
By: Jeremy Schwartz
Authc: C0FD2A139D06489...

DocuSigned by:
By: Richard Murga
Authc: B5FD5EFBEF6045A...

Jeremy Schwartz
Name – Printed

Richard Murga
Name – Printed

Title: Director of Operations & Procurement/CPO

Title: Contract Administrator

Date: 3/18/2020 | 3:25 PM CDT

Date: 3/18/2020 | 12:27 PM CDT

APPROVED:

DocuSigned by:
By: Chad Coquette
Authc: 7E42B8F817A64CC...

Chad Coquette
Name – Printed

Title: Executive Director/CEO

Date: 3/18/2020 | 5:05 PM CDT

SOURCEWELL Contract 032119-JDC**John Deere Construction Retail Sales -- effective 02 September 2021****U.S. Discounts**

John Deere Construction Models	U.S. Contract Discount
Articulated Dump Trucks	
260E	33.00%
310E	33.00%
410E-II	32.00%
460E-II	30.00%
Backhoes	
310L EP	45.00%
310L	46.00%
310SL	46.00%
310SL HL	46.00%
315SL	46.00%
410L	44.00%
710L	43.00%
Compact Track Loaders	
317G	32.00%
325G	32.00%
331G	32.00%
333G	32.00%
Dozers	
450K	29.00%
550K	29.00%
650K	29.00%
700L	26.00%
750L	25.00%
850L	28.00%
950K	33.00%
1050K	33.00%
Crawler Loaders	
655K	28.00%
755K	28.00%
Excavators	
75G	34.00%
85G	34.00%
130G FT4	36.00%
135G FT4	36.00%
160G LC FT4	36.00%
190GW FT4	44.00%
200G LC FT4	36.00%
210G LC FT4	36.00%

JOHN DEERE
CONFIDENTIAL

Quantity Discounts:

5-7 Machines	1%
8-14 Machines	2%
15-30 Machines	3%

Please contact local dealer for a quote:

<http://dealerlocator.deere.com/servlet/>

For contract questions, contact:

Brooke L. DeVol

Contract Administrator

John Deere Construction Retail Sales

309-207-0431

ForsbergBrookeL@JohnDeere.com

245G LC FT4	36.00%
250G LC FT4	35.00%
300G LC FT4	35.00%
345G LC FT4	31.00%
350G LC FT4	36.00%
380G LC FT4	36.00%
470G LC FT4	39.00%
670G LC FT4	39.00%
870G LC FT4	39.00%
ZX75US-5	34.00%
ZX85USB-5	34.00%
ZX130-6 FT4	36.00%
ZX135US-6 FT4	36.00%
ZX160 LC-6 FT4	36.00%
ZX180 LC-6 FT4	36.00%
ZX190W-6N FT4	44.00%
ZX210 LC-6 FT4	36.00%
ZX245 LC-6 FT4	36.00%
ZX250 LC-6 FT4	35.00%
ZX300 LC-6 FT4	35.00%
ZX345US LC-6N FT4	31.00%
ZX350 LC-6 FT4	36.00%
ZX380 LC-6 FT4	36.00%
ZX470 LC-6 FT4	39.00%
ZX670 LC-6 FT4	39.00%
ZX870 LC-6 FT4	39.00%
Excavators - Compact	
17G	29.00%
26G	29.00%
30G	29.00%
35G	29.00%
50G	29.00%
60G	29.00%
ZX17U-5	29.00%
ZX26U-5	29.00%
ZX30U-5	29.00%
ZX35U-6	29.00%
ZX50U-5	29.00%
ZX60U-5	29.00%
Feller Buncher	
859M	22.00%
Forwarder	
1910G	27.00%
Tractor Loader	
210L EP	39.00%
210L	39.00%
Motor Graders	
620G	43.00%
622G	43.00%
670G	44.00%
672G	44.00%
770G	45.00%



Quantity Discounts:	
5-7 Machines	1%
8-14 Machines	2%
15-30 Machines	3%

Please contact local dealer for a quote:
<http://dealerlocator.deere.com/servlet/>

For contract questions, contact:
 Brooke L. DeVol
 Contract Administrator
 John Deere Construction Retail Sales
 309-207-0431
ForsbergBrookeL@JohnDeere.com

772G	45.00%
870G	45.00%
872G	45.00%
Skid Steers	
316GR	32.00%
318G	32.00%
320G	32.00%
324G	32.00%
330G	32.00%
332G	32.00%
Skidder	
640L II	25.00%
Swing Machine	
2156G	29.00%
2654G	31.00%
2656G	31.00%
Wheel Loaders	
444 P	37.00%
524 P	40.00%
544 P	41.00%
624 P	40.00%
644 P	37.00%
644 X	37.00%
724 P	39.00%
744L	38.00%
824L	38.00%
844L	38.00%
844L AH	38.00%
944K	39.00%
Wheel Loaders - Compact	
204L	28.00%
244L	28.00%
304L	28.00%
324L	28.00%
344L	28.00%
Knuckleboom Loader	
437E	27.00%
Worksite Pro Attachments	
Various	20.00%



Quantity Discounts:	
5-7 Machines	1%
8-14 Machines	2%
15-30 Machines	3%

Please contact local dealer for a quote:

<http://dealerlocator.deere.com/servlet/>

For contract questions, contact:

Brooke L. DeVol

Contract Administrator

John Deere Construction Retail Sales

309-207-0431

ForsbergBrookeL@JohnDeere.com

**SOURCEWELL Contract 032119-JDC
John Deere Construction Retail Sales -- effective 02 September 2021**

CANADA Discounts

Canada pricing is based off U.S. List Price plus exchange factor at time of quote request.

John Deere Construction Models	Canada Contract Discount
Articulated Dump Trucks	
260E	33%
310E	33%
410E-II	32%
460E-II	30%
Backhoes	
310L EP	45%
310L	46%
310SL	46%
310SL HL	46%
315SL	46%
410L	44%
710L	43%
Compact Track Loaders	
317G	32%
325G	32%
331G	32%
333G	32%
Crawler Dozers	
450K	29%
550K	29%
650K	29%
700L	26%
750L	25%
850L	28%
950K	33%
1050K	33%
Crawler Loaders	
655K	28%
755K	28%
Excavators	
75G	34%
85G	34%
130G FT4	36%
135G FT4	36%

SOURCEWELL Contract 032119-JDC
John Deere Construction Retail Sales -- effective 02 September 2021

CANADA Discounts

Canada pricing is based off U.S. List Price plus exchange factor at time of quote request.

160G LC FT4	36%
190GW FT4	44%
200G LC FT4	36%
210G LC FT4	37%
245G LC FT4	36%
250G LC FT4	35%
300G LC FT4	35%
345G LC FT4	31%
350G LC FT4	36%
380G LC FT4	36%
470G LC FT4	40%
670G LC FT4	40%
870G LC FT4	40%
Excavators (Compact)	
17G	29%
26G	29%
30G	29%
35G	29%
50G	29%
60G	29%
Feller Buncher	
859M	22%
Forwarder	
1910G	27%
Tractor Loader	
210L EP	39%
210L	39%
Motor Graders	
620G	43%
622G	43%
670G	44%
672G	44%
770G	46%
772G	46%
870G	46%
872G	46%
Skid Steer Loaders	
316GR	32%
318G	32%

**SOURCEWELL Contract 032119-JDC
John Deere Construction Retail Sales -- effective 02 September 2021**

CANADA Discounts

Canada pricing is based off U.S. List Price plus exchange factor at time of quote request.

320G	32%
324G	32%
330G	32%
332G	32%
Skidder	
640L II	26%
Swing Machine	
2156G	29%
2654G	31%
2656G	31%
Wheel Loaders	
444 P	37%
524 P	40%
544 P	41%
624 P	40%
644 P	37%
644 X	37%
644 G	36%
724 P	39%
744L	38%
824L	38%
844L	38%
844L AH	38%
944K	39%
Wheel Loader (Compact)	
204L	28%
244L	28%
304L	28%
324L	28%
344L	28%
Knuckleboom Loader	
437E	27%
Worksite Pro Attachments	
Various (~123)	20%

John Deere Construction & Forestry
1300 River Drive, Moline, IL 61265 U.S.A.
Office: +1 (309) 765-1370
SarrazinJonW@JohnDeere.com

Jon W. Sarrazin
Manager, Commercial Development

VIA EMAIL DELIVERY

October 8, 2020

City & County of San Francisco
555 Selby St.
San Francisco, CA 94124

Please be advised that Papé Machinery, Inc. (“Papé”) is an authorized John Deere Construction & Forestry Company (“JDCFC”) dealer. Specifically, Papé is the only JDCFC dealer that has contractual Area of Responsibility (“AOR”) that includes the San Francisco, CA area.

As such, Papé is authorized and trained to sell, lease, and rent JDCFC products, as specified in their JDCFC Dealer Agreement and authorized to sell the subsequent genuine OEM parts. In addition, Papé is qualified and trained to provide service and warranty repairs on JDCFC products.

Papé is not authorized to sign agreements on behalf of JDCFC and/or Deere & Company.

If you have any questions about Papé’s relationship as an authorized dealer for JDCFC in this AOR, please contact me.

Regards,



Jon W. Sarrazin
Manager, Commercial Development



JOHN DEERE

John Deere Worldwide Construction & Forestry
1300 River Dr, Moline, IL 61265 U.S.A.
Office: 309-748-0561
Cell: 740-851-2935
ChattinJeffreyR@JohnDeere.com

J. Ryan Chattin
Manager, Commercial Development

VIA EMAIL DELIVERY

September 22, 2021

City of Richmond
450 Civic Center Plaza
Richmond, CA 94804

Please be advised that Papé Machinery Inc. (“Papé”) is the only authorized John Deere Construction & Forestry Company (“JDCFC”) dealer for the Bay Area Region of California. This includes the City of Richmond, California.

As such, Papé is authorized and trained to sell, lease, and rent the full Construction and Forestry equipment line and authorized to sell the subsequent genuine OEM parts. In addition, Papé is qualified and trained to provide service and warranty repairs on JDCFC products.

If you have any questions about Papé’s relationship as an authorized dealer for JDCFC, please feel free to contact me.

Regards,

J. Ryan Chattin
Manager, Commercial Development

Formal Quote

Customer: City of Livermore
Date: 10/27/2021
Attention: Brian Harris



2022 John Deere 410L Backhoe

S/N To Be Determined New

Customer responsible for applicable Sales Tax at point of delivery

Quote valid for 30-days

List Price		\$	216,233.68
Sourcewell Discount	-44.00%	\$	(95,142.82)
Base Machine Price		\$	121,090.86
Non-Contract Items		\$	41,907.14
Pape Newark Price		\$	162,998.00
Sales Tax	10.25%	\$	16,707.30
CA Tire Fee/DMV Fee		\$	107.00
Out-The-Door Total		\$	179,812.30

0AB1T

410L BACKHOE LOADER

- 170K JD Link
- 1065 John Deere PowerTech™ EWL 4.5L (276 Cu. In.) Engine Meets Final Tier 4 and Stage IV Emissions
- 2035 Enclosed Cab
- 2401 English Decals with English Operator and Safety Manuals
- 3095 Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential Autoshift Transmission
- 4466 Galaxy 21L 24 in. 12 PR Rear & 12.5/80-18 10PR Front
- 5285 Pilot Controls, Two Lever, with Pattern Selection
- 5400 Less Coupler - Less Thumb
- 5600 Less Backhoe Bucket with Bucket Pins
- 6020 Extendable Dipperstick
- 6230 Auxiliary Hydraulic with One & Two Way Flow
- 7080 Three-Function Loader Hydraulics, Single Lever
- 7685 Wide Multipurpose 4 in 1 Bucket 1.32CY
- 8485 1250 Lb. (567 kg) Front Counterweight
- 8685 Dual Maintenance Free Batteries With Disconnect and Jump Post
- 9045 Chrome Exhaust Extension
- 9060 Front View Mirror
- 9115 Auto Ride Control
- 9116 LED Light Package
- 9210 Left Side Console Storage with Cup Holders
- 9505 Full MFWD Driveshaft Guard
- 9515 Diagnostic Oil Sampling Ports
- 9916 Radio, Bosch Premium Package
- 9919 Sun Visor
- 9920 Exterior Rear View Mirrors (2)



Optional Add-Ons

- JD Slow Moving Vehicle Emblem (Installation Included)
- JD Rubber Bumper for Grille Frame (Installation Included)
- JD 2-Way Plumbing To End Of Stick (Installation Included)
- JD Backhoe Boom Protection FPlate Bolt On (Installation Included)
- JD Extendable Dipperstick Bolt-On Protection Plate (Installation Included)
- JD Stabilizer Cylinder Guards (Set of Two) (Installation Included)
- WR XLS Backhoe Coupler (Installation Included)
- WR 18" Backhoe Tooth Bucket
- WR 24" Backhoe Tooth Bucket
- TY TY Cushion Front Solid Tires 4WD (Installation Included)
- JD Slow Moving Vehicle Emblem (Installation Included)
- Pape Hardfacing Loader Bucket
- Pape Training

Freight/Delivery/Setup Included
Warranty: 60-Mo 1,500-Hr Comp
Service Agreement: 500-Hr., 1,000-Hr., 1,500-Hr. Services Included
Finance: Net-30
FOB: 3500 Robertson Park Road Livermore 94550



Ed Le Roy
Territory Manager

Phone: 925-997-7933
Email ELeRoy@papemachinery.com



IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

**A RESOLUTION AUTHORIZING ISSUANCE OF A PURCHASE ORDER
TO PAPE MACHINERY IN AN AMOUNT NOT-TO-EXCEED \$179,813
FOR ONE REPLACEMENT BACKHOE LOADER**

Section 2.68.370(A)(6) of the Livermore Municipal Code, states that the City Council shall award a contract for the purchase of supplies or equipment or general services of a value greater than \$100,000 to the bid representing the best value as defined in LMC 2.68.040, with an exception being where supplies and equipment are purchased through competitive or non-competitive negotiations pursuant to LMC 2.68.390.

Pape Machinery holds a Sourcewell Contract for John Deere Heavy Construction Equipment. The Sourcewell bid procedure for replacement of Heavy Construction Equipment meets the City's Municipal Code requirements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Livermore authorizes the City Manager to issue a purchase order, on behalf of the City of Livermore, with Pape Machinery in an amount not-to-exceed \$179,813 for the purchase and delivery of one John Deere 410L Backhoe Loader, in accordance with the terms, specifications and general provisions specified in Sourcewell Contract #032119-JDC, and section 2.68.390 of the Livermore Municipal Code.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on January 24, 2022, by the following vote:

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

ATTEST:

APPROVED AS TO FORM:

Marie Weber
City Clerk

/s/ Tara M. Mazzanti

Tara M. Mazzanti
Assistant City Attorney



DATE: January 24, 2022
TO: Honorable Mayor and City Council
FROM: Scott Lanphier, Public Works Director
SUBJECT: Resolution ratifying the execution of the Federal Aviation Administration American Rescue Plan Act Grant Agreement to fund the Airport Enterprise Fund due to the COVID-19 Pandemic, in the amount of \$59,000

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution ratifying the Director of Emergency Services execution of the Federal Aviation Administration (FAA) American Rescue Plan Act Grant (ARPA) Agreement No. 3-06-0123-034-2022, to fund the Airport Enterprise Fund due to the COVID-19 Pandemic in the amount of \$59,000.

SUMMARY

On December 20, 2021, the Livermore Airport was awarded \$59,000 through FAA funds provided to eligible airports from the American Rescue Plan Act. The Act provided \$8 billion dollars for airports to be distributed through the FAA.

DISCUSSION

Due to the current COVID-19 pandemic, the FAA was authorized to distribute funds to airports through the passage of the American Rescue Plan Act. The FAA divided up funds provided through the Act to eligible airports. Livermore Airport was awarded a one-time grant in the amount of \$59,000. This grant can be utilized on any Airport operating cost that meets current FAA requirements. This grant will assist in offsetting some of the revenue loss the Airport is sustaining due to reduction in fuel flowage and landing fees. The total amount of the Grant will be deposited in the Airport Enterprise Fund 210 in Fiscal Year 2021-22. All funds from the Grant must be spent within four years of acceptance.

FISCAL AND ADMINISTRATIVE IMPACTS

The FAA has issued a \$59,000 grant agreement to fund eligible airport operation in the Airport Enterprise

Fund 210. In addition, this grant will be subject to federal award audit (single audit) and compliance requirements over the grant period of four years. The audit fee for Fiscal Year 2021-22 is already included in the General Fund's approved budget. Audit fee for future fiscal years will be incorporated as part of the budget process. No additional appropriations are required at this time.

ATTACHMENTS

- 1. Resolution
- 2. Exhibit A - FAA ARPA Grant Agreement

Prepared by: Sean Moran
Airport Manager

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Bhavna Chaudhary
City Treasurer/Finance Manager

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION RATIFYING THE DIRECTOR OF EMERGENCY SERVICES EXECUTION OF A FEDERAL AVIATION ADMINISTRATION GRANT (FAA AGREEMENT NO. 3-06-0123-034-2022) IN THE AMOUNT OF \$59,000 AND AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY AND APPROPRIATE ACTIONS TO CARRY OUT THE PURPOSE AND INTENT OF THIS RESOLUTION

On March 11, 2021, Congress approved the American Rescue Plan Act which included \$8 billion dollars of funding for airports. Livermore Airport was awarded a \$59,000 grant to be utilized for any aeronautical operating expenses at the Airport.

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

1. The City Council ratifies the Director of Emergency Services Execution of a Federal Aviation Administration Grant Agreement No. 3-06-0123-034-2022, attached hereto as Exhibit A, in the amount of \$59,000.
2. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on January 24, 2022, by the following vote:

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

ATTEST:

APPROVED AS TO FORM:

Marie Weber
City Clerk

/s/ Tara M. Mazzanti
Tara M. Mazzanti
Assistant City Attorney

Exhibit A – FAA ARPA Grant Agreement



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific Region
California

FAA SFO ADO
1000 Marina Boulevard
Suite 115
Brisbane, CA 94005

Airport Rescue Grant Transmittal Letter

January 10, 2022

Mr. Sean Moran
Airport Manager
City of Livermore
680 Terminal Circle
Livermore, CA 94551

Dear Mr. Moran:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-06-0123-034-2022 for Livermore Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **January 25, 2022** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

**AMY LEANDRA
CHOI**

Digitally signed by
AMY LEANDRA CHOI
Date: 2022.01.10
13:45:11 -08'00'

for

Laurie J. Suttmeier
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date January 10, 2022

Airport/Planning Area Livermore Municipal Airport

Airport Rescue Grant No. 3-06-0123-034-2022

Unique Entity Identifier 086168564

TO: City of Livermore
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated November 29, 2021, for a grant of Federal funds at or associated with the Livermore Municipal Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Livermore Municipal Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act.

Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Livermore Municipal incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$59,000, allocated as follows:

\$59,000 ARPA KW2022
2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
 - c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before January 25, 2022, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue

Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
16. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –
 - A. Associated with performance under this Airport Rescue Grant; or

- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. An authorized official of the Department of Justice or other law enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
 22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States’ share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

- b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- c. The utilities must serve a purpose directly related to the Airport.

The Sponsor’s acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated _____

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

AMY LEANDRA
CHOI

Digitally signed by AMY LEANDRA
CHOI
Date: 2022.01.10 13:47:40 -08'00'

(Signature)

for

Laurie J. Suttmeier

(Typed Name)

Manager

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated _____

City of Livermore

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By: _____

(Type Name of Sponsor's Designative Official/Representative)

Title: _____

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 (“ARP Act,” or “the Act”), Public Law 117-2. As used herein, the term “public agency sponsor” means a public agency with control of a public-use airport; the term “private sponsor” means a private owner of a public-use airport; and the term “sponsor” includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **City of Livermore**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of November 29, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

**Current FAA Advisory Circulars Required for Use in AIP Funded and PFC
Approved Projects**

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars



CITY COUNCIL STAFF REPORT

ITEM NO. 5.5

DATE: January 24, 2022

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Resolution authorizing staff to submit an application to apply for and receive funds from the California Department of Resources Recycling and Recovery (CalRecycle) to assist with the implementation of SB 1383, which targets a reduction in the disposal of organic waste, and designating the City Manager as the Signature Authority.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing staff to submit an application to apply for and receive funds from the California Department of Resources Recycling and Recovery (CalRecycle) and designating the City Manager as the Signature Authority.

SUMMARY

In January 2022, the Department of Resources Recycling and Recovery (CalRecycle) announced a non-competitive, one-time grant program meant to assist with the implementation of regulation requirements associated with SB 1383. The City of Livermore is eligible to receive up to \$120,658. Staff recommends the City Council adopt a resolution authorizing staff to submit an application to apply for and receive funds from CalRecycle and designating the City Manager as the primary Signature Authority.

DISCUSSION

In September 2016, Governor Brown signed into law Senate Bill 1383, the Short-Lived Climate Pollutant Reduction Act of 2016, which established aggressive targets to achieve a 75 percent reduction in the statewide disposal of organic waste beginning in 2025.

On October 25, 2021, an Ordinance was adopted by the City Council to amend Title 8, Chapter 8.08 of the Livermore Municipal Code by adding Article XII to require the reduction of organic and recyclable materials deposited in landfills with an effective enforcement date of January 1, 2022, consistent with the requirements of SB 1383.

In January 2022, the Department of Resources Recycling and Recovery (CalRecycle) announced a non-competitive, one-time grant program meant to assist with the implementation of regulation requirements

associated with SB 1383. The City of Livermore is eligible to receive up to \$120,658 from CalRecycle; the Application Certification (Attachment A) which will be signed by the City Manager, summarizes the proposed application. Monies can be used for procurement of eligible materials, recordkeeping and tracking, education and outreach, and enforcement activities. Applications are due February 1, 2022.

If adopted, this Resolution and Signature Authority Designation (Attachment B) may also apply to future CalRecycle grants. Once the resolution is adopted, it will be valid for five years, or until it is rescinded by City Council or program requirements are modified.

FISCAL AND ADMINISTRATIVE IMPACTS

The City of Livermore is eligible to receive \$120,658 from CalRecycle to assist with the implementation of regulation requirements associated with SB 1383. Approval of this item will not impact the General Fund and no City matching funds or other obligations are required by the terms of the Grant. Grants will be awarded beginning April 1, 2022, and monies are eligible to be spent on expenditures from April 1, 2022 to April 1, 2024. If the grant is awarded, the City will use these funds beginning in Fiscal Year 2022-23 and staff will update the budget as part of the upcoming budget update.

ATTACHMENTS

- 1. SB 1383 Implementation Grant - Application Certification
- 2. SB 1383 Implementation Grant - Signature Authority
- 3. Resolution

Prepared by: Judy Erlandson
Public Works Manager

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Bhavna Chaudhary
City Treasurer/Finance Manager



Application Certification

Application Information

Applicant: City of Livermore

Cycle Name: SB 1383 Local Assistance Grant Program Application Due Date: 02/01/2022

Cycle Code: OWR1 Secondary Due Date: 03/01/2022

Grant ID: 25010

Grant Funds Requested: \$120,658.00

Matching Funds: \$0.00 (if applicable)

Contacts

Name	Title	Prime	Second	Auth	Cnslt	Prtcpt. Auth
Judy Erlandson	Public Works Manager	X				
Marc Roberts	City Manager			X		
Marisa Gan	Recycling Specialist		X			

Budget

Category Name	Amount
Admin Costs	\$60,000.00
Collection	\$0.00
Education	\$20,000.00
Enforcement	\$40,658.00
Equipment	\$0.00
Indirect Costs	\$0.00
Marketing/Promotion/Outreach	\$0.00
Materials	\$0.00
Personnel	\$0.00
Training	\$0.00
Upgrade/Expansion	\$0.00

Documents

Documents	Document Title	Received Date
Required		
	Application Certification	
Required By Secondary Due Date		
	Resolution - Individual Application	
	Resolution - Regional Application Lead Participant	

Application Certification

Other Supporting Document(s)

Draft Resolution

Joint Powers Agreement

Letter of Authorization/Resolution

Letter of Designation

Resolution

1383 Local Assistance Grant Program: Check the following, as applicable. See Application Guidelines and Instructions for more information.

Applicant acknowledges that its approved Resolution must be uploaded no later than the secondary due date.

Program Questions

California Labor Code section 1782 prohibits a charter city from receiving state funding or financial assistance for construction projects if that charter city does not comply with Labor Code sections 1770-1782. If any applicants or participating jurisdictions are charter cities or joint powers authorities that include charter cities, the lead applicant must certify that Labor Code section 1782 does not prohibit any included charter city from receiving state funds for the project described in this application. If it is determined after award that a participating jurisdiction is a charter city prohibited from receiving state funds for this grant project, the grant will be terminated and any disbursed grant funds shall be returned to CalRecycle.

If any applicant or participating jurisdiction is a charter city or a joint powers authority that contains one or more charter cities, does Labor Code section 1782 prohibit those charter cities from receiving state funding for the project described in this grant application? Check the following, as applicable.

Not Applicable. This application does not include any charter cities.

1383 Local Assistance Grant Program: Will your jurisdiction have an enforceable ordinance(s), or similarly enforceable mechanism pursuant to section 18981.2 of Title 14 of the California Code of Regulations submitted to CalRecycle by April 1, 2022?

Yes

1383 Local Assistance Grant Program: If you are a Special District, do you provide solid waste collection services?

Not Applicable

Conditions and Certification

Condition of Application Submittal: Acceptance of Grant Agreement Provisions

In the event the Applicant is awarded a grant, the submittal of this Application constitutes acceptance of all provisions contained in the Grant Agreement, which may consist of the following:

- Executed Grant Agreement Cover Sheet and any approved amendments
- Exhibit A - Terms and Conditions
- Exhibit B - Procedures and Requirements
- Exhibit C - Application with revisions, if any, and any amendments

Environmental Justice:

In the event Applicant is awarded a grant, submittal of this Application constitutes acceptance of the following; that in the performance of the Grant Agreement, Applicant/Grantee shall conduct their programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State. (see Govt. Code §65040.12(e) and Pub. Resources Code §71110(a))

<https://secure.calrecycle.ca.gov/Grants/Grant/Grant.aspx?GrantID=25010>

Date Generated: January 12, 2022 1:50 PM

Page 2 of 3

Application Certification

Certification:

I declare under penalty of perjury under the laws of the State of California, that funds have been allocated for the project(s)/activities identified in the grant application and that sufficient funds are available to complete the project(s)/activities identified in the grant application, that I have read the Application Guidelines and Instructions and that all information submitted for CalRecycle's consideration for award of grant funds is true and correct to the best of my knowledge, and that on behalf of the Applicant I accept the above conditions of submittal.

X

Signature of Signature Authority (as authorized in Resolution or Letter of Commitment) or Authorized Designee (as authorized in Letter of Designation, submitted with this Application)

Date

Print Name

Print Title

IMPORTANT! Applicant must print out this document, have the Signature Authority sign it, upload signed document to the application system, and retain the original hard copy document in your cycle file.



January 24, 2022

California Department of Resources Recycling and Recovery (CalRecycle)
SB 1383 Local Assistance Grant Program
1001 I Street
Sacramento, CA 95814

Re: SB 1383 Implementation Grant

To Whom It May Concern:

Pursuant to the Resolution authorizing an application for the SB 1383 Local Assistance Grant Program, I am the designated Signature Authority for the City of Livermore.

I am authorized by Resolution (XXX-XX) to execute on behalf of the City of Livermore all documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure funds and implement the approved project.

The Resolution also authorizes me to delegate this authority. Accordingly, if the City Manager is unavailable, I hereby delegate this authority to the Assistant City Manager.

This delegation is effective as long as the Resolution is in effect.

Sincerely,

Marc Roberts
City Manager
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550
925-960-4040

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE CITY OF LIVERMORE TO SUBMIT APPLICATION(S) FOR ALL CALRECYCLE GRANT(S) FOR WHICH THE CITY OF LIVERMORE IS ELIGIBLE

Public Resources Code sections 48000 et seq. authorizes the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

In furtherance of this authority, CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the City of Livermore authorizes the submittal of application(s), to CalRecycle for all grants for which City of Livermore is eligible; and

BE IT FURTHER RESOLVED that the City Manager or his/her designee is hereby authorized and empowered to execute in the name of the City of Livermore, all grant documents, including but not limited to, applications, agreements, amendments, and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of this resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on January 24, 2022, by the following vote:

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

ATTEST:

APPROVED AS TO FORM:

Marie Weber
City Clerk

/s/ Tara M. Mazzanti
Tara M. Mazzanti
Assistant City Attorney



DATE: January 24, 2022
TO: Honorable Mayor and City Council
FROM: Christine Martin, Assistant City Manager
SUBJECT: Resolution in support of the San Francisco Bay Conservation and Development Commission's Bay Adapt: Regional Strategy for a Rising Bay.

RECOMMENDED ACTION

Mayor Woerner recommends the City Council adopt a Resolution in support of the San Francisco Bay Conservation and Development Commission's Bay Adapt: Regional Strategy for a Rising Bay.

SUMMARY

The Bay Area is facing challenges of rising sea levels and eroding shorelines. To help combat these challenges, the Bay Conservation and Development Commission (BCDC) brought together federal, state, regional, and local governments, agencies, and organizations, along with community members, to develop a consensus-driven strategy that lays out the actions necessary to adapt the Bay Area to rising sea level to protect people and the natural and built environment.

DISCUSSION

The Bay Area is facing challenges of rising sea levels and eroding shorelines. To help combat these challenges, the Bay Conservation and Development Commission (BCDC) brought together federal, state, regional, and local governments, agencies, and organizations, along with community members, to develop a consensus-driven strategy that lays out the actions necessary to adapt the Bay Area to rising sea level to protect people and the natural and built environment (Attachment 1).

BCDC has developed 6 guiding principles that include:

- Support socially vulnerable communities
- Put nature first whenever possible
- Solve interconnected problems at the same time
- Practice inclusive, community-led governance and decision-making
- Support existing efforts but plan for long term
- Pick the right strategy for the right place at the right time

By supporting the "Bay Adapt: Regional Strategy for a Rising Bay", Livermore is supporting:

- The reduction of flood risk
- Protection of natural areas
- Equitable support for low-income communities
- Community-focused local plans
- Accelerated permitting & project construction
- Technical assistance
- More funding

On January 12, 2022, the Alameda Conference of Mayors adopted a similar resolution. The Livermore City Council is committed to the protection of land, resources, assets and uses. For this reason, Mayor Woerner recommends adopting the resolution in support of Bay Area Adapt: Regional Strategy for a Rising Bay for the protection and resiliency in the San Francisco Bay Area.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no fiscal or administrative impacts associated with adopting the resolution.

