

### **AGENDA**

SPECIAL MEETINGS OF THE SANTA FE SPRINGS
PUBLIC FINANCING AUTHORITY
WATER UTILITY AUTHORITY
HOUSING SUCCESSOR
SUCCESSOR AGENCY
AND CITY COUNCIL

January 24, 2023 6:00 P.M.

Annette Rodriguez, Councilmember William K. Rounds, Councilmember Joe Angel Zamora, Councilmember Jay Sarno, Mayor Pro Tem Juanita Martin, Mayor

> Council Chambers 11710 Telegraph Road Santa Fe Springs, CA 90670

You may attend the City Council meeting telephonically or electronically using the following means:

**<u>Electronically using Zoom:</u>** Go to Zoom.us and click on "Join A Meeting" or use the following link:

https://zoom.us/j/521620472?pwd=U3cyK1RuKzY1ekVGZFdKQXNZVzh4Zz09

Zoom Meeting ID: 521620472 Password: 659847

<u>Telephonically:</u> Dial: 888-475-4499 Meeting ID: 521620472

**Public Comment:** The public is encouraged to address City Council on any matter listed on the agenda or on any other matter within its jurisdiction. If you wish to address the City Council, please use the "Raise Hand" function via Zoom once the Mayor opens Public Comment during the meeting. You may also submit comments in writing by sending them to Citv Clerk's Office cityclerk@santafesprings.org. comments received by 12:00 p.m. the day of the City Council Meeting will be distributed to the City Council and made a part of the official record of the meeting. Written comments will not be read at the meeting, only the name of the person submitting the comment will be announced.

Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City meeting or other services offered by this City, please contact the City Clerk's Office. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

<u>Please Note:</u> Staff reports, and supplemental attachments, are available for inspection at the office of the City Clerk, City Hall, 11710 E. Telegraph Road during regular business hours 7:30 a.m.-5:30 p.m., Monday-Thursday and every other Friday. Telephone: (562) 868-0511.

### City of Santa Fe Springs

Special Meetings January 24, 2023

#### CALL TO ORDER

#### 2. ROLL CALL

Annette Rodriguez, Councilmember William K. Rounds, Councilmember Joe Angel Zamora, Councilmember Jay Sarno, Mayor Pro Tem Juanita Martin, Mayor

- 3. INVOCATION
- 4. PLEDGE OF ALLEGIANCE
- 5. INTRODUCTIONS
- 6. AB1234 CONFERENCE REPORT

#### **PUBLIC FINANCING AUTHORITY**

#### 7. CONSENT AGENDA

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Public Financing Authority.

- a. <u>Minutes of the December 6, 2022 Public Financing Authority Meetings (City Clerk)</u> **Recommendation:** 
  - Approve the minutes as submitted.
- b. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA) (Finance)

#### Recommendation:

Receive and file the report.

#### WATER UTILITY AUTHORITY

#### 8. CONSENT AGENDA

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Water Utility Authority.

- a. Minutes of the December 6, 2022 Water Utility Authority Meetings (City Clerk) **Recommendation:** 
  - Approve the minutes as submitted.
- b. <u>Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA) (Finance)</u>

#### Recommendation:

Receive and file the report.

Special Meetings January 24, 2023

c. <u>Status Update of Water-Related Capital Improvement Projects (Public Works)</u> **Recommendation:** 

Receive and file the report.

#### **HOUSING SUCCESSOR**

#### 9. CONSENT AGENDA

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Housing Successor.

Minutes of the December 6, 2022 Housing Successor Meetings (City Clerk)

#### Recommendation:

Approve the minutes as submitted.

#### SUCCESSOR AGENCY

#### 10. CONSENT AGENDA

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Successor Agency.

Minutes of the December 6, 2022 Successor Agency Meetings (City Clerk)

#### Recommendation:

• Approve the minutes as submitted.

#### **CITY COUNCIL**

#### 11. CONSENT AGENDA

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the City Council.

a. <u>Minutes of the December 6, 2022 Special and Regular City Council Meetings (City Clerk)</u>

#### **Recommendation:**

- Approve the minutes as submitted.
- b. A Resolution of the City Council Reaffirming the Existence of a Local Emergency Due to the Threat of COVID-19 (pursuant to Government Code section 8630) (City Attorney)

#### Recommendation:

- Adopt Resolution No. 9844:
   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19.
- c. <u>A Resolution of the City Council Affirming Authorization of Remote Teleconference</u> Meetings (City Attorney)

#### Recommendation:

Adopt Resolution No. 9845:

Special Meetings January 24, 2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AFFIRMING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY.

d. <u>Authorize the Lease of Additional Stationary Automated License Plate Reader Cameras (Police Services)</u>

#### Recommendation:

- Approve utilizing existing funds from the City's General Fund to lease 10 Automated License Plate Readers (ALPR); and
- Appropriate \$28,500 from the City's General Fund to Activity 10102215 within the Police Services Budget; and
- Authorize the Director of Police Services to enter into a one-year leasing agreement, in a final form approved by the City Attorney's office, with Flock Group Inc. for 10 Automated License Plate Readers (ALPR) in an amount not to exceed \$28,500.
- e. <u>City of Bellflower Traffic Signal Maintenance Services Approval of Contract Amendment No. 9 (Public Works)</u>

#### Recommendation:

- Approve Amendment No. 9 to the agreement with the City of Bellflower to provide Signal Maintenance Services; and
- Authorize the City Manager to execute the agreement on behalf of the City.
- f. Approval of Use Agreements for Athletic Fields and Facilities with Norwalk/Santa Fe Springs Saints Youth Football & Cheer and Metropolitan Little League for 2023-2026 (Community Services)

#### Recommendation:

- Approve the Use Agreement for Athletic Fields and Facilities with the Norwalk-Santa Fe Springs Saints Youth Football & Cheer for 2023-2026;
- Approve the Use Agreement for Athletic Fields and Facilities with Metropolitan Little League for 2023-2026; and
- Authorize the Mayor to execute and sign the Use Agreement for Athletic Fields and Facilities with the Norwalk-Santa Fe Springs Saints Youth Football & Cheer: and
- Authorize the Mayor to execute and sign the Use Agreement for Athletic Fields and Facilities with Metropolitan Little League.
- g. <u>Authorize the Director of Purchasing Services to Enter Into a Master Lease Financing Agreement with Banc of America, National Association or Designee for the Purchase of Department of Fire-Rescue Apparatus and Equipment (Finance/Fire)</u>

#### Recommendation:

 Authorize the Director of Purchasing Services to enter into a Master Lease Financing agreement with Banc of America, National Association or Designee Special Meetings January 24, 2023

with a 7-year term at an interest rate of 3.47% with annual payments that will provide for complete ownership of the apparatus/equipment at the end of the 7-year lease

- Affirm that the City of Santa Fe Springs is Bank Qualified for this transaction.
- h. <u>Regional Training Group Civilian Assistant Planning Coordinator (Part Time):</u>
  Authorization to Advertise Request for Proposals (Fire)

#### Recommendation:

 Authorize the Fire Chief to advertise a Request for Proposals to fill a 2020 State Homeland Security Program grant funded Regional Training Group Civilian Assistant Planning Coordinator (Part Time) position.

#### **NEW BUSINESS**

12. Custodial Services Agreement (Public Works)

#### Recommendation:

- Provide staff with direction on how to proceed with Custodial Services Agreement.
- 13. Authorize the Purchase of two Pierce Arrow Fire Apparatus from South Coast Equipment Inc. and Financing (Fire)

#### Recommendation:

- Authorize the purchase of two Pierce Arrow XT PUC Fire Engine from South Coast Equipment Inc., for an amount not to exceed \$2,290,114.50;
- Appropriate \$70,114.50 from the general equipment replacement fund to fully fund this change order.

#### 14. PRESENTATIONS

- a. Recognition of Miss Santa Fe Springs Court for Community Service (City Manager)
- b. Recognition of Santa Fe Springs High School Baseball Team for Community Service (City Manager)
- c. <u>Introduction of Promoted Santa Fe Springs Department of Fire-Rescue Battalion</u> Chief (Fire)
- d. <u>Introduction of Finance and Administrative Services Intern, Oscar Jimenez and Administrative Assistant II, Leslie Alvarado (Finance/HR)</u>
- e. 5<sup>th</sup> Annual Planning Month Photo Contest Winners (Planning)
- f. <u>Proclamation January 9, 2023 as "Law Enforcement Appreciation Day" (City Manager)</u>
- **PUBLIC COMMENTS** This is the time when comments may be made by members of the public on matters within the jurisdiction of the City Council, on the agenda and not on the agenda. The time limit for each speaker is three minutes unless otherwise specified by the Mayor.
- 16. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS
- 17. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

## City of Santa Fe Springs

Special Meetings January 24, 2023

#### 18. COUNCIL COMMENTS

#### 19. ADJOURNMENT

I, Janet Martinez, City Clerk for the City of Santa Fe Springs, do hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted at the following locations; City's website at <a href="https://www.santafesprings.org">www.santafesprings.org</a>; Santa Fe Springs City Hall, 11710 Telegraph Road; Santa Fe Springs City Library, 11700 Telegraph Road; and the Town Center Plaza (Kiosk), 11740 Telegraph Road, not less than 72 hours prior to the meeting.

Janet Martinez, CMC, City Clerk

1/19/23

Date Posted

# FOR ITEM NO. 7A PLEASE SEE ITEM NO. 10A

### City of Santa Fe Springs

Public Financing Authority Meeting

ITEM NO. 7B

January 24, 2023

#### **CONSENT AGENDA**

Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA)

#### RECOMMENDATION

Receive and file the report.

#### **BACKGROUND**

The Santa Fe Springs Public Financing Authority (PFA) is a City entity that has periodically issued debt for the benefit of the Santa Fe Springs community. The following is a brief status report on the debt instruments currently outstanding that were issued through the PFA.

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds Financing proceeds available for appropriation at 12/31/2022 Outstanding principal at 12/31/2022

None \$37,857,128

#### **Bond Repayment**

The former Community Development Commission (CDC) issued a number of tax allocation bonds before it was dissolved by State law effective February 1, 2012 which are administered by the City acting as Successor Agency under the oversight of the appointed Oversight Board. The Successor Agency no longer receives tax increment. Instead, distributions from the Redevelopment Property Tax Trust Fund (RPTTF) are received based on approved obligations. It is anticipated that sufficient allocations from the RPTTF will continue to be made to the Successor Agency to meet ongoing debt service obligations.

#### **Unspent Bond Proceeds**

Under an approved Bond Expenditure Agreement, unspent bond proceeds of the former CDC in the amount of approximately \$19 million were transferred to the City in July 2014. The funds are to be spent in accordance with the original bond documents. The unspent proceeds continue to be a source of funding within the City's capital improvement program (CIP).

#### 2016 Bond Refunding

In July 2016, the Successor Agency issued its 2016 Tax Allocation Refunding Bonds, which paid off several bond issuances of the former CDC. The bonds were originally issued through the Public Financing Authority and included the 2001 Series A, 2002 Series A, 2003 Series A, the current interest portion of the 2006 Series A, and 2006 Series B bond issuances.

Report Submitted By: Travis Hickey Finance & Administrative Services

Date of Report: January 19, 2023

#### 2017 Bond Refunding

In December 2017, the Successor Agency issued its 2017 Tax Allocation Refunding Bonds, which paid off the 2007 Tax Allocation Bonds of the former CDC. The 2007 Bonds were originally issued through the Public Financing Authority.

Travis Hickey

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Acting City Manager/Executive Director

# FOR ITEM NO. 8A PLEASE SEE ITEM NO. 11A

### City of Santa Fe Springs

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Water Utility Authority Meeting

January 24, 2023

#### **CONSENT AGENDA**

Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA)

#### RECOMMENDATION

Receive and file the report.

#### **BACKGROUND**

The Santa Fe Springs Water Utility Authority (WUA) is a City entity that has issued debt for the benefit of the Santa Fe Springs community. The following is a brief status report on the debt instruments currently outstanding that were issued through the WUA.

#### Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 12/31/2022 None Outstanding principal at 12/31/2022 \$6,890,000

#### Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 12/31/2022 None Outstanding principal at 12/31/2022 \$820,000

In May 2013 the Water Utility Authority issued the 2013 Water Revenue Bonds in the amount of \$6,890,000. The bonds refunded the existing 2003 Water Revenue Bonds (issued through the Public Financing Authority) and provided additional funds for water improvement projects in the amount of \$2,134,339. The funds were restricted for use on water system improvements. In August 2013 the Water Utility Authority Board appropriated the proceeds for the Equipping Water Well No. 12 Project and all proceeds were since used on this project.

In January 2018 the Water Utility Authority issued the 2018 Water Revenue Bonds in the amount of \$1,800,000. The bonds refunded the existing 2005 Water Revenue Bonds (issued through the Public Financing Authority). No additional funds were raised through the issuance of the 2018 Water Revenue Bonds.

The City budget includes sufficient appropriations and adequate revenues are expected to be collected to meet the debt service obligations associated with the 2013 and 2018 Water Revenue Bonds.

Report Submitted By: Travis Hickey Finance & Administrative Services

Date of Report: January 19, 2023

The WUA was formed in June of 2009. Water revenue bonds issued prior to this date were issued through the City of Santa Fe Springs Public Financing Authority.

Travis Hickey

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Acting City Manager/Executive Director

Water Utility Authority Meeting

January 24, 2023

#### CONSENT AGENDA

Status Update of Water-Related Capital Improvement Projects

#### RECOMMENDATION

Receive and file the report.

#### **BACKGROUND**

This report is for informational purposes only. The following is a listing of current active water projects.

#### **Water Utility SCADA Programming And Maintenance**

The Water Utility's Supervisory Control And Data Acquisition (SCADA) software and system components are vital in operating and monitoring the drinking water system pressure, imported water connections, and the City's five underpass pump stations. SCADA allows staff to remotely monitor and make changes to specific system parameters.

As the SCADA system was installed more than twenty years ago, much of the hardware is outdated as is the software. Staff is preparing to advertise a Request For Proposals (RFP) for On-call SCADA Programming And Maintenance Services to ensure continued operation of the SCADA system.

#### INFRASTRUCTURE IMPACT

Having an On-call SCADA programing and maintenance contract in place will ensure continued operation of the City's drinking water system. Updated software and hardware will ensure future compatible components are installed, decrease vulnerability to cyber threats, and increase reliability and functionality of the SCADA system.

Travis Hickey
Acting Executive Director

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Attachments:

None

Report Submitted By:

Noe Negrete
Director of Public Works

Date of Report: January 19, 2023

# FOR ITEM NO. 9 PLEASE SEE ITEM NO. 11A

# FOR ITEM NO. 10 PLEASE SEE ITEM NO. 11A

January 24, 2023

City Council Meeting

#### CONSENT AGENDA

Minutes of the December 6, 2022 Special and Regular City Council Meetings

#### **RECOMMENDATION(S)**

• Approve the minutes as submitted.

#### **BACKGROUND**

Staff has prepared minutes for the following meetings:

- Special City Council Meeting of December 6, 2022
- Regular City Council Meeting of December 6, 2022

Staff hereby submits the minutes for Council's approval.

Travis Hickey Acting City Manager

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#### Attachment:

- 1. December 6, 2022 Special Meeting Minutes
- 2. December 6, 2022 Regular Meeting Minutes

Report Submitted By: Janet Martinez, City Clerk/ Date of Report: January 19, 2023

Fernando Munoz, Deputy City Clerk



## MINUTES OF THE SPECIAL MEETINGS OF THE CITY COUNCIL

#### **December 6, 2022**

#### 1. CALL TO ORDER

Mayor Rodriguez called the meeting to order at 5:01 p.m.

#### 2. ROLL CALL

**Members present:** Councilmembers/Directors: Martin, Mora, Sarno, Mayor Pro Tem/Vice Chair Zamora and Mayor/Chair Rodriguez.

Members absent: None

#### 3. PUBLIC COMMENTS

There was no one wishing to speak during public comments.

#### **CITY COUNCIL**

#### 4. CLOSED SESSION

PUBLIC EMPLOYMENT

(Pursuant to California Government Code Section 54957(b)(1))

TITLE: City Manager Evaluation

Mayor Rodriguez recessed the meeting at 5:03 p.m. Mayor Rodriguez convened the meeting at 6:00 p.m.

City Attorney, Ivy M. Tsai provided a closed session report: No reportable action was taken.

#### 5. ADJOURNMENT

Mayor Martin adjourned the meeting at 6:00 p.m.

	Juanita Martin Mayor
ATTEST:	
Janet Martinez City Clerk	Date



## MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL

#### December 6, 2022

#### 1. CALL TO ORDER

Mayor Rodriguez called the meeting to order at 6:01 p.m.

#### 2. ROLL CALL

**Members present:** Councilmembers/Directors: Martin, Mora, Sarno, Mayor Pro Tem/Vice Chair Zamora and Mayor/Chair Rodriguez.

Members absent: None

#### 3. INVOCATION

Mayor Pro Tem Zamora led the invocation.

#### 4. PLEDGE OF ALLEGIANCE

Lakeland Elementary 5<sup>th</sup> grader, Alissa Mejia led the pledge of allegiance.

#### 5. PUBLIC COMMENTS

The following individuals spoke during public comment: Bruce Crow, Peggy Radoumis, and Dolores Duran.

#### **PUBLIC FINANCING AUTHORITY**

#### 6. CONSENT AGENDA

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Public Financing Authority.

a. <u>Minutes of the November 1 and 15, 2022 Public Financing Authority Meetings (City</u> Clerk)

#### Recommendation:

- Approve the minutes as submitted.
- b. <u>Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA) (Finance)</u>

#### Recommendation:

Receive and file the report.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Martin, to approve Items 6A and 6B, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None Absent: None

Minutes of the December 6, 2022 Public Finance Authority, Water Utility Authority, Housing Successor, Successor Agency, and City Council Meetings

#### WATER UTILITY AUTHORITY

#### 7. CONSENT AGENDA

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Water Utility Authority.

- a. Minutes of the November 1 and 15, 2022 Water Utility Authority Meetings (City Clerk) **Recommendation:** 
  - Approve the minutes as submitted.
- b. <u>Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA) (Finance)</u>

#### Recommendation:

- Receive and file the report.
- c. <u>Status Update of Water-Related Capital Improvement Projects (Public Works)</u>

#### **Recommendation:**

Receive and file the report.

It was moved by Councilmember Martin, seconded by Councilmember Sarno, to approve Items 7A through 7C, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None Absent: None

#### **HOUSING SUCCESSOR**

#### 8. CONSENT AGENDA

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Housing Successor.

Minutes of the November 1 and 15, 2022 Housing Successor Meetings (City Clerk) **Recommendation:** 

Approve the minutes as submitted.

It was moved by Councilmember Mora, seconded by Mayor Pro Tem Zamora, to approve the consent agenda, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None Absent: None

#### SUCCESSOR AGENCY

#### 9. CONSENT AGENDA

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Successor Agency.

Minutes of the November 1 and 15, 2022 Successor Agency Meetings (City Clerk)

#### **Recommendation:**

• Approve the minutes as submitted.

It was moved by Councilmember Mora, seconded by Councilmember Martin, to approve the consent agenda, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None Absent: None

#### CITY COUNCIL

#### 10. CONSENT AGENDA

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the City Council.

a. <u>Minutes of the November 1 and 15, 2022 Regular and Special City Council Meetings (City Clerk)</u>

#### Recommendation:

- Approve the minutes as submitted.
- A Resolution of the City Council Reaffirming the Existence of a Local Emergency
   <u>Due to Threat of COVID-19 (pursuant to Government Code section 8630) (City Attorney)</u>

#### Recommendation:

- Adopt Resolution No. 9834:
   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE
   SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL
   EMERGENCY DUE TO THE THREAT OF COVID-19.
- c. <u>A Resolution of the City Council Affirming Authorization of Remote Teleconference Meetings (City Attorney)</u>

#### Recommendation:

- Adopt Resolution No. 9835:
  - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AFFIRMING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY.
- d. <u>Santa Fe Springs Park Parking Lot Improvements Final Payment (Public</u> Works)

#### Recommendation:

- Approve the Final Payment to E.C. Construction of South El Monte, California, for \$23,040.29 (Less 5% Retention) for the subject project.
- e. <u>Resolution No. 9836 Acknowledge Receipt of a Fire-Rescue Report Regarding</u> the Annual Inspection of Certain Properties (Fire)

#### Recommendation:

Acknowledge Receipt of Department of Fire-Rescue Report Regarding the

Annual Inspection of Certain Properties.

f. Approve Grant Agreement between the City of Santa Fe Springs and the California State Library for the Santa Fe Springs (SFS) Grows/Gardening and Sustainability for Developmentally Disabled Adults Project (Community Services)

#### Recommendation:

- Approve and Authorize the Director of Community Services to Sign the Grant Agreement between the City of Santa Fe Springs and the California State Library for the SFS Grows/Gardening and Sustainability for Developmentally Disabled Adults Project.
- g. Approval of the Comprehensive Memorandum of Understanding (MOU) between the City of Santa Fe Springs and the Santa Fe springs City Employees' Association and the Santa Fe Springs Firefighters Association (Finance)

#### Recommendation:

 Approve the comprehensive Fiscal Year 2021-2024 MOU between the City of Santa Fe Springs and the Santa Fe Springs City Employees' Association and the Santa Fe Springs Firefighters Association.

#### h. Operating Agreement 01-2022 (Planning)

To consider an operating agreement between the City of Santa Fe Springs and 605 Investments, LLC and install a 50-foot tall V-shape electronic billboard on the west (southbound) side of Interstate 605 (I-605) at 8717 Pioneer Boulevard (APN: 8177-029-004)

#### Recommendation:

- Adopt Resolution No. 9832, which incorporates the City Council's findings and actions regarding this matter.
- i. Operating Agreement 02-2022 (Planning)

To consider an operating agreement between the City of Santa Fe Springs and 605 Investments, LLC and install a 50-foot tall double-face electronic billboard on the east (northbound) side of Interstate 605 (I-605) at 8717 Pioneer Boulevard (APN: 8177-031-017)

#### Recommendation:

- Adopt Resolution No. 9831, which incorporates the City Council's findings and actions regarding this matter.
- j. <u>General Motion to Waive Full Reading and Read Ordinance by Title Only Pursuant to California Government Code Section 36934 (City Clerk)</u>

#### Recommendation:

• Approve a general motion to waive full reading and read Ordinance titles only, pursuant to California Government Code Section 36934.

It was moved by Councilmember Sarno, seconded by Councilmember Mora, to approve Items No. 11A through 10J, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None Absent: None

#### PUBLIC HEARING

**11.** Alcohol Sales Conditional Use Permit (CUP) Case No. 81 (Police Services)

Request for approval of Alcohol Sales Conditional Use Permit Case No. 81 to allow the operation and maintenance of an alcoholic beverage use involving the warehousing and distribution of beer and wine at SCC Distribution Network located at 13620 Imperial Highway, Unit 3, within the Heavy Manufacturing (M-2) Zone. (SCC Distribution Network)

#### **Recommendation:**

- Open the Public Hearing; and
- Receive any comments from the public wishing to speak on this matter, and thereafter close the Public Hearing; and
- Find that the applicant's ASCUP request meets the criteria set forth in §155.628 and §155.716 of the City's Zoning Ordinance, for the granting of a Conditional Use Permit; and
- Approve Alcohol Sales Conditional Use Permit Case No. 81, subject to the conditions of approval as contained within Resolution No. 9833; and
- Adopt Resolution No. 9833, which incorporates the City Council's findings and actions regarding this matter.

Director of Police Services, Dino Torres provided a brief presentation on Item No. 11.

Mayor Rodriguez opened the public hearing at 6:16 p.m.

There were no speakers.

Mayor Rodriguez closed the public hearing at 6:16 p.m.

It was moved by Councilmember Martin, seconded by Councilmember Mora, to find that the applicant's ASCUP request meets the criteria set forth in §155.628 and §155.716 of the City's Zoning Ordinance, for the granting of a Conditional Use Permit, and approve Alcohol Sales Conditional Use Permit Case No. 81, subject to the conditions of approval as contained within Resolution No. 9833, and adopt Resolution No. 9833, which incorporates the City Council's findings and actions regarding this matter, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None Absent: None

12. Introduction of Ordinance No. 1116 – An Ordinance Amending Section 150.001 (Building Code Adopted) of Chapter 150 (Building Regulations) of the Municipal Code by adopting by reference the 2023 Edition of the Los Angeles County Building Code (Title 26), Electrical Code (Title 27), Plumbing Code (Title 28), Mechanical Code (Title 29), Residential Code (Title 30), Green Building Standards Code (Title 31) and Existing Building Codes (Title 33) (Planning)

#### Recommendation:

- Read by title only, waive further reading and introduce Ordinance No. 1116;
   and
- Make the determination that this action is exempt from environmental review in accordance with the California Environmental Quality Act

(CEQA) under the general rule contained in Section 1506(b)(3) and Public Resource Code Section 21080(b)(15).

Mayor Rodriguez opened the public hearing at 6:17 p.m.

There were no speakers.

Mayor Rodriguez closed the public hearing at 6:18 p.m.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Sarno, to read by title only, waive further reading and introduce Ordinance No. 1116, and Make the determination that this action is exempt from environmental review in accordance with the California Environmental Quality Act (CEQA) under the general rule contained in Section 1506(b)(3) and Public Resource Code Section 21080(b)(15), by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None Absent: None

#### **NEW BUSINESS**

### 13. Residential Alley Improvements (Terradell Street to Bartley Avenue) (Public Works)

#### Recommendation:

- Add Residential Alley Improvements (Terradell Street to Bartley Avenue) project to Capital Improvement Plan (CIP); and
- Appropriate \$555,000 from Utility User Tax (UUT) Capital Improvement Funds to the Residential Alley Improvements (Terradell Street to Bartley Avenue) project.

Director of Public Works, Noe Negrete provided a brief presentation on Item No. 13.

Mayor Rodriguez asked when the last reconstruction of the alley occurred. Director Negrete believes the alley is original and has not been reconstructed since its creation in the early 1960's. Councilmember Sarno inquired about using concrete as opposed to asphalt. Director Negrete said they would bring back the final price at a later date – this item is only to add it to the Capital Improvement Plan. Council directed staff to assess the quality of all alleys within the City and bring a report at a later date for alleys that require improvements as well as cost comparisons of using asphalt or concrete.

It was moved by Councilmember Martin, seconded by Councilmember Mora, to add Residential Alley Improvements (Terradell Street to Bartley Avenue) project to Capital Improvement Plan (CIP), and appropriate \$555,000 from Utility User Tax (UUT) Capital Improvement Funds to the Residential Alley Improvements (Terradell Street to Bartley Avenue) project, by the following vote:

**Ayes:** Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None Absent: None

14. Resolution No. 9837 – Authorizing the Publication of Notice to Sale a Franchise to Crimson California Pipeline, L.P., for Maintenance and Operation of Pipeline in City streets (Public Works)

#### **Recommendation:**

• Adopt Resolution No. 9837 and set the date of January 10, 2023, for the Public Hearing to grant a franchise to Crimson California Pipeline, L.P.

Director of Public Works, Noe Negrete provided a brief presentation on Item No. 14. He requested Council to approve Item Nos 14 and 17 together as they are similar.

It was moved by Councilmember Sarno, seconded by Mayor Pro Tem Zamora, to adopt Resolution No. 9837 and set the date of January 10, 2023, for the Public Hearing to grant a franchise to Crimson California Pipeline, L.P., by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None Absent: None

**15.** Residential Concrete Improvements - Authorization to Advertise for Construction Bids (Public Works)

#### Recommendation:

- Combine the Sidewalk Removal and Replacement Projects at Los Nietos Park, Lakeview Park, and Lake Center Athletic Park with the Annual Sidewalk/Curb & Gutter Removal and Replacement Program;
- Transfer Utility Users Tax CIP funds from the Sidewalk Removal and Replacement Projects at Los Nietos Park (Account PW220011/Amount \$162,000), Lakeview Park (Account PW220012/Amount \$124,000), and Lake Center Athletic Park (Account PW220017/Amount \$120,000) to the Annual Sidewalk/Curb & Gutter Removal and Replacement Program (PW220009); and
- Rename the Annual Sidewalk/Curb & Gutter Removal and Replacement Program to Residential Concrete Improvements Project;
- · Approve the Plans and Specifications; and
- Authorize the City Engineer to advertise for construction bids.

Director of Public Works, Noe Negrete provided a brief presentation on Item No. 15.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Sarno, to combine the Sidewalk Removal and Replacement Projects at Los Nietos Park, Lakeview Park, and Lake Center Athletic Park with the Annual Sidewalk/Curb & Gutter Removal and Replacement Program, transfer Utility Users Tax CIP funds from the Sidewalk Removal and Replacement Projects at Los Nietos Park (Account PW220011/Amount \$162,000), Lakeview Park (Account PW220012/Amount \$124,000), and Lake Center Athletic Park (Account PW220017/Amount \$120,000) to the Annual Sidewalk/Curb & Gutter Removal and Replacement Program (PW220009), rename the Annual Sidewalk/Curb & Gutter Removal and Replacement Program to Residential Concrete Improvements

Project, approve the Plans and Specifications, and authorize the City Engineer to advertise for construction bids, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None Absent: None

**16.** Betty Wilson Center Roof Replacement - Authorization to Advertise for Construction Bids (Public Works)

#### Recommendation:

- Approve the Specifications; and
- Authorize the City Engineer to advertise for construction bids.

Director of Public Works, Noe Negrete provided a brief presentation on Item No. 16. He also provided information in why it would not be beneficial to install solar panels on certain City facility roofs. He recommended to not install solar panels on the Betty Wilson Center roof.

It was moved by Councilmember Martin, seconded by Councilmember Mora, to approve the specifications, and authorize the City Engineer to advertise for construction bids, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None Absent: None

17. Resolution No. 9838 – Authorizing the Publication of Notice to Sale a Franchise to Cardinal Pipeline, L.P., for Maintenance and Operation of Pipeline in City streets (Public Works)

#### Recommendation:

 Adopt Resolution No. 9838 and set the date of January 10, 2023, for the Public Hearing to grant a franchise to Cardinal Pipeline, L.P.

It was moved by Councilmember Sarno, seconded by Mayor Pro Tem Zamora, to adopt Resolution No. 9838 and set the date of January 10, 2023, for the Public Hearing to grant a franchise to Cardinal Pipeline, L.P., by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None Absent: None

**18.** <u>Municipal Services Yard Warehouse and Administration Office Roof Replacement – Award of Contract (Public Works)</u>

#### Recommendation:

- Appropriate \$35,000 from the Utility Users Tax (UUT) Capital Improvements
  Fund to the Municipal Services Yard Warehouse and Administration Office
  Roof Replacement (PW 220004);
- Accept the bids; and
- Award a contract to 4 Seasons Roofing, Inc. of Montebello, California, in the amount of \$447,705.

Director of Public Works, Noe Negrete provided a brief presentation on Item No. 18.

It was moved by Councilmember Sarno, seconded by Councilmember Mayor Pro Tem Zamora, to appropriate \$35,000 from the Utility Users Tax (UUT) Capital Improvements Fund to the Municipal Services Yard Warehouse and Administration Office Roof Replacement (PW 220004), accept the bids, and award a contract to 4 Seasons Roofing, Inc. of Montebello, California, in the amount of \$447,705, by the following vote:

Ayes: Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None Absent: None

**19.** Award of Contract to Public Sector Personnel Consultants for the Preparation of a Classification and Compensation Study (Finance)

#### Recommendation:

- Authorize the City Manager to sign a contract with Public Sector Personnel Consultants for the preparation of a Classification and Compensation Study.
- Appropriate \$40,000 from the General Fund Unassigned Fund Balance to fully fund the Study

Director of Finance, Travis Hickey provided a brief presentation on Item No. 19.

It was moved by Councilmember Martin, seconded by Mayor Pro Tem Zamora, to authorize the City Manager to sign a contract with Public Sector Personnel Consultants for the preparation of a Classification and Compensation Study, and appropriate \$40,000 from the General Fund Unassigned Fund Balance to fully fund the Study, by the following vote:

**Ayes:** Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None Absent: None

20. <u>Increase the City's Maximum Contribution for Medical Insurance Premiums Under the Affordable Care Act (Finance)</u>

#### Recommendation:

• Approve an increase in the City's maximum contribution for medical insurance premiums under the Affordable Care Act.

Director of Finance, Travis Hickey provided a brief presentation on Item No. 20.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Mora, to approve an increase in the City's maximum contribution for medical insurance premiums under the Affordable Care Act, by the following vote:

**Ayes:** Martin, Mora, Sarno, Zamora, Rodriguez

Nayes: None Absent: None

#### 21. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

- City Manager, Raymond R. Cruz had nothing to report.
- Director of Public Works, Noe Negrete spoke about installing "No Oversize Vehicles" signs on Orr & Day Rd and Los Nietos Rd. He also spoke about the Civic Center Plaza Holiday Lights and the Annual Water Quality Reports provided by the City.
- Director of Planning, Wayne M. Morrell spoke about the upcoming Chick-Fil-A restaurant on Telegraph Rd and also spoke about the Christmas Tree Lot on Telegraph Rd.
- Director of Police Services, Dino Torres spoke about Stalker Sam Radar Trailers which will be deployed as needed.
- Fire Chief, Brent Hayward provided Christmas Tree fire information for the upcoming holiday season. He also announced a Firefighter's Toy Drive and spoke about the rescue of Pooters, the tortoise.
- Director of Finance, Travis Hickey recapped the Network Update over the weekend and also provided a quarterly sales tax update. Lastly, he spoke about the report from the Legislative Analyst's Office.
- Director of Community Services, Maricela Balderas recapped the Tree Lighting Ceremony and the Youth Soccer Fall Season. She announced the beginning of the Santa Float Program as well as the Neighborly Elf Christmas Basket Program and Las Posadas. Lastly, she announced a Mobile Mammogram Screening on December 20th and the First Friday from the Santa Fe Springs Library on December 2<sup>nd</sup>.

#### 22. COUNCIL COMMENTS

Councilmember Martin thanked staff for hanging Christmas decorations across the City, highlighting Joseph Saiza's decorative work. Lastly, she asked to prayers for members of Academy Class 464 from the Sheriff's Training Academy and Regional Services Center.

Councilmember Mora commented on the Santa Float Program and the Senior Christmas Dance. He also stated that he was happy to serve as a Councilmember for the past four years and enjoyed working with staff during his term.

Councilmember Sarno thanked Councilmember Mora for his time on Council, and wished everyone in attendance a Merry Christmas and Happy Holidays.

Mayor Pro Tem Zamora congratulated the newly elected councilmembers and also thanked Councilmember Mora for his time in office. He also commended Joseph Saiza on his talents and also spoke about the incident involving Academy Class 464. Lastly, he congratulated Chief Hayward on his upcoming retirement and wished everyone in attendance a Merry Christmas.

Mayor Rodriguez also spoke about Academy Class 464 and thanked all the departments for their Christmas events and offerings. She also congratulated the newly elected councilmembers and thanked Councilmember Mora for his time in office. Lastly, she wished everyone in attendance Happy Holidays and a Merry Christmas.

Minutes of the December 6, 2022 Public Finance Authority, Water Utility Authority, Housing Successor, Successor Agency, and City Council Meetings

23.	ADJOURNMENT		
	Mayor Rodriguez adjourned the meeting at 7:30 p.	m.	
		 Juanita Martin	
		Mayor	
	ATTEST:		
	Janet Martinez	Date	
	City Clerk		

City of Santa Fe Springs

City Council Meeting

January 24, 2023

CONSENT AGENDA

A Resolution of the City Council Reaffirming the Existence of a Local Emergency Due to the Threat of COVID-19 (pursuant to Government Code section 8630)

#### RECOMMENDATION

 Adopt Resolution No. 9844:
 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19

#### **BACKGROUND**

On March 4, 2020, the Governor of California issued a proclamation declaring a state of emergency due to the threat of COVID-19. On March 13, 2020, the President of the United States issued a proclamation of national emergency, beginning March 1, 2020, due to the COVID-19 outbreak. On March 17, 2020, the City Manager, acting as the Director of Emergency Services, issued a proclamation declaring the existence of a local emergency beginning March 12, 2020, due to the threat of COVID-19. On March 18, 2020, the City Council adopted Resolution No. 9668 ratifying the proclamation, and on April 9, 2020, the City Council adopted Resolution No. 9669 relating to taking action in response to the local emergency. The City Council has continued to reaffirm the existence of a local emergency due to the threat of COVID-19.

Government Code section 8630(c) provides that the City Council shall review the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency. The state of emergency still exists and has not been lifted at the statewide or county level. The Los Angeles County Department of Public Health issued a revised health order on September 22, 2022, which states that the County is now experiencing a Low Community Level, as measured by the Centers for Disease Control and Prevention (CDC) COVID-19 Community Level Framework, but also states that it is very likely that there will be additional and unpredictable waves of infections and hospitalizations.

The reasons for declaring a local emergency still exist, and therefore, staff recommends that the City Council adopt the attached Resolution affirming the existence of a local emergency in accordance with Government Code section 8630(c).

Travis Hickey
Acting City Manager

Date of Report: January 19, 2023

Attachment(s):

1. Resolution No. 9844

#### **RESOLUTION NO. 9844**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19

WHEREAS, on March 4, 2020, the Governor of California issued a proclamation declaring a state of emergency due to the threat of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States issued a proclamation of national emergency, beginning March 1, 2020, due to the COVID-19 outbreak; and

WHEREAS, on March 17, 2020, the City Manager, acting as the Director of Emergency Services, issued a proclamation declaring the existence of a local emergency beginning March 12, 2020, due to the threat of COVID-19; and

WHEREAS, on March 18, 2020, the City Council adopted Resolution No. 9668 ratifying the proclamation declaring the existence of a local emergency, and on April 9, 2020, the City Council adopted Resolution No. 9669 relating to taking action in response to the local emergency; and

WHEREAS, the City Council previously adopted resolutions reaffirming the existence of a local emergency due to the threat of COVID-19 pursuant to Government Code section 8630(c), which provides that the City Council shall review the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency; and

WHEREAS, the state of emergency still exists and has not been lifted at the statewide or county level; and

WHEREAS, the Los Angeles County Department of Public Health issued a revised health order on September 22, 2022, which states that the County is now experiencing a Low Community Level, as measured by the Centers for Disease Control and Prevention (CDC) COVID-19 Community Level Framework, but also states that it is very likely that there will be additional and unpredictable waves of infections and hospitalizations; and

WHEREAS, COVID-19 continues to pose a threat to the safety of individuals in Santa Fe Springs and Los Angeles County, and the reasons for declaring a local emergency still exist.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY RESOLVE AS FOLLOWS:

- 1. The City Council determines that there is need for continuing the local emergency until such time as the City Council declares the termination of the local emergency. The City Council will review the need for continuing the local emergency at least once every 60 days in accordance with Government Code section 8630(c).
- 2. The City Council reaffirms Resolution Nos. 9668 and 9669 relating to the declaration of and response to a local emergency due to the threat of COVID-19, and all parts therein.

APPROVED and ADOPTED this 24<sup>th</sup> day of January 2023 by the following vote:

/ (		
NOES:		
ABSENT:		
ABSTAIN:		
	Lucnita Martin Mayor	
ATTEST:	Juanita Martin, Mayor	
Janet Martinez, CMC, City Clerk		

AYFS:

City of Santa Fe Springs

City Council Meeting

January 24, 2023

#### CONSENT AGENDA

A Resolution of the City Council Affirming Authorization of Remote Teleconference Meetings

#### RECOMMENDATION

Adopt Resolution No. 9845:
 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AFFIRMING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY

#### **BACKGROUND**

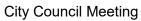
At its regular meeting of December 7, 2021, the City Council adopted Resolution No. 9747 authorizing the City Council and all legislative bodies and committees of the City to meet by teleconference. In order to continue holding teleconference meetings pursuant to this new law, an agency is required, at least every 30 days, to make the following findings by majority vote:

- (A) The legislative body has reconsidered the circumstances of the state of emergency.
  - (B) Any of the following circumstances exist:
  - (i) The state of emergency continues to directly impact the ability of the members to meet safely in person.
  - (ii) State or local officials continue to impose or recommend measures to promote social distancing.

On March 4, 2020, the Governor issued a proclamation declaring a state of emergency due to the threat of COVID-19. The California Department of Public Health and the County of Los Angeles Department of Public Health have issued public health orders during this state of emergency for the purpose of reducing transmission of COVID-19. Such orders have included social distancing requirements. The state of emergency continues to directly impact the ability of the members to meet safely in person due to a number of factors, including the high number of daily cases and community transmission and increased transmission of COVID-19 by the Delta variant. The Department of Public Health has stated that the Delta variant is two times as contagious as earlier variants, remains predominant in Los Angeles County, and continues to lead to increased infections.

Accordingly, staff has prepared the attached resolution to continue to authorize remote teleconference meetings and will include on all future meeting agendas such a resolution until such time as the state of emergency ceases, or as otherwise directed by the City Council.

Date of Report: January 19, 2023





Attachment:

1. Resolution No. 9845

Report Submitted By: Ivy M. Tsai, City Attorney

Date of Report: January 19, 2023

#### **RESOLUTION NO. 9845**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AFFIRMING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY

WHEREAS, on March 4, 2020, pursuant to California Government Code section 8625, the Governor declared a state of emergency; and

WHEREAS, on September 17, 2021, the Governor signed AB 361, which bill went into immediate effect as urgency legislation; and

WHEREAS, AB 361 adds Subsection (e) to Section 54953 of the Government Code to authorize legislative bodies to conduct teleconference meetings without complying with the requirements set forth in Section 54953(b)(3), provided the legislative body makes specified findings and complies with certain requirements; and

WHEREAS, the County of Los Angeles Department of Public Health reports a high number of daily cases and community transmission, as well as increased transmission of COVID-19 due to the Delta variant, which is two times as contagious as earlier variants, remains predominant in Los Angeles County, and continues to lead to increased infections; and

WHEREAS, public health officials recommend social distancing as a protective measure to decrease the chance of spread of COVID-19; and

WHEREAS, at its regular meeting of November 2, 2021, the City Council adopted Resolution No. 9735 authorizing the City Council and all legislative bodies and committees of the City to meet by teleconference; and

WHEREAS, Government Code Section 54953(e)(3) requires an agency to reconsider the circumstances of the state of emergency and make certain findings every thirty days in order to continue to conduct remote teleconference meetings pursuant to Section 54953(e).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY RESOLVE that:

- 1. The City Council has reconsidered the circumstances of the state of emergency and finds that the state of emergency continues to directly impact the ability of its members to meet safely in person.
- 2. The City Council and all legislative bodies and committees of the City are authorized to meet by teleconference pursuant to, and in compliance with the requirements of, Government Code section 54953(e).

APPROVED: ITEM NO.:

### **APPROVED and ADOPTED** this 24<sup>th</sup> day of January 2023.

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	Juanita Martin, Mayor
ATTEST:	
Janet Martinez, CMC, City Clerk	



City Council Meeting

January 24, 2023

#### **CONSENT AGENDA**

<u>Authorize the Lease of Additional Stationary Automated License Plate Reader Cameras (ALPR)</u>

#### **RECOMMENDATION**

- Approve utilizing existing funds from the City's General Fund to lease 10 Automated License Plate Readers (ALPR); and
- Appropriate \$28,500 from the City's General Fund to Activity 10102215 within the Police Services Budget; and
- Authorize the Director of Police Services to enter into a one-year leasing agreement, in a final form approved by the City Attorney's office, with Flock Group Inc. for 10 Automated License Plate Readers (ALPR) in an amount not to exceed \$28,500.

#### **BACKGROUND**

On December 7<sup>th</sup>, 2021 the City Council approved a one-year lease agreement with Flock Group, Inc. for 20 Automated License Plate Readers (ALPRs). Subsequently, the Flock ALPR cameras were installed in various locations throughout the City. ALPR cameras scan license plates on vehicles, compare the plate information to state stolen and wanted vehicles databases, and when match is made, a photo of the vehicle and the location is transmitted to police car computers and the dispatch center. The City's investment in this crime fighting technology has helped improve efficiency, officer and community safety, lead to the apprehension of numerous theft and fraud suspects, and recovered stolen property, weapons and drugs.

At the direction of the previous City Manager, staff moved forward with an expansion of the ALPR camera system beyond the current footprint; working with the Whittier Police Department and Flock Safety Group to identify gateways into the City where this real-time intelligence would best be deployed. As a result, staff is recommending the installation of 10 ALPR cameras, in addition to the existing 20, at designated locations throughout the City. The City Attorney has reviewed the additional services agreement.

#### FISCAL IMPACT

In order to pay for the lease of 10 ALPR cameras \$28,500 from the City's General Fund Reserve needs to be transferred to the Police Services Budget.

#### **INFRASTRUCTURE IMPACT**

There is no infrastructure impact.

Report Submitted By: Dino Torres, Director
Department of Police Services

Date of Report: January 19, 2023

Travis Hickey Acting City Manager

#### Attachments:

A - Flock Group Inc. Additional Services Agreement (Exhibit A)

#### FLOCK GROUP INC.

#### ADDITIONAL SERVICES AGREEMENT

This Agreement combined with the existing agreement referenced in **Exhibit A** describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Customer**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the terms of the previously executed agreement (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "Effective Date").

Agency: City of Santa Fe Springs  Legal Entity Name: City of Santa Fe Springs	Contact Name: Dino Torres
Address: 11710 Telegraph Road Santa Fe Springs, California 90670	Phone: (562) 409-1850 E-Mail: dinotorres@santafesprings.org
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 12 months Renewal Term: 12 months	Billing Term: Annual payment due Net 30 per terms and conditions
Referral Terms 12 months	und conditions

Sales tax will be added to all fees as applicable. If your organization is tax exempt, please check this box: and email your Sales Tax Exemption Certificate to billing@flocksafety.com.

#### **Professional Services and One-Time Purchases**

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	10.00	\$3,500.00

#### **Hardware and Software Products**

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	10.00	\$25,000.00

**Subtotal Year 1**: \$28,500.00

**Subscription Term:** 12 Months

**Annual Recurring Total:** \$25,000.00

**Estimated Sales Tax:** \$0.00

**Total Contract Amount:** \$28,500.00

By executing this Order Form, Agency represents and warrants that it has read and agrees to all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	Agency: City of Santa Fe Springs
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

#### EXHIBIT A

This agreement is	s governed by the	terms as set out	in this attached	agreement t	hat has beer	n previously
executed by both	parties.					

# FLOCK GROUP INC. SERVICES AGREEMENT ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("Flock") and the customer identified below ("Customer") (each of Flock and Customer, a "Party"). This order form ("Order Form") hereby incorporates and includes the "GOVERNMENT AGENCY CUSTOMER AGREEMENT" attached (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "Effective Date").

Customer: City of Santa Fe Springs	Contact Name: Dino Torres
Address: 11710 Telegraph Road Santa Fe Springs, CA 90670	Phone: 562-409-1850  E-Mail: dinotorres@santafesprings.org
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 12

- --

Renewal Term: 12 Months

Billing Term: Annual payment due Net 30 per terms and

conditions

Name	Price	QTY	Subtotal
(Includes one-time fees)			
Flock Falcon Camera	\$2,500.00	20	\$50,000.00
Implementation Fee (Public)	\$250.00	20	\$5,000.00

Year 1 Total \$55,000.00

Recurring Total:

50000

#### Special terms:

NA

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc  DocuSigned by:	Customer:
By: Mux Latramerse Name: Alexisted awerse Title: Chief Revenue Officer Date: 12/10/2021	By:  Name: Divo TORRES  Title: DIRECTOR OF POLICE SERVICES  Date: 12/9/21

DocuSign Envelope ID: 9741A28C-47DC-4AD5-A92C-232A3D5BC242

## fłock safety

#### EXHIBIT A

Statement of Work

Installation of Flock Camera on existing pole or Flock-supplied pole if required

#### GOVERNMENT AGENCY CUSTOMER AGREEMENT

This Government Agency Agreement (this "Agreement") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("Flock") and the police department or government agency identified in the signature block below ("Agency") (each a "Party," and together, the "Parties").

#### RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock's technology platform (the "Flock Service"), and upon detection, the Flock Service creates images and recordings of suspect vehicles ("Footage") and can provide notifications to Agency upon the instructions of Non-Agency End User ("Notifications");

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, because Footage is stored for no longer than (thirty) 30 days in compliance with Flock's records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering ("Purpose").

#### **AGREEMENT**

**NOW, THEREFORE,** Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

#### 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

- 1.1 "Authorized End User" shall mean any individual employees, agents, or contractors of Agency accessing or using the Flock Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.
- 1.2 "Agency Data" will mean the data, media and content provided by Agency through the Flock Services. For the avoidance of doubt, the Agency Data will include the Footage and geolocation information and environmental data collected by sensors built into the Units.
- 1.3 "*Documentation*" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Flock Services which are provided by Flock to Agency in accordance with the terms of this Agreement.
- 1.4 "Embedded Software" will mean the software and/or firmware embedded or preinstalled on the Hardware.
- 1.5 "Flock IP" will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

- 1.6 "Footage" means still images and/or video captured by the Hardware in the course of and provided via the Flock Services.
- 1.7 "*Hardware*" shall mean the Flock cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term "*Hardware*" excludes the Embedded Software.
- 1.8 "Implementation Fee(s)" means the monetary fees associated with the Installation Services, as defined in Section 1.9 below.
- 1.9 "Installation Services" means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.
- 1.10 "Flock Services or Services" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.
- 1.11 "Non-Agency End User" means a Flock's non-Agency customer that has elected to give Agency access to its data in the Flock system.
- 1.12 "Non-Agency End User Data" means the Footage, geolocation data, environmental data and/or notifications of a Non-Agency End User.
- 1.13 "Unit(s)" shall mean the Hardware together with the Embedded Software.
- 1.14 "Usage Fee" means the subscription fees to be paid by the Agency for ongoing access to Flock Services and Hardware.
- 1.15 "Support Services" shall mean On-site Services and Monitoring Services, as defined in Section 2.9 below.
- 1.16 "Web Interface" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Flock Services in accordance with the terms of this Agreement.

#### 2. FLOCK SERVICES AND SUPPORT

- 2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term (as defined in Section 6.1) and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency's designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account, and select a password and username ("User ID"). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which the Flock Services makes available to Agency and Authorized End Users. To the extent practicable, Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.
- 2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

- 2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term in connection with its use of the Flock Services as contemplated herein, and under Section 2.4, below.
- 2.4 Usage Restrictions. The purpose for usage of the Hardware, Documentation, Services, support, and the Flock IP is solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("Permitted Purpose"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Services or Flock IP; (vi) use the Services, support, Hardware, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.
- 2.5 **Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.
- 2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency's or any Authorized End User's use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Flock Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a "Service Suspension"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Flock Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) and Agency shall not be required to make any additional payments as a result of such tolling.

#### 2.7 Installation Services.

2.7.1 Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (each Unit location so designated by Agency, a "Designated Location"). Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in identifying the choices for the Designated Locations, in

ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the deployment plan ("Reinstalls") driven by Agency's request will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at https://www.flocksafety.com/reinstall-fee-schedule) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like.

- 2.7.2 Agency's Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. The "Agency Installation Obligations" include, to the extent required by the deployment plan, but are not limited to electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or local taxes including property or similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, but nothing shall relieve Flock of its obligations to pay all transactions and use taxes ("sales") taxes applicable to the Hardware, or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, etc.), such costs to be approved by the Agency. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.
- 2.7.3 Flock's Installation Obligations. The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency can opt out of Flock's access to Footage after the initial installation which would waive Flock's responsibility to ensure such action was successful. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.
- 2.7.4 Security Interest. The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency shall not cause or allow the Hardware to become encumbered. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.
- 2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

- 2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("Monitoring Services"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("On-Site Services") in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support. If Agency chooses to self-install Hardware or install Hardware on a mobile location, Flock shall make reasonable commercial efforts to provide On-Site Services, if permissible. Agency shall not be entitled to reimbursement, tolling, or credit for any lapse in Services associated with the Unit malfunction due to installation on mobile locations (i.e., trailers). Agency shall be subject to Reinstall Fees for re-positioning Units on mobile locations, or subsequent installation on Flock or other stationary poles.
- 2.10 **Special Terms.** From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.
- 2.11 Changes to Platform. Flock Safety may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock Safety's products or services to its customers, (b) the competitive strength of, or market for, Flock Safety's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

#### 3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

- 3.1 Agency Obligations. Upon creation of a User ID, Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.
- 3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. To the extent allowed by California law, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, and expenses, including without limitation costs and attorneys' fees, to the extent caused by a violation of the foregoing. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services in violation of the foregoing.

#### 4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

4.1 **Confidentiality.** Each Party (the "*Receiving Party*") understands that the other Party (the "*Disclosing Party*") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "*Proprietary Information*" of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and

requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein or required by law) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process, including the California Public Records Act, as it may be amended from time to time, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Having received notice prior to data being deleted, Flock may store Footage in order to comply with a valid court order but such retained Footage will not be retrievable without a valid court order.

- 4.2 Agency and Non-Agency End User Data. As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.
- 4.3 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the "Aggregated Data"). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

#### 5. PAYMENT OF FEES

- 5.1 Fees. Agency will pay Flock the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form, together the "Initial Fees") as set forth on the Order Form on or before the 30th day following receipt of invoice, after successful validation of the Units. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card. The first month of Flock Services corresponding to the first Usage Fee payment will begin upon the first installation of Hardware. For Agencies who purchase ten (10) or more Units, in the event that only a portion of the Units are installed at the first installation with additional Units to be installed at a later date, Usage Fees shall be calculated on a pro rata basis corresponding to the then-installed Units. Agencies will be invoiced for the additional Units immediately upon installation of the remaining Units.
- 5.2 Changes to Fees. Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency shall endeavor to Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared. Inquiries should be directed to Flock's customer support department.
- 5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service.
- 5.4 No-Fee Term Access. Subject to Flock's record retention policy, Flock offers complimentary access to the Flock System for thirty (30) days ("No Fee Term") to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. Agency agrees to pay the Initial Fees and Usage Fees according to Section 5.1 and will receive Flock's complimentary access to the Flock Service and Footage for no additional cost. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency shall pay reasonable invoices, provided that Flock had notified the Agency in writing at least 30 days prior to the implementation of such fees and their amounts, and Agency was informed that it has the option to opt out. The complimentary No-Fee Term access to Flock Services shall survive the expiration or termination of this Agreement for five (5) years unless Agency provides written notice of the intent to cancel access to Flock Services.

