



AGENDA

**REGULAR MEETINGS OF THE SANTA FE SPRINGS
HOUSING SUCCESSOR
SUCCESSOR AGENCY
AND CITY COUNCIL**

**November 12, 2020
6:00 P.M.**

VIA TELECONFERENCE

***Annette Rodriguez, Councilmember
Juanita Trujillo, Councilmember
Joe Angel Zamora, Councilmember
John M. Mora, Mayor Pro Tem
William K. Rounds, Mayor***

******GOVERNOR'S EXECUTIVE ORDER N-29-20****
REGARDING CORONAVIRUS COVID-19**

On March 4, 2020, Governor Newsom proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19. The Governor has issued Executive Orders that temporarily suspend requirements of the Brown Act, including allowing the City Council to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public. Please be advised that, until further notice, City Council meetings will be held by teleconference. City Hall, including Council Chambers, is closed to the public.

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

Electronically using Zoom: 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

Telephonically: Dial: 888-475-4499 Meeting ID: 521620472

Public Participation: You may submit public comments in writing by sending them to the City Clerk at cityclerk@santafesprings.org. If you attend the meeting by telephone, you must submit a public comment in writing to be heard. To ensure that they are received for the meeting, please submit your written comments prior to 4:00 p.m. on the day of the City Council meeting. You may also contact the City Clerk's Office at (562) 868-0511 ext. 7314.

1. **CALL TO ORDER**

2. **ROLL CALL**

Annette Rodriguez, Councilmember
Juanita Trujillo, Councilmember
Joe Angel Zamora, Councilmember
John M. Mora, Mayor Pro Tem
William K. Rounds, Mayor

3. **PUBLIC COMMENTS** *This is the time when comments may be made by citizens on matters under the jurisdiction of the City Council, on the agenda and not on the agenda. Each citizen is limited to three (3) minutes.*

HOUSING SUCCESSOR

4. **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 October 8, 2020 Housing Successor Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

NEW BUSINESS

5. Amendment Number Three ("Amendment") to the Exclusive Negotiating Agreement (ENA) by and between the Housing Successor to the Community Development Commission of the City of Santa Fe Springs ('Housing Successor'), The Whole Child, a California nonprofit public benefit corporation, Habitat For Humanity of Greater Los Angeles and The Richman Group of California Development Company, LLC (jointly known as "Developer")

Recommendation:

- Approve the Amendment Number Three between the Housing Successor and Developer which would allow the Agreement to continue in effect from the Effective Date and to terminate on May 10, 2021; and
- Authorize an extension of the Exclusive Negotiating Period upon mutual written agreement of the City Manager and the Developer for up to two (2) additional ninety (90) calendar day periods, as needed to complete negotiations of the Project Agreements and environmental review of the Project; and
- Authorize the Mayor or designee to execute the Amendment Number Three between the Housing Successor and Developer.

SUCCESSOR AGENCY

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

Successor Agency.

Minutes of the October 8, 2020 Successor Agency Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

CITY COUNCIL

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 City Council.

a. Minutes of the October 8, 2020 Regular City Council Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

b. Community Facilities District No. 2002-1 (Bloomfield-Lakeland) - Annual Special Tax Levy Report for Fiscal Year 2019-20 (Public Works)

Recommendation:

- Receive and file the Special Tax Levy Annual Report for Community Facilities District 2002-1 for Fiscal Year 2019-20.

c. Community Facilities District No. 2004-1 (Bloomfield-Florence) – Annual Special Tax Levy Report for Fiscal Year 2019-20 (Public Works)

Recommendation:

- Receive and file the Special Tax Levy Annual Report for Community Facilities District 2004-1 for Fiscal Year 2019-20.

NEW BUSINESS

8. Approval of 2021 Art Fest Event Professional Services Agreement (Community Services)

Recommendation:

- Authorize the Director of Community Services to execute a Professional Services Agreement with Crepes and Grapes Café, LLC. Sandra Hahn, for consulting services for the 2021 Art Fest event.

9. Appropriation of funds from City's Art in Public Places fund for City's Art Education Grant Program for Fiscal Year 2020-2021 (Community Services)

Recommendation:

- Approve the appropriation of funds from the City's Art in Public Places Fund (Activity 6350-6100)
- Authorize the distribution of monies as recommended by the Heritage Arts Advisory Committee to fund the City's Art Education Grant Program for Fiscal Year 2020-2021.

10. Approve an Agreement with CalPERS to Establish a Pension Prefunding Trust through the California Employers' Pension Prefunding Trust (CEPPT) Program (Finance)

Recommendation:

- Authorize the Mayor to execute an agreement with the California Public Employees Retirement System (CalPERS) for trust administration and investment, and to approve the delegation of authority for disbursements from the Pension Prefunding Trust.

11. Authorize the Purchase of a Pierce Arrow Fire Apparatus from South Coast Equipment Inc., and Related Vehicle Communication Equipment and Financing (Fire)

Recommendation:

- Authorize the purchase of a Pierce Arrow XT PUC Fire Engine from South Coast Equipment Inc., for an amount not to exceed \$881,505.24;
- Authorize the purchase of communication equipment for the apparatus from Motorola Solutions Inc. for an amount not to exceed \$16,044.16;
- Authorize the purchase of a Mobile Data Computer (MDC) from DuraTech USA, Inc. for an amount not to exceed \$4,767.25;
- Authorize the Director of Purchasing Services to enter into a master lease financing agreement with Bank of America, National Association or Designee with a 7-year term at an interest rate of 1.74% and annual payments that will provide for complete ownership of the apparatus at the end of the 7-year lease.
- Affirm that the City of Santa Fe Springs is Bank Qualified for this transaction.

12. Acceptance of FEMA Assistance to Firefighters Grant Program (AFG) Funds for the Purchase of Replacement Vehicle Exhaust Equipment for the Department of Fire-Rescue (Fire)

Recommendation:

- Accept FEMA Assistance to Firefighters Grant funds in the amount of \$53,938 and authorize the purchase and installation of vehicle exhaust equipment for Headquarters Fire Station (11300 Greenstone) and Fire Station 3 (15517 Carmenita) from Air Exchange.

13. Town Center Plaza Parking Lot Improvements Project – Authorization to Advertise for Construction Bids (Public Works)

Recommendation:

- Approve adding the Town Center Plaza Parking Lot Improvements Project to the Capital Improvements Plan;
- Approve the Plans and Specifications; and
- Authorize the City Engineer to advertise for construction bids.

14. City's Batting Cage Facility Concession Agreement – Approve One Year Extension (Public Works)

Recommendation:

- Approve Contract Amendment Number Two with Henry Hernandez to extend the term of the Agreement for One Year; and
- Authorize the Mayor to execute Contract Amendment Number Two.

15. Water Feature Maintenance Service Agreement – Approval of One Year Extension (Public Works)

Recommendation:

- Approve Contract Amendment Number One with Payless Pool Service Company to extend the term of the Agreement for One Year; and
- Authorize the Mayor to execute Contract Amendment Number One.

16. Bridge at Telegraph Road and Norwalk Boulevard – Funding for Purchase of LED Lighting (Public Works)

Recommendation:

- Accept the bids;
- Appropriate \$28,495 from General Fund to a 9000 account; and
- Issue a purchase order in the amount of \$28,495 to Walters Wholesale Electric Co. of Santa Fe Springs, California.

17. **CITY MANAGER’S AND EXECUTIVE TEAM REPORTS**

18. **COUNCIL COMMENTS**

19. **ADJOURNMENT**

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.

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 www.santafesprings.org; and the Town Center Plaza (Kiosk), 11740 Telegraph Road, not less than 72 hours prior to the meeting.



Janet Martinez, CMC, City Clerk

November 5, 2020
Date Posted

**FOR ITEM NO. 4
PLEASE SEE ITEM NO. 7A**



NEW BUSINESS

Amendment Number Three ("Amendment") to the Exclusive Negotiating Agreement (ENA) by and between the Housing Successor to the Community Development Commission of the city of Santa Fe Springs ("Housing Successor"), The Whole Child, a California nonprofit public benefit corporation, Habitat For Humanity of Greater Los Angeles and The Richman Group of California Development Company, LLC (jointly known as "Developer").

RECOMMENDATIONS:

- Approve the Amendment Number Three between the Housing Successor and Developer which would allow the Agreement to continue in effect from the Effective Date and to terminate on May 10, 2021; and
- Authorize an extension of the Exclusive Negotiating Period upon mutual written agreement of the City Manager and the Developer for up to two (2) additional ninety (90) calendar day periods, as needed to complete negotiations of the Project Agreements and environmental review of the Project; and
- Authorize the mayor or designee to execute the Amendment Number Three between the Housing Successor and Developer.

BACKGROUND

On March 28, 2019, the Housing Successor entered into an Exclusive Negotiating Agreement (ENA) with The Whole Child, a California nonprofit public benefit corporation, Habitat For Humanity of Greater Los Angeles and The Richman Group of California Development Company, LLC (jointly known as "Developer"), for certain real property, at the northeast and northwest corner of Lakeland Road and Laurel Avenue, comprises of several distinct parcels of land (APN's: 8011-012-902, 8011-011-902, 8011-011-906, and 8011-011-907). The intent of both the Housing Successor and the Developer in entering into the ENA was to establish a specific, limited period of time to negotiate a future agreement between them governing the potential development of the real property into an affordable housing project, all subject to mutually agreeable terms, conditions, covenants, restrictions and agreements, to be documented in a Disposition and Development Agreement (DDA). The proposed Project would consist of a transitional housing component for homeless families (The Whole Child), a low-income rental housing component with social services (The Richman Group), and an affordable for-sale component (Habitat For Humanity) prioritizing veteran families.

At its March 26, 2020, City Council meeting, the City Council approved Amendment Number One to the ENA, pursuant to Section 2 (a) "Term of Agreement," which extended the Negotiation Period for an additional 120-day extension period, by mutual agreement. The ENA was further extended (Amendment Number Two) by action of the City Council on July 9, 2020, so as to terminate on October 27, 2020.

Most recently, the Planning Commission at its meeting of October 12, 2020, made the following recommendations:

- That the sale of four (4) parcels (APN: 8011-012-902, 8011-011-906, 8011-011-907, and 8011-011-912) conforms to the stated provisions of the City of Santa Fe Springs General Plan; and
- That the sale of the four (4) parcels (APN: 8011-012-902, 8011-011-906, 8011-011-907, and 8011-011-912), is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15061(b)(3)-Activities Covered by General Rule; and
- Adopt Resolution No. 175-2020, which incorporates the Planning Commission's findings and actions regarding this matter, and recommend that the City Council concur with the findings of the Planning Commission. the sale of the real property conforms to the stated

Pursuant to §65402 of the Government Code, the Planning Commission must first make a finding that all four parcels conforms to the provisions of the City's General Plan, before the four parcels can be sold. This action by the Planning Commission, is the first and necessary step required for the disposition of the property.

During the terms of the ENA, much progress has been made, including the drafting of a Preliminary Purchase, Sale and Development Agreement, a Preliminary Loan Agreement, and an Assignment of Work Product Agreement. Other progress include:

- Confirmation and early implementation by The Whole Child of a \$4 million grant towards the transitional housing component by County of Los Angeles Supervisor's Hahn's office. This grant is now escrowed and administered by Brilliant Corners and is being supervised by Housing for Health.
- Confirmation by The Whole Child of an additional \$1 million grant from the Bezos' Foundation for the transitional housing component.
- Confirmation by the Lakeland Collaborative with the California Department of Housing and Community Development the proposed development will meet the City of Santa Fe Springs' Regional Housing Needs Assessment requirements as they relate the City's Housing Element.
- Due diligence, concept design, entitlement submittal, environmental analysis and financial analysis resulting in an investment by the development partnership of nearly \$200,000.
- Submission of design entitlements including architectural, civil and subdivision designs.
- Completion of the draft California Environmental Quality Act (CEQA) report and Mitigated Negative Declaration for entitlement processing (currently under review by the City & County).
- Completion of negotiations for purchase & sale agreement(s), predevelopment funding agreement(s) and project funding agreement(s).
- Completed financial review and recommendation(s) by the City's advisor MDG Associates.

Notwithstanding the aforementioned, the Developer has requested additional time to work through final edits to the Mitigated Negative Declaration with the City and County, to publish for public review, to finalize exhibits for all agreements, to schedule final approval of design and environmental documents with the Planning Department and for final execution of the agreements.

LEGAL REVIEW

The City's Legal Counsel has reviewed the Amendment.

FISCAL IMPACT

The Amendment would have no impact on the general fund. It would, however, provide the Developer time to complete negotiations and to finalize all agreements.


Raymond R. Cruz.
City Manager

Attachment(s):

1. Amendment Number Three
2. Extension Letter Request
3. Amendment Number Two
4. Amendment Number One
5. Exclusive Negotiating Agreement

AMENDMENT NUMBER THREE EXCLUSIVE NEGOTIATING AGREEMENT

This Amendment Number Three ("Amendment") to Section 2 (a) of the Exclusive Negotiating Agreement ("Agreement"), is made and entered into this 9th day of November, 2020, by and between the Housing Successor to the Community Development Commission of the City of Santa Fe Springs ("Housing Successor") The Whole Child, A California nonprofit public benefit corporation, Habitat For Humanity of Greater Los Angeles and The Richman Group of California Development Company, LLC (jointly known as "Developer").

RECITALS

WHEREAS, on or about March 28, 2019, the Housing Successor and Developer entered into an Exclusive Negotiating Agreement for certain real property located at Lakeland Road and Laurel Avenue, comprised of two distinct parcels of land and more specifically described in the legal description attached to this Agreement as Exhibit 'A' ('Property') and incorporated into this Agreement by this reference; and

WHEREAS, The Developer has proposed the redevelopment of the Property as an affordable housing development; and

WHEREAS, The intent of both the City and the Developer in entering into this Agreement is to establish a specific, limited period of time to negotiate a future agreement between them governing the potential development of the Project on the Property, all subject to mutually agreeable terms, conditions, covenants, restrictions and agreements; and

WHEREAS, at its March 26, 2020, City Council meeting, the City Council approved Amendment Number One to the Exclusive Negotiating Agreement (ENA) pursuant to Section 2 (a) "Term of Agreement," which extended the Negotiation Period for an additional 120-day extension period, by mutual agreement; and

WHEREAS, The Exclusive Negotiating Period was further extended under its terms by action of the City Council on July 9, 2020, so as to terminate on October 27, 2020 prior to full completion of the negotiations and performance of all duties of the Developer; and.

WHEREAS, the Parties, by mutual consent, desire to continue pursuing the feasibility of the Project and negotiating an agreement or agreements (either a Disposition and Development Agreement ("DDA") or a Purchase and Sale Agreement ("PSA") and a Development Agreement ("DA"), as determined by the Parties) (referred to herein as the "Project Agreements") to provide for the disposition of the Site and development of the Project in accordance with the City's General Plan and Zoning Code as amended from time to time, and to complete all required California Environmental Quality Act ("CEQA") review and documentation.

NOW THEREFORE, certain provision(s) of the Exclusive Negotiation Agreement is hereby amended as follows:

SECTION 1. Section 2 (a), entitled "Term of Agreement" is hereby amended to read as follows:

(a) The rights and duties of the Housing Successor and the Developer established by this Agreement shall commence on the first date on which all of the following have occurred (the 'Effective Date'): (1) execution of this Agreement by the authorized representative(s) of the Developer and delivery of such executed Agreement to the Housing Successor and (2) execution of this Agreement by the authorized representative(s) of the Housing Successor and delivery of such executed Agreement to the Developer. The Housing Successor shall deliver a fully executed counterpart original of this Agreement to the Developer, within five (5) business days following the execution of this Agreement by the authorized representative(s) of the Housing Successor. This Agreement shall continue in effect from the Effective Date and shall terminate on May 10, 2021. The Exclusive Negotiating Period may be extended upon the mutual written agreement of the City Manager and the Developer for up to two (2) additional ninety (90) calendar day periods, as needed to complete negotiations of the Project Agreements and environmental review of the Project. Any officer of Developer shall be authorized to grant such extension for and on behalf of Developer. If the Parties have mutually consented to an extension of the term of this Agreement as provided herein, then the Parties shall, within such extended term, continue to negotiate in good faith the proposed Project Agreements.