ATTACHMENTS

1. [Bay Adapt Regional Strategy for a Rising Bay](#)
2. [Resolution](#)

Prepared by: Christine Martin
Assistant City Manager

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Bhavna Chaudhary
City Treasurer/Finance Manager

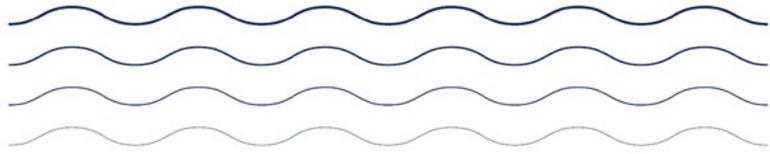


BAY ADAPT

Regional Strategy for A Rising Bay

October 2021

JOINT PLATFORM

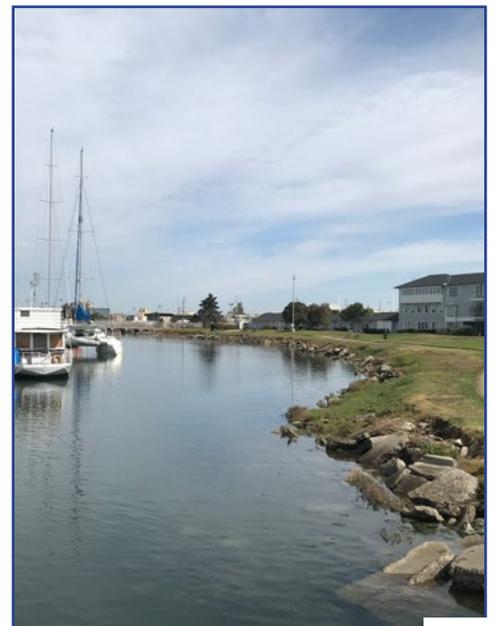
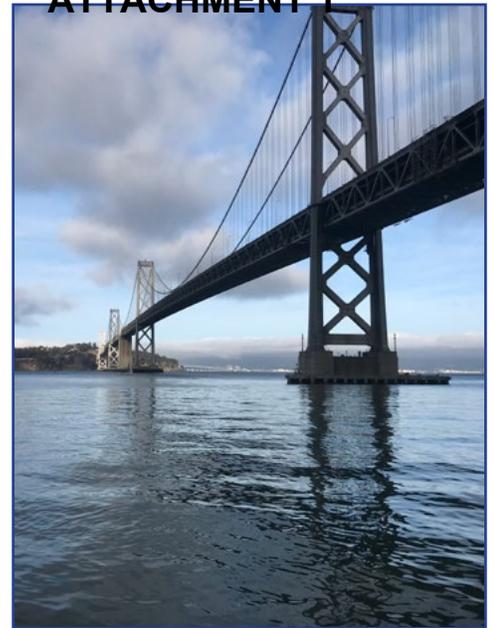


BAY ADAPT

Regional Strategy for A Rising Bay

Joint Platform

October 2021





Contents

Getting ready for sea level rise.....	4
Sea level rise as an equity challenge.....	6
What is Bay Adapt?.....	8
Where do we start?.....	13
Guiding Principles for the Joint Platform.....	16
What does adaptation look like?.....	17
The Joint Platform Actions.....	19
People.....	20
Information.....	24
Plans.....	29
Projects.....	34
Progress.....	39
Bay Adapt process and Leadership Advisory Group (LAG).....	41

Photo credits | Page 2 from top to bottom: Jaclyn Mandoske (BCDC), Schyluer Olsen (BCDC), Jaclyn Mandoske (BCDC); Page 3 Illustration by Sophia Zaleski.

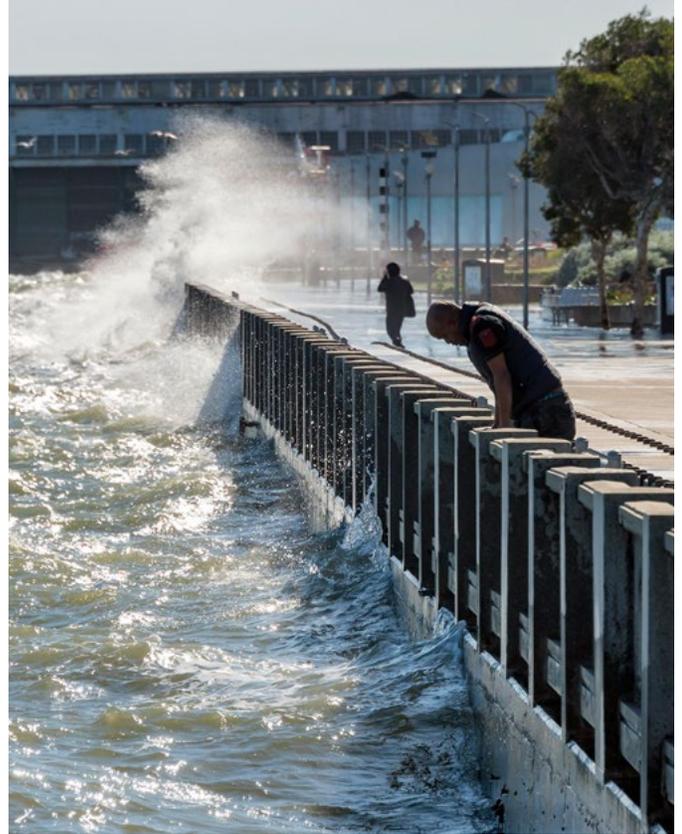
Getting ready for sea level rise

The Bay is rising. The time to come together to act is now.

For most of the eight million of us who live around San Francisco Bay, sea level rise seems like a sleeper issue. As we walk the dog along our favorite waterfront, the waves don't seem any taller. As we wait in traffic at the Bay Bridge toll plaza, the water level looks the same as ever. After a storm, however, those trying to traverse Corte Madera's Lucky Drive, Sonoma's Highway 37, or San Jose's 237 underpass are noticing more water. Sea level rise is already here and starting to affect our highways and commutes; another foot or two will seriously impact our homes, jobs and safety.

It's subtle, but the Bay, fed by a swelling Pacific and melting glaciers and ice sheets, is growing faster than you think. The rise is slow and steady now, but around 2040 scientists project it will speed up. By then, in the time it will take a current pre-schooler to graduate from college, it will be too late to start to prepare for the water that will be rising onto our airport runways and into our shoreline streets. And though you can't see it, the groundwater table is also rising under your feet – pushed up as the Bay pushes in. Before long a big storm—like the train of atmospheric river events that drenched us over and over in 2017—will bring water into our basements and BART stations, onto our bridge approaches, our ballparks, and even release decades of toxic pollution into our groundwater.

Going into another California drought and devastatingly dry fire season, it's easy to push sea level rise to the back of our minds. But the San Francisco Bay Area metropolitan region stands to be one of the hardest hit coastal areas in North America. Sea level rise will be worse here than other places for a variety of reasons relating to our unique ocean conditions, atmospheric changes, and Pacific geography—and the fact that we've built our roads and homes right up to the edge of nearly every shore. Impacts are influenced by our history of toxic dumping and exclusionary land use practices. We've done the studies - we know what's at risk when it comes to our people, our homes, our habitats, and our commutes. The threat is no longer vague. It's past time for us to get ready.



At Risk of Flooding by 2060*

28,000 socially vulnerable **residents**

1,900 residents living near **contaminated sites**

13,000 existing housing units and another **70,000** new housing units

104,000 existing jobs and another **85,000** new jobs

20,000 acres of **wetlands**, lagoon and tidal marsh habitat

5 million daily highway **vehicle** trips

60,000 daily rail **commuters**

*Impacts from flooding that could occur at 48" Total Water Level from the [ART Bay Area Regional Sea Level Rise Vulnerability and Adaptation Study](#). According to California State Guidance, under the H++ scenario, which represents the highest risk and least likely scenario, sea level rise could reach 46.8" by 2060, which corresponds to ART's 48" TWL scenario. Under the Likely Range, or Low-Risk Aversion high-emissions scenario, 48" of sea level rise will not occur until 2120. Photo courtesy of the King Tides Project.



Community members enjoy the waterfront at Heron's Head park in San Francisco. Photo by the Port of San Francisco licensed under CC BY 2.0.

Preparing for the flooding, erosion, disruptions and losses to come – whether our home, business, commute, or favorite picnic area – is something we all have to do together. Whatever the best local solution, we have to consider our neighbors. If well-to-do waterfront towns build sea walls, the Bay will just find the next weak spots on the shore and flow there. That town next door may have a smaller tax base or more elderly or vulnerable residents. If we leave them unprotected, families will be forced to move away from their homes, schools and places of worship - their communities - sometimes with no place else to go. Waiting for the aftermath of this slow-moving disaster will just cost the region more later in emergency services, habitat loss, building repairs, and lost family time and productivity.

Many of our families came to this region for its freedoms, natural beauty, diverse cultures and myriad opportunities. Over the decades we've grown even more diverse, and ever more activist as we battle to save our local creek, or stop devastating air pollution, or fight for equity. We're restoring wetlands around the Bay, and taxing ourselves to do it, enhancing a natural first line of defense against flooding. So as we face down the advancing Bay we don't have to start

As we face down the advancing Bay we don't have to start from scratch. Your city, your county, your regional government is already working on it. Now it's time for everyone to join the effort.

from scratch. Your city, your county, your regional government is already working on it. Now it's time for everyone to join the effort.

There's no way around the need to think and plan like a region - the water that's coming knows no boundaries. Space for solutions is limited. Together, we can adapt to the increasingly scary checklist of challenges in the Bay Area. But we won't get this done, and minimize the cost we pay in damage to lives and property, if we don't act now, together.

Sea level rise as an equity challenge

Tackling disproportionate impacts on vulnerable communities.

While everyone will feel the impacts of sea level rise to some degree, many factors have led to disproportionate flooding and sea level rise vulnerability for low-income communities across the Bay Area and the nation. A 2019 study by the National Academy of Sciences on urban flooding in the US revealed the populations that are most vulnerable to flooding are nonwhite, non-native English speakers, elderly, poor, chronically ill, uninsured, and renters¹.

While it is broadly accepted that environmental racism has been an overarching theme for civilizations throughout history, it is critical to understand the patterns of racial injustice that formed today's cities and towns. After Emancipation, white decision-makers forced African Americans into undesirable areas that experienced frequent flooding, unhealthy air, and unsanitary water and sewerage conditions. Industry and chemical plants were regularly constructed close to predominantly Black neighborhoods, which led to lingering pollution and high rates of cancer within these communities. In the Bay Area, this often meant pushing nonwhite communities to the marginalized and often toxic Bay shoreline. These discriminatory and deadly practices continued for several decades.

¹ Committee on Urban Flooding in the United States (2019). *Framing the Challenge of Urban Flooding in the United States*, National Academy of Sciences. <https://www.nationalacademies.org/our-work/urban-flooding-in-the-united-states>

Equity is the fair and just distribution of financial and institutional resources to address impacts across communities that stand to be adversely affected by those impacts, and commitment to include those communities in the development, prioritization, and implementation of adaptation policies, programs, and services.

Definition of equity provided by West Oakland Environmental Indicators Project and the Pacific Institute.



Community members participating in the Oakland Shoreline Leadership Academy. Photo by Jordan Greedy.



Working with and listening to community voices.

Recognizing the critical importance of community voices and perspectives on the development of the Joint Platform, the Bay Adapt team partnered with Nuestra Casa in East Palo Alto and Vallejo Housing Justice Coalition in Vallejo to conduct a series of community focus groups. Community members were introduced to flooding issues specific to their communities and invited to share their experiences, concerns, and priorities for their communities.

In East Palo Alto, community voices were represented by African American, Pacific Islander, and Latinx cohorts, while in Vallejo, community voices were represented by residents involved in a range of local organizations such as housing, climate change, environmental justice, and others. Bay Adapt recognizes that these community meetings provided an essential first step in building trust with communities, and that continued participation and partnerships must continue to advance equitable adaptation outcomes for the region.

Nuestra Casa's Parent Academy provides programs for community members and has begun environmental justice community trainings. Screenshot courtesy of Nuestra Casa.

“We know we need action, but we’re not ready and we don’t know what to do. We need to get to solutions.”

- East Palo Alto Community Member

Residents of these communities have often attended countless public meetings and focus groups to discuss concerns in their communities with engineers, planners, and other government staff, but these professionals are rarely trained or experienced in equitable community engagement. Historically, attempts to inform meaningful solutions for environmental justice problems have been met with lack of accountability by local and regional agencies, leading to high levels of distrust between communities and governments.

The cumulative impact of underinvestment coupled with lack of government accountability over the decades has led to an extremely disproportionate and inequitable situation for the residents of these communities.

This cycle adds insult to the daily injury of living in marginalized space and is exhausting to communities that are already struggling to meet their daily needs.

A landmark moment for the environmental justice movement occurred in 1994, when President Clinton signed Executive Order 12898, a federal action to address environmental justice and included a formalized definition (the definition can be found in BCDC's report [Toward Equitable Shorelines: Environmental Justice and Social Equity at the San Francisco Bay](#)). This definition underpins the ethos that should be imbued in any sea level rise planning process or solution.

What is Bay Adapt?

A regional strategy for a rising bay.

Adapting to sea level rise will require a broad range of planning, policy, community, and project decisions that promote the protection of people, infrastructure, and natural systems. In such a diverse and engaged region, adaptation will also require balancing many interests and needs, ranging from the health of the most vulnerable residents and the Bay ecosystem to local economic growth and jobs, services, housing, and recreational opportunities.

Much adaptation will and should occur at the local city or county levels, where adaptation planning is already accelerating. However, we live in a highly networked region where impacts in one area, and responses to them, have cascading effects around the Bay. A coordinated approach across the region can reduce unintended consequences and greatly enhance local efforts. Collective action can be expedited by shared goals that help communities find and enact their own solutions. No one agency, jurisdiction or community can or should go it alone.

For the past five years, the Bay Area has been thinking about this problem in earnest. Forward-thinking planners, scientists and activists have already laid some important groundwork, and pinpointed the areas and communities that will be most at risk. Since 2019, Bay Adapt has worked to establish regional agreement on the actions necessary to protect people and the natural and built environments from rising sea levels.

Bay Adapt was convened by the San Francisco Bay Conservation and Development Commission (BCDC), a state agency, in partnership with a broad range of Bay Area leaders. The principles, actions, goals, and tasks in this document—a Joint Platform for adaptation—were developed in close collaboration among BCDC staff, a large Leadership Advisory Group, and hundreds of stakeholders.



We envision a Bay Area that is resilient and adaptive far into the future. As the region grows and changes, such resilience can only be achieved by supporting collaborative action, fostering greater equity among residents, and sustaining the unique ecosystems we all rely upon and thrive within.

Co-creating the Joint Platform.

In 2019, BCDC convened a Leadership Advisory Group (LAG) made up of a diverse group of Bay Area leaders from public agencies, interest groups, community-based organizations, and academia. Throughout 2020 and 2021, stakeholders participated in dozens of working group and small committee meetings to discuss and shape the Platform. The Platform was also informed by two public forums, ten community and stakeholder focus groups, over 50 presentations to boards and groups around the region, and an Environmental Justice Caucus convened regularly throughout the process. In other words, this platform, and the ideas in it, belong to everyone, and seek to serve everyone, now and into the future.

This platform, and the ideas in it, belong to everyone, and seek to serve everyone, now and into the future.

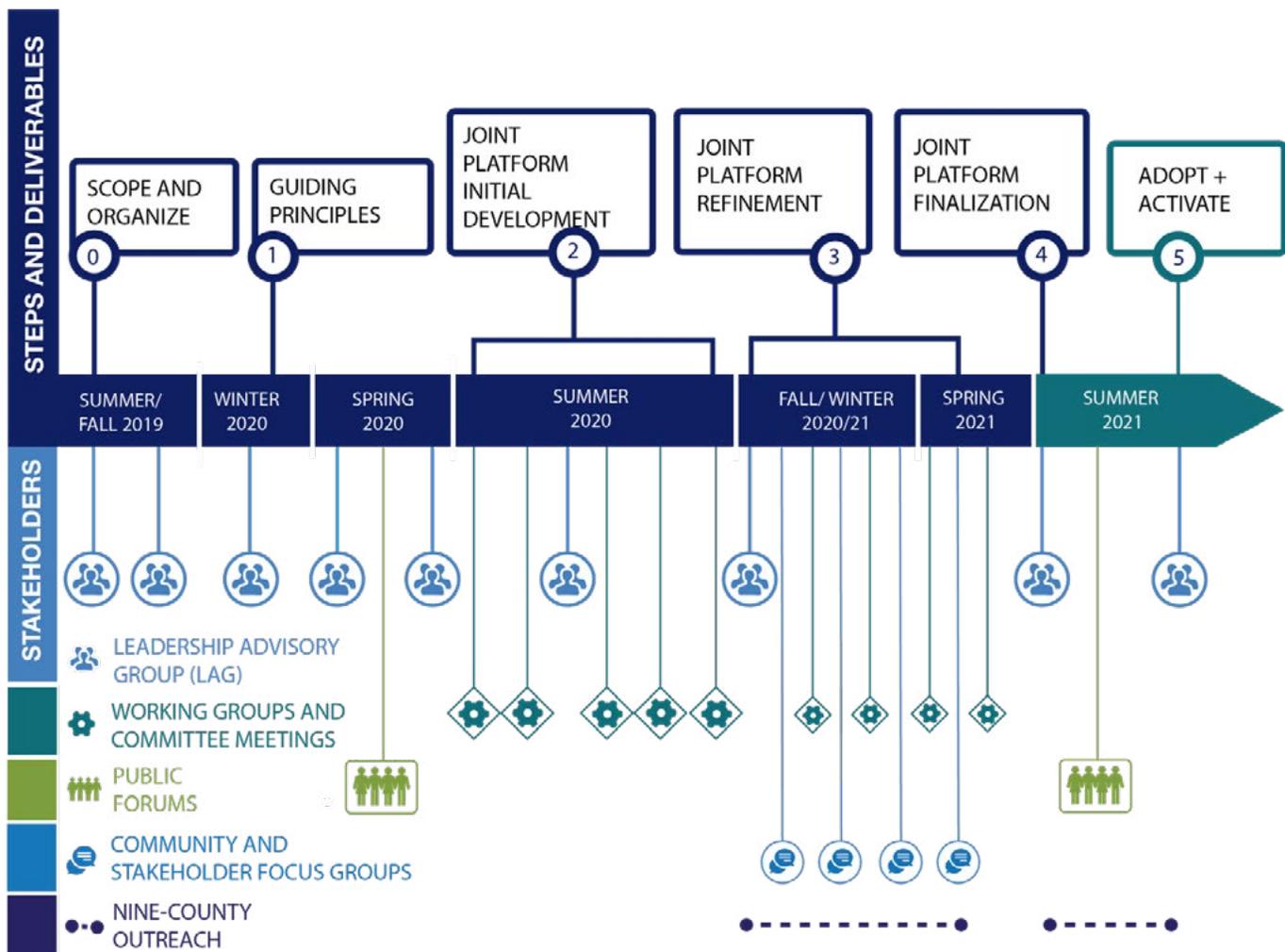


Figure 1 | The Bay Adapt process kicked off in late summer 2019. The development of the Joint Platform started in early summer 2020, convening hundreds of stakeholders to brainstorm and refine the series of actions and tasks laid out in the final Joint Platform. Over this time period, Bay Adapt also facilitated multiple working groups, committee meetings, public forums, community and stakeholder focus groups, and conducted extensive outreach throughout the nine-county Bay Area. Implementation of the tasks begins in Fall 2021.

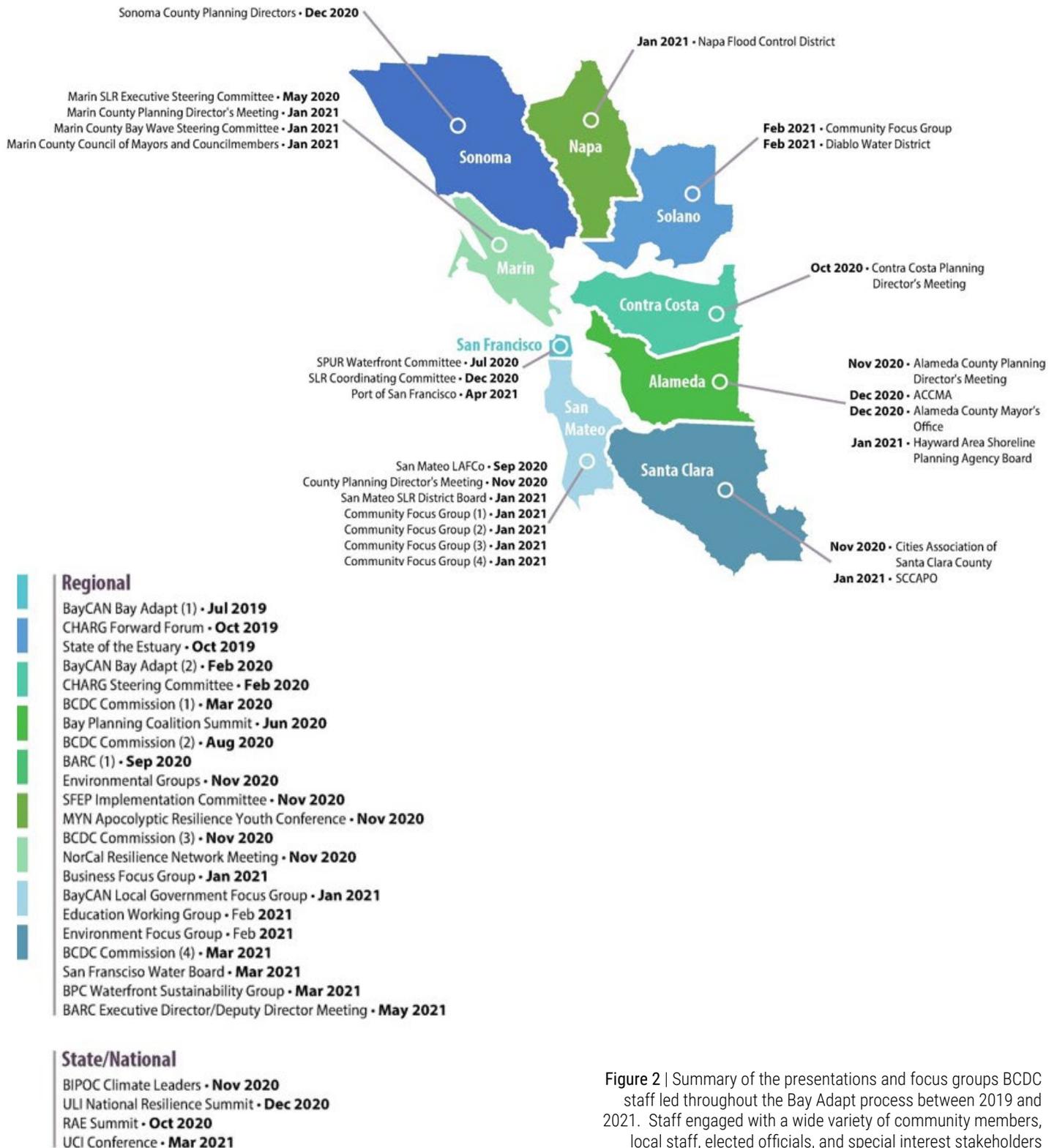


Figure 2 | Summary of the presentations and focus groups BCDC staff led throughout the Bay Adapt process between 2019 and 2021. Staff engaged with a wide variety of community members, local staff, elected officials, and special interest stakeholders throughout the engagement process.



Community forums on sea level rise risks in East Palo Alto.
Photo by Jaclyn Mandoske, BCDC.

Prioritizing and elevating equity in Bay Adapt.

In an effort to ensure equity perspectives were present and included in the leadership of Bay Adapt, invitations were extended to at least five environmental justice-focused organizations to join the LAG, comprising the Environmental Justice (EJ) Caucus. The EJ Caucus received a small honorarium for their participation.

The EJ Caucus kicked off by providing a training to the LAG on EJ principles. During this training, LAG members explored how to embed principles on environmental justice, equity and inclusion into Bay Adapt's planning process, the Joint Platform, and in implementation. EJ Caucus members also provided leadership to Working Groups and met with BCDC's Environmental Justice Manager to provide input and feedback before and after each LAG meeting.

However, all of the equity practices and benefits outlined in the Joint Platform will not be achieved if the agencies and other stakeholders implementing the actions don't fundamentally change their practices to explicitly ensure that equity is front and center. Agencies and stakeholders need to deeply understand the factors that have led to inequity and commit to ongoing training to learn and improve a new essential set of skills and work directly with EJ communities in order to achieve equity benefits.

Without this commitment, the region will continue to repeat the same inequities as our predecessors. Bay Adapt is an opportunity to set a new, more equitable course for climate adaptation.

Two critical themes emerged during discussions with the EJ Caucus and other community leaders:

- ▶ **The need for fair and equitable funding for community partners, including targeted employment and economic opportunities for diverse frontline community members; and**
- ▶ **Capacity building, administrative support, and technical training and assistance are essential to realizing truly equitable adaptation planning.**

Setting the foundation for the Joint Platform.

Rather than specifying individual projects, the Joint Platform lays out guiding principles that inform overarching region-wide actions, goals and tasks. Its aim is to overcome barriers, accelerate keys to success, and share targets to help the region achieve:

- ▶ **Flood protection and reduced flood risk** for communities, businesses, infrastructure, and habitat.
- ▶ Robust integration of adaptation into **community-focused local plans**.
- ▶ Recognition, elevation, and support for **frontline communities**.
- ▶ Accelerated permitting and **faster project construction** for priority adaptation projects.
- ▶ **Technical assistance** for local governments to plan and implement projects faster.
- ▶ **More funding** for adaptation that is easier to get.
- ▶ **Metrics** for deciding what makes the best kind of adaptation plan or project (equitable, efficient, multi-benefit, nature-based, and coordinated with others) and for tracking local and regional progress.

Engaging the entire region in collective action requires clear agreement on the path forward and checks and balances to ensure no voice is left unheard, and no community left behind. This Platform provides that roadmap for adaptation.

The Joint Platform will help the Bay Area engage in faster, better, and more equitable adaptation to a rising Bay.



Sea level rise in our regional plans.

Plan Bay Area 2050 is the region's long-range strategic plan focused on the interrelated elements of housing, the economy, transportation and the environment. Adopted in Fall 2021, Plan Bay Area 2050 is the first multi-topic plan of its kind to question what the future will look like in the face of sea level rise and other natural hazards. How will these threats impact housing, transportation, environmental, and economic goals? What are the consequences if we don't plan ahead?

Starting with Horizon, Plan Bay Area 2050's preliminary research and analysis phase, MTC/ABAG integrated the best available sea level rise mapping into imagining the impacts of sea level rise within the 2050 timeline of the plan. To address areas of near-term sea level rise impacts, Plan Bay Area incorporated an Adapt to sea level rise strategy, mapping protections on vulnerable portions of the shoreline and calculated at \$19 billion need for adaptation over the next thirty years.

Plan Bay Area 2050's Implementation Plan, which sets the strategic direction to advance strategies in the next five years, identifies key actions that MTC/ABAG and its partners should take to adapt the region to sea level rise. While these actions are compatible with Bay Adapt's tasks and will be implemented in partnership with Bay Adapt, they are part of a larger, multi-element plan and do not go into the level of detail on sea level rise that Bay Adapt does.

Plan Bay Area has been, and will continue to be, a critical tool for region-wide resilient land use decisions as sea levels rise. The Plan will continue to grow to become a comprehensive plan that brings in key regional topics, and will incorporate the best available science and regional sea level rise planning envisioned by Bay Adapt. MTC/ABAG will continue to be a key partner for planning, funding, and implementing adaptation solutions in the Bay.

Where do we start?

Preserving what we care about.

The Bay Area is the most culturally and geographically diverse region in the United States, with people of color comprising 59% of our population. More than 75% of residents believe that racial diversity is what makes the Bay Area such a great place to live. Our region is also called the “Bay Area” for a reason — the Bay is the defining characteristic of our geography and defines so much of our economy, infrastructure, and lives.

Residents cherish the beautiful blue expanse of San Francisco Bay, and their ability to walk beside it, sail over it, and gaze across its open horizons. With its diverse habitats—beaches, wetlands, grasslands, tidal flats, lagoons and more—the Bay supports hundreds of species, ranging from critically endangered salmon and marsh mice to charismatic sea lions, busy beavers, and wayward whales. Thanks to decades of careful stewardship and public investments in shoreline parks and habitats, the West Coast’s largest Estuary is both more habitable and healthier for humans and wildlife alike.

Our diversity of people and habitats also supports one of the most innovative economies in the world. The Bay Area is a hub of technology, industry, agriculture, services, and more, though this has created significant challenges in income equality.

Within this context is both diversity and inequity. Across our communities, cities, and counties, we have different histories, different challenges and different opportunities. Deciding which climate change adaptation options are right for each community can be complex. Many people contribute to making these decisions, and lots of considerations go into deciding what the right solutions may be for each particular waterfront.

If we are to prepare ourselves fully for sea level rise throughout the region, cities and counties must work with local communities and the state and federal governments to make decisions about what should—and shouldn’t—exist along the shoreline in the future.

Centering and protecting people, habitats, and wildlife.

The risks from sea level rise, and the resources necessary to address those risks, are unequally distributed among communities and ecosystems across the Bay Area.

In order to understand community vulnerability to sea level rise, BCDC's Adapting to Rising Tides (ART) Program leverages existing research on socioeconomic characteristics that may reduce ability to prepare for, respond to, or recover from a hazard event or impacts from environmental burdens. It has identified potential impacts to communities from current and future flooding including:

- ▶ Loss of property and income; displacement from their communities.
- ▶ Disrupted access to medical care and other critical services.
- ▶ Loss of power and utilities.
- ▶ Spread of disease and worsened pre-existing health conditions.
- ▶ Physical and mental distress resulting from the flooding of homes and infrastructure.

The Bay has also long been a dumping ground for polluted waste and industrial sites are still located along many parts of the shoreline. In addition to flood impacts, sea level rise may mobilize pollution as flooding becomes more prevalent, spreading to communities and ecosystems at an unprecedented rate.

All of these impacts are often disproportionately distributed to populations with certain existing socioeconomic vulnerabilities.

Additionally, these populations tend to be highly sensitive to impacts, leading to potentially devastating implications from even minor flooding.