#### 6. TERM AND TERMINATION

- 6.1 Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "Initial Term"). Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the greater of one year or the length set forth on the Order Form (each, a "Renewal Term", and together with the Initial Term, the "Service Term") unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term, except that no 30 day prior notice is required from the City unless Flock had notified City at least 45 days prior to such term that the agreement may be renewed.
- 6.2 Agency Satisfaction Guarantee. At any time during the agreed upon term, an Agency not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of actual cost of removal and labor, said cost not to exceed \$500 per camera. Upon self-elected termination, a refund will be provided, prorated for any fees paid for the remaining Term length set forth previously. Self-termination of the contract by the Agency will be effective immediately. Flock will remove all equipment at Flock's own convenience, within a commercially reasonable period upon termination. Advance notice will be provided.
- 6.3 **Termination.** In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the prepaid Fees for Services not received due to such termination.
- 6.4 Effect of Termination. Upon any termination of the Service Term, Flock will promptly collect all Units, delete all Agency Data, terminate Agency's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Flock shall cause each camera and the surrounding areas, to be returned to a condition that is as good or better than the condition it began, normal wear and tear excepted. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.
- 6.5 **No-Fee Term.** For the Term of this Agreement, Flock will provide Agency with complimentary access to 'hot-list' alerts, which may include 'hot tags', stolen vehicles, Amber Alerts, etc. ("*No-Fee Term*"). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.
- 6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

#### 7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Hardware or Embedded Software (a "**Defect**"), Agency must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no

additional cost. In the event that a Unit is lost, stolen, or damaged, Flock agrees to replace the Unit at a fee according to the then-current Reinstall Policy (https://www.flocksafety.com/reinstall-fee-schedule). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted.

- 7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.
- 7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation, removal, or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.
- 7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY CALIFORNIA LAW.
- 7.5 **Insurance.** Flock and Agency will each maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of their business risk. Certificates of Insurance will be provided upon request.
- 7.6 Force Majeure. Flock Safety is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

#### 8. LIMITATION OF LIABILITY AND INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S REASONABLE CONTROL INCLUDING REPEAT

CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; OR (E) FOR CRIME PREVENTION. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES.THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

- 8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except for Flock's willful acts, Agency agrees to pay for Flock's attorneys' fees to defend Flock to the extent caused by Agency's violation of this Agreement.
- 8.3 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement.

#### 9. RECORD RETENTION

9.1 Data Preservation. The Agency and Flock agree to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

#### 10. MISCELLANEOUS

- 10.1 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- 10.2 **Assignment.** This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.
- 10.3 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy (https://www.flocksafety.com/reinstall-fee-schedule), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.
- 10.4 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.
- 10.5 **Costs and Attorneys' Fees.** In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.
- 10.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Georgia without regard to its conflict of laws provisions. To the extent that the arbitration language below does not apply, the federal and

state courts sitting in the State of Georgia will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any dispute arising out of, in connection with, or in relation to this agreement or the making of validity thereof or its interpretation or any breach thereof shall be determined and settled by arbitration in Atlanta, Georgia by a sole arbitrator pursuant to the rules and regulations then obtaining of the American Arbitration Association and any award rendered therein shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The service of any notice, process, motion or other document in connection with an arbitration award under this agreement or for the enforcement of an arbitration award hereunder may be effectuated by either personal service or by certified or registered mail to the respective addresses provided herein.

- 10.7 **Publicity.** Unless otherwise indicated on the Order Form, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.
- 10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.
- 10.9 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.
- 10.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 10.11 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.
- 10.12 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

[END OF AGREEMENT. SIGNATURES ON ORDER FORM]

### City of Santa Fe Springs

City Council Meeting

January 24, 2023

CONSENT AGENDA

<u>City of Bellflower Traffic Signal Maintenance Services – Approval of Contract Amendment No. 9</u>

#### RECOMMENDATION

- Approve Amendment No. 9 to the agreement with the City of Bellflower to provide Signal Maintenance Services; and
- Authorize the City Manager to execute the agreement on behalf of the City.

#### **BACKGROUND**

In October 1995, the City of Santa Fe Springs began providing traffic signal maintenance services to the City of Bellflower. Over the years, the City of Bellflower has installed new signals, added parking lot lighting, and street lighting maintenance to the agreement. Recently, Bellflower has installed new radar feedback signs at two (2) locations and has requested that these locations be added to the maintenance agreement. The two locations are as follows:

- 15146 Woodruff Place
- 15301 Woodruff Place

The scope of work remains unchanged and the monthly charges remain the same as Santa Fe Springs will continue to provide routine maintenance to the traffic signals and flashing beacons and extraordinary maintenance to the street lights, in-pavement lighting, and radar feedback signs.

#### **LEGAL REVIEW**

The City Attorney's office has reviewed Contract Amendment No. 9.

#### FISCAL IMPACT

The addition of the two devices to the agreement would generate at least \$840 per year in additional revenue.

#### **INFRASTRUCTURE IMPACT**

There is no infrastructure impact.

Travis Hickey

**Acting City Manager** 

#### Attachments:

- 1. Amendment No. 9
- 2. Exhibit A

Report Submitted By:

Noe Negrete

Director of Public Works

Date of Report: January 19, 2023

# AMENDMENT NO. 9 TO AGREEMENT FILE NO. 242.1 BETWEEN THE CITY OF BELLFLOWER AND SANTA FE SPRINGS

## FOR TRAFFIC SIGNAL, STREET NAME SIGN, AND HIGHWAY LIGHTING MAINTENANCE

**THIS AMENDMENT NO. 9** ("Amendment") is made and entered into this 24th day of January, 2023, by and between the CITY OF BELLFLOWER, a general law city and municipal corporation ("Bellflower"), and the CITY OF SANTA FE SPRINGS, a general law city and municipal corporation ("Contractor").

**SECTION 1**. Pursuant to Section 2 of Agreement File No. 242.1 ("Agreement"), Section 4(a) (Payment) is amended to read as follows:

#### "4. PAYMENT

- (a) Bellflower agrees to pay Contractor a flat monthly rate of \$70.00 per signal (53 signals) and \$35.00 per flasher (12 flashers or flasher equivalent devices), as listed in Exhibit A, for routine maintenance based upon actual signals inspected and maintained. Those monthly rates shall be used for billing. Thereafter, to ensure an equitable annual cost, the rates may be revised and adjusted for each fiscal year upon 60 days written notice and written approval by Bellflower."
- **SECTION 2.** Exhibit A (Location for Maintenance of Traffic Control Devices) is replaced by the attached Exhibit A.
- **SECTION 3.** The first paragraph of Exhibit B attached to the Agreement is deleted and replaced with the following:

The work to be done, in general, consists of furnishing all labor, materials, tools, equipment and incidentals (unless otherwise specified), to maintain the 100% Bellflower owned traffic control devices as shown on Exhibit "A", in a safe, satisfactory and workmanlike manner.

- <u>SECTION 4.</u> This Amendment may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.
- **SECTION 5.** Except as modified by this Amendment, all other terms and conditions of the Agreement remain the same.

[SIGNATURES ON NEXT PAGE]

City of Bellflower Agreement File No. 242.1 - Amendment No. 9 Santa Fe Springs Page 2 of 2

**IN WITNESS WHEREOF**, the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF BELLFLOWER	CITY OF SANTA FE SPRINGS
Jeffrey L. Stewart, City Manager	Travis Hickey, Acting City Manager
ATTEST:	ATTEST:
Mayra Ochiqui, City Clerk	Janet Martinez, City Clerk
APPROVED AS TO FORM:	APPROVED AS TO FORM:
Koul II. Downey City Attorney	hur M. Tani City Attamay
Karl H. Berger, City Attorney	Ivy M. Tsai, City Attorney
Attachments:	

Exhibit A – Location for Maintenance of Traffic Control Devices

# CITY OF BELLFLOWER EXHIBIT A LOCATION FOR MAINTENANCE OF TRAFFIC CONTROL DEVICES

ID No.	LOCATION	HIGHWAY SAFETY LIGHTS	ILLUMINATED STREET NAME SIGNS
BLF 1	Alondra Boulevard & Bellflower Boulevard	6	0
BLF 2	Alondra Boulevard & Clark Avenue	4	0
BLF 3	Alondra Boulevard & Cornuta Avenue	2	0
BLF 4	Alondra Boulevard & Eucalyptus Avenue	2	0
BLF 5	Alondra Boulevard & McNab Avenue	2	0
BLF 6	Alondra Boulevard & Ryon Avenue	2	0
BLF 7	Alondra Boulevard & Virginia Avenue	2	0
BLF 8	Alondra Boulevard & Woodruff Avenue	4	0
BLF 9	Ardmore Avenue & Artesia Boulevard	3	0
BLF 10	Ardmore Avenue & Flower Street	4	0
BLF 11	Artesia Boulevard & Bellflower Boulevard	6	0
BLF 12	Artesia Boulevard & Canehill Avenue	2	0
BLF 13	Artesia Boulevard & Clark Avenue	4	0
BLF 14	Artesia Boulevard & Palo Verde Avenue	4	1
BLF 15	Artesia Boulevard & Woodruff Avenue	4	0
BLF 16	Beach Street & Woodruff Avenue	2	0
BLF 17	Bellflower Boulevard & Belmont Street	4	0
BLF 18	Bellflower Boulevard & Somerset Boulevard	4	0
BLF 19	Bellflower Boulevard & Flora Vista Street	4	0
BLF 20	Bellflower Boulevard & Flower Street	4	0
BLF 22	Bellflower Boulevard & Jefferson Street	2	0
BLF 23	Bellflower Boulevard & Oak Street	4	0
BLF 24	Bellflower Boulevard & Park Street	2	0
BLF 25	Bellflower Boulevard & Ramona Street	4	0
BLF 26	Bellflower Boulevard & Rose Street	6	0
BLF 27	Bellflower Boulevard & Rosecrans Avenue	4	0
BLF 28	Cedar Street & Clark Avenue	2	0
BLF 29	Civic Center Drive & Flower Street	2	0
BLF 30	Clark Avenue & Somerset Boulevard	4	0

# CITY OF BELLFLOWER EXHIBIT A LOCATION FOR MAINTENANCE OF TRAFFIC CONTROL DEVICES

ID No.	LOCATION	HIGHWAY SAFETY LIGHTS	ILLUMINATED STREET NAME SIGNS
BLF 31	Clark Avenue & Flower Street	4	0
BLF 33	Clark Avenue & Oak Street	1	0
BLF 34	Clark Avenue & Park Street	2	0
BLF 35	Clark Avenue & Rosecrans Avenue	4	0
BLF 36	Somerset Boulevard & Ryon Avenue	2	0
BLF 37	Somerset Boulevard & Woodruff Avenue	4	0
BLF 38	Flora Vista Street & Woodruff Avenue	3	0
BLF 40	McNab Avenue & Rosecrans Avenue	2	0
BLF 41	Palo Verde Avenue & 183rd Street/Allington	4	3
BLF 42	Rosecrans Avenue & Woodruff Avenue	4	0
BLF 43	Prichard Street & Clark Avenue	4	0
BLF 44 <sup>1</sup>	Somerset Boulevard (EB) w/o Cabell Avenue	0	0
BLF 45 <sup>1</sup>	Somerset Boulevard (WB) e/o Eucalyptus Avenue	0	0
BLF 46 <sup>1</sup>	Somerset Boulevard & McNab Avenue (NE & SW cor) (2 flashers)	0	0
BLF 47	Alondra Boulevard & Pacific Avenue	2	0
BLF 48	Clark Avenue at Bike Trail	2	0
BLF 49	Flora Vista Street at Flower Street	3	0
BLF 50 <sup>2</sup>	Palm Street at Virginia Avenue - IP Crosswalk Lights and Flashing Ped Xing Signs	0	0
BLF 51 <sup>3</sup>	Palm Street e/o Virginia Avenue	0	0
BLF 52	EB & WB Radar Feedback Signs Artesia Boulevard & California Avenue	2	0
BLF 53	Bellflower Boulevard & Walnut Street	4	0
BLF 55 <sup>4</sup>	Bellflower Boulevard & Laurel Street	0	0
	Flashing Ped Xing Signs		
BLF 56	Lakewood Boulevard at Paramount Place	3	2
BLF 57	Lakewood Boulevard at Somerset Boulevard	6	0
BLF 58	Lakewood Boulevard at Paseo Street	1	0
BLF 59	Lakewood Boulevard at Alondra Boulevard	4	0
BLF 60	Lakewood Boulevard at Flower Street	6	0

# CITY OF BELLFLOWER EXHIBIT A LOCATION FOR MAINTENANCE OF TRAFFIC CONTROL DEVICES

ID No.	LOCATION	HIGHWAY SAFETY LIGHTS	ILLUMINATED STREET NAME SIGNS
BLF 61	Lakewood Boulevard at Artesia Boulevard	4	0
BLF 62 <sup>4</sup>	Somerset Boulevard at Eucalyptus Avenue (SE & NE cor) Flashing Ped Xing Signs	0	0
BLF 63 <sup>4</sup>	Eucalyptus Avenue bet Somerset Boulevard & Linden Street Flashing Ped Xing Signs	0	0
BLF 64 <sup>3</sup>	Eucalyptus Avenue bet Somerset Boulevard & Linden Street NB & SB Radar Feedback Signs	0	0
BLF 65	Bellflower Boulevard at Mayne Street	4	0
BLF 66	Woodruff Avenue at Lindale Street	3	0
BLF 67 <sup>2</sup>	Cerritos Avenue at Somerset Boulevard	0	0
BLF 68 <sup>4</sup>	Cerritos Avenue at Somerset Boulevard	0	0
BLF 69	Harvard St at Bellflower Blvd	3	0
BLF 70 <sup>3</sup>	15146 Woodruff Place Radar Feedback Signs	0	0
BLF 71 <sup>3</sup>	15301 Woodurff Place Radar Feedback Signs	0	0

updated 01/09/2023

Note: nos. 21, 32, 39, & 54 not used.

<sup>&</sup>lt;sup>1</sup> Indicates locations that are flashers.

<sup>&</sup>lt;sup>2</sup> Indicates locations that are flashing pedestrian signs or in-pavement crosswalk lights billed as one flasher.

<sup>&</sup>lt;sup>3</sup> Indicates locations that are radar feedback signs billed as one flasher.

<sup>&</sup>lt;sup>4</sup> Indicates locations that are RRFB's billed as one flasher.



City Council Meeting January 24, 2023

#### **CONSENT CALENDAR**

Approval of Use Agreements for Athletic Fields and Facilities with Norwalk/Santa Fe Springs Saints Youth Football & Cheer and Metropolitan Little League for 2023-2026

#### RECOMMENDATIONS

- Approve the Use Agreement for Athletic Fields and Facilities with the Norwalk-Santa Fe Springs Saints Youth Football & Cheer for 2023-2026; and
- Approve the Use Agreement for Athletic Fields and Facilities with Metropolitan Little League for 2023-2026; and
- Authorize the Mayor to execute and sign the Use Agreement for Athletic Fields and Facilities with the Norwalk-Santa Fe Springs Saints Youth Football & Cheer; and
- Authorize the Mayor to execute and sign the Use Agreement for Athletic Fields and Facilities with Metropolitan Little League.

#### **BACKGROUND**

Youth sports are a critical starting point in a person's lifelong journey toward an active and healthy lifestyle. Studies have demonstrated that children and teenagers who engage with sports not only grow up more physically active and confident, but also gain physical and mental health benefits that follow them throughout their lives. It is vital for municipalities to support providers of youth sports programs, specifically, community sports organizations that have an "Everyone Plays" philosophy and governing bodies. These organizations play an important role in fostering youth's interest in athletics, and in youth becoming contributing members of society. They provide basic understanding of certain sports through practice and games entirely conducted by volunteers.

The City has partnered with both the Norwalk/Santa Fe Springs Saints Youth Football & Cheer (Saints) and Metropolitan Little League (Metro) to allow community youth to be exposed to football and cheer activities (Saints) and baseball/softball activities (Metro). The City provides space at its athletic fields and facilities for the Saints and Metro to condition, practice, and play games. Additionally, the Saints uses Little Lake Park to store equipment, conduct participant registration, host meetings, and vend concessions, while Metro uses Lake Center Athletic Park to store equipment, conduct participant registration, host meetings, and vend concessions.

The Use Agreement for Athletic Fields & Facilities has been developed to formalize the partnership between the City of Santa Fe Springs and the Saints and Metro. The agreement specifies the locations and establishes the expectations of both organizations, outlines the responsibilities of both the Saints and Metro, and memorializes certain practices that both parties are currently utilizing.

Date of Report: January 19, 2023

It is the City's intention to enter into a three (3) year agreement with both organizations. City staff and the leadership of both organizations met in December 2022 and collaborated on the terms outlined in the agreements.

#### **ANALYSIS**

The following outlines the facilities and key provisions of the agreements:

#### **Facilities**

- The Saints utilize Lakeview Park (for conditioning); Little Lake Park (summer & fall practices); Santa Fe Springs Athletic Fields (as an alternate location); and an indoor facility, when requested and available for cheer.
- Metro utilizes the fields at Lake Center Athletic Park (for practices and games); the Betty Wilson Center Library Room (for registration and meetings); the Betty Wilson Center Concession Room (for vending concessions); the Santa Fe Springs Athletic Fields and the field at Lakeview Park (for practices).

#### Key Provisions of the Use Agreement for Athletic Fields and Facilities

- Abide by all Los Angeles County Department of Public Health protocols.
- Provide the City with general use dates a minimum of six (6) months in advance of use.
- Submit a Facility Use Application for Athletic Fields to the PRS Division, no less than six (6) weeks prior to the first date requested. Once the dates are determined, a permit will be issued.
- Cancellations must be made no less than seventy-two (72) hours in advance.
- Schedule adjustments must be made no less than five (5) business days in advance.
- Organizations are subject to a \$10 per field per day (after the 3<sup>rd</sup> no-show and any no-show thereafter), to be billed monthly at the conclusion of the month.
- Provide a master calendar of events, in writing, to the PRS Division.
- Provide a copy of the Certificate of Insurance of at least \$2 million of liability insurance and a copy of policy endorsement that verifies the City is named as an additional insured and indemnifies the City, its employees, and its agents.
- Obtain and provide proof of required health permits to operate and handle food from the concession stand/kitchen.
- Provide proof of non-profit status designation and submit semi-annual financial statements ending June 30<sup>th</sup> and December 31<sup>st</sup> of the previous year.
- Provide a roster of players that also identifies their city of residence (to determine how many City youth are participating).
- The Use Agreement may be terminated at any time by either side by giving at least thirty (30) days written notice of termination.
- Each organization will have use of a City facility for player weigh-ins, opening day activities, picture day, and an end of season banquet, or fundraiser, event at no cost.

 For use of a facility outside of the agreed upon periods of use or another City facility not identified in the Use Agreement, the request must be made at least two weeks in advance to the Parks & Recreation Services Division to allow for staffing, subject to facility availability. The organization would be responsible for staffing fees at a rate of \$30 per hour, in addition to other direct costs.

#### **FISCAL IMPACT**

In accordance to the Use Agreement, each organization would contribute \$2,000 to the City for use of fields and facilities, as well as for receiving priority usage. This contribution assists with offsetting some field maintenance, utility, and staffing costs. Below is a fiscal overview for the Saints and Metro that takes into account staffing and field use costs, based 2022.

Norwalk-Santa Fe Springs Saints Youth Football & Cheer – Fiscal Overview			
April – June: Sunday Conditioning	*No Staff Cost		
July – August: Monday - Friday Practices	\$1,210		
September – November: Tuesday - Thursday Practices	\$1,090		
December – January Cheer Practices	*No Staff Cost		
August – Opening Day (use of fields, pavilion & meeting room)	\$683		
End of Season Banquet – Social Hall	\$1,025		
Field Rehab (Dethatch/Reseeding/Fertilizer)	\$1,150		
Total Expenses	\$5,158		
Saints' Contribution Amount	(\$2,000)		
Difference (City's In-Kind Contribution)	\$3,158.00		

<sup>\*</sup>Utilize existing staff that are on the park or facility that are normally scheduled to work.

Metropolitan Little League – Fiscal Overview			
February - June Weekdays at LCAP	\$3,840		
March - June Saturday Games at LCAP	\$1,920		
February - May Weekdays at SFS Athletic Fields	\$2,880		
February - May Weekdays at Lakeview Park	*No Staff Cost		
June - July All-Star Practices	\$675		
Fundraiser – Social Hall	\$1,140		
August - November Weekdays at LCAP	\$3,360		
August - November Sunday Games at LCAP	\$1,680		
Field Rehab (Dethatch/Reseeding/Fertilizer)	\$1,650		
Total Expenses	\$17,145		
Metro's Contribution Amount	(\$2,000)		
Difference (City's In-Kind Contribution)	\$15,145.00		

<sup>\*</sup>Utilize existing staff that are on the park or facility that are normally scheduled to work.

According to the Internal Revenue Service, as of January 5, 2023, Norwalk-Santa Fe Springs Saints Youth Football & Cheer (EIN 95-3837737) and Metropolitan Little League (EIN 953669864) are both exempt from federal income tax under Internal Revenue Code Section 501(c)(3). Additionally, according to the California Secretary of State, both organizations are an active, non-profit organization registered in the State as of the same date.

#### **LEGAL REVIEW**

The City Attorney has reviewed the proposed Agreements.

Travis Hickey Acting City Manager

#### **Attachment**

- Attachment 1 Use Agreement for Athletic Fields & Facilities with Norwalk/Santa Fe Springs Saints
- 2. Attachment 2 Use Agreement for Athletic Fields & Facilities with Metropolitan Little League



#### **USE AGREEMENT FOR ATHLETIC FIELDS & FACILITIES**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_\_, 2023 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation (hereinafter referred to as "CITY") and NORWALK/SANTA FE SPRINGS SAINTS FOOTBALL AND CHEER, (hereinafter referred to as "ORGANIZATION").

#### **RECITALS:**

- A. It is CITY's desire to serve the public interest of the community by providing a program of organized youth sports; and
- B. It is the CITY's desire to partner with a youth sports non-profit organization that has an "Everyone Plays" philosophy where registration is open and non-exclusive to any youth in the community; and
- C. The goal and purpose of ORGANIZATION is to provide a football and cheerleading program to the youth of the community.
- D. In consideration of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

#### 1. TERM OF AGREEMENT

This AGREEMENT shall remain in effect through January 31, 2026, unless terminated earlier at any time by either party giving to the other party at least thirty (30) days written notice of termination. The term of this AGREEMENT may be extended for up to two additional one-year periods upon mutual agreement of the parties.

#### 2. USE OF PREMISES

- A. CITY grants ORGANIZATION the right to use the following locations ("Subject Facilities"), subject to the terms and conditions of this Agreement:
  - Little Lake Park, located at 10900 Pioneer Boulevard, limited to the use of the food & beverage concession area (including snack bar & kitchen), and the adjoining multi-purpose room and storage room.
  - Santa Fe Springs Athletic Fields, located at 10068 Pioneer Boulevard in Santa Fe Springs,

- The field at Lakeview Park, located at 10225 Jersey Avenue in Santa Fe Springs.
- B. Use of the Subject Facilities is subject to the procedures, rules, and requirements set forth in the following exhibits attached to this AGREEMENT and incorporated herein by this reference:

Exhibit A: Facility Use Procedures and Rules

Exhibit B: Facility Use Requirements

Exhibit C: Organization's Responsibilities

Exhibit D: Maintenance, Inspection, Improvements, and Signage

These procedures, rules, and requirements are subject to revision from time to time by the CITY. CITY shall provide a copy of any revised exhibits to ORGANIZATION and such revised exhibit shall govern and replace the attached and be incorporated herein.

- C. ORGANIZATION shall not permit the Subject Facilities or any part thereof to be used for:
  - 1. The conduct of any offensive, noisy or dangerous activity.
  - 2. The creation or maintenance of a public nuisance.
  - 3. Anything which fails to comply with public regulations or rules of any public authority at any time, applicable to the Subject Facility; or
  - 4. Any purpose or in any manner which will obstruct, interfere with or infringe upon the rights of the residents of adjoining properties.

#### 3. REVOCATION

Any violation of this AGREEMENT by ORGANIZATION and/or any league run by ORGANIZATION using the Subject Facilities, may result in the immediate loss of use of the Subject Facilities. ORGANIZATION is responsible for payment of all costs and damages incurred by CITY relating to ORGANIZATION's failure to adhere to the terms of this AGREEMENT.

#### 4. **LEGAL COMPLIANCE**

ORGANIZATION shall keep itself informed of City, State and Federal Laws, ordinances and regulations, which in any manner affect the performance of its activities pursuant to this AGREEMENT. ORGANIZATION shall at all times observe and comply with all such laws, ordinances and regulations. Neither CITY, nor its officers, volunteers, attorneys, agents or employees shall be liable at law or in equity as a result of ORGANIZATION's failure to comply with this section.

#### 5. NO EXCLUSIVE RIGHT; NO TRANSFERABILITY

This AGREEMENT does not give the ORGANIZATION any right to the exclusive use of the Subject Facilities, restrooms, or any other public facility. ORGANIZATION agrees that the rights herein granted **shall not** be assigned to or transferable to any persons, teams, organizations, or leagues.

All alterations and additions to the Subject Facilities or surrounding grounds shall become the property of CITY. Nothing contained in this paragraph shall authorize ORGANIZATION to make or place any alterations, changes or improvements on the Subject Facilities without the prior written consent of CITY.

#### 6. NOTICE

All notices respecting this AGREEMENT shall be served by certified mail, postage prepaid, addressed as follows:

To CITY: City of Santa Fe Springs

Community Services Department Attention: Director of Community Services 9255 S. Pioneer Boulevard

Santa Fe Springs, CA 90670

To ORGANIZATION: Norwalk/Santa Fe Springs Saints

Football and Cheer

Attention: President, Babetta Almarez

P.O. Box 2521

Santa Fe Springs, CA 90670

Notice shall be deemed to have been served seventy-two (72) hours after the same has been deposited in the United States Postal Service.

#### 7. ATTORNEYS FEES

Should any litigation or other legal action be commenced between the parties hereto to interpret or enforce the provisions of this AGREEMENT, in addition to any other relief to which the party may be entitled in law or equity, the prevailing party in such litigation or legal action shall be entitled to recover costs of suit and reasonable attorney's fees.

#### 8. GOVERNING LAW

This AGREEMENT will be governed by and constructed in accordance with the laws of the State of California.

#### 9. ASSIGNMENT

Neither this AGREEMENT nor any duties, rights or obligations under this AGREEMENT may be assigned by ORGANIZATION, either voluntarily or by operation of law without the express written consent of CITY.

#### 10. INSURANCE

- A. ORGANIZATION shall maintain insurance throughout the term of this Agreement in conformance with the requirements set forth below. ORGANIZATION will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, ORGANIZATION agrees to amend, supplement or endorse the existing coverage to do so.
- B. ORGANIZATION acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required (\$2 million). Any insurance proceeds available to ORGANIZATION in excess of the limits and coverage identified in this AGREEMENT and which is applicable to a given loss, claim or demand, will be equally available to CITY.
- C. ORGANIZATION shall provide the following types and amounts of insurance:

Commercial General Liability Insurance: ORGANIZATION shall maintain commercial general liability insurance including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations. The limits of ORGANIZATION's insurance shall apply to this Agreement as if set forth herein, but in no event shall provide combined single limits of coverage of not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate. There shall be no cross liability exclusion for claims or suits by one insured against another.

- D. Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII, and shall comply with the following:
- ORGANIZATION agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insured CITY, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or similarly worded endorsement. ORGANIZATION also agrees to require all contractors, and subcontractors to do likewise.
- 2. No liability insurance coverage provided to comply with this AGREEMENT shall prohibit ORGANIZATION, or ORGANIZATION's employees, or agents, from waiving the right of subrogation prior to a loss. ORGANIZATION agrees to waive subrogation rights against CITY regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
- 3. All insurance coverage and limits provided by Contractor and available or applicable to this AGREEMENT are intended to apply to the full extent of the policies. Nothing contained in this AGREEMENT or any other agreement relating to CITY or its operations limits the application of such insurance coverage.
- 4. None of the coverage required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

- 5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
- 6. All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. ORGANIZATION shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.
- 7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverage required and an additional insured endorsement to ORGANIZATION's general liability policy, shall be delivered to CITY at or prior to the execution of this AGREEMENT. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, CITY has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by CITY shall be charged to and promptly paid by ORGANIZATION or deducted from sums due ORGANIZATION, at CITY option.
- 8. Certificate(s) are to reflect that the insurer will provide 30 days notice to CITY of any cancellation of coverage. ORGANIZATION agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "attempt" (as opposed to being required) to comply with the requirements of the certificate.
- 9. It is acknowledged by the parties of this AGREEMENT that all insurance coverage required to be provided by ORGANIZATION or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or selfinsurance available to CITY. ORGANIZATION shall ensure that each policy of insurance required herein reflects this AGREEMENT and is written into each policy.
- 10. ORGANIZATION agrees to ensure that its sub consultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by ORGANIZATION, provide the same minimum insurance coverage required of ORGANIZATION. ORGANIZATION agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section.
- 11. ORGANIZATION agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein. If ORGANIZATION's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to CITY. At that time CITY shall review options with ORGANIZATION, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions. To the extent CITY agrees to any deductible or self-insured retention under any policy required under this AGREEMENT to which CITY is named as an additional insured, ORGANIZATION shall be required to modify the policy to permit CITY to satisfy the deductible or self-

- insured retention in the event ORGANIZATION is unable or unwilling to do so as a means to ensure CITY can avail itself to the coverage provided under each policy.
- 12. CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving ORGANIZATION ninety (90) days advance written notice of such change. If such change results in substantial additional cost to ORGANIZATION, CITY will negotiate additional compensation proportional to the increased benefit to CITY.
- 13. For purposes of applying insurance coverage only, this AGREEMENT will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this AGREEMENT.
- 14. ORGANIZATION acknowledges and agrees that any actual or alleged failure on the part of CITY to inform ORGANIZATION of non-compliance with any insurance requirement in no way imposes any additional obligations on CITY nor does it waive any rights hereunder in this or any other regard.
- 15. ORGANIZATION will renew the required coverage annually as long as CITY, or its employees or agents face an exposure from operations of any type pursuant to this AGREEMENT. This obligation applies whether or not the AGREEMENT is canceled or terminated for any reason. Termination of this obligation is not effective until CITY executes a written statement to that effect.
- 16. ORGANIZATION shall provide proof that policies of insurance required herein expiring during the term of this AGREEMENT have been renewed or replaced with other policies providing at least the same coverage and upon the same terms and conditions herein. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from ORGANIZATION's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to CITY within five days of the expiration of the coverage.
- 17. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements, or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 18. These insurance requirements are intended to be separate and distinct from any other provision in this AGREEMENT and are intended by the parties here to be interpreted as such.
- 19. The requirements in this Section supersede all other sections and provisions of this AGREEMENT to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
- 20. ORGANIZATION agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge CITY or

ORGANIZATION for the cost of additional insurance coverage required by this AGREEMENT. Any such provisions are to be deleted with reference to CITY. It is not the intent of CITY to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto.

E. ORGANIZATION agrees to provide immediate notice to CITY of any claim or loss against ORGANIZATION arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

#### 11. INDEMNIFICATION

ORGANIZATION shall indemnify, defend, and hold harmless CITY, its City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, claims, allegations, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, economic loss, death, illness, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for ORGANIZATION's obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from or relating in any way to ORGANIZATION'S use of the Subject Facilities. It is further agreed, ORGANIZATION's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent active or passive negligence on the part of CITY, its City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting from the sole negligence or willful misconduct of CITY, its officers, employees or agents relating to ORGANIZATION's use of the Subject Facility under this AGREEMENT. In the event CITY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the use encompassed by this AGREEMENT, and upon demand by CITY, ORGANIZATION shall have an immediate duty to defend CITY at ORGANIZATION's cost or at CITY's option, to reimburse CITY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

#### 12. ACKNOWLEDGEMENT RELATING TO CORONAVIRUS/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is understood to be extremely contagious and is believed to be spread from person-to-person contact and contaminated surfaces/objects. People reportedly can become infected and show no symptoms and therefore, spread the disease. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The CITY has put in place preventative measures to reduce the spread of COVID-19; however, the CITY cannot guarantee that participants will not become exposed to or infected with COVID-19 while participating in activities in an CITY park or CITY facility. Further, participating in said activities may increase a person's risk and of contracting COVID-19.

By signing the agreement, the ORGANIZATION acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk of exposure to or infection by COVID-19 by its use of the Specific Facilities, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. The ORGANIZATION further agrees and acknowledges that the Indemnification obligations set forth in Section 11 shall apply to any COVID-19 related liability, claims, allegations, damages and expenses.

#### 13. INDEPENDENT CONTRACTOR

Volunteer administrators, volunteer coaches, parents, contractors, employees and/or officers and directors of ORGANIZATION shall not be deemed to be employees or agents of CITY as a result of the performance of this AGREEMENT.

#### 14. ENTIRE AGREEMENT OF THE PARTIES

This AGREEMENT supersedes any and all agreements, either oral or written, between the parties hereto with respect to the use of the Subject Facility by ORGANIZATION and contains all of the covenants and conditions between the parties with respect to the use of the Subject Facility. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this AGREEMENT has been made by the parties. Unless otherwise provided in this AGREEMENT, modification of this AGREEMENT can only be made in writing, signed by both parties to this AGREEMENT.

#### 15. **COUNTERPARTS**

This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

#### 16. AUTHORITY TO EXECUTE THIS AGREEMENT

The persons executing this AGREEMENT on behalf of the parties warrants and represents that they have the authority to execute this AGREEMENT on behalf of said parties and has the authority to bind the parties to the provisions of this AGREEMENT.

#### 17. ELECTRONIC SIGNATURES

The parties acknowledge and agree that execution of this AGREEMENT by electronic signatures or electronic transmittal of signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

[If ORGANIZATION is a corporation, two signatures are required: Signature 1 – the Chairperson of the Board, the President, or any Vice President; Signature 2 – the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer (Corp. Code § 313).]

# METROPOLITAN LITTLE LEAGUE

By:	Ву:
(Signature)	(Signature)
(Print Name)	(Print Name)
(Title)	(Title)
CITY OF SANTA FE SPRINGS	
Juanita Martin Mayor	
ATTEST:	
Janet Martinez, CMC City Clerk	
APPROVED AS TO FORM:	
Ivy M. Tsai City Attorney	

#### **EXHIBIT A – FACILITY USE PROCEDURES AND RULES**

- 1. Permits for Athletic Fields are issued to the general public six (6) months prior to the allocation period. The allocation periods are as follows:
  - July-December: Permits issued in January of same year
  - January-June: Permits issued in July of previous year
- 2. The CITY recognizes that schedules may not be completed six (6) months in advance; therefore, it is the ORAGANIZATION'S responsibility to inform the CITY of general use dates six (6) months in advance. (i.e., Sundays beginning in August through December).
- 3. The ORGANIZATION must then submit a Facility Use Application for Athletic Fields to the PRS Division, no less than six (6) weeks prior to the first date requested. Once the dates are determined, a permit will be issued.
- 4. Business Days are considered Monday through Thursday, 9 a.m. to 8 p.m., and Friday, 9 a.m. to 5 p.m.
- A Cancellation is defined as when a permit is issued for the field and the ORGANIZATION contacts the CITY informing them that the permit for a day is no longer needed. Cancellations must be made no less than seventy-two (72) hours in advance.
- 6. A Schedule Adjustment is defined as when a permit is issued, and the ORGANIZATION is requesting a longer or shorter hours of duration. Schedule adjustments must be made no less than five (5) business days in advance.
- 7. A No-Show for Permit is defined as when a permit is issued and the ORGANIZATION fails to show, and organized games/practices are not held on the said field, and the ORGANIZATION fails to notify the CITY a minimum of seventy-two (72) hours in advance. After the 3rd no-show, and any no-show thereafter, the ORGANIZATION will be charged a penalty \$10 per field per day, to be billed monthly at the conclusion of the month and within 30 days.
- 8. The ORGANIZATION must submit a Facility Use Application for Athletic Fields to the Parks and Recreation Services Division, no less than two (2) weeks prior to the first date requested. Dates and times are subject to availability. Once the dates are determined, a permit will be issued.
- 9. All schedule changes shall be City approved and made by the ORGANIZATION by email to City's Parks and Recreation Services Division by the Wednesday of the previous permit week by the designated ORGANIZATION contact person. In the event of a non-cancelled scheduled use involving lights, the ORGANIZATION shall be billed for the full amount of the light cost for the scheduled time period.

- 10. The ORGANIZATION is responsible for staffing costs at a rate of \$30 per hour for any request for the use of fields and facilities that are not specifically outlined in the permit.
- 11. ORGANIZATION agrees to follow all local, county, and State health guidelines for indoor and outdoor youth sports activities, to help stop the spread of illnesses, viruses, and communicable diseases.
- 12. For opening/closing day ceremonies, CITY will provide two (2) canopies, a 2-speaker PA system that includes a microphone, twenty-four (24) chairs, US/CA flag, and a podium.
- 13. ORANIZATION will have a one-time use of a City facility (subject to availability) for a fundraising event. Facility use fees for said facility and deposit will be waived. If the fundraising event will require alcohol, the event must be 21 years and older, and the security fees will be charged. The ORGANIZATION is responsible for the cost of any damage to the facility, and must comply with the policies of the facility. Reservations of facility may be made up to one (1) year in advance.
- 14. With the City's prior approval, ORGANIZATION will be able to host fundraiser tournaments. ORGANIZATION will be responsible for City staffing fees, at a rate of \$30 per hour that will be covered by the money raised. ORGANIZATION will be responsible for maintenance of facilities. Additionally, ORGANIZATION will be responsible for the field prep fees.
- 15. Requests for Sunday use, except when fall season is regularly played on Sundays, which is outside of traditional use, must be made a minimum of two (2) weeks in advance and is subject to availability. ORGANIZATION is responsible for staffing fees at a rate of \$30 per hour.
- 16. Closure of Fields Fields may be scheduled for closure and rehabilitation to allow for recovery due to heavy usage. The dates and times of closure to be determined by both the Community Services and Public Works Departments.
- 17. There will be no use of CITY athletic fields when facilities are unplayable due to rain or other conditions. Public Works staff will determine whether fields can be used after rain.
- 18. Any damages to the Subject Facilities or appurtenant CITY facilities caused by ORGANIZATION or its use of the Subject Facilities, or damages to CITY equipment, will be ORGANIZATION's responsibility to replace or repair. In the event ORGANIZATION fails or refuses to replace or repair damage, CITY may cause such replacement and/or repair to be undertaken and ORGANIZATION agrees to reimburse CITY for the costs incurred to do so.
- 19. CITY will not provide keys and/or alarms to ORGANIZATION. CITY will assign City staff during season hours, who will supervise facilities and grant facility access to ORGANIZATION.

- 20. Vehicles are not allowed on a park without advance written approval by the Community Services Department. Vehicles must follow all posted signs, rules and regulations, including, but not limited to, parking restrictions (red zones, staff parking, accessible parking). Temporary reservation of parking spaces is allowed, but must be monitored by ORGANIZATION. Any temporary signage must be neat, clean, and free of any wear and tear or vandalism.
- 21. No power vehicles/equipment other than City operated are permitted on the fields.
- 22. Vehicles are not allowed on a park without advance written approval by the Community Services Department. Vehicles must follow all posted signs, rules and regulations, including, but not limited to, parking restrictions (red zones, staff parking, accessible parking). Temporary reservation of parking spaces is allowed, but must be monitored by ORGANIZATION. Any temporary signage must be neat, clean, and free of any wear and tear or vandalism.
- 23. City will not be held responsible for loss, damage or theft of equipment or personal articles owned, leased or rented by the ORGANIZATION and stored on City property.

#### **EXHIBIT B - FACILITY USE REQUIREMENTS**

CITY must receive the following in order for ORGANIZATION to begin using the Subject Facilities:

- A. Facility Rental Application(s)
- B. Payment in the amount of \$2,000 for per calendar year (amount does not include field usage outside of the approved dates on permit, penalty fees, or fees incurred from facility rentals) is due six (6) weeks after the commencement of the season.
- C. 501(c)(3) designation from the I.R.S. or a nonprofit designation of good/active standing from the California Franchise Tax Board and/or the California Secretary of State.
- D. Complete list of names, addresses and telephone numbers of the current Board of Directors or other responsible persons of ORGANIZATION.
- E. Name and contact information of ORGANIZATION's liaison or designee who will work directly with designated City staff. All correspondence will be made through liaison. Requests made by any other member of the organization will not be honored until confirmation has been received by liaison or designee.
- F. Master calendar of events to include:
  - Practice dates & times (including team/coach name)
  - Game dates & times (including team names)
  - Meetings dates & times (meeting dates to include board meetings, umpire clinics, president's meetings, parent meetings, coach meetings, team parent meetings, etc.)
  - Opening Day/Closing Ceremony dates & times
  - Picture dates & times
- G. Additional dates for the following must be submitted no less than six (6) weeks prior to the date (subject to facility availability):
  - Tournaments
  - All-star team practices or games
  - Special events (movie nights, trunk-or-treats, fundraising events)
- H. One copy of the Certificate of Insurance (\$2 million liability) listing CITY as an additional insured and a copy of the policy endorsement including verbiage verifying CITY is named as an additional insured.
- I. Semi-annual financial statement for periods ending June 30<sup>th</sup> and December 31<sup>st</sup>. (CITY may request additional documents in support of the financial statement.)
- J. A roster identifying the city of residence of each player.

The above requested documents must be submitted at least two (2) weeks prior to use (unless specified otherwise above). If the documents are not submitted in a timely fashion, CITY may withhold use of the Subject Facilities.

#### **EXHIBIT C - ORGANIZATION'S RESPONSIBILITIES**

- A. ORGANIZATION must obtain and provide proof of required health permits to operate and handle food from concession stand/kitchen.
- B. ORGANIZATION shall follow all local, county, and State health guidelines for indoor and outdoor youth sports activities, to help stop the spread of illnesses, viruses, and communicable diseases.
- C. ORGANIZATION is responsible for regulating the conduct of its board members, coaches, players, and parents while using the Subject Facilities.
- D. No power vehicles/equipment other than City operated are permitted on the field
- E. ORGANIZATION agrees that in order to ensure a safe sports program and to protect participants, the ORGANIZATION will conduct criminal background checks at the ORGANIZATION'S expense on all volunteers, 18 years and older, who will be in a position to supervise youth under 18 years of age or vulnerable adults. ORGANIZATION also agrees that failure of an individual to submit to a required criminal background check will result in prohibiting said individual from coaching and/or supervising children or vulnerable adults. ORGANIZATION agrees to make every effort to prevent an individual with a history of dangerous criminal behavior from having contact with children or vulnerable adults who are participating in the League.
- F. Any documents, photo copies, or scans, must be done on ORGANIZATION equipment and at the ORGANIZATION'S expense.
- G. Any organization mail shall be made to the ORGANIZATION'S PO Box, or headquarter mailing address that is not a City address.
- H. ORGANIZATION shall provide the personnel necessary to supervise and conduct the activities as set forth in this AGREEMENT at the Subject Facilities, and shall furnish and supply any and all equipment and material, which may be necessary for such activities conducted at the Subject Facilities. Athletic Field Lining and Marking must be done with prior written approval of CITY.

#### EXHIBIT D - MAINTENANCE, INSPECTION, IMPROVEMENTS, AND SIGNAGE

#### **MAINTENANCE**

- A. ORGANIZATION shall be responsible for all damages or injury to property or equipment caused by ORGANIZATION, its agents, employees, volunteers, participants and/or any other individual at the Subject Facilities during ORGANIZATION's use of the Subject Facilities.
- B. All maintenance such as field preparation to include lining of the fields, marking of the fields and setup of temporary equipment will be performed by ORGANIZATION.
- C. ORGANIZATION is responsible for the facility being free of trash and/or debris caused by group usage upon conclusion of each day's use.
- D. ORGANIZATION is responsible for the daily maintenance and cleaning of the storage area, office, and concession area (including snack bar & kitchen).
- E. ORGANIZATION is required to report any damage to persons or property or acts of vandalism to CITY immediately. Any equipment that is owned by ORGANIZATION shall be maintained by the ORGANIZATION at the ORGANIZATION'S expense. Any equipment that is owned by the CITY shall be maintained by the CITY.
- F. ORGANIZATION is required to leave the concession area (including snack bar & kitchen) neat and clean upon the conclusion of the season in preparation for turnover to any other sports organization or CITY.

#### **INSPECTION**

- A. ORGANIZATION and CITY shall conduct a joint safety walk to inspect the Subject Facilities prior to each use by ORGANIZATION to ensure that it is free from any defects and/or hazards that may pose a danger to participants, spectators and/or any other person who is at the Subject Facilities as part of ORGANIZATION's use of the Subject Facilities. ORGANIZATION shall immediately notify CITY of any defect or hazard identified so that CITY has sufficient time to warn of the defect or hazard and/or remediate the defect or hazard prior to ORGANIZATION's use of the Subject Facilities. ORGANIZATION agrees that should it fail to conduct any such inspection and/or fail to timely notify CITY of any defect or hazard identified, ORGANIZATION shall be solely responsible for any damage or injury, whether to persons or property, arising from the defect or hazard.
- B. CITY shall have the right to enter the Subject Facilities utilized hereunder as needed. However, CITY's exercise of the right to enter shall not create any duty on the part of CITY to inspect the Subject Facilities for defects or hazards under section A herein.

#### **IMPROVEMENTS**

- A. The removal, alteration, or addition to any facility or grounds must be approved and performed by CITY. This shall include any proposed changes that would alter the design or appearance of the existing landscape of the Subject Facilities. No trees, shrub, or ground covers shall be planted, trimmed or removed without written consent from CITY.
- B. Any requests to modify or improve park fields and facilities shall be submitted for approval to the Parks & Recreation Services Division, at least sixty (60) days prior to the date of any proposed changes.
- C. Assistance by ORGANIZATION, its agents, employees, or its participants with any such removal, alteration, addition, or painting shall be solely at the discretion and with prior written consent of CITY.
- D. Nothing in this section shall be interpreted as prohibiting the normal maintenance of the facility by ORGANIZATION as specified herein.
- E. All alterations and additions to the Subject Facilities or surrounding grounds shall be the property of CITY.

#### **SIGNAGE**

No signs shall be raised on the Subject Facilities described herein unless written approval is obtained from CITY. Such a request for approval shall be directed to the Parks & Recreation Services Division. No sponsor advertising sign shall be installed on buildings or grounds without the prior written consent of CITY. Banners/advertising may only be displayed during the season; however, banners displaying registration information, may be posted prior to the beginning of the season. Any banners that are damaged, vandalized, or outdated (dates have passed), must be removed by ORGANIZATION in a timely manner. Temporary reservation of parking spaces is allowed but must be monitored by ORGANIZATION. Any temporary signage must be neat, clean, and free of any wear and tear or vandalism.



#### **USE AGREEMENT FOR ATHLETIC FIELDS & FACILITIES**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_\_, 2023 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation (hereinafter referred to as "CITY") and METROPOLITAN LITTLE LEAGUE, (hereinafter referred to as "ORGANIZATION").

#### **RECITALS:**

- A. It is CITY's desire to serve the public interest of the community by providing a program of organized youth sports; and
- B. It is the CITY's desire to partner with a youth sports non-profit organization that has an "Everyone Plays" philosophy where registration is open and non-exclusive to any youth in the community; and
- C. The goal and purpose of ORGANIZATION is to provide a baseball/softball sports program to the youth of the community.
- D. In consideration of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

#### 1. TERM OF AGREEMENT

This AGREEMENT shall remain in effect through January 31, 2026, unless terminated earlier at any time by either party giving to the other party at least thirty (30) days written notice of termination. The term of this AGREEMENT may be extended for up to two additional one-year periods upon mutual agreement of the parties.

#### 2. USE OF PREMISES

- A. CITY grants ORGANIZATION the right to use the following locations ("Subject Facilities"), subject to the terms and conditions of this Agreement:
  - Lake Center Athletic Park, located at 11641 Florence Avenue.
  - Betty Wilson Center, located at 11641 Florence Avenue, limited to the use of the food & beverage concession area (including snack bar & kitchen), and the adjoining west Library room.
  - Santa Fe Springs Athletic Fields, located at 10068 Pioneer Boulevard in Santa Fe Springs, and

- The field at Lakeview Park, located at 10225 Jersey Avenue in Santa Fe Springs.
- B. Use of the Subject Facilities is subject to the procedures, rules, and requirements set forth in the following exhibits attached to this AGREEMENT and incorporated herein by this reference:

Exhibit A: Facility Use Procedures and Rules

Exhibit B: Facility Use Requirements

Exhibit C: Organization's Responsibilities

Exhibit D: Maintenance, Inspection, Improvements, and Signage

These procedures, rules, and requirements are subject to revision from time to time by the CITY. CITY shall provide a copy of any revised exhibits to ORGANIZATION and such revised exhibit shall govern and replace the attached and be incorporated herein.

- C. ORGANIZATION shall not permit the Subject Facilities or any part thereof to be used for:
  - 1. The conduct of any offensive, noisy or dangerous activity.
  - 2. The creation or maintenance of a public nuisance.
  - 3. Anything which fails to comply with public regulations or rules of any public authority at any time, applicable to the Subject Facility; or
  - 4. Any purpose or in any manner which will obstruct, interfere with or infringe upon the rights of the residents of adjoining properties.

#### 3. REVOCATION

Any violation of this AGREEMENT by ORGANIZATION and/or any league run by ORGANIZATION using the Subject Facilities, may result in the immediate loss of use of the Subject Facilities. ORGANIZATION is responsible for payment of all costs and damages incurred by CITY relating to ORGANIZATION's failure to adhere to the terms of this AGREEMENT.

#### 4. **LEGAL COMPLIANCE**

ORGANIZATION shall keep itself informed of City, State and Federal Laws, ordinances and regulations, which in any manner affect the performance of its activities pursuant to this AGREEMENT. ORGANIZATION shall at all times observe and comply with all such laws, ordinances and regulations. Neither CITY, nor its officers, volunteers, attorneys, agents or employees shall be liable at law or in equity as a result of ORGANIZATION's failure to comply with this section.

#### 5. NO EXCLUSIVE RIGHT; NO TRANSFERABILITY

This AGREEMENT does not give the ORGANIZATION any right to the exclusive use of the Subject Facilities, restrooms, or any other public facility. ORGANIZATION agrees that the rights herein granted **shall not** be assigned to or transferable to any persons, teams, organizations, or leagues.

All alterations and additions to the Subject Facilities or surrounding grounds shall become the property of CITY. Nothing contained in this paragraph shall authorize ORGANIZATION to make or place any alterations, changes or improvements on the Subject Facilities without the prior written consent of CITY.

#### 6. NOTICE

All notices respecting this AGREEMENT shall be served by certified mail, postage prepaid, addressed as follows:

To CITY: City of Santa Fe Springs

Community Services Department

Attention: Director of Community Services

9255 S. Pioneer Boulevard Santa Fe Springs, CA 90670

To ORGANIZATION: Metropolitan Little League

Attention: President, Blake Carter

11641 Florence Ave.

Santa Fe Springs, CA 90670

Notice shall be deemed to have been served seventy-two (72) hours after the same has been deposited in the United States Postal Service.

#### 7. ATTORNEYS FEES

Should any litigation or other legal action be commenced between the parties hereto to interpret or enforce the provisions of this AGREEMENT, in addition to any other relief to which the party may be entitled in law or equity, the prevailing party in such litigation or legal action shall be entitled to recover costs of suit and reasonable attorney's fees.

#### 8. GOVERNING LAW

This AGREEMENT will be governed by and constructed in accordance with the laws of the State of California.

#### 9. ASSIGNMENT

Neither this AGREEMENT nor any duties, rights or obligations under this AGREEMENT may be assigned by ORGANIZATION, either voluntarily or by operation of law without the express written consent of CITY.

#### 10. INSURANCE

- A. ORGANIZATION shall maintain insurance throughout the term of this Agreement in conformance with the requirements set forth below. ORGANIZATION will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, ORGANIZATION agrees to amend, supplement or endorse the existing coverage to do so.
- B. ORGANIZATION acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required (\$2 million). Any insurance proceeds available to ORGANIZATION in excess of the limits and coverage identified in this AGREEMENT and which is applicable to a given loss, claim or demand, will be equally available to CITY.
- C. ORGANIZATION shall provide the following types and amounts of insurance:

<u>Commercial General Liability Insurance</u>: ORGANIZATION shall maintain commercial general liability insurance including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations. The limits of ORGANIZATION's insurance shall apply to this Agreement as if set forth herein, but in no event shall provide combined single limits of coverage of not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate. There shall be no cross liability exclusion for claims or suits by one insured against another.