SECTION 2. Except as set forth herein, all other provisions of the Exclusive Negotiating Agreement as previously amended, shall remain in full force and effect.

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

HOUSING SUCCESSOR
OF SANTA FE SPRINGS

DEVELOPER

WHOLE CHILD

By: _____ / _____
Signature Date

By: _____ / _____
Signature Date

HABITAT FOR HUMANITY

By: _____ / _____
Signature Date

THE RICHMAN GROUP OF
CALIFORNIA DEVELOPMENT
COMPANY, LLC

By: _____ / _____
Signature Date

APPROVED AS TO FORM:

Ivy M. Tsai, Legal Counsel
Housing Successor Attorney

EXHIBIT 'A'

Property Legal Description

A.P.N. 8011-012-912

LOT 13 OF TRACT 5309, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 64 PAGES 398 AND 39 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LOT 13 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 13' THENCE ALONG THE SOUTHERLY LINE OF SAID LOT, NORTH 89° 55' EAST 234.63 FEET; THENCE NORTH 405.55 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT, DISTANT NORTH 89° 55' EAST 234.63 FEET FROM THE NORTHWEST CORNER OF SAID LOT, THENCE SOUTH 89° 55' WEST 234.63 FEET TO SAID NORTHWEST CORNER; THENCE SOUTH 405.55 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT ALL OIL, GAS OR OTHER HYDROCARBON SUBSTANCES IN SAID LAND AND ALSO EXCEPTING AND RESERVING ALL INTEREST UNDER THE COMMUNITY OIL AND GAS LEASE KNOWN AS "GAULDIN COMMUNITY OIL LEASE," DATED SEPTEMBER 7, 1951, EXECUTED IN VARIOUS COUNTERPARTS IN FAVOR OF T. & T. 011 COMPANY, A PARTNERSHIP, COMPOSED OF WALTER N. THOMPSON, HORACE W. THOMPSON AND JACK H. THOMPSON, PARTNERS, AS LESSEE; A COUNTERPART "ORIGINAL" THEREOF EXECUTED BY VERONICA CONDON NATHHORST, ET AL., WAS REGISTERED ON NOVEMBER 26, 1961 AS DOCUMENT NO. 31139-T AND RECORDED MARCH 12, 1952 AS INSTRUMENT NO 1615 IN BOOK 38460 PAGE 34 OFFICIAL RECORDS, AS EXCEPTED AND RESERVED BY VERONICA CONDON NATHHORST, A WIDOW B DEED RECORDED MARCH 11, 1959.

A.P.N. 8011-011-912

The land referred to herein is situated in the city of Santa Fe Springs, county of Los Angeles, state of California, and is described as follows:

Parcel 1 of Parcel Map No. 25238, Filed in book 288 pages 65 and 66 of Parcel Maps, in the office of the county recorder of said county.

A.P.N. 8011-011-906

The land referred to herein is situated in the city of Santa Fe Springs, county of Los Angeles, state of California, and is described as follows:

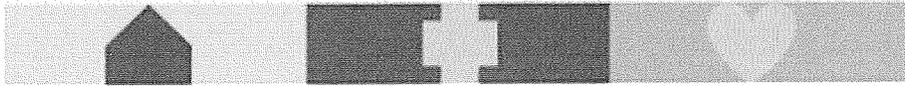
Parcel 2 of Parcel Map No. 24115, Filed in book 266 pages 94 and 95 of Parcel Maps, in the office of the county recorder of said county.

A.P.N. 8011-011-907

The land referred to herein is situated in the city of Santa Fe Springs, county of Los Angeles, state of California, and is described as follows:

Parcel 3 of Parcel Map No. 24115, Filed in book 266 pages 94 and 95 of Parcel Maps, in the office of the county recorder of said county.

Lakeland Collaborative



November 4th, 2020

Mr. Wayne M. Morrell
Director of Planning
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

Re: Exclusive Negotiation Agreement – Request for Extension
Lakeland Road & Laurel Avenue Affordable Residential Project

Dear Mr. Morrell,

The City of Santa Fe Springs and members of the Lakeland Collaborative Development Team (“Lakeland Collaborative”) including The Whole Child, Habitat for Humanity and The Richman Group executed an Exclusive Negotiation Agreement (“ENA”) on March 28, 2019 for purposes of conceptualizing and negotiating terms for an affordable housing project built on City of Santa Fe Springs Successor Agency owned property. The proposed project was intended to include a transitional housing component for homeless families, low-income rental housing component with social services and affordable for-sale component prioritizing veteran families. The original ENA included a 365-day term plus a 120-day extension resulting in an expiration date of July 26, 2020. This term was executed pursuant to the 1st Amendment of the ENA for an additional 90-days, resulting in an expiration date of 10/26/20.

During the ENA, the Lakeland Collaborative completed preliminary due diligence and design. The development team then submitted and updated a project concept with financial underwriting on four (4) different occasions allowing for a cycle of review and feedback.

This process and partnership between the City of Santa Fe Springs and the Lakeland Collaborative has resulted in the following points of progress:

- Confirmation and early implementation by The Whole Child of a \$4 million grant towards the transitional housing component by County of Los Angeles Supervisor’s Hahn’s office. This grant is now escrowed and administered by Brilliant Corners and is being supervised by Housing for Health.
- Confirmation by The Whole Child of an additional \$1 million grant from the Bezos’ Foundation for the transitional housing component.
- Confirmation by the Lakeland Collaborative with the California Department of Housing and Community Development the proposed development will meet the City of Santa Fe Springs’ Regional Housing Needs Assessment requirements as they relate the City’s Housing Element.

- Due diligence, concept design, entitlement submittal, environmental analysis and financial analysis resulting in a investment by the development partnership of nearly \$200,000.
- Submission of design entitlements including architectural, civil and subdivision designs.
- Completion of the draft California Environmental Quality Act (CEQA) report and Mitigated Negative Declaration for entitlement processing (currently under review by the City & County).
- Completion of negotiations for purchase & sale agreement(s), predevelopment funding agreement(s) and project funding agreement(s).
- Completed financial review and recommendation(s) by the City's advisor MDG Associates.

The Lakeland Collaborative has enjoyed a productive relationship with City staff and we are very eager to proceed with this very unique and balanced housing asset for the City of Santa Fe Springs. It is our assessment that we will need another 90-days to work through final edits to the Mitigated Negative Declaration with the City and County, publish for public review, finalize exhibits for the above referenced development agreements, and schedule for final approval of design & environmental documents with the planning department and final execution of the development agreements. While we are requesting a 90-day extension, we advise the City allow for an additional 90-day extension, approval for which be granted to the City Manager, for a total extension of 180-days.

Sincerely,

The Lakeland Collaborative



Constanza Pachon
The Whole Child



Darrell Simien
Habitat for Humanity



Rick Westberg
The Richman Group

**AMENDMENT NUMBER TWO
EXCLUSIVE NEGOTIATING AGREEMENT**

This Amendment Number Two ("Amendment") to Section 2 (a) of the Exclusive Negotiating Agreement ("Amendment"), is made and entered into this 9th day of July 2020, by and between the Housing Successor to the Community Development Commission of the city of Santa Fe Springs ("Housing Successor") The Whole Child, A California nonprofit public benefit corporation, Habitat For Humanity of Greater Los Angeles and The Richman Group of California Development Company, LLC (jointly known as "Developer")

RECITALS

WHEREAS, on or about March 28, 2019, the Housing Successor and Developer entered into an Exclusive Negotiating Agreement for certain real property located at Lakeland Road and Laurel Avenue, comprised of two distinct parcels of land and more specifically described in the legal description attached to this Agreement as Exhibit 'A' ('Property') and incorporated into this Agreement by this reference; and

WHEREAS, The Developer has proposed the redevelopment of the Property as an affordable mixed-use housing development; and

WHEREAS, The intent of both the City and the Developer in entering into this Agreement is to establish a specific, limited period of time to negotiate a future agreement between them governing the potential development of the Project on the Property, all subject to mutually agreeable terms, conditions, covenants, restrictions and agreements to be documented in a DDA; and

WHEREAS, at its March 26, 2020, City Council meeting, the City Council approved Amendment Number One to the Exclusive Negotiating Agreement (ENA) pursuant to Section 2 (a) "Term of Agreement," which extended the Negotiation Period for an additional 120-day extension period, by mutual agreement; and

WHEREAS, pursuant to Section 2 (a) Terms of Agreement: The Negotiation Period may be extended only by mutual agreement of the Parties in a written amendment to this Agreement executed by authorized representative(s) of the Parties; and

WHEREAS, the Parties, by mutual consent, are desirous of amending the Agreement, pursuant to Section 2 (a), "Term of Agreement," for an additional 90-day extension period (Amendment Number Two).

NOW THEREFORE, certain provision(s) of the Exclusive Negotiation Agreement is hereby amended as follows:

SECTION 1. . Section 2 (a), entitled "Term of Agreement" is hereby amended, to extend the Negotiation Period for an additional 90-day extension period, (Amendment Number Two), commencing July 26, 2020, by mutual agreement.

SECTION 2. Except as provided herein, Section 2 (a), entitled "Term of Agreement" shall otherwise remain in full force and effect.

SECTION 3. Except as set forth herein, all other provisions of the Exclusive Negotiating Agreement and Amendment Number One, shall remain in full force and effect.

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

HOUSING SUCCESSOR
OF SANTA FE SPRINGS

DEVELOPER

By: William K. Rounds / 07/12/2020
William K. Rounds, Mayor Date

WHOLE CHILD
By: [Signature] / 11/3/20
Signature Date

ATTEST:

HABITAT FOR HUMANITY

[Signature]
Janet Martinez, City Clerk

By: [Signature] / 7-3-20
Signature Date

APPROVED AS TO FORM:

THE RICHMAN GROUP OF
CALIFORNIA DEVELOPMENT
COMPANY, LLC

[Signature]
Ivy M. Tsai, Legal Counsel
Housing Successor Attorney

By: [Signature] / 7/12/20
Signature Date

EXHIBIT 'A'

Property Legal Description

A.P.N. 8011-012-912

LOT 13 OF TRACT 5309, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 64 PAGES 398 AND 39 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LOT 13 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 13' THENCE ALONG THE SOUTHERLY LINE OF SAID LOT, NORTH 89° 55' EAST 234.63 FEET; THENCE NORTH 405.55 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT, DISTANT NORTH 89° 55' EAST 234.63 FEET FROM THE NORTHWEST CORNER OF SAID LOT, THENCE SOUTH 89° 55' WEST 234.63 FEET TO SAID NORTHWEST CORNER; THENCE SOUTH 405.55 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT ALL OIL, GAS OR OTHER HYDROCARBON SUBSTANCES IN SAID LAND AND ALSO EXCEPTING AND RESERVING ALL INTEREST UNDER THE COMMUNITY OIL AND GAS LEASE KNOWN AS "GAULDIN COMMUNITY OIL LEASE," DATED SEPTEMBER 7, 1951, EXECUTED IN VARIOUS COUNTERPARTS IN FAVOR OF T. & T. 011 COMPANY, A PARTNERSHIP, COMPOSED OF WALTER N. THOMPSON, HORACE W. THOMPSON AND JACK H. THOMPSON, PARTNERS, AS LESSEE; A COUNTERPART "ORIGINAL" THEREOF EXECUTED BY VERONICA CONDON NATHHORST, ET AL., WAS REGISTERED ON NOVEMBER 26, 1961 AS DOCUMENT NO. 31139-T AND RECORDED MARCH 12, 1952 AS INSTRUMENT NO 1615 IN BOOK 38460 PAGE 34 OFFICIAL RECORDS, AS EXCEPTED AND RESERVED BY VERONICA CONDON NATHHORST, A WIDOW B DEED RECORDED MARCH 11, 1959.

A.P.N. 8011-011-912

The land referred to herein is situated in the city of Santa Fe Springs, county of Los Angeles, state of California, and is described as follows:

Parcel 1 of Parcel Map No. 25238, Filed in book 288 pages 65 and 66 of Parcel Maps, in the office of the county recorder of said county.

A.P.N. 8011-011-906

The land referred to herein is situated in the city of Santa Fe Springs, county of Los Angeles, state of California, and is described as follows:

Parcel 2 of Parcel Map No. 24115, Filed in book 266 pages 94 and 95 of Parcel Maps, in the office of the county recorder of said county.

A.P.N. 8011-011-907

The land referred to herein is situated in the city of Santa Fe Springs, county of Los Angeles, state of California, and is described as follows:

Parcel 3 of Parcel Map No. 24115, Filed in book 266 pages 94 and 95 of Parcel Maps, in the office of the county recorder of said county.

**AMENDMENT NUMBER ONE
EXCLUSIVE NEGOTIATING AGREEMENT**

This Amendment Number One (“Amendment”) to Section 2 (a) of the Exclusive Negotiating Agreement (“Amendment”) dated March 26, 2020, by and between the Housing Successor to the Community Development Commission of the city of Santa Fe Springs (“Housing Successor”) The Whole Child, A California nonprofit public benefit corporation, Habitat For Humanity of Greater Los Angeles and The Richman Group of California Development Company, LLC (jointly known as “Developer”), is made and entered into this 26th day of March 2019 (“Effective Date”).

RECITALS

WHEREAS, on or about March 28, 2019, the Housing Successor and Developer entered into an Exclusive Negotiating Agreement for certain real property located at Lakeland Road and Laurel Avenue, comprised of two distinct parcels of land and more specifically described in the legal description attached to this Agreement as Exhibit ‘A’ (‘Property’) and incorporated into this Agreement by this reference; and

WHEREAS, The Developer has proposed the redevelopment of the Property as an affordable mixed-use housing development; and

WHEREAS, The intent of both the City and the Developer in entering into this Agreement is to establish a specific, limited period of time to negotiate a future agreement between them governing the potential development of the Project on the Property, all subject to mutually agreeable terms, conditions, covenants, restrictions and agreements to be documented in a DDA; and

WHEREAS, pursuant to Section 2 (a) Terms of Agreement: The effective date of the Agreement was March 26, 2019 and the 365 day initial term is due to expire March 25, 2020.

WHEREAS, Section 2 (a) Terms of Agreement: further provides that the Parties may extend the Negotiation Period for an additional 120-day extension period, by mutual agreement; and

WHEREAS, pursuant to Section 2 (a) Terms of Agreement: The Negotiation Period may be extended only by written amendment to this Agreement executed by authorized representative(s) of the Parties; and

WHEREAS, the Parties, by mutual consent, are desirous of amending the Agreement, pursuant to Section 2 (a), Terms of Agreement, for an additional 120-day extension period.

NOW THEREFORE, certain provision(s) of the Exclusive Negotiation Agreement is hereby amended as follows:

SECTION 1. . Section 2 (a), entitled “Terms of Agreement” is hereby amended to extend the Negotiation Period for an additional 120-day “extension period,” commencing March 26, 2020, by mutual agreement.

SECTION 2. Except as provided herein, Section 2 (a), entitled "Terms of Agreement" shall otherwise remain in full force and effect.

SECTION 3. Except as set forth herein, all other provisions of the Exclusive Negotiating Agreement, attached hereto as Exhibit B, shall remain in full force and effect.

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

HOUSING SUCCESSOR
OF SANTA FE SPRINGS

DEVELOPER

WHOLE CHILD

By: _____ / _____
Signature Date

By: _____ / _____
Signature Date

HABITAT FOR HUMANITY

By: _____ / _____
Signature Date

THE RICHMAN GROUP OF
CALIFORNIA DEVELOPMENT
COMPANY, LLC

By: _____ / _____
Signature Date

APPROVED AS TO FORM:

Ivy M. Tsai, Legal Counsel
Housing Successor Attorney

HOUSING SUCCESSOR OF SANTA FE SPRINGS

EXCLUSIVE NEGOTIATION AGREEMENT

(Lakeland Road and Laurel Avenue Affordable Residential Project)

THIS EXCLUSIVE NEGOTIATION AGREEMENT ('Agreement') is dated as of March 28, 2019 for reference purposes only, and is entered into by and between the **Housing Successor to the Community Development Commission of the City of Santa Fe Springs** ("Housing Successor"), **The Whole Child**, a California nonprofit public benefit corporation **Habitat for Humanity of Greater Los Angeles**, a California nonprofit public benefit corporation, and **The Richman Group of California Development Company, LLC** (jointly known as "Developer") to provide a specified period of time to negotiate a disposition and development agreement ("DDA"). The City and Developer are sometimes referred to in this Agreement individually, as a 'Party' and, collectively, as the 'Parties.' This Agreement is entered into by the Parties with reference to the following recited facts (each, a 'Recital'):

RECITALS

A. The Housing Successor is the current owner of certain real property located at Lakeland Road and Laurel Avenue, in the City of Santa Fe Springs ("City") comprised of four distinct parcels of land and more specifically described in the legal description attached to this Agreement as Exhibit 'A' ('Property') and incorporated into this Agreement by this reference; and

B. The Developer has proposed the redevelopment of the Property as an affordable mixed-use housing development ("Project"), and

C. The intent of both the Housing Successor and the Developer in entering into this Agreement is to establish a specific, limited period of time to negotiate a future agreement between them governing the potential development of the Project on the Property, all subject to mutually agreeable terms, conditions, covenants, restrictions and agreements to be documented in a DDA.