Natural ecosystems are also disproportionately impacted by sea level rise. When given a choice between an endangered salmon and a farm, a wetland or a vineyard, a nesting island or a waterfront hotel, it can be difficult

Vulnerable Communities Exposed to Sea Level Rise Around the Bay

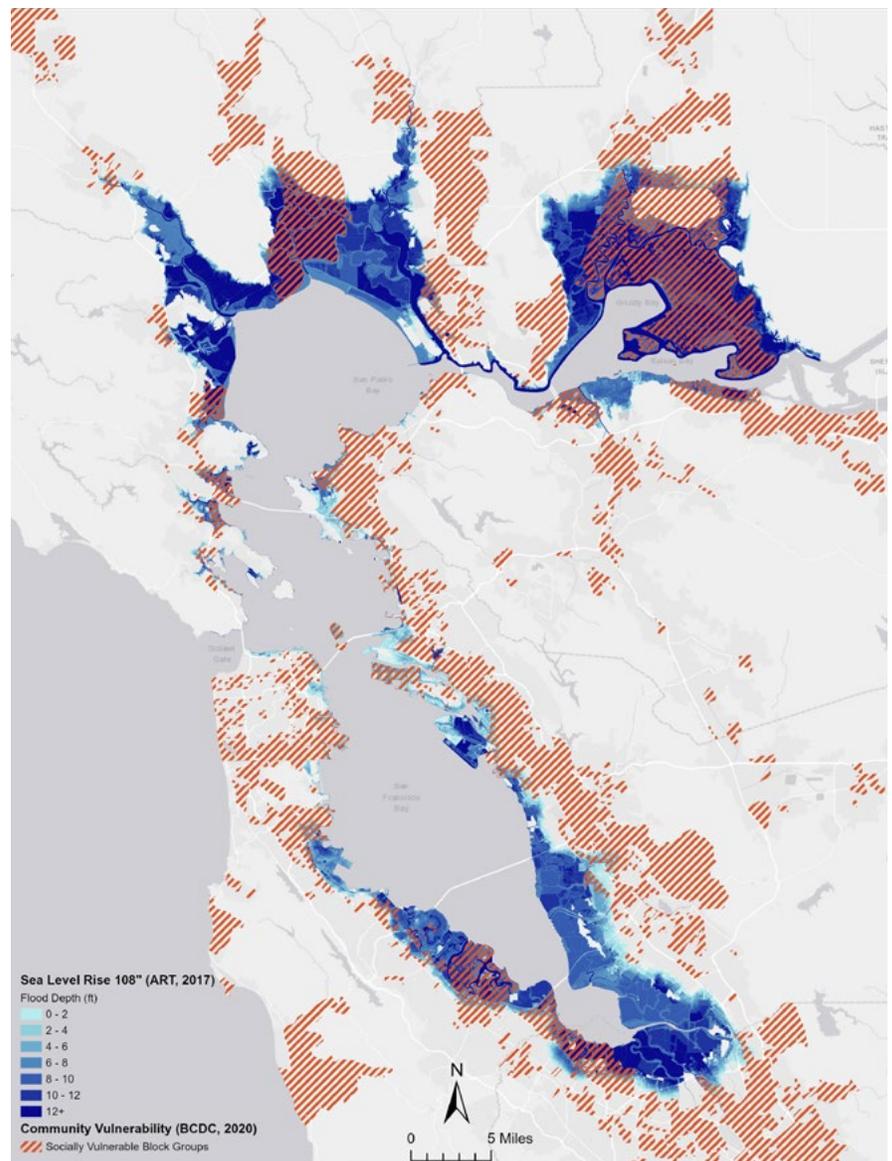


Figure 3 | Map of census block groups considered socially vulnerable in their ability to plan for, respond to, and recover from natural hazards (orange hash) and flooding depth and inundation from 108 inches of sea level rise (blue). Data from ART Bay Area Regional Sea Level Rise Vulnerability and Adaptation Study: Chapter 2.6 Vulnerable Communities (March 2020).

Communities Exposed to Contamination and Sea Level Rise Around the Bay

Our efforts now will affect the health and livability of the Bay Area for generations.

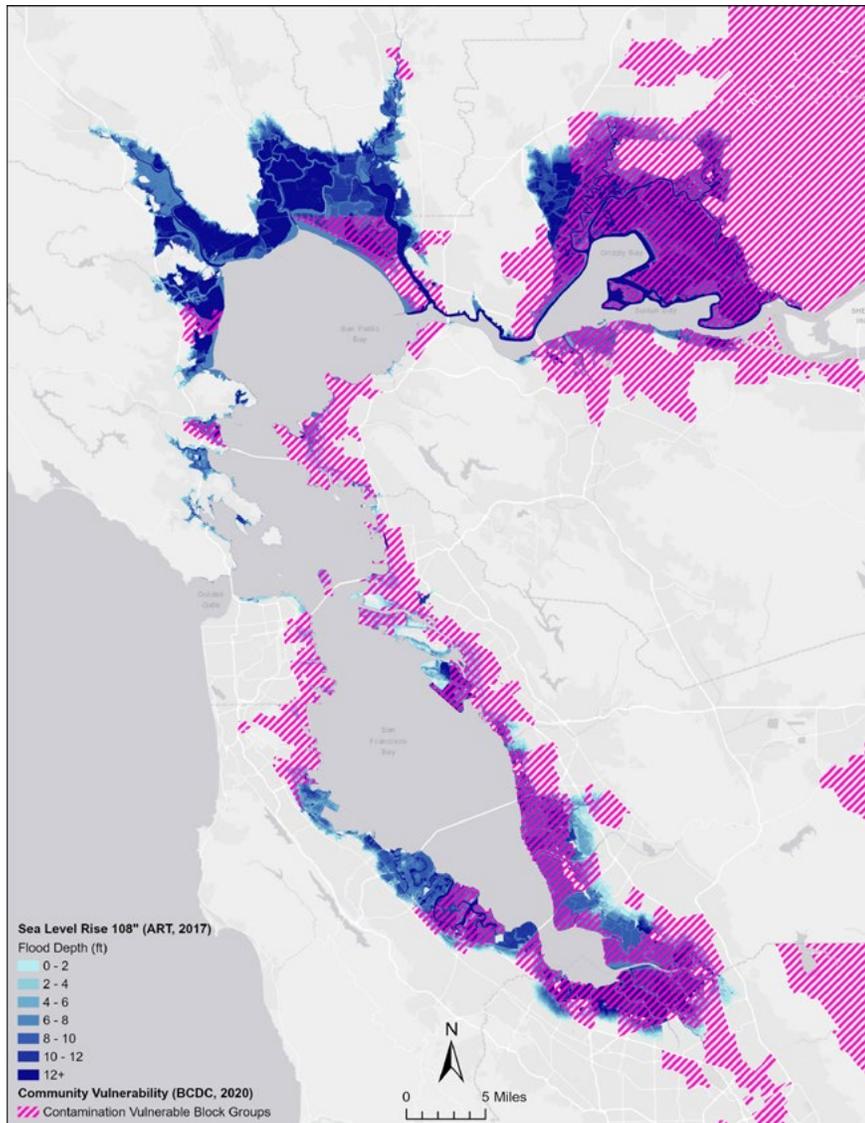


Figure 4 | Map of census block groups considered contamination vulnerable based on subset of Cal Enviro Screen 3.0 indicators impacted by flooding and flooding depth and inundation from 108 inches of sea level rise (blue). Data from [ART Bay Area Regional Sea Level Rise Vulnerability and Adaptation Study: Chapter 2.6 Vulnerable Communities \(March 2020\)](#).

for wildlife and open space to prevail in the battle over human priorities and money. Preserving shoreline habitats will require prioritizing sediment to built up wetlands and providing room for habitats to migrate upslope. But sediment is limited and many wetlands abut development and levees.

The health of Bay ecosystems is inextricably linked to our way and quality of life. We continue to learn how

nature protects people from natural disasters and improves public health. But as water levels rise coastal habitats risk being drowned and lost. Both nature, and people, will suffer.

The Joint Platform places a high value on both the region's diverse people and its ecosystems. Throughout the formation of the Joint Platform, a coalition of community advocates, environmental activists, and adaptation practitioners have made clear that cleaning toxic sites and reducing future pollution is a priority for our region. The resulting document explicitly acknowledges the disproportionate risks and burdens on communities of color and other historically marginalized populations, and tasks in the Joint Platform begin to outline how our region can begin to right generations of wrongdoing through elevating the role of vulnerable communities in developing solutions, filling in knowledge gaps about the challenges they face, mapping hazardous sites, and more. With people at the center of solutions, the Bay region can be a national model for equity in resilience planning.

The Joint Platform tasks also prioritize natural habitats to support a healthy, resilient Bay. Going green, meaning

prioritizing nature-based strategies for shoreline adaptation as much as possible, is already a regional priority. Taking actions to support healthy Bay ecosystems now and as sea levels rise is essential, not only for the many other benefits they provide but as they are also our first—and most at risk—line of defense from rising seas. Our efforts now will affect the health and livability of the Bay Area for generations.

Guiding Principles of the Joint Platform

Support socially vulnerable communities

Actively ensure that socially vulnerable communities don't just bounce back in the face of sea level rise, but "bounce forward" by providing additional resources and support to areas where socially vulnerable communities live, work, and play and reducing negative impacts to these communities. Climate change will disproportionately impact marginalized communities with fewer resources.

Put nature first whenever possible

Prioritize natural infrastructure solutions that benefit ecosystems and the health of the Bay as well as people, especially in the near-term. Adapting to rising sea level will require a mix of green and gray infrastructure. Working with nature, instead of against it, can produce better results for both people and wildlife.

Solve interconnected problems at the same time

Prioritize adaptation actions that maximize regional risk reduction to flooding and sea level rise and minimize tradeoffs within the context of other regional priorities such as housing, economy, social equity, habitat protection, and other climate risks. Sea level rise and flooding is just one of several regionally interconnected crises facing the Bay Area.

Practice inclusive, community-led governance and decision-making

Remove barriers and enhance capacity to increase transparent, coordinated decision-making among community members and organizations and local, regional, state, and federal governments that acknowledges and leverages the unique roles, responsibilities, and authorities at each scale. Adaptation outcomes will better protect the entire region when all interests, including those who know their neighborhoods and communities best, contribute and collaborate in reducing risk.

Support existing efforts but plan for the long term

Support, encourage, and learn from early innovators charting a new course for the region, especially for wetland restoration, while maintaining a long-term vision for more complex planning and investments. Early action is important for regional learning, setting precedents, and shorter-term flood control, and widespread or significant capital investments require careful and collaborative planning.

Pick the right strategy for the right place at the right time

Ensure that local and regional investment strategies to address flooding and sea level rise are grounded in local needs, conditions, and plans, and are phased to allow for uncertainty, flexibility, and iteration. The Bay is a collection of distinct places with unique physical and social conditions and there is no "one size fits all" solution – or timeline – to address climate-related impacts.

The San Francisco Bay connects nine counties and millions of people together. Photo SF Baykeeper, Cole Robb Most, and LightHawk.

What does adaptation look like?

Developing targeted solutions.

In climate change, adaptation is different from mitigation, which are the ways we try to reduce our carbon footprint. Adaptation refers to making changes to how we live in the face of change to reduce hazards and increase resilience to future conditions.

In the Joint Platform, adaptation specifically means the plans and projects that either prepare us for sea level rise or alter our shorelines to reduce its impacts.

In some cases, we will adapt by restoring natural wetlands to absorb more water and buffer us from storms, while in other places when nature-based solutions are not feasible, we will build higher protections, such as seawalls, to keep water out. We may also avoid building new roads or homes in areas that are likely to flood or provide migration space for wetland habitats. Sometimes adaptation may even require removing things that are already built out of harm's way. Adaptation also will spur innovative solutions as we learn how to co-exist with more water in the future.

The adaptation solutions we choose in one part of the Bay are inextricably linked to everywhere else along the shoreline. Since the Bay is an interconnected system, flood protection measures in one location of the Bay may increase the risk of flooding in other areas. It is critical that we consider shoreline solutions as a whole Bay, rather than on a project-by-project basis.

Bay Adapt helps to set the stage for successful adaptation region-wide. While each community will need to decide which approach is best now and over time, the actions in Bay Adapt help support multiple adaptation approaches within the larger regional context we need to think about before it's too late.

Regional Hot Spots Around the San Francisco Bay

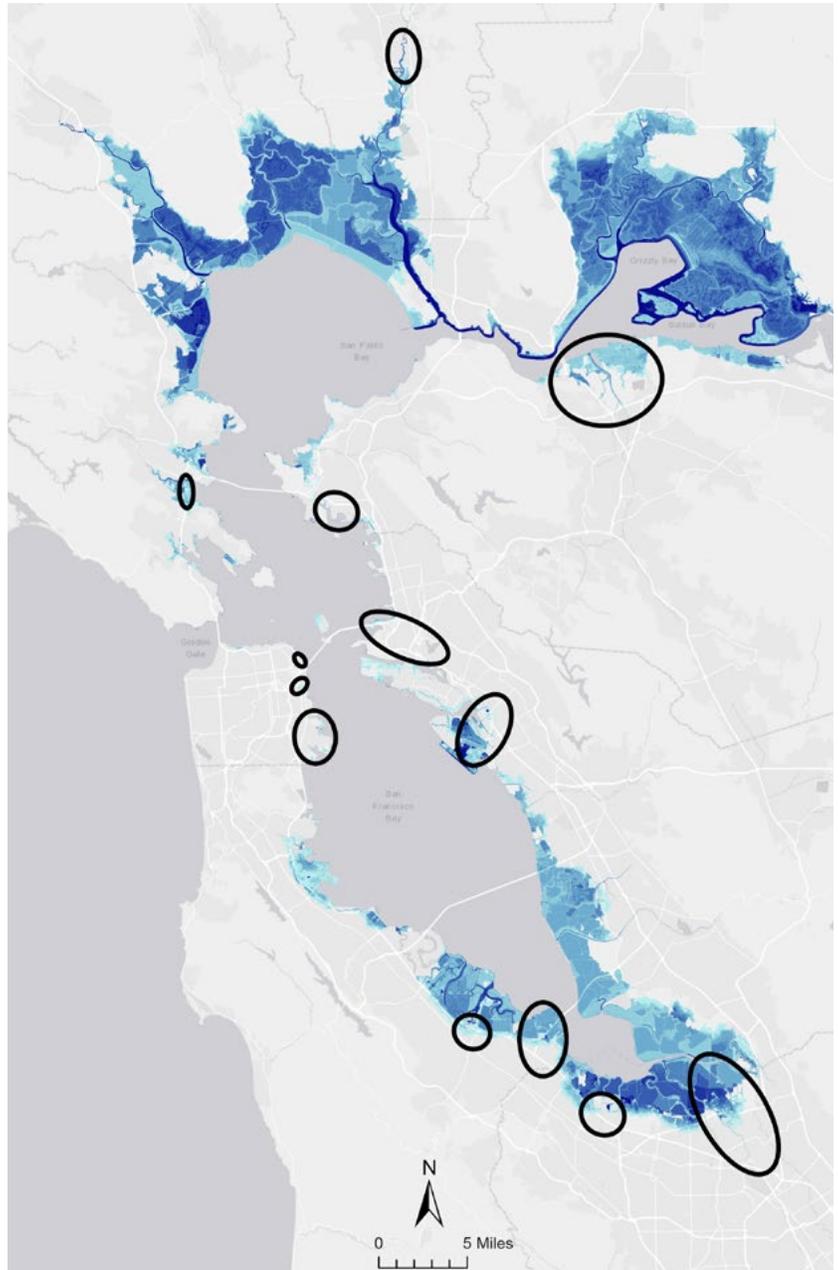


Figure 5 | Regional "hot spots" identify areas in the region with highest consequences from flooding at 108" TWL to both vulnerable communities, transportation networks, and urban growth areas or open space. Data from ART Bay Area Regional Sea Level Rise Vulnerability and Adaptation Study: (March 2020).

Adaptation Actions that Prepare

- ▶ Actions that help us set the stage to make decisions about what to do next that are equitable, inclusive, and based on science, local knowledge and values, such as increasing information or community capacity.
- ▶ Changes to regulatory environments, political settings, land use, or other contexts for decision-making that improve the outcomes of adaptation decisions.
- ▶ Agreement on a shared approach about who makes decisions, what informs those choices, and how we plan and fund those decisions equitably to addresses disproportionate impacts on the most vulnerable.

Adaptation Actions that Protect, Accommodate, Avoid or Retreat

- ▶ Actions that change the physical characteristics of the shoreline, such as integrating natural ecosystems (green infrastructure) and/or building engineered structures (gray infrastructure) to protect shorelines from flooding.
- ▶ Projects that accommodate flooding such as preserving transition zones for wetlands, elevating structures, or using flood resistant materials.
- ▶ Efforts to retreat from the shore, such as removing existing development or avoiding placing new development in areas at risk of flooding.

Sea level rise will change our way of life in the Bay Area dramatically. Our daily commutes, the goods and services we depend on, the places where we live and work, the natural spaces that provide habitats and make the Bay Area a beautiful place to live, will all be affected. The Bay Adapt Joint Platform’s 6 Guiding Principles, 9 actions and 21 tasks suggest a way forward for us all.

What are adaptation actions?

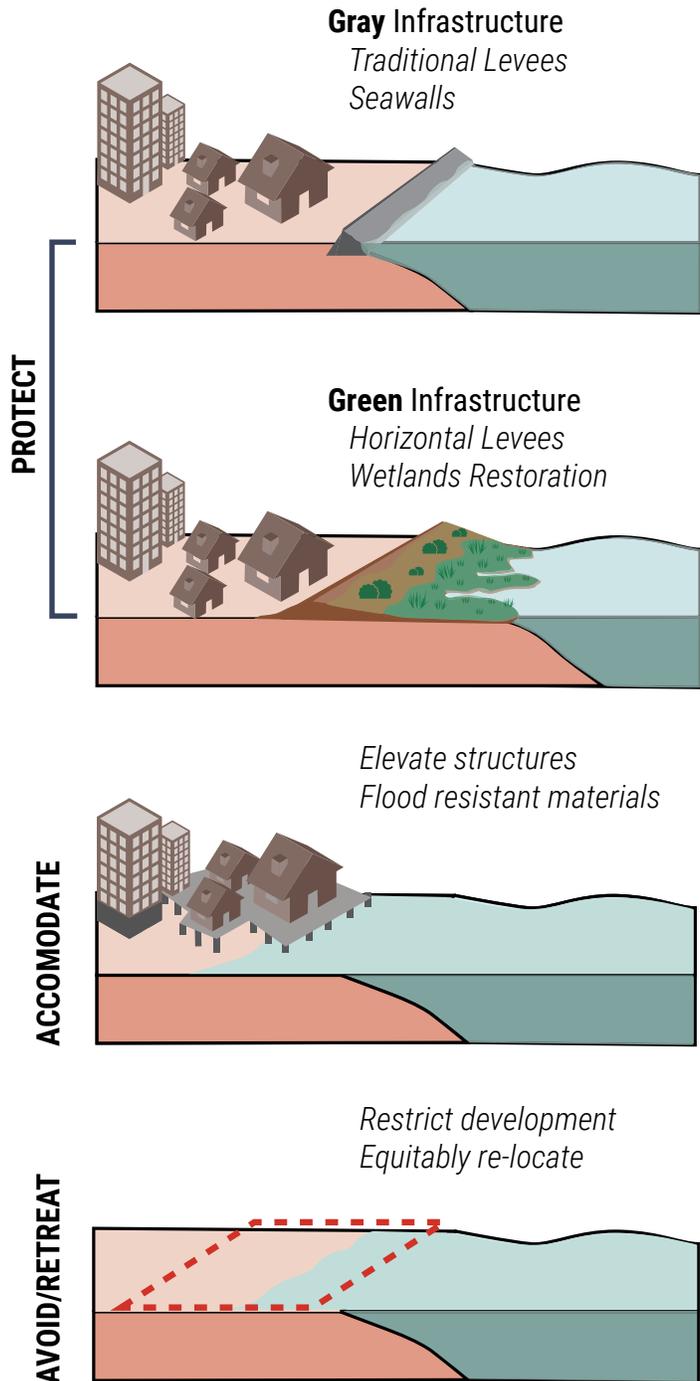


Figure 6 | Different adaptation approaches facilitated by the actions in Bay Adapt seek to prepare the region to equitably respond to sea level rise, while also strengthening implementation and ensuring lessons are learned over time.

The Joint Platform

9 actions, 21 tasks, 1 region *moving forward together*

PEOPLE



Action 1: Collaborate on a “One Bay” vision to adapt to rising sea levels.

Task 1.1: Create a long-term regional vision rooted in communities, bay habitats, and the economy.

Task 1.2: Lay the foundation for a proactive regional legislative agenda.

Action 2: Elevate communities to lead.

Task 2.1: Improve how communities and public agencies learn from each other and work together.

Task 2.2: Fund the participation and leadership of community-based organizations (CBOs) and frontline communities in adaptation planning.

INFORMATION



Action 3: Broaden public understanding of climate change science and impacts.

Task 3.1: Tell local and regional stories about people and places adapting to climate change.

Task 3.2: Weave climate literacy into school programs.

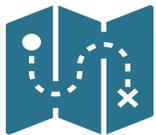
Action 4: Base plans and projects on the best science, data, and knowledge.

Task 4.1: Align research and monitoring with information gaps.

Task 4.2: Make scientific data, information, and guidance easier to use.

Task 4.3: Increase access to technical consultants for local adaptation partners.

PLANS



Action 5: Align local and regional plans into a unified adaptation approach.

Task 5.1: Provide incentives for robust, coordinated adaptation plans.

Task 5.2: Align state-mandated planning processes around adaptation.

Action 6: Figure out how to fund adaptation.

Task 6.1: Expand understanding of the financial costs and revenues associated with regional adaptation.

Task 6.2: Establish a framework for funding plans and projects.

Task 6.3: Help cities and counties expand ways to fund adaptation planning and projects.

PROJECTS



Action 7: Refine and accelerate regulatory approvals processes.

Task 7.1: Accelerate permitting for equitable, multi-benefit projects.

Task 7.2: Assess environmental regulations and policies that slow down progress on projects.

Action 8: Fund and facilitate faster adaptation projects.

Task 8.1: Incentivize projects that meet regional guidelines.

Task 8.2: Encourage collaboration among people doing projects in the same places.

Task 8.3: Facilitate faster construction of nature-based projects.

PROGRESS



Action 9: Track and report progress to guide future actions.

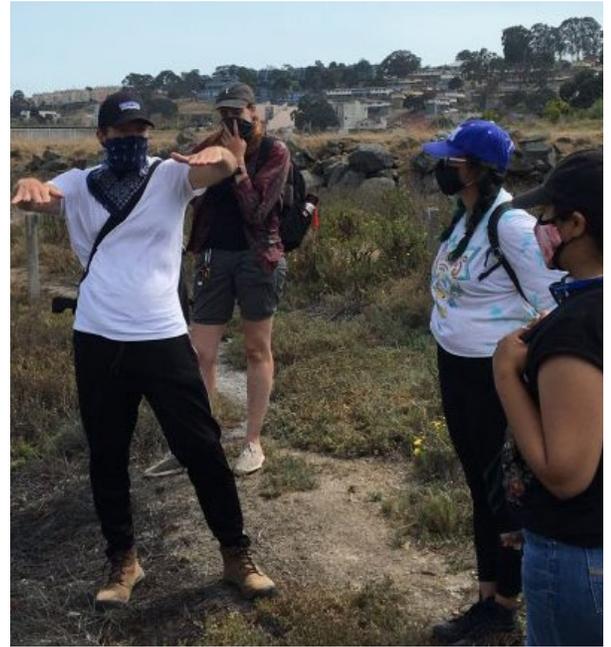
Task 9.1: Measure regional progress using metrics and share results.

Task 9.2: Monitor and learn from pilot projects.

PEOPLE



As we adjust the way we live, work, and play to adapt to a changing climate, we must act together with a true regional vision and ensure that this transition does not reinforce pre-existing inequities. Who will lead who will decide, and how do we all get on the same page? Frontline communities that feel the most acute impacts from sea level rise have local knowledge critical for equitable solutions. Likewise, legislators in Sacramento and Washington need to hear our collective voice loud and clear—two-thirds of the State’s total sea level rise impacts will occur in the Bay Area, so our collective voice must be strong.



People learning about shoreline restoration. Photo by LEJ from Estuary News from March 2021.

ACTION 1

Collaborate on a “One Bay” vision to adapt to rising sea levels.

Goals:

- ▶ A shared vision for regional adaptation that reflects the Bay Area’s diverse conditions and communities.
- ▶ A proactive legislative agenda supporting sustained Bay Area adaptation.

TASK 1.1: Create a long-term regional vision rooted in communities, bay habitats, and the economy.

Engage communities and stakeholders in envisioning a resilient future shoreline, relying on grassroots input from start to finish. Using Bay Adapt’s Guiding Principles to guide the process, it should define and articulate what successful adaptation should look like at ground level, and around the Bay, beginning in the most at-risk frontline communities.

The vision must be built on a deep understanding of communities’ unique social, cultural, economic, and physical needs and be developed through a participatory, transparent, and iterative process and create opportunities for diverse stakeholders to learn about each other and have conversations.

The vision must also be built on regional environmental, housing, transportation, recreation, economic and other

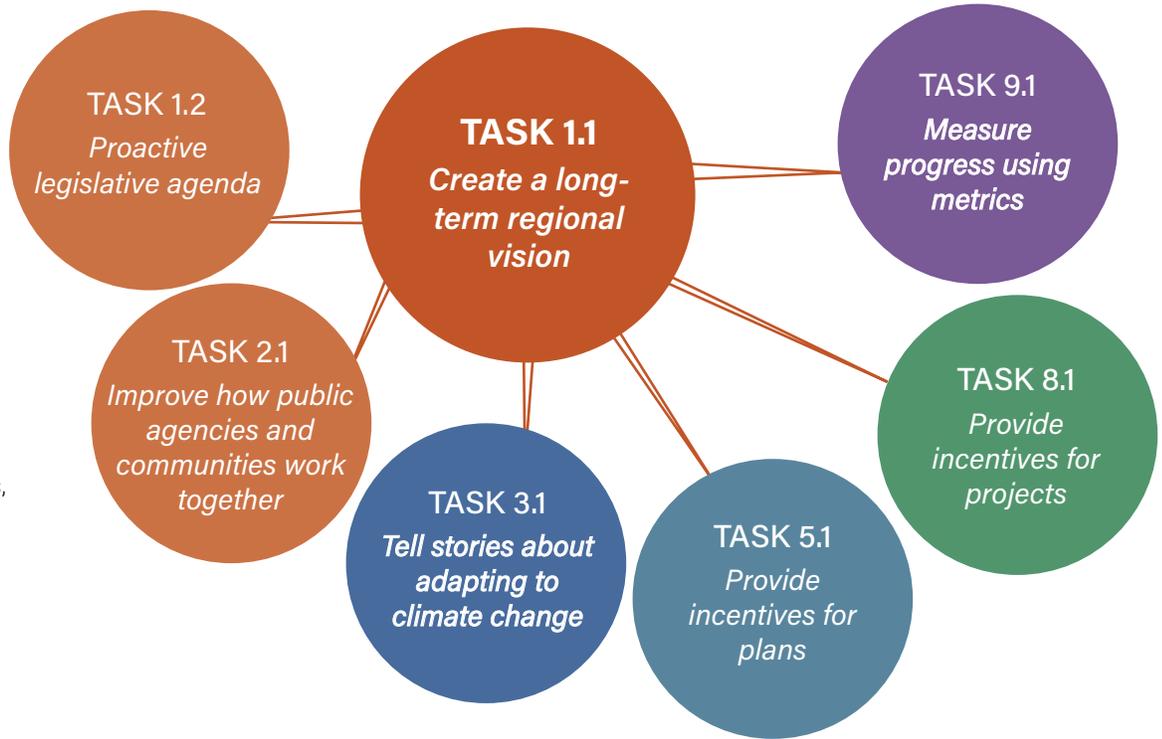
priorities, including visions already established for these sectors, such as in Plan Bay Area 2050 or the San Francisco Estuary Blueprint.

The vision should be expressed through multiple deliverables that will be utilized throughout many other tasks included in the Joint Platform, including:

- ▶ A “vision statement” for the Bay shoreline that sets a long-term picture of successful adaptation.
- ▶ Regional and sub-regional objectives, tied to measurable metrics (such as safety, equity, a functioning and thriving ecosystem, reuse of sediment resources, shoreline access, and economic growth), to be used for tracking progress in Task 9.1.
- ▶ Specific regional and sub-regional strategies, actions, and an assessment of priority project locations, types, and timelines, building off existing analysis such as on vulnerable communities, Bay interconnectedness, and the Adaptation Atlas. This can be used in conjunction with the above guidelines to incentivize and prioritize the right kinds of actions in the right locations.
- ▶ Guidelines, evaluation methodologies, and technical modeling capacities for evaluating local plans and projects for funding and other incentives that align with desired outcomes (Tasks 5.1, 6.2, and 8.1).

How the regional vision can inform Joint Platform actions

Figure 7 | Many different tasks outlined in the Joint Platform flow from the vision, guidelines, and metrics outlined in Task 1.1, either directly or indirectly.



TASK 1.2: Lay the foundation for a proactive regional legislative agenda.

Build a unified advocacy voice for Bay Area adaptation needs. In the short term (next two years), pilot a legislative working group to work toward consensus on regional priorities and shared criteria for future legislation while taking advantage of opportunities within current state and federal legislative sessions. Foster relationships with state and federal legislators to lay the groundwork for future legislation. Build support for the nine-county Bay Area as the focus for new regional climate adaptation programs. In the mid-term (2-4 years), build support for multi-year sources of

funding for a wide range of adaptation activities, such as a regional ballot measure. Identify and collectively advocate for additional regional priorities that would require legislation, such as regulatory changes, planning guidance, new fiscal authorities, and funding support. In the long term (5+ years), coordinate, update and communicate legislative needs on a biennial basis, such as through an annual legislative agenda.

Action 1 Benefits



EQUITY

Elevates frontline community voices in long-term regional visioning and advocacy.



ENVIRONMENT

Elevates environmental advocacy voices in long-term regional visioning and advocacy.



ECONOMY

Elevates business and economic voices in long-term regional visioning and advocacy.

ACTION 2

Elevate communities to lead.

Goals:

- ▶ Adaptation grounded in local vision and needs.
- ▶ Increased capacity of community members, especially those historically excluded from decision-making, to contribute to the process.
- ▶ Long-term funding that supports sustained community leadership and equitable partnerships among communities and governments.

TASK 2.1: Improve how communities and public agencies learn from each other and work together.

Build community capacity to influence government and support a region-wide training program led by communities and geared towards government to shift values towards place-based expertise. Adopt and share best practices for equity-focused adaptation decision-making throughout the region. Ensure that best practices nurture meaningful relationships, center community concerns and priorities, and make community and social benefits clearer.

Support community leaders in raising awareness and capacity within their own communities. Host trainings for communities on sea level rise risks, adaptation options, community storytelling, and best practices for engaging effectively with governments. Whenever possible, choose community-based organizations (CBOs) or community members to lead trainings geared toward government and communities.

Training topics for agency staff may include general environmental justice and local histories, community mapping, culturally appropriate communication, meaningful community engagement at all phases of planning, use of community benefit agreements, alternative approaches to traditional cost-benefit analyses that elevate community value, and measuring successful engagement.