- D. Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII, and shall comply with the following:
- ORGANIZATION agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insured CITY, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or similarly worded endorsement. ORGANIZATION also agrees to require all contractors, and subcontractors to do likewise.
- 2. No liability insurance coverage provided to comply with this AGREEMENT shall prohibit ORGANIZATION, or ORGANIZATION's employees, or agents, from waiving the right of subrogation prior to a loss. ORGANIZATION agrees to waive subrogation rights against CITY regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
- 3. All insurance coverage and limits provided by Contractor and available or applicable to this AGREEMENT are intended to apply to the full extent of the policies. Nothing contained in this AGREEMENT or any other agreement relating to CITY or its operations limits the application of such insurance coverage.
- 4. None of the coverage required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

- 5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
- 6. All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. ORGANIZATION shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.
- 7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverage required and an additional insured endorsement to ORGANIZATION's general liability policy, shall be delivered to CITY at or prior to the execution of this AGREEMENT. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, CITY has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by CITY shall be charged to and promptly paid by ORGANIZATION or deducted from sums due ORGANIZATION, at CITY option.
- 8. Certificate(s) are to reflect that the insurer will provide 30 days notice to CITY of any cancellation of coverage. ORGANIZATION agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "attempt" (as opposed to being required) to comply with the requirements of the certificate.
- 9. It is acknowledged by the parties of this AGREEMENT that all insurance coverage required to be provided by ORGANIZATION or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or selfinsurance available to CITY. ORGANIZATION shall ensure that each policy of insurance required herein reflects this AGREEMENT and is written into each policy.
- 10. ORGANIZATION agrees to ensure that its sub consultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by ORGANIZATION, provide the same minimum insurance coverage required of ORGANIZATION. ORGANIZATION agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section.
- 11. ORGANIZATION agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein. If ORGANIZATION's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to CITY. At that time CITY shall review options with ORGANIZATION, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions. To the extent CITY agrees to any deductible or self-insured retention under any policy required under this AGREEMENT to which CITY is named as an additional insured, ORGANIZATION shall be required to modify the policy to permit CITY to satisfy the deductible or self-

- insured retention in the event ORGANIZATION is unable or unwilling to do so as a means to ensure CITY can avail itself to the coverage provided under each policy.
- 12. CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving ORGANIZATION ninety (90) days advance written notice of such change. If such change results in substantial additional cost to ORGANIZATION, CITY will negotiate additional compensation proportional to the increased benefit to CITY.
- 13. For purposes of applying insurance coverage only, this AGREEMENT will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this AGREEMENT.
- 14. ORGANIZATION acknowledges and agrees that any actual or alleged failure on the part of CITY to inform ORGANIZATION of non-compliance with any insurance requirement in no way imposes any additional obligations on CITY nor does it waive any rights hereunder in this or any other regard.
- 15. ORGANIZATION will renew the required coverage annually as long as CITY, or its employees or agents face an exposure from operations of any type pursuant to this AGREEMENT. This obligation applies whether or not the AGREEMENT is canceled or terminated for any reason. Termination of this obligation is not effective until CITY executes a written statement to that effect.
- 16. ORGANIZATION shall provide proof that policies of insurance required herein expiring during the term of this AGREEMENT have been renewed or replaced with other policies providing at least the same coverage and upon the same terms and conditions herein. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from ORGANIZATION's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to CITY within five days of the expiration of the coverage.
- 17. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements, or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 18. These insurance requirements are intended to be separate and distinct from any other provision in this AGREEMENT and are intended by the parties here to be interpreted as such.
- 19. The requirements in this Section supersede all other sections and provisions of this AGREEMENT to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
- 20. ORGANIZATION agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge CITY or

ORGANIZATION for the cost of additional insurance coverage required by this AGREEMENT. Any such provisions are to be deleted with reference to CITY. It is not the intent of CITY to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto.

E. ORGANIZATION agrees to provide immediate notice to CITY of any claim or loss against ORGANIZATION arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

#### 11. INDEMNIFICATION

ORGANIZATION shall indemnify, defend, and hold harmless CITY, its City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, claims, allegations, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, economic loss, death, illness, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for ORGANIZATION's obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from or relating in any way to ORGANIZATION'S use of the Subject Facilities. It is further agreed, ORGANIZATION's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent active or passive negligence on the part of CITY, its City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting from the sole negligence or willful misconduct of CITY, its officers, employees or agents relating to ORGANIZATION's use of the Subject Facility under this AGREEMENT. In the event CITY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the use encompassed by this AGREEMENT, and upon demand by CITY, ORGANIZATION shall have an immediate duty to defend CITY at ORGANIZATION's cost or at CITY's option, to reimburse CITY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

#### 12. ACKNOWLEDGEMENT RELATING TO CORONAVIRUS/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is understood to be extremely contagious and is believed to be spread from person-to-person contact and contaminated surfaces/objects. People reportedly can become infected and show no symptoms and therefore, spread the disease. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The CITY has put in place preventative measures to reduce the spread of COVID-19; however, the CITY cannot guarantee that participants will not become exposed to or infected with COVID-19 while participating in activities in an CITY park or CITY facility. Further, participating in said activities may increase a person's risk and of contracting COVID-19.

By signing the agreement, the ORGANIZATION acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk of exposure to or infection by COVID-19 by its use of the Specific Facilities, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. The ORGANIZATION further agrees and acknowledges that the Indemnification obligations set forth in Section 11 shall apply to any COVID-19 related liability, claims, allegations, damages and expenses.

#### 13. <u>INDEPENDENT CONTRACTOR</u>

Volunteer administrators, volunteer coaches, parents, contractors, employees and/or officers and directors of ORGANIZATION shall not be deemed to be employees or agents of CITY as a result of the performance of this AGREEMENT.

#### 14. ENTIRE AGREEMENT OF THE PARTIES

This AGREEMENT supersedes any and all agreements, either oral or written, between the parties hereto with respect to the use of the Subject Facility by ORGANIZATION and contains all of the covenants and conditions between the parties with respect to the use of the Subject Facility. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this AGREEMENT has been made by the parties. Unless otherwise provided in this AGREEMENT, modification of this AGREEMENT can only be made in writing, signed by both parties to this AGREEMENT.

#### 15. **COUNTERPARTS**

This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

#### 16. AUTHORITY TO EXECUTE THIS AGREEMENT

The persons executing this AGREEMENT on behalf of the parties warrants and represents that they have the authority to execute this AGREEMENT on behalf of said parties and has the authority to bind the parties to the provisions of this AGREEMENT.

#### 17. ELECTRONIC SIGNATURES

The parties acknowledge and agree that execution of this AGREEMENT by electronic signatures or electronic transmittal of signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

[If ORGANIZATION is a corporation, two signatures are required: Signature 1 – the Chairperson of the Board, the President, or any Vice President; Signature 2 – the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer (Corp. Code § 313).]

# METROPOLITAN LITTLE LEAGUE

By:	Ву:
(Signature)	(Signature)
(Print Name)	(Print Name)
(Title)	(Title)
CITY OF SANTA FE SPRINGS	
Juanita Martin Mayor	
ATTEST:	
Janet Martinez, CMC City Clerk	
APPROVED AS TO FORM:	
Ivy M. Tsai City Attorney	

#### **EXHIBIT A – FACILITY USE PROCEDURES AND RULES**

- 1. Permits for Athletic Fields are issued to the general public six (6) months prior to the allocation period. The allocation periods are as follows:
  - July-December: Permits issued in January of same year
  - January-June: Permits issued in July of previous year
- 2. The CITY recognizes that schedules may not be completed six (6) months in advance; therefore, it is the ORAGANIZATION'S responsibility to inform the CITY of general use dates six (6) months in advance. (i.e., Sundays beginning in August through December).
- 3. The ORGANIZATION must then submit a Facility Use Application for Athletic Fields to the PRS Division, no less than six (6) weeks prior to the first date requested. Once the dates are determined, a permit will be issued.
- 4. Business Days are considered Monday through Thursday, 9 a.m. to 8 p.m., and Friday, 9 a.m. to 5 p.m.
- A Cancellation is defined as when a permit is issued for the field and the ORGANIZATION contacts the CITY informing them that the permit for a day is no longer needed. Cancellations must be made no less than seventy-two (72) hours in advance.
- 6. A Schedule Adjustment is defined as when a permit is issued, and the ORGANIZATION is requesting a longer or shorter hours of duration. Schedule adjustments must be made no less than five (5) business days in advance.
- 7. A No-Show for Permit is defined as when a permit is issued and the ORGANIZATION fails to show, and organized games/practices are not held on the said field, and the ORGANIZATION fails to notify the CITY a minimum of seventy-two (72) hours in advance. After the 3rd no-show, and any no-show thereafter, the ORGANIZATION will be charged a penalty \$10 per field per day, to be billed monthly at the conclusion of the month and within 30 days.
- 8. The ORGANIZATION must submit a Facility Use Application for Athletic Fields to the Parks and Recreation Services Division, no less than two (2) weeks prior to the first date requested. Dates and times are subject to availability. Once the dates are determined, a permit will be issued.
- 9. All schedule changes shall be City approved and made by the ORGANIZATION by email to City's Parks and Recreation Services Division by the Wednesday of the previous permit week by the designated ORGANIZATION contact person. In the event of a non-cancelled scheduled use involving lights, the ORGANIZATION shall be billed for the full amount of the light cost for the scheduled time period.

- 10. The ORGANIZATION is responsible for staffing costs at a rate of \$30 per hour for any request for the use of fields and facilities that are not specifically outlined in the permit.
- 11. ORGANIZATION agrees to follow all local, county, and State health guidelines for indoor and outdoor youth sports activities, to help stop the spread of illnesses, viruses, and communicable diseases.
- 12. For opening/closing day ceremonies, CITY will provide two (2) canopies, a 2-speaker PA system that includes a microphone, twenty-four (24) chairs, US/CA flag, and a podium.
- 13. ORANIZATION will have a one-time use of a City facility (subject to availability) for a fundraising event. Facility use fees for said facility and deposit will be waived. If the fundraising event will require alcohol, the event must be 21 years and older, and the security fees will be charged. The ORGANIZATION is responsible for the cost of any damage to the facility, and must comply with the policies of the facility. Reservations of facility may be made up to one (1) year in advance.
- 14. With the City's prior approval, ORGANIZATION will be able to host fundraiser tournaments. ORGANIZATION will be responsible for City staffing fees, at a rate of \$30 per hour that will be covered by the money raised. ORGANIZATION will be responsible for maintenance of facilities. Additionally, ORGANIZATION will be responsible for the field prep fees.
- 15. Requests for Sunday use, except when fall season is regularly played on Sundays, which is outside of traditional use, must be made a minimum of two (2) weeks in advance and is subject to availability. ORGANIZATION is responsible for staffing fees at a rate of \$30 per hour.
- 16. Closure of Fields Fields may be scheduled for closure and rehabilitation to allow for recovery due to heavy usage. The dates and times of closure to be determined by both the Community Services and Public Works Departments.
- 17. There will be no use of CITY athletic fields when facilities are unplayable due to rain or other conditions. Public Works staff will determine whether fields can be used after rain.
- 18. Any damages to the Subject Facilities or appurtenant CITY facilities caused by ORGANIZATION or its use of the Subject Facilities, or damages to CITY equipment, will be ORGANIZATION's responsibility to replace or repair. In the event ORGANIZATION fails or refuses to replace or repair damage, CITY may cause such replacement and/or repair to be undertaken and ORGANIZATION agrees to reimburse CITY for the costs incurred to do so.
- 19. CITY will not provide keys and/or alarms to ORGANIZATION. CITY will assign City staff during season hours, who will supervise facilities and grant facility access to ORGANIZATION.

- 20. Vehicles are not allowed on a park without advance written approval by the Community Services Department. Vehicles must follow all posted signs, rules and regulations, including, but not limited to, parking restrictions (red zones, staff parking, accessible parking). Temporary reservation of parking spaces is allowed, but must be monitored by ORGANIZATION. Any temporary signage must be neat, clean, and free of any wear and tear or vandalism.
- 21. No power vehicles/equipment other than City operated are permitted on the fields.
- 22. Vehicles are not allowed on a park without advance written approval by the Community Services Department. Vehicles must follow all posted signs, rules and regulations, including, but not limited to, parking restrictions (red zones, staff parking, accessible parking). Temporary reservation of parking spaces is allowed, but must be monitored by ORGANIZATION. Any temporary signage must be neat, clean, and free of any wear and tear or vandalism.
- 23. City will not be held responsible for loss, damage or theft of equipment or personal articles owned, leased or rented by the ORGANIZATION and stored on City property.

#### **EXHIBIT B - FACILITY USE REQUIREMENTS**

CITY must receive the following in order for ORGANIZATION to begin using the Subject Facilities:

- A. Facility Rental Application(s)
- B. Payment in the amount of \$2,000 for per calendar year (amount does not include field usage outside of the approved dates on permit, penalty fees, or fees incurred from facility rentals) is due six (6) weeks after the commencement of the season.
- C. 501(c)(3) designation from the I.R.S. or a nonprofit designation of good/active standing from the California Franchise Tax Board and/or the California Secretary of State.
- D. Complete list of names, addresses and telephone numbers of the current Board of Directors or other responsible persons of ORGANIZATION.
- E. Name and contact information of ORGANIZATION's liaison or designee who will work directly with designated City staff. All correspondence will be made through liaison. Requests made by any other member of the organization will not be honored until confirmation has been received by liaison or designee.
- F. Master calendar of events to include:
  - Practice dates & times (including team/coach name)
  - Game dates & times (including team names)
  - Meetings dates & times (meeting dates to include board meetings, umpire clinics, president's meetings, parent meetings, coach meetings, team parent meetings, etc.)
  - Opening Day/Closing Ceremony dates & times
  - Picture dates & times
- G. Additional dates for the following must be submitted no less than six (6) weeks prior to the date (subject to facility availability):
  - Tournaments
  - All-star team practices or games
  - Special events (movie nights, trunk-or-treats, fundraising events)
- H. One copy of the Certificate of Insurance (\$2 million liability) listing CITY as an additional insured and a copy of the policy endorsement including verbiage verifying CITY is named as an additional insured.
- I. Semi-annual financial statement for periods ending June 30<sup>th</sup> and December 31<sup>st</sup>. (CITY may request additional documents in support of the financial statement.)
- J. A roster identifying the city of residence of each player.

The above requested documents must be submitted at least two (2) weeks prior to use (unless specified otherwise above). If the documents are not submitted in a timely fashion, CITY may withhold use of the Subject Facilities.

#### **EXHIBIT C - ORGANIZATION'S RESPONSIBILITIES**

- A. ORGANIZATION must obtain and provide proof of required health permits to operate and handle food from concession stand/kitchen.
- B. ORGANIZATION shall follow all local, county, and State health guidelines for indoor and outdoor youth sports activities, to help stop the spread of illnesses, viruses, and communicable diseases.
- C. ORGANIZATION is responsible for regulating the conduct of its board members, coaches, players, and parents while using the Subject Facilities.
- D. No power vehicles/equipment other than City operated are permitted on the field
- E. ORGANIZATION agrees that in order to ensure a safe sports program and to protect participants, the ORGANIZATION will conduct criminal background checks at the ORGANIZATION'S expense on all volunteers, 18 years and older, who will be in a position to supervise youth under 18 years of age or vulnerable adults. ORGANIZATION also agrees that failure of an individual to submit to a required criminal background check will result in prohibiting said individual from coaching and/or supervising children or vulnerable adults. ORGANIZATION agrees to make every effort to prevent an individual with a history of dangerous criminal behavior from having contact with children or vulnerable adults who are participating in the League.
- F. Any documents, photo copies, or scans, must be done on ORGANIZATION equipment and at the ORGANIZATION'S expense.
- G. Any organization mail shall be made to the ORGANIZATION'S PO Box, or headquarter mailing address that is not a City address.
- H. ORGANIZATION shall provide the personnel necessary to supervise and conduct the activities as set forth in this AGREEMENT at the Subject Facilities, and shall furnish and supply any and all equipment and material, which may be necessary for such activities conducted at the Subject Facilities. Athletic Field Lining and Marking must be done with prior written approval of CITY.

#### EXHIBIT D - MAINTENANCE, INSPECTION, IMPROVEMENTS, AND SIGNAGE

#### **MAINTENANCE**

- A. ORGANIZATION shall be responsible for all damages or injury to property or equipment caused by ORGANIZATION, its agents, employees, volunteers, participants and/or any other individual at the Subject Facilities during ORGANIZATION's use of the Subject Facilities.
- B. All maintenance such as field preparation to include lining of the fields, marking of the fields and setup of temporary equipment will be performed by ORGANIZATION.
- C. ORGANIZATION is responsible for the facility being free of trash and/or debris caused by group usage upon conclusion of each day's use.
- D. ORGANIZATION is responsible for the daily maintenance and cleaning of the storage area, office, and concession area (including snack bar & kitchen).
- E. ORGANIZATION is required to report any damage to persons or property or acts of vandalism to CITY immediately. Any equipment that is owned by ORGANIZATION shall be maintained by the ORGANIZATION at the ORGANIZATION'S expense. Any equipment that is owned by the CITY shall be maintained by the CITY.
- F. ORGANIZATION is required to leave the concession area (including snack bar & kitchen) neat and clean upon the conclusion of the season in preparation for turnover to any other sports organization or CITY.

#### **INSPECTION**

- A. ORGANIZATION and CITY shall conduct a joint safety walk to inspect the Subject Facilities prior to each use by ORGANIZATION to ensure that it is free from any defects and/or hazards that may pose a danger to participants, spectators and/or any other person who is at the Subject Facilities as part of ORGANIZATION's use of the Subject Facilities. ORGANIZATION shall immediately notify CITY of any defect or hazard identified so that CITY has sufficient time to warn of the defect or hazard and/or remediate the defect or hazard prior to ORGANIZATION's use of the Subject Facilities. ORGANIZATION agrees that should it fail to conduct any such inspection and/or fail to timely notify CITY of any defect or hazard identified, ORGANIZATION shall be solely responsible for any damage or injury, whether to persons or property, arising from the defect or hazard.
- B. CITY shall have the right to enter the Subject Facilities utilized hereunder as needed. However, CITY's exercise of the right to enter shall not create any duty on the part of CITY to inspect the Subject Facilities for defects or hazards under section A herein.

#### **IMPROVEMENTS**

- A. The removal, alteration, or addition to any facility or grounds must be approved and performed by CITY. This shall include any proposed changes that would alter the design or appearance of the existing landscape of the Subject Facilities. No trees, shrub, or ground covers shall be planted, trimmed or removed without written consent from CITY.
- B. Any requests to modify or improve park fields and facilities shall be submitted for approval to the Parks & Recreation Services Division, at least sixty (60) days prior to the date of any proposed changes.
- C. Assistance by ORGANIZATION, its agents, employees, or its participants with any such removal, alteration, addition, or painting shall be solely at the discretion and with prior written consent of CITY.
- D. Nothing in this section shall be interpreted as prohibiting the normal maintenance of the facility by ORGANIZATION as specified herein.
- E. All alterations and additions to the Subject Facilities or surrounding grounds shall be the property of CITY.

#### **SIGNAGE**

No signs shall be raised on the Subject Facilities described herein unless written approval is obtained from CITY. Such a request for approval shall be directed to the Parks & Recreation Services Division. No sponsor advertising sign shall be installed on buildings or grounds without the prior written consent of CITY. Banners/advertising may only be displayed during the season; however, banners displaying registration information, may be posted prior to the beginning of the season. Any banners that are damaged, vandalized, or outdated (dates have passed), must be removed by ORGANIZATION in a timely manner. Temporary reservation of parking spaces is allowed but must be monitored by ORGANIZATION. Any temporary signage must be neat, clean, and free of any wear and tear or vandalism.

### City of Santa Fe Springs

**City Council Meeting** 

January 24, 2023

#### CONSENT AGENDA

Authorize the Director of Purchasing Services to Enter Into a Master Lease
Financing Agreement with Banc of America, National Association or Designee for
the Purchase of Department of Fire-Rescue Apparatus and Equipment

#### RECOMMENDATION

- Authorize the Director of Purchasing Services to enter into a Master Lease Financing agreement with Banc of America, National Association or Designee with a 7-year term at an interest rate of 3.47% with annual payments that will provide for complete ownership of the apparatus/equipment at the end of the 7-year lease
- Affirm that the City of Santa Fe Springs is Bank Qualified for this transaction.

#### **BACKGROUND**

The City Council approved in the Fiscal Year 2022-23 budget for the lease-purchase of two (2) Fire Engines for the Department of Fire-Rescue totaling \$2,220,000.

Proposals were solicited for the lease-financing arrangement in the amount of \$2,220,000. Below are the proposals received, itemized by the total payments over the seven (7) year term. Total payments include interest and all fees to originate the loan.

<u>Name</u>	<u>Total Payments</u>
Banc of America, NA (or designee)	\$2,515,766.21
Republic First National	\$2,604,571.48
Holman Capital Corporation	\$2,615,174.90
Government Capital Corporation	\$2,638,804.00
Bank of the West	\$2,655,484.16

Funds may be held in escrow until paid to the vendor(s) for the purchase of the Fire apparatus.

The lease will provide that the lease is designated for purposes of paragraph (3) of section 265(b) of the Internal Revenue Code of 1986, and the City will represent that it, and any related City entities, will not issue more than \$10,000,000 aggregate principal amount of tax-exempt obligations during calendar year 2023. This provision means that the lease is "bank qualified", and it should result in a lower interest rate for the City.

#### **FISCAL IMPACT**

Solicitation for funding had taken place before the Engine costs were finalized. It is anticipated that we will negotiate with the low vendor Banc of America N.A. to finance the total costs of these two Engines. The two Engines are before Council for approval on a separate agenda report submitted by Fire-Rescue at this meeting.

Report Submitted By:Paul Martinez
Department of Finance and Administrative Services

Date of Report: January 19, 2023

Date of Report: January 19, 2023



#### Attachment(s):

- 1. Banc of America N.A. Proposal
- 2. Republic First National Proposal
- 3. Holman Capital Proposal
- 4. Government Capital Proposal
- 5. Bank of the West



Jill M. Forsyth Senior Vice President Global Leasing 14636 N. Scottsdale Road, Suite #250 Scottsdale, AZ 85254 T 480.624.0369 F 415.796.1301 jill.m.forsyth@BofA.com

#### SUMMARY OF TERMS AND CONDITIONS

**<u>Date</u>**: January 13, 2023

**<u>Lessee</u>**: City of Santa Fe Springs, CA ("Lessee")

**Lessor:** Banc of America, National Association or Designee ("Lessor")

**Structure:** Privately-Placed Lease Purchase with appropriation

**Amount:** Approximately \$2.2MM

**Security:** Assets being financed

**Interest Rate:** 3.47%: The rate includes a rate lock for funding on or before March 1, 2023.

Subject to Council action, this rate must be locked prior to January 19, 2023 via an email that indicates that Lessor is being recommended for an award. If the

rate is not locked, it is subject to change based on market conditions.

**Payments:** Pricing was based on funding with the annual payments in arrears. If this is

modified, changes may occur to the rate to maintain economics.

			Interest		
Date	Funding	Payment	@ 3.4700	Principal	Balance
2/28/2023	\$2,200,000.00				\$2,200,000.00
2/28/2024		\$359,395.17	\$76,340.00	\$283,055.17	\$1,916,944.83
2/28/2025		\$359,395.17	\$66,517.99	\$292,877.19	\$1,624,067.64
2/28/2026		\$359,395.17	\$56,355.15	\$303,040.03	\$1,321,027.61
2/28/2027		\$359,395.17	\$45,839.66	\$313,555.51	\$1,007,472.10
2/28/2028		\$359,395.17	\$34,959.28	\$324,435.89	\$683,036.21
2/28/2029		\$359,395.17	\$23,701.36	\$335,693.82	\$347,342.39
2/28/2030		\$359,395.17	\$12,052.78	\$347,342.39	\$0.00
	\$2,200,000.00	\$2,515,766.21	\$315,766.21	\$2,200,000.00	

<sup>&</sup>quot;Bank of America" is the marketing name used by certain Global Banking and Global Markets businesses of Bank of America Corporation. Lending, leasing, equipment finance and other commercial banking activities, and trading in certain financial instruments are performed globally by banking affiliates of Bank of America Corporation, including Bank of America, N.A., Member FDIC. Banc of America Public Capital Corp, a wholly-owned subsidiary of Bank of America, National Association, is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, with respect to any municipal financial product or issuance of municipal securities. The information provided in this document is not intended to be and should not be construed as "advice" with the meaning Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC.© 2019 Bank of America Corporation. All rights reserved.

**Placement Agent:** Public Sector Capital, LLC is acting as the placement agent and will be paid a

fee of \$5,000 at closing. This fee may be included in the financing.

**Prepayment:** Pre-payable in full after the three years at par (without penalty) on any regularly

scheduled payment date.

Governmental

**Entity Lease:** The Base Rent installments are calculated on the assumptions, and Lessee will

represent, that Lessee is a state or political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code (the "Code"), and that this transaction will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code. Lessee shall provide Lessor with such evidence as Lessor may request to substantiate and maintain such tax status. Lessee shall comply with the filing requirements

of Section 149(e) of the Code.

**End of Term:** At the expiration of the Lease Term, Lessee will own the equipment.

Opinion of Counsel: Lessee's counsel shall deliver a validity opinion to Lessor at closing in form and

substance satisfactory to Lessor. The opinion of counsel will cover that counsel has reviewed the documents and examined, approved and attached the text of the enabling resolution of Lessee's governing body authorizing Lessee to enter

into the Lease.

**Escrow Account:** If all the equipment has not been delivered, the remaining proceeds may be

deposited into an escrow account acceptable to Lessor, and disbursements made

therefrom to pay for the equipment upon execution and delivery of an acceptance certificate (and related documents) by Lessee and approved by Lessor. Bank of America can provide the escrow services for the Lessee if desired. A security interest in the escrow fund will be granted to Lessor, and

interest will accrue at the time of funding into the escrow account.

**Documentation:** A Master Lease is already in place and therefore this transaction is anticipated

to be a schedule to that master lease. A performance bond will be required if

payment for the apparatus is required prior to delivery.

<u>Credit:</u> Once awarded, the credit will be submitted to the team. Santa Fe Springs is an

existing client with a master lease in place which helps facilitate this process.

<u>Market</u>

**Disruption:** Notwithstanding anything contained herein to the contrary, in the event any

material change shall occur in the financial markets after the date of this Proposal Letter, including but not limited to any governmental action or other event which materially adversely affects the extension of credit by banks, leasing companies or other lending institutions, the Lessor may modify the indicative pricing described above.

# USA Patriot Act Compliance:

Lessee acknowledges that pursuant to the requirements of the USA Patriot Act, as amended from time to time (including as amended by the USA Freedom Act of 2015) (the "Patriot Act"), Lessor is required to obtain, verify and record information that identifies Lessee, which information includes the name and address of Lessee and other information that will allow Lessor to identify Lessee in accordance with the Patriot Act.

DATE:

<b>Proposal Expiration:</b> This proposal	will expire on Ju	ne 30, 2023 and ma	ay be re-issued at	Lessor's
discretion.				

#### **FIRM QUALIFICATIONS:** Banc of America Public Capital Corp

ACCEPTANCE: \_\_\_\_\_

Banc of America Public Capital Corp ("BAPCC") is a corporation and wholly-owned subsidiary of Bank of America, National Association, one of the world's largest financial institutions, providing a full range of banking, investing, asset management and other financial and risk management products and services. Along with Global Leasing the number one market share leader in net assets and syndicated volume among U.S. leasing companies<sup>1</sup>, BAPCC provides full-service leasing and equipment financing solutions that structure, invest in and distribute equipment financing products. BAPCC and Global Leasing have a strong combined presence in both the domestic and international markets with nearly 1,000 associates worldwide. Our team includes associates with a wide range of skills and expertise, including originators, debt and equity syndicators, pricing specialists, attorneys, equipment appraisers, credit analysts, portfolio managers, and contract administrators. These professionals ensure that our clients receive the soundest advice, the most competitive solutions, and the best execution available in the market.

In the public sector, BAPCC's Government Finance team is one of the tax-exempt industry's largest financial solutions providers with approximately \$3.35 billion in commitments serving roughly 387 clients. With its nationwide presence in the municipal equipment financing realm, the group structures, implements and distributes tax-exempt financing solutions to complement the current and long-term financial strategies of tax-exempt entities.

<sup>1</sup>2021 Monitor 100 Special Issue (August)

**ASSIGNED STAFF:** The key individuals that support the City of Santa Fe Springs on the leasing side include; Jill Forsyth and Lisa Coggi. You can see the vast experience level detailed below.

Jill M. Forsyth: Senior Vice President, Banc of America Public Capital Corp 14648 North Scottsdale Road, Suite 200; Scottsdale, AZ 85254; Phone: 480-624-0369 jill.m.forsyth@bofa.com

Jill is a Senior Vice President Banc of America Public Capital Group and is responsible for tax-exempt equipment transactions in the Western and Central portions of the US. Jill works directly with issuers including cities, counties, school districts, state governments and agencies, to structure unique solutions to finance equipment and provides master lease lines of credit. Jill has over thirty years of experience in the tax-exempt leasing industry and resides in Arizona. She joined Banc of America Leasing seventeen years ago after over 20+ years with JP Morgan Chase. Jill has received both her undergraduate and Master of Business degrees from Arizona State University.

**Lisa A. Coggi:** Senior Vice President, Banc of America Public Capital Corp 16900 Chesterfield Airport Road, Chesterfield, MO 63005; Phone: 312-537-6773 lisa.a.coggi@bofa.com

Lisa is a Senior Vice President, Transaction Management with the Banc of America Public Capital Corp ("BAPCC") Government Finance team. In that role, Lisa is responsible for acting as liaison between clients and internal BAPCC support teams. Lisa joined Banc of America in 2006 and has in excess 25 years of experience in equipment finance in lease administration, originations, relationship management and process improvement roles. Lisa has earned her Bachelor of Arts degree from Loyola University—Chicago and her Juris Doctor degree from Saint Louis University School of Law, and she is a member of the Missouri Bar.

This proposal is submitted in response to your Request for Proposals for Lease Purchase Financing of equipment, due January 16, 2023. The contents of this proposal and any subsequent discussions between us, including any and all information, recommendations, opinions, indicative pricing, quotations and analysis with respect to any municipal financial product or issuance of municipal securities, are provided to you in reliance upon the exemption provided for responses to requests for proposals or qualifications under the municipal advisor rules (the "Rules") of the Securities and Exchange Commission (240 CFR 15Ba1-1 et seq.).

The Staff of the SEC's Office of Municipal Securities has issued guidance which provides that, in order for a request for proposals to be consistent with this exemption, it must (a) identify a particular objective, (b) be open for not more than a reasonable period of time (up to six months being generally considered as reasonable), and (c) involve a competitive process (such as by being provided to at least three reasonably competitive market participants) or by being publicly posted to your official website. In submitting this proposal, we have relied upon your compliance with this guidance.

In submitting this proposal, we are not undertaking to act as a "municipal advisor" to you or any other person within the meaning of the Rules. In connection with this proposal and the transactions described herein, we are not subject to, and we hereby disclaim, any fiduciary duty to you or to any other person. We understand that you will consult with and rely on the advice of your own municipal, financial, tax, legal and other advisors as and to the extent you deem necessary in connection with your evaluation of this proposal and the transactions described herein.



2525 West State Road 114 Rochester, IN 46975

(800) 700-7878 Fax: (800) 865-8517

www.republicfirstnational.com

January 13, 2023

To: Paul Martinez From: Angie Deming

Customer: City of Santa Fe Springs

Thanks for the opportunity to give you a quote on your latest project!

Equipment: Two (2) New Pierce Fire Engines

Unit Cost: \$ 2,200,000.00

Down Payment: \$ 0.00

Net Financed: \$ 2,200,000.00

Frequency of Payments: Annual

 No. of Payments:
 7

 Payments:
 \$ 372,081.64

 Factor:
 0.16913

 APR:
 4.39%

Delivery Date: To be determined First Lease Payment Due: January, 2024

- \* To qualify for the quoted rates, audited financial statements required.
- \* This is a proposal only and not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- \* This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- \* Lessee's total amount of tax exempt debt to be issued in this calendar year will not exceed the \$10,000,000 limit.
- \* Payments and rates reflect pre-application of escrow earnings and manufacturer discounts, if any.

Sincerely,

Republic First National Corporation

Angle Deming angle@rfnonline.com



Friday, January 13, 2023

Paul Martinez
Director of Purchasing
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

**VIA E-MAIL** 

**RE: Proposal for Lease Purchase Financing** 

Mr. Martinez:

Holman Capital Corporation ("HCC") is pleased to present to the City of Santa Fe Springs its proposal for equipment financing. The terms and conditions of our proposal are outlined as below:

Fin	ancing Amount	Interest Rate	Payment Frequency	Term	Interest Expense		To	otal Payment
\$	2,200,000.00	3.72%	1	7 Years	\$	415,174.90	\$	2,615,174.90

LESSEE: City of Santa Fe Springs, Lessee is a state or political

subdivision within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code").

**LESSOR:** Holman Capital Corporation, or its Assignee

**USE OF PROCEEDS:** Acquisition of Two (2) Pierce Fire Engines

GUIDANCE LINE OF CREDIT: The Lessor will endeavor to provide a \$2,200,000.00

Guidance Line of Credit to fund future transactions. The Guidance Line of Credit will have a twelve (12) month renewal period. Each drawdown is subject to collateral review and final legal approval. The interest rate will be set at the time of funding and remain fixed for the term of the

financing.

TYPE OF FINANCING: Master Lease Purchase Agreement. Said Agreement shall be

a net lease arrangement whereby Lessee is responsible for all costs of operation, maintenance, insurance, and taxes. The Agreement shall be based on the annual appropriation of funds. Each funding under the Master Lease Purchase Agreement will have a Payment Schedule, Financing

Amount, Market Interest Rate and Related Exhibits.



BANK QUALIFICATION: The financing will be Bank Qualified (Small Issuer). The

lessee expects to issue less than \$10,000,000.00 in new tax-

The purchase option can be exercised on any scheduled

exempt debt or capital leases in the current calendar year.

payment date.

**PURCHASE OPTION:** 

The current payment and purchase option are due should

the Lessee decide to exercise the option.

ESCROW FUNDING: HCC has assumed funding of an escrow account for this transaction on or about February 16, 2023. The Equipment

Acquisition Fund will be used to pay equipment

vendors/contractors and any escrow expenses.

Escrow Agent will be selected by Lessee subject to HCC's credit approval. HCC to review and approve escrow disbursements prior to Escrow Agent disbursing of funds. It is assumed that all interest earnings will accrue for benefit of Lessee. This proposal also does not take into

consideration the application of any interest earnings from

the escrow fund of the account.

ESCROW DISBURSEMENTS: HCC will request the following information from the Lessee to authorize disbursement of funds to vendors and or the

Lessee from the escrow account:

• Executed Disbursement Request Form

- Executed Acceptance Certificate
- Copies of Vendor Invoices;
- Proof of Payment (required if Lessee is requesting a reimbursement)
- Proof of Insurance (both Liability and Property and Casualty Coverage)
- For vehicles, a copy of the Title Application listing Holman Capital Corporation, or its assignee as a lien holder; and
- For vehicles, a copy of the MSO or Manufacturer's Statement of Origin.



**REIMBURSEMENT:**If Lessee intends to be reimbursed for any equipment cost associated with this Agreement, intent for reimbursement from the proceeds of this Agreement must be evidenced

and must qualify under the Treasury Regulation Section

1.150.2.

**INSURANCE:** The Lessee shall furnish confirmation of all risk physical

damage insurance coverage for the full cost of the property plus one million (\$1,000,000.00) dollars combined single limit property damage and bodily injury insurance covering the property. HCC shall be named as loss payee and

additional insured on such coverage.

PAY & PERFORMANCE BOND: The Investor will be named as co-obligee on the pay and

performance bond during the installation period.

AUTHORIZED SIGNORS: The Lessee's governing board shall provide HCC with its

resolution or ordinance authorizing this Agreement and shall designate the individual(s) to execute all necessary

documents used therein.

**LEGAL OPINION:** The Lessee's counsel shall furnish HCC with an opinion

covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to

HCC.

**LEGAL TITLE:** Title to the equipment will be in the name of Lessee. Lessor

will be granted a security interest or lien on all collateral

being financed.

**DOCUMENTATION:** Utilize standard HCC lease agreement that will cover all

facets of the transaction. A copy of the sample master lease agreement will be forwarded to the Lessee upon acceptance of the proposal. The Lessee will be responsible for a \$5,000.00 documentation fee, which can be taken from

lease proceeds or paid at closing.

**RATE LOCK EXPIRATION:** If funding does not take place by February 16, 2023, the

Lease Rate and Lease Payment Amounts will be adjusted to market conditions three (3) days prior to funding. Once set,

the Lease Rate will remain fixed for the Lease Term.



#### **FINANCIAL STATEMENTS:**

Sincerely,

Lessee shall provide to Lessor three (3) years of current financial statements, budgets, demographics, and proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor.

This proposal is subject to final credit approval by the Credit/Investment Committee of Holman Capital Corporation and approval of the lease documents in Holman Capital Corporation's sole discretion. To render a credit decision, Lessee shall provide HCC with the information requested above. Upon receipt of the signed proposal, we will endeavor to provide you with a timely commitment.

It is a pleasure to offer this proposal to you and we look forward to your favorable acknowledgment.

Same 1. Holman	
Lance Holman	
President & CEO	
AGREED TO AND ACCEPTED BY:	
Name:	
Title:	
Dato:	



# HOLMAN CAPITAL CORPORATION LEASE PURCHASE FINANCING PROPOSAL

LESSEE: CITY OF SANTA FE SPRINGS

LESSOR: HOLMAN CAPITAL CORPORATION

COMMENCEMENT: 16-Feb-2023
TERM: 7 YEARS
1ST PAYMENT DUE: 16-Feb-2024
RATE: 3.72%

PAYMENT NO.	DATE	PAYMENT	 INTEREST OMPONENT	 PRINCIPAL	PURCHASE OPTION
PATIVIENT NO.		PATIVIENT	 DIVIPONENT	 OWPONENT	OPTION
0	2/16/2023				
1	2/16/2024	\$ 81,840.00	\$ 81,840.00	\$ -	\$ 2,266,000.00
2	2/16/2025	\$ 81,840.00	\$ 81,840.00	\$ -	\$ 2,266,000.00
3	2/16/2026	\$ 490,298.98	\$ 81,840.00	\$ 408,458.98	\$ 1,845,287.25
4	2/16/2027	\$ 490,298.98	\$ 66,645.33	\$ 423,653.65	\$ 1,408,923.99
5	2/16/2028	\$ 490,298.98	\$ 50,885.41	\$ 439,413.57	\$ 956,328.01
6	2/16/2029	\$ 490,298.98	\$ 34,539.23	\$ 455,759.75	\$ 486,895.47
7	2/16/2030	\$ 490,298.98	\$ 17,584.93	\$ 472,714.05	\$ -
Grand Totals		\$ 2,615,174.90	\$ 415,174.90	\$ 2,200,000.00	

7 YEARS
ANNUAL PAYMENTS IN ARREARS



January 13, 2023

Paul Martinez City of Santa Fe Springs 12636 Emmens Way Santa Fe Springs, CA 90670 (562) 409-7535 – Direct

Thank you for the opportunity to present proposed financing for City of Santa Fe Springs. I am submitting for your review the following proposed structure:

ISSUER: City of Santa Fe Springs, California FINANCING STRUCTURE: Tax Exempt Structure w/ \$1.00 purchase

EQUIPMENT COST: \$ 2,200,000

TERM: 7 Annual Payments

INTEREST RATE: 4.765% PAYMENT AMOUNT: \$ 376,972.00

PAYMENTS BEGINNING: One year from signing, annually thereafter

The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are based on current markets. Upon credit approval, rates may be locked for up to thirty (30) days. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and as always, my job is to make sure you have the best possible experience every time you interact with our brand. We're always open to feedback on how to make your experience better. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

Stephanie Cates

Stephanie Cates SVP Client Services Main: 817-421-5400 January 12, 2023

Attn: Paul Martinez City of Santa Fe Springs 12636 Emmens Way Santa Fe Springs, CA 90670

Dear Paul:

Bank of the West (BOTW) is pleased to present the following <u>CONFIDENTIAL</u> Equipment Lease Proposal, subject to credit approval, for your consideration:

LESSOR:

Bank of the West

LESSEE:

City of Santa Fe Springs

**EQUIPMENT:** 

(2) Pierce Fire Engines

CLOSING DATE:

On or prior to June 30, 2023

FINANCE AMOUNT: Up to \$2,200,000.00 (100% of acquisition cost)

LEASE TYPE:

Bank-Qualified Municipal Lease (\$1.00 Buyout)

LEASE TERM:

Up to 7 Years

LEASE RENTAL

**PAYMENT:** 

Lessee will be required to make **Annual payments** due in **Arrears** with the following term options and rental payment factors:

• 7 years at 0.172434 (implied rate of 4.83%)

Multiply the payment factor by the amount to be financed to determine the annual payment; i.e.  $\$2,200,000.00 \times 0.172434 = \$379,354.88$  for 7 years

ADJUSTMENTS TO LEASE RENTAL PAYMENTS:

The Lease Rental Payment Factors stated above reflect Bank of the West's current cost of funds ("Index") and will be adjusted as of the date of funding to reflect changes in the Index. The above-stated Lease Rental Payment Factors were calculated using the Index for 01/12/2023. Upon Lease Commencement, the Lease Rental Payment will be fixed for the term of the Lease.

#### INTERIM RENTAL

PAYMENTS: Lessee will be required to make Interim Rental Payments equal to the daily Greater Los Angeles Business Banking Centequivalent of the applicable Lease Rental Payment. Interim Rental 10230 S. Paramount Blvd., Downey, CA 90241

Payments will accrue from the date of delivery and acceptance of the equipment to the Lease Commencement Date (to be determined).

TAX BENEFITS:

This transaction will be considered a lease intended for security. Lessor will not claim any depreciation deductions arising out of the ownership of the Equipment.

NET LEASE:

This will be a net lease transaction. Lessee, at its own expense, will provide insurance, maintain the Equipment, and pay all fees, property taxes, and other expenses of a similar nature. The Lessee will also indemnify the Lessor against all liability with respect to the Equipment and the entire risk of loss.

**INSURANCE:** 

Lessee shall maintain adequate insurance coverage on the Equipment, which must be satisfactory in a form and amount to Lessor, including public liability insurance for property damage and personal injury and physical damage coverage for the full insurable value of the Equipment naming Lessor as loss payee and additional insured.

COSTS AND EXPENSES:

Lessee agrees to assist Lessor in perfecting its security interest. A documentation fee of \$0.00 will be due at closing.

**DOCUMENTS:** 

Prior to funding, Lessee shall execute all documents reasonably required by Lessor, including but not limited to a Master Lease Agreement, applicable Equipment Schedules, financing statements, Opinion of Counsel and Delivery & Acceptance Certificate. The type, form, contents, sufficiency and due execution of all documents must be satisfactory to Lessor.

NON-BINDING PROPOSAL:

The foregoing is subject to final approval by Bank of the West. Any commitment offered by Lessor thereafter may be terminated in the event of a material adverse change in the financial condition of Lessee or if information provided is false or misleading in regards to the financial condition of Lessee.

We appreciate the continued opportunity to be of financial service to the City of Santa Fe Springs.. Please return a signed copy of this proposal at your earliest convenience. Should you have questions about this proposal, please contact Brian Rathke at (303) 202-5419 or Edgar Morales at (562) 658-2041.

Sincerely,		Agreed to:
Bank of the West	Bank of the West	City of Santa Fe Springs
Brian Rathke	Edgar Morales	Ву:
Vice President	Vice President	Title:
		Date:



City of Santa Fe Springs

City Council Meeting

January 24, 2023

**CONSENT AGENDA** 

Regional Training Group Civilian Assistant Planning Coordinator (Part Time): Authorization to Advertise Request for Proposals

#### **RECOMMENDATION(S)**

 Authorize the Fire Chief to advertise a Request for Proposals to fill a 2020 State Homeland Security Program grant funded Regional Training Group Civilian Assistant Planning Coordinator (Part Time) position.

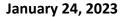
#### **BACKGROUND**

The 2020 State Homeland Security Program (SHSP) grant has a performance period of three years and closes for spending in April of 2023. The 2020 grant has awarded funds to hire a part time Regional Training Group Civilian Assistant Planning Coordinator position. The Regional Training Group was established to address the training needs of all twenty-nine (29) fire departments in the greater Los Angeles area. With the development of the Regional Fire Service Training Strategic Plan, the RTG develops a regional training program for all Los Angeles area fire agencies. The RTG is currently comprised of an Executive Director, an Intelligence Chief and four sworn Fire Service Officers from selected departments, and one RTG Fire Service Training Officer, who oversee the implementation of the Strategic Plan, through six (6) regional training centers that support the plan's goals and objectives.

The RTG Civilian Assistant Planning Coordinator is a civilian contracted position who will work with and be directly subordinate to the LAAFCA Executive Director of the Regional Training Group. The successful candidate will assist RTG Personnel with training program and project coordination, and handle routine and advanced duties for RTG business, including organize files, create correspondence, prepare reports and documents, manage calendars to schedule training and appointments, assist the LAAFCA grant administrator as needed, and offer general staff support around managing and distributing information internally and externally. The person in this position will perform detailed and comprehensive research, collaborate on, develop, and disseminate periodic and regular finished reports, advisories, bulletins, presentations, and briefings for executive and other fire service audiences on relevant fire service issues. The Request for Proposals will be issued by the City as the grant recipient. All accepted proposals will be reviewed by an independent panel of subject matter experts as assigned by the Executive Director of the Regional Training Group.

t Time\:

Date of Report: January 19, 2023



Date of Report: January 19, 2023



City Council Meeting

#### **FISCAL IMPACT**

There is no fiscal impact associated with this RFP. The position is fully funded by the 2020 State Homeland Security Grant.

Travis Hickey
Acting City Manager

#### Attachment(s):

1. Request for Proposals

# CITY OF SANTA FE SPRINGS



Regional Training Group Civilian Assistant Planning Coordinator (Part Time)

REQUEST FOR PROPOSALS

FIRE DEPARTMENT RELEASE DATE: January 27, 2023 DEADLINE FOR QUESTIONS: February 10, 2023 RESPONSE DEADLINE: February 24, 2023, 3:00 pm

APPROVED FOR ADVERTISEMENT

CITY CONTACT: Fire Chief Chad Van Meeteren

# **City of Santa Fe Springs**

# Request for Proposals RTG Civilian Assistant Planning Coordinator (Part Time)

# **Table of Contents**

- 1. Introduction
- 2. Scope of Work
- 3. Content of Proposals
- 4. Evaluation Criteria
- 5. Award Process
- 6. Terms & Conditions

#### **Attachments:**

A – Professional Services Sample Agreement

#### 1 INTRODUCTION

#### 1.1 Summary

The City of Santa Fe Springs is seeking a consultant to assume the position of RTG Civilian Assistant Planning Coordinator to assist the Regional Training Group (RTG) of the Los Angeles Fire Chiefs Association (LAAFCA). The funding for this regionally supported position is made possible by a State Homeland Security Grant and is subject to specific grant reporting guidelines. The City of Santa Fe Springs is hosting all aspects of the procurement and contract management process on behalf of LAAFCA.

The Regional Training Group was established to address the training needs of all twenty-nine (29) fire departments in the greater Los Angeles area. With the development of the Regional Fire Service Training Strategic Plan, the RTG develops a regional training program for all Los Angeles area fire agencies. The RTG is currently comprised of an Executive Director, an Intelligence Chief and four sworn Fire Service Officers from selected departments, and one RTG Fire Service Training Officer, who oversee the implementation of the Strategic Plan, through six (6) regional training centers that support the plan's goals and objectives.

#### 1.2 Contact Information

The City has designated Fire Chief Chad Van Meeteren, as its contact (the "City Contact") for this Request for Proposals (this "RFP"). The City Contact's information is listed below.

Any inquiries or requests regarding this procurement should be submitted via email. Other City officers, agents, employees or representatives do not have authority to respond on behalf of the City. Contact with unauthorized City personnel during the selection process may result in disqualification.

#### **Chad Van Meeteren**

Fire Chief 11300 Greenstone Ave. Santa Fe Springs, CA 90670

Email: chadvanmeeteren@santafesprings.org

Phone: (562) 944-9713

#### 1.3 Timeline

Proposal Calendar

The following is a list of key dates:

Release Project Date	January 27, 2023
Question Submission Deadline	February 10, 2023, 3:00pm
Question Response Deadline	February 17, 2023, 5:00pm
Proposal Submission Deadline	February 24, 2023, 3:00pm

#### 2 SCOPE OF WORK

#### 2.1 Scope of Work

The RTG Civilian Assistant Planning Coordinator is a civilian contracted position who will work with and be directly subordinate to the LAAFCA Executive Director of the Regional Training Group. The successful candidate will assist RTG Personnel with training program and project coordination, and handle routine and advanced duties for RTG business, including organize files, create correspondence, prepare reports and documents, manage calendars to schedule training and appointments, assist the LAAFCA grant administrator as needed, and offer general staff support around managing and distributing information internally and externally. The person in this position will perform detailed and comprehensive research, collaborate on, develop, and disseminate periodic and regular finished reports, advisories, bulletins, presentations, and briefings for executive and other fire service audiences on relevant fire service issues.

# 2.2 Vendor Requirements

#### REQUIRED QUALIFICATIONS:

High School Diploma or GED equivalent – required.

#### **DESIRABLE QUALIFICATIONS:**

- Associate Degree in Fire Science, EMS, Public Administration or other related field (Note: Bachelor's Degree will supersede this requirement)
- Bachelor's Degree in Fire Science, EMS, Public Administration or other related field is highly desirable.
- Two years of progressively responsible fire service experience is highly desirable.

- Equivalent combination of education and progressive, relevant and direct experience may be considered in lieu of educational/experience requirements indicated above.
- Possesses the ability to collaborate with positive effects to build professional relationships with stakeholders, partners and auxiliary organizations.
- Ability to work independently at remote locations while producing outstanding work product in compressed time frames.
- Understanding of principles of budget preparation, management and control.
- An understanding of hazardous materials and/or Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) related programs.
- An understanding of Urban Search and Rescue (USAR) related programs.
- Proficient in Microsoft Office Suite.

The awarded consultant will function independently and will be responsible for providing his/her own transportation, technology, and support functions. This includes tasks such as management of workflow, document preparation, report writing, creating spreadsheets, tracking work, scheduling and other essential functions. Proposers shall include costs for any such administrative support as a part of their proposals.

The awarded consultant shall agree to submit regular and timely invoices. Invoices shall include functional time sheets indicating the total daily hours dedicated to each task and a brief description of each task performed by the Fire Service Regional Training Officer and any administrative support personnel, as applicable.

# 2.3 Responsibilities

Under the direction of the RTG Executive Director, provides administrative support in the strategy of the RTG within the broad context of the Training Strategic Plan.

- Assists RTG Personnel with training program and project coordination.
- Handles routine and advanced duties for RTG business
- Organizes files, create correspondence, and prepare detailed reports and documents related to the RTG.
- Manages calendars to schedule training and appointments.
- Attends meetings throughout the Los Angeles region and adjoining areas as requested and required.
- Assists the LAAFCA Grant Administrator as directed.
- Offers general staff support around managing and distributing information both internally and externally.
- Assists with other RTG training, research, and administrative tasks as needed.

- Provides routine written and oral reports of RTG matters.
- Represents LAAFCA and the RTG in a professional manner.

#### 3 CONTENT OF PROPOSALS

#### 3.1 Proposal

Each proposal submitted must comply with all of the requirements of and contain all of the information set forth in this Section 3.

#### 3.2 Letter of Transmittal

Please email your letter of Transmittal as a PDF to fire@santafesprings.org. Make sure to include the following items:

- A. Identify the submitting organization.
- B. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization.
- C. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization.
- D. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification.
- E. Be signed by the person authorized to contractually obligate the organization.
- F. Acknowledge receipt of any and all amendments to this RFP.

#### 3.3 Qualifications

Provide a brief summary of your company's history, its capabilities, and its recent relevant experience (last five years). Also, describe your demonstrated experience with similar projects and qualification including professional licenses and certifications.

# 3.4 Key Personnel

Describe the project team composition and include resumes of key personnel. Proposed members should be available for ninety (90) days from the proposal due date. The City must be promptly notified of any changes in key personnel prior to award.

#### 3.5 Work Plan

Describe in detail your understanding of the services and how you will deliver them. List any resources you expect the City to provide.

# 3.6 Cost Proposal

Provide a proposed total fee for services and identify the hourly fee schedule, if any.

The hourly rates should include fringe benefits, indirect costs and profit. Additionally, if applicable, a schedule of reimbursable expenses should be included.

#### 3.7 Letters of Recommendation

Must provide 3 Letters of Recommendation from work within the last 5 years.

# **Notice Regarding Disclosure of Contents of Documents**

All responses to this RFP accepted by the City shall become the exclusive property of the City. All proposals accepted by the City shall become a matter of public record and shall be regarded as public in accordance with applicable law. Any blanket statement of confidentiality shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required or permitted under the California Public Records Act, or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

# **4 EVALUATION CRITERIA**

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Value Add/Breadth of Service Points may be awarded based on the proposer's ability to provide insight and information, industry best practices and the ability to effectively communicate information to management and provide technical training or resources.	Points Based	15 (15% of Total)
2.	Quality of Work/Technical Capabilities Assign points that may be awarded based on evaluation of the proposer's work shall be such as to ensure that the distinctive goals established for each component are met. Brief descriptions of previous project experiences should be used as examples of how quality control was achieved with former clients.	Points Based	5 (5% of Total)
3.	References Must provide 3 Letters of Recommendation from work within the last 5 years	Points Based	10 (10% of Total)
4.	Experience and Identified Scope of work The proposer will be evaluated on their understanding of the fire service and their ability to serve as the regional training officer.	Points Based	30 (30% of Total)
5.	Cost Proposals will be evaluated on a best bidder formula. The consultant is funded by federal grant dollars which will requires best and final offer and a negotiation of profit.	Points Based	20 (20% of Total)
6.	Interview Only the top three candidates will be invited to a formal interview.	Points Based	20 (20% of Total)

# **5 AWARD PROCESS**

#### 5.1 Selection

All accepted proposals will be reviewed by an independent panel of subject matter experts as assigned by the Executive Director of the Regional Training Group.