NOW, THEREFORE, IN VIEW OF THE GOALS AND OBJECTIVES OF THE HOUSING SUCCESSOR RELATING TO THE IMPLEMENTATION OF THE PROJECT AND THE PROMISES OF THE HOUSING SUCCESSOR AND THE DEVELOPER SET FORTH IN THIS AGREEMENT, THE HOUSING SUCCESSOR AND THE DEVELOPER AGREE, AS FOLLOWS:

1. **Incorporation of Recitals.** The Recitals of fact set forth above are true and correct and are incorporated into this Agreement, in their entirety, by this reference.

2. **Term of Agreement.**

(a) The rights and duties of the Housing Successor and the Developer established by this Agreement shall commence on the first date on which all of the following have occurred (the 'Effective Date'): (1) execution of this Agreement by the authorized representative(s) of the Developer and delivery of such executed Agreement to the Housing

Successor and (2) execution of this Agreement by the authorized representative(s) of the Housing Successor and delivery of such executed Agreement to the Developer. The Housing Successor shall deliver a fully executed counterpart original of this Agreement to the Developer, within five (5) business days following the execution of this Agreement by the authorized representative(s) of the Housing Successor. This Agreement shall continue in effect for the period of 365 consecutive calendar days immediately following the Effective Date ('Negotiation Period'). Notwithstanding the foregoing, if the Parties have not executed and delivered the DDA within such 365-day period, the Parties may extend the Negotiation Period for an additional 120-day extension period, by mutual agreement. The Negotiation Period may be extended only by written amendment to this Agreement executed by authorized representative(s) of the Parties.

(b) This Agreement shall automatically expire and be of no further force or effect at the end of the Negotiation Period, unless, prior to that time, both the Housing Successor staff and the Developer approve an extension of the ENA for an additional period of time acceptable to both the Housing Successor and the Developer.

3. **Obligations of the Parties.**

(a) Obligations of Developer. During the Negotiation Period, the Developer shall proceed diligently and in good faith to develop and present to Housing Successor staff and, subsequently, to the Housing Successor Board, for review, all of the following:

(i) A proposed conceptual development plan for the Project on the Property that describes and depicts: (1) the location and placement of proposed buildings and (2) the architecture and elevations of the proposed buildings;

(ii) Proposed zoning change or changes to the City's General Plan, if any, necessary to accommodate the Project on the Property;

(iii) A proposed time schedule and cost estimates for the development of the Project on the Property; and

(iv) A proposed financing plan identifying financing sources for all private and public improvements proposed for the Project.

(v) A preliminary project proforma which includes development costs, including, but not limited to, construction and non-construction costs, and project income and return.

(b) Obligations of Housing Successor. During the Negotiation Period, the Housing Successor shall proceed diligently and in good faith to perform the following:

(i) Enter into a Right of Entry Agreement with Developer substantially in the form attached as Exhibit D hereto within five (5) days of the Effective Date;

(ii) Provide the Developer with access to the Property during the Negotiation Period for the purpose of performing due diligence activities in accordance therewith; and

(iii) Provide Developer with a preliminary title report for the Property in accordance with the Timeline.

5. **Milestone Schedule.** Housing Successor and Developer acknowledge and agree that all submittals required by this Agreement shall be made pursuant to the time schedule attached hereto as Exhibit C, as may be amended administratively by Executive Director of the Housing Successor with the concurrence of Developer; provided that the timeline does not exceed the Negotiation Period.

6. **Negotiation of DDA.** During the Negotiation Period, the Housing Successor and the Developer shall negotiate diligently and in good faith to negotiate a DDA between them. The Housing Successor shall not negotiate with any entity other than the Developer regarding the development of the Property or solicit or entertain bids or proposals to do so. The Housing Successor and the Developer shall generally cooperate with each other and supply such documents and information as may be reasonably requested by the other to facilitate the conduct of the negotiations. Both the Housing Successor and the Developer shall exercise reasonable efforts to complete discussions relating to the terms and conditions of a DDA and such other matters, as may be mutually acceptable to both the Housing Successor and the Developer, in their respective sole discretion. The exact terms and conditions of a DDA, if any, shall be determined during the course of these negotiations. Nothing in this Agreement shall be interpreted or construed to be a representation or agreement by either the Housing Successor or the Developer that a mutually acceptable DDA will be produced from negotiations under this Agreement. Nothing in this Agreement shall impose any obligation on either Party to agree to a definitive DDA in the future. Nothing in this Agreement shall be interpreted or construed to be a guaranty, warranty or representation that any proposed DDA that may be negotiated by Housing Successor staff and the Developer will be approved by the Housing Successor governing body. The Developer acknowledges and agrees that the City consideration of any DDA is subject to the sole and absolute discretion of the City governing body and all legally required public hearings, public meetings, notices, factual findings and other determinations required by law.

7. **Restrictions Against Change in Ownership, Management and Control of Developer and Assignment of Agreement.**

(a) The qualifications and identity of the Developer and its principals are of particular concern to the Housing Successor. It is because of these qualifications and identity that the Housing Successor has entered into this Agreement with the Developer. During the Negotiation Period, no voluntary or involuntary successor-in-interest of the Developer shall acquire any rights or powers under this Agreement, except as provided in Section 7(c).

(b) The Housing Successor shall consider additional resources requested by the Developer, financial or institutional, for the successful execution of the Project.

(c) The Developer shall promptly notify the Housing Successor in writing of any and all additions or changes whatsoever in the identity of the business entities or individuals either comprising or in Control (as defined in Section 7(d)) of the Developer, as well as any and all changes in the interest or the degree of Control of the Developer by any such person, of which information the Developer or any of its shareholders, partners, members, directors, managers or

officers are notified or may otherwise have knowledge or information. Upon the occurrence of any significant or material change, whether voluntary or involuntary, in ownership, management or Control of the Developer (other than such changes occasioned by the death or incapacity of any individual) that has not been approved by the Housing Successor, prior to the time of such change, the Housing Successor may terminate this Agreement, without liability to the Developer or any other person, by sending written notice of termination to the Developer, referencing this Section 7(b).

(d) The Developer may assign its rights under this Agreement to an Affiliate (as defined in Section 7(d)), on the condition that such Affiliate expressly assumes all of the obligations of the Developer under this Agreement in writing reasonably satisfactory to the Housing Successor.

(e) For purposes of this Agreement, the term 'Affiliate' means any person, directly or indirectly, controlling or controlled by or under common control with the Developer, whether by direct or indirect ownership of equity interests, by contract, or otherwise. For the purposes of this agreement, 'Control' means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether by ownership of equity interests, by contract, or otherwise.

8. Obligations to Review Draft Agreements and Attend Meetings.

(a) During the Negotiation Period, the Developer shall diligently review and comment on drafts of a DDA prepared by the Housing Successor's legal counsel and, if the terms and conditions of such a DDA are agreed upon between Housing Successor staff and the Developer, submit the DDA fully executed by the authorized representative(s) of the Developer to the Housing Successor's Executive Director for submission to the Housing Successor governing body for review and approval or disapproval. Any future DDA shall consist of terms and conditions acceptable to both the Developer and the Housing Successor governing body, in their respective sole and absolute discretion.

(b) During the Negotiation Period, the Developer shall also keep the Housing Successor governing body and staff advised on the progress of the Developer in performing its obligations under this Agreement, on a regular basis or as requested by Housing Successor staff, including, without limitation, having one or more of the Developer's employees or consultants who are knowledgeable regarding this Agreement, the design and planning of the Project and the progress of negotiation of a DDA, such that such person(s) can meaningfully respond to Housing Successor questions regarding the progress of the design and planning of the Project or the negotiation of a DDA attend both: (1) weekly meetings or conference calls with Housing Successor staff, as reasonably scheduled by Housing Successor staff during the Negotiation Period (each, a 'Weekly Meeting'), and (2) meetings of the Housing Successor governing body, when reasonably requested to do so by Housing Successor staff.

(c) Developer and Housing Successor shall use commercially reasonable best efforts to perform the tasks set forth in the Timeline within the times set forth therein.

9. **Developer to Pay All Costs and Expenses.** All fees or expenses of engineers, architects, financial consultants, legal, planning or other consultants or contractors, retained by the Developer for any study, analysis, evaluation, report, schedule, estimate, environmental review, planning and/or design activities, drawings, specifications or other activity or matter relating to the Property or the Project or negotiation of a DDA that may be undertaken by the Developer during the Negotiation Period, pursuant to or in reliance upon this Agreement or in the Developer's discretion, regarding any matter relating to a DDA, the Property or the Project, shall be the sole responsibility of and undertaken at the sole cost and expense of the Developer and no such activity or matter shall be deemed to be undertaken for the benefit of, at the expense of or in reliance upon the Housing Successor. The Developer shall also pay all fees, charges and costs, make all deposits and provide all bonds or other security associated with the submission to and processing by the Housing Successor and/or the City of any and all applications and other documents and information to be submitted to the Housing Successor and/or the City by the Developer pursuant to this Agreement or otherwise associated with the Project, including, but not limited to, any study, analysis, evaluation, report, schedule, estimate, environmental review, planning and/or design activities, drawings, specifications or other activity or matter relating to the Property or the Project or negotiation of a DDA that may be undertaken by the Housing Successor during the Negotiation Period. The Housing Successor shall not be obligated to pay or reimburse any expenses, fees, charges or costs incurred by the Developer in pursuit of any study, analysis, evaluation, report, schedule, estimate, environmental review, planning and/or design activities, drawings, specifications or other activity or matter relating to the Property or the Project or negotiation of a DDA that may be undertaken by the Developer during the Negotiation Period, whether or not this Agreement is, eventually, terminated or extended or a DDA is entered into between the Housing Successor and the Developer, in the future.

10. **Hazardous Materials and Development Assessment.** During the Negotiating Period, Developer may conduct such inspections, tests, surveys, and other analyses ("Inspections") as Developer deems reasonably necessary to determine the condition of the Property or the feasibility of designing, developing, constructing, leasing and financing the Project but shall not be obligated to complete such Inspections within the Negotiating Period. However, failure to complete the inspections shall not be grounds for extension of the Negotiating Period, unless both Parties agree. Housing Successor shall make available to Developer, upon Developer's written request, existing information and plans in its possession regarding the Property. The Developer at its sole cost and expense shall conduct or cause to be conducted environmental assessments, audits and/or testing and any other activities, audits, tests and assessments to determine the feasibility of the Project ("Tests") of the Property. The Developer shall have the right to terminate this Agreement if the Developer is not reasonably satisfied with the findings and the recommendations made in the Tests, or if the Project is determined not to be feasible in the sole discretion of the Developer. However, both Parties acknowledge and agree that specific representations or warranties, agreements, obligations, liabilities or responsibilities pertaining to the condition or title of the Property and/or the Project may be the subject of negotiations between the Parties in connection with the negotiations of any DDA or other agreement entered into by the Parties.

11. **Housing Successor Not To Negotiate With Others.**

(a) During the Negotiation Period, the Housing Successor shall not negotiate with any other person regarding the sale or redevelopment of the Property. The term 'negotiate,'

as used in this Agreement, means and refers to engaging in any discussions with a person other than the Developer, regardless of how initiated, with respect to that person's redevelopment of the Property to the total or partial exclusion of the Developer from redeveloping the Property, without the Developer's written consent, subject to the provisions of Section 10(b) and further provided that the Housing Successor may receive and retain unsolicited offers regarding redevelopment of the Property, but shall not negotiate with the proponent of any such offer during the Negotiation Period; provided, however, that the Housing Successor may discuss the fact that the Housing Successor is a party to this Agreement.

(b) Nothing in this Agreement shall limit, prevent, restrict or inhibit the Housing Successor from providing any information in its possession or control that would customarily be furnished to persons requesting information from the Housing Successor concerning the Housing Successor's activities, goals, matters of a similar nature relating to implementation of the project as required by law to be disclosed, upon request or otherwise.

12. Acknowledgments and Reservations.

(a) The Housing Successor and the Developer agree that, if this Agreement expires or is terminated for any reason, or a future DDA is not approved and executed by both the Housing Successor and the Developer, for any reason, neither the Housing Successor nor the Developer shall be under any obligation, nor have any liability to each other or any other person regarding the sale or other disposition of the Property or the redevelopment of the Property.

(b) The Developer acknowledges and agrees that no provision of this Agreement shall be deemed to be an offer by the Housing Successor, nor an acceptance by the Housing Successor of any offer or proposal from the Developer for the Housing Successor to convey any estate or interest in the Property to the Developer or for the Housing Successor to provide any financial or other assistance to the Developer for redevelopment of the Project or the Property.

(c) The Developer acknowledges and agrees that the Developer has not acquired, nor will acquire, by virtue of the terms of this Agreement, any legal or equitable interest in real or personal property from the Housing Successor.

(d) Certain development standards and design controls for the Project may be established between the Developer and the Housing Successor, but it is understood and agreed between the Housing Successor and the Developer that the Project and the redevelopment of the Property must conform to all Housing Successor, City and other applicable governmental development, land use and architectural regulations and standards. Drawings, plans and specifications for the Project shall be subject to the approval of the Housing Successor and the City, through the standard development application process in the community. Nothing in this Agreement shall be considered approval of any plans or specifications for the Project or of the Project itself by the Housing Successor.

(e) The Housing Successor reserves the right to reasonably obtain further information, data and commitments to ascertain the ability and capacity of the Developer to develop the Property and/or the Project. The Developer acknowledges that it may be requested to

make certain financial disclosures to the Housing Successor, its staff, legal counsel or other consultants, as part of the financial due diligence investigations of the Housing Successor relating to the potential sale of the Property and redevelopment of the Project on the Property by the Developer and that any such disclosures may become public records. The Housing Successor shall maintain the confidentiality of financial information of the Developer to the extent allowed by law, as determined by the Housing Successor Legal Counsel.

(f) The Housing Successor shall not be deemed to be a Party to any agreement for the acquisition of, lease of or disposition of real or personal property, the provision of financial assistance to the Developer or development of the Project on the Property or elsewhere, until the terms and conditions of a complete future DDA are considered and approved by both the City Council and the Housing Successor governing body, in their respective sole and absolute discretion, following the conclusion of one or more duly noticed public hearings, as required by law. The Developer expressly acknowledges and agrees that the Housing Successor will not be bound by any statement, promise or representation made by Housing Successor staff or representatives during the course of negotiations of a future DDA and that the Housing Successor shall only be legally bound upon the approval of a complete DDA by both the City Council and the Housing Successor Board, in their respective sole and absolute discretion, following one or more duly noticed public hearings, as required by law.

(g) Each Party represents that it has not engaged any broker, agent or finder in connection with this transaction and each party agrees to hold the other party harmless from any claim by any broker, agenda or finder retained by or claimed through such Party.

13. **Nondiscrimination.** The Developer shall not discriminate against nor segregate any person, or group of persons on account of race, color, creed, religion, sex, marital status, handicap, national origin or ancestry in undertaking its obligations under this Agreement.