“Conversations and decisions are being made without the community’s input. How do we make sure that people’s stories and perspectives are at the forefront?”

- East Palo Community Focus Group Participant

Ideas for the Bay Area

The Greenlining Institute, an Oakland-based advocacy group, has created a guidebook to help users embed equity in a meaningful way in climate adaptation and community resilience policies and programs. [Access the Guidebook.](#)

*A coalition of community organizations in East Oakland partnered with the City of Oakland to secure a **Transformative Climate Communities** grant for local equitable climate planning. City staff and community groups collaborated on the scope of work, goals, and budget for the project. The resulting community-driven plan led to a \$28 million implementation grant. [Access the Plan.](#)*

*The **West Oakland Environmental Indicators Project** received a Restoration Authority grant to lead a **Shoreline Leadership Academy** to raise the capacity of local frontline community residents to engage and lead in climate adaptation. Participants are paid for their time to develop plans for the shoreline while increasing their knowledge and participation.*

*The **Resilient Communities Initiative** created an equity checklist and sample partnering agreement that could be a model for successful future partnerships. [Access them Here.](#)*

*The **Bay Area Regional Health Inequities Initiative (BARHII)** recently released a new report on best practices for community engagement to create healthy and resilient communities. This report can serve as a resource for governments. [Access it Here.](#)*



Community forum in East Palo Alto on rising sea level. Photo by Jaclyn Mandoske, BCDC.

TASK 2.2: Fund the participation and leadership of CBOs and frontline communities in adaptation planning.

Establish a stable and ongoing funding program to support frontline communities and CBOs as full partners and leaders in adaptation planning. Use the funding to build and sustain community capacity to participate in decision-making as described in Task 2.1. Support CBO operating expenses, staffing, stipends for community representatives in planning processes and meetings, and expenses associated with participation such as transportation, food, and childcare. Also fund the community-led training programs identified in Task 2.1.

Consider state budget or bond allocations, legislation, grants, development fees, or regional funding measures as sources of funding. Equity initiatives could receive a dedicated percentage of any resilience-focused funding, for example. Other initiatives to increase community access to funds could include supporting collaborative grant-writing, or streamlining the process for governments or industry partners to contract with CBOs (such as setting up a bench of CBOs available for fee-based consulting and managing those contracts on behalf of the CBOs).

“It is harder to ask communities to engage on something that they have not been involved in shaping. You need representatives with direct experience and engagement in these communities, what they want, and agency staff typically doesn't have that.”

- Bay Adapt EJ Caucus Member

Action 2 Benefits



EQUITY

Elevates frontline community members as key decision-makers and compensates them for their time and expertise.



ENVIRONMENT

Prioritizes natural resources that people value, promoting local stewardship.



ECONOMY

Prioritizes local businesses and jobs, keeping local economies thriving.

INFORMATION

Cities, landowners, residents and students all need to understand how the latest science on sea level rise applies to their lives and decisions. Understanding risks, consequences, options, and tradeoffs enables everyone to be part of the solution. We also need ways to share our stories, struggles, and successes as we confront climate change and learn to adapt. Stories of individual and shared experiences of change are the foundation of future action. But where do we find and keep up with the latest science and these evolving stories? And how do we share the best of them?

ACTION 3

Broaden public understanding of climate change science and impacts.

Goals:

- ▶ Increased climate literacy in the region's general public.
- ▶ Communities and youth who are better prepared to plan and implement adaptation solutions.
- ▶ More value placed on community history and first-hand experience.

TASK 3.1: Tell local and regional stories about people and places adapting to climate change.

Launch a sustained storytelling campaign to amplify awareness of climate change, sea level rise impacts, and Bay health in the Bay Area. Listen and learn from residents' direct experiences and empower them to advance their own solutions for climate adaptation. Encourage youth, neighborhoods, and frontline communities to shape and share their own stories. Base stories on local successes and hopeful narratives about what makes the Bay Area special, including the Bay's unique natural ecosystems and culture of environmental and social activism. Allow communities to share their stories of concern, risk, needs, and loss in order to center these narratives and base future adaptation planning on mitigating these challenges. Share stories widely, and make them available on diverse platforms – newspapers, radio, television, social media, neighborhood news apps, and the web. Use these stories to train local government staff about the communities they serve and increase trust between communities and local staff (coordinated with the trainings outlined in Task 2.1).



BCDC staff presenting to stakeholders on sea level rise vulnerability. Photo by Jaclyn Mandoske, BCDC.

Ideas for the Bay Area

*As part of the Islais Creek Adaptation Strategy, the San Francisco Planning Department developed a magazine, **I Am Islais**, that provided a platform for residents and stakeholders to speak about sea level rise in the neighborhood and how it would affect their lives. Platforms like these allow residents to have their voices heard.*





Middle schoolers from Oakland learn about rain catchment systems. Photo courtesy of Estuary News from March 2019.

TASK 3.2: Weave climate adaptation literacy into school programs.

Support partnerships between public and private schools and community-based organizations (especially those led by youth and frontline community members) to educate students about the health and future of the Bay and ways to adapt to climate change. Share adaptation visions, solutions, and local pilot projects showcasing innovation with teachers, students, school districts and parent associations. Support schools so they can get more involved as partners in educating their local communities about rising sea levels and as leaders in elevating the importance of climate action and adaptation. Help schools offer both climate-literate curricula and career pipeline opportunities based in diversity and inclusivity. Consider partnerships with local employers to connect training with local jobs. Provide our future decision-makers and workforce with the knowledge and experience to tackle climate problems with equitable and innovative solutions.

Ideas for the Bay Area

The Mycelium Youth Network partnered with The Exploratorium and BCDC to engage local youth in the science, political issues, and civic processes involved in responding to climate change and its impacts on infrastructure and people. The collaboration produced *Water Is Life*, a program that offered an in-depth analysis of water justice issues with a specific focus on sea level rise and how it will impact the entire Bay Area.

The program reached 150 students at several Title I schools around the Bay Area, including Leadership High School and Mission High School in San Francisco, and Elmhurst United Middle School in Oakland. [Learn More Here.](#)

The San Mateo County Environmental Literacy Program works with school districts, community-based environmental literacy partners, educators, and youth to actively integrate environmental sustainability into school communities, classrooms, and programs. [Learn More Here.](#)

Action 3 Benefits



EQUITY

Empowers frontline community members by increasing awareness of climate risks, sharing stories about their own communities, and engaging youth in schools.



ENVIRONMENT

Raises awareness of the health and future of the Bay and its resources and the value of natural and nature-based solutions in addressing rising sea levels.



ECONOMY

Reduces likelihood of economic damage by flooding by building public support for adaptation measures; prepares youth to enter climate resilience careers.

ACTION 4

Base plans and projects on the best science, data, and knowledge.

Goals:

- ▶ Data and research tailored to the region's specific needs.
- ▶ Accessible science, analysis, and monitoring information.
- ▶ User-friendly technical support.

TASK 4.1: Align research and monitoring with information gaps.

Partner with academics, scientists, and communities to fill information gaps through original research, data collection, analysis, and monitoring. Tailor the interpretation of science to the audience or user, ranging from the general public to academics. Curate and archive information for use and updates across decades. Align with similar statewide initiatives but ensure data is tailored to the Bay Area.

From a technical perspective, identified information needs include:

- ▶ Enhanced regional flood modeling related to multiple hazards (such as groundwater, watershed, riverine/tidal, subsidence, erosion).
- ▶ Expanded networks of water elevation monitoring stations for real-time updates to the rate and timing of sea level rise in the Bay.
- ▶ Expanded open data initiatives to facilitate sharing.
- ▶ Standard operating procedures for validating and nominating data for common use.
- ▶ More research on the cost and suitability of adaptation strategies for different Bay conditions.
- ▶ Identification of potential wetland migration pathways.
- ▶ Tracking, sharing, and integrating data from various sectors to spotlight opportunities to reuse sediment.
- ▶ Research on the equitable distribution of burdens and benefits of adaptation.
- ▶ More explicit research on the impacts and consequences of contaminated sites as they intersect with flooding and/or rising groundwater and strategies for mitigating these impacts.

Solicit and value local knowledge from residents, particularly in frontline communities, and use it to inform research needs and priorities and to confirm and validate academic research. Prioritize co-production of data and tools with communities through community-based asset mapping and storytelling or participatory science to form a more complete data picture.

Ideas for the Bay Area

Created in 2000, the California Ocean Science Trust recognizes the value of independent science and the opportunity to better connect the wealth of scientific expertise in academia with policy and management decisions in the state. The Ocean Science Trust seeks and provides funding for ocean resource science projects and encourages coordinated, multi-agency, multi-institution approaches to ocean resource science.

It can serve as a model for how to connect real-world planning and policy needs with scientific and academic research but be adapted for the unique needs and constraints of the Bay Area.

[Learn More Here.](#)

The Wetlands Regional Monitoring Program (WRMP) is convening stakeholders from a broad range of backgrounds and expertise to develop a regional monitoring program for wetlands in the Bay Area. The program aims to use wetland habitat data to improve the efficiency of permitting and monitoring wetland restoration projects and to evaluate the condition of the tidal marsh ecosystem at a regional scale. [Learn More Here.](#)



CALIFORNIA
OCEAN
SCIENCE
TRUST



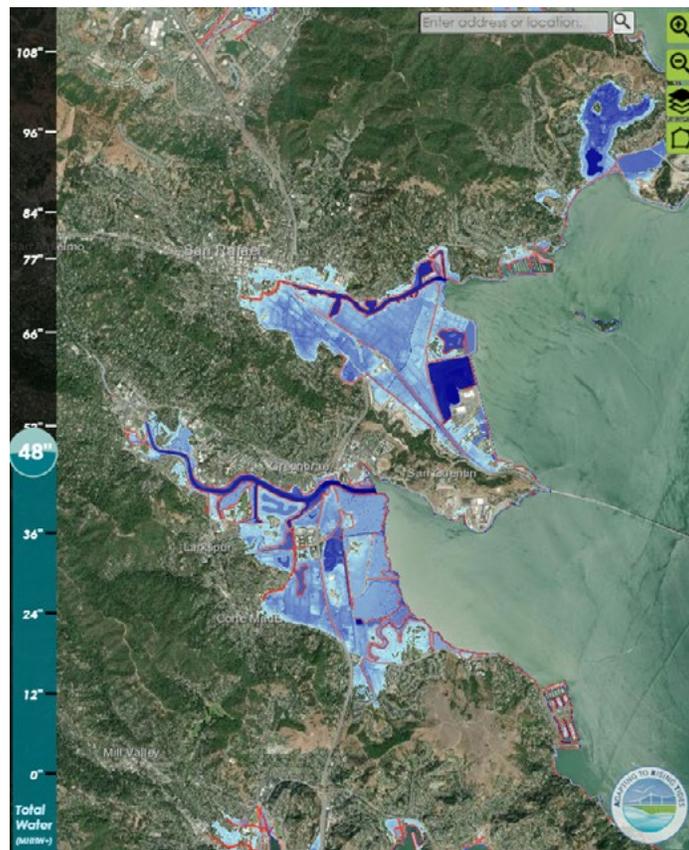
TASK 4.2: Make scientific data, information, and guidance easier to access and use.

Help users creating adaptation plans and projects understand where, when, and how to use climate science and planning tools. Facilitate widespread access to, and understanding of, technical information and guidance. Improve and ease access to the most relevant information.

Establish or support an independent Climate Science Consortium that provides high-quality science translation tailored to the Bay Area’s needs and fed by the research outlined in Task 4.1.

Also offer a separate technical assistance “storefront” to support plans and projects that provides users:

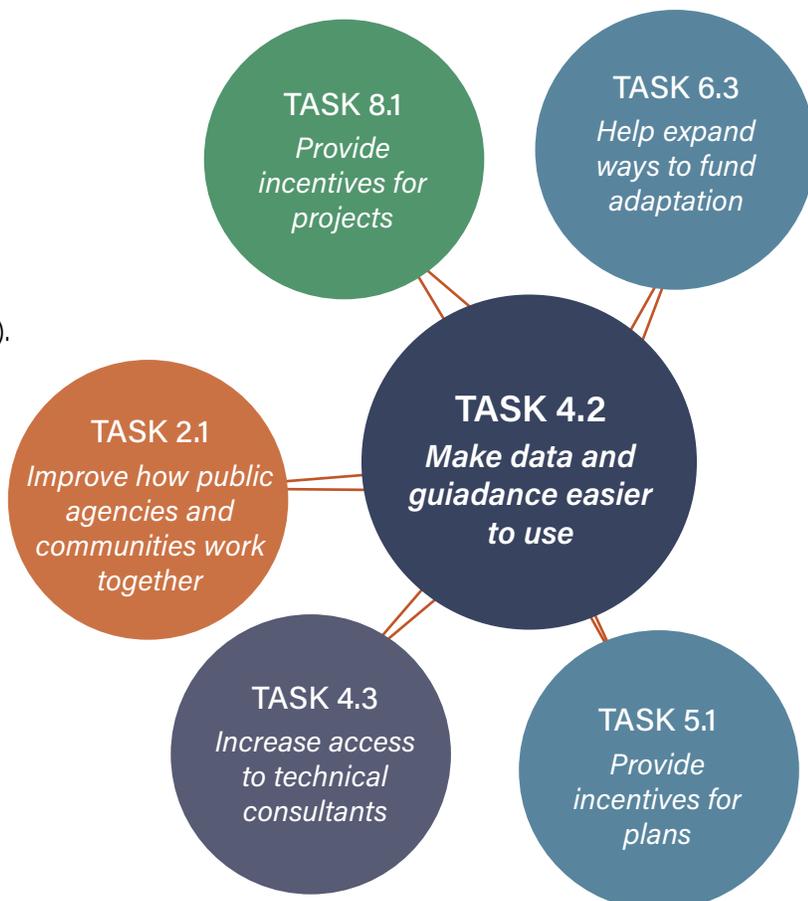
- ▶ Standardized, up-to-date scientific data, such as common flood models and sea level rise projections, as created by the Climate Science Consortium.
- ▶ Best available science white papers on specific issues, as curated or developed by the Climate Science Consortium.
- ▶ Individualized consultations via a professional help desk network.
- ▶ How-to guidance on the steps of assessing vulnerability and developing adaptation plans.
- ▶ Adaptation plan and project examples and case studies.
- ▶ Tools for evaluating adaptation options.
- ▶ Funding and financing assistance.
- ▶ Lecture series, conferences, trainings, working groups, and/or workshops.
- ▶ Access to a technical consultant bench (Task 4.3).



The Adapting to Rising Tides Bay Shoreline Flood Explorer is a tool developed by BCDC to explore current and future flooding scenarios. This information is available at explorer.adaptingtorisingtides.org.

How science and planning assistance can assist other Joint Platform actions

Figure 8 | Many different tasks outlined in the Joint Platform should connect to and coordinate with the technical assistance outlined in Task 4.2; however, they are not included in the task because they have technical assistance as their secondary function and/or have a natural home elsewhere.





Levee breach in the Montezuma wetlands restoration project.
Photo courtesy of the Montezuma wetlands project.

TASK 4.3: Increase access to technical consultants for local adaptation partners.

Establish a region-wide consultant bench that cities, counties, and others can tap for technical services. Use regional planning and project guidelines (Task 1.1) to articulate common technical needs in region-wide RFPs for consultants to serve on the bench. Also use guidelines to guide evaluation of proposals from potential consultants. Contract with consultants to be “on call” for cities and counties, as needed. Simplify and manage contracting processes for users when accessing a consultant. Vet consultant-led goods and services to ensure they align with the region’s vision and objectives.

Ideas for the Bay Area

MTC/ABAG’s Housing Technical Assistance (TA) Consultant Bench is an effort to recruit and vet multiple consultants with various skill sets to support local planning at favorable rates and facilitate access to consultant resources, achieve economies of scale, and reduce costs. This bench supports regional TA efforts and local jurisdictions can use it to connect with specialized resources on a wide range of issues and services using their SB2, LEAP, REAP, and PDA planning funds. [Learn More Here.](#)

Action 4 Benefits



EQUITY

Elevates local knowledge and needs in the development of data to inform decision-making and ensures data transparency and accessibility to communities.



ENVIRONMENT

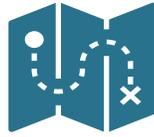
Improves guidance, data, and feedback on projects that preserve and enhance habitats and on natural and nature-based solutions to increase implementation of these projects.



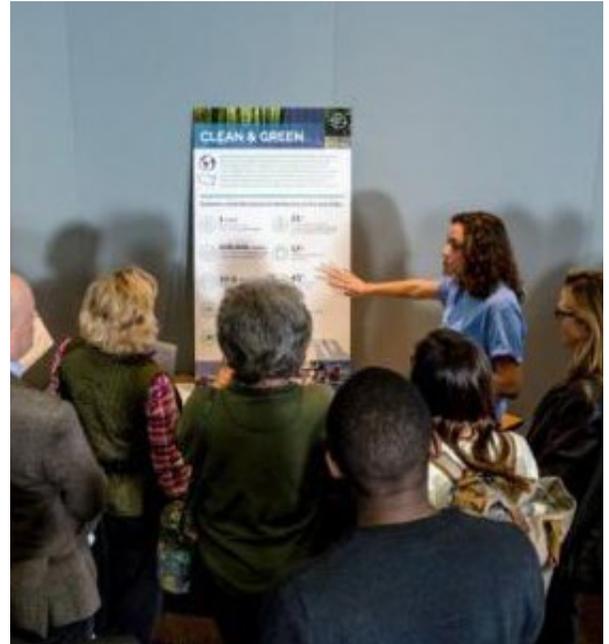
ECONOMY

Increases information and better planning and project processes to expedite shoreline protection projects.

PLANS



Now is the time to plan for carrying out the region's adaptation vision and seeking the billions of dollars needed to pay for it. As shoreline communities incorporate adaptation into local plans, we must ensure that those plans contribute to a "One Bay" solution, whose goals and objectives are shared across cities, counties and the region. Decisions in one community, municipality or new development can displace costs and impacts to others. How can we help locals make successful, coordinated plans? And how will we pay for new initiatives?



Community engagement for Plan Bay Area 2050.
Photo by Karl Nielsen.

ACTION 5

Align local and regional plans into a unified adaptation approach.

Goals:

- ▶ Local plans that are coordinated across the region, and incentivized by expanded adaptation funding.
- ▶ Improved and coordinated state planning requirements for adaptation plans and projects.

TASK 5.1: Provide incentives for robust, coordinated local adaptation plans.

Utilize collectively-developed plan guidelines and minimum requirements (Task 1.1), tied to financial incentives (Task 6.2), to develop strong local and community-driven adaptation plans that also contribute to regional goals and align with current state guidelines for adaptation plans. Incentives should include funding to develop the plans. Plans should also include planned projects that contribute to regional goals (Task 8.1).

Guidelines should be developed with the input of many stakeholders but may provide:

- ▶ Guidance on how to prioritize and include vulnerable communities in sea level rise planning, including best practices for community engagement and community-led adaptation planning processes.

- ▶ Common minimum short and long-term sea level rise climate projections for planning.
- ▶ Standard flood data sets.
- ▶ Regionally-appropriate strategies for protecting natural areas, frontline communities, public access, regional transportation links, and other critical regional assets.
- ▶ Guidance on how and where to prioritize nature-based solutions along the shoreline where feasible and appropriate.
- ▶ Land use guidance, such as how to plan for habitat migration with sea level rise.
- ▶ Guidance on how to plan for long-term implications of sea level rise beyond current planning horizons.
- ▶ Guidance on how to connect sea level rise planning to other critical topics, including public and environmental health, emergency response, and housing considerations.

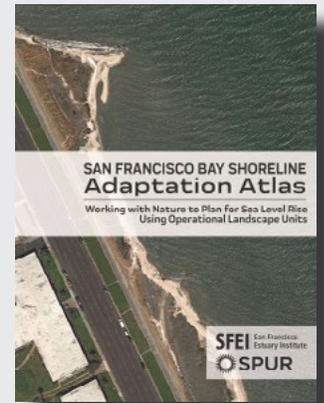
Assistance on applying the guidelines should be available through regional technical assistance programs (Task 4.2).



Wetlands and development near Highway 37. Map data ©2019 by Google Earth Pro.

TASK 5.2: Align state-mandated planning processes around adaptation.

Assess the state’s myriad planning requirements beyond adaptation (such as those for housing, emergency response, local hazard mitigation, social equity, and climate action) through the lens of adaptation planning for conflicts, redundancies, and synergies. Jointly advocate for updated legislation to coordinate these requirements. Also create opportunities and incentives at the state level for cross-jurisdictional planning to improve the siloed scope of local plans that are often limited to jurisdictional boundaries.



Ideas for the Bay Area

The San Francisco Bay Shoreline Adaptation Atlas has extensively evaluated the Bay shoreline to identify the most appropriate adaptation strategies for the unique physical characteristics shared by different “Operational Landscape Units” around the Bay. It identifies where nature-based approaches can help create a resilient shoreline with multiple benefits and where these solutions can work together across the interconnected Bay to avoid unintended impacts in neighboring locales. The Adaptation Atlas can provide a guide toward appropriate plans and projects in different locations around the Bay to ensure that the most appropriate strategies are considered in any given location. [See it Here.](#)

Action 5 Benefits



EQUITY

Rewards planning processes that value inclusive engagement and equitable outcomes.



ENVIRONMENT

Rewards planning processes that value long-term protection of Bay habitats and prioritization natural and nature-based adaptation outcomes.



ECONOMY

Rewards planning processes that value the protection of jobs, businesses, and infrastructure.



The East Bay Shoreline looking towards Emeryville and Oakland. Photo by Andre Perrin-Martinez.

ACTION 6

Figure out how to fund adaptation.

Goals:

- ▶ Clear assessment of the region's adaptation funding needs.
- ▶ Identification of local and regional funding sources and financing tools.
- ▶ Mechanism for prioritizing and distributing funds for adaptation over the next several decades.

TASK 6.1: Expand understanding of the financial costs and revenues associated with regional adaptation.

Reduce unknowns and uncertainties related to the costs of adaptation. Start by expanding on the existing MTC/ABAG Sea Level Rise Needs and Revenue Assessment, which supports Plan Bay Area 2050 and also advocates for more state and federal funding. Build on and improve the assessment's calculations of what it may cost the region to adapt to sea level rise as well as the cost of inaction. As part of this calculation, consider both actual costs of current projects and the anticipated costs of untested or new construction or restoration techniques, as well as the costs for pre-construction phases of projects such as engagement, planning, and land acquisition or post-construction costs such as monitoring and maintenance. Consider when future funds may be needed as sea levels rise and impacts accelerate. Also develop a more in-depth understanding of possible revenue from related special assessments, taxes, and fees to refine estimates of the potential funding gap.

Ideas for the Bay Area

The San Francisco Bay Restoration Authority is a regional agency created to fund shoreline projects that will protect, restore, and enhance San Francisco Bay through the allocation of funds raised by the Measure AA parcel tax. This parcel tax generates \$25 million in grants annually for wetland restoration projects throughout the region. The Restoration Authority is overseen and staffed by representatives from several Bay Area government agencies with various types of expertise and authority. The Restoration Authority could either be expanded to fund a wider variety of adaptation projects or could serve as a model for a new adaptation-focused finance authority for the Bay. [Learn More Here.](#)



SAN FRANCISCO BAY
RESTORATION AUTHORITY

TASK 6.2: Establish a framework for funding plans and projects.

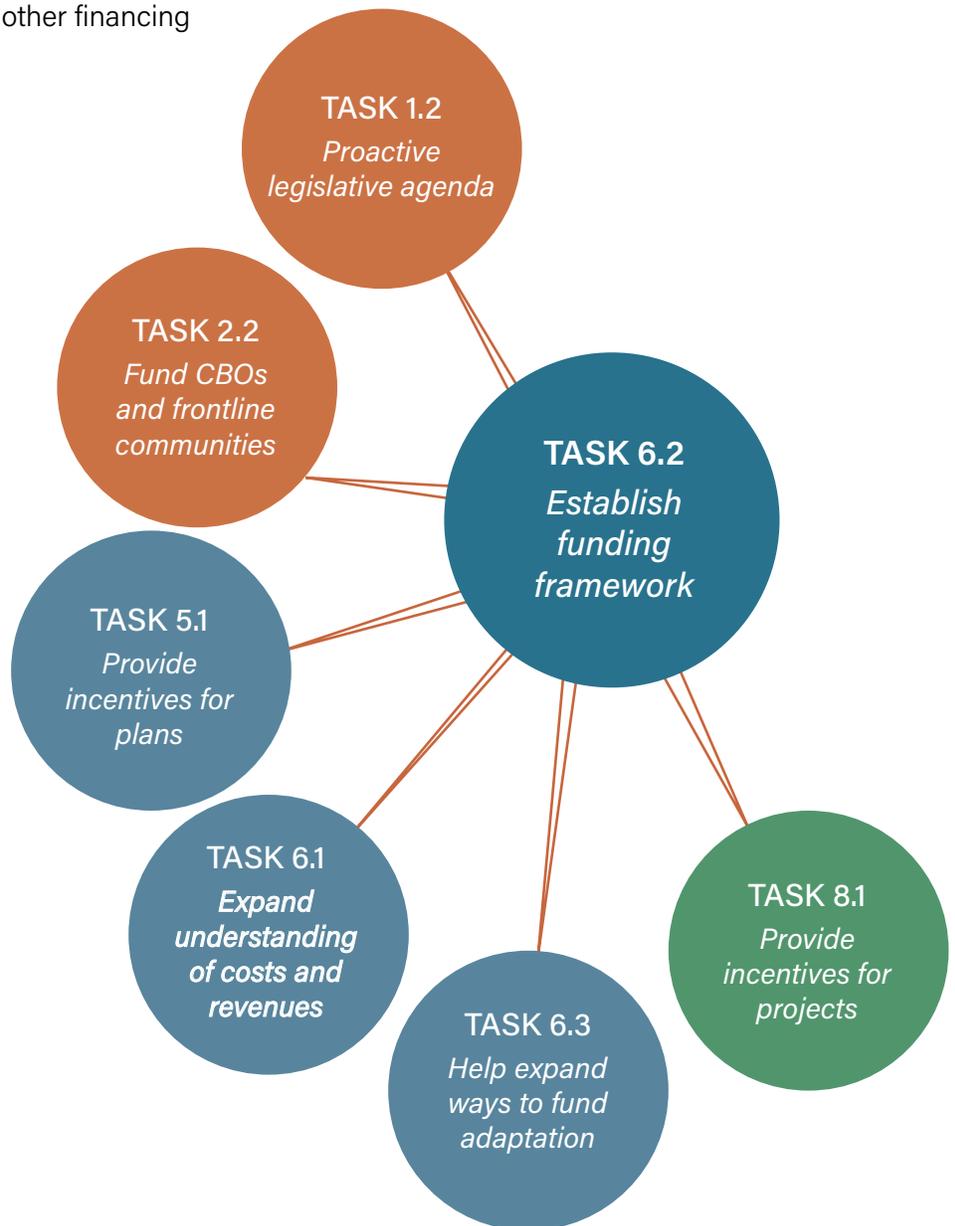
Develop and implement a framework or process to aggregate, generate, and distribute adaptation funding for communities, plans and projects. Use guidelines developed in Task 1.1 to direct funding to incentivize successful local planning (Task 5.1), and to evaluate and assign funding to proposed adaptation projects included in such plans (Task 8.1). Consider modeling the process on the MTC/ ABAG Transportation Project Performance framework, in which partners nominate local projects for evaluation based on specific criteria and then prioritize them for funding. Actively advocate for adaptation funding for the region (Task 1.2) and consider spearheading new regional taxes, fees, or other financing mechanisms to fund plans and projects.

“How can we see future things happening if we can't even fix our streets and drains?”

- East Palo Community Focus Group Participant

How the funding framework can assist other Joint Platform actions

Figure 9 | Many different tasks outlined in the Joint Platform should be considered in the funding framework outlined in Task 6.2; however, they are not included in the task because 6.2 focuses on the *creation* of the funding framework while the related tasks rely on the *outcomes* of the funding framework.





Isais Creek in San Francisco. Photo by SF Baykeeper, Robb Most, and LightHawk.

TASK 6.3: Help cities and counties expand ways to fund adaptation planning and projects.

Provide local governments with expertise and assistance to generate additional funds by identifying, evaluating, and applying local financing tools and to apply for other sources of funds for local adaptation needs (above and beyond any regional funds identified in Task 6.2). Work with cities and counties to identify their needs and match the myriad federal, state, regional, and local funding sources to local needs for planning, community engagement, project implementation and costly project resources (i.e. sediment). Help local governments understand grant requirements and shape projects to fit them. Assist with project cost-benefit analysis, grant writing, and fulfilling reporting requirements. This assistance should be provided through the regional technical assistance storefront outlined in Task 4.2.

Ideas for the Bay Area

There are several existing resources that can help serve as the foundation for the services outlined in Task 6.3:

- ▶ Finance Guide for Resilient by Design Bay Area Challenge Design Teams, *NHA Advisors, 2018*
- ▶ Paying for Climate Adaptation in California, *AECOM, 2018*
- ▶ Climate Adaptation Finance and Investment in California, *Routledge Focus, 2018*
- ▶ Adaptation Finance Challenges: Characteristic Patterns Facing California Local Governments and Ways to Overcome Them, *California Natural Resources Agency, 2018*
- ▶ *The California Grants Portal is an access portal to all grants and loans offered on a competitive or first-come basis by California state agencies. [Learn more here.](#)*
- ▶ *The Funding Wizard, hosted and maintained by the California Air Resources Board, is a searchable database of grants geared toward sustainability projects, including climate change mitigation and adaptation. [Learn more here.](#)*

Action 6 Benefits



EQUITY

Outlines a process to pay for adaptation that does not rely on a community’s wealth, advocacy skills, or grant-writing success to fund plans and projects.



ENVIRONMENT

Identifies ways to prioritize long-term protection of Bay habitats and natural and nature-based adaptation outcomes in funding decisions.



ECONOMY

Increases funding for shoreline projects and protection of key assets critical to the region’s economic health.

PROJECTS



Getting adaptation projects approved and built can be challenging. Permitting and construction should accelerate, not hold back, resilient shoreline adaptation projects that value ecosystems and people, align with the region's vision and funding priorities, and apply innovative approaches. Measures to smooth and speed regulatory approvals for multi-benefit projects are important. Other measures can help facilitate place-based collaboration around project development and remove logistical challenges to construction.

ACTION 7

Refine and accelerate regulatory approvals processes.

Goals:

- ▶ Less time and fewer resources spent on permitting adaptation projects so they can be constructed ahead of sea level rise.
- ▶ Updated laws, regulations, and policies that reflect the changing shoreline.

TASK 7.1: Accelerate permitting for equitable, multi-benefit projects.