By submitting a response to this RFP, prospective consultants waive the right to protest after award or seek any legal remedies whatsoever regarding any aspect of this RFP. The City reserves the right to issue written notice to all prospective consultants of any

changes in the RFP terms or proposal submission schedule, should the City determine in its sole and absolute discretion that such changes are necessary.

#### 5.2 Contract Award and Execution

Selection of a proposer with whom the City enters into contract negotiations with, or a recommendation of an award by the Evaluation Committee or any other party, does not constitute an award of Contract. The selected proposer will be notified to enter into an agreement. If the selected proposer does not enter into the agreement, the City may begin negotiations with another consultant.

Please review the attached sample agreement prior to submitting a proposal. The City intends to use this form as the baseline agreement with the successful consultant. The City reserves the right to reject material changes to the agreement once the contract has been awarded. If you wish to request changes to the agreement, you must do so during the proposal process.

The RFP document and the successful proposal response, as memorialized by agreement between the City of Santa Fe Springs and the successful consultant, will become part of the contract documents. Additionally, the City of Santa Fe Springs may verify the successful consultant's representations that appear in the proposal. Failure of the successful consultant to perform as represented may result in elimination of the successful consultant from further negotiation or in contract cancellation or termination.

No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a consultant shall be binding. The City of Santa Fe Springs shall not be bound, or in any way obligated, until the City has awarded the contract and all documents have been executed. The proposing consultant may not incur any chargeable costs prior to final contract execution.

#### 6 TERMS & CONDITIONS

# 6.1 Receiving Time / Late Proposals

It is the responsibility of proposer to see that their proposal is submitted with sufficient time to be received by the City prior to the proposal closing time. The receiving time in the City will be the governing time for acceptability of proposals.

Late proposals are not accepted.

# 6.2 Acceptance of Conditions Governing this RFP

Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

#### 6.3 Incurring Cost

Any cost incurred by the proposer in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the proposer.

#### 6.4 Amended Proposals

A proposer may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. City personnel will not merge, collate, or assemble proposal materials.

## 6.5 Proposer's Rights to Withdraw Proposal

Proposers will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The proposer must submit a written withdrawal request signed by the proposer's duly authorized representative addressed to the City Contact.

#### 6.6 Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer, if one is requested.

#### 6.7 Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the City determines such action to be in the best interest of the City of Santa Fe Springs.

# 6.8 Sufficient Appropriation

Any agreement awarded for multiple years as a result of this RFP may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the selected proposer. The City's decision as to whether sufficient appropriations and authorizations are available will be accepted by the selected proposer as final.

# 6.9 Errors and Restrictive Specifications

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer should immediately notify the City Contact.. Without disclosing the source of the request, the City may issue a written addendum to clarify the ambiguity, or to correct the problem, omission, or other error.

If prior to the submission date, a proposer knows of or should have known of an error in the RFP but fails to notify the City Contact of the error, the proposer shall submit their

proposal at his, her or its own risk, and, if awarded an agreement, shall not be entitled to additional compensation or time by reason of error or its later correction.

## 6.10 Oral Changes and Basis for Proposal

Proposers may not rely upon oral explanations. All changes and addenda will be issued in writing. Only information supplied by the City in writing through the City's Contact, or in this RFP should be used as the basis for the preparation of proposals.

#### 6.11 Agreement Terms and Conditions

The agreement between the City and the selected proposer(s) will follow the format specified by the City and contain the terms and conditions set forth in Exhibit A, Professional Services Agreement. However, the City reserves the right to negotiate with a successful proposer the final provisions or provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful proposal will be incorporated into and become part of the agreement.

Should a proposer object to any of the City's terms and conditions, as contained in this Section or in Exhibit A, that proposer must propose specific alternative language in his, her, or its proposal. Proposer must provide a brief discussion of the purpose and impact, if any, of each proposed changed followed by the specific proposed alternate wording. The City may or may not accept the alternative language. General references to the proposer's terms and conditions or attempts at complete substitutions are not acceptable to the City and may result in disgualification of the proposer.

## 6.12 Proposer's Terms and Conditions

Proposers must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in an agreement negotiated with the City.

# 6.13 Proposer Qualifications

The City may make such investigations as necessary to determine the ability of the proposer to adhere to the requirements specified within this RFP.

# 6.14 Right to Waive Minor Irregularities

The City reserves the right to waive minor irregularities and the right to waive mandatory requirements, provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the City.

# 6.15 Agreement Award

Proposal will be evaluated by a committee comprised of City staff and may include outside consultants (the "Evaluation Committee"). The Evaluation Committee will make an award recommendation to City staff. City Council may give approval of the agreement and/or direct staff to negotiate the final terms and execute the agreement.

This agreement shall be awarded to the proposer or proposers whose proposal is best qualified, taking into consideration the evaluation factors set forth in the RFP. The most qualified proposal may or may not have received the most points or be the lowest cost proposal. Proposers will be notified when the award is being made or an award recommendation goes to the City Council for approval.

# A - Professional Services Sample Agreement

#### CITY OF SANTA FE SPRINGS PROFESSIONAL SERVICES AGREEMENT WITH

This Professional Services Agreement ("Agreement") is made and effective as of \_\_\_\_\_ ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City") and \_\_\_\_\_, a [sole proprietorship/partnership/limited liability partnership/corporation] ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

#### 1. TERM

This Agreement shall commence on [Insert date] and shall remain and continue in effect until the services described herein are completed, but in no event later than [Insert date] unless sooner terminated pursuant to the provisions of this Agreement.

#### 2. <u>SERVICES</u>

Consultant shall perform the services described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full ("Services"). Consultant shall complete the Services according to any schedule of performance set forth in Exhibit A. To the extent that Exhibit A is a proposal from Consultant and contains provisions inconsistent with this Agreement, the provisions of this Agreement shall govern.

#### 3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of Consultant's ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant under this Agreement.

#### 4. <u>CITY MANAGEMENT</u>

[The City Manager] or designee shall represent the City in all matters pertaining to the administration of this Agreement, including review and approval of all products submitted by Consultant.

#### 5. PAYMENT

A. City agrees to pay Consultant monthly, [in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks]. This amount shall not exceed [Insert amount]

- dollars (\$\_\_.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by [the City Manager] or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and Consultant at the time the City's written authorization is given to Consultant for the performance of said services.
- C. Consultant will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all nondisputed fees. If the City disputes any of Consultant's Services or fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

#### 6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant at least ten (10) days' prior written notice. Upon receipt of said notice, Consultant shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the Services performed up to the time of termination, unless the City disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Consultant will submit an invoice to the City pursuant to Section 5.

#### 7. DEFAULT OF CONSULTANT

If the City determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, the City shall serve Consultant a written notice of the default. Consultant shall have seven (7) days after service of said notice to cure the default. In the event that Consultant fails to cure the default within such period of time or fails to present the City with a written plan for the diligent cure of default if such default cannot be cured within seven days, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement. The City shall also have the right to offset against the amount

of any fees due to Consultant any costs incurred by the City as a result of Consultant's default.

#### 8. OWNERSHIP OF DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to the City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the Services under this Agreement.

#### 9. <u>INDEMNIFICATION AND DEFENSE</u>

#### A. Indemnity.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City and any and all of its officials, officers, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, caused in whole or in part by the acts, errors, or omissions of Consultant, its officers, agents, employees, or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of Services under this Agreement.

#### B. Duty to Defend.

In the event the City, its officials, officers, employees, agents, and/or volunteers are made a party to any claim, action, lawsuit, or other adversarial proceeding ("Action") arising from the performance of the Services under this Agreement, whether or not Consultant is named in such Action, and upon demand by the City, Consultant shall defend the City at Consultant's sole cost, or at the City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense.

C. Payment by the City for Services is not a condition precedent to enforcement of this section. Consultant's duty to defend, indemnify, and hold harmless the City shall not extend to the City's sole or active negligence. In the event of any dispute between Consultant and the City as to whether liability arises from the sole or active negligence of the City or its officials, officers, employees, agents, and/or volunteers, Consultant will be obligated to pay for the City's defense until such time as a final judgment has been entered adjudicating the City as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including, but not limited to, attorney's fees, expert fees and costs of litigation.

#### 10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and made a part of this Agreement.

#### 11. INDEPENDENT CONTRACTOR

- A. Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole

expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Consultant under this Agreement as a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

- C. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.
- D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in CalPERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

#### 12. <u>LEGAL RESPONSIBILITIES</u>

Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. The City and its officials, officers, employees, and agents, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

#### 13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential

financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

#### 14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

#### 15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the City's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.
- B. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, and/or subconsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

#### 16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mail by the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To the City:	City of Santa Fe Springs 11710 E. Telegraph Road Santa Fe Springs, CA 90670 Attention:
To Consultant:	

#### 17. ASSIGNMENT

Consultant snall not assign the performance of this Agreement, nor any part thereof, nor
any monies due hereunder, without prior written consent of the City. Because of the
personal nature of the Services to be rendered pursuant to this Agreement, only
shall perform the Services described in this Agreement, unless
otherwise agreed to by City. Consultant shall provide City fourteen (14) days' notice prior
to the departure of from Consultant's employ. Should he/she leave
Consultant's employ, City shall have the option to immediately terminate this Agreement,
within three (3) days of the close of said notice period. Upon termination of this
Agreement, Consultant's sole compensation shall be payment for actual Services
performed up to, and including, the date of termination or as may be otherwise agreed to
in writing between the City and Consultant. Before retaining or contracting with any
subconsultant for any services under this Agreement, Consultant shall provide the City
with the identity of the proposed subconsultant, a copy of the proposed written contract
between Consultant and such subconsultant which shall include and indemnity provision
similar to the one provided herein and identifying the City as an indemnified party, or an
incorporation of the indemnity provision provided herein, and proof that such proposed
subconsultant carries insurance at least equal to that required by this Agreement or obtain
a written waiver from the City for such insurance.

#### 18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

#### 19. **GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement

and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

#### 20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

#### 21. SERVICES SCHEDULED/TIME OF COMPLETION

[Note: This section is optional and should be included only when the project is particularly time-sensitive.]

City and Consultant agree that time is of the essence in this Agreement. City and Consultant further agree that Consultant's failure to perform on or at the times set forth in this Agreement will damage and injure City, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, City and Consultant agree that any failure to perform by Consultant at or within the times set forth herein shall result in liquidated damages of [Insert amount] dollars (\$\_\_.00) per day for each and every day such performance is late or delayed. City and Consultant agree that such sum is reasonable and fair. Furthermore, City and Consultant agree that this Agreement is subject to Government Code section 53069.85 and that each party hereto is familiar with and understands the obligations of Section 53069.85.

#### 22. AMENDMENTS

Any amendments to this Agreement must be in writing and executed by the parties hereto, or their respective successors and assigns, in order to be valid.

#### 23. NON-EXCLUSIVE AGREEMENT

Consultant acknowledges that the City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

#### 24. ATTORNEYS' FEES

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the

exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

#### 25. CONSTRUCTION

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

#### 26. WAIVER

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

#### 27. **SEVERABILITY**

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

#### 28. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

#### 29. <u>AUTHORITY TO EXECUTE THIS AGREEMENT</u>

The persons executing this Agreement on behalf of the parties warrants and represents that they have the authority to execute this Agreement on behalf of said parties and has the authority to bind the parties to the provisions of this Agreement.

#### 30. ELECTRONIC SIGNATURES

The parties acknowledge and agree that execution of this Agreement by electronic signatures or electronic transmittal of signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

[If Consultant is a corporation, two signatures are required: Signature 1 – the Chairperson of the Board, the President, or any Vice President; Signature 2 – the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer (Corp. Code § 313).]

CITY OF SANTA	A FE SPRINGS	CONSULTANT
Date:		Name: Title: Date:
ATTEST:		CONSULTANT
Janet Martinez, (	City Clerk	Name: Title: Date:
APPROVED AS	TO FORM:	
Ivy M. Tsai, City	Attorney	
Attachments:		Services Fee Schedule Insurance Requirements

# EXHIBIT A SERVICES

# EXHIBIT B FEE SCHEDULE

#### **EXHIBIT C**

#### **INSURANCE REQUIREMENTS**

Without limiting Consultant's indemnification of the City, and prior to commencement of Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. If Consultant maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

[Note: Verify minimum limit for each coverage with Risk Manager.]

**General liability insurance.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

**Professional liability (errors & omissions) insurance.** Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

[Note: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.]

**Workers' compensation insurance.** Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000 per accident for bodily injury or disease).

Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

[Note: If the required limits for general liability, auto and employer's liability are \$1 million or less, the following paragraph may be omitted.]

**Umbrella or excess liability insurance.** [Optional depending on limits required]. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

#### Other provisions or requirements

**Proof of insurance.** Consultant shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

**Duration of coverage.** Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, or Consultant's agents, representatives, employees or subconsultants.

**Primary/noncontributing.** Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. 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 before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may immediately terminate this Agreement.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of Agreement provisions (non estoppel).** Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

**Notice of cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Services who is brought onto or involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subconsultants, and others engaged in the Services will be submitted to the City for review.

The City's right to revise specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation or come to some other agreement to address the additional cost.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

**Timely notice of claims.** Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

City Council Meeting

January 24, 2023

#### **NEW BUSINESS**

<u>Custodial Services Agreement</u>

#### RECOMMENDATION

Provide Staff with direction on how to proceed with Custodial Services Agreement.

#### **BACKGROUND**

The City Council, at their meeting of May 24, 2018, entered into a Service Agreement with EE Building Maintenance for the Custodial Services of the City's Buildings and Facilities City-wide. The original service agreement term with EE Building Maintenance (EE) was for three years, with two, one-year extensions bringing the total length of the agreement to five years pending Council approval of the two, one-year extensions. The three-year, with two, one-year extensions service agreement is scheduled to expire on May 31, 2023

The scope of work is to provide custodial services for the City's buildings and park picnic areas. Services are provided after-hours and during the day by Day Porters. Since the contract's inception, EE's quality of work has met the outlined contract standards, and the responsiveness has been outstanding.

Staff requires direction from Council, and recommends two options:

#### Option 1:

Negotiate a contract renewal with current vendor and bring back to Council.

#### Option 2:

Issue Request for Proposal Bids to solicit other vendors to perform Custodial Services.

#### FISCAL IMPACT

Funding for custodial services is provided as part of the Public Works budget.

#### INFRASTRUCTURE IMPACT

Custodial Services of the City's Facilities is required for the safety and welfare of residents and employees.

Travis Hickey

Sundinte

Acting City Manager

Attachments:

None

Report Submitted By:

Noe Negrete

Director of Public Works

Date of Report: January 19, 2023

**City Council Meeting** 

January 24, 2023

**NEW BUSINESS** 

<u>Authorize the Purchase of two Pierce Arrow Fire Apparatus from South Coast Equipment Inc. and Financing</u>

#### **RECOMMENDATION:**

- Authorize the purchase of two Pierce Arrow XT PUC Fire Engine from South Coast Equipment Inc., for an amount not to exceed \$2,290,114.50;
- Appropriate \$70,114.50 from the general equipment replacement fund to fully fund this change order

#### **BACKGROUND**

The Department of Fire-Rescue is requesting the purchase of two new Pierce Fire Apparatus, which will replace a 15 year old front-line fire apparatus that has over 100,000 miles of service and a 12 year old front-line apparatus with 85,000 miles of service. Both of the replaced apparatus will be put into reserve status for the Department. The National Fire Protection Association ("NFPA") recommends replacement cycles for this type of vehicle to be 12 years depending on service environment. The current manufacturing time is 37 months, making our front-line fire apparatus 18 and 15 years old. This far exceeds the 12 year service cycle recommended by NFPA. The two new engines to be placed into reserve status is currently Engine-83, located at Fire Station #3 at 15517 Carmenita Rd. and Engine 82, located at 8634 Dice Rd.

The new apparatus will continue to be utilized in its many capacities including:

- Carry its own water supply, hose, fire pump, and ancillary equipment to operate as a NFPA compliant Fire Apparatus.
- Move manpower and equipment to both emergency medical calls and carry rescue equipment such as ground ladders, Small set of "Jaws of Life" equipment, portable fan, lighting equipment, medical equipment, spare air bottles, rope rescue equipment, and many other rescue and salvage operations equipment.
- Provide both lighting and electrical supply to the emergency scene utilizing electrical generating capabilities, remote lighting, and other remote electrical power capabilities.

On June 21, 2022 the City Council approved \$2,220,000.00 to purchase two new fire engines as part of the FY 2022-23 budget utilizing the equipment replacement fund. Several factors such as the cost of materials, salaries, and benefits have caused manufactures to pass the cost increases onto their customers. These cost increases

Report Submitted By: Fire Chief Chad Van Meeteren

Department of Fire-Rescue

Date of Report: January 19, 2023

# City of Santa Fe Springs

**City Council Meeting** 

January 24, 2023

have exceeded the original estimated price to build a new fire engine. The Department of Fire-Rescue is requesting the City Council appropriate an additional \$70,114.50 from the equipment replace fund to build two new fire engines.

The Fire Department is requesting the purchase of this apparatus solely from Pierce Manufacturing to be consistent with other past purchased apparatus, and because Pierce is the only company that self-manufacturers their own fire pump, cab, chassis, and body, which minimizes out of service time for warranty work. Standardizing on Pierce fire apparatus provides several additional benefits to the Fire Department, including; a proprietary pump design that provides more available space on the fire apparatus, a web-based maintenance site customized for our apparatus, and common cab configurations with our other trucks that enable more efficient operations and maintenance by Fire and Fleet personnel. The City's Purchasing Ordinance Section 34.19(A) provides, in part, that bidding may be dispensed with "when the product must match or interface with existing equipment". South Coast Equipment Inc. is the exclusive manufacturer representative for this region.

Below is the pricing/bids for the two apparatus:

Pierce Arrow XT PUC Engine	Each	Extended
South Coast Fire Equipment Inc.	\$ 1,093,081.00	\$ 2,186,162.00
Prepayment Discount	\$ (59,241.00)	\$ (118,482.00)
Sales Tax (10.5%)	\$ 108,553.20	\$ 217,106.40
Performance Bond	\$ 2,653.55	\$ 5,307.10
CA Tire Fee	\$ <u>10.50</u>	<u>\$ 21.00</u>
Total Prepay Purchase Price	\$ 1,145,057.25	\$ 2,290,114.50

The total cost of the new apparatus, including all equipment is \$2,290,114.50. At the vendor's expense, selected apparatus committee individuals and the City's Mechanic will perform pre-build, mid-point, and final inspections of the apparatus to ensure all aspects of the specification will be met at the factory where the apparatus is built. Final delivery of the apparatus is expected to be no later than 37 months after the contract is executed.

It is recommended that upon receipt of the new apparatus break-in period for equipment mounting, training and other logistics associated with brining a new apparatus on line, that the oldest front-line apparatus be placed into reserve status for approximately five years, and the oldest current reserve engine be auctioned for sale to another agency or private party. The proceeds of the sale of the apparatus will be deposited into the vehicle acquisition and replacement activity where vehicle purchases are budgeted. Current equipment carried on the current vehicle will be evaluated and transferred to the new vehicle if applicable.

Report Submitted By: Fire Chief Chad Van Meeteren Date of Report: January 19, 2023

Department of Fire-Rescue



January 24, 2023

**FISCAL IMPACT** 

The City Council approved \$2,220,000.00 in the FY 2022-23 budget for the purchase of two new fire engines. Staff recommends taking advantage of a pre-payment option to be eligible for a proposed reduction in total purchase price of \$118,482.00 as offered in the purchase agreement. Staff also recommends appropriating an additional \$70,114.50 to fully fund the purchase.

Travis Hickey
Acting City Manager

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# Attachment(s):

- 1. Specifications Pierce Arrow XT PUC Engine from South Coast Equipment Inc.
- 2. Proposal for Furnishing Fire Apparatus South Coast Fire Equipment, Inc.
- 3. Pre-Payment Cost Reduction Proposal South Coast Fire Equipment, Inc.

Report Submitted By: Fire Chief Chad Van Meeteren Date of Report: January 19, 2023

Department of Fire-Rescue

Proposal for **Santa Fe Springs F D**Prepared by **South Coast Fire Equipment, Inc**01/17/2023



PERFORM. LIKE NO OTHER.

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South Coast Fire Equipment is pleased to submit a proposal to Santa Fe Springs Fire Department for a **Pierce® multi purpose response vehicle** per your request for quotation. The following paragraphs will describe in detail the apparatus, construction methods, and equipment proposed. This proposal will indicate size, type, model and make of components parts and equipment, providing proof of compliance with each and every item (except where noted) in the departments advertised specifications.

PIERCE MANUFACTURING was founded in 1913. Since then we have been building bodies with one philosophy, "BUILD THE FINEST". Our skilled craftsmen take pride in their work, which is reflected, in the final product. We have been building fire apparatus since the early "forties" giving Pierce Manufacturing over 75 years of experience in the fire apparatus market. Pierce Manufacturing has built and put into service more than 62,500 apparatus, including more than 33,900 on Pierce custom chassis designed and built specifically for fire and emergency applications. Our Appleton, Wisconsin facility has over 870,000 total square feet of floor space situated on approximately 105 acres of land. Our Bradenton, Florida facility has 300,000 square feet of floor space situated on approximately 38 acres of land.

Our beliefs in high ethical standards are carried through in all of our commitments and to everyone with whom we do business. Honesty, Integrity, Accountability and Citizenship are global tenets by which we all live and work. Consequently, we neither engage in, nor have we ever been convicted of price fixing, bid rigging, or collusion in any domestic or international fire apparatus market.

Pierce has only one brand of fire apparatus "Pierce", ensuring you are receiving top of the line product that meets your specification.

In accordance with the current edition of NFPA 1901 standards, this proposal will specify whether the fire department, manufacturer, or apparatus dealership will provide required loose equipment.

Images and illustrative material in this proposal are as accurate as known at the time of publication, but are subject to change without notice. Images and illustrative material is for reference only, and may include optional equipment and accessories and may not include all standard equipment.

### **GENERAL DESIGN AND CONSTRUCTION**

To control quality, ensure compatibility, and provide a single source for service and warranty, the custom cab, chassis, pump module and body will be entirely designed, assembled/welded and painted in Pierce owned manufacturing facilities. This includes, but not limited to the cab weldment, the pumphouse module assembly, the chassis assembly, the body and the electrical system.

#### QUALITY AND WORKMANSHIP

Pierce has set the pace for quality and workmanship in the fire apparatus field. Our tradition of building the highest quality units with craftsmen second to none has been the rule right from the beginning and we demonstrate that ongoing commitment by: Ensuring all steel welding follows American Welding Society D1.1-2004 recommendations for structural steel welding. All aluminum welding follows American Welding society and ANSI D1.2-2003 requirements for structural welding of

aluminum. All sheet metal welding follows American welding Society B2.1-2000 requirements for structural welding of sheet metal. Our flux core arc welding uses alloy rods, type 7000 and is performed to American Welding Society standards A5.20-E70T1. Furthermore, all employees classified as welders are tested and certified to meet the American welding Society codes upon hire and every three (3) years thereafter. Pierce also employs and American Welding Society certified welding inspector in plant during working hours to monitor weld quality.

Pierce Manufacturing operates a Quality Management System under the requirements of ISO 9001. These standards sponsored by the International Organization for Standardization (ISO) specify the quality systems that are established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance is included with this proposal.

In addition to the Quality Management system, we also employ a Quality Achievement Supplier program to insure the vendors and suppliers that we utilize meet the high standards we demand. That is just part of our overall "Quality at the Source" program at Pierce.

To demonstrate the quality of our products and services, a list of at least twenty five (25) fire departments/municipalities that have purchased vehicles for a second time is provided.

## **DELIVERY**

The apparatus will be delivered under its own power to insure proper break-in of all components while the apparatus is still under warranty. A qualified delivery representative shall deliver the apparatus and remain for a sufficient length of time to instruct personnel in proper operation, care and maintenance of the equipment delivered.

# **MANUAL AND SERVICE INFORMATION**

At time of delivery, complete operation and maintenance manuals covering the apparatus will be provided. A permanent plate will be mounted in the driver's compartment specifying the quantity and type of fluids required including engine oil, engine coolant, transmission, pump transmission lubrication, pump primer and drive axle.

## **SAFETY VIDEO**

At the time of delivery Pierce will also provide one (1) 39-minute, professionally produced apparatus safety video, in DVD format. This video will address key safety considerations for personnel to follow when they are driving, operating, and maintaining the apparatus, including the following: vehicle pretrip inspection, chassis operation, pump operation, aerial operation, and safety during maintenance.

#### **PERFORMANCE TESTS**

A road test will be conducted with the apparatus fully loaded and a continuous run of no less than ten (10) miles. During that time the apparatus will show no loss of power nor will it overheat. The transmission drive shaft or shafts and the axles will run quietly and be free of abnormal vibration or noise. The apparatus when fully loaded will not have less than 25 percent nor more than 50 percent on the front axle, and not less than 50 percent nor more than 75 percent on the rear axle. The apparatus will meet NFPA 1901 acceleration and braking requirements.

## **SERVICE AND WARRANTY SUPPORT**

Pierce dealership support will be provided by South Coast Fire Equipment by operating in conjunction with a Pierce authorized service center. The service center will have factory-trained mechanics on staff versed in Pierce fire apparatus. The service facility will be located within fifty (50) miles of the fire department.

In addition to the dealership, Pierce has service facilities located in both, Weyauwega, Wisconsin and Bradenton, Florida. Pierce also maintains a dedicated parts facility of over 100,000 square feet in Appleton, Wisconsin. The parts facility stocks in excess of \$5,000,000 in parts dedicated to service and replacement parts. The parts facility employs a staff dedicated solely for the distribution and shipment of service and replacement parts.

Service parts for the apparatus being proposed can be found via Pierceparts.com which, is an interactive online tool that delivers information regarding your specific apparatus as well as the opportunity to register for training classes.

As a Pierce customer you have the ability to view the complete bill of materials for your specific apparatus, including assembly drawings, piece part drawings, and beneficial parts notations. You will also have the ability to search the complete Pierce item master through a parts search function which offers all Pierce SKU's and descriptions offered on all Pierce apparatus. Published component catalogs, which include proprietary systems along with an extensive operators manual library is available for easy reference.

Pierce Manufacturing maintains a dedicated service and warranty staff of over 35 personnel, dedicated to customer support, which also maintains a 24 hour 7 day a week toll free hot line, four (4) on staff EVTs, and offers hands-on repair and maintenance training classes multiple times a year.

#### LIABILITY

The successful bidder will defend any and all suits and assume all liability for the use of any patented process including any device or article forming a part of the apparatus or any appliance furnished under the contract.

#### **INSURANCE PROVIDED BY BIDDER**

# **COMMERCIAL GENERAL LIABILITY INSURANCE**

The successful bidder will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of commercial general liability insurance:

Each Occurrence\$1,000,000

Products/Completed Operations Aggregate\$1,000,000

Personal and Advertising Injury\$1,000,000

General Aggregate\$2,000,000

Coverage will be written on a Commercial General Liability form. The policy will be written on an occurrence form and will include Contractual Liability coverage for bodily injury and property damage subject to the terms and conditions of the policy. The policy will include Owner as an additional insured when required by written contract.

## COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The successful bidder will, during the performance of the contract, keep in force at least the following minimum limits of commercial automobile liability insurance and coverage will be written on a Commercial Automobile liability form:

Each Accident Combined Single Limit:\$1,000,000

# **UMBRELLA/EXCESS LIABILITY INSURANCE**

The successful bidder will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:

Aggregate: \$3,000,000

Each Occurrence:\$3,000,000

The umbrella policy will be written on an occurrence basis and at a minimum provide excess to the bidder's General Liability and Automobile Liability policies.

The required limits can be provided by one (1) or more policies provided all other insurance requirements are met.

Coverage will be provided by a carrier(s) rated A- or better by A.M. Best.

All policies will provide a 30-day notice of cancellation to the named insured. The Certificate of Insurance will provide the following cancellation clause: Should any of the above described polices be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Bidder agrees to furnish owner with a current Certificate of Insurance with the coverages listed above along with the bid. The certificate will show the purchaser as certificate holder.

# **INSURANCE PROVIDED BY MANUFACTURER**

# PRODUCT LIABILITY INSURANCE

The manufacturer will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of Product Liability insurance:

Each Occurrence\$1,000,000

Products/Completed Operations Aggregate\$1,000,000

Coverage will be written on a Commercial General Liability form. The policy will be written on an occurrence form. The manufacturer's policy will include the owner as additional insured when required by written contract between the Owner and a Pierce authorized dealer.

#### UMBRELLA/EXCESS LIABILITY INSURANCE

The manufacturer will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:

Each Occurrence:\$25,000,000

Aggregate: \$25,000,000

The umbrella policy will be written on an occurrence basis and provide excess to the manufacturer's General Liability/Products policies.

The required limits can be provided by one (1) or more policies provided all other insurance requirements are met.

Coverage will be provided by a carrier(s) rated A- or better by A.M. Best.

All policies will provide a 30-day notice of cancellation to the named insured. The Certificate of Insurance will provide the following cancellation clause: Should any of the above described polices be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Manufacturer agrees to furnish owner with a current Certificate of Insurance with the coverages listed above along with the bid. The certificate will show the purchaser as the certificate holder.

#### SINGLE SOURCE MANUFACTURER

Pierce Manufacturing, Inc. provides an integrated approach to the design and manufacture of our products that delivers superior apparatus and a dedicated support team. From our facilities, the chassis, cab weldment, cab, pumphouse (including the sheet metal enclosure, valve controls, piping and operators panel) and body will be entirely designed, tested, and hand assembled to the customer's exact specifications. The electrical system either hardwired or multiplexed, will be both designed and integrated by Pierce Manufacturing. The warranties relative to these major components (excluding component warranties such as engine, transmission, axles, pump, etc.) will be provided by Pierce as a single source manufacturer. Pierce's single source solution adds value by providing a fully engineered product that offers durability, reliability, maintainability, performance, and a high level of quality.

Your apparatus will be manufactured in Appleton, Wisconsin.

#### **NFPA 2016 STANDARDS**

This unit will comply with the NFPA standards effective January 1, 2016, except for fire department directed exceptions. These exceptions will be set forth in the Statement of Exceptions.

Certification of slip resistance of all stepping, standing and walking surfaces will be supplied with delivery of the apparatus.

All horizontal surfaces designated as a standing or walking surface that are greater than 48.00" above the ground must be defined by a 1.00" wide line along its outside perimeter. Perimeter markings and designated access paths to destination points will be identified on the customer approval print and are shown as approximate. Actual location(s) will be determined based on materials used and actual conditions at final build. Access paths may pass through hose storage areas and opening or removal of covers or restraints may be required. Access paths may require the operation of devices and equipment such as the aerial device or ladder rack.

A plate that is highly visible to the driver while seated will be provided. This plate will show the overall height, length, and gross vehicle weight rating.

The manufacturer will have programs in place for training, proficiency testing and performance for any staff involved with certifications.

An official of the company will designate, in writing, who is qualified to witness and certify test results.

#### NFPA COMPLIANCY

Apparatus proposed by the bidder will meet the applicable requirements of the National Fire Protection Association (NFPA) as stated in current edition at time of contract execution. Fire department's specifications that differ from NFPA specifications will be indicated in the proposal as "non-NFPA".

# **PUMP TEST**

Underwriters Laboratory (UL) will test, approved, and certify the pump. The test results and the pump manufacturer's certification of hydrostatic test; the engine manufacturer's certified brake horsepower curve; and the pump manufacturer's record of pump construction details will be forwarded to the Fire Department.

# **GENERATOR TEST**

If the unit has a generator, Underwriters Laboratory (UL) will test, approved, and certify the generator. The test results will be provided to the Fire Department at the time of delivery.

# **BREATHING AIR TEST**

If the unit has breathing air, Pierce Manufacturing will draw an air sample from the air system and have the sample certified that the air quality meets the requirements of NFPA 1989, *Standard on Breathing Air Quality for Fire and Emergency Services Respiratory Protection.* 

# **VEHICLE INSPECTION PROGRAM CERTIFICATION**

To assure the vehicle is built to current NFPA 1901 standards, the apparatus, in its entirety, will be third-party, independent, audit-certified through Underwriters Laboratory (UL) that it is built and complies to all applicable standards in the current edition. The certification includes: all design, production, operational, and performance testing of not only the apparatus, but those components that are installed on the apparatus.

A placard will be affixed in the driver's side area stating the third party agency, the date, the standard and the certificate number of the whole vehicle audit.

# **INSPECTION TRIP(S)**

The bidder will provide three (3) factory inspection trip(s) for five customer representative(s). The inspection trip(s) will be scheduled at times mutually agreed upon between the manufacturer's representative and the customer. All costs such as travel, lodging and meals will be the responsibility of the bidder.

# AFTERMARKET SUPPORT WEBSITE

Pierceparts.com will provide <u>Pierce authorized dealer</u> access to comprehensive information pertaining to the maintenance and service of their customer's apparatus. This tool will provide the Pierce authorized dealer the ability to service and support their customers to the best of their ability with factory support at their fingertips.

Pierceparts.com is also accessible to the end user through the guest login. Limited access is available and vehicle specific parts information accessible by entering a specific VIN number. All end users should see their local authorized Pierce dealer for additional support and service.

The website will consist of the following screens at the dealer level:

# My Fleet Screen

The My Fleet screen will provide access to truck detail information on the major components of the vehicle, warranty information, available vehicle photographs, vehicle drawings, sales options, applicable vehicle software downloads, etc.

#### **Parts Screens**

The Parts screens will provide parts look-up capability of Pierce Manufacturing sourced items, with the aid of digital photographs, part drawings and assembly drawings. The parts search application will permit the searching of parts by item description or function group (major system category). The parts application will provide the ability to submit electronically a parts order, parts quote, or parts return request directly to Pierce Manufacturing for processing.

# **Warranty Screen**

The Warranty screens will provide dealers the ability to submit electronically warranty claims directly to Pierce Manufacturing for reimbursement.

# **My Reports Screens**

The My Reports screens will provide access to multiple dealer reports to allow the dealership to maintain communication with the customer on the status of orders, claims, and phone contacts.

# **Technical Support Screens**

The Technical Support screens will provide access to all currently published Operation and Maintenance and Service Publications. Access to Pierce Manufacturing Service Bulletins and Work Instructions, containing information on current service topics and recommendations will be provided.

# **Training**

The Training screens will provide access to upcoming training classes offered by Pierce Manufacturing along with interactive electronic learning modules (Operators Guides) covering the operation of major vehicle components will be provided. Access to training manuals used in Pierce Manufacturing training classes will be provided.

#### **About Pierce**

Access to customer service articles, corporate news, quarterly newsletters, and key contacts within the Customer Service Department will be provided. The current Customer Service Policy and Procedure Manual, detailing the operation of the Customer Service group will also be accessible.

## **BID BOND NOT REQUESTED**

A bid bond will not be included. If requested, the following will apply:

All bidders will provide a bid bond as security for the bid in the form of a 5% bid bond to accompany their bid. This bid bond will be issued by a Surety Company who is listed on the U.S. Treasury Departments list of acceptable sureties as published in Department Circular 570. The bid bond will be issued by an authorized representative of the Surety Company and will be accompanied by a certified power of attorney dated on or before the date of bid. The bid bond will include language, which assures that the bidder/principal will give a bond or bonds as may be specified in the bidding or contract documents, with good and sufficient surety for the faithful performance of the contract, including the Basic One (1) Year Limited Warranty, and for the prompt payment of labor and material furnished in the prosecution of the contract.

Notwithstanding any document or assertion to the contrary, any surety bond related to the sale of a vehicle will apply only to the Basic One (1) Year Limited Warranty for such vehicle. Any surety bond related to the sale of a vehicle will not apply to any other warranties that are included within this bid (OEM or otherwise) or to the warranties (if any) of any third party of any part, component, attachment or accessory that is incorporated into or attached to the vehicle. In the event of any contradiction or inconsistency between this provision and any other document or assertion, this provision will prevail.

# PERFORMANCE BOND NOT REQUESTED

A performance bond will not be included. If requested at a later date, one will be provided to you for an additional cost and the following will apply:

The successful bidder will furnish a Performance and Payment bond (Bond) equal to 100 percent of the total contract amount within 30 days of the notice of award. Such Bond will be in a form acceptable to the Owner and issued by a surety company included within the Department of Treasury's Listing of Approved Sureties (Department Circular 570) with a minimum A.M. Best Financial Strength Rating of A

and Size Category of XV. In the event of a bond issued by a surety of a lesser Size Category, a minimum Financial Strength rating of A+ is required.

Bidder and Bidder's surety agree that the Bond issued hereunder, whether expressly stated or not, also includes the surety's guarantee of the vehicle manufacturer's Bumper to Bumper warranty period included within this proposal. Owner agrees that the penal amount of this bond will be simultaneously amended to 25 percent of the total contract amount upon satisfactory acceptance and delivery of the vehicle(s) included herein. Notwithstanding anything contained within this contract to the contrary, the surety's liability for any warranties of any type will not exceed three (3) years from the date of such satisfactory acceptance and delivery, or the actual Bumper to Bumper warranty period, whichever is shorter.

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

# **APPROVAL DRAWING**

A drawing of the proposed apparatus will be prepared and provided to the purchaser for approval before construction begins. The Pierce sales representative will also be provided with a copy of the same drawing. The finalized and approved drawing will become part of the contract documents. This drawing will indicate the chassis make and model, location of the lights, siren, horns, compartments, major components, etc.

A "revised" approval drawing of the apparatus will be prepared and submitted by Pierce to the purchaser showing any changes made to the approval drawing.

## **ELECTRICAL WIRING DIAGRAMS**

Two (2) electrical wiring diagrams, prepared for the model of chassis and body, will be provided.

## **ARROW XT CHASSIS**

The Pierce Arrow XT™ is the custom chassis developed exclusively for the fire service. The chassis provided will be a new, tilt-type custom fire apparatus. The chassis will be manufactured in the apparatus body builder's facility eliminating any split responsibility. The chassis will be designed and manufactured for heavy duty service, with adequate strength, capacity for the intended load to be sustained, and the type of service required. The chassis will be the manufacturer's heavy duty line tilt cab.

# **WHEELBASE**

The wheelbase of the vehicle will be 177.50.

#### **GVW RATING**

The gross vehicle weight rating will be 46,800.

## **FRAME**

The chassis frame will be built with two (2) steel channels bolted to five (5) cross members or more, depending on other options of the apparatus. The side rails will have a 13.38" tall web over the front and mid sections of the chassis, with a continuous smooth taper to 10.75" over the rear axle. Each rail will have a section modulus of 25.992 cubic inches and a resisting bending moment (rbm) of 3,119,040 in-lb over the critical regions of the frame assembly, with a section modulus of 18.96 cubic inches with an rbm of 2,275,200 in-lb over the rear axle. The frame rails will be constructed of 120,000 psi yield strength heat-treated 0.38" thick steel with 3.50" wide flanges.

#### FRAME REINFORCEMENT

In addition, a mainframe inverted "L" liner will be provided. It will be heat-treated steel measuring 12.00" x 3.00" x 0.25". Each liner will have a section modulus of 7.795 cubic inches, yield strength of 110,000 psi, and rbm of 857,462 in-lb. Total rbm at wheelbase center will be 3,976,502 in-lb.

The frame liner will be mounted inside of the chassis frame rail, beginning at the front edge of the mainframe rail and extending to the rear cab cross member.

## FRONT NON DRIVE AXLE

The Oshkosh TAK-4® front axle will be of the independent suspension design with a ground rating of 22.800 lb.

Upper and lower control arms will be used on each side of the axle. Upper control arm castings will be made of 100,000 psi yield strength 8630 steel and the lower control arm casting will be made of 55,000 psi yield ductile iron.

The center cross members and side plates will be constructed out of 80,000 psi yield strength steel.

Each control arm will be mounted to the center section using elastomer bushings. These rubber bushings will rotate on low friction plain bearings and be lubricated for life. Each bushing will also have a flange end to absorb longitudinal impact loads, reducing noise and vibrations.

There will be nine (9) grease fittings supplied, one (1) on each control arm pivot and one (1) on the steering gear extension.

The upper control arm will be shorter than the lower arm so that wheel end geometry provides positive camber when deflected below rated load and negative camber above rated load.

Camber at load will be 0 degrees for optimum tire life.

The ball joint bearing will be of low friction design and be maintenance free.

Toe links that are adjustable for alignment of the wheel to the center of the chassis will be provided.

The wheel ends will have little to no bump steer when the chassis encounters a hole or obstacle.

The steering linkage will provide proper steering angles for the inside and outside wheel, based on the vehicle wheelbase.

The axle will have a turning angle of up to 45 degrees.

# **FRONT SUSPENSION**

Front Oshkosh TAK-4<sup>™</sup> independent suspension will be provided with a minimum ground rating of 22,800 lb.

The independent suspension system will be designed to provide maximum ride comfort. The design will allow the vehicle to travel at highway speeds over improved road surfaces and at moderate speeds over rough terrain with minimal transfer of road shock and vibration to the vehicle's crew compartment.

Each wheel will have torsion bar type spring. In addition, each front wheel end will also have energy absorbing jounce bumpers to prevent bottoming of the suspension.

The suspension design will be such that there is at least 10.00" of total wheel travel and a minimum of 3.75" before suspension bottoms.

The torsion bar anchor lock system allows for simple lean adjustments, without the use of shims. One can adjust for a lean within 15 minutes per side. Anchor adjustment design is such that it allows for ride height adjustment on each side.

The independent suspension was put through a durability test that simulated 140,000 miles of inner city driving.

#### FRONT SHOCK ABSORBERS

KONI heavy-duty telescoping shock absorbers will be provided on the front suspension.

#### FRONT OIL SEALS

Oil seals with viewing window will be provided on the front axle.

# **FRONT TIRES**

Front tires will be Goodyear 425/65R22.50 radials, 20 ply Armor MAX MSA, rated for 22,800 lb maximum axle load and 75 mph maximum speed.

The tires will be mounted on Alcoa 22.50" x 12.25" polished aluminum disc type wheels with a ten (10)stud, 11.25" bolt circle.

#### **REAR AXLE**

The rear axle will be Meritor<sup>™</sup>, Model RS-24-160, with a capacity of 24,000 lb.

# **TOP SPEED OF VEHICLE**

NFPA 1901, 2016 edition requires limits on the top speed of vehicles. NFPA 4.15.2 requires that the maximum top speed of fire apparatus with a GVWR over 26,000 lb will not exceed either 68 mph or the manufacturer's maximum fire service speed rating for the tires installed on the apparatus, whichever is lower. NFPA 4.15.3 requires that if the combined water tank and foam agent tank on the fire apparatus exceed 1250 gallons or the GVWR of the vehicle is over 50,000 lb, the maximum top speed

of the apparatus will not exceed either 60 mph or the manufacturer's maximum fire service speed rating for the tires installed on the apparatus, whichever is lower. It is the intention of the standard to improve safety by limiting the speed of all apparatus to 68 mph, and tankers or heavy apparatus to 60 mph. By requesting an exception to this requirement, the purchasing authority is consciously choosing to operate their apparatus at speeds above the limits designated as safe speeds by the NFPA Technical Committee on Fire Department Apparatus.

The top speed of the apparatus as manufactured exceeds the NFPA requirements. Per fire department specification of a top speed that exceeds NFPA requirements, the apparatus will be non-compliant to NFPA 1901 standards at time of contract execution.

A rear axle ratio will be furnished to allow the vehicle to reach an approximate top speed of 68 MPH.

#### **REAR SUSPENSION**

The rear springs will be Standens semi-elliptical, 3.00" x 52.00", 12 leaves main with a ground rating of 27,000 lb. Castings will be used for spring hangers with provisions for lubrication. The grease fittings will be 90 degree type and will be accessible without removing the wheels or cutting any sheet metal. The two (2) top leaves will wrap the forward spring hanger pin and the top leaf will wrap the rear spring hanger pin on both the front and rear suspensions.

Kaiser spring pins will be provided, with double figure-eight grease grooves and a layer of electroless nickel plating, 1.0 mil thick, around the entire pin. The bushing that holds the spring pin in place will also have a grease groove.

#### **REAR OIL SEALS**

Oil seals will be provided on the rear axle(s).

# **REAR TIRES**

Rear tires will be four (4) Goodyear® 12R22.50 radials, 16 ply all season G622 RSD tread, rated for 27,120 lb maximum axle load and 75 mph maximum speed.

The tires will be mounted on Alcoa 22.50" x 8.25" polished aluminum disc wheels with a ten (10) stud 11.25" bolt circle.

# **TIRE BALANCE**

All tires will be balanced with Counteract balancing beads. The beads will be inserted into the tire and eliminate the need for wheel weights.

#### TIRE PRESSURE MANAGEMENT

There will be a RealWheels LED AirSecure™ tire alert pressure management system provided, that will monitor each tire's pressure. A sensor will be provided on the valve stem of each tire for a total of six (6) tires.

The sensor will calibrate to the tire pressure when installed on the valve stem for pressures between 10 and 200 psi. The sensor will activate an integral battery operated LED when the pressure of that tire drops 5 to 8 psi.

Removing the cap from the sensor will indicate the functionality of the sensor and battery. If the sensor and battery are in working condition, the LED will immediately start to flash.

# **COVERS, LUG NUT, CHROME**

Real Wheels Brand Chrome lug nut covers will be supplied on front and rear wheels.

# **FRONT HUB COVERS**

Stainless steel hub covers will be provided on the front axle. An oil level viewing window will be provided.

#### **REAR HUB COVERS**

A pair of stainless steel high hat hub covers will be provided on rear axle hubs.

# **MUD FLAPS**

Mud flaps with a Pierce logo will be installed behind the front and rear wheels.

# WHEEL CHOCKS

There will be one (1) pair of Worden Safety Products, Model HWG-SB, wheel chocks provided.

Heavy Duty, large molded aluminum wheel chock with solid bottom, natural cast aluminum finish.

# **WHEEL CHOCK BRACKETS**

There will be one (1) pair of Worden Safety model U815T mounting wheel chock brackets provided . The brackets will be mounted under the LS3 compartment.

#### **ANTI-LOCK BRAKE SYSTEM**

The vehicle will be equipped with a Meritor WABCO 4S4M, anti-lock braking system. The ABS will provide a 4-channel anti-lock braking control on both the front and rear wheels. A digitally controlled system that utilizes microprocessor technology will control the anti-lock braking system. Each wheel will be monitored by the system. When any particular wheel begins to lockup, a signal will be sent to the control unit. This control unit then will reduce the braking of that wheel for a fraction of a second and then reapply the brake. This anti-lock brake system will eliminate the lockup of any wheel thus helping to prevent the apparatus from skidding out of control.

#### **BRAKES**

The service brake system will be full air type.

The front brakes will be Knorr/Bendix disc type with a 17.00" ventilated rotor for improved stopping distance.

The brake system will be certified, third party inspected, for improved stopping distance.

The rear brakes will be Meritor<sup>™</sup>, Disc Plus, Model EX225, disc operated with automatic slack adjusters and a 17.00" ventilated rotor for improved stopping distance.

# **BRAKE SYSTEM AIR COMPRESSOR**

The air compressor will be a Cummins/WABCO with 25.9 cubic feet per minute output.

#### **BRAKE SYSTEM**

The brake system will include:

- Bendix® dual brake treadle valve
- Heated automatic moisture ejector on air dryer
- Total air system capacity of 4,362 cubic inches
- Two (2) air pressure gauges with a red warning light and an audible alarm, that activates when air pressure falls below 60 psi
- Spring set parking brake system
- Parking brake operated by a push-pull style control valve
- A parking "brake on" indicator light on instrument panel
- Park brake relay/inversion and anti-compounding valve, in conjunction with a double check valve system, with an automatic spring brake application at 40 psi
- A pressure protection valve to prevent all air operated accessories from drawing air from the air system when the system pressure drops below 80 psi (550 kPa)
- 1/4 turn drain valve on each air tank

The air tank will be primed and painted to meet a minimum 750 hour salt spray test.

To reduce the effects of corrosion, the air tank will be mounted with stainless steel brackets.

## **BRAKE SYSTEM AIR DRYER**

The air dryer will be a Bendix AD-IP, with coalescing filter and heater.

## **BRAKE LINES**

Color-coded nylon brake lines will be provided. The lines will be wrapped in a heat protective loom in the chassis areas that are subject to excessive heat.

# AIR INLET/OUTLET

One (1) air inlet/outlet will be installed with the female coupling located on the driver side pump panel. This system will tie into the "wet" tank of the brake system and include a check valve in the inlet line and an 85 psi pressure protection valve in the outlet line. The air outlet will be controlled by a 1/4 turn valve.

A mating male fitting will be provided with the loose equipment.

The air inlet will allow a shoreline air hose to be connected to the vehicle. This will allow station air to be supplied to the brake system of the vehicle to insure constant air pressure.

#### ADDITIONAL AIR TANK

An additional air tank with 1454 cubic inch displacement will be provided to increase the capacity of the main air brake system. This tank will be plumbed into the rear half of the brake system.

The air tank will be primed and painted to meet a minimum 750 hour spray test. To reduce the effects of corrosion, the air tank will be mounted with stainless steel brackets.

The output flow of the engine air compressor will vary with engine rpm. Full compressor output will only be achieved at governed engine speed. Engine speed will be limited by generators, pumps and other PTO driven options.

#### **ENGINE**

The chassis will be powered by an electronically controlled engine as described below:

Make:	Cummins
Model:	X12
Power:	500 hp at 1900 rpm
Torque:	1700 lb-ft at 1000 rpm
Governed	2000 rpm
Speed:	
Emissions Level:	EPA 2024
Fuel:	Diesel
Cylinders:	Six (6)
Displacement:	720 cubic inches (11.8L)
Starter:	Delco 39MT™
Fuel Filters:	Spin-on style primary filter with water separator and water-in-fuel sensor.
	Secondary spin-on style filter.

The engine will include On-board diagnostics (OBD), which provides self diagnostic and reporting. The system will give the owner or repair technician access to state of health information for various vehicle sub systems. The system will monitor vehicle systems, engine and after treatment. The system will illuminate a malfunction indicator light on the dash console if a problem is detected.

#### REMOTE MOUNTED ENGINE FILTERS

The engine fuel and oil filters will be remote mounted for ease of maintenance.

## **HIGH IDLE**

A high idle switch will be provided, inside the cab, on the instrument panel, that will automatically maintain a preset engine rpm. A switch will be installed, at the cab instrument panel, for activation/deactivation.

The high idle will be operational only when the parking brake is on and the truck transmission is in neutral. A green indicator light will be provided, adjacent to the switch. The light will illuminate when the above conditions are met. The light will be labeled "OK to Engage High Idle."

## **ENGINE BRAKE**

A Jacobs® engine brake is to be installed with the controls located on the instrument panel within easy reach of the driver.

The driver will be able to turn the engine brake system on/off and have a high, medium and low setting.

The engine brake will activate when the system is on and the throttle is released.

The high setting of the brake application will activate and work simultaneously with the variable geometry turbo (VGT) provided on the engine.

The engine brake will be installed in such a manner that when the engine brake is slowing the vehicle the brake lights are activated.

The ABS system will automatically disengage the auxiliary braking device, when required.

#### **CLUTCH FAN**

A Horton® fan clutch will be provided. The fan clutch will be automatic when the pump transmission is in "Road" position, and fully engaged in "Pump" position.

#### **ENGINE AIR INTAKE**

The air intake with an ember separator will be mounted high on the passenger side of the cab, to the front of the crew cab door. The ember separator is designed to prevent road dirt and recirculating hot air from entering the engine. The ember separator will be easily accessible through a hinged stainless steel grille, with one (1) flush quarter turn latch.

#### **EXHAUST SYSTEM**

The exhaust system will include a Single Module™ aftertreatment device to meet current EPA standards. The exhaust system will be stainless steel from the turbo to the inlet of the aftertreatment device, and will be 5.00" in diameter. An insulation wrap will be provided on all exhaust pipes between the turbo and aftertreatment device to minimize the heat loss to the aftertreatment device. The exhaust will terminate horizontally ahead of the right side rear wheels. A tailpipe diffuser will be provided to reduce the temperature of the exhaust as it exits. Heat deflector shields will be provided to isolate chassis and body components from the heat of the tailpipe diffuser.

#### RADIATOR

The radiator and the complete cooling system will meet or exceed NFPA and engine manufacturer cooling system standards.

For maximum corrosion resistance and cooling performance, the entire radiator core will be constructed using long life aluminum alloy. The core will be made of aluminum fins, having a serpentine design, brazed to aluminum tubes. The tubes will be brazed to aluminum headers. The radiator core will have a minimum frontal area of approximately 1,352 square inches. Supply tank made of glass-reinforced nylon and a return tank of cast aluminum alloy will be crimped on to the core assembly using header tabs and a compression gasket to complete the radiator core assembly. The radiator will be compatible with commercial antifreeze solutions.

There will be a full steel frame around the entire radiator core assembly. The radiator core assembly will be isolated within the steel frame by rubber inserts to enhance cooling system durability and reliability. The radiator will be mounted in such a manner as to prevent the development of leaks

caused by twisting or straining when the apparatus operates over uneven ground. The radiator assembly will be isolated from the chassis frame rails with rubber isolators.