14. **Default.**

(a) Failure or delay by either Party to perform any material term or provision of this Agreement shall constitute a default under this Agreement. If the Party who is claimed to be in default by the other Party cures, corrects or remedies the alleged default within fifteen (15) calendar days after receipt of written notice specifying such default, such Party shall not be in default under this Agreement. The notice and cure period provided in the immediately preceding sentence shall not, under any circumstances, extend the Negotiation Period. If there are less than fifteen (15) days remaining in the Negotiation Period, the cure period allowed pursuant to this Section 14(a) shall be automatically reduced to the number of days remaining in the Negotiation Period.

(b) The Party claiming that a default has occurred shall give written notice of default to the Party claimed to be in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default. However, the injured Party shall have no right to exercise any remedy for a default under this Agreement, without first delivering written notice of the default.

(c) Any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

(d) If a default of either Party remains uncured for more than fifteen (15) calendar days following receipt of written notice of such default, a 'breach' of this Agreement by the defaulting Party shall be deemed to have occurred. In the event of a breach of this Agreement, the sole and exclusive remedy of the Party who is not in default shall be to terminate this Agreement by serving written notice of termination on the Party in breach and, in the case of a breach by the Housing Successor, the Developer shall also be entitled to receive the Liquidated Damages Amount.

15. **Compliance with Law.** The Developer acknowledges that any future DDA, if approved by the governing body of the Housing Successor, will require the Developer (among other things) to carry out the development of the Project in conformity with all applicable laws, including all applicable building, planning, housing and zoning laws, environmental laws, safety laws and federal and state labor and wage laws.

16. **Press Releases.** The Developer agrees to obtain the approval of the Housing Successor Executive Director or his or her designee or successor in function of any press releases Developer may propose relating to the redevelopment of the Property or negotiation of a DDA with the Housing Successor, prior to publication.

17. **Notice.** All notices required under this Agreement shall be presented in person, by nationally recognized overnight delivery service or by facsimile and confirmed by first class certified or registered United States Mail, with return receipt requested, to the address and/or fax number for the Party set forth in this Section 17. Notice shall be deemed confirmed by United States Mail effective the third (3rd) business day after deposit with the United States Postal Service. Notice by personal service or nationally recognized overnight delivery service shall be effective upon delivery. Either Party may change its address for receipt of notices by notifying the other Party in writing. Delivery of notices to courtesy copy recipients shall not be required for valid notice to a Party.

TO DEVELOPER:

The Whole Child
10155 Colima Road
Whittier, CA 90603
Attention: Constanza Pachon

Habitat for Humanity of
Greater Los Angeles
8739 Artesia Blvd.
Bellflower, CA 90706
Attention: Darrell Simien

The Richman Group of California Development
Company, LLC
420 31st Street Suite B1
Newport Beach, CA 92663
Attn: Rick Westberg

TO HOUSING
SUCCESSOR:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attention: Wayne Morrell

18. **Warranty against Payment of Consideration for Agreement.** The Developer warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. Third parties, for the purposes of this Section 18, shall not include persons to whom fees are paid for professional services, if rendered by attorneys, financial consultants, accountants, engineers, architects and other consultants, when such fees are considered necessary by the Developer.

19. **Acceptance of Agreement by Developer.** The Developer shall acknowledge its acceptance of this Agreement by delivering to the Housing Successor three (3) original counterpart executed copies of this Agreement signed by the authorized representative(s) of the Developer.

20. **Counterpart Originals.** This Agreement may be executed by the Housing Successor and the Developer in multiple counterpart originals, all of which together shall constitute a single agreement.

21. **No Third-Party Beneficiaries.** Nothing in this Agreement is intended to benefit any person or entity other than the Housing Successor or the Developer.

22. **Indemnity.** Developer agrees to defend (with counsel approved by City), hold harmless and indemnify the Housing Successor, City, and each of their officers, agents and employees (the "Indemnified Parties") from and against any and all claims, causes of action, liabilities, damages, judgments, losses, costs or expenses (including, without limitation, attorneys' fees) actually caused by or resulting from Developer's acts or omissions pursuant to this Agreement; provided that the obligation to defend does not apply to actions arising solely from Indemnified Parties' acts or omissions; and provided, further, that the obligation to hold harmless applies only to the extent damages are the result of negligent acts or omissions or willful misconduct of Developer or Developer's agents, officers, owners or employees. Notwithstanding this limitation, Developer agrees to defend or pay the cost of defense of any action brought by any third party challenging the City's or Authority's ability to enter into this Exclusive Negotiation Agreement on any grounds whatsoever.

23. **Non-Liability of City Officials.** No member, official, officer, employee, agent, representative, volunteer, or consultant of the Housing Successor shall be personally liable to Developer, or any successor in interest of Developer, in the event of any default or breach by City or for any amount which may become due to Developer or to its successor, or on any obligations under the terms of this Agreement.

24. **Governing Law.** The Housing Successor and the Developer acknowledge and agree that this Agreement was negotiated, entered into and is to be fully performed in the City of Santa Fe Springs, California. The Housing Successor and the Developer agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California, without application of such laws' conflicts of laws principles.

25. **Waivers.** No waiver of any breach of any term or condition contained in this Agreement shall be deemed a waiver of any preceding or succeeding breach of such term or condition, or of any other term or condition contained in this Agreement. No extension of the time for performance of any obligation or act, no waiver of any term or condition of this Agreement, or any modification of this Agreement shall be enforceable against the Housing Successor or the Developer, unless made in writing and executed by both the Housing Successor and the Developer.

26. **Construction.** Headings at the beginning of each section and sub-section of this Agreement are solely for the convenience of reference of the Housing Successor and the Developer and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one or the other of the Housing Successor or the Developer, but rather as if both the Housing Successor and the Developer prepared this Agreement. Unless otherwise indicated, all references to sections are to this Agreement. All exhibits referred to in this Agreement are attached to this Agreement and incorporated into this Agreement by this reference. If the date on which the Housing Successor or the Developer is required to take any action pursuant to the terms of this Agreement is not a business day of the Housing Successor, the action shall be taken on the next succeeding business day of the City.

24. **Attorneys' Fees.** If either Party hereto files any action or brings any action or proceeding against the other arising out of this Agreement, then the prevailing Party shall be entitled to recover as an element of its costs of suit, and not as damages, its reasonable attorneys' fees and costs as fixed by the court, in such action or proceeding or in a separate action or proceeding brought to recover such attorneys' fees and costs. For the purposes hereof the words 'reasonable attorneys' fees' mean and include, in the case of Housing Successor, salaries and expenses of the lawyers employed by Housing Successor (allocated on an hourly basis) who may provide legal services to Housing Successor in connection with the representation of the Housing Successor in any such matter.

25. **Entire Agreement.** This Agreement contains the entire understanding and agreement of the Parties, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

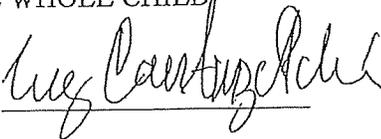
[Signatures on following page]

IN WITNESS WHEREOF, the Housing Successor and the Developer have executed this Negotiation Agreement on the dates indicated next to each of the signatures of their authorized representatives, as appear below.

DEVELOPER:

THE WHOLE CHILD

Dated: 4/12/19

By: 

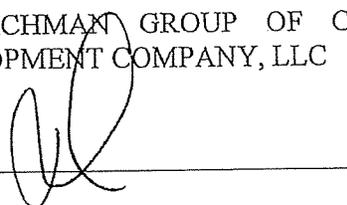
Constanza Pachon, CEO

HABITAT FOR HUMANITY OF GREATER LOS ANGELES

By: 

Erin Rank, President & CEO

THE RICHMAN GROUP OF CALIFORNIA DEVELOPMENT COMPANY, LLC

By: 

Rick Westberg, Executive VP

HOUSING SUCCESSOR:

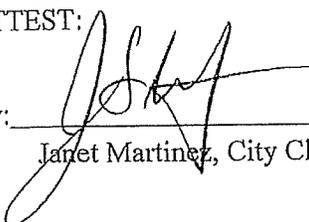
HOUSING SUCCESSOR TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS

Dated: 4/30/19

By: 

Juanita Trujillo, Mayor

ATTEST:

By: 
Janet Martinez, City Clerk

APPROVED AS TO FORM:

By:  _____

Housing Successor Legal
Counsel

EXHIBIT 'A'
TO
NEGOTIATION AGREEMENT

Property Legal Description

A.P.N. 8011-012-912

LOT 13 OF TRACT 5309, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 64 PAGES 398 AND 39 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LOT 13 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 13' THENCE ALONG THE SOUTHERLY LINE OF SAID LOT, NORTH 89° 55' EAST 234.63 FEET; THENCE NORTH 405.55 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT, DISTANT NORTH 89° 55' EAST 234.63 FEET FROM THE NORTHWEST CORNER OF SAID LOT, THENCE SOUTH 89° 55' WEST 234.63 FEET TO SAID NORTHWEST CORNER; THENCE SOUTH 405.55 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT ALL OIL, GAS OR OTHER HYDROCARBON SUBSTANCES IN SAID LAND AND ALSO EXCEPTING AND RESERVING ALL INTEREST UNDER THE COMMUNITY OIL AND GAS LEASE KNOWN AS "GAULDIN COMMUNITY OIL LEASE," DATED SEPTEMBER 7, 1951, EXECUTED IN VARIOUS COUNTERPARTS IN FAVOR OF T. & T. 011 COMPANY, A PARTNERSHIP, COMPOSED OF WALTER N. THOMPSON, HORACE W. THOMPSON AND JACK H. THOMPSON, PARTNERS, AS LESSEE; A COUNTERPART "ORIGINAL" THEREOF EXECUTED BY VERONICA CONDON NATHHORST, ET AL., WAS REGISTERED ON NOVEMBER 26, 1961 AS DOCUMENT NO. 31139-T AND RECORDED MARCH 12, 1952 AS INSTRUMENT NO 1615 IN BOOK 38460 PAGE 34 OFFICIAL RECORDS, AS EXCEPTED AND RESERVED BY VERONICA CONDON NATHHORST, A WIDOW B DEED RECORDED MARCH 11, 1959.

A.P.N. 8011-011-912

The land referred to herein is situated in the city of Santa Fe Springs, county of Los Angeles, state of California, and is described as follows:

Parcel 1 of Parcel Map NO. 25238, Filed in book 288 pages 65 and 66 of Parcel Maps, in the office of the county recorder of said county.

A.P.N. 8011-011-906

The land referred to herein is situated in the city of Santa Fe Springs, county of Los Angeles, state of California, and is described as follows:

Parcel 2 of Parcel Map NO. 24115, Filed in book 266 pages 94 and 95 of Parcel Maps, in the office of the county recorder of said county.

A.P.N. 8011-011-907

The land referred to herein is situated in the city of Santa Fe Springs, county of Los Angeles, state of California, and is described as follows:

Parcel 3 of Parcel Map NO. 24115, Filed in book 266 pages 94 and 95 of Parcel Maps, in the office of the county recorder of said county.

EXHIBIT 'B'
TO
NEGOTIATION AGREEMENT

Project Description

Developer is proposing to build a multi-use, affordable housing development.

All work described above shall be performed in accordance with all applicable laws.

EXHIBIT 'C'

Exclusive Negotiating Agreement Timeline

Within 90 Days of Effective Date of ENA (April 30, 2019) of ENA
<p>Title Report. Housing Successor to provide preliminary title report on property; Developer to commence physical due diligence on Property.</p>
<p>Preliminary Development Concept Package. Developer shall submit to the Housing Successor a "Preliminary Development Concept Package," consisting of the following:</p> <ul style="list-style-type: none">a. a preliminary development proposal generally describing the Project for the site subject to Housing Successor review and approval.b. an initial estimate of development costs, including construction and non-construction costs, such as the proposed purchase price for land;c. a preliminary description of the proposed method of financing;d. a proposed construction and operating pro forma which identifies all sources and uses of funds;e. submittal of preliminary design(s) (including a scaled site plan indicating building and parking layout) for the purpose of demonstrating compliance with the design requirements of the City of Santa Fe Springs and to assist the Housing Successor in conducting a review under the California Environmental Quality Act ("CEQA"); andf. evidence reasonably acceptable to the Housing Successor that the Developer have the significant financial resources necessary for development. <p>Housing Successor staff may solicit proposals and select independent financial or design consulting firms to verify and further analyze the Preliminary Development Concept Package at the Housing Successor's sole expense.</p>
Within 180 Days of Effective Date of ENA as such time may be extended by the Parties
<p>Preliminary Agency Evaluation. Within thirty (90) days of the date of receipt of the Preliminary Development Concept Package, the Housing Successor will provide its evaluation ("Preliminary Housing Successor Evaluation") to the Developer of the Preliminary Development Concept Package. Such evaluation will include:</p> <ul style="list-style-type: none">a. The Housing Successor's evaluation of items addressed in the Preliminary Development Concept Package. The Preliminary Housing Successor Evaluation shall indicate Housing Successor's preliminary determinations as to the appropriate level of review under CEQA and local planning approvals (e.g., DPA, CUP, TPM, TTM, MOD, etc).b. The Housing Successor will identify the amount of local City of Santa Fe Springs funding sources for infrastructure and affordable housing development
<p>Draft Disposition & Development Agreement ("DDA"). The Housing Successor will provide the Developer with a 1st draft of the DDA and exhibits.</p>

Within 300 Days of Effective Date of ENA as such time may be extended by the Parties

Finalize DDA. Within one hundred and twenty (120) days of receipt of the 1st draft of the DDA, Developer and Housing Successor will conclude negotiations on a final form of DDA. It is expected that this negotiation will require multiple rounds of review and comment by Developer and Housing Successor, and will also be dependent on identifying and pursuing other funding sources outside of the City of Santa Fe Springs.

Outreach. During the finalization of the DDA, in coordination with City staff and the Housing Successor, the Developer will perform necessary community outreach to garner support for the development and the DDA.

Procurement of Other Funding Sources. Developer will work with the Housing Successor and other affordable housing agencies at the County, State and Federal levels, with industry advocates, to identify, plan for, apply for and secure other funding sources.

Within 365 Days of Effective Date of ENA as such time may be extended by the Parties

Impact of and timing of Disparate Funding Sources. The above timing commitments and subsequent DDA will be impacted by the identification, pursuit and attainment of funding for the agreed upon affordable housing development. The remainder of the ENA period (365 days of effective date of ENA plus any mutually agreed upon extensions, if any) allows further time for the Housing Successor and Developer to gain these commitments to ensure a feasible execution.

EXHIBIT 'D'
TO
NEGOTIATION AGREEMENT

Right of Entry Agreement

[To Be Attached Behind This Cover Page]

EXHIBIT "D"
RIGHT OF ENTRY AGREEMENT
(Lakeland Road and Laurel Avenue Affordable Residential Project)

This Right of Entry Agreement ("Agreement") is made and entered into this 12th day of April, 2019, by and between the HOUSING SUCCESSOR TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SANTA FE SPRINGS ("Housing Successor") and THE WHOLE CHILD, a California nonprofit public benefit corporation HABITAT FOR HUMANITY OF GREATER LOS ANGELES, a California nonprofit public benefit corporation, and THE RICHMAN GROUP OF CALIFORNIA DEVELOPMENT COMPANY, LLC (jointly known as "Developer") and its employees, officers, members, agents, representatives, invitees, affiliates, and its contractors, including their consultants, subcontractors and suppliers (collectively, the "Affiliated Parties").

RECITALS

WHEREAS, the Housing Successor owns certain real property ("Property") located at Lakeland Road and Laurel Avenue, in the City of Santa Fe Springs ("City") comprised of four distinct parcels of land and more specifically described in the legal description attached to this Agreement as Exhibit 'A' ('Property') and incorporated into this Agreement by this reference; and

WHEREAS, The Developer has proposed the redevelopment of the Property as an affordable mixed-use housing development ("Project"); and

WHEREAS, The Developer and its Affiliated Parties have requested access to the Property that they may conduct such inspections, tests, surveys, and other analyses ("Inspections") as Developer deems reasonably necessary to determine the condition of the Property or the feasibility of designing, developing, constructing, leasing and financing the Project; and

WHEREAS, the Housing Successor desires to provide access to Property the Developer and its Affiliated Parties for the purposes of Inspections.

NOW THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. **Grant.** Housing Successor, the owner of the Property, hereby grants a right of entry ("Right of Entry) to the Developer and its Affiliated Parties to enter upon the Property. Use of the Property is for the purpose of conducting Inspections.