Dedicate a multi-agency group to work collaboratively on permits for adaptation projects that reflect regional guidelines and have been identified as regional priorities (see *Ideas for the Bay Area* at right for a possible model or forum). Achieve smoother, speedier regulatory approvals that don't compromise environmental protections, transparency, or community engagement by:

- ▶ Using standard, transparent criteria and checklists (linked to Task 1.1. guidelines) to evaluate candidate projects for eligibility for accelerated permitting.
- ▶ Providing opportunities for proactive coordination and collaboration between agencies and project proponents and sharing criteria and checklists with project proponents early in their design process.
- ▶ Improving coordination across agencies and between potential project proponents and regulators before projects are even designed (such as regular engagement with the groups



Conceptual drawing of the Islais Hyper-Creek project from Resilient By Design.

Ideas for the Bay Area

The San Francisco Bay Restoration Regulatory Integration Team (BRRIT) is a multi-agency team dedicated to improving the permitting of multi-benefit habitat restoration projects and associated flood management and public access in and along San Francisco Bay. The BRRIT consists of staff from state and federal regulatory agencies who work closely with project proponents from the pre-permit application stage through permit completion. However, the BRRIT is a small team that reviews only a limited number of habitat projects and has a limited scope. The BRRIT could be expanded to cover additional green or hybrid shoreline protection projects, or a similar team could be created to handle projects that provide regional adaptation benefit but do not meet current BRRIT criteria.



(TASK 7.1 continued)

outlined in Task 8.2).

- ▶ Establishing a dispute resolution process among permitting agencies.
- ▶ Conducting CEQA and permitting concurrently.
- ▶ Enhancing the technical knowledge of permitting staff (via working groups and by tapping outside expertise).
- ▶ Increasing regulatory capacity for permit review.

TASK 7.2: Assess environmental regulations and policies that slow down progress on projects.

Review plans and laws, including BCDC’s Bay Plan, RWQCB’s Basin Plan, the California Endangered Species Act, California Environmental Quality Act, National Environmental Policy Act, Federal Clean Water Act, and Federal Endangered Species Act, to pinpoint policies that may unintentionally impede permitting or construction of adaptation projects. Starting with local and regional plans and policies, develop consensus on recommended policy changes that balance original intent with changing conditions due to sea level rise, and help facilitate multi-benefit projects. The scope of the review could include:

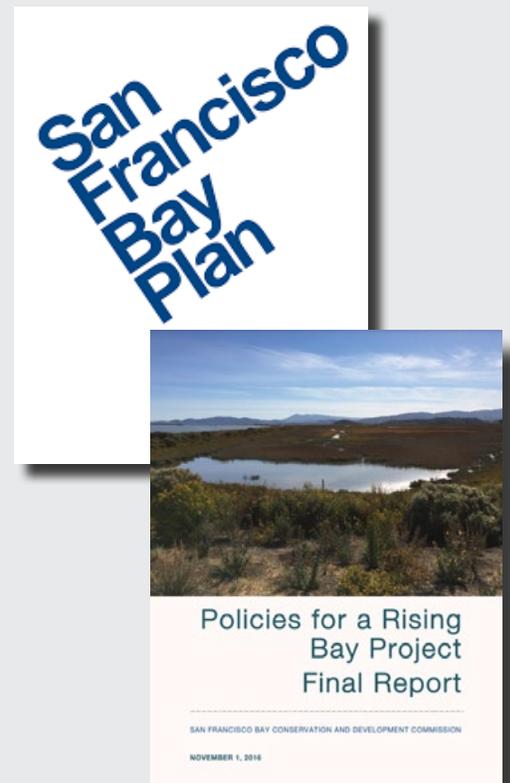
- ▶ Clarifying or creating new policies on climate change.
- ▶ Identifying conflicting regulatory mandates.
- ▶ Identification of “regulatory gaps,” such as wetland migration space that is not currently protected.
- ▶ Clarifying design standards for nature-based projects.
- ▶ Integrating data from pilot projects into planning for new projects.
- ▶ Reevaluating restrictions on Bay fill for shoreline protection.
- ▶ Reevaluating criteria for dredged material disposal to incentivize beneficial reuse over in-Bay or ocean disposal.
- ▶ Reevaluating contaminant criteria for beneficial reuse.
- ▶ Identifying more funding sources for sediment delivery to beneficial reuse sites and other adaptation projects.
- ▶ Updating land use policies to allow for habitats to migrate upland.
- ▶ Permitting that allows for temporary impacts to achieve long-term adaptation goals.
- ▶ Ensuring that construction work windows provide the expected benefit to special status species.
- ▶ Addressing the short and long-term impacts of turbidity plumes in water.
- ▶ Strengthening requirements around long-term monitoring of adaptation outcomes to inform regulatory and policy updates.

Ideas for the Bay Area

In 2016, BCDC completed Policies for a Rising Bay, which outlines the policy issues identified in the Commission’s laws and policies in light of new challenges, including sea level rise. The report identifies four policy issues where BCDC’s policies were found to be inadequate regarding risks associated with rising sea levels, including:

1. *Fill for Resilience and Adaptation - Habitat Restoration and Protection*
2. *Fill for Resilience and Adaptation - Innovative Shoreline Solutions*
3. *Environmental Justice and Social Equity*
4. *Adaptive Management*

In 2019, BCDC adopted its Fill for Habitat and Environmental Justice Bay Plan Amendments that formally amended its regulatory program to address these policy gaps.





Wetlands along the San Jose shoreline during King Tides in December 2019. Photo by SF Baykeeper, Robb Most, and LightHawk.

Action 7 Benefits



EQUITY

Rewards projects that value inclusive engagement and equitable outcomes.



ENVIRONMENT

Rewards projects that value long-term protection of Bay habitats and natural and nature-based adaptation outcomes.



ECONOMY

Rewards projects that protect jobs, businesses, and infrastructure.

ACTION 8

Fund and facilitate faster adaptation projects.

Goals:

- ▶ Accelerated and funded projects that advance the regional adaptation vision.
- ▶ More efficient construction processes for multi-benefit, equitable shoreline adaptation projects.

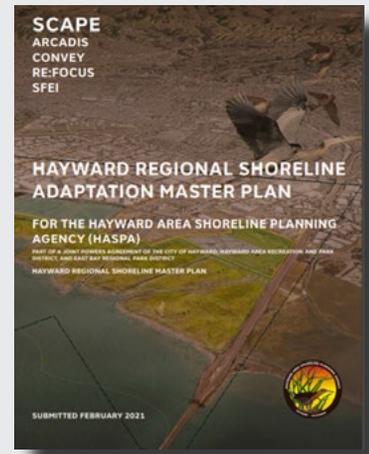
TASK 8.1: Incentivize projects that meet regional guidelines.

Jump start critical local projects that also contribute to regional goals using collectively developed plan guidelines and minimum requirements (Task 1.1), tied to financial incentives (Task 6.2) and permitting incentives (Task 7.1). Projects eligible for financial incentives should be included in successful local plans that follow compatible guidelines (Task 5.1).

Guidelines should be developed with the input of many stakeholders but may provide:

- Guidance on how to prioritize and include vulnerable communities in sea level rise projects, such as through robust and meaningful community engagement in the project planning process.
- Evaluation of the degree to which a project protects the health of the bay and local ecosystems, and considers space for habitat migration.
- Evaluation of project impacts on flooding or wave erosion in other areas of the Bay, and guidance for best practices to avoid unintended consequences in an interconnected Bay system.
- Evaluation of project impacts on natural areas, frontline communities, public access, and other consequences to neighbors or the region, such as displacement.
- Use of an equitable cost-benefit analysis that values frontline communities and other non-monetary benefits.
- Adaptive project plans that consider flooding above and beyond the design level or flooding that occurs more rapidly than planned.

Guidelines should be made easily accessible via regional technical assistance programs (Task 4.2).



Ideas for the Bay Area

The Hayward Area Shoreline Planning Agency Joint Powers Authority brings together the City of Hayward, East Bay Regional Parks District, and Hayward Area Recreation and Parks District and works with the Hayward Area Shoreline Citizens Advisory Committee to coordinate agency planning activities and adopt and carry out policies for the improvement of the Hayward Shoreline. It has recently completed and adopted a Shoreline Master Plan that outlines adaptation measures to prepare for sea level rise. [Read it Here.](#)

TASK 8.2: Encourage collaboration among people doing projects in the same places.

Establish place-based, ongoing work groups to coordinate large-scale, multi-jurisdictional plans and projects. Provide a forum for building relationships among agencies, project proponents, and communities, enhancing communication, transparency, and synergies among diverse players, and connecting communities to projects they care about.

Create local visions tied to the regional vision (Task 1.1) and share best practices for project design, governance, and delivery. Use a neutral, third-party facilitator to facilitate these groups and help ensure a balance of voices, achieve consensus on common project goals, resolve challenges and conflicts, identify and nurture project champions, and broker community benefits agreements. Consider formalizing these structures such as in the Hayward example (above) to accelerate project funding, development and construction across jurisdictional boundaries.



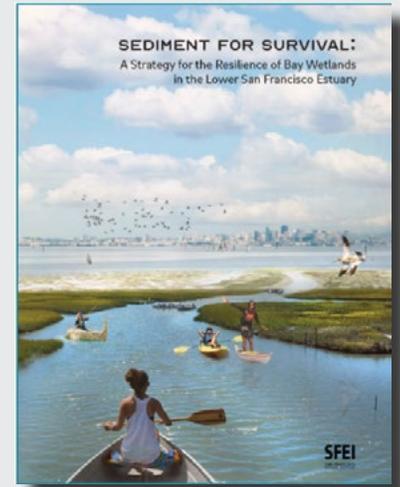
South Bay Salt Ponds restoration project. Photo by San Francisco Restoration Authority.

TASK 8.3: Facilitate faster construction of nature-based projects.

Increase the capacity of contractors to build multi-benefit or nature-based projects. Establish training programs on techniques and approaches to construct natural and nature-based shoreline projects for contractors, aligned with regional project guidelines (Task 1.1) and informed by monitoring data (Task 9.2). Coordinate the use of the limited regional supply of fill across the region and improve fill logistics (e.g. stockpiling, contaminant testing, delivery, etc). Strengthen partnerships with regulated communities. Expand RFP and State bond proposition language to make funding such complex projects more flexible.

Improve construction bidding and contracting processes by:

- ▶ Demystifying project costs.
- ▶ Contracting earlier in the design process (via construction management general contracts).
- ▶ Incentivizing contracts with local or equity-focused businesses.
- ▶ Incentivizing the reduction of construction impacts on communities.



Ideas for the Bay Area

Sediment for Survival, published by the San Francisco Estuary Institute in 2021, analyzes current data and climate projections to determine how much natural sediment may be available for tidal marshes and mudflats and how much supplemental sediment may be needed under different future scenarios, and offers a strategy for sediment delivery that will enable wetlands to survive a changing climate and provide benefits to people and nature for many decades to come. This report can form the foundation for a region-wide conversation about how to meet the region’s future sediment needs for nature-based shoreline adaptation projects. [Read it Here.](#)

Action 8 Benefits



EQUITY

Advocates for community voices in projects; supports construction practices that minimize impacts to communities and support local businesses.



ENVIRONMENT

Expands the ability of contractors to build natural and nature-based solutions.



ECONOMY

Facilitates cross-pollination early on, resulting in multi-benefit projects with shared costs; supports construction practices that support local businesses.

PROGRESS



The cycle of adaptation never stops. Science evolves and we learn lessons from existing projects, often requiring updates to our plans and policies. But how do we know if our efforts have been successful, and whether everything is working out as planned? Tracking and learning from our successes and failures will allow the region to adjust course, celebrate progress, maintain transparency, and adapt to uncertainty. Accountability for how well we achieve our collective adaptation goals goes hand-in-hand with future support for this critical work.



People visiting recreational trails near the Palo Alto Baylands. Photo by Jitze Couperus licensed under CC BY 2.0.

ACTION 9

Track and report progress to guide future actions.

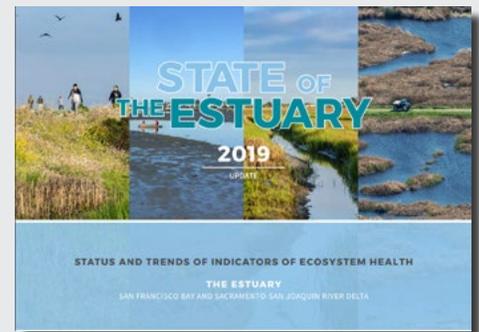
Goals:

- ▶ A process for gathering feedback and measuring progress on local and regional adaptation efforts.
- ▶ Clarity on how to adapt plans and projects to changing conditions and outcomes.
- ▶ Enhanced monitoring of nature-based projects to better understand the benefits and challenges of an ecosystems approach to adaptation.

TASK 9.1: Measure regional progress using metrics and share results.

Regularly check and report on adaptation progress based on the established and shared regional metrics identified in Task 1.1. Metrics should measure the difference between today's "baseline"—the region's current risk profile and adaptation status—and changes related to adaptation activities, or other measures of long-term sustainability. Also consider collecting qualitative reports, such as narratives and community feedback.

Resulting "report cards" should be transparent and understandable (through visually compelling online dashboards) to partners, stakeholders and the public. When appropriate, they should suggest ways to increase alignment with the regional vision, such as changes to incentives (Tasks 5.1 and 8.1), funding models (Task 6.2), technical assistance programs (Task 4.2), or the legislative agenda (Task 1.2).



Ideas for the Bay Area

The State of the Estuary report tracks indicators and trends that measure the San Francisco Estuary's ecological health. Likewise, the Delta Stewardship Council's Delta Plan Performance Measures uses several metrics to measure, progress, and track performance across the coequal goals of a reliable water supply for California and a healthy Delta ecosystem. It uses an easy-to-access, graphics-rich online interface to illustrate performance measure information and data to ensure transparency around the Delta Plan's goals and performance measures. This website and the metrics it tracks could be a model for how the Bay Area could transparently track its adaptation goals and progress.



Creosote-treated pilings at the Red Rocks warehouse site in Richmond. Photo by Marilyn Latta, State Coastal Conservancy.

TASK 9.2: Monitor and learn from pilot projects.

Monitor pilot projects to identify lessons learned and update or establish guidance based on these lessons. Expand and support existing monitoring programs, such as the Wetland Regional Monitoring Program and the San Francisco Bay National Estuarine Research Reserve, to increase the context for learning and adaptation. Use monitoring to update and refine best practices for innovative, multi-benefit projects covered in regional vision (Task 1.1), funding criteria (Task 6.2), technical assistance guidance (Task 4.2), and permitting processes (Task 7.1).



Ideas for the Bay Area

Pilot projects don't have to be limited to nature-based solutions. The San Francisco Bay Area Rapid Transit District (BART) can serve as a model for other agencies pursuing adaptation. With limited funding and resources, BART has conducted a number of pilot projects to evaluate resiliency risks and develop adaptation solutions. Pilot findings have been used to inform BART capital projects of risks. As a pilot outcome, BART requires in the BART Facilities Standards (BFS) that capital projects account for SLR risk in their designs. BART's approach to leverage existing data and partnerships to maximize pilot outcomes are examples of practices that can be shared and benefit other agencies.

Action 9 Benefits



EQUITY

Ensures accountability for equity and community-focused adaptation outcomes.



ENVIRONMENT

Ensures accountability for nature-based, ecosystem, and habitat-based adaptation outcomes; monitoring and reporting will improve the design, permitting, funding, and construction of nature-based adaptation strategies.



ECONOMY

Ensures accountability for job and housing growth adaptation co-benefits; monitoring of pilot projects will lead to more efficient and effective projects and expedited protection for critical assets.

Bay Adapt Implementation Chart

Draft as of October 2021

		GOVERNMENT												NON-GOVERNMENTAL ORGANIZATIONS												CO-LEADS IDENTIFIED					
		BCDC	RWQCB	MTC/ABAG	SFEP	SCC	BARC	Caltrans	DSC	Other State	NOAA	US-ACE	Other Federal	Local Juris.	Bay-CAN	SFEI	CHARG	Nor-Cal RN	WOEIP	Exploratorium	Greenbelt Alliance	CBOs	EJ Advo	Enviro Orgs	Business	Priv Phil	Academia	Media*	Education/Cultural Orgs		
PEOPLE	Task 1.1: Create a long-term regional vision rooted in communities, bay habitats, and the economy.	L	.	..	..	.	.	..					L	.	..	.				..	L	.	.	.		..		..	BCDC Local Jurisdiction(s) CBO(s)
	Task 1.2: Lay the foundation for a proactive regional legislative agenda.	..		..			L						..	..	..	..							..	..	..				BARC
	Task 2.1: Improve how communities and public agencies learn from each other and work together.	..	L	..	..	..	..		.		..		..	L			L	L				.	.			..			RWQCB, BayCAN, Norcal Resilience Network, WOEIP
	Task 2.2: Fund the participation and leadership of CBOs and frontline communities in adaptation planning.	..		..	..		L						..	..			L	L				.			..				BARC, Norcal Resilience Network, WOEIP
INFORMATION	Task 3.1: Tell local and regional stories about people and places adapting to climate change.	.		.	..	.	L						..	..					L		..			..			L	BARC, Exploratorium Media*	
	Task 3.2: Weave climate literacy into school programs.	.							.				..											..	.		..		TBD
	Task 4.1: Align research and monitoring with information gaps.	..	L		..			.	..		..		..	.	L	L	..				..	.	.	.	.		..		RWQCB, BayCAN, SFEI
	Task 4.2: Make scientific data, information, and guidance easier to access and use.	L	..	L	..	..		..		..		..	.	L	L	..							.	.	.		.		BCDC, MTC/ABAG, BayCAN, SFEI
	Task 4.3: Increase access to technical consultants for local adaptation partners.			L	L	..							.	..	..	..					.								MTC/ABAG, SFEP
PLANS	Task 5.1: Provide incentives for robust, coordinated adaptation plans.	..		..		..	.							..	..	.													TBD
	Task 5.2: Align state-mandated planning processes around adaptation.	.		..					.				..	..															TBD
	Task 6.1: Expand understanding of the financial costs and revenues associated with regional adaptation.	L	..	L			..						.				.									.			BCDC, MTC/ABAG
	Task 6.2: Establish a framework for funding plans and projects.	L		L	.	..	.	.			.		.									.	.	.	.				BCDC, MTC/ABAG
	Task 6.3: Help cities and counties expand ways to fund adaptation planning and projects.	.		L	.	..	.	..					.	..															MTC/ABAG
	Task 7.1: Accelerate permitting for equitable, multi-benefit projects	L	L		L	..			.		..		.				.					.	.	.	.				BCDC, RWQCB, SFEP
Task 7.2: Assess environmental regulations and policies that slow progress on projects.	L	L		L	..			.		..		.				.					.	.	.	.				BCDC, RWQCB, SFEP	
Task 8.1: Incentivize projects that meet regional guidelines.	.	.	..	..	..		..			..	..	..				.					.							TBD	
Task 8.2: Encourage collaboration among people doing projects in the same places.	..	..	..	..	L	..	.	.				..	..	..	L	.					..				.			SCC, SFEI	
Task 8.3: Facilitate faster construction of nature-based projects.	..	.		L	..		.	.			.		.		..	.					.	.	.	.				SFEP	
PROGRESS	Task 9.1: Measure regional progress using metrics and share results.	L		..	L		..					.		.		L					.	.	.	.		.			BCDC, SFEP, SFEI
	Task 9.2: Monitor and learn from pilot projects.	..	L	.	..	..		.		.	.		.				.					.	.	.		..			RWQCB

Key	L	Lead																											
	..	Participate																											
	.	Advise																											
	<i>Tasks Assigned as Lead</i>	7	5	5	5	1	3	0	0	0	0	0	1	3	4	0	2	2	1	0	1	0	0	0	0	0	1	0	
	<i>Tasks Assigned to Participate</i>	8	3	9	9	11	4	3	2	0	3	3	7	8	5	4	0	0	0	2	3	1	1	1	4	3	0	2	
	<i>Tasks Assigned to Advise</i>	5	2	2	2	2	4	4	6	2	1	3	11	1	0	8	0	0	0	0	10	10	9	8	0	5	0	0	

*May include KneeDeepTimes, KQED, and Joint Venture/SFEP Bay Area Regional Communications Team

- Acronyms**
- BCDC
Bay Conservation and Development Commission
 - RWQCB
Regional Water Quality Control Board
 - MTC/ABAG
Metropolitan Transportation Commission Association of Bay Area Governments
 - SFEP
San Francisco Estuary Partnership
 - SCC
State Coastal Conservancy
 - BARC
Bay Area Regional Collaborative
 - Caltrans
California Department of Transportation
 - DSC
Delta Stewardship Council
 - NOAA
National Oceanic and Atmospheric Association
 - USACE
US Army Corp of Engineers
 - Local Jurisdictions
City and County Government
 - BayCAN
Bay Area Climate Action Network
 - SFEI
San Francisco Estuary Institute
 - CHARG
Coastal Hazards Adaptation Resilience Group
 - Norcal RN
NorCal Resilience Network
 - WOEIP
West Oakland Environmental Indicators Project
 - CBOs
Community Based Organizations
 - EJ Advo
Environmental Justice Advocacy Organizations
 - Enviro Orgs
Environmental Organizations
 - Business
Businesses, Associations, and Civic Advocacy
 - Pri Phil
Private Philanthropy
 - Academia
Universities or research

Bay Adapt process and Leadership Advisory Group (LAG)

Bay Adapt was convened by the San Francisco Bay Conservation and Development Commission (BCDC) in partnership with a broad range of Bay Area leaders that comprise the Leadership Advisory Group (LAG). The LAG consists of leaders from public agencies, interest groups, community-based organizations, and academia and provides strategic direction, feedback, and leadership in implementing the Joint Platform actions.

The strategies in this document were developed by BCDC staff with nearly 100 stakeholders who participated in hundreds of hours of working group meetings. The strategies were also informed by one Public Forum, ten Community and Stakeholder Focus Groups, an Environmental Justice (EJ) Caucus which was convened regularly throughout the process, and many presentations to other region-wide existing groups consisting of local government staff and elected officials.

For a summary of feedback from the Public Forum, Community and Stakeholder Focus Groups, and a list of outreach presentations, visit the Bay Adapt website at www.bayadapt.org.

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Acronyms

<i>Acronym</i>	<i>Description</i>
ABAG	Association of Bay Area Governments
BARC	Bay Area Regional Collaborative
BARHII	Bay Area Health Inequities Initiative
BART	Bay Area Rapid Transit
BayCAN	Bay Area Climate Adaptation Network
BCDC	SF Bay Conservation and Development Commission
BRRIT	Bay Restoration Regulatory Integration Team
CHARG	San Francisco Bay Regional Coastal Hazards Adaptation Resiliency Group
EBRPD	East Bay Regional Parks District
MTC	Metropolitan Transportation Commission
NERR	National Estuarine Research Reserve
NOAA	National Oceanic and Atmospheric Administration
RWQCB	Regional Water Quality Control Board
SCC	State Coastal Conservancy
SFEI	San Francisco Estuary Institute
SFEP	San Francisco Estuary Partnership
SFBRA	San Francisco Bay Restoration Authority
SFPUC	San Francisco Public Utilities Commission
USACE	U.S. Army Corps of Engineers
WOIEP	West Oakland Environmental Indicators Project

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION IN SUPPORT OF BAY ADAPT: REGIONAL STRATEGY FOR A RISING BAY

Climate change is accelerating rising sea levels, increasing storm frequency and intensity, and moving groundwater toward the surface. The confluence of more intense winter storms, extreme high tides, and higher runoff, with higher sea levels, will increase the frequency and duration of shoreline flooding long before areas are permanently inundated by sea level rise alone; and

A major storm within the next decade in the Bay Area could result in temporary flooding impacts to 13,000 existing housing units and 70,000 planned housing units, 28,000 socially vulnerable residents, 104,000 existing jobs and 85,000 planned jobs, and 20,000 acres of wetlands habitat that may become permanently inundated within 40 years; and

There are multiple local, regional, state, and federal government agencies with authority over the Bay and its shoreline, and while local governments have broad authority over shoreline land use, they have limited resources to address climate change adaptation; and

Individual local actions, absent a regional context in which to make policy decisions, will lead to a “tragedy of the commons”; and

The San Francisco Bay Area is a vibrant, diverse, ecologically unique, innovative, and pioneering region that will be deeply and deleteriously affected by climate change without tremendous effort and investments to adapt to a constantly changing shoreline. The San Francisco Bay shoreline constitutes approximately one-third of the California coastline, but the Bay Area is estimated to experience two-thirds of the negative economic impacts due to the flooding that would occur absent adequate measures to adapt and protect people, places, and habitat; and

The Bay Area region’s most socioeconomically vulnerable frontline communities are at the greatest risk of exposure to climate threats, and the impacts of historic and ongoing social and economic marginalization will compound the risks posed by flooding to those communities by reducing a community’s or individual’s ability to prepare for, respond to, and/or recover from a flood event; and

The Bay ecosystem is already stressed by human activities that have drastically lowered its adaptive capacity, and climate change will further alter that ecosystem by inundating or eroding remaining wetlands, changing sediment dynamics, altering species composition, increasing the acidity of Bay waters, changing freshwater flows and/or salinity, altering the food web, and impairing water quality. Moreover, further loss of tidal wetlands will increase the risk of shoreline flooding; and

Flood damage to vital shoreline development, public infrastructure, and facilities such as neighborhoods, commercial centers, airports, seaports, regional transportation facilities, landfills, contaminated lands, and wastewater treatment facilities absent adaptation will require costly repairs and likely will result in the interruption or loss of vital services, large-scale social dislocation, and degraded environmental quality; and

The increasingly frequent and severe impacts of climate change in the Bay Area do not conform to jurisdictional boundaries or the planning and regulatory authorities of any one agency or organization; and

In 2019, BCDC, in collaboration with a Leadership Advisory Group comprised of 35 Bay Area public, private, and non-profit leaders, embarked on the development of “Bay Adapt,” a consensus-driven strategy for regional sea level rise adaptation. The Leadership Advisory Group includes representatives from numerous public agencies, including the Association of Bay Area Governments/Metropolitan Transportation Commission (MTC/ABAG), San Francisco Bay Regional Water Quality Control Board, State Coastal Conservancy, Caltrans, BARC, BART, East Bay Regional Parks, US Army Corps of Engineers, San Francisco Bay Restoration Authority, San Francisco Public Utility Commission, Marin County, and BCDC, as well as environmental justice, environmental, business, scientific, civic, organizations, local government and flood manager networks, and academia; and

In 2020 and 2021, hundreds of stakeholders participated in the creation of the “Bay Adapt Joint Platform” through nine Leadership Advisory Group meetings, two public forums, many expert Working Group meetings, ten community and stakeholder focus groups, over 50 presentations to local governments around the region, and a month-long public feedback opportunity; and

The Bay Adapt Joint Platform lays out a set of guiding principles, priority actions, and vital tasks whose implementation will enable the region, and most notably local governments, to adapt faster, better, and more equitably to a rising San Francisco Bay. If fulfilled, it will reduce flood risks for communities, businesses, infrastructure, and habitat; increase technical assistance for local governments and funding for adaptation; protect natural areas and wildlife; recognize and equitably support low-income, frontline communities; robustly integrate adaptation into community-focused local plans; and, accelerate permitting and project construction of local adaptation projects; and

The Bay Adapt Leadership Advisory Group supports the Joint Platform and many members agreed to help implement it at its October 2021 meeting, the BARC Governing Board endorsed it on September 17, 2021, and BCDC adopted the Joint Platform on October 21, 2021; and

Implementing the Joint Platform’s many and varied actions and tasks goes beyond the capacity of any single organization or jurisdiction, requires strong and diverse leadership and participation in all aspects of its implementation, and a broad coalition of stakeholders share responsibility for the success of the tasks outlined in the

Joint Platform.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Livermore supports Bay Adapt Joint Platform, a regional strategy for a rising Bay, including the guiding principles, actions, and tasks contained within; and

BE IT FURTHER RESOLVED that the City Council of the City of Livermore looks forward to championing and supporting the implementation of Bay Adapt to ensure that it serves the Bay Area as a whole in achieving resilient and equitable adaptation to sea level rise.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on January 24, 2022, by the following vote:

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

ATTEST:

APPROVED AS TO FORM:

Marie Weber
City Clerk

/s/ Jason R. Alcala

Jason R. Alcala
City Attorney



DATE: January 24, 2022

TO: Honorable Mayor and City Council

FROM: Donald Hester, Acting Administrative Services Director

SUBJECT: 7:05 P.M. - Second Public Hearing to receive an update on redistricting efforts, receive public input on the composition of City Council voting districts and communities of interest before maps are drafted, and provide initial direction to the City's demographer on the draft maps to be considered at the third public hearing

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Receive a report from staff, the City's consultant Tripepi, Smith & Associates, Inc., and Wagaman Strategies demographer on the redistricting process;
2. Conduct the second of two public hearings to receive input on the composition of voting districts before maps are drafted; and
3. Provide initial direction to the City's demographer on the composition of draft maps.

SUMMARY

Every ten years, cities with district-based elections are required to update ("redistrict") the district boundaries following the receipt of updated population data from the Federal Decennial Census to ensure the district boundaries remain substantially equal and still protect the rights of members of communities of interest to vote for candidates of their choice. Data from the 2020 census has been evaluated and the City Council must now complete the second of two public hearings before maps are drafted as part of the redistricting process. The City will host a General Municipal Election of November 8, 2022 and has until April 17, 2022 to adopt new district maps.

DISCUSSION

Background

In 2018, the Livermore City Council initiated the process to transition from an at-large to district-based election system to comply with the California Voting Rights Act of 2001. On November 26, 2018, the City Council adopted Ordinance No. 2078, amending Chapter 2.14 to Title 2 of the Livermore Municipal

Code, which transitioned the City to a district based election system and established a phased-in schedule. The November 2020 election was the first time voters participated in district-based elections.

Since that time, the State has enacted additional laws governing the redistricting process (including AB 1276 and AB 849) and the Federal Decennial Census was completed. To ensure district boundaries stay substantially equal and communities of interest are preserved, the City Council must now complete the redistricting process by April 17, 2022.

Language Requirements for Redistricting

Per Elections Code Section 21608, the City must provide language services in applicable languages, as provided by the Secretary of State. Pursuant to Elections Code Section 21608(h) applicable language requirements for city redistricting purposes include any language that is spoken by a group of residents over four years of age, for whom language can be determined, with limited English proficiency, who make up 3 percent or more of the City's total population.

On June 11, 2021 the Secretary of State provided guidance for Cities regarding these language requirements. Per the Secretary of State, the City of Livermore is not required to provide qualifying materials or live translation (interpretation) services in any additional languages. However, the City is committed to transparency and engagement and therefore Spanish interpretation services will automatically be available at all public hearings. Map materials have also been translated and social media posts are available in both English and Spanish. Any member of the public requesting accommodations under the Americans with Disabilities Act (ADA), is asked to notify the ADA Coordinator at adacoordinator@cityoflivermore.net or call (925) 960-4170 at least 3 business days in advance of the meeting.