The radiator assembly will include an integral de-aeration tank permanently mounted to the top of the radiator framework, with a readily accessible remote-mounted overflow tank. For visual coolant level inspection, the radiator will have a built-in sight glass. The radiator will be equipped with a 15 psi pressure relief cap.

A drain port will be located at the lowest point of the cooling system and/or the bottom of the radiator to permit complete flushing of the coolant from the system.

A heavy-duty fan will draw in fresh, cool air through the radiator. Shields or baffles will be provided to prevent recirculation of hot air to the inlet side of the radiator.

## **COOLANT LINES**

Gates, or Goodyear, rubber hose will be used for all engine coolant lines installed by Pierce Manufacturing.

Hose clamps will be stainless steel constant torque type to prevent coolant leakage. They will expand and contract according to coolant system temperature thereby keeping a constant clamping pressure on the hose.

# **FUEL TANK**

A 65 gallon fuel tank will be provided and mounted at rear of chassis. The tank will be constructed of 12-gauge, hot rolled steel. It will be equipped with swash partitions and a vent. To eliminate the effects of corrosion, the fuel tank will be mounted with stainless steel straps.

A .75" drain plug will be provided in a low point of the tank for drainage.

A fill inlet will be located on the left hand and right hand sides of the body and be covered with a hinged, spring loaded, stainless steel door that is marked "Ultra Low Sulfur - Diesel Fuel Only."

A .50" diameter vent will be provided running from top of tank to just below fuel fill inlets.

The tank will meet all FHWA 393.67 requirements including a fill capacity of 95 percent of tank volume.

Servicing the fuel tank pick-up tubes and fuel gauge sending unit will be capable of being accomplished by draining fuel and dropping tank.

All fuel lines will be provided as recommended by the engine manufacturer.

## **DIESEL EXHAUST FLUID TANK**

A 4.5 gallon diesel exhaust fluid (DEF) tank will be provided and mounted in the driver's side body rearward of the rear axle.

A 0.50" drain plug will be provided in a low point of the tank for drainage.

A fill inlet will be provided and marked "Diesel Exhaust Fluid Only". The fill inlet will be located adjacent to the air bottle storage behind a common door on the driver side of the vehicle.

The tank will meet the engine manufacturers requirement for 10 percent expansion space in the event of tank freezing.

The tank will include an integrated heater unit that utilizes engine coolant to thaw the DEF in the event of freezing.

## **FUEL PRIMING PUMP**

A Cummins automatic electronic fuel priming pump will be integrated as part of the engine.

## **FUEL SHUTOFF**

A shutoff valve will be installed in the fuel line, near the filter.

### **FUEL COOLER**

An air to fuel cooler will be installed in the engine fuel return line.

### **FUEL SEPARATOR**

The engine will be equipped with a Racor in-line spin-on fuel and water separator in addition to the engine fuel filters.

### **TRANSMISSION**

An Allison 6th generation, Model EVS 4000P, electronic, torque converting, automatic transmission will be provided.

The transmission will be equipped with prognostics to monitor oil life, filter life, and transmission health. A wrench icon on the shift selector's digital display will indicate when service is due.

Two (2) PTO openings will be located on left side and top of converter housing (positions 8 o'clock and 1 o'clock).

A transmission temperature gauge with amber light and buzzer will be installed on the cab instrument panel.

## **TRANSMISSION SHIFTER**

A six (6)-speed push button shift module will be mounted to right of driver on console. Shift position indicator will be indirectly lit for after dark operation.

The transmission ratio will be:

1st	3.51 to 1.00
2nd	1.91 to 1.00
3rd	1.43 to 1.00
4th	1.00 to 1.00
5th	0.75 to 1.00

6th	)	0.64 to 1.00
R		4.80 to 1.00

### TRANSMISSION PROGRAMMING

The transmission will be programmed to automatically shift the transmission to neutral when the parking brake is set to simplify operation and increase operational safety.

# **TRANSMISSION COOLER**

An externally mounted Modine bar plate transmission oil cooler will be provided using engine coolant to control the transmission oil temperature. The internal bar plates will be constructed of stainless steel. The cooler's housing will be constructed of 1020 steel, coated to protect from corrosion. The cooler will be tagged with information including OEM part number, vendor serial number and date / lot code.

### **DRIVELINE**

Drivelines will be a heavy-duty metal tube and be equipped with Spicer® 1810 universal joints.

The shafts will be dynamically balanced before installation.

A splined slip joint will be provided in each driveshaft where the driveline design requires it. The slip joint will be coated with Glidecoat® or equivalent.

### **STEERING**

Dual Sheppard, Model M110, steering gears, with integral heavy-duty power steering, will be provided. For reduced system temperatures, the power steering will incorporate an air to oil cooler and an Eaton, Model VN20, hydraulic pump with integral pressure and flow control. All power steering lines will have wire braded lines with crimped fittings.

A tilt and telescopic steering column will be provided to improve fit for a broader range of driver configurations.

### **STEERING WHEEL**

The steering wheel will be 18.00" in diameter, have tilting and telescoping capabilities, and a 2-spoke design.

## **LOGO AND CUSTOMER DESIGNATION ON HORN BUTTON**

The steering wheel will have an emblem containing the Pierce logo and customer name. The emblem will have three (3) rows of text for the customer's department name. There will be a maximum of eight (8) characters in the first row, 11 characters in the second row and 11 characters in the third row.

The first row of text will be: [Text, Row One]

The second row of text will be: SFSFR

The third row of text will be: [Text, Row Three]

### **BUMPER**

A one (1)-piece, ten (1) gauge, 304-2B type polished stainless steel bumper, a minimum of 10.00" high, will be attached to a bolted modular extension frame constructed of 50,000 psi tensile steel C channel mounted directly behind it to provide adequate support strength.

The bumper will be extended 19.00" from front face of cab.

## **Gravel Pan**

A gravel pan, constructed of bright aluminum treadplate, will be furnished between the bumper and cab face. The gravel pan will be properly supported from the underside to prevent flexing and vibration of the aluminum treadplate.

### **CENTER HOSE TRAY**

A hose tray, constructed of aluminum, will be placed in the center of the bumper extension.

The tray will have a capacity of 125' of 1.75" double jacket cotton-polyester hose.

Black rubber grating will be provided at the bottom of the tray. Drain holes are also provided.

## **Center Hose Tray Cover**

A bright aluminum treadplate cover will be provided over the center hose tray.

The cover will be attached with a stainless steel hinge.

One (1) D-ring latch will secure the cover in the closed position and a mechanical stay arm will hold the cover in the open position.

### **RIGHT SIDE HOSE TRAY**

A hose tray will be placed in the right side of the extended bumper.

The tray will have a capacity of 25' of 4"

Black rubber grating will be provided at the bottom of the tray. Drain holes will be provided.

### **Right Side Hose Tray Restraint**

There will be one (1) pair hose tray restraint straps over the right side hose tray.

The restraints will be a pair of 2.00" wide black nylon straps with Velcro® fasteners provided. The strap(s) will be used to secure the hose in the tray.

### **LIFT AND TOW MOUNTS**

Mounted to the frame extension will be lift and tow mounts. The lift and tow mounts will be designed and positioned to adapt to certain tow truck lift systems.

The lift and tow mounts with eyes will be painted the same color as the frame.

## **TOW HOOKS**

No tow hooks are to be provided. This truck will be equipped with a lift and tow package with integral tow eyes.

### **FULL WIDTH RUBBER BUMPER**

A full width, rubber bumper will be installed on the front 45 degree angle front edge of the center bumper tray to aid in protection when cover is opened.

## REINFORCED DROP DOWN BUMPER SECTION WITH COVER

A front section of the bumper will be hinged to drop down on the center tray.

A treadplate cover will be provided to meet with the top of the drop down section of the bumper. Stiffeners will be provided on the underside of the cover.

A single release D-ring latch will be provided in the center of the treadplate cover.

## **SPECIAL TRAY FLOORING**

The bottom corner, leading edge, of the front bumper tray(s) will be angled at 45 degrees to ensure that they will not decrease the trucks angle of approach.

two (2) tray(s) located on the center and passenger side tray of the bumper extension will be modified.

### CAB

The Arrow XT cab will be designed specifically for the fire service and will be manufactured by the chassis builder.

The cab will be built by the apparatus manufacturer in a facility located on the manufacturer's premises.

For reasons of structural integrity and enhanced occupant protection, the cab will be of heavy duty design, constructed to the following minimal standards.

The cab will have 12 main vertical structural members located in the A-pillar (front cab corner posts), B-pillar (side center posts), C-pillar (rear corner posts) and rear wall areas. The A-pillar will be constructed of solid A356-T5 aluminum. The B-pillar and C-pillar will be constructed from 0.25" heavy wall extrusions. The rear wall will be constructed of two (2) 4.00" x 2.00" outer aluminum extrusions and two (2) 3.00" x 2.00" inner aluminum extrusions. All main vertical structural members will run from the floor to 6.50" x 4.875" x 0.1875" thick roof extrusions to provide a cage-like structure with the A-pillar and roof extrusions being welded into a 0.36" thick corner casting at each of the front corners of the roof assembly.

The front of the cab will be constructed of a 0.25" thick gusset plate, covered with a 0.090" front skin (for a total thickness of 0.34"), and reinforced with a 95.00" wide x 11.13" deep x 0.50" thick cross-cab support located just below the windshield. The cross-cab support will run the full width of the cab and weld to each A-pillar, the 0.25" thick gusset plate and the front skin.

The cab floors will be constructed of 0.1875" thick aluminum plate and reinforced at the firewall with an additional 0.50" thick cross-floor support providing a total thickness of 0.6875" of structural material at the front floor area. The front floor area will also be supported with one (1) 0.50" plate bolted to one (1) 0.78" plate that also provides the mounting point for the cab lift. This tubing will run from the front of the cab to the 0.187" thick engine tunnel, creating the structure to support the forces created when lifting the cab.

The cab will be 94.75" wide (outside door skin to outside door skin) to maintain maximum maneuverability.

The forward cab section will have an overall height (from the cab roof to the ground) of approximately 103.00". The crew cab section will have a 10.00" raised roof, with an overall cab height of approximately 113.00". The overall height listed will be calculated based on a truck configuration with the lowest suspension weight ratings, the smallest diameter tires for the suspension, no water weight, no loose equipment weight, and no personnel weight. Larger tires, wheels, and suspension will increase the overall height listed.

The floor to ceiling height inside the crew cab will be 62.00" in the center and 69.25" in the outboard positions.

The crew cab floor will measure 40.12" from rear wall to the back side of engine tunnel.

The engine tunnel, at the rearward highest point (knee level), will measure 47.75" to the back wall.

The crew cab will be of the totally enclosed design with access doors constructed in the same manner as the driver and passenger doors.

The cab will be a full tilt cab style.

A 3-point cab mount system with rubber isolators will improve ride quality by isolating chassis vibrations from the cab.

#### CAB PUMP ENCLOSURE

The rear of the cab will be made to house the fire pump below the forward facing crew cab seats. The cab side panels will be notched to accommodate the pump panel.

### **CAB ROOF DRIP RAIL**

For enhanced protection from inclement weather, a drip rail will be furnished on the sides of the cab. The drip rail will be constructed of bright polished extruded aluminum, and be bonded to the sides of the cab. The drip rail will extend the full length of the cab roof.

#### INTERIOR CAB INSULATION

The cab will include 1.50" insulation in the ceiling and side walls, and 2.00" insulation in the rear wall to maximize acoustic absorption and thermal insulation.

### **FENDER LINERS**

Full circular inner fender liners in the wheel wells will be provided.

### WINDSHIELD

A curved safety glass windshield will be provided with over 2,754 square inches of clear viewing area. The cab windshield will have bright trim inserts in the rubber molding holding the glass in place. Economical windshield replacement glass will be readily available from local auto glass suppliers.

All cab glass will be tinted.

### WINDSHIELD WIPERS

Two (2) electric windshield wipers with washer will be provided that meet FMVSS and SAE requirements.

The washer reservoir will be able to be filled without raising the cab.

# **GLOVE BOX**

A glove box with a drop-down door will be installed in the front dash panel in front of the officer's position.

## **ENGINE TUNNEL**

Engine tunnel side walls will be constructed of 0.50" aluminum. The top will be constructed of 0.19" aluminum and will be tapered at the top to allow for more driver and passenger elbow room.

The engine tunnel will be insulated for protection from heat and sound. Perforated foil faced insulation will be over a closed cell foam affixed with pressure sensitive adhesive and further secured with mechanical fasteners. The noise insulation keeps the dBA level within the limits stated in the current NFPA 1901 standards.

#### CAB REAR WALL EXTERIOR COVERING

The exterior surface of the rear wall of the cab will be overlaid with bright aluminum treadplate except for areas that are not typically visible when the cab is lowered.

### **CAB LIFT**

A hydraulic cab lift system will be provided consisting of an electric powered hydraulic pump, dual lift cylinders, and necessary hoses and valves.

The hydraulic pump will have a manual override for backup in the event of electrical failure.

Lift controls will be located next to the pump panel in the LS3 compartment.

The engine will be easily accessible and capable of being removed with the cab tilted. The cab will be capable of tilting 45 degrees and 90 degrees with crane assist.

Cab will be locked down by a 2-point automatic spring-loaded hook mechanism that actuates after the cab has been lowered.

The hydraulic cylinders will be equipped with a velocity fuse that protects the cab from accidentally descending when the control is located in the tilt position.

For increased safety, a redundant mechanical stay arm will be provided that must be manually put in place on the driver side between the chassis and cab frame when cab is in the raised position. This device will be manually stowed to its original position before the cab can be lowered.

## Cab Lift Interlock

The cab lift system will be interlocked to the parking brake. The cab tilt mechanism will be active only when the parking brake is set and the ignition switch is in the on position. If the parking brake is released, the cab tilt mechanism will be disabled.

#### **GRILLE**

A bright finished aluminum mesh grille screen, inserted behind a bright finished grille surround, will be provided on the front center of the cab.

### **MIRRORS**

Ramco, Model 6001FFHR-750HR, polished aluminum 9.25" wide x 13.50" high mirrors, with full flat glass section, will be mounted on each side of the front cab corner. A convex section will be bolted to the top of each mirror.

The flat glass in each mirror will be heated and adjustable with remote controls that are convenient to the driver.

The convex section in each mirror will be heated and adjustable with remote controls.

### **DOORS**

To enhance entry and egress to the cab, the forward cab doors will be a minimum of 37.50" wide x 74.25" high. The crew cab doors will be located on the sides of the cab and will be constructed in the same manner as the forward cab doors. The crew cab doors will measure a minimum of 34.88" wide x 84.25" high.

The forward cab and crew cab doors will be constructed of extruded aluminum with a nominal material thickness of 0.125". The exterior door skins will be constructed from 0.090" aluminum.

A flush mounted, chrome plated paddle type door handle will be provided on the exterior of each cab door. Each door will also be provided with an interior flush paddle handle.

The cab doors will be provided with both interior (rotary knob) and exterior (keyed) locks as required by FMVSS 206. The locks will be capable of activating when the doors are open or closed. The doors will remain locked if locks are activated when the doors are opened, then closed.

A heavy duty, stainless steel, piano type hinge with a 0.38" pin and 11 gauge leaf will be provided on all cab doors. There will be double automotive type rubber seals around the perimeter of the door framing and door edges to ensure a weather tight fit.

A chrome grab handle will be provided on the inside of each cab and crew cab door.

The cab steps at each cab door location will be located inside the cab doors to protect the steps from weather elements.

## **Door Panels**

There will be a full height brushed stainless steel door panel installed on the inside of all cab doors. The cab door panels will be removable without disconnecting door and window mechanisms.

### **ELECTRIC OPERATED CAB DOOR WINDOWS**

All four (4) cab doors will be equipped with electric operated windows with flush mounted automotive style switches.

The drivers side lower instrument panel will also have four (4) controls, one (1) for each door window.

### **ELECTRIC CAB DOOR LOCKS**

The front driver and officer doors will have a door lock master switch that will control all front and rear crew cab door locks. Each rear crew cab door will have its own lock control.

There will be one (1) concealed switch located in an easily accessible chassis specific location that will unlock all the doors.

The lock system will include two (2) key FOBs that allow for keyless entry into the vehicle. The key FOB system will use code hopping technology for high security and be FCC part 15 compliant.

#### **KEY PAD FOR ELECTRIC DOOR LOCKS**

For improved convenience, the cab door locks will include a Trimark keypad entry system to provide complete keyless entry to the cab. There will be two (2) keypads provided, located one (1) each side of the cab behind the front cab doors. The keypads will include visual and audio feedback to confirm activation and acknowledge correct entry code. For enhanced night time use, the keypads will be lighted. For increased security, the system will allow over 3,000 possible code combinations.

#### CAB STEPS

The forward cab and crew cab access steps will be a full size two (2) step design to provide largest possible stepping surfaces for safe ingress and egress. The bottom steps will be designed with a grip pattern punched into bright aluminum treadplate material to provide support, slip resistance, and drainage. The bottom steps will be a bolt-in design to minimize repair costs should they need to be replaced. The forward cab steps will be a minimum 24.75" wide, and the crew cab steps will be 21.25" wide with an 8.00" minimum depth. The inside cab steps will not exceed 18.00" in height and be limited to two (2) steps.

#### CAB EXTERIOR HANDRAILS

A Hansen knurled aluminum handrail will be provided adjacent to each cab and crew cab door opening to assist during cab ingress and egress. Each handrail will be provided with white LED lights. The lights will be activated when the parking brake is applied. The LED lights may be load managed.

### **STEP LIGHTS**

There will be four (4) white P25 LED step lights provided. The lights will be installed at each cab and crew cab door, one (1) per step. The lights will be located in the driver side front doorstep, driver side crew cab doorstep, passenger side front doorstep and passenger side crew cab doorstep.

In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15.00" x 15.00" square placed 10.00" below the light and a minimum of 1.5 fc covering an entire 30.00" x 30.00" square at the same 10.00" distance below the light.

The light(s) will have a chrome housing.

The lights will be activated when the adjacent door is opened.

### **FENDER CROWNS**

Stainless steel fender crowns will be installed at the cab wheel openings. The fender crowns will have a radius outside corner that will allow the fender crown to extend out further than the standard width crown, thus extending beyond the sidewall of the front tires and allow the crew cab doors to open fully.

### ADDITIONAL HANDRAIL

There will be one (1) 12.00" long x 1.25" diameter handrail(s) mounted to the ceiling at final inspection. Backing and reinforcement will be provided for each handrail, Each handrail will be an anodized aluminum extrusion with a ribbed design to provide a positive gripping surface.

### LEFT SIDE UPPER CREW CAB DOOR WINDOW TINT

The upper window in the left side crew cab door will be tinted privacy dark gray.

#### LEFT SIDE ROLLUP CREW CAB DOOR WINDOW TINT

The rollup window in the left side crew cab door will be tinted privacy dark gray.

## RIGHT SIDE UPPER CREW CAB DOOR WINDOW TINT

The upper window in the right side crew cab door will be tinted privacy dark gray.

#### RIGHT SIDE ROLLUP CREW CAB DOOR WINDOW TINT

The rollup window in the right side crew cab door will be tinted privacy dark gray.

# **FOLDING FOOT REST**

There will be a folding foot rest provided in front of the officer seat, mounted to the power distribution panel.

### **WORK SURFACE ON ENGINE TUNNEL**

There will be a 0.25" work surface provided on the engine tunnel. The work surface will be flat. It will not contour to the engine tunnel. The front of the work surface will be spaced off the engine tunnel .50". The work surface will extend the entire length of the engine tunnel.

A 0.25" smooth aluminum plate will also be bolted to the top and sides of the engine blister. The mounting plate will contour to match the engine blister.

The work surface and mounting plate will be painted to match the cab interior.

### **EQUIPMENT MOUNTING SHELF**

There will be a shelf for permanent mounting of equipment provided. A quantity of one (1) will be located between the ems cabinet on top of the engine blister.

Each shelf will have a 2.00" lip around edge.

Each shelf will be fabricated from aluminum and will be painted to match the cab interior.

Tray not intended for storage of loose equipment. Items stored on tray will be permanently attached to meet NFPA requirements.

### **CAB INTERIOR**

The left and right side dash and center console will be a flat faced design to provide easy maintenance and will be constructed out of painted aluminum.

The engine tunnel will be padded and covered with leather grain vinyl resistant to oil, grease and mildew.

For durability and ease of maintenance, the cab interior side walls will be painted aluminum. The rear wall will be painted aluminum.

The headliner will be installed in both forward and rear cab sections. Headliner material will be vinyl. A sound barrier will be part of its composition. Material will be installed on aluminum sheet and securely fastened to interior cab ceiling.

Forward portion of cab headliner will provide easy access for servicing electrical wiring or for other maintenance needs without removing the entire unit.

## **CAB INTERIOR UPHOLSTERY**

The cab interior upholstery will be 36 oz black vinyl.

### **CAB INTERIOR PAINT**

The following metal surfaces will be painted black, vinyl textured paint:

- Modesty panel in front of driver
- Vertical surface of dash in front of the officer (not applicable for recessed dash)
- Power distribution in front of the officer
- Rear heater vent panels

The remaining cab interior metal surfaces will be painted fire smoke gray, vinyl texture paint.

### **CAB FLOOR**

The cab and crew cab floor areas will be covered with Polydamp™ acoustical floor mat consisting of a black pyramid rubber facing and closed cell foam decoupler.

The top surface of the material has a series of raised pyramid shapes evenly spaced, which offer a superior grip surface. Additionally, the material has a 0.25" thick closed cell foam, no water absorption, which offers a sound dampening material for reducing sound levels.

### CAB DEFROSTER

There will be a 41,000 BTU defroster in the cab located under the engine tunnel.

The defroster ventilation will be built into the design of the cab dash instrument panel and will be easily removable for maintenance.

The defroster will have a 3-speed blower and temperature controls accessible to the driver and officer.

The defroster ducts will be designed to provide maximum defrosting capabilities for the front cab windows.

### AIR CONDITIONING

A high-performance, customized air conditioning system will be furnished inside the cab and crew cab. A 19.10 cubic inch compressor will be installed on the engine.

The air conditioning system will be capable of cooling the average cab temperature from 100 degrees Fahrenheit to 72 degrees Fahrenheit at 50 percent relative humidity within 30 minutes. The cooling performance test will be run only after the cab has been heat soaked at 100 degrees Fahrenheit for a minimum of 4 hours.

A roof-mounted condenser that meets and exceeds the performance specification will be installed on the cab roof. The condenser cover to be painted to match the cab roof.

An evaporator unit that meets and exceeds the performance specification will be installed in the cab, located in the center of the cab ceiling over the engine tunnel. The evaporator will include two (2) high performance cores and plenums with multiple outlets, one (1) plenum directed to the front and one (1) plenum directed to the rear of the cab.

The evaporator unit will be provided with adjustable air outlets strategically located to direct air flow to the driver, officer and crew cab area.

All hose used will be class 1 type to reduce moisture ingression into the air conditioning system.

The air conditioner refrigerant will be R-134A and will be installed by a certified technician.

The air conditioner will be controlled by a single electronic control panel. For ease of operation, the control panel will include variable adjustment for temperature and fan control and be conveniently located on the dash in clear view of the driver.

### **GRAVITY DRAIN TUBES**

Two (2) condensate drain tubes will be provided for the air conditioning evaporator. The drip pan will have two (2) drain tubes plumbed separately to allow for the condensate to exit the drip pan.

# **AIR CONDITIONING FILTER ACCESS**

The air conditioning evaporator filter access will be located on the exterior of the evaporator cover. The panels will be held in place with easily removable brackets for ease of maintenance.

## **SUN VISORS**

Two (2) smoked Lexan<sup>™</sup> sun visors will be provided. The sun visors will be located above the windshield with one (1) mounted on each side of the cab.

There will be a black plastic thumb latch provided to help secure each sun visor in the stowed position.

### **GRAB HANDLE**

A black rubber covered grab handle will be mounted on the lower portion of the driver's side cab entrance to assist in entering the cab. The grab handle will be securely mounted to the post area between the door and steering wheel column.

An additional black rubber covered grab handle will be mounted on the driver's side door post of the driver's side cab door to assist in entering the cab. The grab handle will be securely mounted to the post area between the door and windshield.

A black rubber covered grab handle will be mounted on the passenger's side door post, above the instrument panel.

### **ENGINE COMPARTMENT LIGHTS**

There will be one (1) Whelen, Model 3SC0CDCR, 12 volt DC, 3.00" white LED light(s) with Whelen, Model 3FLANGEC, chrome flange kit(s) installed under the cab to be used as engine compartment illumination.

These light(s) will be activated automatically when the cab is raised.

#### **ACCESS TO ENGINE DIPSTICKS**

For access to the engine oil and transmission fluid dipsticks, there will be a door on the engine tunnel, inside the crew cab. The door will be on the rear wall of the engine tunnel, on the vertical surface.

The engine oil dipstick will allow for checking only. The transmission dipstick will allow for both checking and filling.

The door will have a rubber seal for thermal and acoustic insulation. One (1) flush lift and turn latch with black finish will be provided on the access door.

#### MAP BOX

A map box with four (4) bins, open at top, will be installed to be placed at final inspection. The overall map box will be 13.00" wide x 8.50" high x 8.00" deep. Each bin will be 13.00" wide x 8.50" high x 2.00" deep. The front bin will have a half moon cutout on the top.

The map box will be constructed of 0.125" aluminum and will be painted to match the cab interior.

# **SEATING CAPACITY**

The seating capacity in the cab will be four (4).

### **DRIVER SEAT**

A USSC, Model VALOR-DHAN6N03-XX, air suspension seat will be provided in the cab for the driver. For increased convenience, the seat will include a 6-way pneumatic adjustment control. To provide flexibility for multiple driver configurations, the seat will have a reclining back, adjustable from 90 degrees to 45 degrees rearward. To ensure safe operation, the seat will be equipped with seat belt sensors in the seat cushion and belt receptacle that will activate an alarm indicating a seat is occupied but not buckled.

The seat will be furnished with a 3-point, shoulder type seat belt. The seat belt will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.

### **OFFICER SEAT**

A USSC, air suspension seat will be provided in the cab for the officer. The seat will have a reclining, R-back style seat back. For increased convenience, the seat will include a manual control to adjust the height (3.00" travel) and horizontal position (4.25" travel). To ensure safe operation, the seat will be equipped with seat belt sensors in the seat cushion and belt receptacle that will activate an alarm indicating a seat is occupied but not buckled.

The seat will be furnished with a 3-point, shoulder type seat belt. The seat belt will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.

There will be no additional contaminant mitigation vinyl covers shipped loose with the seat.

### **REAR FACING LEFT SIDE CABINET**

A rear facing cabinet will be provided in the crew cab at the left side outboard position. The cabinet will be mounted off the edge of the seat riser.

The cabinet will be 23.00" wide x 30.00" high x 17.50" deep with one (1) Gortite rollup door with satin anodized finish, locking with #751 key. The frame to frame will be 17.00" wide x 24.75" high. The minimum clear door opening will be 14.25" wide x 18.87" high.

The cabinet will include one (1) infinitely adjustable shelf with a 0.75" up-turned lippainted to match the cab interior.

The cabinet will include no louvers.

The cabinet will have exterior access with one (1) double pan door painted to match the cab exterior with a locking D-ring latch with #751 key. The clear door opening will be 14.00" wide x 26.75" high. The door will be located on the side of the cab over the wheelwell. A rubber bumper will be used as a door stop.

The exterior access will be provided with a polished stainless steel scuffplate on the lower door frame.

The cabinet will be constructed of smooth aluminum and painted to match the cab interior.

## Cabinet Light

There will be one (1) white LED strip light installed on the left side of the exterior cabinet door opening. The lights will be controlled by an automatic door switch on the interior and exterior doors. The interior rollup door will also have a rocker switch provided to control the lighting.

## **REAR FACING RIGHT SIDE CABINET**

A rear facing cabinet will be provided in the crew cab at the right side outboard position. The cabinet will be mounted off the edge of the seat riser.

The cabinet will be 20.00" wide x 30.00" high x 15.50" deep with one (1) Amdor rollup door with anodized finish, locking with #751 key. The frame to frame opening will be 14.00" wide x 24.75" high. The minimum clear door opening of the cabinet will be 11.25" wide x 18.87" high.

The cabinet will include one (1) infinitely adjustable shelf with a 0.75" up-turned lippainted to match the cab interior.

The cabinet will include no louvers.

The cabinet will also provide access from outside the cab with one (1) double pan door painted to match the cab exterior with a locking D-ring latch with #751 key. A rubber bumper will be provided as a door stop. The exterior clear door opening will be 10.00" wide x 26.75" high.

The exterior access will be provided with no scuffplate on the lower door frame.

The cabinet will be constructed of smooth aluminum, and painted to match the cab interior.

# Cabinet Light

There will be one (1) white LED strip light installed on the right side of the exterior cabinet door opening. The lights will be controlled by an automatic door switch.

## FORWARD FACING DRIVER SIDE OUTBOARD SEAT

There will be one (1) forward facing, USSC, foldup high back seat provided in the driver side outboard position in the crew cab. The seat will be moved 3.00" inboard from the standard mounting location. The seat back will be a R-back style with an adjustable recline angle. For optimal comfort, the seat will be provided with 17.00" deep cushion. To ensure safe operation, the seat will be equipped with a sensor in the seat cushion and belt receptacle that will activate an alarm indicating the seat is occupied but not buckled.

An arm rest will be provided on the outboard side of the seat.

The seat will be furnished with a 3-point, shoulder type seat belt. The seat belt will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.

There will be no additional contaminant mitigation vinyl covers shipped loose with the seat.

## **FORWARD FACING CENTER CABINET**

A forward facing cabinet will be provided in the crew cab at the center position. The forward facing corners will be chamfered.

The cabinet will be 36.00" wide x 26.00" high x 22.50" deep with one (1) ROM Series IV rollup door with anodized finish, locking with #751 key. The frame to frame opening of the cabinet will be 28.00" wide x 20.75" high. The minimum clear door opening will be 25.25" wide x 14.87" high.

The cabinet will include one (1) infinitely adjustable shelf with a 1.25" up-turned lippainted to match the cab interior.

The cabinet will include no louvers.

The cabinet will be constructed of smooth aluminum, and painted to match the cab interior.

## **Cabinet Light**

There will be one (1) white LED strip light installed on the right side of the interior cabinet door opening and one (1) white LED strip light installed on the left side of the interior cabinet door opening. The lighting will be controlled by an automatic door switch.

### FORWARD FACING PASSENGER SIDE OUTBOARD SEAT

There will be one (1) forward facing, USSC, foldup high back seat provided in the passenger side outboard position in the crew cab. The seat will be moved 3.00" inboard from the standard mounting location. The seat back will be a R-back style with an adjustable recline angle. For optimal comfort, the seat will be provided with 17.00" deep cushion. To ensure safe operation, the seat will be equipped with a sensor in the seat cushion and belt receptacle that will activate an alarm indicating the seat is occupied but not buckled.

An arm rest will be provided on the outboard side of the seat.

The seat will be furnished with a 3-point, shoulder type seat belt. The seat belt will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.

There will be no additional contaminant mitigation vinyl covers shipped loose with the seat.

### **REAR FACING CENTER CABINET**

A rear facing cabinet will be provided on the top rear of the engine tunnel, to the left of the engine tunnel blister.

The cabinet will be 20.00" wide x 11.00" high x 19.50" deep at the bottom. The front of the cabinet will angle back to follow the contour of the engine tunnel blister/face plate. The cabinet will be divided into two (2) sections.

The upper section will be 20.00" wide x 4.75" high with no door provided.

The lower section will be 20.00" wide x 6.25" high with no door provided. A full width 1.00" lip will be provided inside the lower section on the top and bottom, inset 6.50" for glove box storage. The bottom of the cabinet will have a 1.50" lip.

The cabinet will be constructed of smooth aluminum and will be painted to match the cab interior.

## **Cabinet Light**

There will be no lighting installed in the cabinet.

### REAR FACING OVERHEAD STORAGE COMPARTMENT

There will be an overhead rear facing storage compartment installed at the raised roof within the crew cab. The compartment will be 74.00" wide x 10.00" high x 14.00" deep at the bottom, tapered at the top.

The compartment will include three (3) lift-up compartment doors. Non-locking latch with black finish paddle handle and gas operated stay arms will be provided.

The compartment will be constructed of smooth aluminum and painted to match the cab interior.

#### COMPARTMENT LIGHT

There will be one (1) white LED strip light installed horizontally above each compartment door opening. The lights will be controlled by an automatic door switch.

#### LIP ON CABINET

There will be a 0.75" lip provided around the top perimeter of the cabinet. There will NOT be anything stored on the top portion without restraints

There will be one (1) cabinets(s) provided with the lip Top of Forward facing Center EMS.

## **SEAT UPHOLSTERY**

All seat upholstery will be black, sewn with red stitching, ValorTechXD anti-microbial material.

### **SEAT EMBROIDERY**

The seats in the cab and crew cab will be provided with custom embroidery. The Fire Department will determine what the embroidery will be by providing pictures at the time of order.

The custom logo will be provided in place of the standard OEM logo.

The embroidery will be provided on four (4) seats.

### **ARM REST**

There will be four (4) arm rest(s) located along the crew cab rear wall, on the forward facing outboard crew seats. Each arm rest will be mounted to the rear wall and hinged so they can be flipped up when not in use

The upholstery of each arm rest will match the cab seats.

# **ACCESS DOOR**

An access door will be provided in the front edge of each rear facing seat riser with a drop down door. The drop down door will be provided with a Southco C2 black powder coated flush latch and painted to match the cab interior. There will be louvers provided on the door of the cabinet for ventilation.

### **SEAT BELTS**

All seating positions in the cab, crew cab and tiller cab (if applicable) will have red seat belts.

To provide quick, easy use for occupants wearing bunker gear, the female buckle and seat belt webbing length will meet or exceed the current edition of NFPA 1901 and CAN/ULC - S515 standards.

The 3-point shoulder type seat belts will also include the ReadyReach D-loop assembly to the shoulder belt system. The ReadyReach feature adds an extender arm to the D-loop location placing the D-loop in a closer, easier to reach location.

Any flip up seats will include a 3-point shoulder type belts only.

#### SHOULDER HARNESS HEIGHT ADJUSTMENT

All seating positions furnished with 3-point shoulder type seat belts will include a height adjustment. This adjustment will optimize the belts effectiveness and comfort for the seated firefighter.

#### HELMET STORAGE PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, section 14.1.7.4.1 requires a location for helmet storage be provided.

There is no helmet storage on the apparatus as manufactured. The fire department will provide a location for storage of helmets.

#### CAB DOME LIGHTS

There will be four (4) dual LED dome lights with black bezels provided. Two (2) lights will be mounted above the inside shoulder of the driver and officer and two (2) lights will be installed and located, one (1) on each side of the crew cab.

The color of the LED's will be red and white.

The white LED's will be controlled by the door switches and the lens switch.

The color LED's will be controlled by the lens switch.

In order to ensure exceptional illumination, each white LED dome light will provide a minimum of 10.1 foot-candles (fc) covering an entire 20.00" x 20.00" square seating position when mounted 40.00" above the seat.

### **ENHANCED SOFTWARE FOR CAB AND CREW CAB DOME LIGHTS**

The cab and crew cab dome lights will remain on for 10 seconds for improved visibility after the doors are closed.

The dome lights will dim after 10 seconds or immediately if the vehicle's transmission is put into gear.

### **OVERHEAD MAP LIGHTS**

There will be two (2) Peterson, Model M371S, rectangular LED adjustable map lights installed in the cab:

- One (1) overhead in front of the driving position.
- One (1) overhead in front of the passenger's position.

Each light will include a switch on the light housing.

The light switches will be connected directly to the battery switched power.

## PORTABLE HAND LIGHTS, PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, section 5.9.4 requires two portable hand lights mounted in brackets fastened to the apparatus.

The hand lights are not on the apparatus as manufactured. The fire department will provide and mount these hand lights.

#### **CAB INSTRUMENTATION**

The cab instrument panel will consist of gauges, an LCD display, telltale indicator lights, alarms, control switches, and a diagnostic panel. The function of instrument panel controls and switches will be identified by a label adjacent to each item. Actuation of the headlight switch will illuminate the labels in low light conditions. Telltale indicator lamps will not be illuminated unless necessary. The cab instruments and controls will be conveniently located within the forward cab section directly forward of the driver. Gauge and switch panels will be designed to be removable for ease of service and low cost of ownership.

#### Cab Interior

The wrap-around style high impact ABS plastic cab dash fascia will be designed to provide unobstructed visibility to instrumentation. The dash layout will provide the driver with a quick reference to gauges that allows more time to focus on the road.

#### Gauges

The gauge panel will include the following ten (10) black gauges with black bezels to monitor vehicle performance:

- Voltmeter Gauge (Volts)
  - Low volts (11.8 VDC)
    - Amber indicator on gauge assembly with alarm
  - o High volts (15 VDC)
    - Amber indicator on gauge assembly with alarm
  - Very low volts (11.3 VDC)
    - Amber indicator on gauge assembly with alarm
  - Very high volts (16 VDC)
    - Amber indicator on gauge assembly with alarm
- Tachometer (RPM)
- Speedometer (Primary (outside) MPH, Secondary (inside) Km/H)
- Fuel Level Gauge (Empty Full in fractions)
  - Low fuel (1/8 full)
    - Amber indicator on gauge assembly with alarm
  - Very low fuel (1/32) fuel
  - Amber indicator on gauge assembly with alarm
- Engine Oil Pressure Gauge (PSI)
  - o Low oil pressure to activate engine warning lights and alarms
    - Red indicator on gauge assembly with alarm
- Front Air Pressure Gauge (PSI)
  - o Low air pressure to activate warning lights and alarm
    - Red indicator on gauge assembly with alarm
- Rear Air Pressure Gauge (PSI)
  - Low air pressure to activate warning lights and alarm
    - Red indicator on gauge assembly with alarm
- Transmission Oil Temperature Gauge (Fahrenheit)
  - o High transmission oil temperature activates warning lights and alarm
    - Amber indicator on gauge assembly with alarm
- Engine Coolant Temperature Gauge (Fahrenheit)
  - o High engine temperature activates an engine warning light and alarm
    - Red indicator on gauge assembly with alarm
- Diesel Exhaust Fluid Level Gauge (Empty Full in fractions)
  - Low fluid (1/8 full)
    - Amber indicator on gauge assembly with alarm

All gauges and gauge indicators will perform prove out at initial power-up to ensure proper performance.

#### **Indicator Lamps**

To promote safety, the following telltale indicator lamps will be integral to the gauge assembly and are located above and below the center gauges. The indicator lamps will be "dead-front" design that is only visible when active. The colored indicator lights will have descriptive text or symbols.

The following amber telltale lamps will be present:

- Low coolant
- Trac cntl (traction control) (where applicable)
- Check engine
- Check trans (check transmission)
- Aux brake overheat (Auxiliary brake overheat)
- Air rest (air restriction)
- Caution (triangle symbol)
- Water in fuel
- DPF (engine diesel particulate filter regeneration)
- Trailer ABS (where applicable)
- Wait to start (where applicable)
- HET (engine high exhaust temperature) (where applicable)
- ABS (antilock brake system)
- MIL (engine emissions system malfunction indicator lamp) (where applicable)
- SRS (supplemental restraint system) fault (where applicable)
- DEF (low diesel exhaust fluid level)

The following red telltale lamps will be present:

- Warning (stop sign symbol)
- Seat belt
- Parking brake
- Stop engine
- Rack down

The following green telltale lamps will be provided:

- Left turn
- Right turn
- Battery on

The following blue telltale lamp will be provided:

High beam

#### **Alarms**

Audible steady tone warning alarm: A steady audible tone alarm will be provided whenever a warning message is present.

Audible pulsing tone caution alarm: A pulsing audible tone alarm (chime/chirp) will be provided whenever a caution message is present without a warning message being present.

Alarm silence: Any active current audible alarm will be able to be silence by depressing the alarm silence button on the MUX display. Any new warning or caution condition will enable a steady or pulsing tones respectively even if the alarm silence button has been previously depressed. The system will go back to normal operation when the ignition switch is cycled.

Any active audible alarm will be able to be silence by holding the ignition switch at the top position for three (3) to five (5) seconds. For improved safety, silenced audible alarms will intermittently chirp every 30 seconds until the alarm condition no longer exists. The intermittent chirp will act as a reminder to the operator that a caution or warning condition still exists. Any new warning or caution condition will enable the steady or pulsing tones respectively.

## **Indicator Lamp and Alarm Prove-Out**

Telltale indicators and alarms will perform prove-out at initial power-up to ensure proper performance.

### **Control Switches**

For ease of use, the following controls will be provided immediately adjacent to the cab instrument panel within easy reach of the driver:

- Emergency master switch: A molded plastic push button switch with integral indicator lamp will be provided. Pressing the switch will activate emergency response lights and siren control. A green lamp on the switch provides indication that the emergency master mode is active.
   Pressing the switch again disables the emergency master mode.
- Headlight / Parking light switch: A three (3)-position maintained rocker switch will be provided. The first switch position will deactivate all parking lights and the headlights. The second switch position will activate the parking lights. The third switch position will activate the headlights.
- Panel back lighting intensity control switch: A three (3)-position momentary rocker switch will be provided. The first switch position decreases the panel back lighting intensity to a minimum level as the switch is held. The second switch position is the default position that does not affect the back lighting intensity. The third switch position increases the panel back lighting intensity to a maximum level as the switch is held.

The following standard controls will be integral to the gauge assembly and are located below the right hand gauges. All switches have backlit labels for low light applications.

- High idle engagement switch: A two (2)-position momentary rocker switch with integral indicator lamp will be provided. The first switch position is the default switch position. The second switch position will activate and deactivate the high idle function when pressed and released. The "Ok To Engage High Idle" indicator lamp must be active for the high idle function to engage. A green indicator lamp integral to the high idle engagement switch will indicate when the high idle function is engaged.
- "Ok To Engage High Idle" indicator lamp: A green indicator light will be provided next to the high idle activation switch to indicate that the interlocks have been met to allow high idle engagement.

The following standard controls will be provided adjacent to the cab gauge assembly within easy reach of the driver. All switches will have backlit labels for low light applications.

- Ignition switch: A three (3)-position maintained/momentary rocker switch will be provided. The first switch position will deactivate vehicle ignition. The second switch position will activate vehicle ignition. The third momentary position will disable the Command Zone audible alarm if held for three (3) to five (5) seconds. A green indicator lamp will be activated with vehicle ignition.
- Engine start switch: A two (2)-position momentary rocker switch will be provided. The first switch position is the default switch position. The second switch position will activate the vehicle's engine. The switch actuator is designed to prevent accidental activation.
- 4-way hazard switch: A two (2)-position maintained rocker switch will be provided. The first switch position will deactivate the 4-way hazard switch function. The second switch position will activate the 4-way hazard function. The switch actuator will be red and includes the international 4-way hazard symbol.

Turn signal arm: A self-canceling turn signal with high beam headlight and windshield wiper/washer controls will be provided. The windshield wiper control will have high, low, and intermittent modes.

Parking brake control: An air actuated push/pull park brake control valve will be provided.

Chassis horn control: Activation of the chassis horn control will be provided through the center of the steering wheel.

### **Custom Switch Panels**

The design of cab instrumentation will allow for emergency lighting and other switches to be placed within easy reach of the operator thus improving safety. There will be positions for up to three (3) switch panels in the overhead console on the driver's side, up to four (4) switch panels in the engine tunnel console facing the driver, up to three (3) switch panels in the overhead console on the officer's side and up to three (3) switch panels in the engine tunnel rear facing console accessible to both driver and officer. All switches will have backlit labels for low light applications.

#### **Diagnostic Panel**

A diagnostic panel will be accessible while standing on the ground and located inside the driver's side door left of the steering column. The diagnostic panel will allow diagnostic tools such as computers to connect to various vehicle systems for improved troubleshooting providing a lower cost of ownership. Diagnostic switches will allow ABS systems to provide blink codes should a problem exist. The diagnostic panel will include the following:

- Engine diagnostic port
- Transmission diagnostic port
- ABS diagnostic port
- SRS diagnostic port (where applicable)
- Command Zone USB diagnostic port

- ABS diagnostic switch (blink codes flashed on ABS telltale indicator)
- Diesel particulate filter regeneration switch (where applicable)
- Diesel particulate filter regeneration inhibit switch (where applicable)

## Cab LCD Display

A digital four (4)-row by 20-character dot matrix display will be integral to the gauge panel. The display will be capable of showing simple graphical images as well as text. The display will be split into three (3) sections. Each section will have a dedicated function. The upper left section will display the outside ambient temperature. The upper right section will display odometer, trip mileage, PTO hours, fuel consumption, engine hours, and other configuration specific information. The bottom section will display INFO, CAUTION, and WARNING messages. Text messages will automatically activate to describe the cause of an audible caution or warning alarm. The LCD will be capable of displaying multiple text messages should more than one caution or warning condition exist.

### AIR RESTRICTION INDICATOR

A high air restriction warning indicator light LCD message with amber warning indicator and audible alarm will be provided.

# "DO NOT MOVE APPARATUS" INDICATOR

A flashing red indicator light, located in the driving compartment, will be illuminated automatically per the current NFPA requirements. The light will be labeled "Do Not Move Apparatus If Light Is On."

The same circuit that activates the Do Not Move Apparatus indicator will activate a pulsing alarm when the parking brake is released.

# **DO NOT MOVE TRUCK MESSAGES**

Messages will be displayed on the Command Zone<sup>™</sup>, color display located within sight of the driver whenever the Do Not Move Truck light is active. The messages will designate the item or items not in the stowed for vehicle travel position (parking brake disengaged).

The following messages will be displayed (where applicable):

- Do Not Move Truck
- DS Cab Door Open (Driver Side Cab Door Open)
- PS Cab Door Open (Passenger's Side Cab Door Open)
- DS Crew Cab Door Open (Driver Side Crew Cab Door Open)
- PS Crew Cab Door Open (Passenger's Side Crew Cab Door Open)
- DS Body Door Open (Driver Side Body Door Open)
- PS Body Door Open (Passenger's Side Body Door Open)
- Rear Body Door Open
- DS Ladder Rack Down (Driver Side Ladder Rack Down)
- PS Ladder Rack Down (Passenger Side Ladder Rack Down)
- Deck Gun Not Stowed
- Lt Tower Not Stowed (Light Tower Not Stowed)

- Fold Tank Not Stowed (Fold-A-Tank Not Stowed)
- Aerial Not Stowed (Aerial Device Not Stowed)
- Stabilizer Not Stowed
- Steps Not Stowed
- Handrail Not Stowed

Any other device that is opened, extended, or deployed that creates a hazard or is likely to cause major damage to the apparatus if the apparatus is moved will be displayed as a caution message after the parking brake is disengaged.

### **SWITCH PANELS**

The emergency light switch panel will have a single Emergency Master switch to control all warning lights for ease of use. Each switch panel will contain up to six (6) rocker-type switches each rated for two hundred thousand (200,000) cycles. Panels with less than six (6) switches will include indicators or blanks. The switch panel(s) will be located in the "overhead" position above the windshield on the driver side overhead to allow for easy access.

The switches will be rocker-type and include an integral indicator light. For quick, visual indication the switch will be illuminated whenever the switch is active. A 2-ply, scratch resistant laser engraved Gravoply label indicating the use of each switch will be placed below the switches. The label will allow light to pass through the letters for improved visibility in low light conditions. Switches and light source are integral to the switch panel assembly.

#### WIPER CONTROL

For simple operation and easy reach, the windshield wiper control will be an integral part of the directional light lever located on the steering column. The wiper control will include high and low wiper speed settings, a one (1)-speed intermittent wiper control and windshield washer switch. The control will have a "return to park" provision, which allows the wipers to return to the stored position when the wipers are not in use.

### **SPARE CIRCUIT**

There will be seven (7) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power
- The negative wire will be connected to ground
- Wires will be protected to 20 amps at 12 volts DC
- Power and ground will terminate one in each compartment in the upper right corner
- Termination will be with heat shrinkable butt splicing
- Wires will be sized to 125% of the protection

This circuit(s) may be load managed when the parking brake is set.

### **SPARE CIRCUIT**

There will be five (5) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power.
- The negative wire will be connected to ground.
- Wires will be protected to 6 amps at 12 volts DC.
- Power and ground will terminate in the switch panel one each side of the forward facing ems
  cabinet, one forward of the captain, one on the engine tunnel next to the captain, one on the
  center of the dash.
- Termination will be a Kussmaul part number 091-264 switch panel dual USB-A, 18 watt and USB-C, 45 watt SVR, charger socket.
- Wires will be sized to 125 percent of the protection.

This circuit(s) may be load managed when the parking brake is applied.

### **SPARE CIRCUIT**

There will be six (6) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power
- The negative wire will be connected to ground
- Wires will be protected to 15 amps at 12 volts DC
- Power and ground will terminate in EMS compartment(s), in the center console, on the officer's side of the engine tunnel, on the rear wall of the crew cab, driver's side and on the rear wall of the crew cab, passenger's side
- Termination will be with 15 amp, power point plug with rubber cover
- Wires will be sized to 125 percent of the protection

The circuit(s) may be load managed when the parking brake is set.

#### **SPARE CIRCUIT**

There will be four (4) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power.
- The negative wire will be connected to ground.
- Wires will be protected to 15 amps at 12 volts DC.
- Power and ground will terminate 1) outboard next to the driver seat, 1) outboard next to officer seat, 1) under each flip down seat.
- Termination will be with heat shrinkable butt splicing.
- Wires will be sized to 125 percent of the protection.

This circuit(s) may be load managed when the parking brake is set.

## **INSTRUMENT PANEL RECESS**

The instrument panel across from the officer will be recessed to accommodate the mounting of miscellaneous items. The glove box will be replaced with a painted sheet metal mounting platform/shelf. The recess will be 8.00" down x 8.00" back and 17.00" wide.

# **INSTRUMENT PANEL LAYOUT**

The instrument panel layout will match To match job 35910 as close as possible per the customer.

### PROGRAMMABLE REMOTE CONTROL

There will be a wired remote control integrated into the switch panel on the instrument panel. The remote will have three (3) individually programmable buttons for most garage door openers, and gate operators as well as the capability of controlling many lighting and security systems.

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### **STEREO RADIO**

A Jensen, heavy duty AM/FM / Bluetooth / Weatherband stereo radio, with front and rear auxiliary input will be installed within reach of the officer. There will be 5.25" speakers installed one (1) pair of 5.25" speakers in the cab and one (1) pair of 5.25" speakers in the crew cab. The antenna will be a roof-mounted rubber antenna located in an open space, on the cab roof.

The following features will be included:

- 180 watts max power output (45W x 4)
- Bluetooth® streaming audio and controls (A2DP/AVRCP) with hands-free calling (HFP)
- Electronic AM/FM tuner (US/Euro)
- iPod®/iPhone® ready via USB
- SiriusXM-Ready®
- Seven-channel NOAA weatherband with S.A.M.E. technology
- USB 2.0 for playback of MP3 & WMA audio files
- RBDS with PTY search
- Front and rear USB input
- Front and rear AUX input

### 4-WAY HAZARD LIGHT SWITCH POWERED FROM BATTERY DIRECT

The 4-way hazard light switch will be energized from battery direct power.

### **INFORMATION CENTER**

An information center employing a 7.00" diagonal touch screen color LCD display will be encased in an ABS plastic housing.

The information center will have the following specifications:

- Operate in temperatures from -40 to 185 degrees Fahrenheit
- An Optical Gel will be placed between the LCD and protective lens
- Five weather resistant user interface switches
- Grey with black accents
- Sunlight Readable
- Linux operating system
- Minimum of 1000nits rated display
- Display can be changed to an available foreign language
- A LCD display integral to the cab gauge panel will be included as outlined in the cab instrumentation area.
- Programmed to read US Customary

## **General Screen Design**

Where possible, background colors will be used to provide "At a Glance" vehicle information. If information provided on a screen is within acceptable limits, a green background will be used.

If a caution or warning situation arises the following will occur:

- An amber background/text color will indicate a caution condition
- A red background/text color will indicate a warning condition
- The information center will utilize an "Alert Center" to display text messages for audible alarm tones. The text messages will be written to identify the item(s) causing the audible alarm to sound. If more than one (1) text message occurs, the messages will cycle every second until the problem(s) have been resolved. The background color for the "Alert Center" will change to indicate the severity of the "warning" message. If a warning and a caution condition occur simultaneously, the red background color will be shown for all alert center messages.
- A label for each button will exist. The label will indicate the function for each active button for each screen. Buttons that are not utilized on specific screens will have a button label with no text or symbol.

### **Home/Transit Screen**

This screen will display the following:

- Vehicle Mitigation (if equipped)
- Water Level (if the water level system includes compatible communications to the information center)
- Foam Level (if the foam level system includes compatible communications to the information center)

- Seat Belt Monitoring Screen Seat Belt Monitoring Screen
- Tire Pressure Monitoring (if equipped)
- Digital Speedometer
- Active Alarms

### On Scene Screen

This screen will display the following and will be auto activated with pump engaged (if equipped):

- Battery Voltage
- Fuel
- Oil Pressure
- Coolant Temperature
- RPM
- Water Level (if equipped)
- Foam Level (if equipped)
- Foam Concentration (if equipped)
- Water Flow Rate (if equipped)
- Water Used (if equipped)
- Active Alarms

## **Virtual Buttons**

There will be four (4) virtual switch panel screens that match the overhead and lower lighting and HVAC switch panels.

### Page Screen

The page screen will display the following and allow the user to progress into other screens for further functionality:

- Diagnostics
  - o Faults
    - Listed by order of occurrence
    - Allows to sort by system
  - Interlock
    - Throttle Interlocks
    - Pump Interlocks (if equipped)
    - Aerial Interlocks (if equipped)
    - PTO Interlocks (if equipped)
  - Load Manager
    - A list of items to be load managed will be provided. The list will provide a description of the load.
    - The lower the priority numbers the earlier the device will be shed should a low voltage condition occur.
    - The screen will indicate if a load has been shed (disabled) or not shed.
    - "At a glance" color features are utilized on this screen.