2. **Permitted Activities.** The Developer and the Affiliated Parties shall use the Right of Entry to perform the aforementioned Inspections.

3. **Term.** This Agreement will be effective on the date first written above. The Developer and its Affiliated Parties shall have the Right of Entry for a period of 52 weeks commencing on April 30, 2019 to April 30, 2020 unless this Agreement is earlier terminated as set forth in this Agreement.

4. **Condition of Property.** During the term of this Agreement, the Developer and its Affiliated Parties shall not cause physical damage, create dangerous conditions on the property or otherwise cause any other damage to the Property and shall take all reasonable steps to maintain the Property in an orderly and appealing manner. In addition, the Developer and its Affiliated Parties shall interfere with the peaceful enjoyment of the Property by the current tenant of the Property.

5. **Termination.** This Agreement may be terminated by City if the City determines using its sole discretion that the Developer and its Affiliated Parties' use of the Property is in violation of this Agreement, creates any kind of health and safety hazard, or would impose any liability upon the City.

6. **Access to the Property.** The City shall make a reasonable effort to keep access to the Property open to the Developer and its Affiliated Parties at all times and shall not unreasonably interfere with the Developer and its Affiliated Parties' access to the Property. The Developer and its Affiliated Parties shall not interfere with the City's access to or use of the Property, including the current tenant's use of the property.

7. **Indemnification.** Except as to sole negligence or willful misconduct of the City, the Developer and its Affiliated Parties agree to indemnify, defend, and hold the City and its officers and employees, harmless from and against all claims, damages, losses, liability, cost or expense, including attorney's fees and costs, which arises out of or is in any way connected with the performance of Inspections or use of the Property under this Agreement by the Developer and its Affiliated Parties, any of the Developer and its Affiliated Parties. The Developer and its Affiliated Parties shall also be responsible for any attorneys' fees and costs the Housing Successor may incur in the event the Housing Successor has to file any action in connection with this Agreement.

8. **Workers' Compensation Insurance.** By executing this Agreement, the Developer and its Affiliated Parties certify that they are aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. The Developer and its Affiliated Parties shall carry the insurance or provide for self-insurance required by California law to protect Housing Successor from claims under the Workers' Compensation Act. Prior to Housing Successor's execution of this Agreement, the Developer and its Affiliated Parties shall file with Housing Successor either a certificate of insurance showing that such insurance is in effect, or that they are self-insured for such coverage. Any certificate filed with Housing Successor shall provide that Housing Successor will be given thirty (30) days prior written notice before modification or cancellation thereof.

9. **General Liability Insurance.** Prior to the Housing Successor's execution of this Agreement, Developer and its Affiliated Parties shall provide proof of general liability insurance as required to insure the Housing Successor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of the Developer and its Affiliated Parties. The Housing Successor, and its officers, employees and agents, shall be named as additional insureds under the Developer's and its Affiliated Parties'

insurance policies. Said policies shall be in the usual form of commercial general liability insurance policies, but shall include the following provisions:

It is agreed that the Housing Successor, the City and its officers, employees and agents are added as additional insureds under this policy, solely for the inspections done by and on behalf of the named insured.

All liability insurance shall be issued by insurance companies authorized to transact liability insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

General liability insurance policies shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000, unless otherwise approved or reduced by the Housing Successor.

These minimum amounts of coverage shall not constitute any limitation or cap on the Developer's and its Affiliated Parties' indemnification obligations under Section 7 hereof.

Any policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to the Housing Successor by certified or registered mail, postage prepaid. Any policies shall include an endorsement stating that any applicable insurance coverage maintained by the Housing Successor shall be excess in relation to the Developer and its Affiliated parties insurance policies.

10. **Venue and Attorneys' Fees.** Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event any party hereto shall bring suit to enforce any term of this Agreement or to recover any damage for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs thereof, including reasonable attorneys' fees, to be set by the court in such action.

11. **Compliance with Law.** The Developer's and its Affiliated Parties' performance under this Agreement shall comply with all applicable local, state, and federal laws, regulations, and ordinances.

12. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

Housing Successor
Director of Planning
Housing Successor of Santa Fe Springs
11710 E. Telegraph Rd.
Santa Fe Springs, CA 90670
(562) 868-0511

The Developer and its Affiliated Parties

13. **Assignment.** It is mutually understood and agreed that this Agreement is personal to both parties and may not be assigned or transferred in any way. Any transfer shall be void and of no effect.

14. **Authority.** The individuals executing this Agreement each represent and warrant that they have the legal power, right and actual authority to bind their respective entities to the terms and conditions hereof and thereof.

15. **Severability.** Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant, and/or restriction, of this Agreement and the remainder of the Agreement shall continue in full force and effect.

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

HOUSING SUCCESSOR
OF SANTA FE SPRINGS

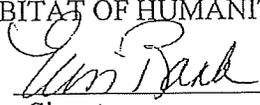
By:  4/12/19
Signature Date

DEVELOPER

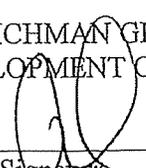
WHOLE CHILD

By:  4/12/19
Signature Date

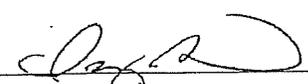
HABITAT OF HUMANITY

By:  4/12/19
Signature Date

THE RICHMAN GROUP OF CALIFORNIA
DEVELOPMENT COMPANY, LLC

By:  4/12/19
Signature Date

Approved as to Form:


Ivy M. Tsai, Legal Counsel
Housing Successor Attorney

**FOR ITEM NO. 6
PLEASE SEE ITEM NO. 7A**



City of Santa Fe Springs

City Council Meeting

November 12, 2020

CONSENT AGENDA

Minutes of the October 8, 2020 Regular City Council Meetings

RECOMMENDATION(S)

- Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meeting:

- October 8, 2020 Meeting Minutes

Staff hereby submits the minutes for Council's approval.

A handwritten signature in black ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachments:

1. October 8, 2020 Meeting Minutes



APPROVED:

MINUTES OF THE MEETINGS OF THE CITY COUNCIL

October 8, 2020

1. **CALL TO ORDER**

Mayor Rounds called the meeting to order via teleconference at 6:00 p.m.

2. **ROLL CALL**

Members present: Council Members/Directors: Mora, Rodriguez, Zamora, Mayor Pro Tem/Vice Chair Mora, and Mayor/Chair Rounds.

Members absent: None

3. **PUBLIC COMMENTS**

The following individuals spoke during Public Comment: Ashley Owen.

HOUSING SUCCESSOR

4. **CONSENT AGENDA**

Minutes of the September 10, 2020 Housing Successor (City Clerk)

Recommendation:

- Approve the minutes as submitted.

It was moved by Council Member Zamora, seconded by Council Member Trujillo, to approve the minutes as submitted, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nays: None

Absent: None

SUCCESSOR AGENCY

5. **CONSENT AGENDA**

Minutes of the September 10, 2020 Successor Agency (City Clerk)

Recommendation:

- Approve the minutes as submitted.

It was moved by Council Member Rodriguez, seconded by Council Member Zamora, to approve the minutes as submitted, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nays: None

Absent: None

CITY COUNCIL

6. CONSENT AGENDA

- a. Minutes of the September 10, 2020 Regular City Council Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

- b. General Motion to Waive Full Reading and Read Ordinance by Title Only Pursuant to California Government Code Section 36934 (City Clerk)

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 Mayor Pro Tem Mora, seconded by Council Member Trujillo, to approve the consent agenda, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

PUBLIC HEARING/ORDINANCE FOR INTRODUCTION

7. Categorically Exempt – CEQA Guidelines Section 15061(b)(3) (Planning)

Ordinance No. 1114: An Ordinance of the City Council of the City of Santa Fe Springs, Amending Chapter 98 (Signs) of Title 9 (General Regulations) of the Santa Fe Springs Municipal Code to Regulate Signs on Public Property (City of Santa Fe Springs)

Recommendation:

- Waive further reading and introduce Ordinance No. 1114.

Mayor Rounds opened the Public Hearing at: 6:05 p.m.

There were no speakers present to speak on Item No. 7.

Mayor Rounds closed the public Hearing at: 6:05 p.m.

It was moved by Council Member Rodriguez, seconded by Mayor Pro Tem Mora, waive further reading and introduce Ordinance No. 1114, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

PUBLIC HEARING

8. Resolution No. 9697 – Authorizing the Allocation of the Community Development Block Grant Corona Aid, Relief and Economic Security (CARES) Act (CDBG-CV) Funds For Fiscal Year 2020-2021 and Authorizing the Expenditure Plan for the CARES Act Funds From the State of California (Planning)

Recommendation:

- Open the Public Hearing and receive any comments from the public regarding this matter and thereafter, close the Public Hearing; and
- Approve the FY 2020-2021 CDBG-CV allocation as recommended; and

- Adopt Resolution No. 9697, authorize the allocation of the CDBG-CV funds for FY2020-2021; and authorizing the Expenditure Plan for the CARES Act Funds from the State.

Planning Director, Wayne Morrell made a brief presentation on Item No. 8.

Mayor Rounds opened the Public Hearing at 6:15 p.m.

There were no speakers wishing to speak on Item No. 8.

Mayor Rounds closed the Public Hearing at 6:15 p.m.

It was moved by Council Member Zamora, seconded by Council Member Trujillo, Approve the Fiscal Year 2020-2021 CDBG-CV allocation as recommended; and adopt Resolution No. 9697, authorize the allocation of the CDBG-CV funds for Fiscal Year 2020-2021; and authorizing the Expenditure Plan for the CARES Act Funds from the State, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nays: None

Absent: None

NEW BUSINESS

9. Authorize the Purchase of a 100' Aerial Platform Apparatus from South Coast Equipment Inc., and Related Vehicle Communication Equipment and Financing (Fire)

Recommendation:

- Authorize the purchase of a Pierce Arrow XT 100' Legacy Platform Aerial apparatus from South Coast Equipment Inc., for an amount not to exceed \$1,509,809.70;
- Authorize the purchase of communication equipment for the apparatus from Motorola Solutions Inc. for an amount not to exceed \$16,044.16;
- Authorize the purchase of a Mobile Data Computer (MDC) from DuraTech USA, Inc. for an amount not to exceed \$4,767.25;
- Authorize the Director of Purchasing Services to enter into a master lease financing agreement with Public Sector Capital LLC for a 7-year term at an interest rate of 1.74% and annual payments that will provide for complete ownership of the apparatus at the end of the 7-year lease.

It was moved by Council Member Rodriguez, seconded by Mayor Pro Tem Mora to authorize the purchase of a Pierce Arrow XT 100' Legacy Platform Aerial apparatus from South Coast Equipment, Inc. for an amount not to exceed \$1,509,809.70; authorize the purchase of communication equipment for the apparatus from Motorola Solutions, Inc. for an amount not to exceed \$16,044.16; Authorize the purchase of a Mobile Data Computer (MDC) from DuraTech USA, Inc. for an amount not to exceed \$4,767.25; authorize the Director of Purchasing Services to enter into a master lease financing agreement with Public Sector Capital LLC for a 7-year term at an interest rate of 1.74% and annual payments that will provide for complete ownership of the apparatus at the end of the 7-year lease, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds
Nays: None
Absent: None

10. Authorize the Purchase of Ten (10) Contactless Temperature Screening Kiosks from IBE Digital by Piggybacking off Sourcewell Contract #083116-KON (Finance)

Recommendation:

- Authorize the Director of Purchasing Services to purchase ten (10) new contactless temperature screening kiosks from IBE Digital utilizing Sourcewell cooperative contract #083116-KON; and
- Authorize the Director of Purchasing Services to issue a purchase order to IBE Digital in the amount of \$31,875 for this purchase; and
- Appropriate \$31,875 from General Fund reserves to account 10109000-521000 (non-recurring)

It was moved by Council Member Trujillo, seconded by Council Member Rodriguez, to authorize the Director of Purchasing Services to purchase ten (10) new contactless temperature screening kiosks from IBE Digital utilizing Sourcewell cooperative contract #08116-KON; and authorize the Director of Purchasing Services to issue a purchase order to IBE Digital in the amount of \$31,875 for this purchase; and appropriate \$31,875 from General Fund reserves to account 10109000-521000 (non-recurring), by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds
Nays: None
Absent: None

11. **CITY MANAGER AND EXECUTIVE TEAM REPORTS**

- City Manager, Raymond R. Cruz spoke about the Los Angeles County Public Health Department's restrictions for public and private operations. He anticipated that City playgrounds would be open by the end of next week. He also spoke about attending the League of California Cities virtual sessions.
- Director of Public Works, Noe Negrete spoke about "Paint the Town Pink Month" for breast cancer awareness month; he also provided an update on two street improvement projects on Lakeland Road and Meyer Road. Lastly, he announced that Caltrans will be closing the Florence Ave bridge tonight to switch the traffic.
- Director of Planning, Wayne Morrell spoke about National Community Planning Month; he also spoke about the photo contest. Lastly, he spoke about the City's General Plan update.
- Director of Police Services, Dino Torres spoke about the 25th year anniversary of the law enforcement contract between the Whittier Police Department and the City of Santa Fe Springs.
- Fire Chief, Brent Hayward provided an update on the current fires. He also provided a brief report on the COVID-19 cases.
- Director of Finance, Travis Hickey provided an update on the City's sales tax and the economic impact due to the pandemic.

- Director of Community Services, Maricela Balderas spoke about the City's virtual events such as the Halloween Wheel of Fortune; Pumpkin Decoration Contest; and announced that further information on the virtual events are on the City's website.

12. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

No appointments were made.

13. COUNCIL COMMENTS

Councilmember Rodriguez wished a Happy Anniversary to the City and to Whittier Police for the 25th years of partnership. She also thanked all the staff who continue to work through the pandemic. Lastly, she thanked everyone for the kind words and wishes related to the passing of her mother.

Councilmember Trujillo acknowledged the drive-in movie events the City hosted and expressed the interest in having the City continue hosting such events. She also thanked the Fire Department and Whittier Police Department for working in raising money for Breast Cancer Awareness Month.

Councilmember Zamora thanked staff for all their help and hard work.

Mayor Pro Tem Mora thanked staff for all their help and expressed his gratitude for everyone's support and how everyone has managed to work through the challenges that the pandemic has brought forward.

Mayor Rounds spoke about the 25th anniversary of the Whittier Police Department partnership and expressed his lament of not having a Red Ribbon Parade this year. He also thanked staff for bringing awareness to Breast Cancer Awareness Month.

14. ADJOURNMENT

Mayor Rounds adjourned the meeting at 6:53 p.m. in memory of Carolyn Heartly Scissel and Patsy Jean Summer.

William K. Rounds, Mayor

ATTEST:

Janet Martinez, City Clerk

Date



City of Santa Fe Springs

City Council Meeting

ITEM NO. 7B

November 12, 2020

CONSENT AGENDA

Community Facilities District No. 2002-1 (Bloomfield-Lakeland) - Annual Special Tax Levy Report for Fiscal Year 2019-20

RECOMMENDATION

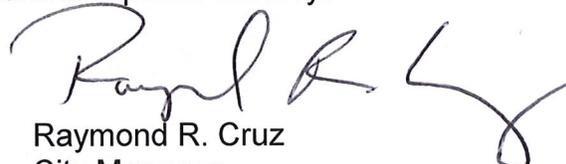
- Receive and file the Special Tax Levy Annual Report for Community Facilities District 2002-1 for Fiscal Year 2019-20.

BACKGROUND

The Mello-Roos Community Facilities Act of 1982 requires the preparation of an annual special tax levy report for each Community Facilities District (CFD). The report must detail the special taxes that are levied within a CFD and any construction activity at the time the report is prepared. The methodology and amounts to be levied were established at the time the CFD was formed.

FISCAL IMPACT

Repayment of the bonds and payment of services are secured by the special taxes levied on all property within the CFD, other than those properties that are exempt as provided in the respective rate and method of apportionment. Annual administrative expenses are also funded through the annual special tax levy.