Publication and Noticing Requirements for Public Hearings

Per Elections Code Section 21608(c) and 21608(g)(3), the City is required to "publish" the hearing date, time, and location 5 days in advance of the meeting on the internet (a website calendar satisfies this requirement). The City regularly publishes public hearing notices on the city website and in The Valley Times.

To increase public participation and good faith efforts from the City, the following notices have been published in addition to election code requirements:

- The City has and continues to post redistricting information weekly on Facebook, Twitter, and Nextdoor in English and Spanish, with milestone posts boosted to increase reach
- The City published a half-page display ad in the Independent Newspaper regarding the redistricting process and how residents can get involved
- The City posted a notice of public hearing on the dedicated redistricting website and subscribers who signed up to receive redistricting updates were notified via email
- The City has published a related press release inviting public participation for scheduled public hearings
- Hearing dates and times are posted at all Livermore libraries, the Chamber of Commerce, and in the Downtown kiosks.

Mapping Tools and Participation Kits

California's new "Fair Maps Act" has significantly changed the criteria for mapping compared to the rules when Livermore first went through the transition from at-large to by-district elections. The City's demography consultant, Wagaman Strategies, has provided the mapping tools needed to empower residents to review draft maps and to develop and submit their own map proposals. The Public Participation Kit (paper kits) are available at City Hall and the Chamber of Commerce for residents that prefer to use a paper map or don't have access to internet. The Special Meeting Workshop showing how to use the DistrictR software is also available on the redistricting website at drawlivermore.org.

Additional Community Outreach Efforts

The City of Livermore hired professional redistricting consultants Wagaman Strategies and Tripepi, Smith & Associates to assist with managing the City's redistricting process and ensure overall compliance with data analysis, map creation, website administration, public outreach and timeline and noticing requirements. To date Tripepi, Smith & Associates and City staff have completed the following:

- Weekly social media posts in English and Spanish
- Calls to engage 60+ community organizations including the school district, local churches, senior living facilities, and non-profit organizations
- Letters sent to all advisory body members encouraging their participation
- English and Spanish flyers published in Peachjar through the Livermore Valley Joint Unified School District reaching 13,000+ email recipients with 426 views.
- Map and community of interest paper kits have been made available at the Chamber of Commerce for residents to pick up
- Deployment of redistricting kiosks at all Livermore Libraries where residents can submit an electronic map or pick up a paper mapping kit
- City booths at the January 9th and 16th Livermore Downtown Sunday Farmer's Market to share information, provide map kits, and answer questions
- Webpage banner published on Las Positas College homepage directing viewers to the City's dedicated redistricting website

Next Steps

After completion of the second public hearing on January 24, 2022, City staff will continue their community outreach efforts and heavily promote the City's online mapping tool for the public to submit their communities of interest. All proposed maps and communities of interest are due to the City by January 31, 2022 at 5:00 pm. At the third public hearing, scheduled for February 14, 2022, Wagaman Strategies will present draft versions of district boundary maps for both the public and the City Council to review and provide direction. Draft maps will be produced by the demographer and published to the districting website (drawlivermore.org) at least seven days in advance of each public hearing. Following the first reading of the Ordinance at the fourth public hearing on March 14, 2022, the City Council will be asked to adopt the final map at the March 28, 2022 Regular City Council Meeting. This final map will establish new district boundaries for Council Members, which will go into effect for the November 8, 2022 General Municipal Election.

HEARING	PURPOSE	DATE
1	<ul style="list-style-type: none"> • Education • Public Input 	October 11, 2021

2	<ul style="list-style-type: none"> • Public Input • Initial Direction 	January 24, 2022
3	<ul style="list-style-type: none"> • Review Plans (Public and Draft) • Discuss Election Sequencing • Provide Additional Input 	February 14, 2022
4	<ul style="list-style-type: none"> • Review or further revise plans • Select final plan • First reading of Ordinance 	March 14, 2022
	<ul style="list-style-type: none"> • Second reading of Ordinance 	March 28, 2022

FISCAL AND ADMINISTRATIVE IMPACTS

For the 2021-22 redistricting process, funding has already been appropriately budgeted within the City Clerk's Office and includes consulting services from both community outreach and demographic firms. Legal Counsel is being provided by the Livermore City Attorney's Office. Staff estimates that the current budgeted funds will be sufficient to complete the redistricting process.

ATTACHMENTS

[1. Public Comment Received - Draft Maps](#)

Prepared by: Marie Weber
City Clerk

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Bhavna Chaudhary
City Treasurer/Finance Manager



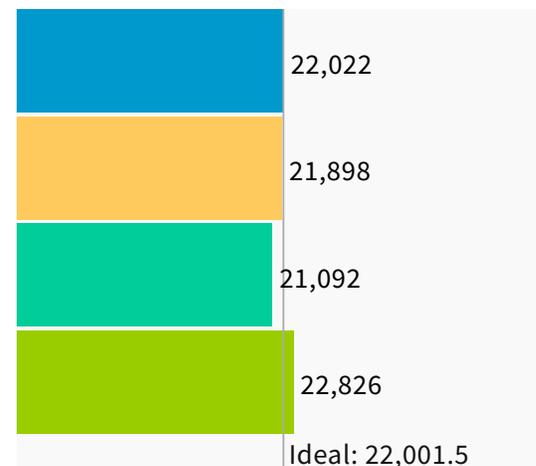
Population

Data Layers

Evaluation

Population Balance

Uses 2020 Decennial Census data on 2020 Blocks.

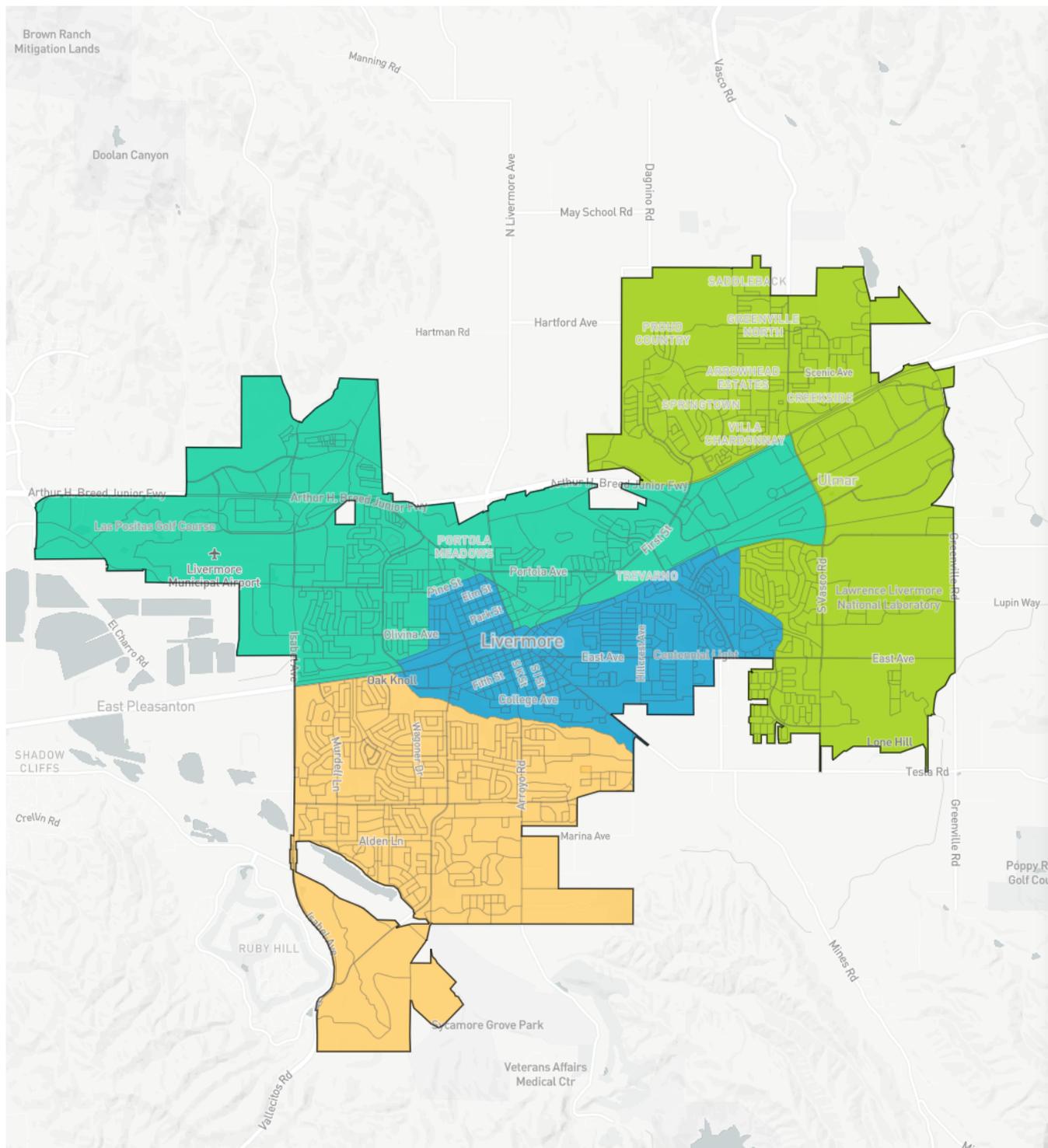


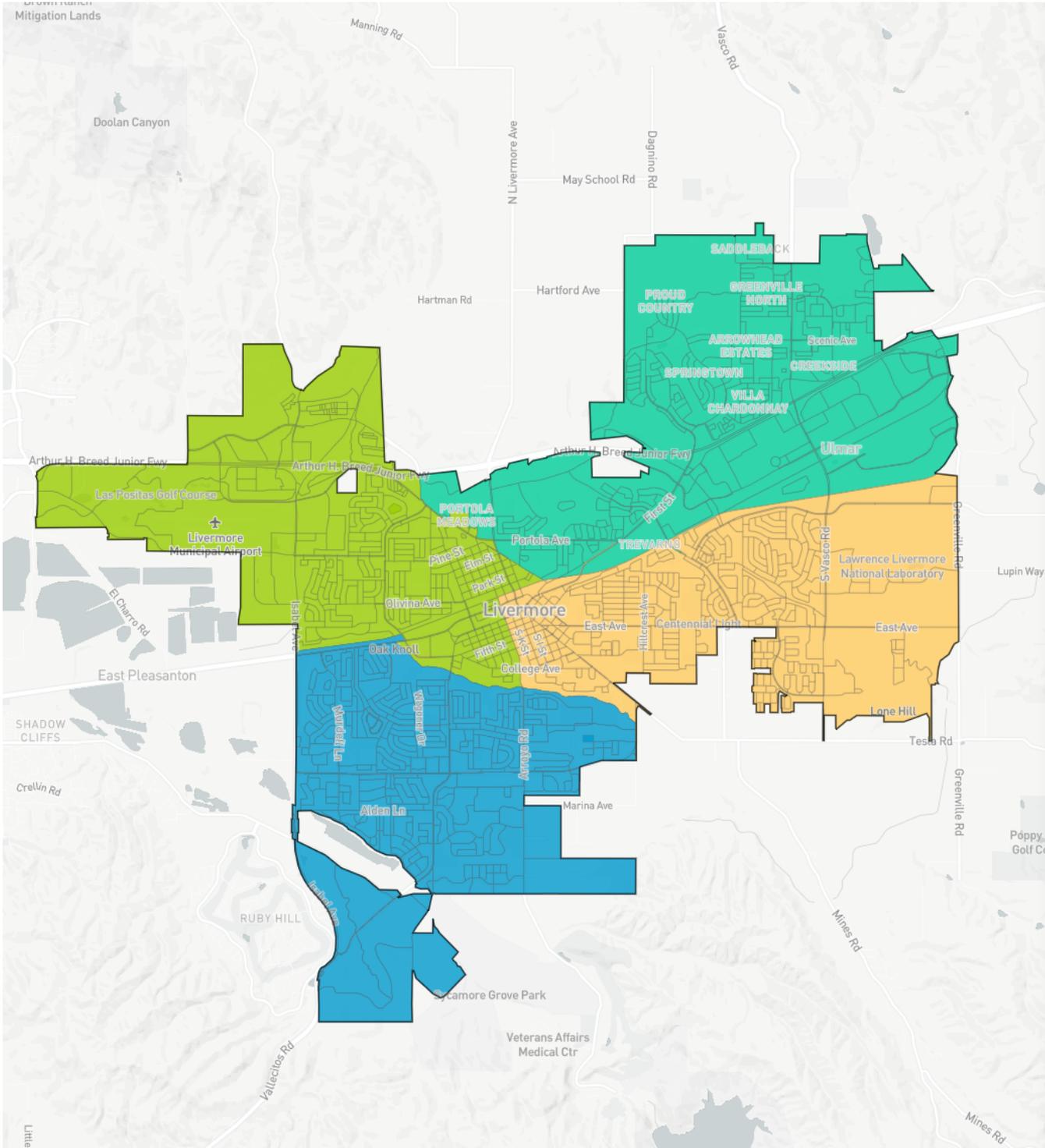
UNASSIGNED POPULATION: 168

MAX. POPULATION DEVIATION: 4.13%

66295

The Participating Citizen

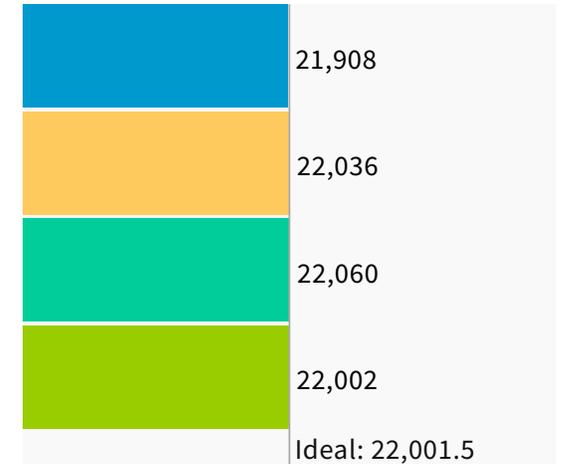




Population | Data Layers | Evaluation

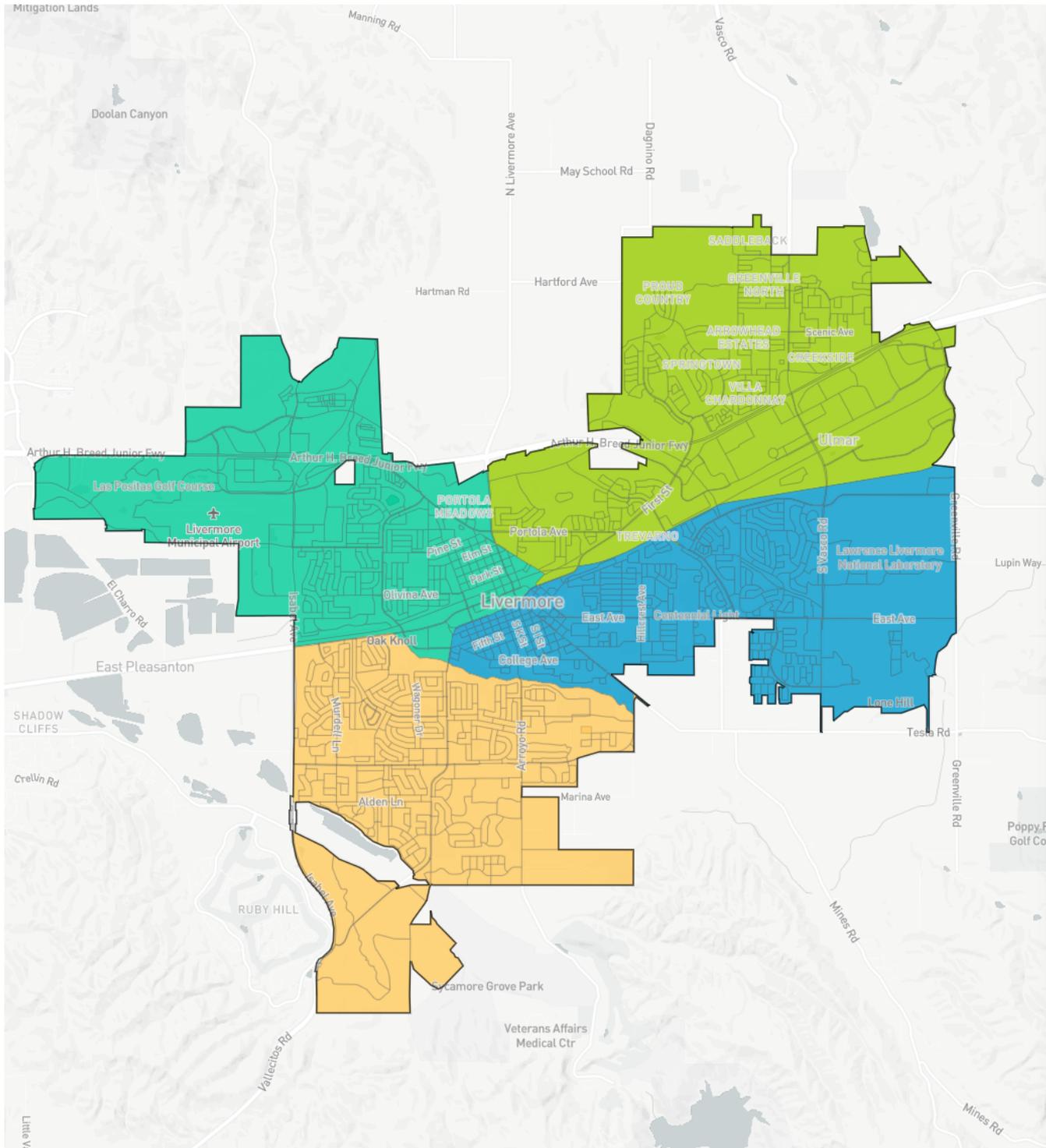
Population Balance

Uses 2020 Decennial Census data on 2020 Blocks.



UNASSIGNED POPULATION: 0
 MAX. POPULATION DEVIATION: 0.42%

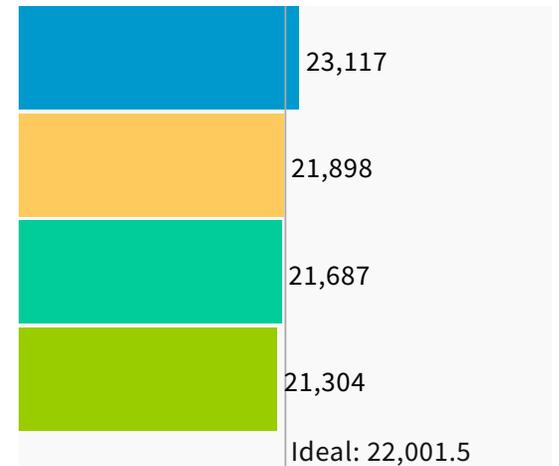
86302
 AKB



Population | Data Layers | Evaluation

Population Balance

Uses 2020 Decennial Census data on 2020 Blocks.

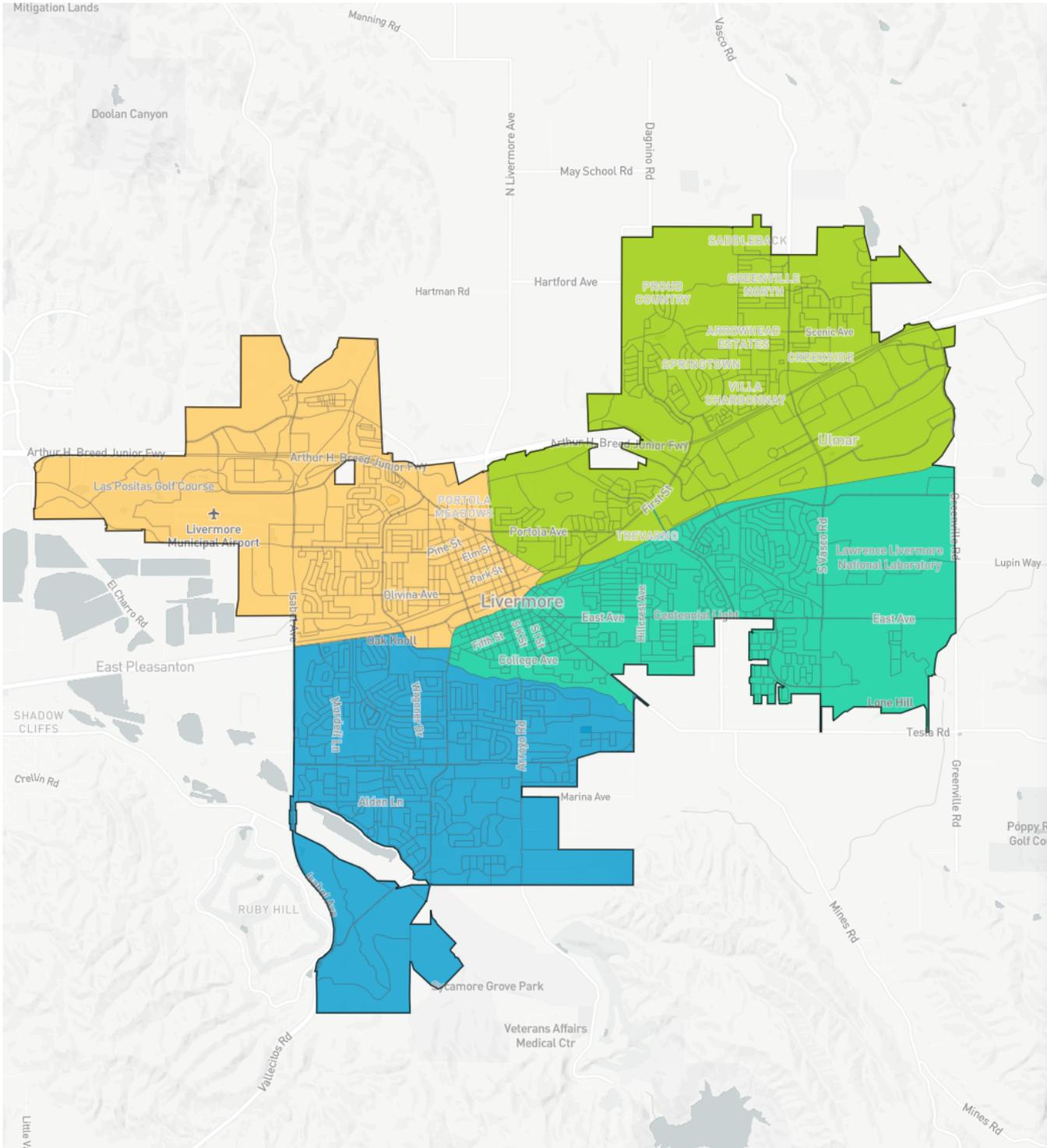


UNASSIGNED POPULATION: 0

MAX. POPULATION DEVIATION: 5.07%

87742

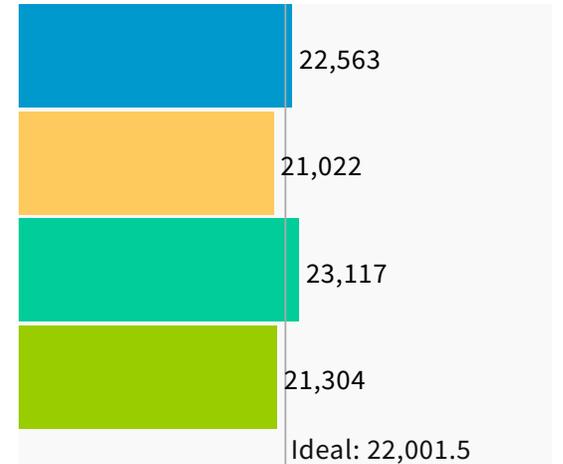
Livermore Plan



Population | Data Layers | Evaluation

Population Balance

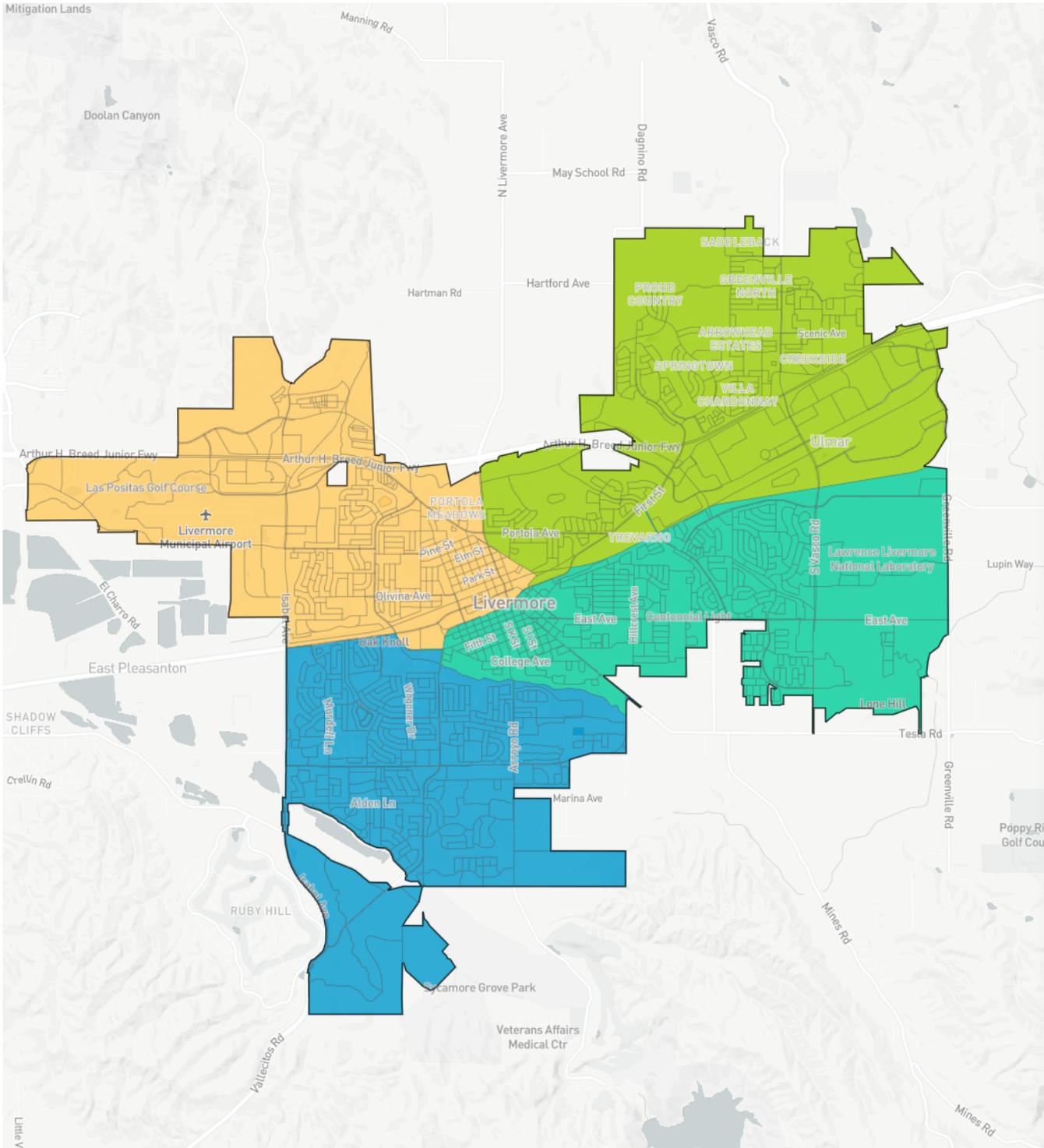
Uses 2020 Decennial Census data on 2020 Blocks.



UNASSIGNED POPULATION: 0

MAX. POPULATION DEVIATION: 5.07%

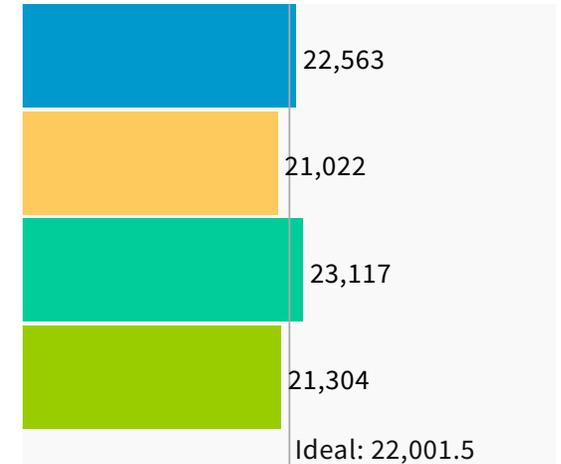
90002



Population | Data Layers | Evaluation

Population Balance

Uses 2020 Decennial Census data on 2020 Blocks.



UNASSIGNED POPULATION: 0

MAX. POPULATION DEVIATION: 5.07%

91889

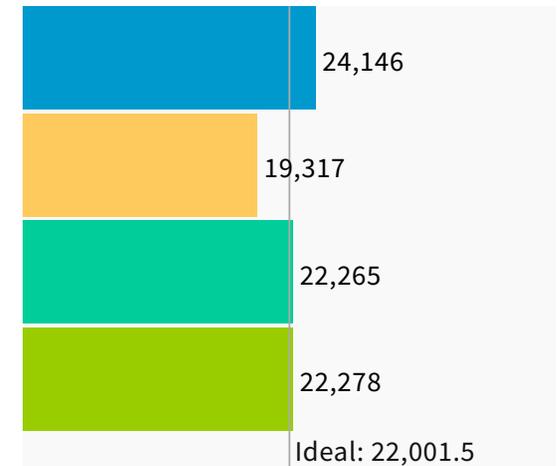
ATTACHMENT 1



Population | Data Layers | Evaluation

Population Balance

Uses 2020 Decennial Census data on 2020 Blocks.