- o Systems
  - Command Zone
    - Module type and ID number
    - Module Version
    - Input or output number
    - Circuit number connected to that input or output
    - Status of the input or output
    - Power and Constant Current module diagnostic information
  - Foam (if equipped)
  - Pressure Controller (if equipped)
  - Generator Frequency (if equipped)
- Live Data
  - General Truck Data
- Maintenance
  - o Engine oil and filter
  - Transmission oil and filter
  - Pump oil (if equipped)
  - o Foam (if equipped)
  - Aerial (if equipped)
- Setup
  - Clock Setup
  - o Date & Time
    - 12 or 24 hour format
    - Set time and date
  - Backlight
    - Daytime
    - Night time
    - Sensitivity
  - Unit Selection
  - o Home Screen
  - Virtual Button Setup
  - o On Scene Screen Setup
  - Configure Video Mode
    - Set Video Contrast
    - Set Video Color
    - Set Video Tint
- Do Not Move
  - The screen will indicate the approximate location and type of item that is open or is not stowed for travel. The actual status of the following devices will be indicated
    - Driver Side Cab Door
    - Passenger's Side Cab Door
    - Driver Side Crew Cab Door

- Passenger's Side Crew Cab Door
- Driver Side Body Doors
- Passenger's Side Body Doors
- Rear Body Door(s)
- Ladder Rack (if applicable)
- Deck Gun (if applicable)
- Light Tower (if applicable)
- Hatch Door (if applicable)
- Stabilizers (if applicable)
- Steps (if applicable)
- Notifications
  - View Active Alarms
    - Shows a list of all active alarms including date and time of the occurrence is shown with each alarm
    - Silence Alarms All alarms are silenced
- Timer Screen
- HVAC (if equipped)
- Tire Information (if equipped)
- Ascendant Set Up Confirmation (if equipped)

Button functions and button labels may change with each screen.

#### **VEHICLE DATA RECORDER**

There will be a vehicle data recorder (VDR) capable of reading and storing vehicle information provided.

The information stored on the VDR can be downloaded through a USB port mounted in a convenient location determined by cab model. A USB cable can be used to connect the VDR to a laptop to retrieve required information. The program to download the information from the VDR will be available to download on-line.

The vehicle data recorder will be capable of recording the following data via hardwired and/or CAN inputs:

- Vehicle Speed MPH
- Acceleration MPH/sec
- Deceleration MPH/sec
- Engine Speed RPM
- Engine Throttle Position % of Full Throttle
- ABS Event On/Off
- Seat Occupied Status Yes/No by Position
- Seat Belt Buckled Status Yes/No by Position
- Master Optical Warning Device Switch On/Off
- Time 24 Hour Time

Date - Year/Month/Day

## **Seat Belt Monitoring System**

A seat belt monitoring system (SBMS) will be provided on the Command Zone<sup>™</sup> color display and in the center overhead of the cab instrument panel. The SBMS will be capable of monitoring up to 10 seating positions indicating the status of each seat position per the following:

- Seat Occupied & Buckled = Green LED indicator illuminated
- Seat Occupied & Unbuckled = Red LED indicator with audible alarm
- No Occupant & Buckled = Red LED indicator with audible alarm
- No Occupant & Unbuckled = No indicator and no alarm

The seat belt monitoring screen will become active on the Command Zone color display when:

- The home screen is active:
  - o and there is any occupant seated but not buckled or any belt buckled with an occupant.
  - and there are no other Do Not Move Apparatus conditions present. As soon as all Do Not Move Apparatus conditions are cleared, the SBMS will be activated.

The SBMS will include an audible alarm that will warn that an unbuckled occupant condition exists and the parking brake is released, or the transmission is not in park.

### **INTERCOM SYSTEM**

A six (6) position intercom system with dual radio interface capability at the driver and officer positions will be provided. The driver will have a radio remote push to talk switch (RPTT) mounted Per IP Print. The officer will have a RPTT switch mounted Per IP Print. Two (2) crew cab, right side and left side rear positions will have radio listen / intercom capability.

The following Sigtronics components will be included:

- One (1) US-67D-LAC Intercom Unit
- Four (4) Interior Headset Jacks
- Two (2) Exterior Headset Jacks
- Two (2) Radio Push-to-Talk buttons
- All necessary interconnect wiring

#### RADIO / INTERCOM INTERFACE CABLES

The apparatus manufacturer will supply and install two (2) radio interface cables before delivery of the vehicle.

The radio equipment to be used by the customer will be:

- Motorola High Power , Model Motorola APEX
- Motorola High Power, Model Motorola APEX

### **HEADSET, OVER THE HEAD**

There will be four (4) Sigtronics, Model SE-48, over the head, standard headset(s) provided each seat position.

Fach headset will feature:

- Coiled cord with single nickel coated plug
- Noise cancelling electret microphone with wind muff
- Flexible microphone boom rotates 180 degrees for left or right dress
- Foam earseals
- Volume control
- 24 dB noise reduction

### **RADIO SPEAKERS**

There will be one (1) pair of Panasonic 5.25" diameter coaxial speakers mounted in the cab, Behind the driver seat. The speakers will include 1.00" spacers for speaker magnet to cab structure.

The speakers wires will be routed to behind the driver seat.

### **RADIO ANTENNA MOUNT**

There will be three (3) standard 1.125", 18 thread antenna-mounting base(s) installed on the right side on the cab roof with high efficiency, low loss, coaxial cable(s) routed to the instrument panel area. A weatherproof cap will be installed on the mount.

### **VEHICLE CAMERA SYSTEM**

There will be a color vehicle camera system provided with the following:

- One (1) camera located at the rear of the apparatus, pointing rearward, displayed automatically with the vehicle in reverse.
- One (1) camera located on the right side of the apparatus, pointing rearward, displayed automatically with the right side turn signal.
- One (1) camera located on the left side of the apparatus, pointing rearward, displayed automatically with the left side turn signal.

The camera images will be displayed on the driver's vehicle information center display. Audio from the microphone on the rear camera will be emitted by an amplified speaker with volume control located behind the driver seat.

The following components will be included:

- One (1) SV-CW134639CAI Camera
- Two (2) CS134404CI Side cameras
- One (1) Amplified speaker (if applicable)
- All necessary cables

### **ELECTRICAL POWER CONTROL SYSTEM**

The primary power distribution will be located forward of the officer's seating position and be easily accessible while standing on the ground for simplified maintenance and troubleshooting. Additional electrical distribution centers will be provided throughout the vehicle to house the vehicle's electrical power, circuit protection, and control components. The electrical distribution centers will be located strategically throughout the vehicle to minimize wire length. For ease of maintenance, all electrical distribution centers will be easily accessible. All distribution centers containing fuses, circuit breakers and/or relays will be easily accessible.

Distribution centers located throughout the vehicle will contain battery powered studs for supplying customer installed equipment thus providing a lower cost of ownership.

Circuit protection devices, which conform to SAE standards, will be utilized to protect electrical circuits. All circuit protection devices will be rated per NFPA requirements to prevent wire and component damage when subjected to extreme current overload. General protection circuit breakers will be Type-I automatic reset (continuously resetting). When required, automotive type fuses will be utilized to protect electronic equipment. Control relays and solenoid will have a direct current rating of 125 percent of the maximum current for which the circuit is protected per NFPA.

## Solid-State Control System

A solid-state electronics based control system will be utilized to achieve advanced operation and control of the vehicle components. A fully computerized vehicle network will consist of electronic modules, electronic control modules to include a see through housing, a power indicator, a status indicator and circuit indicators located near their point of use to reduce harness lengths and improve reliability. The control system will comply with SAE J1939-11 recommended practices.

The control system will operate as a master-slave system whereas the main control module instructs all other system components. The system will contain patented Mission Critical software that maintains critical vehicle operations in the unlikely event of a main controller error. The system will utilize a Real Time Operating System (RTOS) fully compliant with OSEK/VDX™ specifications providing a lower cost of ownership.

For increased reliability and simplified use the control system modules will include the following attributes:

- Green LED indicator light for module power
- Red LED indicator light for network communication stability status
- Control system self test at activation and continually throughout vehicle operation
- No moving parts due to transistor logic
- Software logic control for NFPA mandated safety interlocks and indicators
- Integrated electrical system load management without additional components
- Integrated electrical load sequencing system without additional components
- Customized control software to the vehicle's configuration
- Factory and field programmable to accommodate changes to the vehicle's operating parameters

To assure long life and operation in a broad range of environmental conditions, the solid-state control system modules will meet the following specifications:

- Module circuit board will meet SAE J771 specifications
- Operating temperature from -40C to +70C
- Storage temperature from -40C to +70C
- Vibration to 50g

IP67 rated enclosure (Totally protected against dust and also protected against the effect of temporary immersion between 15 centimeters and one (1) meter)

Operating voltage from eight (8) volts to 32 volts DC

The main controller will activate status indicators and audible alarms designed to provide warning of problems before they become critical.

## **Circuit Protection and Control Diagram**

Copies of all job-specific, computer network input and output (I/O) connections will be provided with each chassis. The sheets will indicate the function of each module connection point, circuit protection information (where applicable), wire numbers, wire colors and load management information.

# **On-Board Electrical System Diagnostics**

The on-board information center will include the following diagnostic information:

- Text description of active warning or caution alarms
- Simplified warning indicators
- Amber caution indication with intermittent alarm
- Red warning indication with steady tone alarm

Advanced diagnostic feature will be provided in this control system. From the Command Zone display or connected wireless device, these features allow the user to monitor the real-time status of every input or output on the vehicle. It also allows users logged in as an administrator to force on inputs or outputs to assist the troubleshooting process.

#### **TCU Module with WiFi**

An in cab module will provide WiFi wireless interface and data logging capability. The WiFi interface will comply with IEEE 802.11 b/g/n capabilities while communicating at 2.4 Gigahertz. The module will communicate through a white WiFi antenna allowing a line of site communication range of up to 300 feet with a roof mounted antenna.

The module will transmit a password protected web page to a WiFi enabled device (i.e. most smart phones, tablets or laptops) allowing two levels of user interaction. The firefighter level will allow vehicle monitoring of the vehicle and firefighting systems on the apparatus. The technician level will allow diagnostic access to inputs and outputs installed on the Command Zone™, control and information system.

The TCU capability will record faults from the engine, transmission, ABS and Command Zone<sup>™</sup>, control and information systems as they occur. No other data will be recorded at the time the fault occurs. The data TCU will provide up to 2 Gigabytes of data storage.

The TCU will provide a means to download the TCU information and update software in the device.

## **Indicator Light and Alarm Prove-Out System**

A system will be provided which automatically tests basic indicator lights and alarms located on the cab instrument panel.

## **Voltage Monitor System**

A voltage monitoring system will be provided to indicate the status of the battery system connected to the vehicle's electrical load. The system will provide visual and audible warning when the system voltage is below or above optimum levels.

The alarm will activate if the system falls below 11.8 volts DC for more than two (2) minutes.

## **<u>Dedicated Radio Equipment Connection Points</u>**

There will be three (3) studs provided in the primary power distribution center located in front of the officer for two-way radio equipment. The studs will consist of the following:

- 12-volt 40-amp battery switched power
- 12-volt 60-amp ignition switched power
- 12-volt 60-amp direct battery power

There will also be a 12-volt 100-amp ground stud located in or adjacent to the power distribution center.

#### **EMI/RFI Protection**

To prevent erroneous signals from crosstalk contamination and interference, the electrical system will meet, at a minimum, SAE J551/2, thus reducing undesired electromagnetic and radio frequency emissions. An advanced electrical system will be used to ensure radiated and conducted electromagnetic interference (EMI) or radio frequency interference (RFI) emissions are suppressed at their source.

The apparatus will have the ability to operate in the electromagnetic environment typically found in fire ground operations to ensure clean operations. The electrical system will meet, without exceptions, electromagnetic susceptibility conforming to SAE J1113/25 Region 1, Class C EMR for 10KHz-1GHz to 100 Volts/Meter. The vehicle OEM, upon request, will provide EMC testing reports from testing conducted on an entire apparatus and will certify that the vehicle meets SAE J551/2 and SAE J1113/25 Region 1, Class C EMR for 10KHz-1GHz to 100 Volts/Meter requirements. Component and partial (incomplete) vehicle testing is not adequate as overall vehicle design can impact test results and thus is not acceptable by itself.

EMI/RFI susceptibility will be controlled by applying appropriate circuit designs and shielding. The electrical system will be designed for full compatibility with low-level control signals and high-powered

two-way radio communication systems. Harness and cable routing will be given careful attention to minimize the potential for conducting and radiated EMI/RFI susceptibility.

## **ELECTRICAL SYSTEM PROGNOSTICS**

There will be a software based vehicle tool provided to predict remaining life of the vehicles critical fluid and events.

The system will send automatic indications to the Command Zone™ information center and/or wireless enabled devices to proactively alert of upcoming service intervals.

Prognostics will include the following:

- Engine oil and filter
- Transmission oil and filter

### **TELEMATICS SYSTEM**

There will be a cellular based vehicle telematics system consisting of a Telematic Control Unit (TCU) with external cellular WiFi and GPS antenna, and access to a web-based user interface portal provided.

The TCU will be fully integrated into the Command Zone™ electrical system. It will monitor the vehicle through the CAN data bus and transmit data through a secure 4G LTE cellular connection, and be provided with a 3 year subscription..

After accepting the end user license agreement, the vehicle administrator will have access to vehicle location information and vehicle data via a secure CZ Connect web-based interface portal.

The CZ Connect web-based interface will allow users to access vehicle data and configure monitoring tools, providing a global view of the location of each connected asset and a summary of fleet data, which include:

- User defined interval notifications
- User defined fault alerts
- Remote access to Command Zone diagnostics
- Vehicle analytics and activity monitoring
- Vehicle system status

### **ELECTRICAL**

All 12-volt electrical equipment installed by the apparatus manufacturer will conform to modern automotive practices. All wiring will be high temperature crosslink type. Wiring will be run, in loom or conduit, where exposed and have grommets where wire passes through sheet metal. Automatic reset circuit breakers will be provided which conform to SAE Standards. Wiring will be color, function and number coded. Function and number codes will be continuously imprinted on all wiring harness conductors at 2.00" intervals. Exterior exposed wire connectors will be positive locking, and

environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids.

Electrical wiring and equipment will be installed utilizing the following guidelines:

- 1. All holes made in the roof will be caulked with silicon. Large fender washers, liberally caulked, will be used when fastening equipment to the underside of the cab roof.
- 2. Any electrical component that is installed in an exposed area will be mounted in a manner that will not allow moisture to accumulate in it. Exposed area will be defined as any location outside of the cab or body.
- 3. Electrical components designed to be removed for maintenance will not be fastened with nuts and bolts. Metal screws will be used in mounting these devices. Also a coil of wire will be provided behind the appliance to allow them to be pulled away from mounting area for inspection and service work.
- 4. Corrosion preventative compound will be applied to all terminal plugs located outside of the cab or body. All non-waterproof connections will require this compound in the plug to prevent corrosion and for easy separation (of the plug).
- 5. All lights that have their sockets in a weather exposed area will have corrosion preventative compound added to the socket terminal area.
- 6. All electrical terminals in exposed areas will have silicon applied completely over the metal portion of the terminal.

All lights and reflectors, required to comply with Federal Motor Vehicle Safety Standard #108, will be furnished. Rear identification lights will be recessed mounted for protection. Lights and wiring mounted in the rear bulkheads will be protected from damage by installing a false bulkhead inside the rear compartments.

An operational test will be conducted to ensure that any equipment that is permanently attached to the electrical system is properly connected and in working order.

The results of the tests will be recorded and provided to the purchaser at time of delivery.

#### **BATTERY SYSTEM**

Five-(5) Optima 1000M 12 volt, 800 CCA, 110 min reserve capacity, batteries with a system rating of 4000 CCA at 0 degrees Fahrenheit and 550 minutes of reserve capacity. The batteries will be provided with SAE posts.

#### **ISOLATED BATTERY**

One (1)-12 volt, Optima 1000M battery will be provided for voltage sensitive components. A battery isolator that is appropriately suited for the battery capacity will be supplied.

#### **BATTERY SYSTEM**

There will be a single starting system with an ignition switch and starter button provided and located on the cab instrument panel.

#### **MASTER BATTERY SWITCH**

There will be a master battery switch provided within the cab within easy reach of the driver to activate the battery system.

An indicator light will be provided on the instrument panel to notify the driver of the status of the battery system.

# **BATTERY COMPARTMENTS**

Batteries will be stored in well-ventilated compartments that are located under the cab and bolted directly to the chassis frame. The battery compartments will be constructed of 0.188" steel plate and be designed to accommodate a maximum of three (3) group 31 batteries in each compartment. The battery hold-downs will be of a non-corrosive material. All bolts and nuts will be stainless steel.

The compartments will include formed fit heavy duty roto-molded polyethylene battery trays with drain tubes for the batteries to sit in.

Heavy-duty battery cables will be used to provide maximum power to the electrical system. Cables will be color-coded.

Battery terminal connections will be coated with anti-corrosion compound. Battery solenoid terminal connections will be encapsulated with semi-permanent rubberized compound.

# **JUMPER STUDS**

One (1) set of battery jumper studs with plastic color-coded covers will be installed on the bottom of the driver's side battery box. This will provide for easy jumper cable access.

# **AUTO EJECT FOR SHORELINE**

There will be one (1) Kussmaul<sup>™</sup>, Model 091-55-20-120, 20 amp 120 volt AC shoreline inlet(s) provided to operate the dedicated 120 volt AC circuits on the apparatus.

The shoreline inlet(s) will include red weatherproof flip up cover(s).

There will be a release solenoid wired to the vehicle's starter to eject the AC connector when the engine is starting.

The shoreline(s) will be connected to the battery charger.

There will be a mating connector body supplied with the loose equipment.

There will be a label installed near the inlet(s) that state the following:

- Line Voltage
- Current Ratting (amps)
- Phase
- Frequency

The shoreline receptacle will be located on the driver side exterior of cab, behind crew cab door.

### **BATTERY CHARGE INDICATOR**

There will be a Kussmaul, Model 091-94-12, battery charge indicator installed rearward of driver side crew cab door.

#### **ALTERNATOR**

A Delco Remy®, Model 55SI, alternator will be provided. It will have a rated output current of 430 amps, as measured by SAE method J56. The alternator will feature an integral regulator and rectifier system that has been tested and qualified to an ambient temperature of 257 degrees Fahrenheit (125 degrees Celsius). The alternator will be connected to the power and ground distribution system with heavy-duty cables sized to carry the full rated alternator output.

### **POWER INVERTER COVER**

A cover will be provided over the power inverter. The cover will be properly vented to meet the inverter manufacturer's specifications.

# **ELECTRONIC LOAD MANAGER**

An electronic load management (ELM) system will be provided that monitors the vehicles 12-volt electrical system, automatically reducing the electrical load in the event of a low voltage condition, and automatically restoring the shed electrical loads when a low voltage condition expires. This ensures the integrity of the electrical system.

For improved reliability and ease of use, the load manager system will be an integral part of the vehicle's solid state control system requiring no additional components to perform load management tasks. Load management systems which require additional components will not be allowed.

The system will include the following features:

- System voltage monitoring.
- A shed load will remain inactive for a minimum of five minutes to prevent the load from cycling on and off.
- Sixteen available electronic load shedding levels.
- Priority levels can be set for individual outputs.
- High Idle to activate before any electric loads are shed and deactivate with the service brake.
  - o If enabled:
    - "Load Man Hi-Idle On" will display on the information center.
    - Hi-Idle will not activate until 30 seconds after engine start up.
- Individual switch "on" indicator to flash when the particular load has been shed.
- The information center indicates system voltage.

The information center, where applicable, includes a "Load Manager" screen indicating the following:

- Load managed items list, with priority levels and item condition.
- Individual load managed item condition:
  - o ON = not shed
  - o SHED = shed

#### SEQUENCER

A sequencer will be provided that automatically activates and deactivates vehicle loads in a preset sequence thereby protecting the alternator from power surges. This sequencer operation will allow a gradual increase or decrease in alternator output, rather than loading or dumping the entire 12 volt load to prolong the life of the alternator.

For improved reliability and ease of use, the load sequencing system will be an integral part of the vehicle's solid state control system requiring no additional components to perform load sequencing tasks. Load sequencing systems which require additional components will not be allowed.

Emergency light sequencing will operate in conjunction with the emergency master light switch. When the emergency master switch is activated, the emergency lights will be activated one by one at half-second intervals. Sequenced emergency light switch indicators will flash while waiting for activation.

When the emergency master switch is deactivated, the sequencer will deactivate the warning light loads in the reverse order.

Sequencing of the following items will also occur, in conjunction with the ignition switch, at half-second intervals:

- Cab Heater and Air Conditioning
- Crew Cab Heater (if applicable)
- Crew Cab Air Conditioning (if applicable)
- Exhaust Fans (if applicable)
- Third Evaporator (if applicable)

# **HEADLIGHTS**

There will be a HiViz part number FT-4X6-4KIT, that includes four (4) 4.00" high x 6.00" long rectangular LED lights with parking lamp illumination around the outside of the lamps mounted in the front quad style, chrome housing on each side of the cab grille:

- the outside lamp on each side will contain a part number FT-4X6-HL with low beam LEDs
- the inside lamp on each side will contain a part number FT-4X6-H with high beam LEDs
- the lights will be controlled through the headlight switch

#### **DIRECTIONAL LIGHTS**

There will be two (2) Whelen 600® series, LED combination directional/marker lights provided. The lights will be located on the outside cab corners, next to the headlights.

The color of the lenses will be clear.

#### INTERMEDIATE LIGHT

There will be two (2) Weldon, Model 9186-8580-29, amber LED turn signal marker lights furnished, one (1) each side, in the rear fender panel. The light will double as a turn signal and marker light.

### CAB CLEARANCE/MARKER/ID LIGHTS

There will be seven (7) amber LED lights provided to indicate the presence and overall width of the vehicle in the following locations:

- Three (3) amber LED identification lights will be installed in the center of the cab above the windshield.
- Two (2) amber LED clearance lights will be installed, one (1) on each outboard side of the cab above the windshield.
- Two (2) amber LED marker lights will be installed, one (1) on each side above the cab doors.

### FRONT CAB SIDE DIRECTIONAL/MARKER LIGHTS

There will be two (2) Truck-Lite®, Model 19036Y, amber LED lights installed to the outside of the chrome wrap around bezel, one (1) on each side of the cab.

The lights will activate as marker lights with the headlight switch and directional lights with the corresponding directional circuit.

### REAR CLEARANCE/MARKER/ID LIGHTING

There will be three (3) Truck-Lite®, Model 26250R, LED lights used as identification lights located at the rear of the apparatus per the following:

- As close as practical to the vertical centerline
- Centers spaced not less than 6.00" or more than 12.00" apart
- Red in color
- All at the same height

There will be two (2) Truck-Lite, Model 26250R, LED lights installed at the rear of the apparatus used as clearance lights located at the rear of the apparatus per the following:

- To indicate the overall width of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the rear
- All at the same height

There will be two (2) Truck-Lite, Model 26250R, LED lights installed on the side of the apparatus as marker lights as close to the rear as practical per the following:

- To indicate the overall length of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the side
- All at the same height

There will be two (2) red reflectors located on the rear of the truck facing to the rear. One (1) each side, as far to the outside as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

There will be two (2) red reflectors located on the side of the truck facing to the side. One (1) each side, as far to the rear as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

Per FMVSS 108 and CMVSS 108 requirements.

## **REAR FMVSS LIGHTING**

The rear stop/tail and directional lighting included in the rear tail light housing will include the following:

- Two (2) Whelen®, Model M62BTT, 4.30" high x 6.70" wide x 1.40" deep brake/tail lights with red LEDs
- Two (2) Whelen, Model M62T, 4.30" high x 6.70" wide x 1.40" deep directional lights with amber LEDs. The directional lights will be set to Steady On (Arrow) flash pattern.
- The lens color(s) to be clear.

There will be two (2) Whelen Model M62BU, LED backup lights provided in the tail light housing.

#### LICENSE PLATE BRACKET

One (1) license plate bracket constructed of stainless steel will be provided at the rear of the apparatus.

One (1) white LED light with chrome housing will be provided to illuminate the license plate. A stainless steel light shield will be provided over the light that will direct illumination downward, preventing white light to the rear.

### **LIGHTING BEZEL**

There will be two (2) Whelen, Model M6FCV4P, four (4) place chromed ABS housings with Pierce logos provided for the rear M6 series stop/tail, directional, back up, scene lights or warning lights.

### **BACK-UP ALARM**

A PRECO, Model 1040, solid-state electronic audible back-up alarm that actuates when the truck is shifted into reverse will be provided. The device will sound at 60 pulses per minute and automatically adjust its volume to maintain a minimum ten (10) dBA above surrounding environmental noise levels.

# **CAB PERIMETER SCENE LIGHTS**

There will be four (4) Amdor, Model AY-LB-12HW020, 350 lumens each, 20.00" white LED strip lights provided, one (1) for each cab door.

These lights will be activated automatically when the battery switch is on and the exit doors are opened or by the same means as the body perimeter scene lights.

### PUMP HOUSE PERIMETER LIGHTS

There will be two (2) Amdor, Model AY-LB-12HW020, 350 lumens each, 20.00" LED weatherproof strip lights with brackets provided under the pump panel running boards, one (1) each side.

If the combination of options in the vehicle does not permit clearance for a 20.00" light, a 12.00" version of the Amdor light will be installed.

The lights will be controlled by the same means as the body perimeter lights.

# **BODY PERIMETER SCENE LIGHTS**

There will be two (2) Amdor, Model AY-LB-12HW020, 350 lumens, 20.00" long, white LED's, 12 volt DC lights provided at the rear step area of the body, one (1) each side shining to the rear.

The perimeter scene lights will be activated when a switch within reach of the driver is activated and the parking brake is applied.

# **ADDITIONAL PERIMETER LIGHTS**

There will be one (1) Amdor® Model AY-LB-12HW020, 350 lumens, 20.00" long, with white LED's installed with one (1) light under each side of the front bumper spaced evenly.

With the chassis battery switch energized, the lights will be activated by the same means as the body perimeter lights.

### **ENHANCED SOFTWARE FOR PERIMETER LIGHTS**

All perimeter lights and scene lights will be deactivated when the parking brake is released.

The cab and crew cab perimeter lights will dim after 10 seconds or immediately if the vehicle's transmission is put into gear.

#### STEP LIGHTS

There will be four (4) white LED step lights provided at the rear to illuminate the tailboard/step area.

In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light.

These step lights will be actuated with the perimeter scene lights.

All other steps on the apparatus will be illuminated per the current edition of NFPA 1901.

### **12 VOLT LIGHTING**

There will be a HiViz Model FT-B-72-\*-\*, 2.56" high x 72.69" long x 3.31" deep 21,067 effective lumens 12 volt DC light with white LEDs configured with a combination of flood and spot optics mounted, as far forward on the cab roof as practical.

The painted parts of the light housing and brackets to be painted job color.

The light will be activated by a switch at the driver's side switch panel.

The light may be load managed when the parking brake is applied.

#### **12 VOLT LIGHTING**

There will be two (2) Whelen® Model P\*H2\*, 17,750 lumens 12 volt DC LED light(s) with flood optics installed on the apparatus, located one each end of the passenger side body on the hatch compartment.

The painted parts of this light assembly to be black.

The light(s) to be installed in a 15 degree vertical recessed bracket.

The lights will be controlled by a switch at the driver's side switch panel and by a switch at the left side pump panel.

The light(s) may be load managed when the parking brake is applied.

#### **12 VOLT LIGHTING**

There will be two (2) Whelen® Model MP\*\* 12 volt DC light(s) with white LEDs installed on the apparatus body located, high on each side of the rear body.

The painted parts of this light assembly to be black.

The light(s) to be installed in a 15 degree vertical recessed bracket.

The lights will be controlled by a switch at the driver's side switch panel, by a switch at the left side pump panel and by a switch in a recessed cup located at the driver's side rear bulkhead.

The light(s) may be load managed when the parking brake is applied.

### **12 VOLT LIGHTING**

There will be two (2) Whelen® Model P\*H2\*, 17,750 lumens 12 volt DC LED light(s) with flood optics installed on the apparatus, located one each end of the driver side body on the hatch compartment.

The painted parts of this light assembly to be black.

The light(s) to be installed in a 15 degree vertical recessed bracket.

The lights will be controlled by a switch at the driver's side switch panel and by a switch at the left side pump panel.

The light(s) may be load managed when the parking brake is applied.

# **HOSE BED LIGHTS**

There will be white 12 volt DC LED light strips with stainless steel protective cover, provided to light the hose bed area. Hose Bed lights will meet the photometric levels listed in NFPA 1901 for Hose Bed lighting requirements.

- Light strip(s) will be installed along the upper edge of the left side of the hose bed.
- Light strip(s) will be installed along the upper edge of the right side of the hose bed.

The lights will be activated by a cup switch at the rear of the apparatus no more than 72.00" from the ground.

### WALKING SURFACE LIGHT

There will be Model FRP, 4" round black 12 volt DC LED floodlight(s) with bolt mount provided to illuminate the entire designated walking surface on top of the body.

The light(s) will be activated when the body step lights are on.

# **SWITCH, ADDITIONAL**

Additional 12V switch(es) will be provided. There will be one (1) switch located on the outboard wall, next to the forward facing passenger side seat to control the compartment door locks.

# **SWITCH, ADDITIONAL FOR SCENE LIGHTS**

one (1) additional switches will be provided for the 2nd switch for the front visor light 12 volt scene lights and will be installed dash panel #12.

The switch will be a rocker style switch.

# RADIO CUT OUT SWITCH

An on/off switch will be provided on the driver's side for the AM/FM radio. The switch will allow the driver to disable the AM/FM radio when it is necessary to hear other communications.

# **EMERGENCY MASTER SWITCH**

The Emergency Master switch(es) will be red.

#### **WATER TANK**

Booster tank will have a capacity of 500 gallons and be constructed of UV stabilized ultra high impact polypropylene plastic by a manufacturer with a minimum of 20 years experience building tanks, is ISO 9001:2000 certified in all its manufacturing facilities, and has over 50,000 tanks in service.

Tank joints and seams will be nitrogen welded inside and out.

Tank will be baffled in accordance with NFPA Bulletin 1901 requirements.

Baffles will have vent openings at both the top and bottom to permit movement of air and water between compartments.

Longitudinal partitions will be constructed of .38" polypropylene plastic and will extend from the bottom of the tank through the top cover to allow for positive welding.

Transverse partitions will extend from 4.00" off the bottom of the tank to the underside of the top cover.

All partitions will interlock and will be welded to the tank bottom and sides.

Tank top will be constructed of .50" polypropylene. It will be recessed .38" and will be welded to the tank sides and the longitudinal partitions.

Tank top will be sufficiently supported to keep it rigid during fast filling conditions.

Construction will include 2.00" polypropylene dowels spaced no more than 30.00" apart and welded to the transverse partitions. Two (2) of the dowels will be drilled and tapped (.50" diameter, 13.00" deep) to accommodate lifting eyes.

A sump that will be sized dependent on the tank to pump plumbing will be provided at the bottom of the water tank.

Sump will include a drain plug and the tank outlet.

Tank will be installed in a fabricated cradle assembly constructed of structural steel.

Sufficient crossmembers will be provided to properly support bottom of tank. Crossmembers will be constructed of steel bar channel or rectangular tubing.

Tank will "float" in cradle to avoid torsional stress caused by chassis frame flexing. Rubber cushions, .50" thick x 3.00" wide, will be placed on all horizontal surfaces that the tank rests on.

Stops or other provision will be provided to prevent an empty tank from bouncing excessively while moving vehicle.

Mounting system will be approved by the tank manufacturer.

Fill tower will be constructed of .50" polypropylene and will be a minimum of 8.00" wide x 14.00" long.

Fill tower will be furnished with a .25" thick polypropylene screen and a hinged cover.

An overflow pipe, constructed of 4.00" schedule 40 polypropylene, will be installed approximately halfway down the fill tower and extend through the water tank and exit to the rear of the rear axle.

### **GRAVITY FED OUTLET**

There will be a 0.75" gravity fed backpack refill line terminating with a female garden hose swivel thread adapter and a plug, provided on the right side exterior pump panel. A 0.75" "T" swing handle valve will be mounted at the outlet.

### SLEEVE, PLUMBING, THROUGH TANK

One (1) sleeve will be provided in the water tank for a 3.00" pipe to the rear.

# WATER TANK RESTRAINT

A heavy-duty water tank restraint will be provided.

# **BODY HEIGHT**

The height of the body will be 92.00" from the bottom of the body to the top of the body.

# **HOSE BED**

The hose bed will be fabricated of .125"-5052 aluminum with a nominal 38,000 psi tensile strength.

Flooring of the hose bed will be removable aluminum grating with the top surface corrugated to aid in hose aeration. The grating slats will be a minimum of 0.50" x 4.50" with spacing between slats for hose ventilation.

A cross divider will be provided at the point the tank transitions from the lower section to the upper section. The divider will run from the top of the side sheet down below the hose bed grating.

The hose bed will be directly above the rear compartment door. The dimension from the ground will be approximately 67.00" depending on the suspension and equipment load.

The hose bed will be at a minimum 85.00" long.

The hose bed walls will be unpainted and with a brushed finish.

Hose bed will accommodate 825' of 5", 1200' of 2.5", 150' of 2.5".

# **HOSE BED DIVIDER**

Two (2) hosebed dividers will be furnished for separating hose.

Each divider will be constructed of a .125" brushed aluminum sheet fitted and fastened into a slotted, 1.50" diameter radiused extrusion along the top, bottom, and rear edge.

Divider will be fully adjustable by sliding in tracks, located at the front and rear of the hose bed.

Divider will be held in place by tightening bolts, at each end.

Acorn nuts will be installed on all bolts in the hose bed which have exposed threads.

The hose bed divider(s) will be connected to the upper rear handrail.

### **HOSE BED COVER**

A four (4) section full length hose bed cover, constructed of .125" bright aluminum treadplate will be furnished. The cover will be split into front and rear at the cross divider with each section having a left and right side. Each section will be attached with a full length stainless steel piano hinge. The sides will be slanted down.

The cover will be reinforced so that it can support the weight of a man walking on the cover.

The cover is designed with the left cover opening first.

Chrome grab handles and gas filled cylinders will be provided to assist in opening and closing the cover. A handrail is to be provided at the rear, in the center of the support, to assist in opening the cover.

The hose bed cover will be connected to the Do Not Move Truck indicator. The light will be activated if the cover is not in the stowed position and the parking brake is released.

# **HOSEBED END FLAP**

A pair of black vinyl flaps will be installed on the rear, one for each of the aluminum treadplate hose bed covers.

Each vinyl flap will attach at the top with velcro straps. The flaps will fasten at the bottom with velcro straps.

Each vinyl flap will have chain weighted at the bottom.

# **RUNNING BOARDS**

A running board will be provided on each side of the front body to allow access to the backboard/crosslay storage area. The running boards will be designed with a grip pattern punched into .125" bright aluminum treadplate material providing support, slip resistance, and drainage.

# **TAILBOARD**

The tailboard will be constructed of .125" bright aluminum treadplate and spaced .50" from the body, as well as supported by a structural steel assembly.

The tailboard area will be 18.00" deep and full width of the body. The outboard sides of the tailboard will be angled 45 degrees.

The exterior side will be flanged down and in for increased rigidity of tailboard structure.

### REAR WALL, BODY MATERIAL, PUC

The rear wall will be smooth and the same material as the body.

The rear wall body material will be painted. Unpainted aluminum overlays will be provided to allow for chevron application and to provide continuously smooth rear wall panels.

The outboard edges of the rear wall will be trimmed in polished stainless steel.

### **TOW BAR**

A tow bar will be installed under the tailboard at center of truck.

Tow bar will be fabricated of 1.00" CRS bar rolled into a 3.00" radius.

Tow bar assembly will be constructed of .38" structural angle. When force is applied to the bar, it will be transmitted to the frame rail.

Tow bar assembly will be designed and positioned to allow up to a 30-degree upward angled pull of 17,000 lb, or a 20,000 lb straight horizontal pull in line with the centerline of the vehicle.

Tow bar design will have been fully tested and evaluated using strain gauge testing and finite element analysis techniques.

### **COMPARTMENTATION**

The apparatus body will be built of aluminum construction using a minimum of 0.125" thick, 5052-H32 aluminum.

The body panel assembly will be constructed in a fixture and consist of formed sheet metal for the front and rear bulkheads, door frames, floors, ceilings, and back walls. These parts will be welded together to ensure greatest longevity with no visible welds in compartment interior.

Welded construction will consist of 1.00" x 0.38" engineered plug weld holes that control the size, location, and the amount of weld required. The bodies will be assembled and welded from engineered prints that call out the size, location, and type of weld required.

In structural areas the sheet metal components will have flanges for welding. No butt joints will be allowed. Gussets and support posts will be provided for additional strength where needed.

The fender panel will be an integral part of the complete welded body assembly. All light and compartment holes are pre punched prior to construction to provide accuracy and rounded corners to prevent stress risers in the material.

Circular fender liners will be provided. For prevention of paint chips and ease of suspension maintenance the fender liners will be formed from brush finished 304L stainless steel, be unpainted, and removable for suspension maintenance.

Side compartment flooring will be of the sweep out design with the floor minimum of 1.00" higher than the compartment door lip.

Drip protection will be provided above the doors by means of aluminum extrusion, or formed bright aluminum treadplate.

The top of the compartment will be sheet metal and covered with bright aluminum treadplate rolled over the edges on the front, and rear. These covers will have the corners welded.

The aluminum treadplate covers will not make up the ceiling of the compartment.

All screws and bolts, which are not Grade 8, will be stainless steel and where they protrude into a compartment will have acorn nuts on the ends to prevent injury.

# **UNDERBODY SUPPORT SYSTEM**

Due to the severe loading requirements of this pumper a method of body and compartment support suitable for the intended load will be provided.

The backbone of the body support system will begin with the chassis frame rails which is the strongest component of the chassis and is designed for sustaining maximum loads. The support system will include lateral frame rail extensions that are formed from 0.375" 80k high strength steel and bolted to the chassis frame rails with 0.625" diameter Grade 8 bolts.

The vertical and horizontal members of the frame rail extensions are to be reinforced with welded gussets and extend to the outside edge of the body. The lateral frame extensions will be electrocoated for superior corrosion resistance.

The floating substructure will be separated from the lateral frame extensions with neoprene elastomer isolators. These isolators will reduce the natural flex stress of the chassis from being transmitted to the body, and absorb road shock and vibration.

The isolators will have a broad load range, proven viability in vehicular applications, be of a fail safe design and allow for all necessary movement in three (3) transitional and rotational modes.

The neoprene isolators will be installed in a modified V three (3)-point mounting pattern to reduce the natural flex of the chassis being transmitted to the body. Two (2) 3.50" diameter isolators are provided at the front of the body near the centerline of the vehicle above the chassis frame. A minimum of eight (8) - 2.55" diameter isolators will be provided, two (2) under each front compartment and two (2) under each rear side compartment. A minimum of four (4) 3.50" diameter isolators will be provided under the rear compartment.

# **AGGRESSIVE WALKING SURFACE**

All exterior surfaces designated as stepping, standing, and walking areas will comply with the required average slip resistance of the current NFPA standards. Documentation of the material meeting the standard will be provided at time of delivery.

#### **LOUVERS**

All body compartments will have a minimum of one (1) set of automotive style, dust resistant louvers pressed into a wall. The louvers will incorporate a one (1)-way rubber valve that provides airflow out of the compartment and prevents water and dirt from gaining access to the compartment. Compartments over the wheel will not have louvers.

# **TESTING OF BODY DESIGN**

Body structural analysis will be fully tested. Proven engineering and test techniques such as finite element analysis and strain gauging have been performed with special attention given to fatigue life and structural integrity of the body and substructure.

The body will be tested while loaded to its greatest in-service weight.

The criteria used during the testing procedure will include:

- Raising opposite corners of the vehicle tires 9.00" to simulate the twisting a truck may experience when driving over a curb.
- Making a 90 degree turn, while driving at 20 mph to simulate aggressive driving conditions.

- Driving the vehicle on at 35 mph on a washboard road.
- Driving the vehicle at 55 mph on a smooth road.
- Accelerating the vehicle fully, until reaching the approximate speed of 45 mph on rough pavement.

Evidence of the actual testing techniques will be made available upon request.

FEA will have been performed on all substructure components.

# **LEFT SIDE COMPARTMENTATION**

The left side compartmentation will consist of three rollup door compartments.

A full height, rollup door compartment ahead of the rear wheels will be provided. The pump operator's panel will be located in this compartment. The partition to the right of the pump operator's panel will be 2.50" in width. The interior dimensions of the remaining space in this compartment will be 13.25" wide x 53.63" high x 26.00" deep. The clear door opening will be a minimum of 47.25" wide x 53.63" high.

A rollup door compartment over the rear wheels will be provided. The interior dimensions of this compartment will be 60.00" wide x 22.88" high x 26.00" deep. The clear door opening will be a minimum of 57.25" wide x 22.88" high.

A full height, rollup door compartment behind the rear wheels will be provided. The interior dimensions of this compartment will be 51.75" wide x 54.63" high x 26.00" deep. The clear door opening will be a minimum of 49.25" wide x 54.63" high.

The roll up door spool will be installed in a recess above the compartment ceiling. All compartments will include a drip pan below the roll of the door. The drip pan will be installed level with the compartment ceiling. The interior height of the compartments will be measured from the compartment floor to the ceiling. The depth of the compartments will be measured from the back wall to the inside of the door frame.

Closing of the doors will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

# **RIGHT SIDE COMPARTMENTATION**

The right side compartmentation will consist of three rollup door compartments.

A full height, rollup door compartment ahead of the rear wheels will be provided. The interior dimensions of this compartment will be 50.00" wide x 54.50" high x 25.88" deep. The area behind the roll up door spool will be notched for exterior storage or larger capacity water tank tee. The depth of the compartment will be calculated with the compartment door closed. The compartment interior will be fully open from the compartment ceiling to the compartment floor and designed so that no permanent dividers are required between the upper and lower sections. The clear door opening of this compartment will be 47.00" wide x 54.50" high.

A roll-up door compartment over the rear wheels will be provided. The interior dimensions of this compartment will be 60.00" wide x 23.00" high x 25.88" deep. The area behind the roll up door spool will be notched for exterior storage or larger capacity water tank tee. The depth of the compartment will be calculated with the compartment door closed. The clear door opening of this compartment will be 57.00" wide x 23.00" high.

A full height, roll-up door compartment behind the rear wheels will be provided. The interior dimensions of this compartment will be 52.00" wide x 54.50" high x 25.88" deep. The area behind the roll up door spool will be notched for exterior storage or larger capacity water tank tee. The depth of the compartment will be calculated with the compartment door closed. The compartment interior will be fully open from the compartment ceiling to the compartment floor and designed so that no permanent dividers are required between the upper and lower sections. The clear door opening of this compartment will be 49.00" wide x 54.50" high.

The roll up door spool will be installed in a recess above the compartment ceiling. All compartments will include a drip pan below the roll of the door. The drip pan will be installed level with the compartment ceiling. The interior height of the compartments will be measured from the compartment floor to the ceiling. The depth of the compartments will be measured from the back wall to the inside of the door frame.

Closing of the doors will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

### SIDE COMPARTMENT ROLLUP DOOR(S)

There will be six (6) compartment doors installed on the side compartments. The doors will be double faced, aluminum construction, painted one (1) color to match the lower portion of the body and manufactured by R-O-M Corporation.

The slats will be double wall box frame extrusion. The exterior surface will be flat and the interior surface will be concave to help loose equipment fall to the ground and prevent it from jamming the door.

Between each slat will be a PVC inner seal to prevent metal to metal contact and prevent dirt or moisture from entering the compartments.

A lift bar with locking key latches to be provided for each roll-up door. The keys to be Model 751 to match all compartment and cab doors. The lift bar will be located at the bottom of the door and have latches on the outer extrusion of the door frame. A ledge will be supplied over the lift bar as additional area to aid in closing the door.

Each door will have a 4.00" counter balance to assist in lifting.

A heavy-duty magnetic switch will be used for the control of open compartment door warning lights.

#### REAR COMPARTMENTATION

A roll-up door compartment above the rear tailboard will be provided.

the interior dimensions of this compartment will be 37.00" wide x 36.50" high x 25.88" deep in the lower 27.00" of the compartment and 15.00" deep in the remaining upper portion. The clear door opening will be a minimum of 33.88" wide x 26.63" high.

A removable access panel will be furnished on the back wall of the compartment.

The rear compartment will be open into the rear side compartments. The transverse opening will be a minimum of 22.00" wide x 27.50" high.

A drip pan will be installed below the roll of the door. A guard will be installed behind the roll of the door. The interior height of the compartment will be measured from the floor to the ceiling. The depth of the compartment will be measured from the back wall to the inside of the door frame.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

#### ROLLUP REAR COMPARTMENT DOOR

The rear roll up door will be double faced aluminum construction, painted one (1) color to match the lower portion of the body and manufactured by R-O-M Corporation.

The slats will be double wall box frame extrusion. The exterior surface will be flat and the interior surface will be concaved to help loose equipment fall to the ground and prevent loose equipment from jamming the door.

Between each slat will be a PVC inner seal to prevent metal to metal contact and prevent dirt or moisture from entering the compartments.

A lift bar with locking key latches to be provided for each roll-up door. The keys to be Model 751 to match all compartment and cab doors. The lift bar will be located at the bottom of the door and have latches on the outer extrusion of the door frame. A ledge will be supplied over the lift bar as additional area to aid in closing the door.

Each door will have a 4.00" counter balance to assist in lifting.

A heavy-duty magnetic switch will be used for control of open compartment door warning lights.

# **PROTECTIVE TAPE**

Protective tape, manufactured by 3-M, will be installed on the lower door openings of the body compartments.

# **ELECTRIC DOOR LOCKS**

There will be seven (7) door(s) located LS1,2,3, B1, RS1,2,3 equipped with electric locks. The switch for control will be located Panel 10 of the IP layout. In the event of loss of power, a manual override is available.

#### ROLL-UP DOOR TRIM

The exterior of the aluminum trim around the door opening will be painted job color.

There will be seven (7) compartments with the trim painted.

#### **COMPARTMENT LIGHTING**

There will be seven (7) compartment(s) with two (2) white 12 volt DC LED compartment light strips. The dual light strips will be centered vertically along each side of the door framing. There will be two (2) light strips per compartment. The dual light strips will be in all body compartment(s).

Any remaining compartments without light strips will have a 6.00" diameter Truck-Lite, Model: 79384 light. Each light will have a number 1076 one filament, two wire bulb.

Opening the compartment door will automatically turn the compartment lighting on.

#### **HATCH COMPARTMENTS**

Hatch compartments with two (2) lift-up, top opening hatch doors will be provided above the left and right side body compartments. Each hatch compartment will extend the full length of the side body compartmentation x 21.00" wide x 22.00" maximum depth. The compartments will extend the full length of the side body compartmentation except for a 20.00" recessed step area at the rear of the compartment on the access ladder side.

Sides of the compartments will be constructed of the same material as the body and painted job color on the outside panels. A 2.00" tall formed aluminum painted to match the lower body color will be provided to cover the seam between the top of the body panel and the bottom of the hatch compartment. The vertical outboard seam at the center of the compartment will have a painted smooth weld.

Top of the compartments will be constructed of bright aluminum treadplate.

Two (2) lift-up, bright aluminum treadplate doors will be provided on the top of each hatch compartment. Each door will have a lever handle with a slam style latch to hold the doors in the closed position.

These double pan doors will have lipped edges with a rubber seal for weather resistance.

Doors will be hinged on the outboard side and will be held open with pneumatic stay arms.

The compartments will have a 3/4" drain that extends to below the body. Black rubber matting shall be provided to help prevent stored equipment in pooled water.

There will be three (3) separate straight handrails provided for the step landing at the rear of the hatch compartment. The handrails will be Hansen LED backlit knurled aluminum. The handrails will be lit with a white LED light. The handrails will be activated with the application of the parking brake.

Chrome plated end stanchions will support the handrail. Plastic gaskets will be used between end stanchions and any painted surfaces.

Drain holes will be provided in the bottom of all vertically mounted handrails.

# **HATCH COMPARTMENT LIGHTING**

There will be LED strip lights mounted full length on the interior, hinged side of each compartment.

Opening the hatch compartment door will automatically turn the hatch compartment lighting on.

# **MOUNTING TRACKS**

There will be recessed tracks installed vertically to support the adjustable shelf(s).

Tracks will not protrude into any compartment in order to provide the greatest compartment space and widest shelves possible.

The tracks will be provided in each compartment except for the one that contains the pump operator's panel.

# **ADJUSTABLE SHELVES**

There will be seven (7) shelves with a capacity of 500 lb provided.

The shelf construction will consist of .188" aluminum painted spatter gray with 2.00" sides.

Each shelf will be infinitely adjustable by means of a threaded fastener, which slides in a track.

The shelves will be held in place by .12" thick stamped plated brackets and bolts.

The location(s) will be in RS3 in the lower third, in RS3 in the upper third, in RS1 in the upper third, in LS1 centered between the floor and ceiling to left of the partition, in B1 centered between the floor and ceiling, in LS3 in the upper third and in LS1 in the upper third to the left of the partition.

### **SLIDE-OUT ADJUSTABLE HEIGHT TRAY**

There will be one (1) slide-out tray provided.

Each tray will have 2.00" high sides and a minimum capacity rating of 250 lb in the extended position.

Each tray will be constructed of aluminum painted spatter gray.

Each tray will be mounted on a pair of side mounted slides. The slide mechanisms will have ball bearings for ease of operation and years of dependable service. The slides will be mounted to shelf tracks to allow the tray to be adjustable up and down within the designated mounting location.

An automatic lock will be provided for both the in and out tray positions. The lock trip mechanism will be located at the front of the tray and will be easily operated with a gloved hand.

The location(s) will be in LS3 centered between the floor and ceiling to right of the partition

# **SLIDE-OUT FLOOR MOUNTED TRAY**

There will be two (2) floor mounted slide-out tray(s) provided.

Each tray will have 2.00" high sides and a minimum capacity rating of 500 lb in the extended position.

Each tray will be constructed of aluminum painted spatter gray

There will be two undermount-roller bearing type slides rated at 250lb each provided. The pair of slides will have a safety factor rating of 2.

To ensure years of dependable service, the slides will be coated with a finish that is tested to withstand a minimum of 1,000 hours of salt spray per ASTM B117.

To ensure years of easy operation, the slides will require no more than a 50lb force for push-in or pullout movement when fully loaded after having been subjected to a 40 hour vibration (shaker) test under full load. The vibration drive file will have been generated from accelerometer data collected from a heavy truck chassis driven over rough gravel roads in an unloaded condition. Proof of compliance will be provided upon request.

Automatic locks will be provided for both the "in" and "out" positions. The trip mechanism for the locks will be located at the front of the tray for ease of use with a gloved hand.

The location(s) will be LS2 and B1.

# **DRAWER ASSEMBLY**

A slide-out drawer assembly will be installed LS3.

The clear dimension starting at the top of the cabinet with the first drawer will be 2.00" with a face plate that is 3.00" high x 21.00" deep. The clear dimension of the second drawer will be 3.75" with a face plate that is 4.00" high x 21.00" deep. The clear dimension of the third drawer will be 3.75" with a face plate that is 4.00" high x 21.00" deep. The clear dimension of the fourth drawer will be 3.75" with a face plate that is 4.00" high x 21.00" deep. The clear dimension of the bottom drawer will be 3.75" with a face plate that is 4.00" high x 21.00" deep. Each drawer will be the same width and not exceed 36.00".

The drawers will have a capacity of 250 pounds.

The drawers will be mounted in a cabinet housing constructed of light gray powder coated aluminum with anodized aluminum frames. The housing will be 24.00" deep, and completely enclose the drawer.

A full-length aluminum extruded rail will be provided at the top edge of each drawer. This rail will act as the latching mechanism as well as the handle for each drawer.

There will be a total of one (1) provided.

# **SLIDE-OUT TOOLBOARD**

A slide-out aluminum toolboard will be provided. It will have a painted finish to match the compartment interior.

It will be a minimum of 0.188" thick with 0.203" diameter holes in a pegboard pattern with 1.00" centers between holes.

A 1.00" x 1.00" aluminum tube frame will be welded to the edge of the pegboard. A handhold cutout will be provided on the outboard edge of the toolboard.

The board will be mounted on an undermount-roller bearing type slide rated at 250 lb with a factor of safety of 2.

To ensure years of dependable service the slides will be coated with a finish that is tested to withstand a minimum of 1,000 hours of salt spray per ASTM B117.

To ensure years of easy operation, the slides will require no more than a 50 pound force for push-in or pull-out movement when fully loaded after having been subjected to a 40 hour vibration (shaker) test under full load. The vibration drive file will have been generated from accelerometer data collected from a heavy truck chassis driven over rough gravel roads in an unloaded condition. Proof of compliance will be provided upon request.

The board will have positive lock in the stowed and extended position.

The toolboard will be mounted on adjustable tracks side to side within the compartment.

There will be One (1) provided.

The toolboard(s) will be located in LS1 rear of vertical partition.

# **SWING OUT TOOLBOARD**

A swing out aluminum toolboard will be provided.

It will be a minimum of .188" thick with .203" diameter holes in a pegboard pattern with 1.00" centers between holes.

A 1.00" x 1.00" aluminum tube frame will be welded to the edge of the pegboard.