Raymond R. Cruz
City Manager

Attachment:

Attachment No. 1: Special Tax Levy Annual Report
for CFD 2002-1 for Fiscal Year 2019-20

Report Submitted By: Noe Negrete
Director of Public Works

 Date of Report: November 5, 2020



CITY OF SANTA FE SPRINGS

**ANNUAL REPORT FOR SPECIAL TAXES LEVIED
COMMUNITY FACILITIES DISTRICT NO. 2002-1
(BLOOMFIELD-LAKELAND)**

FISCAL YEAR 2019-20

LOS ANGELES COUNTY, CALIFORNIA

October 28, 2020

PREPARED BY



Harris & Associates

**CITY OF SANTA FE SPRINGS
COMMUNITY FACILITIES DISTRICT NO. 2002-1
(Bloomfield-Lakeland)**

TABLE OF CONTENTS

Introduction..... 1

I. Facilities and Services Financed by the District..... 1

II. Improvement Area 2

III. Special Tax for Services..... 3

IV. Administrative Fees 3

V. Sources and Obligations..... 4

VI. Special Tax Roll 4

APPENDIX

Exhibit A Boundary Map

Exhibit B Amended and Restated Rate and Method of Apportionment of the Special Tax

Exhibit C Payment Agreement

Exhibit D Amended Debt Service Schedule

Exhibit E Special Tax Roll

INTRODUCTION

The City Council of the City of Santa Fe Springs established Community Facilities District No. 2002-1 (Bloomfield-Lakeland) (hereinafter referred to as “CFD”, “CFD No. 2002-1”, or the “District”) for the purpose of constructing, maintaining and the administration of certain public improvements.

A map showing the boundaries of CFD No. 2002-1 is included in the Appendix of this report as Exhibit A. The District established a Rate and Method of Apportionment of Special Tax (RMA) and a Payment Agreement as shown in the Appendix as Exhibits B and C. In compliance with the proceedings governing the formation of CFD No. 2002-1, the special tax has been levied on each taxable parcel within the District according to the provisions of the RMA.

The City of Santa Fe Springs granted the Development Plan Approval (“DPA No. 737-739”) authorizing the principle sum of \$800,000 on March 14, 2002. The Payment Agreement that was provided for in the DPA established a repayment period that was to commence the 1st day of the month following the Permit Anniversary Date and continue until the Payment Sum has been paid in full (approximately 175 months or 14.5 years).

The payments should have commenced in Fiscal Year 2003-04 and continued until Fiscal Year 2016-17 (established by the Permit Issue dates according to the RMA). As of the close of Fiscal Year 2009-10, no payments had been received from the property owners in CFD 2002-1.

It was determined by the City Finance Department and legal counsel to amend the RMA with a revised Payment Schedule to begin collecting payments commencing in Fiscal Year 2011-12. The Amended and Restated RMA was approved in a property owner special election on July 14, 2011.

The Special Taxes as hereinafter defined shall be levied on all Assessor’s Parcels in CFD No. 2002-1 and collected each Fiscal Year commencing in Fiscal Year 2011-12, in the amounts determined as described below. All of the real property in CFD No. 2002-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

The City agreed to waive the interest and maintenance cost associated with the District for the years prior to Fiscal Year 2011-12. The annual street maintenance will continue as originally established in the RMA and will also be levied on the county tax bill as long as the City provides for the maintenance of streets within the District.

I. FACILITIES AND SERVICES FINANCED BY THE DISTRICT

The public facilities financed by CFD No. 2002-1 include all or a portion of design, construction, indirect costs (fees) and administration relating to the following improvements: the grading and construction of streets, curbs, gutters, sidewalks, street lighting, storm drainage, water, sewer and utility improvements (both on and off-site) to serve the area within the boundaries of CFD No. 2002-1, together with appurtenances and appurtenant work. All improvements are complete.

In addition to the improvements above, the CFD is anticipated to cover the on-going costs for maintenance services and administration of those improvements.

Development Status

Construction was completed for the whole project on May 16, 2003. The total Assessed Value and number of properties sold since 2003 are shown in the following table.

**TABLE 1
 PARCEL STATUS**

<u>Development Status</u>	<u>Total Parcels 2019-20</u>	<u>Total Assessed Value 2019-20</u>	<u>Properties Sold Since 2018-19</u>
Developed Non-Residential Property	3	\$ 43,731,740	0
Undeveloped Non-Residential Property	0	\$ -	0
Total	3	\$ 43,731,740	0

II. IMPROVEMENT AREA

The RMA for Services establishes the apportionment of Special Taxes for Capital Improvements.

Each Fiscal Year, each developed parcel of land within the Special Tax for Services area shall be subject to Special Taxes in accordance with the RMA.

The Special Tax amount attributed to each parcel is apportioned by the relative square footage of the building on each property. As of the date the District was amended and Restated in July 2011, all the development was complete and the annualized tax schedule commenced for each property according to the revised payment schedule. The following table represents the annualized tax schedule.

**TABLE 2
 COMMUNITY FACILITIES DISTRICT**

Address	Bldg SF	Total Obligation	Amortized Annual Expense	Amortized Annual Exp./SF
11020 Bloomfield	84,651	\$148,410.28	\$15,032.03	\$0.1776
11130 Bloomfield	240,252	\$421,210.24	\$42,663.12	\$0.1776
11320 Bloomfield	131,405	\$230,379.48	\$23,334.45	\$0.1776
Total	456,308	\$800,000.00	\$81,029.60	

Note: figures may be off slightly due to rounding.

III. SPECIAL TAX FOR SERVICES

The RMA for Services establishes the apportionment of Street Maintenance Services.

Each Fiscal Year, each developed parcel of land within the Special Tax for Services area shall be subject to their proportional share of the Street Maintenance Services based on the relative square footage of the building on each property in accordance with the amended RMA. The annual Street Maintenance Service for Fiscal Year 2019-20 was \$6,305.94, which included a CPI increase of 2.7% over Fiscal Year 2018-19.

The following table represents the proportional spread of maintenance services tax and administrative fees for Fiscal Year 2019-20.

TABLE 3

STREET MAINTENANCE

Address	Bldg SF	Annual Expense	Annual Exp./SF
11020 Bloomfield	84,651	\$1,169.83	\$0.01382
11130 Bloomfield	240,252	\$3,320.16	\$0.01382
11320 Bloomfield	131,405	\$1,815.95	\$0.01382
Total	456,308	\$6,305.94	

Note: figures may be off slightly due to rounding.

IV. ADMINISTRATIVE FEES

Each Fiscal Year, each developed parcel of land within the Special Tax for Services area shall be subject to their proportional share of the Administrative Fees based on the relative square footage of the building on each property in accordance with the amended RMA. The annual Administrative Fee was \$7,590.49, which included a CPI increase of 2.7% over Fiscal Year 2018-19.

The following table represents the proportional spread of the administrative fees for Fiscal Year 2019-20.

TABLE 4

ANNUAL ADMINISTRATION FEE

Address	Bldg SF	Annual Administration	Annual Exp./SF
11020 Bloomfield	84,651	\$1,408.13	\$0.01663
11130 Bloomfield	240,252	\$3,996.49	\$0.01663
11320 Bloomfield	131,405	\$2,185.87	\$0.01663
Total	456,308	\$7,590.49	

Note: figures may be off slightly due to rounding.

V. SOURCES AND OBLIGATIONS

A statement showing the Sources and Obligations of special tax funds for CFD No. 2002-1 for Fiscal Year 2019-20 is presented in Table 5. The Special Tax Requirement for Fiscal Year 2019-20 was determined as specified in the adopted RMA of the Special Tax.

**TABLE 5
 SOURCES AND OBLIGATIONS**

<u>SOURCES</u>	Fiscal Year 2018-19 Amount	Fiscal Year 2019-20 Amount
Annual Special Tax Roll		
Developed Property	\$94,560.69	\$94,926.03
Undeveloped Property	\$0.00	\$0.00
Subtotal	\$94,560.69	\$94,926.03
TOTAL SPECIAL TAXES FROM ALL SOURCES	\$94,560.69	\$94,926.03
 <u>OBLIGATIONS</u>		
Debt Service	\$81,029.60	\$81,029.60
Special Tax for Maintenance Services	\$6,140.16	\$6,305.94
Administration and Incidentals	\$7,390.93	\$7,590.48
2019 Fund Balance (Reserve)	\$0.00	\$0.00
Subtotal	\$94,560.69	\$94,926.03
Surplus/Shortage to District	\$0.00	\$0.00
TOTAL OBLIGATIONS FOR SPECIAL TAXES	\$94,560.69	\$94,926.03

VI. SPECIAL TAX ROLL

The Special Tax Roll lists the special tax levy on each parcel within the boundaries of CFD No. 2002-1 for Fiscal Year 2019-20. A copy of the Special Tax Roll is included in the Appendix of this report as Exhibit E.

EXHIBIT A
Boundary Map



Boundary Map

BOOK 188 PAGE 13

SHEET 1 OF 2 SHEETS

PROPOSED BOUNDARIES OF
 COMMUNITY FACILITIES DISTRICT 2002-1
 (BLOOMFIELD - LAKELAND)

CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF SANTA FE SPRINGS,
 THIS 22ND DAY OF JULY, 2002.

Marilyn Carr
 CITY CLERK

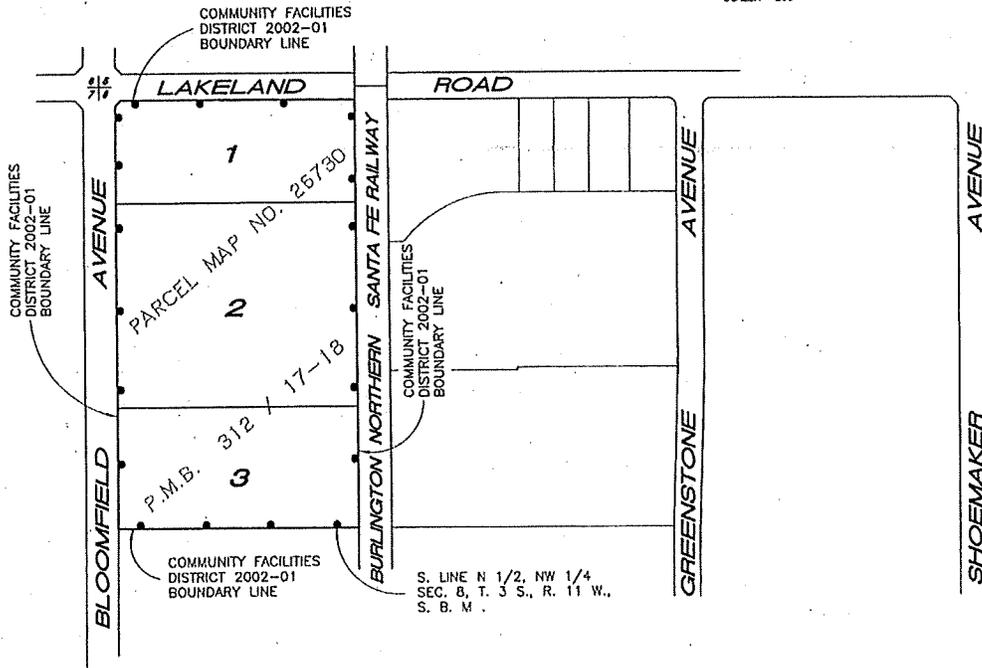
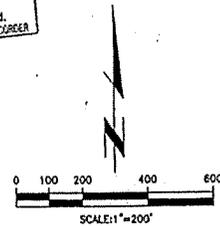
FILED THIS DAY OF 2002 AT THE HOUR OF
 O'CLOCK M. IN BOOK OF MAPS OF ASSESSMENT
 AND COMMUNITY FACILITIES DISTRICTS AT PAGE IN THE OFFICE OF
 THE COUNTY RECORDER IN THE COUNTY OF LOS ANGELES, STATE OF
 CALIFORNIA.

COUNTY RECORDER,
 COUNTY OF LOS ANGELES

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES
 OF COMMUNITY FACILITIES DISTRICT NO. 2002-1 (BLOOMFIELD-LAKELAND),
 CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF
 CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF
 SANTA FE SPRINGS, AT A MEETING THEREOF, HELD ON THE 25TH
 DAY OF JULY, 2002, BY ITS RESOLUTION NO.
 6790

Marilyn Carr
 CITY CLERK

COPY of Document Recorded
 ... 03-0075601
 Has this document been recorded with original?
 Only if you have been notified when
 processing this document is completed.
 LOS ANGELES COUNTY RECORDERS DEPARTMENT



NOTE:
 FOR ASSESSMENT PARCEL
 DETAILS SEE SHEET 2

LEGEND:
 INDICATES COMMUNITY FACILITIES
 DISTRICT 2002-1 BOUNDARY LINE.

NOTE:
 RIGHTS-OF-WAY AND EASEMENTS TO BE ACCRUED FOR THE
 IMPROVEMENTS TO BE MADE FOR THIS ASSESSMENT DISTRICT
 SHALL NOT BE SUBJECT TO THE LIEN OF ASSESSMENTS LEVIED
 ON ASSESSMENT PARCELS SHOWN ON THIS DIAGRAM.

REFERENCE IS HEREBY MADE TO THE MAPS OF RECORD IN THE
 OFFICE OF THE ASSESSOR OF THE COUNTY OF LOS ANGELES FOR
 A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY
 PARCELS SHOWN HEREIN, WHICH MAPS SHALL GOVERN FOR ALL
 DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH PARCELS.

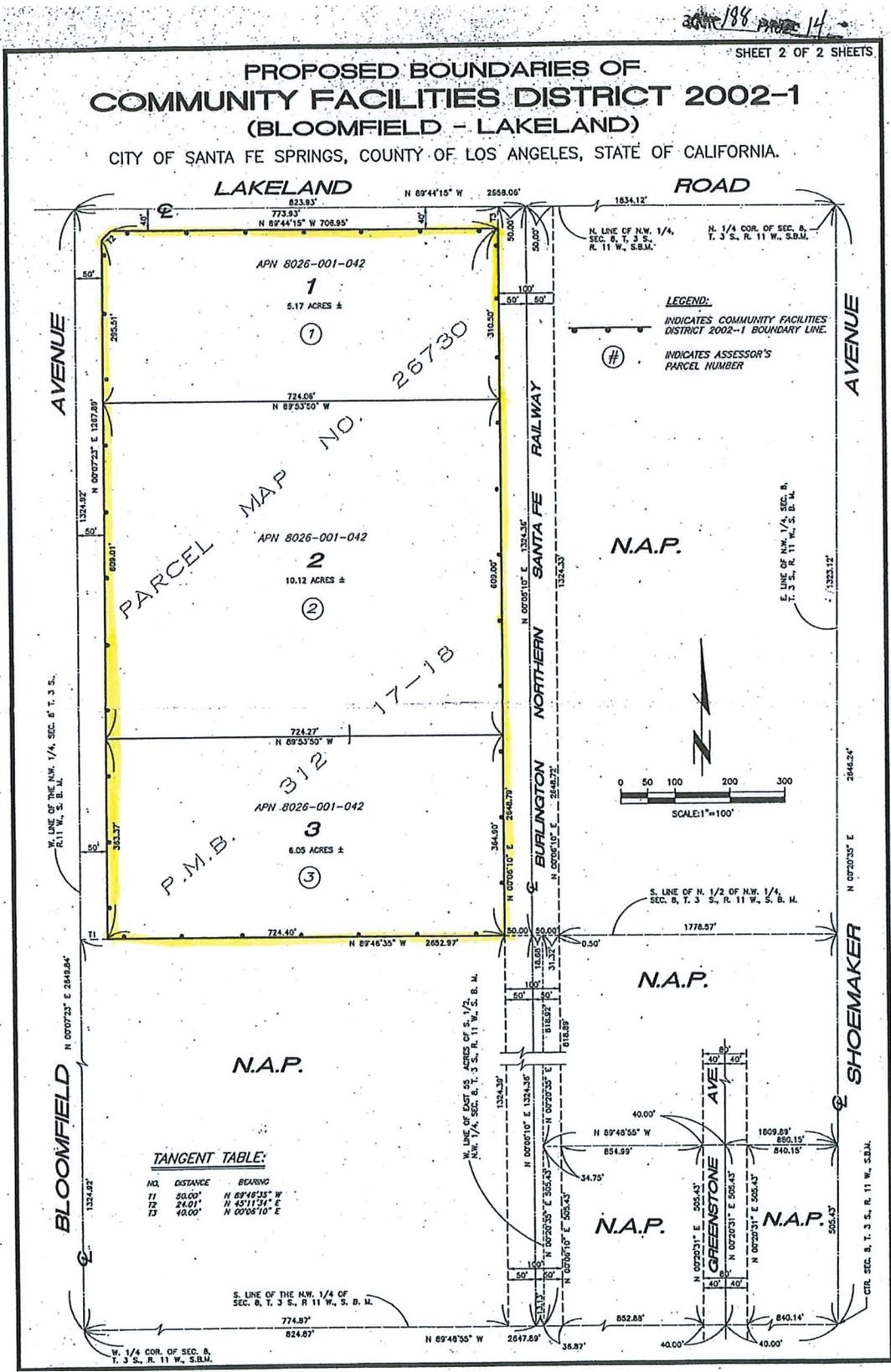


EXHIBIT B

***Amended and Restated Rate and Method of
Apportionment of the Special Tax***



Amended and Restated Rate and Method of Apportionment of Special Tax

**AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT
OF SPECIAL TAX**

This Amended and Restated Rate and Method of Apportionment of Special Tax amends and restates in its entirety that certain Rate and Method of Apportionment of Special Tax (the "Original Rate and Method"). The Original Rate and Method was attached as Exhibit B to the Notice of Special Tax Lien for City of Santa Fe Springs Community Facilities District No. 2002-1 (Bloomfield-Lakeland) ("CFD No. 2002-1"), which was recorded in the real property records of the County of Los Angeles on January 9, 2003, as Document No. 03-0077048.