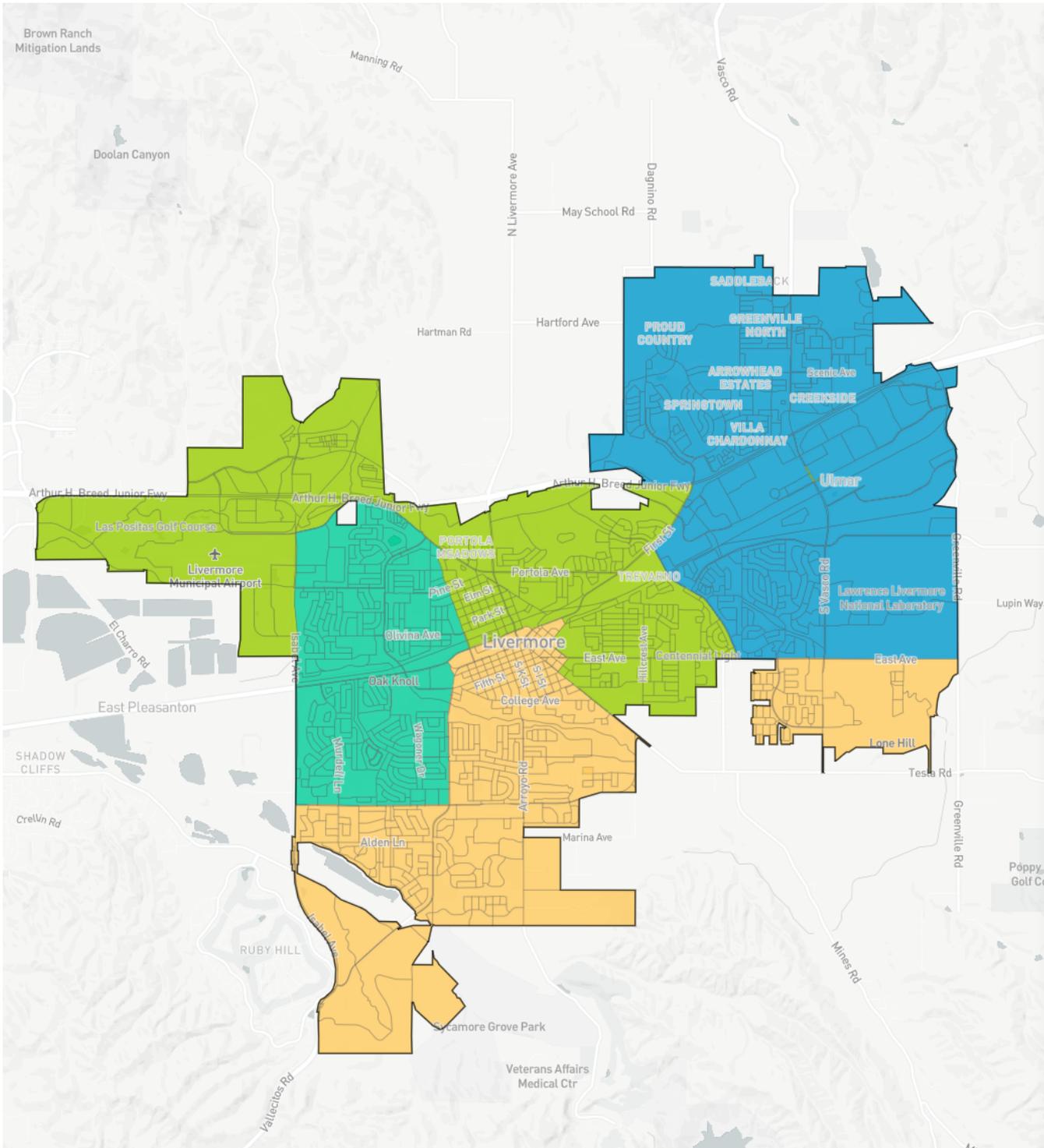


UNASSIGNED POPULATION: 0

MAX. POPULATION DEVIATION: 12.2%

98226

KPE009

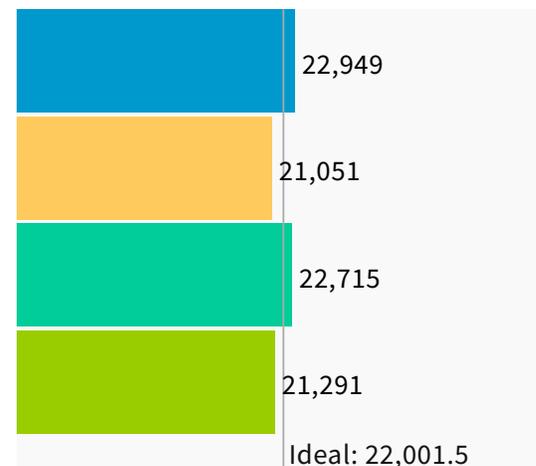




Population Data Layers Evaluation

Population Balance

Uses 2020 Decennial Census data on 2020 Blocks.

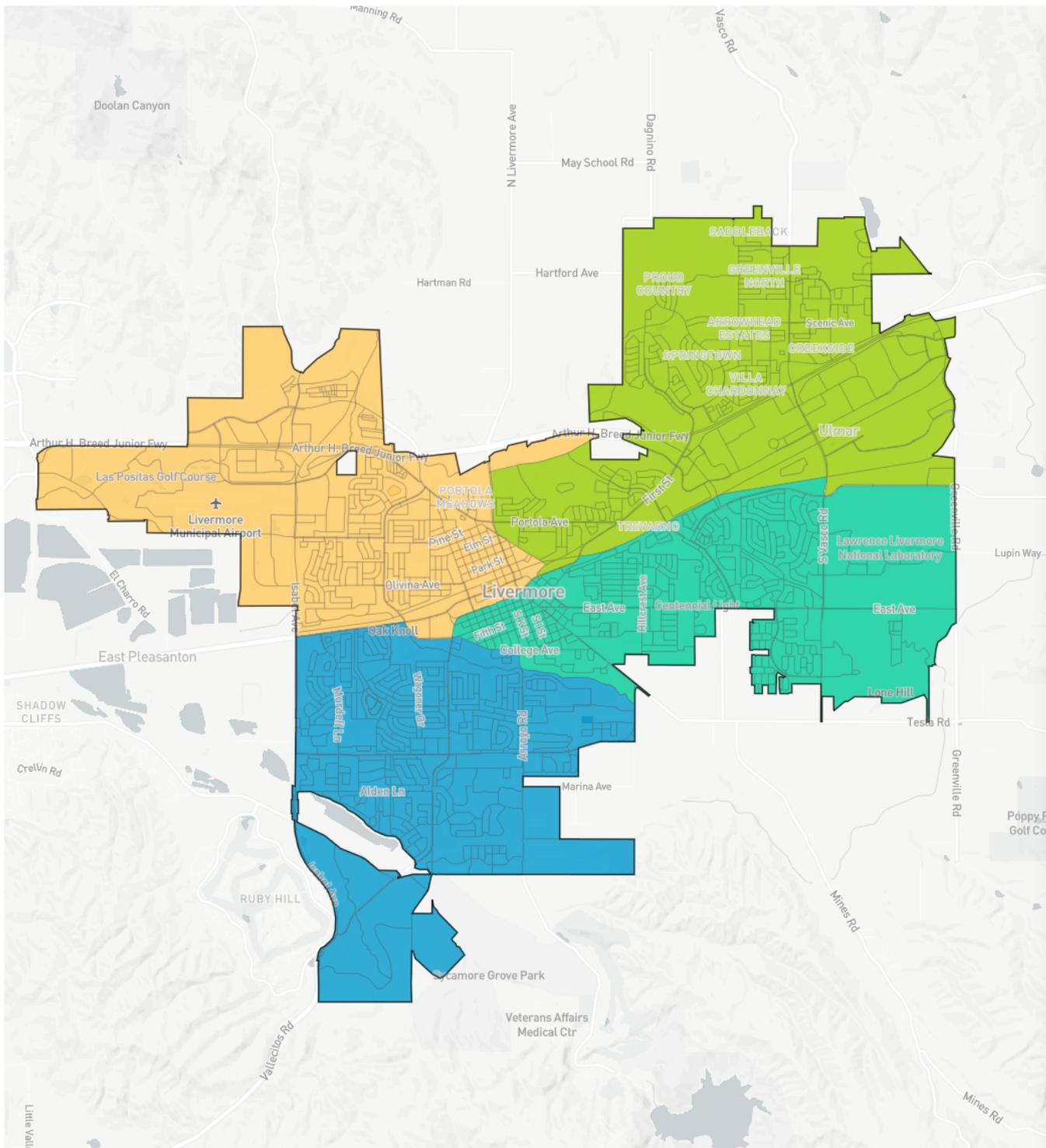


UNASSIGNED POPULATION: 0

MAX. POPULATION DEVIATION: 4.32%

99995

daKEEBLERelf



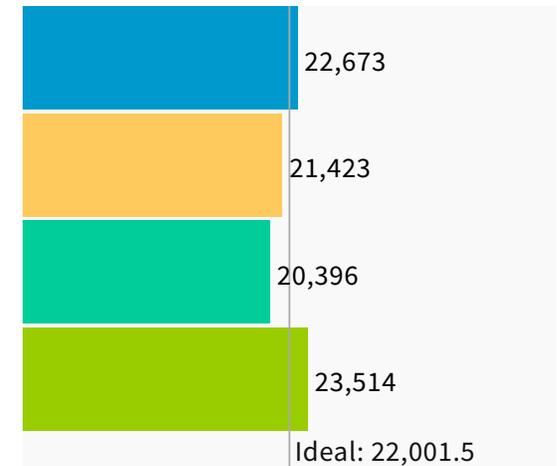
ATTACHMENT 1



Population | Data Layers | Evaluation

Population Balance

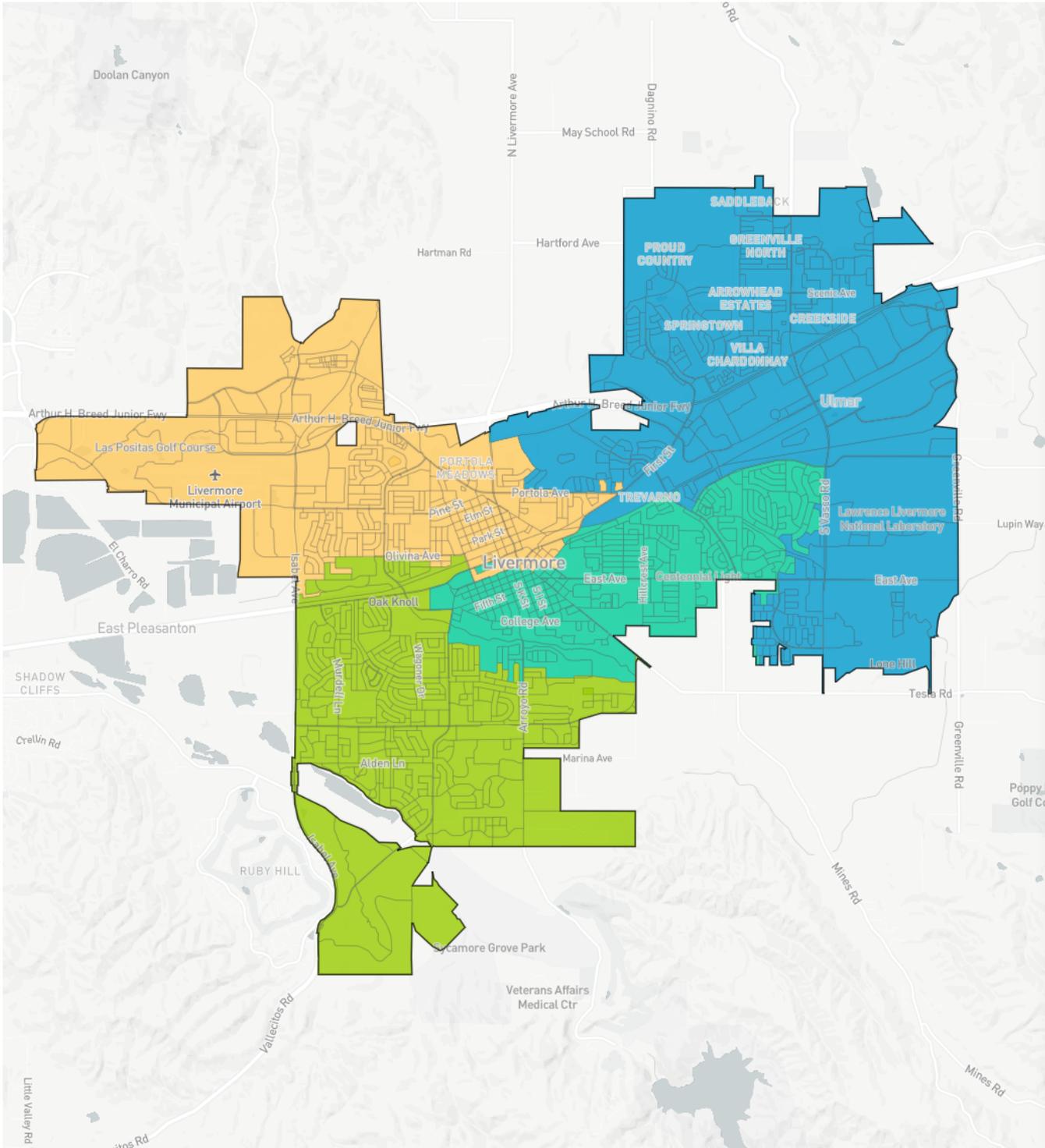
Uses 2020 Decennial Census data on 2020 Blocks.



UNASSIGNED POPULATION: 0

MAX. POPULATION DEVIATION: 7.3%

100105
CBena Equal Area
Population Split



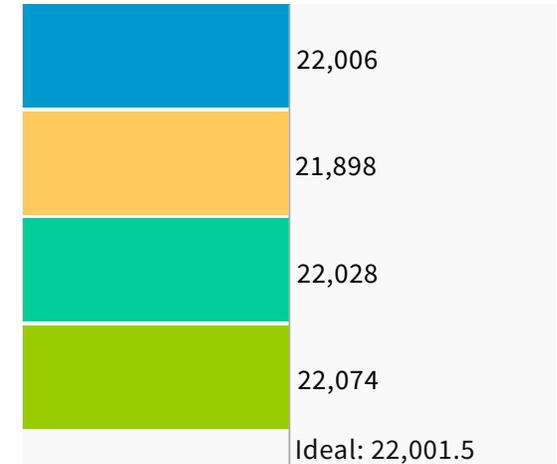
ATTACHMENT 1



Population | Data Layers | Evaluation

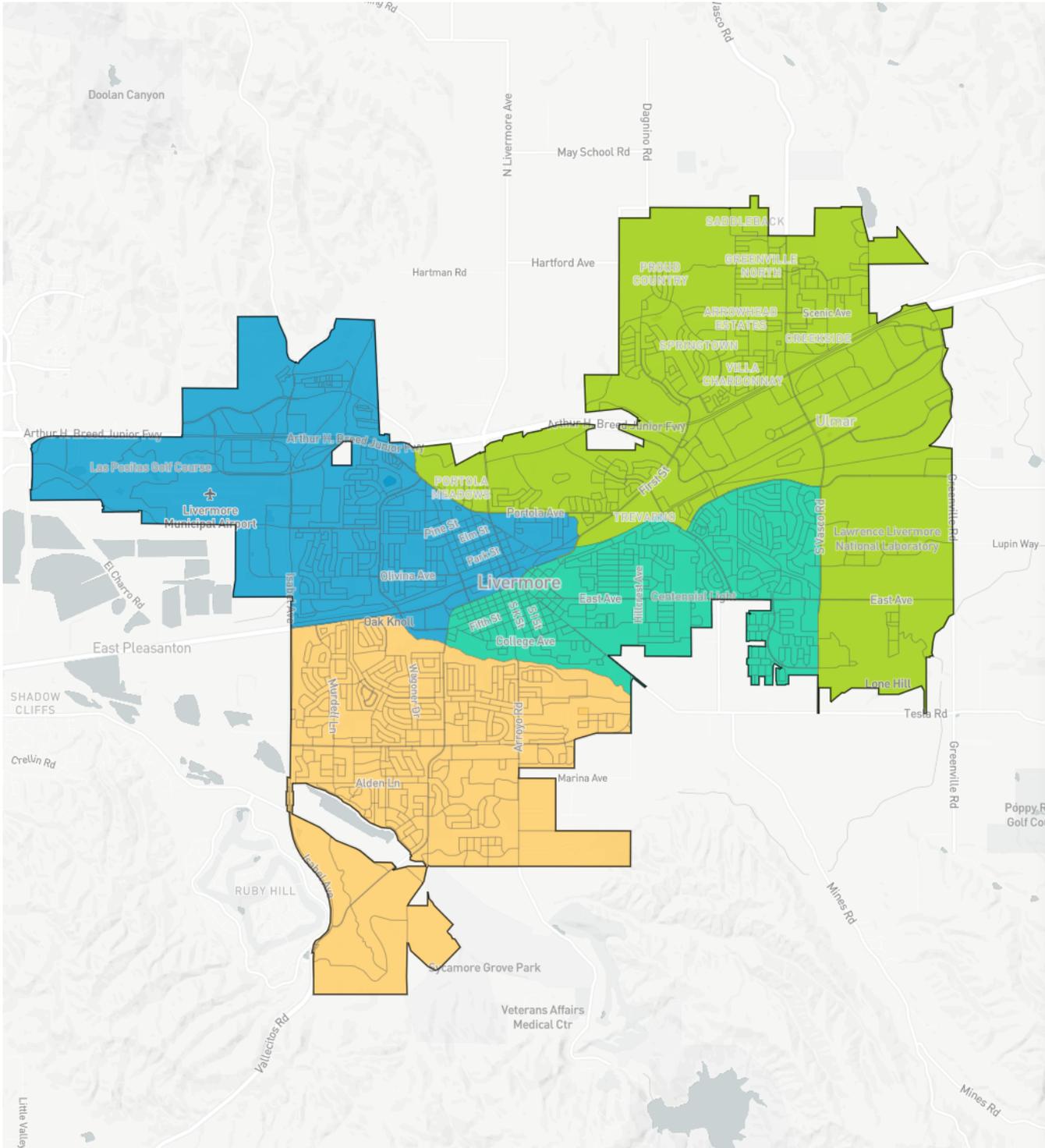
Population Balance

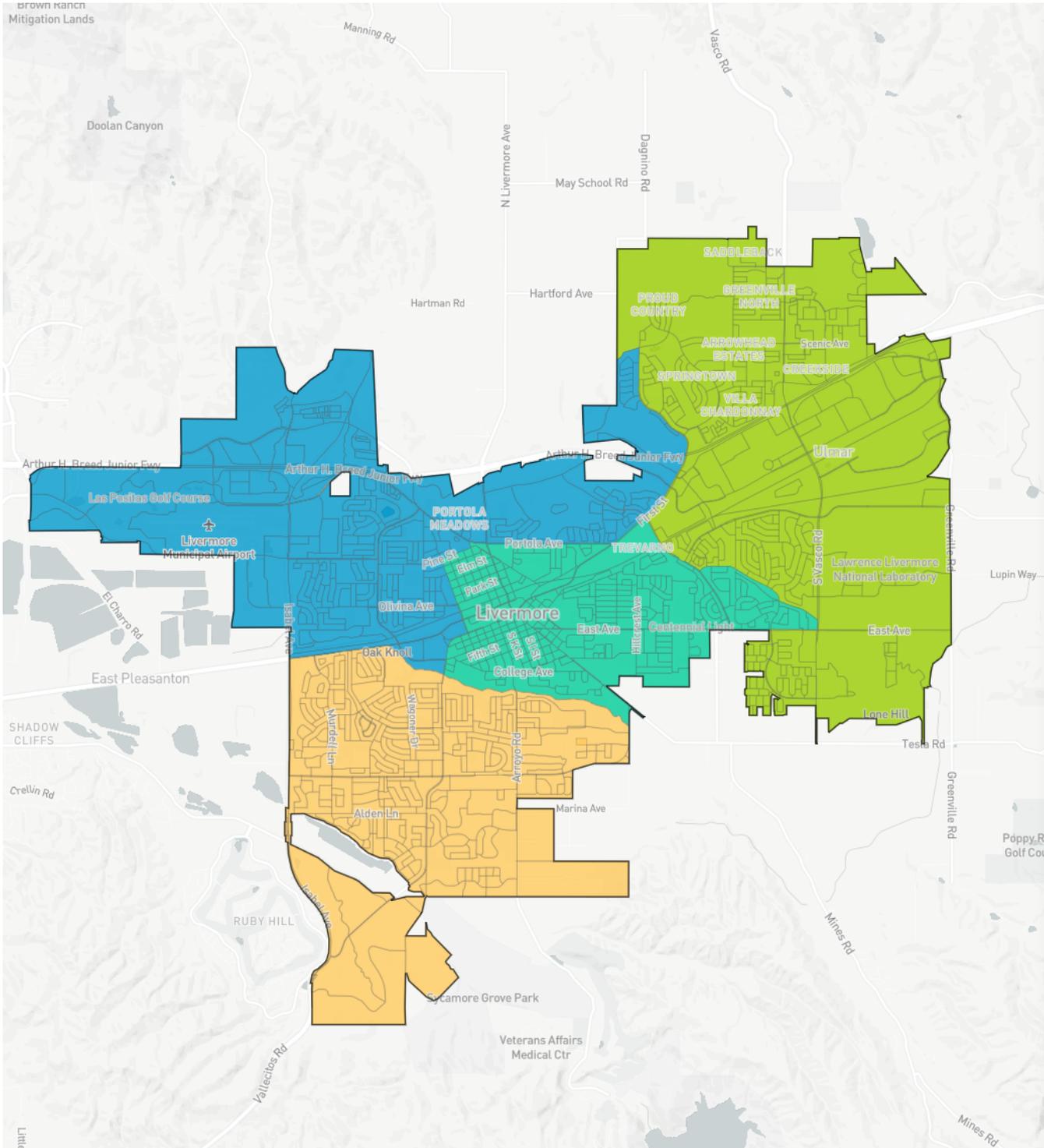
Uses 2020 Decennial Census data on 2020 Blocks.



UNASSIGNED POPULATION: 0
 MAX. POPULATION DEVIATION: 0.47%

100643
 TVP1

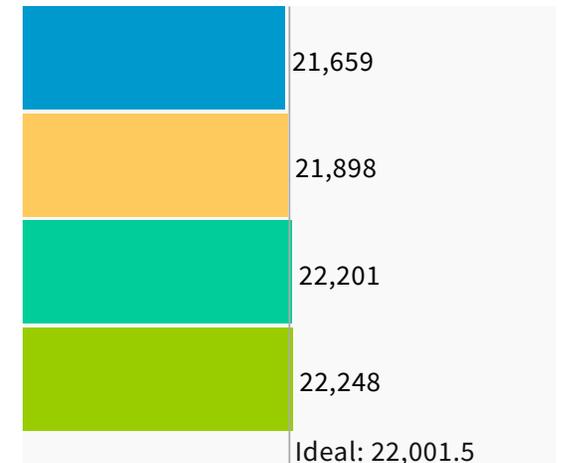




Population | Data Layers | Evaluation

Population Balance

Uses 2020 Decennial Census data on 2020 Blocks.



UNASSIGNED POPULATION: 0
 MAX. POPULATION DEVIATION: 1.56%

100710
 TVP2



CITY COUNCIL STAFF REPORT

ITEM NO. 7.1

DATE: January 24, 2022
TO: Honorable Mayor and City Council
FROM: Marc Roberts, City Manager
SUBJECT: Oral report from the Director of Emergency Services regarding the COVID-19 emergency, its impacts, and the governmental operations in response to that emergency, as well as discussion and direction regarding the City's emergency operations in response to that emergency.

RECOMMENDED ACTION

An oral report will be given at the meeting.

SUMMARY

DISCUSSION

ATTACHMENTS

Prepared by: Christine Martin
Assistant City Manager

Approved by:

Handwritten signature of Marc Roberts in black ink.

Marc Roberts
City Manager

Fiscal Review by:

Handwritten signature of Bhavna Chaudhary in blue ink.

Bhavna Chaudhary
City Treasurer/Finance Manager



DATE: January 24, 2022

TO: Honorable Mayor and City Council

FROM: Donald Hester, Acting Administrative Services Director

SUBJECT: Supplemental materials received prior to the meeting.

RECOMMENDED ACTION

SUMMARY

These materials were posted online and made available to the public at the same time that they were distributed to the City Council.

5.4	Resolution ratifying the execution of the Federal Aviation Administration American Rescue Plan Act Grant Agreement to fund the Airport Enterprise Fund due to the COVID-19 Pandemic, in the amount of \$59,000 Materials: Revised Staff Report and Revised Resolution
6.1	Second Public Hearing to receive an update on redistricting efforts, receive public input on the composition of City Council voting districts and communities of interest before maps are drafted, and provide initial direction to the City's demographer on the draft maps to be considered at the third public hearing Materials: Public Comment Received, and PowerPoint Presentations
7.1	Oral report from the Director of Emergency Services regarding the COVID-19 emergency, its impacts, and the governmental operations in response to that emergency, as well as discussion and direction regarding the City's emergency operations in response to that emergency. Material: PowerPoint Presentation
8.0	Council Committee Reports and Matters Initiated by City Manager, City Attorney, Staff, Council Members. Material: Council Members' Reports.

DISCUSSION

ATTACHMENTS

1. Supplemental Materials

Prepared by: Debbie Elam
Deputy City Clerk

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Bhavna Chaudhary
City Treasurer/Finance Manager



CITY COUNCIL STAFF REPORT

ITEM NO. 5.4

DATE: January 24, 2022
TO: Honorable Mayor and City Council
FROM: Scott Lanphier, Public Works Director
SUBJECT: Resolution **authorizing ratifying** the execution of the Federal Aviation Administration American Rescue Plan Act Grant Agreement to fund the Airport Enterprise Fund due to the COVID-19 Pandemic, in the amount of \$59,000

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution **authorizing ratifying** the Director of Emergency Services **executeion of the** Federal Aviation Administration (FAA) American Rescue Plan Act Grant (ARPA) Agreement No. 3-06-0123-034-2022, to fund the Airport Enterprise Fund due to the COVID-19 Pandemic in the amount of \$59,000.

SUMMARY

On December 20, 2021, the Livermore Airport was awarded \$59,000 through FAA funds provided to eligible airports from the American Rescue Plan Act. The Act provided \$8 billion dollars for airports to be distributed through the FAA.

DISCUSSION

Due to the current COVID-19 pandemic, the FAA was authorized to distribute funds to airports through the passage of the American Rescue Plan Act. The FAA divided up funds provided through the Act to eligible airports. Livermore Airport was awarded a one-time grant in the amount of \$59,000. This grant can be utilized on any Airport operating cost that meets current FAA requirements. This grant will assist in offsetting some of the revenue loss the Airport is sustaining due to reduction in fuel flowage and landing fees. The total amount of the Grant will be deposited in the Airport Enterprise Fund 210 in Fiscal Year 2021-22. All funds from the Grant must be spent within four years of acceptance.

FISCAL AND ADMINISTRATIVE IMPACTS

The FAA has issued a \$59,000 grant agreement to fund eligible airport operation in the Airport Enterprise

Fund 210. In addition, this grant will be subject to federal award audit (single audit) and compliance requirements over the grant period of four years. The audit fee for Fiscal Year 2021-22 is already included in the General Fund's approved budget. Audit fee for future fiscal years will be incorporated as part of the budget process. No additional appropriations are required at this time.

ATTACHMENTS

1. Resolution
2. Exhibit A - FAA ARPA Grant Agreement

Prepared by: Sean Moran
Airport Manager

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Bhavna Chaudhary
City Treasurer/Finance Manager

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ~~AUTHORIZING RATIFYING~~ THE DIRECTOR OF EMERGENCY SERVICES ~~TO EXECUTEION OF~~ A FEDERAL AVIATION ADMINISTRATION GRANT (FAA AGREEMENT NO. 3-06-0123-034-2022) IN THE AMOUNT OF \$59,000 AND AUTHORIZING THE ~~DIRECTOR OF EMERGENCY SERVICES CITY-MANAGER~~ TO TAKE NECESSARY AND APPROPRIATE ACTIONS TO CARRY OUT THE PURPOSE AND INTENT OF THIS RESOLUTION

On March 11, 2021, Congress approved the American Rescue Plan Act which included \$8 billion dollars of funding for airports. Livermore Airport was awarded a \$59,000 grant to be utilized for any aeronautical operating expenses at the Airport.

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

1. The City Council authorizes the Director of Emergency Services to ~~executeion of a~~ Federal Aviation Administration Grant Agreement No. 3-06-0123-034-2022, attached hereto as Exhibit A, in the amount of \$59,000.
2. The ~~Director of Emergency Services City-Manager~~ is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on January 24, 2022, by the following vote:

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

ATTEST:

APPROVED AS TO FORM:

 Marie Weber
 City Clerk

/s/ Tara M. Mazzanti

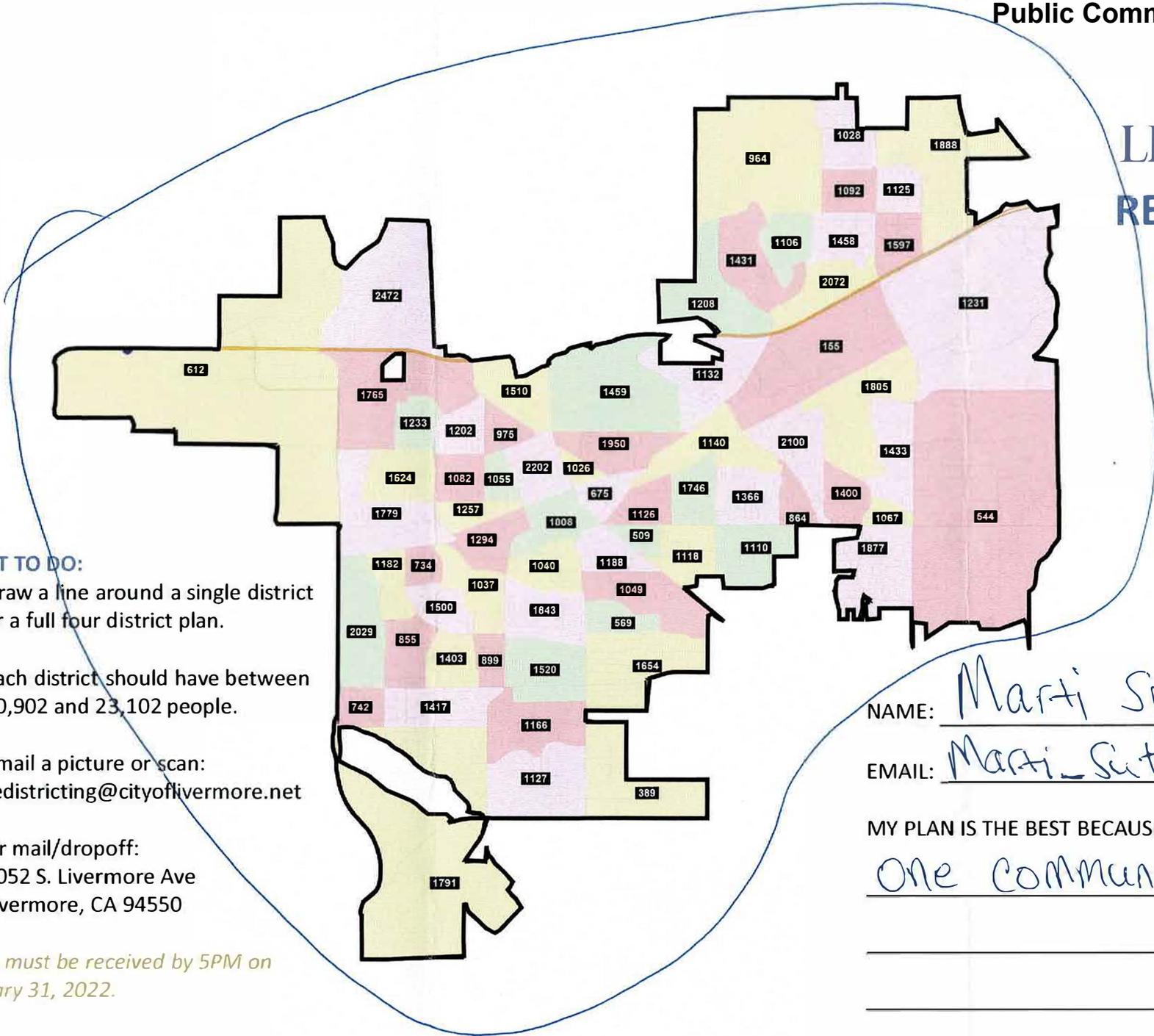
 Tara M. Mazzanti
 Assistant City Attorney

Exhibit A – FAA ARPA Grant Agreement

Item 6.1 Public Comment Received

From: [Marti Sutton](#)
To: [redistricting](#)
Subject: Redistricting Map
Date: Wednesday, January 5, 2022 11:39:18 AM
Attachments: [BRW405BD87E8035_001334.pdf](#)

LIVERMORE CALIFORNIA REDISTRICTING PROPOSAL



WHAT TO DO:

1. Draw a line around a single district or a full four district plan.
2. Each district should have between 20,902 and 23,102 people.
3. Email a picture or scan: redistricting@cityoflivermore.net
4. Or mail/dropoff:
1052 S. Livermore Ave
Livermore, CA 94550

Plans must be received by 5PM on January 31, 2022.