The board will be mounted on a pivoting device at the back of the compartment on the top and bottom to allow easy movement in and out of the compartment. The maximum tool load will be 400 lb.

The board will have positive lock in the stowed and extended position.

The board will be mounted on adjustable tracks from front to back within the compartment.

There will be One (1) toolboard(s) provided. The toolboard(s) will be spatter gray painted and installed in RS2.

Reinforcement will be provided to the rear of the false bulkhead for the mounting of a swing out toolboard.

One (1) partition, horizontally mounted and bolted in place, will be installed in the RS1 compartment, 15" from compartment floor.

# PARTITION, TRANSVERSE REAR COMPARTMENT

Two (2) partitions will be bolted in place to separate the left and right side rear compartments from the rear tailboard compartment. The partition will be body material painted spatter gray.

Each partition will be permanently sealed with caulk to ensure no water will leak to or from the adjoining compartments.

### **VERTICAL COMPARTMENT PARTITION**

Four (4) partitions will be provided.

The partition construction will consist of body material painted spatter gray. Each partition will be the full vertical height of the compartment.

The location(s) will be in LS1, centered from left to right in the door frame, in RS1, 10.00" from the forward door frame, in RS1, 22.00" from the forward door frame and in RS1, 24.00" from the forward door frame.

# **DRAWER ASSEMBLY**

A slideout drawer assembly will be installed in the RS1 compartment, 17" off the floor.

The drawer assembly will consist of a full width drawer on the bottom. There will be two (2) vertical sets of drawers above the full width drawer, in a 2x2 configuration. Each set will be of equal height and width, splitting the cabinet down the center. The housing will be 24.00" deep.

The clear dimensions of the first two (2) drawers starting at the top will be 2.00" with a face plate that is 3.00" high x 21.00" deep. The clear dimensions of the second two (2) drawers will be 3.75" with a face plate that is 4.00" high x 21.00" deep. The clear dimensions of the third drawer will be 4.75" with a face plate that is 5.00" high x 21.00" deep. The bottom drawer will not exceed 48.00".

The drawers will have a capacity of 250 pounds.

A full-length aluminum extruded rail will be provided at the top edge of each drawer. This rail will act as the latching mechanism as well as the handle for each drawer.

There will be a total of one (1) provided.

# **SCBA HOLDER**

There will be two (2) Zico SCBA bracket, model KD-UH-6-SF, mounted in the upper portion of the RS3 compartment.

# **RETENTION NETTING**

Retention netting will be provided to retain compartment equipment from laying against the compartment door. The net(s) will be located in the upper portion of the LS1 compartment.

Each compartment door opening will be provided with a heavy black nylon webbing made of 1.00" nylon strap with a 2.00" box pattern. The nylon webbing will be fastened to one (1) side of the compartment in a fixed manner. The remaining sides will be secured with Hook and loop straps fastener(s).

A total of one (1) will be provided.

# **RUB RAIL**

Bottom edge of the side compartments will be trimmed with a bright aluminum extruded rub rail.

Trim will be 3.12" high with 1.50" flanges turned outward for rigidity.

The rub rails will not be an integral part of the body construction, which allows replacement in the event of damage.

Rub rails will be attached with bolts and spaced from the body with isolators that will help to absorb any moderate impact without damaging the body.

#### **BODY FENDER CROWNS**

Polished stainless steel fender crowns will be provided around the rear wheel openings.

A fender liner constructed of unpainted brushed stainless will be provided to avoid paint chipping. The liners will be removable to aid in the maintenance of rear suspension components.

A dielectric barrier will be provided between the fender crown fasteners (screws) and the fender sheet metal to prevent corrosion.

The fender crowns will be held in place with stainless steel screws that thread directly into a composite nut and not directly into the parent body sheet metal to eliminate dissimilar metals contact and greatly reduce the chance for corrosion.

# **HARD SUCTION HOSE**

Hard suction hose will not be required.

# **HANDRAILS**

Hansen handrails will be located on the front of the body in positions needed to meet NFPA requirements.

The handrails will be Hansen LED backlit knurled aluminum. The handrails will be lit with a white LED light. The handrail lighting will be activated with the application of the parking brake.

Chrome plated end stanchions will support the handrail. Plastic gaskets will be used between end stanchions and any painted surfaces.

Drain holes will be provided in the bottom of all vertically mounted handrails.

• Two (2) vertical Hansen handrails will be located at the rear, one on each side of the rear compartment. The handrail will be knurled aluminum and backlit with a white LED light. The hand rail will be activated with the application of the parking brake.

### **HANDRAIL**

There will be one (1) full width horizontal handrail provided below the hose bed at the rear of the apparatus. The handrail will be Hansen LED backlit knurled aluminum. The handrail will be lit with a white LED light. The handrail will be activated with the application of the parking brake.

#### EXTINGUISHER/AIR BOTTLE/ STORAGE (TRIANGULAR)

A total of one (1) extinguisher/air bottle/storage compartments will be provided on the passenger side forward of the rear axle. The triangular shaped compartment will be sized to fit a 8.00" diameter extinguisher in the lower area and a 8.00" diameter extinguisher in the upper area. The compartment will be approximately 25.50" deep. A partition will be provided to separate the compartment. Also inside the compartment, black Dura-Surf friction reducing material will be provided. The compartment will be furnished with a drain hole. A painted stainless steel, triangular shaped door with a Southco raised trigger C2 black lever latch will be provided to contain the air bottles. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

# **AIR BOTTLE COMPARTMENT STRAP**

A strap will be provided in the air bottle compartment(s) to help contain the bottles when the vehicle is parked on an incline. The strap will wrap around the neck and attach to the wall of the compartment.

#### AIR BOTTLE STORAGE (SINGLE)

A quantity of one air bottle compartment, approximately 7.50" wide x 7.50" tall x 26.00" deep, will be provided on the driver side rearward of the rear wheels. The triangular door will cover the air bottle opening, the DEF tank access, and fuel fill. The compartment will be square with angled corners. A painted stainless steel door with a Southco raised trigger C2 black lever latch will be provided to contain the air bottle. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

Inside the compartment, black rubber matting will be provided.

#### AIR BOTTLE COMPARTMENT STRAP

A strap will be provided in the air bottle compartment to help contain the air bottle when the vehicle is parked on an incline. The strap will wrap around the neck and attach to the wall of the compartment.

#### AIR BOTTLE STORAGE (DOUBLE)

A quantity of one (1) air bottle compartment, 15.25" wide x 7.75" tall x 26.00" deep, will be provided on the right side rearward of the rear wheels. The triangular door shall cover the double air bottle opening and the fuel tank access.. A painted stainless steel door with a flush Southco C2 black powder coated latch will be provided to contain the air bottle. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

Inside the compartment, black rubber matting will be provided.

### AIR BOTTLE COMPARTMENT STRAP

A strap will be provided in the air bottle compartment to help contain the air bottle when the vehicle is parked on an incline. The strap will wrap around the neck and attach to the wall of the compartment.

# **AIR BOTTLE STORAGE (TRIPLE)**

A quantity of one (1) air bottle compartment designed to hold (3) air bottles up to 7.25" in diameter x 26.00" deep will be provided on the left side forward of the rear wheels. A painted stainless steel door with a flush Southco C2 black powder coated latch will be provided to contain the air bottle. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

Inside the compartment, black Dura-Surf friction reducing material will be provided.

# **AIR BOTTLE COMPARTMENT STRAP**

A strap will be provided in the air bottle compartment(s) to help contain the air bottles when the vehicle is parked on an incline. The strap will wrap around the neck and attach to the wall of the compartment.

#### **EXTENSION LADDER**

There will be a 24' two-section aluminum Duo-Safety Series 900-A extension ladder provided.

### **ROOF LADDER**

There will be a 14' aluminum Duo-Safety Series 775-A roof ladder provided.

## **LADDER STORAGE**

The ladders will be stored inside the upper section of the right side compartments. This ladder rack will reduce the depth of the upper section in the side compartments.

A partition will be installed inside the compartment on the side of the rack to allow for equipment storage and to conceal the ladders.

The ladders will be 24' 2-section 900A and 14' roof 775A. The extension ladder shall be mounted with the fly section inboard. .

The ladder storage assembly will be fabricated of stainless steel track channels to aid in loading and removal of ladders.

Rear of the ladder storage area will have a vertically hinged smooth aluminum door with a D-handle latch to contain the ladders.

### **FOLDING LADDER**

One (1) 10.00' aluminum, Series 585-A, Duo-Safety folding ladder will be installed.

#### FOLDING LADDER TROUGH

A stainless steel trough for the folding ladder will be provided in the long tool storage compartment on the left side.

### PIKE POLE PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, Section 5.9.4 requires one (1) 8 ft or longer pike pole mounted in a bracket fastened to the apparatus.

The pike pole is not on the apparatus as manufactured. The fire department will provide and mount the pike pole.

The pike pole(s) will be a Duo-Safety 10' pike pole.

#### PIKE POLE STORAGE

A aluminum tube with a .75" standard notch for an 8' or longer pike pole will be provided in the upper body compartment on the left side. One (1) pike pole will require a tube provided in this location.

## 6' PIKE POLE PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, Section 5.9.4 requires one (1) 6' pike pole or plaster hook mounted in a bracket fastened to the apparatus.

The pike pole is not on the apparatus as manufactured. The fire department will provide and mount the pike pole.

The pike pole(s) will be a Duo-Safety 6' pike pole.

#### PIKE POLE STORAGE

A aluminum tube for a 6' pike pole with .75" standard notch will be provided in the upper body compartment on the left side. One (1) pike pole will require a tube provided in this location.

### **LONG ITEM STORAGE COMPARTMENT**

One (1) compartment will be provided, recessed in the upper, inside part of body compartment on the left side for storage of long handle tools. The door will be made of smooth aluminum and have a Southco C2 black powder coated flush latch. The door will be provided with a Do Not Move Truck switch that will activate when the door is open. The door will be hinged on the outboard side.

#### LONG ITEM STORAGE COMPARTMENT

One (1) compartment will be provided, recessed in the upper, inside part of body compartment on the right side for storage of long handle tools. The door will be made of smooth aluminum and have a Southco C2 black powder coated flush latch. The door will be provided with a Do Not Move Truck switch that will activate when the door is open. The door will be hinged on the outboard side.

#### LADDER, TOP ACCESS

A wide easy climbing access ladder, constructed of aluminum rungs and extruded aluminum rails, will be provided on the left side at the rear of the apparatus. The inside climbing area of the ladder will be 13.75" wide.

The lower section of the ladder will be retractable into the upper section to eliminate interference with the rear FMVSS lights. When lowered the bottom rung will be lower than the body, approximately 16.00" to 20.00" from the ground to allow a lower first step height.

The ladder will be slanted when in use for easy access, and fold against the body for storage to reduce the overall length. Corrosion resistant, stainless steel spring-loaded locks will hold the ladder in place.

There will be a "do not move truck" indicator activated in the cab if the ladder is not in the stowed position when the parking brake is disengaged.

one (1) pair(s) of steel 1.05 O.D. mounting tubes welded to a steel plate will be bolted to both rear side compartments behind the rear wall of the truck. A removable 3/4" steel rod I zone bracket will be pinned into the tubes located below both sides of the hose bed.

### PUMP CONTROL PANELS (LEFT SIDE CONTROL)

Pump controls and gauges will be located midship at the left side of the apparatus and properly identified.

The main pump operator's control panel will be completely enclosed and located in the forward section of the body compartment, to protect against road debris and weather elements. The pump operator's panels will be no more than 31.00" wide, and made in four (4) sections with the center section easily removable with simple hand tools. For the safety of the pump operator, there will be no discharge outlets or pump inlets located on the main pump operators panel.

Layout of the pump control panel will be ergonomically efficient and systematically organized. The upper section will contain the master gauges. This section will be angled down for easy visibility. The center section will contain the pump controls aligned in two horizontal rows. The pressure control device, engine monitoring gauges, electrical switches, and foam controls (if applicable) will be located on or adjacent to the center panel, on the side walls for easy operation and visibility. The lower section will contain the outlet drains.

Manual controls will be easy moving 8" long lever style controls that operate in a vertical, up and down swing motion. These handles will have a 2.25" diameter knob and be able to lock in place to prevent valve creep under any pressure. Bright finish bezels will encompass the opening, be securely mounted to the pump operator's panel, and will incorporate the discharge gauge bezel. Bezels will be bolted to the panel for easy removal and gauge service. The left side discharges will be controlled directly at the valve. There will be no push-pull style control handles.

Identification tags for the discharge controls will be recessed within the same bezel. The discharge identification tags will be color coded, with each discharge having its own unique color.

All remaining identification tags will be mounted on the pump panel in chrome-plated bezels.

All discharge outlets will be color coded and labeled to correspond with the discharge identification tag.

The pump panels for the midship discharge and intake ports will be located ahead of the body compartments with no side discharge or intake higher than the frame rail. The pump panels will be easily removable with simple hand tools.

A recessed cargo area will be provided at the front of the body, ahead of the water tank above the plumbing.

#### **PUMP**

Pump will be a Pierce, low profile, 1500 gpm single stage midship mounted centrifugal type, mounted below the cab. The pump will have a 15 percent reserve capacity to allow for extended time between pump rebuild. To ensure efficient pump/vehicle design the capacity to weight ratio will not be less than 1.5:1.

The pump casing will consist of three (3) discharge outlets, one (1) to each side in line with the impeller and one (1) to the rear. The pump casing will incorporate two (2) water strippers to maintain radial balance.

Pump will be the Class A type.

Pump will be certified to deliver the percentage of rated discharge from draft at pressure indicated below:

- 100 percent of rated capacity at 150 psi net pump pressure
- 70 percent of rated capacity at 200 psi net pump pressure
- 50 percent of rated capacity at 250 psi net pump pressure

The pump will have the capacity to deliver the percentage of rated discharge from a pressurized source as indicated below:

135 percent of rated capacity at 100 psi net pump pressure from a 5 psi source

Pump body will be fine-grained gray iron. Pump will incorporate a heater/cooling jacket integral to the pump housing.

The impeller will be high strength vacuum cast bronze alloy accurately machine balanced and splined to a 10 spline stainless steel pump shaft for precision fit, exceptional durability, and efficiency. Double replaceable reverse flow labyrinth type bronze wear ring design will help to minimize end thrust. The impeller will be a twisted vane design to create higher lift.

The pump will include o-ring gaskets throughout the pump.

Deep groove radial type oversize ball bearings will be provided. The bearings will be protected at the openings from road dirt and water with an oil seal and a water slinger.

The pump will have a flat, patterned area on the top of the pump intake wye to allow standing for plumbing maintenance. The main inlet manifold will be 6.00" in diameter and will have a low profile design to facilitate low crosslays and high flows.

For ease of service, the pump housing, intake wye, impeller, mechanical seal, and gear case will be accessible from above the chassis frame by tilting the cab. Removal of the main inlet wyes will provide access to the impeller, mechanical seal, and wear ring.

The tank to pump line and the primary discharge line will be the only piping required to be removed for overhaul.

For ease of service and overhaul there will be no piping or manifolding located directly over the pump.

#### **PUMP MOUNTING**

Pump will be mounted to the chassis frame rails directly below the crew cab, to minimize wheelbase and facilitate service, using rubber isolators in a modified V pattern that include one (1) central mounted isolators located between the frame rails, and one (1) on each side outside the frame rails. The mounting will allow chassis frame rails to flex independently without damage to the fire pump. Each isolator will be 2.55" in total outside diameter and will be rated at 490 lb. The pump will be completely accessible by tilting the cab with no piping located directly above the pump.

#### **MECHANICAL SEALS**

Silicon carbide mechanical seals will be provided. The seals will be spring loaded and self-adjusting. The seals will have a minimum thermal conductivity of 126 W/m\*K to run cooler. Seals will have a minimum hardness of 2800 kg/mm2 to be more resistant to wear, and have thermal expansion characteristics of no more than 4.0 X106mm/mm\*K to be more resistant to thermal shock.

### **PUMP GEAR CASE**

The integrated pump transmission gear case will use a pressure-lubricated system to cool, lubricate, and filter the oil. The gear case will be constructed of lightweight aluminum, and impregnated with resin in accordance to MIL Spec MIL-I-17563. A sight glass, accessible by tilting the cab, will be provided for easy fluid level checks.

The gear case will consist of three (3) gears to drive the pump.

### **CLUTCH**

There will be a heavy-duty hydraulic clutch mounted directly to the integrated pump transmission to engage and disengage the pump without gear clash. The clutch will be a multiple disc design for maximum torque. The clutch will be fully self-adjusting to provide automatic wear compensation, and consistent torque throughout the life of the clutch. Positive engagement and disengagement will be provided through a high efficient and dependable hydraulic system to assure superior performance.

# **LOW PRESSURE/HIGH TEMPERATURE LIGHTS**

Lights will be provided to indicate when a high temperature or low pressure situation occurs. Lights will be provided next to the master gauges at the pump panel as well as on the control panel in the cab. A pair of lights will be provided in each location. One (1) light will be provided to indicate high temperature. The second light will be provided to indicate a low pressure. All lights will be labeled accordingly.

#### **PUMPING MODE**

Pump will provide for both pump and roll mode and stationary pumping mode.

Stationary pumping mode will be accomplished by stopping the vehicle, setting the parking brake and engaging the water pump switch on the cab switch panel. The transmission will shift to "Neutral" range automatically when the parking brake is set. The "OK to Stationary Pump" indicator will also illuminate when the parking brake is set.

If the vehicle is equipped with a suitable Husky foam system or Hercules CAFS system, these systems will be engaged from the cab switch panel as well.

Pump and roll mode will be accomplished by the use of the main pump and will not require the use of a secondary pump. Pump and roll mode will use the same operation sequence as stationary pumping mode with a few additional steps. After the vehicle is setup for stationary pumping, the operator will leave the cab and setup the pump panel to discharge at the desired outlet(s). Upon returning to the cab, the operator will disengage the parking brake. An "OK to Pump & Roll" indicator will illuminate on the cab switch panel. First gear on the transmission gear selector will be selected by the operator for pump and roll operations. The operator as needed will apply the foot throttle. Pump and roll mode will be maintained unless the transmission shifts out of first gear.

Stopping either stationary pumping mode or pump and roll mode will be accomplished by pressing the "Water Pump" switch down to disengage the pump.

A pump pressure reading will be displayed in view of the driver.

### **PUMP SHIFT**

Pump will be engaged in not more than two steps, by simply setting the parking brake, which will automatically put the transmission into neutral, and activating a blue rocker switch in the cab. Switches in the cab will also allow for water, foam, or CAFS if equipped, and activate the appropriate system to preset parameters. The engagement will provide simple two-step operation, enhance reliability, and completely eliminate gear clash. The shift will include the indicator lights as mandated by NFPA. A direct override switch will be located behind a door in the lower pump operator's panel. The switch will automatically disengage when the door is closed.

As the parking brake is applied, the pump panel throttle will be activated and deactivate the chassis foot throttle for stationary operation.

An additional pump activation switch will be provided at the pump operator's panel to engage the pump. Switch will have a blue border around the switch. A switch guard will be installed to prevent accidental switch activation. Indicator lights will be provided to show that the pump is in gear.

### TRANSMISSION LOCK UP

Transmission lock up is not required as transmission will automatically shift to neutral as soon as the parking brake is set.

### **AUXILIARY COOLING SYSTEM**

A supplementary heat exchange cooling system will be provided to allow the use of water from the discharge side of the pump for cooling the engine water. A water-to-coolant heat exchanger will be used.

### **INTAKE RELIEF VALVE - PUMP**

An Akron Style 53 relief valve will be installed on the suction side of the pump preset at 125 psig.

The relief valve will have a working range of 50 psi to 250 psi.

The outlet will terminate below the frame rails with a 2.50" National Standard hose thread adapter and will have a "do not cap" warning tag.

The relief valve pressure control will be located behind the right side pump panel with a stainless steel access door.

# PIERCE PRESSURE CONTROLLER

A Pierce electronic pressure controller will be provided.

A pressure transducer will be installed in the discharge side of the water pump. The transducer continuously monitors pump pressure sending a signal to the electronic pressure controller.

The pressure controller can be used in two (2) modes of operation, RPM mode and pressure modes. The controller will be programmed to turn on/default to Pressure Setting mode.

In the RPM mode, the controller can be activated after vehicle parking brake has been set. When in this mode, the controller will maintain the set engine speed, regardless of engine load (within engine operation capabilities).

In the pressure mode, the controller can be activated after vehicle parking brake has been set. When in this mode, the controller will automatically maintain the discharge pressure set by the operator (within the discharge capabilities of the pump and water supply) regardless of flow.

A 2.00" diameter throttle control knob with no mechanical stops, a serrated grip, and a red idle push button in the center will be a integrated/part of the pressure controller. The throttle control knob will be programmed for Clockwise rotation to increase engine speed.

Individual LED indicators for ok to pump, throttle ready, pressure mode and rpm mode will be located on the pressure controller for easy viewing.

A pump cavitation protection feature will also provided which will return the engine to idle should the pump cavitate. Cavitation is sensed by the combination of pump pressure below 30 psi and engine speed above 2000 rpm for more than five (5) seconds.

Other safety features include recognition of low water and no water conditions with an automatic programmed response and a push button to return the engine to idle.

The pressure controller LCD screen will be 4.20" in size with a minimum brightness of 750 nits. The LCD screen and LED intensity will be automatically adjust for day and nighttime operation. The LCD screen intensity can also be manually adjusted if needed.

The following information will be provided/displayed on the LCD screen -

- Engine RPM
- Check engine and stop engine warning indicators
- Engine oil pressure
- Engine coolant temperature
- Water pump temperature
- Fuel Level
- Water tank level
- Battery voltage
- Operating mode (RPM or pressure)
- Pressure or RPM setting

On screen messaging show diagnostic and warning messages as they occur. It will show apparatus information, stored data, and program options when selected by the operator. It will monitor inputs outputs and support audible and visual warning alarms for the following conditions -

- High battery voltage
- Low battery voltage/engine off
- Low battery voltage/engine running
- High water pump temperature
- Low fuel
- Low engine oil pressure
- High engine coolant temperature
- Water tank out of water (visual alarm only)
- No engine response (visual alarm only)

The pressure controller will store the accumulated operating hours for the pump and engine. These items are to be displayed within the pressure controller menu.

The pressure controller will include a USB port on the back of the controller for easy software upgrades if needed.

### **PRIMING PUMP**

The priming pump will be a Trident Emergency Products compressed air powered, high efficiency, multistage venturi based AirPrime System, conforming to standards outlined in the current edition of NFPA 1901.

All wetted metallic parts of the priming system are to be of brass and stainless steel construction.

One (1) priming control will open the priming valve and start the pump primer.

### **GARDEN HOSE DIRECT TANK FILL**

There will be a 0.75" direct tank fill terminating at the RS PUC panel pump panel with a female garden hose swivel thread adapter and plug. A 0.75" swing handle valve and plumbing will be provided.

The direct tank fill will be plumbed to the water tank dome just above the height of the overflow pipe to eliminate head pressure while in use. A stainless steel elbow will be installed in the water tank dome, pointing down to prevent water from entering the over flow tube.

# RECIRCULATING LINE WITH CHECK VALVE

A 0.50" diameter recirculating line, from the pump to the water tank, will be furnished with a control installed at the pump operator's control panel. A check valve will be provided in this line to prevent the back flow of water from the tank to the pump if the valve is left in the open position.

#### **GARDEN HOSE OUTLET**

There will be one (1) outlet at the left side pump panel.

The outlet will be gravity fed from the water tank using A 0.75" diameter plumbing with a quarter turn valve located on the pump panel near the outlet. A cap and cable will be provided.

### THERMAL RELIEF VALVE

A Pierce thermal relief valve will be included on the pump that monitors pump water temperature and opens to relieve water to cool the pump when the temperature of the pump water exceeds 120 Degrees F (49 C).

The thermal protection system will include a amber warning light and audible alarm mounted on the pump operator panel.

The discharge line will be 3/8 inch diameter tubing plumbed to ground near pump operator's panel.

#### **PUMP MANUALS**

There will be a total of two (2) pump manuals provided by the pump manufacturer and furnished with the apparatus. The manuals will be provided by the pump manufacturer in the form of two (2) electronic copies. Each manual will cover pump operation, maintenance, and parts.

#### PLUMBING, STAINLESS STEEL AND HOSE

All inlet and outlet lines will be plumbed with either stainless steel pipe, flexible polypropylene tubing or synthetic rubber hose reinforced with hi-tensile polyester braid. All hose's will be equipped with brass or stainless steel couplings. All stainless steel hard plumbing will be a minimum of a schedule 10 wall thickness.

Where vibration or chassis flexing may damage or loosen piping or where a coupling is required for servicing, the piping will be equipped with victaulic or rubber couplings.

Plumbing manifold bodies will be ductile cast iron or stainless steel.

All piping lines are to be drained through a master drain valve or will be equipped with individual drain valves. All drain lines will be extended with a hose to drain below the chassis frame.

All water carrying gauge lines will be of flexible polypropylene tubing.

All piping, hose and fittings will have a minimum of a 500 PSI hydrodynamic pressure rating.

# **FOAM SYSTEM PLUMBING**

All piping that is in contact with the foam concentrate or foam/water solution will be stainless steel. The fittings will be stainless steel or brass. Cast iron pump manifolds will be allowed.

# **MAIN PUMP INLETS**

A 6.00" pump manifold inlet will be provided on each side of the vehicle. The suction inlets will include removable die cast zinc screens that are designed to provide cathodic protection for the pump, thus reducing corrosion in the pump.

Main pump inlets will not be located on the main operator's panel and will maintain a low connection height by terminating below the top of the chassis frame rail.

#### **INLET BUTTERFLY VALVE**

There will be one (1) butterfly valve provided on the left side main pump inlet.

The 6.00" inlet valve will be recessed behind the pump panel.

A built-in, adjustable pressure relief valve and a bleeder valve will be provided on the inlet side of the valve.

There will be an Akron 9333 electric valve controller provided on the pump operators panel. The electric control must be of a true position feedback design, requiring no clutches in the motor or current limiting. The unit must be completely sealed with momentary open, close as well and an optional one touch full open feature to operate the valve actuator. The controller will provide position indication on a full color, backlit LCD display. It will have manual adjustment of the brightness as well as an auto dimming option.

The electric actuator will be furnished with a manual override, extended to the pump panel.

A manual override wrench will be provide to manually open or close the valve.

### **MAIN PUMP INLET CAP**

The main pump inlets will have National Standard Threads with a long handle chrome cap.

The cap will be the Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

### **VALVES**

All ball valves will be Akron® Brass. The Akron valves will be the 8000 series heavy-duty style with a stainless steel ball and a simple two-seat design. No lubrication or regular maintenance is required on the valve.

Valves will have a ten (10) year warranty.

The location of the valve for the one (1) inlet will be recessed behind the pump panel.

#### **INLET CONTROL**

The side auxiliary inlet(s) will incorporate a quarter-turn ball valve with the control located at the inlet valve. The valve operating mechanism will indicate the position of the valve.

### **LEFT SIDE INLET**

There will be one (1) auxiliary inlet with a 2.50" valve at the left side pump panel, terminating with a 2.50" (F) National Standard hose thread adapter.

The auxiliary inlet will be provided with a strainer, chrome swivel and plug.

#### RIGHT SIDE INLET

There will be one (1) auxiliary inlet with a 2.50" valve at the right side pump panel, terminating with a 2.50" (F) National Standard hose thread adapter.

The auxiliary inlet will be provided with a strainer, chrome swivel and plug.

#### ANODE, INLET

A pair of sacrificial zinc anodes will be provided in the water pump inlets to protect the pump from corrosion.

#### FRONT INLET

A 5.00" inlet front inlet that terminates on top of the right side bumper extension will be provided.

The plumbing will consist of 5.00" stainless steel and a 5.00" Jamesbury butterfly valve. Only radius elbows will be used in the piping, no mitered joints.

Drains will be furnished in all the low points of piping and have .75" valves with T swing handle.

Bleeder valves will be located near the threaded connection and the valve control.

Die cast zinc screens will be provided at the front inlet connection.

#### FRONT INLET CONTROL

The front inlet will be gated and controlled with an Akron 9333 electric valve controller provided on the pump operators panel. The electric control must be of a true position feedback design, requiring no clutches in the motor or current limiting. The unit must be completely sealed with momentary open, close as well and an optional one touch full open feature to operate the valve actuator. The controller

will provide position indication on a full color, backlit LCD display. It will have manual adjustment of the brightness as well as an auto dimming option.

### **FRONT INLET INTAKE RELIEF VALVE**

An Akron Brass Style 53 intake pressure relief valve will be provided on the inlet side of the valve preset at 125 psig .

The pressure relief valve will be adjustable from 50 to 250 psi.

The outlet will be 2.50" National Standard hose thread and terminate below the frame rails and will have a "do not cap" warning tag near the discharge outlet.

# **FRONT INLET ELBOW**

The front inlet will have a 5.00" inlet elbow with swivel, terminating with Male National Standard Hose Thread.

The swivel will be Chrome

A quarter-turn style of bleeder bleeder will be provided on the front inlet elbow.

### FRONT INLET CAP

The front inlet will have National Standard hose threads with a long handle cap.

The cap will incorporate a thread design to automatically relieve stored pressure in the line when disconnected.

The cap will be fabricated from brass material.

### **INLET BLEEDER VALVE**

A 0.75" quarter turn, bleeder valve will be provided for each for each side gated inlet. The valves will be located behind the panel with a "T" handle control extended to the outside of the panel. The water, that is discharged by the valve, will be routed below the chassis frame rails.

#### TANK TO PUMP

The booster tank will be connected to the intake side of the pump with heavy duty 4.00" piping and a quarter turn 3.00" full flow line valve with the control located at the operator's panel. A rubber coupling will be included in this line to prevent damage from vibration or chassis flexing.

A check valve will be provided in the tank to pump supply line to prevent the possibility of "back filling" the water tank.

#### **TANK REFILL**

A 1.50" combination tank refill and pump re-circulation line will be provided, using a quarter-turn full flow ball valve controlled from the pump operator's panel.

### **DISCHARGE OUTLET CONTROLS**

The right side discharges will incorporate a quarter-turn ball valve and be controlled by Akron 9335 electric valve controllers provided on the pump operators panel. The electric controls must be of a true position feedback design, requiring no clutches in the motor or current limiting. The units must be completely sealed with momentary open, close as well and an optional one touch full open feature to operate their corresponding valve actuator. The controllers will provide position indication on a full color, backlit LCD display. They will have manual adjustment of the brightness as well as an auto dimming option. In addition to the valve controls, the electric valve controllers will include a pressure display

All other outlets will have manual swing handles that operate in a vertical up and down motion. These handles will be able to lock in place to prevent valve creep under pressure.

### **LEFT SIDE DISCHARGE OUTLETS**

There will be two (2) discharges with a 2.50" valves on the left side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter. Discharges will be located below the cab, and will be no higher than the top of the chassis frame rail. Discharges will not be located on the pump operator's panel. Lever controls will be provided at the valve.

#### RIGHT SIDE DISCHARGE OUTLETS

There will be One (1) discharge outlet with a 2.50" valve on the right side of the apparatus, terminating with a 2.50" MNST adapter. The discharge(s) will be located below the crew cab and will be no higher than the top of the chassis frame rail.

There will be Akron 9335 electric valve controller(s) provided on the pump operators panel. The electric control(s) must be of a true position feedback design, requiring no clutches in the motor or current limiting. The unit(s) must be completely sealed with momentary open, close as well and an optional one touch full open feature to operate the valve actuator. The controller(s) will provide position indication on a full color, backlit LCD display. They will have manual adjustment of the brightness as well as an auto dimming option.

In addition to valve position, each controller will include a pressure display.

#### LARGE DIAMETER DISCHARGE OUTLET

There will be a 4.00" discharge outlet with a 4.00" valve installed on the right side of the apparatus, terminating with 4.00" MNST threads. The discharge will be located below the crew cab and will be no higher than the top of the chassis frame rail.

There will be an Akron 9335 electric valve controller provided on the pump operators panel. The electric control must be of a true position feedback design, requiring no clutches in the motor or current limiting. The unit must be completely sealed with momentary open, close as well and an optional one touch full open feature to operate the valve actuator. The controller will provide position indication on a full color, backlit LCD display. It will have manual adjustment of the brightness as well as an auto dimming option.

In addition to valve position, the controller will include a pressure display.

# **LARGE DIAMETER OUTLET ADAPTER**

one (1) 4.00" outlet will be furnished with a 4.00" (F) National Standard hose thread x 5.00" Storz adapter. A 5.00" Storz cap and chain will be provided with the adapter.

# **FRONT DISCHARGE OUTLET**

There will be one (1) 1.50" discharge outlet piped to the front of the apparatus and located in the center tray on the driver side, in the rearmost corner. See aftermarket modifications to 36006.

Plumbing will consist of 2.00" piping and flexible hose with a 2.00" ball valve with control at the pump operator's panel. A fabricated weldment made of stainless steel pipe will be used in the plumbing where appropriate. The piping will terminate with a 1.50" NST chrome adapter.

There will be automatic drains provided at all low points of the piping.

# **REAR DISCHARGE OUTLET**

There will be One (1) discharge outlet piped to the rear of the hose bed on left side,installed so proper clearance is provided for spanner wrenches or adapters. Plumbing will consist of 2.50" piping along with a 2.50" full flow ball valve with the control from the pump operator's panel. Discharge will terminate with 2.50" NST thread. Discharge piping will be schedule 10 304L welded or formed stainless steel and routed through the water tank.

# **REAR OUTLET ELBOWS**

The 2.50" discharge outlets located at the rear of the apparatus will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

### **HOSE BED DISCHARGE OUTLET**

There will be One (1) discharge outlet piped to the front of the hose bed, in the on the left side bed. Plumbing will consist of 2.50" schedule 10 304L welded or formed stainless steel piping along with a 2.50" full flow ball valve with the control from the pump operator's panel. Discharge will terminate with 2.50" NST thread.

### **DISCHARGE CAPS/ INLET PLUGS**

Chrome plated, rocker lug, caps with chain will be furnished for all discharge outlets 1.00" thru 3.00" in size, besides the pre-connected hose outlets.

Chrome plated, rocker lug, plugs with chain will be furnished for all auxiliary inlets 1.00" thru 3.00" in size.

The caps and plugs will incorporate a thread design to automatically relieve stored pressure in the line when disconnected.

### **OUTLET BLEEDER VALVE**

A 0.75" bleeder valve will be provided for each outlet 1.50" or larger. Automatic drain valves are acceptable with some outlets if deemed appropriate with the application.

The valves will be located behind the panel with a T swing style handle control extended to the outside of the side pump panel.

The handles will be chrome plated and provide a visual indication of valve position.

The T swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage.

Bleeders will be located at the bottom of the pump panel. They will be properly labeled identifying the discharge they are plumbed in to.

The water discharged by the bleeders will be routed below the chassis frame rails.

### **DELUGE RISER**

A 3.00" deluge riser will be installed above the pump in such a manner that a monitor can be mounted and used effectively. Piping will be installed securely so no movement develops when the line is charged. The riser will be gated and controlled at the pump operator's panel. A 2.50" valve will be provided. The deluge riser will allow flow for 1000 GPM.

### **TELESCOPIC PIPING**

The deluge riser piping will include a 18.00" Task Force Model XG18 Extend-A-Gun extension.

This extension will be telescopic to allow the deluge gun to be raised 18.00" increasing the range of operation.

A triangular bracing structure will be installed to support the piping. Aluminum tread plate will be placed on the forward side of the bracing structure.

A position sensor will be provided on the telescopic piping that will activate the "do not move vehicle" light inside the cab when the monitor is in the raised position.

# **DELUGE OUTLET SPECIAL INSTRUCTIONS**

The deluge gun outlet will be located moved back 18.00.

### **MONITOR**

A Task Force Tips Crossfire #XFT-NJ monitor will be properly installed on the deluge riser. This monitor will be painted to match the body .

### **NOZZLE**

A Task Force Tips Master Stream Series M-R nozzle will be provided.

Included will be a Task Force Tips XF-SS5 stream straightener and MST-4NJ quad stacked tips.

Tip sizes will be 1.38", 1.50", 1.75" and 2.0".

The deluge riser Extend-a-Gun will have provisions for direct mounting a Task Force Tips CrossFire monitor.

### **CROSSLAY MODULE**

The crosslay module will be standard width.

The forward, upper corners of the module will have full body corners.

### **CROSSLAY HOSE RESTRAINT**

A 1.00" black nylon webbing design restraint will be provided across the ends of crosslay(s) to secure the hose during travel. The webbing assembly is to be attached at the front of the crosslay(s) with a permanent attachment. At the rear, one (1) vertical metal bar(s), the height of the crosslay bed, will hook onto footman loops at the top of the bed. 1.00" web straps will loop through footman loops at the bottom corner of the bed and attach to the bottom of the bar with a 1.00" hook and loop fastener.

### CROSSLAY(S), LOWER

There will be two (2) lower crosslays provided.

## 1.50" Crosslays

There will be two (2) 1.50" crosslays plumbed with 2.00" welded or formed schedule 10 304L stainless steel pipe.

The crosslays will be low mounted with the bottom of both crosslay trays no more than 11.00" above the frame rails for simple, safe reloading and deployment.

There will be a 1.50" National Standard hose thread 90-degree swivel provided in each hose bed, so that the hose may be removed from either side of apparatus. The swivel will be as far outbound as possible for ease of changing hose.

Each crosslay will be gated with a 2.00" quarter turn ball valve with the controls located at the pump operator's panel.

Each hose bed will be capable of carrying 200' of 1.75" double jacket hose .

# **Crosslay Hose Trays**

A removable tray will be provided for each crosslay hose bed. The crosslay tray will be constructed of black poly to provide a lightweight sturdy tray. Two (2) hand holes will be in the floor and additional hand holes will be provided in the sides for easy removal and installation from the compartment. The floor of the trays will be perforated to allow for drainage and hose drying.

Trays will be held in place by a mechanical spring-loaded stainless-steel latch that automatically deploys upon loading the trays to hold the trays in place during transit.

### **PARTITION IN ENCLOSURE**

One (1) partition will be bolted in the upper crosslay module enclosure adjustable side to side.

### **LONG TOOL ENCLOSURE**

An enclosure will be provided for storage in the upper crosslay module. The enclosure will be removable to allow access to the pump. The stored items will removable from either side of the truck. The enclosure will be max size.

A vertically hinged painted aluminum door with a pair of Southco C2 black powder coated raised trigger latches will be provided on each end of the storage. The doors will be hinged along the rearward edge.

### **BOOSTER HOSE REELS**

Two (2) Hannay electric rewind aluminum booster hose reels will be installed over the pump in a recessed open compartment, one each side.

A polished stainless steel roller and guide assembly will be mounted on each side of the apparatus.

Discharge controls will be provided at the pump operator's panel. Plumbing to the reels will consist of 1.50" Aeroquip hose and a 1.50" valves.

Reel motors will be protected from overload with a circuit breaker rated to match the motors.

Electric rewind control will be two (2) rubber covered buttons, one (1) mounted on each pump panel adjacent to the hose reel.

#### **BOOSTER HOSE**

Booster hose, 1.00" diameter and 100 feet long, with chrome plated Barway, or equal, couplings will be provided on each reel.

Working pressure of the booster hose will be a minimum of 800 psi.

Capacity of the hose reel will be 100 feet of 1.00" booster hose.

### **PRESSURE GAUGE**

There will be a pressure gauge provided for two (2) hose reel(s). The gauge will be located on the pump panel. The gauge will match the discharge outlet gauges.

### **HOSEREEL ACCESS**

A quantity of two (2) cutout(s) will be provided in the hose reel cut outs for the hose reel(s). These cutout(s) will allow access to the hose and provide a window to view the reel. Stainless steel rollers with nylon bushings will be mounted horizontally and vertically around the cutout.

### **HUSKY 3 FOAM PROPORTIONER**

A Pierce Husky® 3 foam proportioning system will be provided. The Husky 3 is an on demand, automatic proportioning, single point, direct injection system suitable for all types of Class A and B foam concentrates, including the high viscosity (6000 cps), alcohol resistant Class B foams. Operation will be based on direct measurement of water flow, and remain consistent within the specified flows

and pressures. The system will automatically proportion foam solution at rates from 0.1 percent to 3 percent regardless of variations in water pressure and flow, up to the maximum rated capacity of the foam concentrate pump.

The design of the system will allow operation from draft, hydrant, or relay operation.

# **System Capacity**

The system will have the ability to deliver the following minimum foam solution flow rates at accuracies that meet or exceed NFPA requirements at a pump rating of 150 psi.

100 gpm @ 3 percent

300 gpm @ 1 percent

600 gpm @ 0.5 percent

Class A foam setting in 0.1 percent increments from 0.1 percent to 1 percent. Typical settings of 1 percent, 0.5 percent and 0.3 percent (maximum capacity will be limited to the plumbing and water pump capacity).

# **Control System**

The system will be equipped with a digital electronic control display located on the pump operators panel. Push button controls will be integrated into the panel to turn the system on/off, control the foam percentage, and to set the operation modes.

The percent of injection will have a preset. This preset can be changed at the fire department as desired. The percent of injection will be able to be easily changed at the scene to adjust to changing demands.

Three (3) 0.50" high LEDs will display the foam percentage in numeric characters. Three (3) indicator LEDs will also be included: one (1) green, one (1) red, and one (1) yellow. The LEDs will indicate various system operation or error states.

The indications will be:

- Solid Green System On
- Solid Red Valve Position Error
- Solid Yellow Priming System
- Flashing Green Injecting Foam
- Flashing Red Low Tank Level
- Flashing Yellow Refilling Tank

The control display will house a microprocessor, which receives input from the systems water flow meter while also monitoring the position of the foam concentrate pump. The microprocessor will compare the values of the water flow versus the position/rate of the foam pump, to ensure the

proportion rate is accurate. One (1) check valve will be installed in the plumbing to prevent foam from contaminating the water pump.

## **Hydraulic Drive System**

The foam concentrate pump will be powered by an electric over hydraulic drive system. The hydraulic system and motor will be integrated into one unit.

# Foam Concentrate Pump

The foam concentrate pump will be of positive displacement, self-priming; linear actuated design, driven by the hydraulic system. The pump will be constructed of brass body; chrome plated stainless steel shaft, with a stainless steel piston. In order to increase longevity of the pump, no aluminum will be present in its construction.

A relief system will be provided which is designed to protect the drive system components and prevent over pressuring the foam concentrate pump.

The foam concentrate pump will have minimum capacity for 3 gpm with all types of foam concentrates with a viscosity at or below 6000 cps including protein, fluoroprotein, AFFF, FFFP, or AR-AFFF. The system will deliver only the amount of foam concentrate flow required, without recirculating foam back to the storage tank. Recirculating foam concentrate back to the storage tank can cause agitation and premature foaming of the concentrate, which can result in system failure. The foam concentrate pump will be self-priming and have the ability to draw foam concentrate from external supplies such as drums or pails.

### **External Foam Concentrate Connection**

An external foam pick-up will be provided to enable use of a foam agent that is not stored on the vehicle. The external foam pick-up will be designed to allow continued operation after the on-board foam tank is empty, or the use of foam different than the foam in the foam tank.

# Panel Mounted External Pick-Up Connection / Valve

A bronze three (3)-way valve will be provided. The unit will be mounted to the pump panel. The valve unit will function as the foam system tank to pump valve and external suction valve. The external foam pick-up will be one (1) 0.75" male connection GHT (garden hose thread) with a cap.

### Pick-Up Hose

A 0.75" flexible hose with an end for insertion into foam containers will be provided. The hose will be supplied with a 0.75" female swivel GHT (garden hose thread) swivel connector. The hose will be shipped loose.

# **Discharges**

The foam system will be plumbed to the lower rear crosslay, lower front crosslay, center of front bumper, hose reel in left side of dunnage area, hose reel in right side of dunnage area and left rear outlet.

## **System Electrical Load**

The maximum current draw of the electric motor and system will be no more than 55 amperes at 12 VDC.

### **SINGLE FOAM TANK REFILL**

The foam system's proportioning pump will be used to fill the foam tank. This will allow use of the auxiliary foam pick-up to pump the foam from pails or a drum on the ground into the foam tank. A foam shut-off switch will be installed in the fill dome of the tank to shut the system down when the tank is full. The fill operation will be controlled by a mode in the foam system controller. While the proportioner pump is filling the tank, the controller will display a flashing yellow LED to indicate that the tank is filling. When the tank is full, as determined by the float switch in the tank dome, the pump will stop and the controller will shut the yellow LED off. If it attempted to use tank fill and the refill valve and suction valve are in the wrong position(s), then a red LED will illuminate to indicate the improper valve position(s). When the valves are positioned properly, then filling will commence.

### **FOAM TANK**

The foam tank will be an integral portion of the polypropylene water tank. The cell will have a capacity of 40 gallons of foam with the intended use of Class A foam. The brand of foam stored in this tank will be Phoscheck WD881. The foam cell will not reduce the capacity of the water tank. The foam cell will have a screen in the fill dome and a breather in the lid.

### **FOAM TANK DRAIN**

The foam tank drain will be a 1.00" quarter turn drain valve located inside the pump/plumbing compartment.

The following drawing(s) will be provided for approval by the customer. The drawing(s) will be made for up One (01) Truck apparatus and/or similar Pierce job number.

#### PUMP OPERATOR'S PANEL DRAWING

A detailed drawing to scale of the pump operator's panel will be provided for the customer to review. The drawing will include all of the gauges, controls, switching, etc.., located on the pump operator's panel. The customer will be allowed to make changes and/or mark-ups to this approval drawing. The fire apparatus manufacturer will make revisions (If needed) to the drawing per the customer changes and/or mark-ups as long as the changes are physically possible within a specific product line.

The finalized and signed customer approved pump operator's panel drawing will become part of the contract documents.

Due to the way drain(s), bleeder(s), operational/maintenance tag(s) and NFPA required warning tag(s) are placed on pump panel(s), these items will NOT be shown on any pump panel approval drawing(s). These item(s) will be placed on pump panel(s) at the fire apparatus manufacturer discretion.

#### **COLOR CODED TAGS**

A detailed drawing/chart of the colors used on all of the inlet(s) and outlet(s) will be provided for the customer to review. The customer will be allowed to make changes and/or mark-ups to this approval

drawing/chart. The fire apparatus manufacturer will make revisions (If needed) to the drawing per the customer changes and/or mark-ups as long as the changes are physically possible within a specific product line.

The finalized and signed customer approved drawing/chart of the colors will become part of the contract documents.

# **SPECIAL TEXT/VERBIAGE TAGS**

A detailed drawing/chart of the text/verbiage used on all of the inlet(s) and outlet(s) will be provided for the customer to review. The customer will be allowed to make changes and/or mark-ups to this approval drawing/chart. The fire apparatus manufacturer will make revisions (If needed) to the drawing per the customer changes and/or mark-ups as long as the changes are physically possible within a specific product line.

The finalized and signed customer approved drawing/chart of the text/verbiage will become part of the contract documents.

### **PUMP PANEL CONFIGURATION**

The pump panel configuration will be arranged and installed in an organized manner that will provide user-friendly operation.

### **PUMP AND GAUGE PANEL**

The pump operator's panel and gauge panels will be constructed of stainless steel with a brushed finish.

The side control panels will be constructed of stainless steel with a brushed finish for durability and ease of maintenance.

### PUMP AND PLUMBING ACCESS

Simple access to the plumbing will be provided through the front of the body area by raising the cab for complete plumbing service and valve maintenance. Access to valves will not require removal of operator panels or pump panels. Access for rebuilding of the pump will not require removal of more than the tank to pump line and a single discharge line. This access will allow for fast, easy valve or pump rebuilding, making for reduced out of service times. Steps will be provided for access to the top of the pump.

Access to the pump will be provided by raising the cab. The pump will be positioned such that all maintenance and overhaul work can be performed above the frame and under the tilted cab. The service and overhaul work on the pump will not require the removal of operator panels or pump panels. Complete pump casing and gear case removal will require no more than removal of the intake and discharge manifolds, driveline, coolers and a single discharge line. The pump case and gear case will be able to be removed by lifting upward without interference from piping and be removable in less than 3 hours.

### PUMP COMPARTMENT LIGHT

There will be one (1) Whelen®, Model 3SCOCDCR, 3.00" white 12 volt DC LED light(s) with Whelen, Model 3FLANGEC, flange(s) installed in the plumbing area.

The light(s) will be activated by a toggle switch located in the pump compartment area.

Engine monitoring graduated LED indicators will be incorporated with the pressure controller.

### **THROTTLE READY GREEN INDICATOR LIGHT**

There will be a green indicator light integrated with the pressure governor and/or engine throttle installed on the pump operators panel that is activated when the pump is in throttle ready mode.

# **AIR HORN BUTTON**

An air horn control button will be provided at the pump operator's control panel. This button will be red in color and properly labeled and put within easy reach of the operator.

# **RADIO SPEAKER**

A Atkinson Dynamics ADSF-25-Z, radio speaker will be provided and mounted at the pump panel. There will be a weatherproof off/on/volume control provided on the pump panel. Wiring will be provided from the control to the on the driver side pump panel for the customer's connection.

# **SPEAKER ON / OFF SWITCH**

An On / Off switch and label will be provided on the pump panel switch panel for the two-way radio speaker at the pump panel.

# **COLOR CODED TAG(S)**

There will be [Qty], outlet(s) with special wording. These special wording tag(s) will be used for labeling the pressure gauge(s), control(s), outlet(s) and drain(s). The following outlet(s) will have special wording Match 36006. They will say the following Match 36006. The tag(s) will have the following color(s) Match 36006.

### **CONTROL LOCATION**

NFPA 1901, 2016 Edition, Section 4.10.4 states that the central midpoint or centerline of any control will be no more than 72.00 inches vertically above the ground or platform that is designed to serve as the operator's standing position

The Husky 3 foam controls will be located higher than 72.00 in. The apparatus will be non-NFPA compliant at time of delivery.

# **VACUUM AND PRESSURE GAUGES**

The pump vacuum and pressure gauges will be silicone filled and manufactured by Class 1 Incorporated  $\odot$ .

The gauges will be a minimum of 6.00" in diameter and will have white faces with black lettering, with a pressure range of 30.00"-0-600#.

The pump pressure and vacuum gauges will be installed adjacent to each other at the pump operator's control panel.

Test port connections will be provided at the pump operator's panel. One (1) will be connected to the intake side of the pump, and the other to the discharge manifold of the pump. They will have 0.25 in standard pipe thread connections and polished stainless steel plugs. They will be marked with a label.

# **PRESSURE GAUGES**

The individual "line" pressure gauges for the discharges will be interlube filled and manufactured by Class 1©.

They will be a minimum of 2.50" in diameter and will have white faces with black lettering.

Gauges will be compound type with a vacuum/pressure range of 30.00"-0-400#.

The individual pressure gauge will be installed as close to the outlet control as practical.

### **WATER LEVEL GAUGE**

An electric water level gauge will be incorporated in the pressure controller that registers water level by means of nine (9) LEDs. They will be at 1/8 level increments with a tank empty LED. The LEDs will be a bright type that is readable in sunlight, and have a full 180-degree of clear viewing.

To further alert the pump operator, the gauge will have a warning flash when the tank volume is less than 25 percent. The gauge will have down chasing LEDs when the tank is almost empty.

The level measurement will be ascertained by sensing the head pressure of the fluid in the tank or cell.

# **MINI SLAVE UNIT**

An electric water level gauge will be provided in the cab that registers water level by means of five (5) LEDs. They will be at 1/4 level increments with a tank empty LED. The LEDs will be a bright type that are readable in sunlight and have a full 180-degree of clear viewing.

The water level gauge in the cab will be activated when the pump is in gear.

## ADDITIONAL WATER LEVEL GAUGE

There will be three (3) additional Fire Research MaxVision model WLA280-A00 water tank remote indicators provided and installed 1 each side of the cab to match 36006 and one on the rear body. The indicators will show the volume of water in the tank on Ninety six (96) easy to see super bright Tricolor LEDs. The indicator case will be waterproof, manufactured of Polycarbonate material with an integrated lens.

The remote indicator will indicate the level as a single color in Red for 25% or less, Amber color for up to 50% volume, Blue color for up to 75% volume and Green color for up to 100% volume. When the level reaches 25%, the red LEDs will begin flashing. When the level is empty, the red LEDs will scroll in a down-chasing motion and then flash three times.

The flash rate will be determined by the main water tank sensor.

It will have the program capability to adjust the brightness level for day time and night time viewing. The LEDs can also be programmed for different colors.

This module will be activated when the pump is in gear.

### **FOAM LEVEL GAUGE**

A Pierce electric foam level gauge will be provided on the operator's panel, that registers foam level by means of nine (9) LEDs. There will also be a mini foam level gauge with five (5) LEDs in the cab. They will be at 1/8 level increments with a tank empty LED. The LEDs will be a bright type that is readable in sunlight, and have a full 180 degree of clear viewing. The gauge will match the water level gauge in the pressure controller.

To further alert the pump operator, will have a warning flash when the tank volume is less than 25 percent, and will have Down Chasing LEDs when the tank is almost empty.

The level measurement will be ascertained by sensing the head pressure of the fluid in the tank or cell. This method provides accuracy with an array of multi-viscosity foams.

The foam level gauge in the cab will be activated by pump is in gear.

### SIDE CONTROL PUMP OPERATOR'S/PUMP PANEL LIGHTING

Illumination will be provided for controls, switches, essential instructions, gauges, and instruments necessary for the operation of the apparatus and the equipment provided on it. External illumination will be a minimum of five (5) foot-candles on the face of the device. Internal illumination will be a minimum of four (4) footlamberts.

The pump panels will be illuminated by two (2) Truck-Lite, Model 60354C, 6.00" x 2.00" oval white LED lights with Model 60700, grommets and chrome covers installed on the back of the cab, one (1) on the driver's side and one (1) on the passenger's side.