The Special Taxes as hereinafter defined shall be levied on all Assessor's Parcels in CFD No. 2002-1 and collected each Fiscal Year commencing in Fiscal Year 2011-12, in the amounts determined as described below. All of the real property in CFD No. 2002-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"**Act**" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"**Administrative Expenses**" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2002-1: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs to the City, CFD No. 2002-1 or any designee thereof of complying with disclosure requirements of the City, CFD No. 2002-1 or obligated persons associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2002-1 or any designee thereof related to any appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated by the CFD Administrator or advanced by the City or CFD No. 2002-1 for any other administrative purposes of CFD No. 2002-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes. The maximum amount for the Administrative Expenses is set at \$6,500 for Fiscal Year 2011-12; the maximum amount for subsequent Fiscal Years shall be equal to (i) the maximum amount for the Administrative Expenses for the previous year plus (ii) the product of multiplying (A) the maximum amount for the Administrative Expenses for the previous year times (B) the annual percentage change (if positive) in CPI for the preceding year ending in March.

"**Annual Debt Service**" means the annual amount of principal and interest required to satisfy the \$800,000 loan amount set forth in the Payment Agreement, over a 15 year period commencing Fiscal Year 2011-12 (assuming no delinquencies) at an interest rate of 5.75%, assuming level payments.

"**Assessor's Parcel**" means a parcel shown in an Assessor's Parcel Map with an assigned Assessor's parcel number.

"**Assessor's Parcel Map**" means an official map of the Assessor of the County of Los Angeles designating parcels by Assessor's Parcel number.

"**Building Square Footage**" means the building area as shown on the building permit.



Amended and Restated Rate and Method of Apportionment of Special Tax

"CFD Administrator" means the person or firm that the City chooses to make responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"CFD No. 2002-1" means City of Santa Fe Springs Community Facilities District No. 2002-1 (Bloomfield-Lakeland).

"City" means the City of Santa Fe Springs.

"City Council" means the City Council of the City of Santa Fe Springs, acting as the legislative body of CFD No. 2002-1.

"County" means the County of Los Angeles.

"CPI" means the Consumer Price Index for All Urban Consumers, for the Los Angeles, Riverside and Orange County areas, published by the U.S. Department of Labor, Bureau of Labor Statistics, or, if such index is no longer published, a reasonably equivalent index selected by the CFD Administrator.

"Exempt Property" means all Assessor's Parcels not subject to the Special Tax for Payment Amount as described under Section I.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Maintenance Expenses" means the expenses of the City, whether incurred by the City or designee of the City, or both, in the furnishing of services (as defined in Section 53317 of the Act) and materials for maintenance of certain streets as specified in condition No. 26 of the Development Plan Approval No. 737-739 approved by the City's Community Development Commission on March 14, 2002 and attached as Exhibit B to the Payment Agreement. The maximum amount for Maintenance Expenses, including reserve funding, is set at \$5,663.58 for Fiscal Year 2016-17; the maximum amount for subsequent Fiscal Years will be equal to (i) the Maintenance Expenses for the previous year plus (ii) the product of multiplying (A) the Maintenance Expenses for the previous year times (B) the annual percentage change (if positive) in CPI for the preceding year ending in March.

"Maximum Special Tax for Payment Amount" means the maximum Special Tax for Payment Amount, determined in accordance with Section C below that can be levied in any Fiscal Year on any Assessor's Parcel.

"Maximum Special Tax for Maintenance" means the maximum Special Tax for Maintenance, determined in accordance with Section G below that can be levied in any Fiscal Year on any Assessor's Parcel.

"Parcel" means Assessor's Parcel.

"Payment Agreement" means that certain Payment Agreement, dated as of March 28, 2002, by and between the City and Bloomfield Partners, LLC, which Payment Agreement is attached as Exhibit A.

"Proportionately" means for Taxable Property, in any Fiscal Year, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Taxable Property.

"Public Property" means any Assessor's Parcel within the boundaries of CFD No. 2002-1 that is transferred to a public agency or public utility on or after the date of formation of CFD No. 2002-1 and is used for rights-of-way, or any other purpose and is owned by, dedicated or irrevocably offered for dedication to the federal government, the State of California, the County, the City, a public utility

Amended and Restated Rate and Method of Apportionment of Special Tax

or any other public agency; provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use. Privately-owned property that is otherwise constrained by public or utility easements making impractical its utilization for other than the purposes set forth in the easement shall be considered Public Property.

"Special Tax for Maintenance" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax for Maintenance Requirement.

"Special Tax for Maintenance Requirement" means that amount required in any Fiscal Year for CFD No. 2002-1 equal to the maximum amount for Maintenance Expenses and the maximum amount of Administrative Expenses.

"Special Tax for Payment Amount" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax for Payment Amount Requirement.

"Special Tax for Payment Amount Requirement" means that amount required in any Fiscal Year for CFD No. 2002-1 equal to the Annual Debt Service.

"Special Taxes" means, collectively, the Special Tax for Payment Amount and the Special Tax for Maintenance.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of CFD No. 2002-1 which are not Exempt Property.

B. CLASSIFICATION OF PROPERTIES

All Assessors' Parcels shall be classified as Taxable Property or Exempt Property.

Once classified as Taxable Property, a parcel may not be subsequently re-classified or changed to Exempt Property without the Special Tax for Payment Amount being paid off in full in accordance with Section E. The Special Tax for Maintenance cannot be prepaid and any parcel of Taxable Property that is re-classified as Exempt Property with respect to the Special Tax for Payment Amount shall remain subject to the Special Tax for Maintenance.

C. SPECIAL TAX FOR PAYMENT AMOUNT RATE

Maximum Special Tax for Payment Amount

The Maximum Special Tax for Payment Amount for Assessor's Parcels of Taxable Property shall be calculated for each Fiscal Year as follows:

First: the City shall calculate the Annual Debt Service for the Fiscal Year.

Second, the amount calculated in First shall be apportioned to all parcels of Taxable Property Proportionately based on the amount of Building Square Footage.

D. MANNER OF COLLECTION OF SPECIAL TAXES

The Special Taxes shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2002-1 may directly bill the Special Taxes, may

Amended and Restated Rate and Method of Apportionment of Special Tax

collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

E. PREPAYMENT OF SPECIAL TAX FOR PAYMENT AMOUNT

The Special Tax for Payment Amount may be prepaid, in whole or in part, at any time.

F. TERM OF SPECIAL TAX FOR PAYMENT AMOUNT

The Special Tax for Payment Amount shall be levied on Taxable Property for a period not to exceed 15 years; provided, however, that the Special Tax for Payment Amount may be levied for a longer period of time if, as a result of delinquencies in the payment of the Special Tax for Payment Amount, it has not collected an amount sufficient to pay the Payment Sum (as defined in the Payment Agreement).

G. SPECIAL TAX FOR MAINTENANCE RATE

Maximum Special Tax for Maintenance

Commencing with Fiscal Year 2011-12 and for each subsequent Fiscal Year, the Council shall levy the Special Tax for Maintenance on all Assessor's Parcels of Taxable Property up to the applicable Maximum Special Tax for Maintenance to fund the Special Tax for Maintenance Requirement.

The Special Tax for Maintenance Requirement shall be apportioned to all parcels of Taxable Property Proportionately based on the amount of Building Square Footage.

H. TERM OF SPECIAL TAX FOR MAINTENANCE

The Special Tax for Maintenance shall be levied in perpetuity to fund the Special Tax for Maintenance Requirement unless no longer required as determined at the sole discretion of the Council.

If the levy of the Special Tax for Maintenance is repealed by initiative or any other action participated in by the owners of the Assessor's Parcels in CFD 2002-1, the City shall have no obligation to provide the services for which the Special Tax for Maintenance was levied.

I. EXEMPTIONS

The CFD Administrator shall classify Assessor's Parcels of Public Property as Exempt Property.

Tax-exempt status will be assigned by the CFD Administrator in the chronological order in which Assessor's Parcels become Public Property. However, should an Assessor's Parcel no longer be classified as Public Property, its tax exempt status will be revoked.

J. ENFORCEMENT

If not paid when due, the City shall have the right to foreclose any delinquent Special Tax for Payment Amount by appropriate action in a court of competent jurisdiction, such action to include all court costs, attorney fees and costs of sale.

EXHIBIT C
PAYMENT AGREEMENT

Payment Agreement

PAYMENT AGREEMENT

This Payment Agreement ("Agreement") is made and entered into as of March 28, 2002, by and between the City of Santa Fe Springs ("City"), and Bloomfield Partners, LLC, a Delaware limited liability company (together with its successor and assigns, "Developer").

Recitals

- A. Developer intends to develop that certain real property located in City, legally described in Exhibit "A", attached hereto (the "Property").
- B. On March 11, 2002, City's Planning Commission granted Development Plan Approval ("DPA No. 737-739") for Developer's proposed development of the Property (the "Project"); on March 14, 2002, the Community Development Commission of the City of Santa Fe Springs also approved DPA No. 737-739. A copy of DPA No. 737-739 is attached hereto as Exhibit "B", and is incorporated by reference as though fully set forth herein.
- C. DPA No. 737-739 provides that the parties may enter into this Agreement.
- D. Developer intends to apply for a subdivision of the Property ("Proposed Subdivision"), pursuant to which the Property would be divided into three (3) separate legal parcels. A number of the conditions contained in DPA No. 737-739, including, but not limited to, those described in Section 1 below, were imposed in anticipation of said Proposed Subdivision (the "Proposed Subdivision Conditions").
- E. The conditions imposed in conjunction with DPA No. 737-739 were intended to address all impacts anticipated by the City and likely to arise in connection with the full permitting and development of the Project ("Anticipated Impacts").

Based on the Recitals set forth above and the mutual promises set forth below, the parties agree as follows:

1. Developer shall pay to City the principal sum of \$800,000.00 (the "Payment Sum") in accordance with the provisions of this Agreement, which payment shall constitute full satisfaction of the following, except as set forth in Sections 2 and 3, below:
 - (i) Developer's obligations set forth in DPA No. 737-739 Condition Nos. 5, 6, 7, 14, 21, 22, 25, 26.a and 27, as well as similar conditions that may be imposed in respect of the Anticipated Impacts, including similar conditions that may be imposed in respect of the Proposed Subdivision Conditions. Developer shall not be obligated to construct any of the items described in such conditions, and City holds Developer harmless from and against such obligations, notwithstanding: (a) the fact that the Payment Sum has not yet been fully paid (so long as Developer is making payments in accordance with Section 4 below); and (ii) the failure of City to commence or complete such construction (although the City shall have no obligation to Developer to undertake such construction).

Payment Agreement

(ii) Developer's obligation to pay any City imposed fees or charges in connection with the planning, permitting, or inspection of the Project (collectively, the "Project Fees"), including, without limitation, fees and charges in respect of (a) the City's review, processing and approval of any building, grading, drainage, utility, street and sidewalk, subdivision (including, without limitation, any filing fees or map checking fees required in connection with the Proposed Subdivision), environmental compliance (including, without limitation, any fees required in connection with soil or methane gas monitoring programs), excavation or similar plans, (b) any applications for building, mechanical, electrical, plumbing, structural, occupancy, environmental, or similar permits, (c) any building, grading, fire, health and safety, street and sidewalk or other inspections; and (d) any development impact fees, including the City's Heritage Artwork in Public Places Program.

2. In the event that the total amount chargeable to Developer in Project Fees exceeds \$300,000.00, then Developer shall pay to City the amount by which such Project Fees exceed \$300,000.00, prior to the issuance of any building permits for the Project. The payment of such amount shall be a condition precedent to the issuance of any such permits by City. Such payment shall be separate from, and in addition to, the payment of \$800,000.00, as described in Section 1, above.

3. As to DPA No. 737-738 Condition No. 25, the payment described in Section 1, above, satisfies Developer's obligations, except that it does not satisfy the obligation to agree to adjustments to the existing Street Light Assessment District, as set forth in Condition No. 25.

4. Developer shall pay the Payment Sum to City in accordance with the following:

A. Interest shall accrue at a fixed annual rate of Five and Three Quarters Percent (5.75%), which both the City and Developer agree is the Prime Rate plus One Hundred (100) basis points on the date of this Agreement, and shall be payable in installments as set forth in Section 4B. Interest shall begin to accrue as of the first date any Project Fees would have otherwise been due and payable to the City but for the agreements set forth herein.

B. Developer shall make monthly installment payments of principal and interest of \$6,750.00 ("Installment Payments"), beginning and continuing as provided in Section 4.C. That portion of the Installment Payments not allocated to accrued interest under Section 4.A shall be allocated to the principal amount of the Payment Sum. The parties hereto estimate that the term of the Installment Payments will be 175 months.

C. Payment of Installment Payments shall begin on the first day of the month following the Permit Anniversary Date, and shall continue on the first day of each month thereafter until the Payment Sum has been paid in full.

Payment Agreement

D. As used herein, "Permit Anniversary Date" shall mean the date 12 months following issuance of first building permit for development of the Property.

E. It is expressly stipulated and agreed to be the intent of the parties at all times to comply with applicable state law regarding prevailing wages (including, but not limited to, California Labor Code Sections 1720 and 1771) and that this Section shall control every other covenant and agreement in this Agreement and other related documents between the parties regarding the interest rate paid thereunder. If the applicable prevailing wages law, for any reason, is ever found or judicially interpreted to: (i) render the interest rate under this Agreement to be a public works and/or paid for in whole or in part out of public funds (and such interest rate does not comply with any de minimus exception under the applicable prevailing wages law); and/or (ii) subject the terms of this Agreement to prevailing wages, then it is the parties' express intent that (1) Bloomfield Partners LLC shall immediately pay to the City of Santa Fe Springs, as to all payments previously made under this Agreement, the difference between the interest rate paid pursuant to this Agreement and the appropriate interest rate which would not subject this Agreement to prevailing wages, and (2) the provisions of this Agreement and other related documents immediately be deemed reformed to reflect the appropriate interest rate, without the necessity of the execution of any new documents, so as to not subject the terms of this Agreement to the applicable prevailing wages law.

Upon the commencement of Installment Payments, the parties agree to execute and deliver in a timely fashion an agreement which specifically sets forth the remaining term of the Developer's obligations to make Installment Payments under Section 4B above. Further, upon full repayment of the Payment Sum, City shall provide to Developer, at Developer's request, a letter or similar document reasonably acceptable to Developer, confirming that the Developer's payment obligations under this Section 4 are satisfied.

5. In the event that the City approves the Proposed Subdivision, the Payment Sum shall be apportioned between the newly created parcels, based on the relative square footage of the building to be built on each parcel. As of the date of the recording of the final parcel map for the Proposed Subdivision, the owner of each newly created parcel shall be separately obligated to pay to City its apportioned share of the Payment Sum, and shall be relieved of any liability to pay sums allocable to any other parcel owner. In no event shall a default by one parcel owner be attributable to any other parcel owner.