NAME: Marti Sutton

EMAIL: Marti_Sutton [REDACTED]

MY PLAN IS THE BEST BECAUSE: We are
one community

Item 6.1
Public Comment Received

From: [TONY GNECCO](#)
To: [redistricting](#)
Subject: My plan submission
Date: Thursday, January 20, 2022 8:41:49 PM
Attachments: [Livermore-Plan-Submission-v1a-1_TG.xlsx](#)

Attached please find my proposal for district changes in Livermore. If you have any questions, please feel free to contact me.

Thanks,
Tony Gnecco

Livermore Redistricting Proposal

Item 6.1

Worksheet

Public Comment Received

Name:	Tony Gnecco
Email:	tgnecco
My Plan is the Best Because:	Only two small changes to the current configuration brings a nice balance of population to the four districts.

District	Population^		Citizen Voting Age Population+								
	Total		Total	Latino*		Asian*		Black*		White~	
	#	% Dev	#	#	%	#	%	#	%	#	%
Total	88,006		61,954	9,026	15%	10,558	17%	1,638	3%	43,149	70%
Unassigned	0		0	0		0		0		0	
1	21,788	-1%	15,278	2,776	18%	2,388	16%	530	3%	10,219	67%
2	22,046	0%	15,241	2,544	17%	2,917	19%	482	3%	9,939	65%
3	22,315	1%	15,552	1,709	11%	3,007	19%	491	3%	10,925	70%
4	21,857	-1%	15,883	1,997	13%	2,246	14%	135	1%	12,066	76%

New District	Current District	Slice	Population^		Citizen Voting Age Population+								
			Total		Total	Latino*		Asian*		Black*		White~	
			#	% Dev	#	#	%	#	%	#	%	#	%
1	1	1	2,472		1,391	151	11%	596	43%	70	5%	623	45%
1	1	2	612		299	84	28%	88	29%	17	6%	222	74%
1	1	3	1,765		1,417	327	23%	193	14%	51	4%	863	61%
1	1	4	1,233		996	177	18%	174	17%	58	6%	646	65%
1	1	5	1,202		970	87	9%	191	20%	26	3%	724	75%
1	1	6	975		648	231	36%	89	14%	3	0%	339	52%
2	2	7	1,510		1,077	173	16%	154	14%	85	8%	666	62%
1	1	8	1,779		1,405	242	17%	221	16%	21	1%	1,047	75%
1	1	9	1,624		1,077	188	17%	137	13%	0	0%	780	72%
1	1	10	1,082		657	78	12%	77	12%	62	9%	457	70%
1	1	11	1,055		710	299	42%	31	4%	8	1%	353	50%
1	1	12	1,257		819	237	29%	53	6%	86	11%	441	54%
1	1	13	2,202		1,220	281	23%	190	16%	25	2%	872	71%
2	3	14	1,026		499	201	40%	68	14%	2	0%	129	26%
2	2	15	1,459		1,108	160	14%	95	9%	37	3%	814	73%
2	2	16	1,950		1,286	173	13%	394	31%	55	4%	766	60%
2	2	17	1,132		906	125	14%	109	12%	95	10%	576	64%
2	2	18	1,208		1,196	507	42%	164	14%	30	3%	533	45%
2	2	19	1,431		1,085	103	9%	159	15%	17	2%	828	76%
2	2	20	1,106		821	101	12%	169	21%	3	0%	596	73%
2	2	21	964		546	111	20%	62	11%	5	1%	440	81%
2	2	22	1,028		905	16	2%	68	8%	2	0%	810	90%
2	2	23	1,092		730	155	21%	69	9%	41	6%	480	66%
2	2	24	1,458		902	60	7%	392	43%	11	1%	605	67%
2	2	25	2,072		1,314	147	11%	389	30%	54	4%	870	66%
2	2	26	1,597		1,051	365	35%	196	19%	0	0%	506	48%
2	2	27	1,125		762	125	16%	124	16%	0	0%	579	76%
2	2	28	1,888		1,053	22	2%	305	29%	45	4%	741	70%
4	4	29	2,029		1,393	248	18%	238	17%	0	0%	1,012	73%
4	4	30	1,182		864	155	18%	153	18%	0	0%	597	69%
4	4	31	855		685	68	10%	67	10%	1	0%	534	78%
4	4	32	734		604	151	25%	64	11%	24	4%	406	67%
4	4	33	1,500		870	91	10%	111	13%	0	0%	724	83%
4	4	34	1,403		1,130	77	7%	102	9%	0	0%	968	86%
4	4	35	1,037		735	116	16%	43	6%	10	1%	564	77%
4	4	36	899		560	129	23%	96	17%	16	3%	355	63%
1	1	37	1,294		1,107	176	16%	117	11%	49	4%	802	72%
1	1	38	1,008		844	137	16%	98	12%	24	3%	560	66%

Livermore Redistricting Proposal

Item 6.1

Worksheet

Public Comment Received

Name:	Tony Gnecco
Email:	tgnecco
My Plan is the Best Because:	Only two small changes to the current configuration brings a nice balance of population to the four districts.

District			Population^		Citizen Voting Age Population+								
			Total		Total	Latino*		Asian*		Black*		White~	
			#	% Dev	#	#	%	#	%	#	%	#	%
1	1	39	1,040	808	34	4%	98	12%	30	4%	664	82%	
1	1	40	1,188	910	47	5%	35	4%	0	0%	826	91%	
3	1	41	1,049	962	104	11%	77	8%	3	0%	791	82%	
4	4	42	1,843	1,205	115	10%	90	7%	36	3%	986	82%	
4	4	43	569	458	33	7%	94	21%	0	0%	345	75%	
4	4	44	1,520	1,194	174	15%	100	8%	24	2%	884	74%	
4	4	45	1,654	1,422	114	8%	286	20%	4	0%	1,081	76%	
4	4	46	742	517	60	12%	226	44%	0	0%	274	53%	
4	4	47	1,417	882	121	14%	121	14%	0	0%	615	70%	
4	4	48	1,791	1,298	184	14%	262	20%	2	0%	900	69%	
4	4	49	1,166	875	55	6%	86	10%	14	2%	761	87%	
4	4	50	1,127	843	92	11%	84	10%	1	0%	738	88%	
4	4	51	389	348	14	4%	23	7%	3	1%	322	93%	
3	3	52	675	507	39	8%	123	24%	7	1%	353	70%	
3	3	53	1,126	436	84	19%	18	4%	30	7%	282	65%	
3	3	54	509	347	53	15%	23	7%	1	0%	303	87%	
3	3	55	1,118	819	153	19%	76	9%	1	0%	571	70%	
3	3	56	1,746	1,161	102	9%	241	21%	0	0%	859	74%	
3	3	57	1,366	1,039	99	10%	209	20%	25	2%	743	72%	
3	3	58	1,110	730	30	4%	65	9%	22	3%	663	91%	
3	3	59	1,140	842	84	10%	289	34%	38	5%	507	60%	
3	3	60	864	651	70	11%	151	23%	17	3%	424	65%	
3	3	61	2,100	1,509	149	10%	354	23%	28	2%	1,027	68%	
3	3	62	155	85	12	14%	34	40%	5	6%	19	22%	
3	3	63	1,805	1,369	214	16%	39	3%	26	2%	1,104	81%	
3	3	64	1,400	979	140	14%	143	15%	7	1%	729	74%	
3	3	65	1,433	1,263	75	6%	253	20%	10	1%	996	79%	
3	3	66	1,067	558	201	36%	0	0%	179	32%	179	32%	
3	3	67	1,877	1,141	63	6%	339	30%	51	4%	770	67%	
3	3	68	1,231	685	12	2%	519	76%	36	5%	229	33%	
3	3	69	544	469	25	5%	54	12%	5	1%	376	80%	

City of Livermore - Redistricting

Outreach & Engagement Efforts



January 24, 2022

Introduction

- Outreach & engagement efforts to date
 - Public Hearing #1 & Community Workshop
 - Bilingual approach
 - Multimedia outreach (highlights: digital, print, in-person)
- Outreach & engagement moving forward
 - Public Hearings #3 and #4
 - Draft maps due date January 31
 - Continued engagement publicizing each milestone in the process



Outreach & Engagement Efforts to Date

Bilingual Approach

<p>SAVE THE DATE! Join upcoming Redistricting Hearings:</p>	<p>¡RESERVA! Únase a las próximas audiencias de redistribución de distritos:</p>
<ul style="list-style-type: none"> 📍 January 24, 2022, at 7:05 p.m. 📍 February 14, 2022, at 7:05 p.m. 📍 March 14, 2022, at 7:05 p.m. 	<ul style="list-style-type: none"> 📍 24 de enero de 2022 a las 7:05 p.m. 📍 14 de febrero de 2022 a las 7:05 p.m. 📍 14 de marzo de 2022 a las 7:05 p.m.
<p>drawlivermore.org</p>	<p>drawlivermore.org</p>
<p>LIVERMORE</p>	<p>LIVERMORE</p>

Material has been bilingual and redistricting public hearings now include simultaneous Spanish interpretation.



TRIPEPI SMITH

Multimedia Outreach

- Digital
 - Website (1,055 sessions)
 - Emails (13,432 emails)
 - Social media - including boosted content (58,413 reach)
 - Press release to online media outlets (50 outlets)
 - Chamber's Buzz Newsletter
- Print
 - Flyers/Posters (13,432+ shares)
 - Newspaper Ad (26,121 circulation)
 - Press release to print media outlets (50 outlets)
 - Public Notice
- Phone
 - Phone calls to community groups (73 groups)
- In-Person
 - Farmer's Market
 - Flyers posted at kiosks downtown
 - Redistricting kiosks at Rincon, Civic Center and Springtown libraries
 - Livermore Valley Chamber of Commerce
 - City Clerk's Office



TRIPEPI SMITH

Digital Outreach Highlight: Dedicated Website

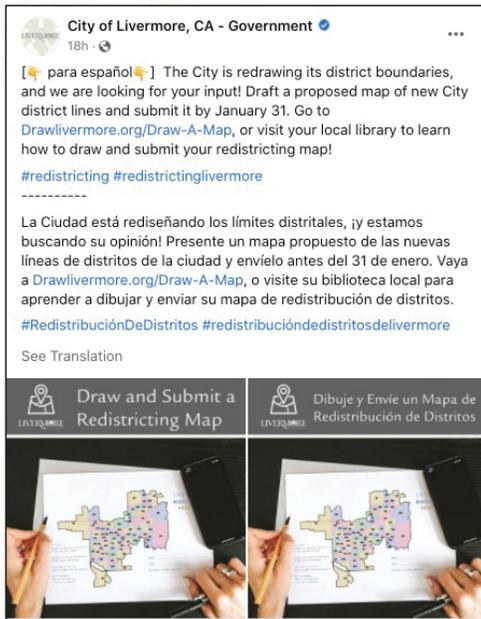
DrawLivermore.org, which launched Sept. 28, is continuously updated with information & resources.

Includes **Subscribe** option to sign up for email updates & **Contact** tab to share feedback



TRIPEPI SMITH

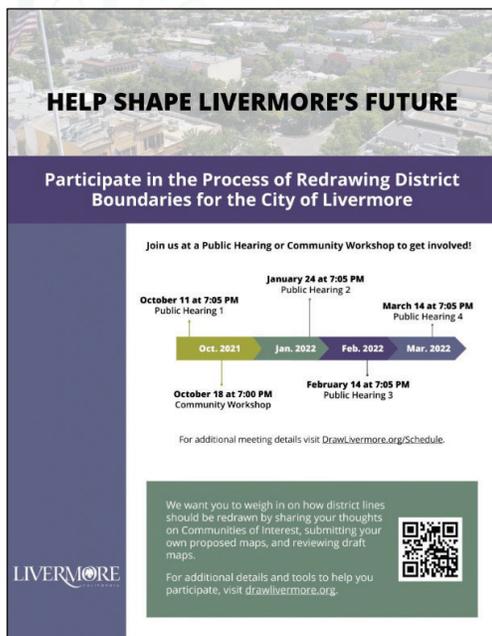
Digital Outreach Highlight: Social Media



Weekly social media content on redistricting launched October 6 (on Facebook, Twitter, Instagram and Nextdoor)



Print Outreach Highlight: Flyers/Posters



Flyers shared with schools, senior living facilities, libraries, Chamber of Commerce, and other community groups. Posters displayed at libraries, Downtown kiosks, and Chamber of Commerce.



Print Outreach Highlight: Newspaper Ad



Newspaper ad running in The Independent beginning January 13



In-Person Outreach Highlight: Farmer's Market



City hosting a booth Jan. 9 & 16

84 booth interactions on Jan. 9



In-Person Outreach Highlight: Redistricting Kiosks

REDISTRICTING RESOURCES
Available Now!

- Civic Center Library
- Rincon Library
- Springtown Library



DrawLivermore.org

In-person materials available at redistricting kiosks at the Rincon, Civic Center and Springtown libraries, as well as the Livermore Valley Chamber of Commerce and the City Clerk's Office



Outreach & Engagement Moving Forward

Outreach Moving Forward

- Public Hearings #3 and #4
 - Draft maps due date January 31
- Continued engagement publicizing each milestone in the process



Questions?



Redistricting

Livermore
Public Input and Initial Direction

January 24, 2022

WAGAMAN
STRATEGIES

1



Actions Requested

Conduct second of two public hearings to receive input on the composition of voting districts before maps are drafted

Provide initial direction to demographer on composition of draft maps

WAGAMAN
STRATEGIES

2

Timeline

PowerPoint Presentation

Hearing	Purpose	Date
1	<ul style="list-style-type: none"> • Education • Public input 	October 11
2	<ul style="list-style-type: none"> • Public input • Initial direction 	January 24
3	<ul style="list-style-type: none"> • Review plans (public & draft) • Provide additional direction 	February 14
4	<ul style="list-style-type: none"> • Review or further revise plans • Select final plan 	March 14

* Additionally, community workshop was held on October 18.

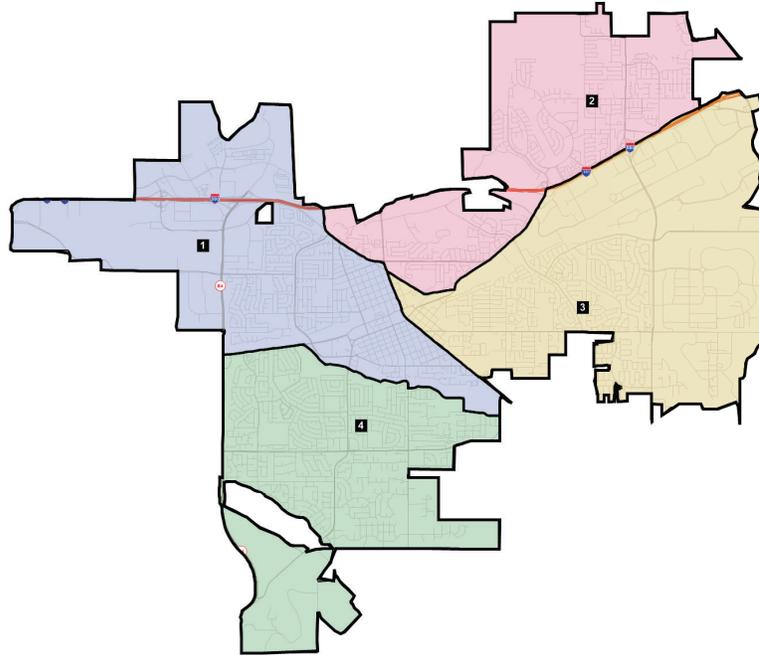
Criteria

In order of priority:

- Equal Population
- Federal Law
- Contiguous
- Neighborhoods & communities of interest
- Understandable boundaries
- Compactness

Current Lines PowerPoint Presentation

#	Population [^]	
	Total	Deviation
1	22,837	+3.8%
2	21,020	-4.5%
3	22,292	+1.3%
4	21,857	-0.7%
Total	88,006	
Ideal	22,002	



[^] 2020 Census Redistricting Data. Adjusted for incarcerated populations
 + Boundaries adjusted to conform to 2020 Census geography when necessary.

Neighborhoods & Communities

Community of Interest:

Population with common social or economic interests that should be in a single district for fair/effective representation

Examples:

Common assets like schools and shopping areas, housing, culture and language, and employment

Can consider existing data such as city planning information

No definitive dataset. **Need public testimony!**

Things to Remember

Strive for population equality. Be prepared to justify deviations

Focus on traditional criteria. Draw contiguous districts that respect communities, while using understandable boundaries, and are compact when possible

Do not use race as the predominant factor. Only as one of many factors and cannot subordinate other redistricting criteria

Resources

Webpage

- <https://drawlivermore.org/>
- Will be maintained for ten years

Email

- redistricting@cityoflivermore.net



Report from the Director of Emergency Services regarding the COVID-19 emergency

January 24, 2022

Presented by Marc Roberts, Director of Emergency Services



1

Updates Since We Last Met

- TESTING:
 - County 7-day percentage positive tests for January 21 was 18.4%
 - On January 10 it was 18.2%
- HOSPITALIZATIONS:
 - County 7-day average of hospital beds for COVID patients is 16.87%
 - On January 10 it was 9.2%.
 - As many as half of these hospitalizations may be people with COVID who are hospitalized for other reasons
- CASES:
 - Livermore 7-day average of daily new cases per 100k
 - January 14: ~188; December 28: ~63
 - County 7-day average of daily new cases per 100k
 - January 14: ~223; December 28: ~73



2

Updates Since We Last Met



January 23 Vaccine Clinic at the Sunday Farmers Market

- Administered 240 doses of Pfizer 12+
- Administered 64 doses of Pfizer Pediatric
- Alameda County Vaccine Incentive Program: 68 gift cards to youth ages 5-17 who received 1st or 2nd dose



3

Updates Since We Last Met

- Every home in the U.S. is eligible to order four free at-home COVID-19 tests through the U.S. Department of Health and Human Services and the U.S. Postal Service. Orders will usually ship in 7-12 days. [COVIDtests.gov](https://www.covidtests.gov)
- Alameda County reached a vaccination milestone with more than 80% of residents fully vaccinated against COVID-19.
- Omicron is highly transmissible – upgrade your mask.

Upgrade Your Mask
Consider Fit, Filtration and Comfort

GOOD	BETTER	BEST
 Surgical Mask	 KF94/KN95 Surgical + Cloth	 N95

FAIR **Cloth Mask**
One that fits well and has at least 3 layers.
A cloth mask is better than no mask.



4

Local Testing Sites

- NEW: Mobile Testing Bus at Robert Livermore Community Center parking lot off Loyola Way
 - Starts Jan. 28
 - 7am-7pm every Friday
 - Appointments encouraged and walk-ups accepted
- Alameda County free community testing site at Axis Community Health (5925 W. Las Positas Blvd., Pleasanton)
- Stanford Health Care – ValleyCare Community Testing (1111 E. Stanley Blvd., Livermore)
- Las Positas College Parking Lot P operated by CityHealth Urgent Care (3000 Campus Hill Dr., Livermore)



5

Local Vaccine Clinics

- Pfizer Youth Vaccination Clinic at May Nissen Community Center February 2
 - Hosted by City, LVJUSD, LARPD and Axis Community Health
- Sunday Farmers Market February 13
 - Hosted by City, County, and Haller's Pharmacy
- Standing Clinics:
 - Stanford Health Care – ValleyCare (1133 E. Stanley Blvd.)
 - Local pharmacies (CVS, Walgreens, Safeway, Rite Aid, etc.)



6

Vaccination Data

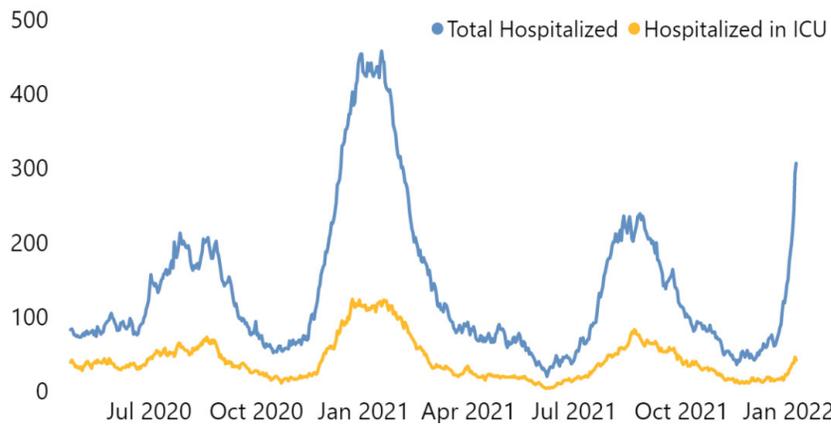
	Pop.	At Least One Dose	Fully Vaccinated	Fully Vaccinated with Booster Dose
Livermore	88,961	81.8%	75.9%	50.4%
Alameda County	1,648,969	87.4%	80.9%	54.0%

Note: sourced from the County's COVID data site <https://covid-19.acgov.org/data>



7

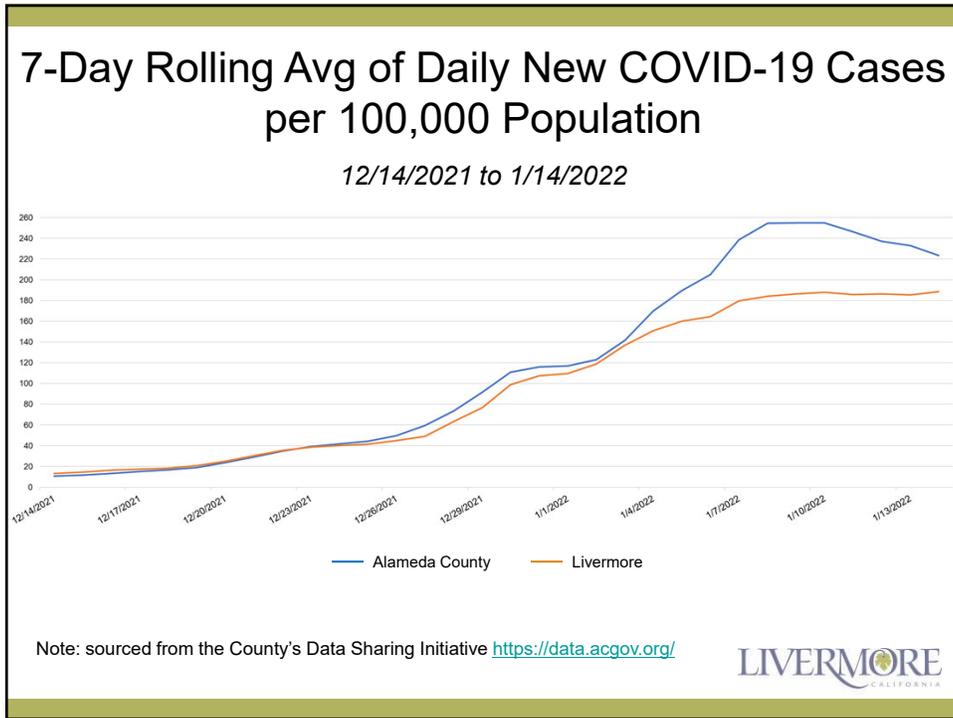
Total Daily Hospitalizations Countywide



Note: sourced from the County's COVID data site <https://covid-19.acgov.org/data>



8



9

Questions?

LIVERMORE CALIFORNIA

10

Item 8.0
Council Members' Reports

Council Member	Committee Meeting Date	Committee	Agenda Link	Meeting Type
Mayor Woerner	1/12/2022	Tri Valley San Joaquin Regional Rail Authority	https://www.valleylinkrail.com/valleylink-project	Board Meeting
Mayor Woerner	1/12/2022	Alameda County Mayors Homeless Working Group		Meeting
Mayor Woerner	1/12/2022	Alameda County Mayors Conference	https://www.alamedacountymayorsconference.org/agenda-information/	Conference Meeting
Mayor Woerner	1/13/2022	Local Agency Formation Commission	https://lafco.acgov.org/meetings.page	
Mayor Woerner	1/14/2022	Innovation Tri Valley		Board Meeting
Mayor Woerner	1/14/2022	LDI Board Meeting		
Mayor Woerner	1/19/2022	Tri Valley Mayors		Meeting - Swalwell
Mayor Woerner	1/20/2022	Tri Valley Mayors		Meeting - FTA Administrator
Mayor Woerner	1/20/2022	Tri Valley Mayors		Meeting - DeSaulnier

Item 8.0
Council Members' Reports

Council Member	Committee Meeting Date	Committee	Agenda Link	Meeting Type	Committee Report: Summary
Vice Mayor Bonanno	1/18/2022	Livermore Downtown Inc.		Board Meeting	Final interviews held on 1/20/22. Pending offer and acceptance, new Executive Director to begin in February.
Vice Mayor Bonanno	1/19/2022			Ride-along	Ride-along with Officers Martin and Graycar, LPD homeless liaisons
Vice Mayor Bonanno	1/20/222	Grand Reopening of Goodwill Retail Store		Community Event	
Vice Mayor Bonanno	1/24/2022	Livermore-Amador Valley Transit Authority	https://www.wheelsbus.com/wp-content/uploads/2021/06/PS-Packet-012422_-File-for-Website.pdf	Programs and Services Subcommittee	

**Item 8.0
Council Members' Reports**

Council Member	Committee Meeting Date	Committee	Meeting Type
Council Member Carling	1/12/2022	Altamont Landfill Community Monitor Committee	Committee Meeting
Council Member Carling	1/13/2022	StopWaste	
Council Member Carling	1/20/2022	Joint City Council / Plannin Commission Meeting	
Council Member Carling	1/21/2022	Altamont Open Space Committee	Committee Meeting

Item 8.0 Council Members' Reports

Council Member	Committee Meeting Date	Committee	Agenda Link	Meeting Type	Committee Report: Summary
Council Member Munro	1/13/2022	Cal Cities (LOCC) Policy Committee	https://www.calcities.org/home/advocacy/policy-areas-and-committees/housing-community-and-economic-development	Orientation for all policy committees	Legislative advisors gave updates on all policy areas, followed by breakout rooms to discuss committee work. The Housing, Community, and Economic Development Committee focused on housing issues.
Council Member Munro	1/14/2022	Innovation Tri-Valley Leadership Group		Leadership Group Meeting	Received report from ITV's DEI committee and gave feedback for future work. Ratified bylaws.
Council Member Munro	1/19/2022	East Bay Community Choice Energy Joint Powers Authority	https://ebce.org/meetings/board-of-directors-1-19-2022/	Board Meeting	Among other items: approved a program to support low to moderate building electrification; received report on good credit rating; approved contract for geothermal renewable energy project.

City of Livermore

Zoom Interpretation Instructions

Simultaneous English/Spanish and Spanish/English interpretation will be provided during the public hearing item 6.1 titled “7:05 P.M. - Second Public Hearing to receive an update on redistricting efforts, receive public input on the composition of City Council voting districts and communities of interest before maps are drafted, and provide initial direction to the City's demographer on the draft maps to be considered at the third public hearing“. Please select the language you want to follow the public hearing in from the interpretation menu at the bottom of your Zoom screen.

- LOCATE THE INTERPRETATION ICON – it is the globe-shaped icon on the bottom right of your screen
- SELECT either English or Spanish
- SELECT Mute Original Audio

To provide Public Comment, click the “raise hand” button on Zoom and you will be called upon to speak. If you are joining us by phone, you can raise your hand by dialing *9. Once you're called on to speak, you will be unmuted at that time so you can share your comments.

All participants, in both the English and Spanish Zoom channels, will have the opportunity to provide Public Comment. Meeting participants in the Spanish Zoom channel may ask their question in Spanish to the Spanish-speaking interpreter who will then relay the question to the English channel.

Habrá interpretación simultánea de inglés/español y español/inglés durante el punto 6.1 de la audiencia pública titulada “7:05 P.M. - Segunda audiencia pública para recibir una actualización sobre los esfuerzos de redistribución de distritos, recibir comentarios del público sobre la composición de los distritos electorales del concejo municipal y las comunidades de interés antes de que se redacten los mapas, y brindar orientación inicial al demógrafo de la Ciudad sobre los mapas preliminares que se consideran en la tercera audiencia pública.” Seleccione el idioma en el que prefiere seguir la audiencia pública en el menú de interpretación en la parte inferior de su pantalla de Zoom.

- LOCALICE EL ÍCONO DE INTERPRETACIÓN – es el icono con forma de globo terráqueo que se encuentra en la parte inferior derecha de su pantalla
- SELECCIONE English (inglés) o Spanish (español)
- SELECCIONE "mute original audio" para silenciar el audio original

Para proporcionar comentarios públicos, haga clic en el botón “levanta la mano” en Zoom y se le pedirá que hable. Si se unirá a nosotros por teléfono, puede levantar la mano marcando *9. Una vez que se le llame para hablar, encenderán tu micrófono para que pueda compartir sus comentarios.

Todos los participantes, tanto en los canales de Zoom en inglés como en español, tendrán la oportunidad de proporcionar comentarios públicos. Los participantes de la reunión en el canal de español pueden hacer su pregunta en español al intérprete, quien luego transmitirá la pregunta al canal en inglés.