The pump operator's panel will utilize the same LED strip lighting at the forward doorframe as all other compartment lighting.

There will be a small white LED pump engaged indicator light installed overhead.

### **AIR HORN SYSTEM**

One (1) Hadley round air horn with 6.00" bell will be recessed in the front bumper. The air horn system will be piped to the air brake system wet tank utilizing 0.38" tubing. A pressure protection valve will be installed to prevent the loss of air in the brake system.

### **Air Horn Location**

The air horn will be located on the left side of the bumper, just outside of the frame rail.

#### **Air Horn Control**

The air horn(s) will be activated by the following:

Right side foot switch

• Steering wheel horn ring with electric/air horn selector switch

### **ELECTRONIC SIREN**

There will be a Whelen Sapphire, Model CCSRNTA36 electronic siren and remote head with microphone installed.

The control head will activate the Whelen CenCom Core to control the rear traffic directing lights in the lightbar.

The slide switch will operate the following:

Position 1 - Activate the Whelen CenCom Core system to activate all warning lights.

Position 2 - same as position 1.

Position 3 - same as position 1.

Electronic siren head will be recessed in the driver side inside switch panel.

The electronic siren will be controlled on the siren head only. No horn button or foot switches will be provided.

#### **SPEAKER**

There will be one (1) Whelen Model SA315P black nylon composite, 100-watt provided. The speaker will be connected to the siren amplifier.

The speaker will be installed behind the front grill.

# MECHANICAL SIREN, (AUXILIARY)

A B & M "Super Chief" mechanical siren will be furnished. A siren brake button will be installed on the switch panel.

The mechanical siren will be recessed in the front bumper on the left side. The siren will be properly supported using the bumper framework.

The mechanical siren will be actuated by two (2) foot switches, one (1) located on the officer's side and one (1) on the driver's side.

### FRONT ZONE UPPER WARNING LIGHTS

There will be a 81.00" Whelen® Freedom™ IV lightbar mounted on the cab roof.

The lightbar will include the following:

- One (1) red flashing LED module in the left side end position.
- One (1) red flashing LED module in the left side front corner position.
- One (1) red flashing LED module in the left side first front position.
- One (1) red flashing LED module in the left side second front position.
- One (1) white flashing LED module in the left side third front position.
- One (1) red flashing LED module in the left side fourth front position.
- One (1) white flashing LED module in the left side fifth front position.
- One (1) red flashing LED module in the left side sixth front position.
- One (1) 795 LED traffic light controller sent to national standard high priority in the center positions.
- One (1) red flashing LED module in the right side sixth front position.
- One (1) white flashing LED module in the right side fifth front position.
- One (1) red flashing LED module in the right side fourth front position.
- One (1) white flashing LED module in the right side third front position.
- One (1) red flashing LED module in the right side second front position.
- One (1) red flashing LED module in the right side first front position.
- One (1) red flashing LED module in the right side front corner position.
- One (1) red flashing LED module in the right side end position.

There will be clear lenses included on the lightbar.

The following switches may be installed in the cab on the switch panel to control the lightbar:

- a switch to control the flashing LED modules
- the traffic light controller will be by a cab switch with emergency master control
- there will be no momentary switch to activate the traffic light controller

The white LED modules and the traffic light controller will be disabled when the parking brake is applied.

The eight (8) red LED modules in the front positions may be load managed when the parking brake is applied.

### **SIDE WARNING LIGHTS**

There will be two (2) 21.50" Whelen Freedom IV LED lightbars mounted on the roof, one (1) on each side, over the cab doors.

Each lightbar will include the following:

- One (1) red flashing LED module in the outside end position.
- One (1) red flashing LED module in the outside front corner position.
- One (1) red flashing LED module in the outside front position.
- One (1) red flashing LED module in the inside front position.
- One (1) red flashing LED module in the inside front corner position.

There will be clear lenses included on the lightbar.

There will be a switch in the cab on the switch panel to control the lightbars.

These lights may be load managed when the parking brake is applied.

### **CAB FACE WARNING LIGHTS**

There will be two (2) Whelen®, Model M6\*C, LED flashing warning lights and two (2) Whelen, Model M6\*C, LED steady burning warning lights installed on the cab face, above the headlights, mounted in a common bezel.

- The driver outside flashing LED will be driver's side front outside warning light to be red
- The driver inside steady burning LED will be driver's side front inside warning light to be red
- The passenger inside steady burning LED will be passenger's side front inside warning light to be red
- The passenger outside flashing LED will be passenger's side front outside warning light to be red

All four (4) lights will include a clear lens.

There will be a switch located in the cab, on the switch panel to control the lights.

The inside lights may be load managed when the parking brake is applied.

### **HEADLIGHT FLASHER**

The high beam headlights will flash alternately between the left and right side.

There will be a switch installed in the cab on the switch panel to control the high beam flash. This switch will be live when the battery switch and the emergency master switches are on.

The flashing will automatically cancel when the hi-beam headlight switch is activated or when the parking brake is set.

### SIDE ZONE LOWER LIGHTING

There will be six (6) Whelen  $\mathbb{R}$ , Model M6\*\*, 4.31" high x 6.75" long x 1.37" deep flashing LED warning lights with chrome trim installed per the following:

- Two (2) lights located, one (1) each side on the bumper extension. The driver's side, side front light to include red warning LEDs and the passenger's side, side front light to include red warning LEDs.
- Two (2) lights located, one (1) each side of cab rearward of crew cab doors. The driver's side, side middle light to include red warning LEDs and the passenger's side, side middle light to include red warning LEDs.
- Two (2) lights located, one (1) each side above rear wheels. The driver's side, side rear light to include red warning LEDs and the passenger's side, side rear light to include red warning LEDs.
- The warning light lens color(s) to be clear.

There will be a switch in the cab on the switch panel to control the lights.

# **INTERIOR CAB DOOR WARNING LIGHTS**

There will be four (4) Weldon, Model 8401-0000-20, 16" long x 3/4" High x 5/8" deep amber 12 volt DC LED flashing strip lights provided.

- One (1) light on the left side cab door.
- One (1) light on the right side cab door.
- One (1) light on the right side crew cab door.
- One (1) light on the left side crew cab door.

Each light will be located over the door window...

Each light will be activated when the battery switch is on, respective door is opened and no other controls are on.

Each light will be installed so the flash pattern directs traffic away from the doors.

### **ELECTRICAL CONNECTORS FOR WARNING LIGHTS**

The lights will be installed with an insulated crimped factory butt splice connection.

# **SIDE WARNING LIGHTS**

There will be two (2) Whelen®, Model M9\*CZ, 6.50" high x 10.38" long x 1.37" deep flashing LED warning light(s) with white LED scene lights and chrome trimONE on PS cab between Front and C/C doors, ONE on forward portion of passenger side hatch compt.

The color of the flashing LEDs will be red.

The flashing LED warning light(s) will include a lens that is lens color(s) to be clear. The scene LEDs will include a clear lens.

There will be a switch in the cab on the switch panel to control the flashing LED warning light(s).

The scene LEDs will be activated by a switch at the driver's side switch panel.

The warning and scene LEDs may be load managed when the parking brake is applied.

#### **SIDE WARNING LIGHTS**

There will be two (2) Whelen®, Model M9\*CZ, 6.50" high x 10.38" long x 1.37" deep flashing LED warning light(s) with white LED scene lights and chrome trimOne on DS Cab between front and c/c door, one on forward portion on DS Hatch Comp.

The color of the flashing LEDs will be red.

The flashing LED warning light(s) will include a lens that is lens color(s) to be clear. The scene LEDs will include a clear lens.

There will be a switch in the cab on the switch panel to control the flashing LED warning light(s).

The scene LEDs will be activated by a switch at the driver's side switch panel.

The warning and scene LEDs may be load managed when the parking brake is applied.

### **REAR ZONE LOWER LIGHTING**

There will be two (2) Whelen®, Model M6\*C, LED flashing warning lights located at the rear of the apparatus.

- The driver's side rear light to be red
- The passenger's side rear light to be red

Both lights will include a lens that is clear.

There will be a switch located in the cab on the switch panel to control the lights.

### **REAR WARNING LIGHTS**

There will be two (2) Whelen®, Model M9\*C, LED flashing warning light(s) with bezel(s) provided above the taillights.

The color of these light(s) will be red.

These light(s) will be controlled with the rear upper warning switch.

These light(s) will include a lens that is clear.

# WARNING LIGHTS (REAR AND SIDE UPPER ZONES)

There will be four (4), Whelen®, Model M9\*\*C, 6.50" high x 10.37" wide x 1.37" deep flashing LED warning lights with chrome trim provided at the rear of the apparatus per the following:

- The side upper rear light on the left side to include red flashing LEDs.
- The rear upper light on the left side to include red flashing LEDs.
- The rear upper light on the right side to include red flashing LEDs.
- The side upper rear light on the right side to include red flashing LEDs.
- The warning light lens color(s) to be clear

There will be a switch in the cab on the switch panel to control the lights.

#### TRAFFIC DIRECTING LIGHT

There will be one (1) Whelen, Model TAL65, 36.01" long x 2.84" high x 2.24" deep, amber LED traffic directing light installed at the rear of the apparatus.

The lens color(s) to be clear.

This traffic directing light will be mounted over the hosebed, between the body side sheets, on a cross tube at the rear of the apparatus.

This installation will include a treadplate box.

The traffic directing light will be controlled by the electronic siren control head.

# **INVERTER / BATTERY CHARGER**

There will be a Vanner Model LSC12-1100 inverter/battery charger provided. The inverter will be rated at 825 watts output to meet NFPA requirements. The inverter will be connected to the batteries through proper fusing and also to shoreline AC power.

There will be a part number LSCR charger status display and a part number LSIR inverter status display provided on the driver side of the cab.

An auto transfer switch will be included allowing AC loads connected to the inverter to be powered from the battery whenever shoreline AC power is not available. If shoreline AC power is available, the battery charger function will be active and the AC loads connected to the inverter will be powered through the shoreline connection.

The inverter/battery charger will be mounted in the left side forward compartment and have adequate ventilation. A master on/off switch will be provided in the driver side cab switch panel.

# **120 VOLT RECEPTACLE**

There will be one (1), 15/20 amp 120 volt AC three (3) wire straight blade duplex GFCI receptacle(s) with interior stainless steel wall plate(s), installed behind the driver seat. The NEMA configuration for the receptacle(s) will be 5-20R.

The receptacle(s) will be powered from the on board 12 volt DC to 120 volt AC power inverter.

There will be a label installed near the receptacle(s) that state the following:

- Line Voltage
- Current Ratting (amps)
- Phase
- Frequency

### **120 VOLT RECEPTACLE**

There will be seven (7), 15/20 amp 120 volt AC three (3) wire straight blade duplex receptacle(s) with interior gray plastic wall plate(s), installed high in the upper right corner of each body compt DS, High in the upper left corner of each body compt PS to match SH2 drawing. The NEMA configuration for the receptacle(s) will be 5-20R.

The receptacle(s) will be powered from the shoreline inlet.

There will be a label installed near the receptacle(s) that state the following:

- Line Voltage
- Current Ratting (amps)
- Phase
- Frequency

### LOOSE EQUIPMENT

The following equipment will be furnished with the completed unit:

• One (1) bag of chrome, stainless steel, or cadmium plated screws, nuts, bolts and washers, as used in the construction of the unit.

# NFPA REQUIRED LOOSE EQUIPMENT PROVIDED BY FIRE DEPARTMENT

The following loose equipment as outlined in NFPA 1901, 2016 edition, section 5.9.3 and 5.9.4 will be provided by the fire department.

- 800 ft (60 m) of 2.50" (65 mm) or larger fire hose.
- 400 ft (120 m) of 1.50" (38 mm), 1.75" (45 mm), or 2.00" (52 mm) fire hose.
- One (1) handline nozzle, 200 gpm (750 L/min) minimum.
- Two (2) handline nozzles, 95 gpm (360 L/min) minimum.
- One (1) smoothbore of combination nozzle with 2.50" shutoff that flows a minimum of 250 gpm.
- One (1) SCBA complying with NFPA 1981 for each assigned seating position, but not fewer than four (4), mounted in brackets fastened to the apparatus or stored in containers supplied by the SCBA manufacturer.
- One (1) spare SCBA cylinder for each SCBA carried, each mounted in a bracket fastened to the apparatus or stored in a specially designed storage space(s).
- One (1) first aid kit.
- Four (4) combination spanner wrenches.
- Two (2) hydrant wrenches.
- One (1) double female 2.50" (65 mm) adapter with National Hose threads.
- One (1) double male 2.50" (65 mm) adapter with National Hose threads.
- One (1) rubber mallet, for use on suction hose connections.
- Two (2) salvage covers each a minimum size of 12 ft x 14 ft (3.7 m x 4.3 m).
- One (1) traffic vest for each seating position, each vest to comply with ANSI/ISEA 207,
   Standard for High Visibility Public Safety Vests, and have a five-point breakaway feature that
   includes two (2) at the shoulders, two (2) at the sides, and one (1) at the front.
- Five (5) fluorescent orange traffic cones not less than 28.00" (711 mm) in height, each equipped with a 6.00" (152 mm) retro-reflective white band no more than 4.00" (152 mm) from the top of the cone, and an additional 4.00" (102 mm) retro-reflective white band 2.00" (51 mm) below the 6.00" (152 mm) band.
- Five (5) illuminated warning devices such as highway flares, unless the five (5) fluorescent orange traffic cones have illuminating capabilities.
- One (1) automatic external defibrillator (AED).
- Four (4) ladder belts meeting the requirements of NFPA 1983, *Standard on Fire Service Life Safety Rope and System Components* (if equipped with an aerial device).
- If the supply hose carried does not use sexless couplings, an additional double female adapter and double male adapter, sized to fit the supply hose carried, will be carried mounted in brackets fastened to the apparatus.

- If none of the pump intakes are valved, a hose appliance that is equipped with one or more gated intakes with female swivel connection(s) compatible with the supply hose used on one side and a swivel connection with pump intake threads on the other side will be carried. Any intake connection larger than 3.00" (75 mm) will include a pressure relief device that meets the requirements of 16.6.6.
- If the apparatus does not have a 2.50" National Hose (NH) intake, an adapter from 2.50" NH female to a pump intake will be carried, mounted in a bracket fastened to the apparatus if not already mounted directly to the intake.
- If the supply hose carried has other than 2.50" National Hose (NH) threads, adapters will be carried to allow feeding the supply hose from a 2.50" NH thread male discharge and to allow the hose to connect to a 2.50" NH female intake, mounted in brackets fastened to the apparatus if not already mounted directly to the discharge or intake.

### **SOFT SUCTION HOSE**

There will be no soft suction hose provided.

### DRY CHEMICAL EXTINGUISHER PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, section 5.9.4 requires one (1) approved dry chemical portable fire extinguisher with a minimum 80-B:C rating mounted in a bracket fastened to the apparatus.

The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.

# WATER EXTINGUISHER PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, section 5.9.4 requires one (1) 2.5 gallon or larger water extinguisher mounted in a bracket fastened to the apparatus.

The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.

### FLATHEAD AXE PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, Section 5.9.4 requires one (1) flathead axe mounted in a bracket fastened to the apparatus.

The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.

# **PICKHEAD AXE PROVIDED BY FIRE DEPARTMENT**

NFPA 1901, 2016 edition, Section 5.9.4 requires one (1) pickhead axe mounted in a bracket fastened to the apparatus.

The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.

### **PAINT PROCESS**

The exterior custom cab and body painting procedure will consist of a seven (7) step finishing process as follows:

- Manual Surface Preparation All exposed metal surfaces on the custom cab and body will be thoroughly cleaned and prepared for painting. Imperfections on the exterior surfaces will be removed and sanded to a smooth finish. Exterior seams will be sealed before painting. Exterior surfaces that will not be painted include; chrome plating, polished stainless steel, anodized aluminum and bright aluminum treadplate.
- 2. <u>Chemical Cleaning and Pretreatment</u> All surfaces will be chemically cleaned to remove dirt, oil, grease, and metal oxides to ensure the subsequent coatings bond well. The aluminum surfaces will be properly cleaned and treated using a high pressure, high temperature 4 step Acid Etch process. The steel and stainless surfaces will be properly cleaned and treated using a high temperature 3 step process specifically designed for steel or stainless. The chemical treatment converts the metal surface to a passive condition to help prevent corrosion.
- 3. <u>Surfacer Primer</u> The Surfacer Primer will be applied to a chemically treated metal surface to provide a strong corrosion protective basecoat. A minimum thickness of 2 mils of Surfacer Primer is applied to surfaces that require a Critical aesthetic finish. The Surfacer Primer is a two-component high solids urethane that has excellent sanding properties and an extra smooth finish when sanded.
- 4. <u>Finish Sanding</u> The Surfacer Primer will be sanded with a fine grit abrasive to achieve an ultrasmooth finish. This sanding process is critical to produce the smooth mirror like finish in the topcoat.
- 5. <u>Sealer Primer</u> The Sealer Primer is applied prior to the Basecoat in all areas that have not been previously primed with the Surfacer Primer. The Sealer Primer is a two-component high solids urethane that goes on smooth and provides excellent gloss hold out when topcoated.
- 6. <u>Basecoat Paint</u> Two coats of a high performance, two component high solids polyurethane basecoat will be applied. The Basecoat will be applied to a thickness that will achieve the proper color match. The Basecoat will be used in conjunction with a urethane clear coat to provide protection from the environment.
- 7. <u>Clear Coat</u> Two (2) coats of Clear Coat will be applied over the Basecoat color. The Clear Coat is a two-component high solids urethane that provides superior gloss and durability to the exterior surfaces. Lap style and roll-up doors will be Clear Coated to match the body. Paint warranty for the roll-up doors will be provided by the roll-up door manufacturer.

After the cab and body are painted, the color will be verified to make sure that it matches the color standard. Electronic color measuring equipment will be used to compare the color sample to the color standard entered into the computer. Color specifications will be used to determine the color match. A Delta E reading will be used to determine a good color match within each family color.

All removable items such as brackets, compartment doors, door hinges, and trim will be removed and painted separately if required, to ensure paint behind all mounted items. Body assemblies that cannot be finish painted after assembly will be finish painted before assembly.

The paint finish quality levels for critical areas of the apparatus (cab front and sides, body sides and doors, and boom lettering panels) are to meet or exceed Cadillac/General Motors GMW15777 global paint requirements. Orange peel levels are to meet or exceed the #6 A.C.T.standard in critical areas. The manufacture's written paint standards will be available upon request.

## **Environmental Impact**

Contractor will meet or exceed all current state regulations concerning paint operations. Pollution control will include measures to protect the atmosphere, water and soil. Controls will include the following conditions:

- Topcoats and primers will be chrome and lead free.
- Metal treatment chemicals will be chrome free. The wastewater generated in the metal treatment process will be treated on-site to remove any other heavy metals.
- Particulate emission collection from sanding operations will have a 99.99 percent efficiency factor.
- Particulate emissions from painting operations will be collected by a dry filter or water wash process. If the dry filter is used, it will have an efficiency rating of 98 percent. Water wash systems will be 99.97 percent efficient
- Water from water wash booths will be reused. Solids will be removed on a continual basis to keep the water clean.
- Paint wastes are disposed of in an environmentally safe manner.
- Empty metal paint containers will be recycled to recover the metal.
- Solvents used in clean-up operations will be recycled on-site or sent off-site for distillation and returned for reuse.

Additionally, the finished apparatus will not be manufactured with or contain products that have ozone depleting substances. Contractor will, upon demand, present evidence that the manufacturing facility meets the above conditions and that it is in compliance with his state EPA rules and regulations.

#### CAB PAINT

The cab will be painted 525 Red.

#### **BODY PAINT**

The body will be painted to match the lower section of the cab.

### PAINT CHASSIS FRAME ASSEMBLY

The chassis frame assembly will be finished with a single system black top coat before the installation of the cab and body, and before installation of the engine and transmission assembly, air brake lines, electrical wire harnesses, etc.

Components that are included with the chassis frame assembly that will be painted are:

- Frame rails
- Frame liners
- Cross members

- Axles
- Suspensions
- Steering gear
- Battery boxes
- Bumper extension weldment
- Frame extensions
- Body mounting angles
- Rear Body support substructure (front and rear)
- Pump house substructure
- Air tanks
- Steel fuel tank
- Castings
- Individual piece parts used in chassis and body assembly

Components treated with epoxy E-coat protection prior to paint:

- Two (2) C-channel frame rails
- Two (2) frame liners

The E-coat process will meet the technical properties shown.

# **AXLE HUB PAINT**

All axle hubs will be painted to match lower job color.

### **COMPARTMENT INTERIOR PAINT**

The interior of all compartments will be painted with a gray spatter finish for ease of cleaning and to make it easier to touch up scratches and nicks.

### REFLECTIVE STRIPES

Three (3) reflective stripes will be provided across the front of the vehicle and along the sides of the body. The reflective band will consist of a 1.00" white stripe at the top with a 1.00" gap then a 6.00" white stripe with a 1.00" gap and a 1.00" white stripe on the bottom.

The reflective band provided on the cab face will be at the headlight level.

#### **REAR CHEVRON STRIPING**

There will be alternating chevron striping located on the rear-facing vertical surface of the apparatus. The rear surface, excluding the rear roll up door, will be covered.

The colors will be red and fluorescent yellow green diamond grade.

Each stripe will be 6.00" in width.

This will meet the requirements of the current edition of NFPA 1901, which states that 50% of the rear surface will be covered with chevron striping.

# **JOG(S) IN REFLECTIVE BAND**

The reflective band located on each side of the apparatus body will contain one (1) jog(s) and will be angled at approximately a 45 degrees when installed.

### REFLECTIVE STRIPE OUTLINE

A black outline will be applied on the top and the bottom of the reflective band. There will be three (3) set of outline stripes required.

## CAB DOOR REFLECTIVE STRIPE

A 6.00" x 16.00" black reflective stripe will be provided across the interior of each cab door. The stripe will be located approximately 1.00" up from the bottom, on the door panel.

This stripe will meet the NFPA 1901 requirement.

### **LETTERING**

The lettering will be totally encapsulated between two (2) layers of clear vinyl.

### **LETTERING**

Forty-one (41) to sixty (60) genuine gold leaf lettering, 3.00" high, with outline and shade will be provided.

# **LETTERING**

There will be reflective lettering, 3.00" high, with outline and shade provided. There will be ten (10) letters provided.

#### LETTERING

One (1) to twenty (20) reflective lettering, 4.00" high, with no outline or shade will be provided.

#### LETTERING

There will be reflective lettering, 8.00" high, with outline and shade provided. There will be nine (9) letters provided.

#### **LETTERING**

There will be genuine gold leaf lettering, 5.00" high, with outline and shade provided. There will be ten (10) letters provided.

#### **LETTERING**

There will be reflective lettering, 5.00" high, with outline and shade provided. There will be five (5) letters provided.

### **LETTERING**

There will be reflective lettering, 12.00" high, with no outline or shade provided. There will be three (3) letters provided.

# **LETTERING**

There will be reflective lettering, 20.00" high, with no outline or shade provided. There will be two (2) letters provided.

### **LETTERING**

There will be genuine gold leaf lettering, 7.00" high, with outline and shade provided. There will be 14 letters provided.

## **LETTERING**

There will be genuine gold leaf lettering, 3.00" high, with outline and shade provided. There will be two (2) letters provided.

### **DECAL INSTALLATION**

There will be one (1) pair of decals furnished by the fire department and applied by the apparatus manufacturer.

# **FIRE APPARATUS PARTS MANUAL**

There will be one (1) custom parts manual(s) in USB flash drive format for the complete fire apparatus provided.

The manual(s) will contain the following:

- Job number
- Part numbers with full descriptions
- Table of contents
- Parts section sorted in functional groups reflecting a major system, component, or assembly
- Parts section sorted in alphabetical order
- Instructions on how to locate parts

Each manual will be specifically written for the chassis and body model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

### **Service Parts Internet Site**

The service parts information included in these manuals are also available on the Pierce website. The website offers additional functions and features not contained in this manual, such as digital photographs and line drawings of select items. The website also features electronic search tools to assist in locating parts quickly.

### **CHASSIS SERVICE MANUALS**

There will be one (1) chassis service manuals on USB flash drives containing parts and service information on major components provided with the completed unit.

The manual will contain the following sections:

- Job number
- Table of contents

- Troubleshooting
- Front Axle/Suspension
- Brakes
- Engine
- Tires
- Wheels
- Cab
- Electrical, DC
- Air Systems
- Plumbing
- Appendix

The manual will be specifically written for the chassis model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

# **CHASSIS OPERATION MANUAL**

The chassis operation manual will be provided on one (1) USB flash drive.

### ONE (1) YEAR MATERIAL AND WORKMANSHIP

A Pierce basic apparatus limited warranty certificate, WA0008, is included with this proposal.

### **ENGINE WARRANTY**

A Cummins **five (5) year** limited engine warranty will be provided. A limited warranty certificate, WA0181, is included with this proposal.

### **STEERING GEAR WARRANTY**

A Sheppard **three (3) year** limited steering gear warranty will be provided. A copy of the warranty certificate will be submitted with the bid package.

### FIFTY (50) YEAR STRUCTURAL INTEGRITY

The Pierce custom chassis frame limited warranty certificate, WA0013, is included with this proposal.

### FRONT AXLE THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY

The Pierce TAK-4 suspension limited warranty certificate, WA0050, is included with this proposal.

# SINGLE REAR AXLE FIVE (5) YEAR MATERIAL AND WORKMANSHIP WARRANTY

A Meritor<sup>™</sup> Axle 5 year limited warranty will be provided.

#### ABS BRAKE SYSTEM THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY

A Meritor Wabco™ ABS brake system limited warranty certificate, WA0232, is included with this proposal.

#### TEN (10) YEAR STRUCTURAL INTEGRITY

The Pierce custom cab limited warranty certificate, WA0012, is included with this proposal.

### TEN (10) YEAR PRO-RATED PAINT AND CORROSION

A Pierce cab limited pro-rated paint warranty certificate, WA0055, is included with this proposal.

## **FIVE (5) YEAR MATERIAL AND WORKMANSHIP**

The Pierce Command Zone electronics limited warranty certificate, WA0014, is included with this proposal.

# **CAMERA SYSTEM WARRANTY**

A Pierce fifty four (54) month warranty will be provided for the camera system.

### **COMPARTMENT LIGHT WARRANTY**

The Pierce 12 volt DC LED strip lights limited warranty certificate, WA0203, is included with this proposal.

# **TRANSMISSION WARRANTY**

The transmission will have a **five (5) year/unlimited mileage** warranty covering 100 percent parts and labor. The warranty will be provided by Allison Transmission.

Note: The transmission cooler is not covered under any extended warranty you may be getting on your Allison Transmission. Please review your Allison Transmission warranty for coverage limitations.

# TRANSMISSION COOLER WARRANTY

The transmission cooler will carry a five (5) year parts and labor warranty (exclusive to the transmission cooler). In addition, a collateral damage warranty will also be in effect for the first three (3) years of the warranty coverage and will not exceed \$10,000 per occurrence. A copy of the warranty certificate will be submitted with the bid package.

#### WATER TANK WARRANTY

A UPF poly water tank limited warranty certificate, WA0195, is included with this proposal.

# TEN (10) YEAR STRUCTURAL INTEGRITY

The Pierce apparatus body limited warranty certificate, WA0009, is included with this proposal.

### ROLLUP DOOR MATERIAL AND WORKMANSHIP WARRANTY

A R-O-M Corporation rollup door limited warranty will be provided. The mechanical components of the rollup door will be warranted against defects in material and workmanship for a period of seven (7) years. The door ajar switch will be warranted for a period of three (3) years and all other electrical components will be warranted for a period of one (1) year. A seven (7) year limited warranty will be provided on painted rollup doors.

The limited warranty certificate, WA0206, is included with this proposal.

#### SIX (6) YEAR PARTS, ONE (1) YEAR LABOR

The pump and its components will be provided with a six (6) year parts and one (1) year labor limited warranty. The manufacturer's warranty will provide that the pump and its components will be free

from failures caused by defects in material and workmanship that would arise under normal use and service.

A copy of the warranty certificate will be submitted with the bid package.

### TEN (10) YEAR PUMP PLUMBING WARRANTY

The Pierce apparatus plumbing limited warranty certificate, WA0035, is included with this proposal.

### **FOAM SYSTEM WARRANTY**

The Husky 3 foam system limited warranty certificate, WA0231, is included with this proposal.

# TEN (10) YEAR PRO-RATED PAINT AND CORROSION

A Pierce body limited pro-rated paint warranty certificate, WA0057, is included with this proposal.

### THREE (3) YEAR MATERIAL AND WORKMANSHIP

The Pierce Goldstar gold leaf lamination limited warranty limited warranty certificate, WA0018, is included with this proposal.

### **VEHICLE STABILITY CERTIFICATION**

The fire apparatus manufacturer will provide a certification stating the apparatus complies with NFPA 1901, current edition, section 4.13, Vehicle Stability. The certification will be provided at the time of bid.

#### POWER STEERING CERTIFICATION

The fire apparatus manufacturer will provide a certification stating the power steering system as installed meets the requirements of the component supplier. The certification will be provided at the time of bid.

#### CAB INTEGRITY CERTIFICATION

The fire apparatus manufacturer will provide a cab crash test certification with this proposal. The certification states that the cab must meet or exceed the requirements below:

- European Occupant Protection Standard ECE Regulation No.29
- SAE J2422 Cab Roof Strength Evaluation Quasi-Static Loading Heavy Trucks
- SAE J2420 COE Frontal Strength Evaluation Dynamic Loading Heavy Trucks
- Roof Crush
  - The cab will be subjected to a roof crush force of 100,000 lb. This value will be 450 percent of the ECE 29 criteria, which must be equivalent to the front axle rating up to a maximum of ten (10) metric tons.
- Side Impact
  - o The cab will be subjected to dynamic preload with a 13,275-lb moving barrier is slammed into the side of the cab at 5.50 mph, striking with an impact of 13,000 ft-lb of energy. This test will closely represent the forces a cab will see in a rollover incident.
- Frontal Impact

 The cab will withstand a frontal force produced from 65,200 ft-lb of energy using a swing-bob type platen.

The same cab will withstand all tests without any measurable intrusion into the survival space of the occupant area.

There will be no exception to any portion of the cab integrity certification. Nonconformance will lead to immediate rejection of bid.

### CAB DOOR DURABILITY CERTIFICATION

Robust cab doors help protect occupants. Cab doors will survive a 200,000 cycle door slam test where the slamming force exceeds 20 G's of deceleration. The bidder will certify that the sample doors similar to those provided on the apparatus have been tested and have met these criteria without structural damage, latch malfunction, or significant component wear.

# WINDSHIELD WIPER DURABILITY CERTIFICATION

Visibility during inclement weather is essential to safe apparatus performance. Windshield wipers will survive a 3 million cycle durability test in accordance with section 6.2 of SAE J198 *Windshield Wiper Systems - Trucks, Buses and Multipurpose Vehicles.* The bidder will certify that the wiper system design has been tested and that the wiper system has met these criteria.

# **ELECTRIC WINDOW DURABILITY CERTIFICATION**

Cab window roll-up systems can cause maintenance problems if not designed for long service life. The window regulator design will complete 30,000 complete up-down cycles and still function normally when finished. The bidder will certify that sample doors and windows similar to those provided on the apparatus have been tested and have met these criteria without malfunction or significant component wear.

### **SEAT BELT ANCHOR STRENGTH**

Seat belt attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat belt anchor design will withstand 3000 lb of pull on both the lap and shoulder belt in accordance with FMVSS 571.210 Seat Belt Assembly Anchorages. The bidder will certify that each anchor design was pull tested to the required force and met the appropriate criteria.

# **SEAT MOUNTING STRENGTH**

Seat attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat mounting design will be tested to withstand 20 G's of force in accordance with FMVSS 571.207 Seating Systems. The bidder will certify that each seat mount and cab structure design was pull tested to the required force and met the appropriate criteria.

### **CAB DEFROSTER CERTIFICATION**

Visibility during inclement weather is essential to safe apparatus performance. The defroster system will clear the required windshield zones in accordance with SAE J381 Windshield Defrosting Systems Test Procedure And Performance Requirements - Trucks, Buses, And Multipurpose Vehicles. The

bidder will certify that the defrost system design has been tested in a cold chamber and passes the SAE J381 criteria.

## **CAB HEATER CERTIFICATION**

Good cab heat performance and regulation provides a more effective working environment for personnel, whether in-transit, or at a scene. The cab heaters will warm the cab 77 degrees Fahrenheit from a cold-soak, within 30 minutes when tested using the coolant supply methods found in SAE J381. The bidder will certify that a substantially similar cab has been tested and has met these criteria.

# CAB AIR CONDITIONING PERFORMANCE CERTIFICATION

Good cab air conditioning temperature and air flow performance keeps occupants comfortable, reduces humidity, and provides a climate for recuperation while at the scene. The cab air conditioning system will cool the cab from a heat-soaked condition at 100 degrees Fahrenheit to an average of 72 degrees Fahrenheit in 30 minutes. The bidder will certify that a substantially similar cab has been tested and has met these criteria.

### **AMP DRAW REPORT**

The bidder will provide, at the time of bid and delivery, an itemized print out of the expected amp draw of the entire vehicle's electrical system.

The manufacturer of the apparatus will provide the following:

- Documentation of the electrical system performance tests.
- A written load analysis, which will include the following:
  - o The nameplate rating of the alternator.
  - o The alternator rating under the conditions specified per:
    - Applicable NFPA 1901 or 1906 (Current Edition).
  - o The minimum continuous load of each component that is specified per:
    - Applicable NFPA 1901 or 1906 (Current Edition).
  - Additional loads that, when added to the minimum continuous load, determine the total connected load.
  - Each individual intermittent load.

All of the above listed items will be provided by the bidder per the applicable NFPA 1901 or 1906 (Current Edition).

# PROPOSAL FOR FURNISHING FIRE APPARATUS

January 17, 2022

Santa Fe Springs Fire Department 11300 Greenstone Ave Santa Fe Springs, CA 90670



The undersigned is prepared to provide for you, our customer, upon an order being placed by you, for final acceptance by South Coast Fire Equipment, Inc., at its corporate office in Ontario, California, the apparatus and equipment herein named and for the following prices:

	Each	Extension	
Two ( 2 ) Pierce Arrow XT Triple Combination PUC Pumper	\$ 1,093,081.00	\$	2,186,162.00
Sales Tax @ 10.500%	\$ 114,773.51	\$	229,547.02
APPARATUS COST WITH TAX	\$ 1,207,854.51	\$	2,415,709.02
Performance Bond	\$ 2,653.55	\$	5,307.10
California Tire Fee	\$ 10.50	\$	21.00
Consortium Fee Not Applicable	\$ -	\$	-
TOTAL PURCHASE PRICE	\$ 1,210,518.56	\$	2,421,037.12

#### PLEASE NOTE THE FOLLOWING ABOUT THIS QUOTATION:

Payment options are available and are included under separate cover. One of these options may save your department a significant amount of money!

Said apparatus and equipment are to be built by the manfacturer and shipped in accordance with the specifications hereto attached, delays due to strikes, war or international conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about

<u>37</u> months after receipt of this order and the acceptance thereof at our office in Ontario, California, and to be delivered to you at **the City of Santa Fe Springs.** 

The specifications herein contained shall form a part of the final contract and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) guidelines for Automotive Fire Apparatus as published at time of bid, except as modified by customer specifications. Any increased costs incurred by the first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customer as an addition to the price set forth above. Unless accepted by February 28th, 2023, the right is reserved to withdraw this proposition.

Respectfully Submitted,

South Coast Fire Equipment, Inc.

Adrian Beyer Sales Representative



# Santa Fe Springs Fire Department

100% Pre-Payment Option January 17, 2022

If a 100% pre-payment were made at contract signing, the following discount would be applied to the final invoice:

	Each	Extension	
Two (2) Pierce Arrow XT Triple Combination PUC Pumper			
i dilipol	\$ 1,093,081.00	\$ 2,186,162.00	
100% Prepayment Discount	\$ (59,241.00)	\$ (118,482.00)	
APPARATUS COST	\$ 1,033,840.00	\$ 2,067,680.00	
Sales Tax @ 10.500%	\$ 108,553.20	\$ 217,106.40	
Performance Bond	\$ 2,653.55	\$ 5,307.10	
California Tire Fee	\$ 10.50	\$ 21.00	
Consortium Fee Not Applicable	\$ -	\$ -	
TOTAL PREPAY PURCHASE PRICE	\$ 1,145,057.25	\$ 2,290,114.50	
Less 100% pre-payment at Contract Signing	\$ 1,145,057.25	\$ 2,290,114.50	

BALANCE DUE AT DELIVERY

\$0.00 \$0.00

# 100% PRE-PAYMENT DISCOUNT SHOWN ABOVE IS AVAILABLE IN TWO WAYS:

- a) If your department makes a 100% cash pre-payment at contract signing.
- b) If your department signs up for a lease-purchase with Pierce Financial Solutions. This would require no money down and no payments for one (1) year if desired.
- \* Discount for the 100% pre-payment option includes discounts for the chassis, interest, aerial (if applicable), and flooring charges.
- \* Any item added after this option is elected will come at additional cost and will be added to the final invoice.

City Council Meeting

January 24, 2023

## **PRESENTATION**

Recognition of Miss Santa Fe Springs Court for Community Service

# RECOMMENDATION

The Mayor may wish to call upon Monique Gutierrez, Pageant Director.

# **BACKGROUND**

The City Council has invited the Miss Santa Fe Springs Court and Pageant Director, Monique Gutierrez, to be recognized for their acts of service in the community. Over the holidays, the Miss Santa Fe Springs Court donated toys to City of Hope and California Highway Patrol (CHP), and participated in Paulie's Project, which focuses on homeless outreach.

Travis Hickey
Acting City Manager

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Attachment(s):
None

Report Submitted By: Raelene Barraza City Manager's Office

Date of Report: January 19, 2023

Date of Report: January 19, 2023

City Council Meeting

January 24, 2023

## **PRESENTATION**

Recognition of Santa Fe High School Baseball Team for Community Service

# **RECOMMENDATION**

• The Mayor may wish to call upon Pierre Romo, Head Baseball Coach.

# **BACKGROUND**

The City Council has invited the Santa Fe High School Baseball Team and Head Coach, Pierre Romo, to be recognized for their acts of service in the community. The baseball team donated toys to City of Hope over the holidays, and participated in the cleanup of the City's Community Garden.

Travis Hickey

Acting City Manager

Attachment(s):

None

City Council Meeting

January 24, 2023

# **PRESENTATION**

Introduction of Promoted Santa Fe Springs Department of Fire-Rescue Battalion Chief

# RECOMMENDATION

The Mayor may wish to call upon Fire Chief Chad Van Meeteren to introduce Battalion Chief Michal Glaze, who has been promoted to the rank of Battalion Chief at the Santa Fe Springs Department of Fire-Rescue.

# BACKGROUND

On Friday December 16, Fire Chief Brent Hayward worked his last shift as the Fire Chief for the Santa Fe Springs Department of Fire-Rescue. With Chief Hayward's departure, there has been promotional movement within the Department. This includes the promotion Chad Van Meeteren to Fire Chief and administrative movement of Michael Kozicki to the Administrative Battalion Chief.

With this movement, Captain Michael Glaze was promoted to the Rank of Battalion Chief effective January 16, 2023 and his first shift as a Battalion Chief was January 17, 2023. Mike will oversee the "Support Services" section of the Fire Suppression Areas of responsibility under this section include the Department's Division. Emergency Medical Services Program, Buildings and Grounds Maintenance, Self-Contained Breathing Apparatus, Strike Team response, Safety Uniforms, Business Inspection Program, Computer and Software Programs, Safety Data Sheet Hazardous Communications Program, Ladder and Fire Pump Testing, Fire Hydrant Maintenance.

Travis Hickey

**Acting City Manager** 

ITEM NO. 14D

January 24, 2023

**PRESENTATION** 

Introduction of Finance and Administrative Services Intern, Oscar Jimenez and Administrative Assistant II, Leslie Alvarado.

# RECOMMENDATION(S)

City Council Meeting

The Mayor may wish to call upon Finance Manager, Lana Dich and Human Resources Manager, Debbie Ford, to introduce Oscar Jimenez and Leslie Alvarado.

# **BACKGROUND**

Oscar Jimenez recently joined Finance and Administrative Services as an Intern. Oscar is at tonight's Council meeting to be introduced to the City Council and the community.

Leslie Alvarado recently joined Finance and Administrative Services, Human Resources Division as an Administrative Assistant II. Leslie is also at tonight's Council meeting to be introduced to the City Council and the community

> Travis Hickey Acting City Manager

Minder

Report Submitted By: Lana Dich Date of Report: January 19, 2023

Finance and Administrative Services



January 24, 2023

#### **PRESENTATION**

5<sup>th</sup> Annual Planning Month Photo Contest Winners

#### RECOMMENDATION

 The Mayor may wish to call upon the Director of Planning, Wayne M. Morrell, to assist with the presentation.

#### **BACKGROUND**

To help celebrate the month of October as National Community Planning Month, the Planning Department hosted several activities throughout the month, including the 5<sup>th</sup> annual photo contest. The Planning Department invited all persons who live, work, or study in the City to submit a high-resolution photo capturing their favorite place or location in the City. Entries were encouraged to showcase unique perspectives which depict the vibrancy, vitality, and livability of the Santa Fe Springs community. This past year, the photo contest began on September 16<sup>th</sup> and ended on October 31<sup>st</sup>, 2022.

The Planning Department reviewed all entries to confirm that the photo submissions met the contest rules, were submitted by the deadline, and had all required forms. From the valid entries, the Planning and Building Department staff voted on their five favorite photos. Since there was a tie for 5<sup>th</sup> place, the top six photos were presented to the Planning Commission. During the December 12, 2022, Planning Commission meeting, the commissioners each ranked their top three photos.

Amber Saldana's photo titled "A Picnic at the Park" received the most votes. Natalie Medina's "Spooky Garden House" photo won 2nd place, and Henry Foote's "Garden Fountain at the Park" won 3rd place. The top prize winner receives \$200, the 2nd place winner receives \$125, and the 3<sup>rd</sup> place winner receives \$75. It should be noted that the prizes were generously donated by the Director of Planning, Wayne M. Morrell, Code Enforcement Officer, Luis Collazo and the City Manager's Office. In addition to a monetary award, the winning photo will be featured on the cover of a future edition of "All Things Santa Fe Springs" and the top six photos are displayed at the City Library throughout January.

Travis Hickey
Acting City Manager

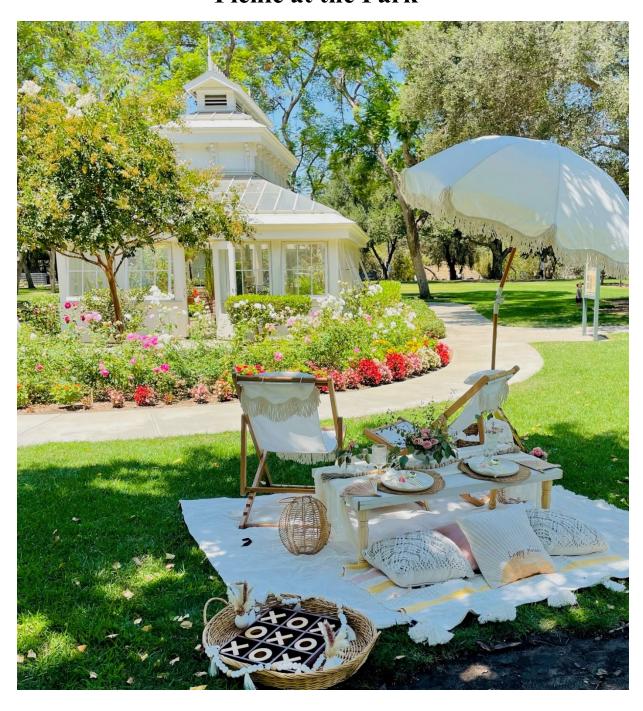
Attachments:

1. Photo Submitted by 1st, 2nd, and 3rd Place Winners

Report Submitted By: Wayne M. Morrell Date of Report: January 19, 2023

Planning and Development Department

# 1st Place – Amber Saldana "Picnic at the Park"



## 2<sup>nd</sup> Place – Natalie Medina "Spooky Garden House"



## 3<sup>rd</sup> Place – Henry Foote "Garden Fountain at the Park"





January 24, 2023

#### **PRESENTATION**

<u>Proclaiming January 9, 2023 as "Law Enforcement Appreciation Day" in the City of Santa Fe Springs</u>

#### **RECOMMENDATION**

 Proclaim January 9, 2023 as "Law Enforcement Appreciation Day" in Santa Fe Springs

#### **BACKGROUND**

National Law Enforcement Appreciation Day (L.E.A.D.) recognizes the more than 900,000 officers and public safety personnel in the United States who dedicate their lives to protect our community. The City thanks the dedicated men and women from the Police Services Center and Whittier Police Department for serving the residents of the City.

Travis C. Hickey Acting City Manager

Sundinte

Attachment:

1. Proclamation – Law Enforcement Appreciation Day

Report Submitted By: Fernando Muñoz

City Clerk's Office

Date of Report: January 19, 2023

**WHEREAS**, the health and safety of the citizens of the City of Santa Fe Springs is important to the happiness, prosperity, and well-being of our City's families and community; and

**WHEREAS**, the City of Santa Fe Springs is proud to have dedicated police officers who put their lives on the line to keep our community safe; and

**WHEREAS**, these officers stand as leaders and teachers, educating the community about the importance of public safety; and

**WHEREAS**, the City of Santa Fe Springs appreciates the extraordinary efforts and sacrifices made by officers and their family members on a daily basis in order to protect our schools, workplaces, roadways, and homes; and

**WHEREAS**, National Law Enforcement Appreciation Day is an opportunity to show our support for law enforcement.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Santa Fe Springs, does hereby proclaim the week of January 9, 2023 as

#### "LAW ENFORCEMENT APPRECIATION DAY"

and call this observance to the attention of all our citizens.

DATED this 24th day of January, 2023.

	Juanita Martin, Mayor
Attest:	
Janet Martinez, City Clerk	

City of Santa Fe Springs

City Council Meeting

January 24, 2023

#### APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Historical & Preservation	3	Rounds
Historical & Preservation	2	Zamora
Historical & Preservation	1	Sarno
Historical & Preservation	3	Martin
Family & Human Svcs	1	Rounds
Family & Human Svcs	1	Martin
Heritage Arts	1	Zamora
Parks & Recreation	3	Zamora
Parks & Recreation	3	Rodriguez
Senior	4	Rounds
Senior	2	Zamora
Senior	2	Sarno
Senior	5	Rodriguez
Senior	2	Martin
Youth Leadership Committee	2	Rounds
Youth Leadership Committee	2	Zamora
Youth Leadership Committee	2	Sarno
Youth Leadership Committee	2	Rodriguez
Youth Leadership Committee	4	Martin

**Applications Received:** Dolores Romero for Senior Advisory Committee **Recent Actions:** Dolores Romero resigned from the Family & Human Services Advisory Committee. AJ Hayes resigned from the Historical & Community Preservation Advisory Committee and the Heritage Arts Advisory Committee.

Travis C. Hickey
Acting City Manager

#### Attachment(s):

- 1. Prospective Members
- 2. Committee Lists

### **Prospective Members for Various Committees/Commissions**

Historical & Community Preservation
Family & Human Services
Heritage Arts
Personnel Advisory Board
Parks & Recreation
Planning Commission
Senior
Dolores Romero
Traffic Commission
Youth Leadership

#### HISTORICAL & COMMUNITY PRESERVATION COMMITTEE

Meets the fourth Wednesday of each month

9:30 a.m., Library Community Room

Qualifications: 18 Years of age, reside or active in the City Membership: 20 Residents appointed by City Council

Council Liaison: Vacant

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2024
Rounds	Maria Salazar	
	Vacant	
	Vacant	
	Vacant	
Zamora	Hilda Zamora	
	Vacant	
	Mary Arias	
	Vacant	
Sarno	Linda Vallejo*	
	Sally Gaitan	
	Jeannette Lizarraga	
	Vacant	
Do delawara	Flore 1*	
Rodriguez	Elena Lopez*	
	Mark Scoggins	
	Gloria Maghame	
	Blake Carter*	
Martin	Julie Garcia	
	Vacant	
	Vacant	
	Vacant	

# FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jun., Sept., and Dec., at 5:45 p.m., Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City Membership: 15 Residents Appointed by City Council

5 Social Service Agency Representatives Appointed by the

Committee

Council Liaison: Sarno

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2024
Rounds	Miriam Herrera	
	Gilbert Aguirre	
	Vacant	
_		
Zamora	Francis Carbajal*	
	Gabriela Garcia	
	Christina Colón	
Sarno	Janie Aguirre	
	Peggy Radoumis	
	Dolores Duran	
Rodriguez	Adrianne Karnofel	
	Elena Lopez*	
	Shamsher Bhandari	
Martin	Bonnie Fox	
	Laurie Rios*	
	Vacant	

<sup>\*</sup>Indicates person currently serves on three committees

#### HERITAGE ARTS ADVISORY COMMITTEE

Meets the Last Tuesday of the month, except Dec., at 9:00 a.m., at the Gus Velasco Neighborhood Center Room 1

Qualifications: 18 Years of age, reside or active in the City

Membership: 9 Voting Members

6 Non-Voting Members

NAME	TERM EXPIRES DEC 31, 2024
Maria Salazar	
Vacant	
Peggy Radoumis	
Francis Carbajal*	
Laurie Rios*	
	Maria Salazar  Vacant  Peggy Radoumis  Francis Carbajal*

#### **Committee Representatives**

Family and Human Services Committee Vacant
Historical & Comm. Preservation Committee Vacant
Planning Commission Vacant
Chamber of Commerce Vacant

#### **Council/Staff Representatives**

Council Liaison Bill Rounds
Council Alternate Vacant
City Manager Vacant

Director of Community Services Maricela Balderas
Director of Planning Wayne Morrell

<sup>\*</sup>Indicates person currently serves on three committees

# PARKS & RECREATION ADVISORY COMMITTEE

Meets the First Wednesday of the month, except Jul., Aug., and Dec., 6:30 p.m.,

Town Center Hall, Meeting Room #1

Subcommittee Meets at 5:30 p.m.

Qualifications: 18 Years of age, reside or active in the City

Membership: 25 Council Liaison: Rounds

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2024
Rounds	David (Kurt) Hamra Joe Avila Eddie Barrios Ralph Aranda William Logan	
Zamora	Blake Carter* John Mora Vacant Vacant Vacant	
Sarno	Dani Cook Kerry Ann Cobos Jeannette Lizarraga Mark Scoggins Laurie Rios*	
Rodriguez	Priscilla Rodriguez Lisa Garcia Vacant Vacant Vacant	
Martin	Elizabeth Ford Andrea Lopez Nancy Krueger Dolores Romero Mary Anderson	

<sup>\*</sup>Indicates person currently serves on three committees

#### **PLANNING COMMISSION**

Meets the second Monday of every Month at 4:30 p.m., Council Chambers

Qualifications: 18 Years of age, reside or active in the City

Membership: 5

APPOINTED BY	NAME
Rounds	David Ayala
Sarno	Joseph Flores
Rodriguez	Francis Carbajal*
Martin	John Mora
Zamora	Gabriel Jimenez

#### **SENIOR ADVISORY COMMITTEE**

Meets the Second Tuesday of the month, except Jun., Sep., and Dec., at 9:30 a.m., Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City

Membership: 25 Council Liaison: Sarno

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2024
Rounds	Astrid Shesterkin Vacant Vacant	
	Vacant Vacant	
Zamora	Hilda Zamora Josefina Lara Elena Lopez* Vacant Vacant	
Sarno	Gilbert Aguirre Janie Aguirre Bonnie Fox Vacant Vacant	
Rodriguez	Vacant Vacant Vacant Vacant Vacant Vacant	
Martin	Dolores Duran Linda Vallejo* Nancy Krueger Vacant Vacant	

<sup>\*</sup>Indicates person currently serves on three committees

#### **TRAFFIC COMMISSION**

Meets the Third Thursday of every month, at 6:00 p.m., Council Chambers

Membership: 5

Qualifications: 18 Years of age, reside or active in the City

APPOINTED BY	NAME
Rounds	Sally Gaitan
Sarno	Johana Coca
Rodriguez	Felix Miranda
Martin	Linda Vallejo*
7amora	Blake Carter*

#### YOUTH LEADERSHIP COMMITTEE

Meets the First Monday of every month, at 6:30 p.m., Gus Velasco Neighborhood Center

Qualifications: Ages 13-18, reside in Santa Fe Springs

Membership: 20 Council Liaison: Martin

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2024
Rounds	Jilliana Casillas	
	Jaeleen Casillas	
	Vacant	
	Vacant	
_	., _	
Zamora	Vanessa Doss	
	Valerie Gamboa	
	Vacant	
	Vacant	
Sarno	Aaron Doss	
Jamo	Valerie Bojorquez	
	Vacant	
	Vacant	
Rodriguez	Zulema Gamboa	
g	Jisel Morales	
	Vacant	
	Vacant	
	radam	
Martin	Vacant	
	Vacant	
	Vacant	
	Vacant	

# Ineligible Members for Various Committees/Commissions Historical & Community Preservation Family & Human Services Heritage Arts

#### **Personnel Advisory Board**

#### **Parks & Recreation**

Gina Hernandez (until April 2023)
David Diaz-Infante (until May 2023)

#### **Planning Commission**

#### Senior

Paul Nakamura *(until June 2023)* Yoko Nakamura *(until June 2023)* Sally Gaitan *(until April 2023)* 

#### **Traffic Commission**

#### **Youth Leadership**