6. Developer shall secure the Payment Sum by providing City with security as follows: a letter of credit in favor of the City obtained by Developer in the amount of \$800,000. The form of the letter of credit and any letter of credit agreement necessary to describe the security arrangement shall be proposed by Developer and approved by the City Attorney, which approval shall not be unreasonably withheld. The letter of credit or letter of credit agreement shall contain customary provisions releasing the security provided thereby proportionately as the principal amount of the Payment Sum is reduced.

Payment Agreement

The letter of credit or letter of credit agreement shall also contain provisions permitting the Developer to replace existing security with other security of comparable value, subject to approval by the City Attorney, which approval shall not be unreasonably withheld. The approval and perfecting of such security is a condition precedent to City's issuance of any building permits for the Project.

7. Developer and City have agreed to form a Community Facilities District No. 2002-1 (the "Community Facilities District"). After the Ordinance of the City Council of the City of Santa Fe Springs levying special taxes within such Community Facilities District becomes effective, City acknowledges and agrees that all of Developer's obligations under this Agreement, except as specifically provided in this Section 7 (collectively referred to herein as the "Payment Amount") shall be deemed fully satisfied and complied with including, without limitation, Developer's obligation (i) to pay the Payment Sum to the City or to satisfy the DPA Conditions as described in Section 1, (ii) to provide security for the Payment Sum under Section 6, and any letter of credit issued pursuant thereto shall be released by the City and terminated immediately upon formation of the Community Facilities District, and (iii) to comply with the conditions set forth in DPA No. 737-739 Condition No. 26. Provided, however, Developer acknowledges and agrees that notwithstanding formation of the Community Facilities District, Developer shall not be relieved of its obligation to pay to the City (a) Project Fees in excess of \$300,000 as, and to the extent, described in Section 2 above, or (b) the amount equal to any adjustments to the existing Street Light Assessment District as, and to the extent, described in Section 3 above.

8. This Agreement shall be assignable by Developer and (subject to Section 5 above) shall run with the land, inure to the benefit of and be binding upon the parties, and all of their successors and assigns. In the event of an assignment of all or any portion of Developer's obligations, the assignor shall be relieved of liability as to that portion assigned, but only if the security described in Section 6, above, is left in place, or replaced with equivalent security, or the obligation is deemed satisfied pursuant to Section 7 above.

9. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements. No amendment hereto, or waiver of any provision hereof, can be made except in a writing executed by both parties.

10. This Agreement shall be governed by the laws of the State of California.

11. If any lawsuit, arbitration, or other action is brought by either party against the other party, the prevailing party shall be entitled to recover the reasonable attorneys' fees and court costs it incurred in connection therewith.

Payment Agreement

Intending to be legally bound, the parties have executed this Agreement, below,
as of the date first set forth above.

City of Santa Fe Springs

Mayor

Attest:

City Clerk

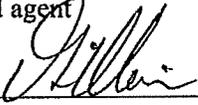
Approved as to form:

City Attorney

Bloomfield Partners LLC, a Delaware
limited liability company

By: Calsmart L.L.C., a Delaware limited liability company
its Manager

By: RREEF America, L.L.C., a Delaware limited liability company
its authorized agent

By: _____ 

Payment Agreement

LEGAL DESCRIPTION OF PROPERTY

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH; RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, LYING WEST OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD RIGHT-OF-WAY,

EXCEPT THEREFROM THE FOLLOWING THREE (3) STRIPS OF LAND:

STRIP NO. 1; BLOOMFIELD AVENUE:

BEING THE WEST 50.00 FEET OF SAID NORTHWEST QUARTER, MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE THEREOF.

STRIP NO. 2; LAKELAND ROAD:

BEING THE NORTH 40.00 FEET OF SAID NORTHWEST QUARTER, MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE THEREOF.

STRIP NO. 3; CORNER CUT-OFF:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID STRIP NO. 2 WITH THE EAST LINE OF SAID STRIP NO. 1;

THENCE SOUTHERLY 17.00 FEET ALONG SAID EAST LINE;

THENCE NORTHEASTERLY IN A DIRECT LINE TO A POINT ON SAID SOUTH LINE, DISTANT EAST THEREON, 17.00 FEET FROM THE POINT OF BEGINNING OF THIS STRIP;

THENCE WESTERLY ALONG SAID SOUTH LINE 17.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

DESCRIBED PARCEL CONTAINS 21.35 ACRES MORE OR LESS.

Payment Agreement



City of Santa Fe Springs

11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org

March 12, 2002

Sares Regis Group
Attn: Peter Rooney
18802 Bardeen Avenue
Irvine, CA 92612-1521

RE: Development Plan Approval Case No. 737-739

Dear Mr. Rooney:

The Planning Commission, at their regular meeting of March 11, 2002, acted on your request for approval of development plans to allow the construction of three concrete tilt-up industrial buildings totaling approximately 455,783 sq ft in area on a 21.32-acre property located on the southeast corner of Bloomfield Avenue and Lakeland Road in the M-2, Heavy Manufacturing, Zone within the Consolidated Redevelopment Project.

The Planning Commission subsequently approved your request for Development Plan Approval for the proposed industrial buildings and related improvements subject to the following list of conditions:

SUGGESTED CONDITIONS OF APPROVAL

1. The owner/developer shall construct a meandering sidewalk within a dedicated easement along Bloomfield Avenue frontage.
2. The owner/developer shall comply with Congestion Management Program (CMP) requirements and provide mitigation of trips generated by the development. The owner/developer will receive credit for demolition of any buildings which formerly occupied the site.
3. Existing public fire hydrants shall be upgraded, if required by the City Engineer.

Louie Gonzalez, Mayor • Ronald S. Kemes, Mayor Pro-Tempore
City Council
George Minnelian • Betty Putnam • Gustavo R. Velasco
City Manager
Frederick W. Latham



Payment Agreement

4. Adequate "on-site" parking shall be provided per City requirements, and streets shall be posted "No Stopping Any Time." The cost of sign installation shall be paid by the owner/developer.
5. The owner/developer shall provide \$50,000 to the City to mitigate traffic impacts from this development to the Bloomfield Avenue intersections at Telegraph Road, Florence Avenue and Lakeland Road.
6. The landscape irrigation system shall be connected to a reclaimed water distribution system when available in the street. Separate meter(s) shall be installed for landscape irrigation systems. Owner/Developer shall provide funds to design and construct a 6" reclaimed water distribution pipeline along frontage of development.
7. Point of access to each parcel shall be approved by the City Engineer. Owner/developer shall be responsible for the cost of the design and construction of raised landscaped medians adjacent to the property on Bloomfield Avenue, as approved by the City Engineer.
8. Sanitary sewers shall be constructed in accordance with City specifications to serve subject development. The plans for the sanitary sewers shall be approved by the City Engineer. A sewer study shall be submitted along with the sanitary sewer plans.
9. The owner/developer shall comply with all requirements of the Department of County Engineer-Facilities, make application for and pay the sewer maintenance fee.
10. No common driveways shall be allowed unless approved by the City Engineer. If proposed driveways conflict with existing fire hydrants, street lights, water meters, etc., owner/developer shall pay for relocation.
11. Owner/developer's general contractor shall implement storm water and urban runoff pollution prevention controls and Best Management Practices (BMP's) on construction sites in accordance with Chapter 52, Storm Water Runoff, of the City Code (Ordinance 851). The contractor may also be required to file a Notice of Intent (NOI) with the Regional Water Quality Control Board and prepare a Storm Water Pollution Prevention Plan (SWPPP) as specified in the State of California General Permit for Storm Water Discharges associated with the construction activities in accordance with the NPDES mandate to protect receiving waters and storm drains from construction activity, related erosion and pollution. A copy of the September 8, 1992 instructions and NOI form are available from the



Payment Agreement

Public Works Department. In addition, this project shall conform to Ordinance 915, which amends Chapter 52 "Stormwater/Urban Runoff" of the City Code and implements the requirements of the approved Standard Urban Stormwater Mitigation Plan ("SUSMP"). The SUSMP includes a requirement to implement Post Construction BMP's to mitigate (infiltrate or treat) the first 3/4" of runoff from all storm events and to control peak flow discharges.

12. Planning and Development and Public Works Departments shall approve the location of double-check valves. All sprinkler plans shall have a stamp of approval from Planning and Development prior to Fire Department submittal. Disinfection, pressure and bacteriological testing on the line between the street and detector assembly shall be performed in the presence of City Water Department. The valve on water main line shall be operated only by the City upon approval of test results.
13. All projects over \$50,000 are subject to the requirements of Ordinance No. 914 to reuse or recycle 75% of the project construction waste per approval of the Department of Planning and Development.
14. The Owner/Developer shall comply with the City's "Heritage Artwork in Public Places Program" in conformance with City Ordinance No. 755.
15. The owner/developer shall comply with the requirements of Ordinance 829 with respect to Oil and Gas Regulations.
16. Prior to issuance of building permits, the applicant shall comply with the following environmental assessment conditions to the satisfaction of the City of Santa Fe Springs:
 - A. Environmental Audit. Recognizing that NFA letters have been issued by both the DTSC and RWQCB and a large volume of site assessment work has already been performed, only limited additional assessment work will be required. This additional assessment shall focus on properly closing the six (6) UST's that were previously removed but not closed. A Soil Management Plan for mitigating contamination in excess of City standards must be submitted and approved by the Fire Department.
 - B. Permits and Approval. Owner/developer shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City in furtherance of complying with Paragraph 16 (A) set forth herein. Permits shall be secured prior to beginning work related to the permitted activity.

Payment Agreement

C. Covenants.

1. Owner/developer shall provide a written covenant to the Planning Commission that, except as revealed in previous studies as part of DTSC and RWQCB NFA certification and except as applicant may have otherwise disclosed to the City, Commission, Planning Commission or their employees, in writing, applicant has investigated the environmental condition of the property and does not know or have reasonable cause to believe that (a) any crude oil, hazardous substances or hazardous wastes, as defined in state and federal law, have been released, as that term is defined in 42 U.S.C. Section 9601 (22), on, under or about the Property, or that (b) any material has been discharged on, under or about the Property that could affect the quality of ground or surface water on the Property within the meaning of the California Porter-Cologne Water Quality Act, as amended, Water Code Section 13000, et seq.
2. Owner/developer shall provide a written covenant to the City that, based on reasonable investigation and inquiry, to the best of owner/developer's knowledge, it does not know or have reasonable cause to believe that it is in violation of any notification, remediation or other requirements of any federal, state or local agency having jurisdiction concerning the environmental conditions of the Property.
3. Owner/developer understands and agrees that it is the responsibility of the applicant to investigate and remedy, pursuant to applicable federal, state and local law, any and all contamination on or under any land or structure affected by this approval and issuance of related building permits. The City, Commission, Planning Commission or their employees, by this approval and by issuing related building permits, in no way warrants that said land or structures are free from contamination or health hazards.
4. Owner/developer understands and agrees that any representations, actions or approvals by the City, except to the extent that it acts as the lead environmental agency, Commission, Planning Commission or their employees do not indicate any representation that regulatory permits, approvals or requirements of any other federal, state or local agency have been obtained or satisfied by the applicant and, therefore, the City,

Payment Agreement

Commission, Planning Commission or their employees do not release or waive any obligations the applicant may have to obtain all necessary regulatory permits and comply with all other federal, state or other local agency regulatory requirements. Applicant, not the City, Commission, Planning Commission or their employees will be responsible for any and all penalties, liabilities, response costs and expenses arising from any failure of the applicant to comply with such regulatory requirements.

17. Owner/Developer agrees to comply with all portions of Cleanup and Abatement Order Nos. 85-18 and 97-118 issued by the Regional Water Quality Control Board (RWQCB) as it relates to this property.
18. Not used.
19. That the owner/developer shall comply with all Federal, State and local requirements and regulations included, but not limited to, the Santa Fe Springs City Municipal Code, Uniform Building Code, Uniform Fire Code, Certified Unified Program Agency (CUPA) programs and all other applicable codes and regulations.
20. That the subject property shall submit an Industrial Wastewater Discharge Permit Application prior to generating, storing, treating or discharging any industrial wastewater to the sanitary sewer.
21. In order to meet the current public health and safety standards relating to emergency response and to provide for safety of responders and the community at large, the owner/developer shall install one (1) Emergency traffic signal control device (Opticom) to aid in the rapid and safe response of emergency vehicles at the intersection of Bloomfield Avenue and Lakeland Road.
22. The owner/developer shall install two 4-inch schedule 80 PVC ducts and appurtenances encased in concrete along the eastside of Bloomfield Avenue from a point 1,300 feet south of Lakeland Road centerline. Said ducts for future fiber optic system shall be placed in locations designed by the City Engineer.
23. The owner/developer, or successors in interest, shall be obligated to pay for a portion of the cost of undergrounding existing overhead utilities on Bloomfield Avenue and Lakeland Road adjacent to the subject property. The owner/developer, or successors in interest, shall satisfy said obligation by paying to the City an amount equal to the fair market value of the property to be acquired from owner/developer, or successors in interest, in fee or in easement, by CalTrans, the BNSF Railroad, or other public or

Payment Agreement

quasi-public agency, for construction of a grade separation on Lakeland Road at the BNSF railroad crossing. Payment shall be provided per terms of the "Agreement" between the Sares-Regis Goup (owner/developer) and the City.

24. The owner/developer shall remove the existing wall along Bloomfield Avenue at the south end of the property.
25. The owner/developer shall pay to the City the entire costs of design, engineering, installation and inspection of five (5) street lights on Bloomfield Avenue. The City shall design and cause construction of the street lighting system (\$25,000 Estimated Cost). The owner/developer shall also agree to the addition of a cost of living adjustment to the existing Street Light Assessment District. Annual adjustments shall be based on the Consumer Price Index for Los Angeles County.
26. The owner/developer shall enter into an agreement with the City for the City to maintain the south half of Lakeland Road between Bloomfield Avenue and the easterly property line at the BNSF right-of-way and the east half of Bloomfield Avenue between the southerly property line and Lakeland Road. Maintenance may include slurry seal every five years, resurfacing approximately every ten years and reconstruction at the end of twenty years, if needed, as determined by the City Engineer as reasonably related to the condition of the individual roadway. This condition may be satisfied by the creation of assessment districts, Mello-Roos Districts or other methods of financing approved by the City pursuant to the Agreement. or eliminated in any areas constructed with Portland Cement Concrete (PCC) pavement. (\$27,000 Estimated Annual Cost)
- 26a. The owner/developer shall pay \$96,500 for past and immediate resurfacing of the Lakeland Road and the Bloomfield Avenue frontage to the street centerline, the funding of which shall be provided per terms of the Agreement.
27. The developer shall pay to the City one-fourth (1/4) of any and all costs to construct a Portland cement concrete street intersection at Bloomfield Avenue and Lakeland Road.
28. Owner/developer may defer completion of satisfaction of Conditions 5, 6, 7, 14, 21, 22, 25, 26, 26a .and 27, as numbered above, contingent on owner/developer entering into an agreement with the City regarding such performance. Entry into such agreement shall be a condition precedent to the issuance of any necessary permits (e.g., building permits) or other approvals (e.g., parcel map) for development of the subject property. Such agreement shall: (a) require developer

Payment Agreement

to provide adequate security for such performance in a form approved by the City, which approval will not be unreasonably withheld; (b) provide for interest, at a market rate, on developer's financial obligations to the City; (c) provide for completion of performance or repayment within seven (7) years of the date of approval hereof unless otherwise approved by the City; and (d) provide for the potential, with the City's approval, of incorporating work into street maintenance, landscaping or lighting districts.

29. A grading plan shall be submitted for drainage approval by the City Engineer. The site is subject to storm water retention, and the drainage plan shall incorporate retention on site. The owner/developer shall pay drainage review fees in conjunction with this submittal. The hydrology study to be conducted shall evaluate the amount and disposition of storm water on the subject property. The hydrology study shall be conducted by a Professional Engineer and subject to the approval of the City Engineer. The grading plan shall also accommodate the existing drainage from the railroad right-of-way at southeast portion of property.
30. The owner/developer shall pay to the City a one-time cost (not to exceed \$2,500) for the replacement of street name signs, traffic control signs, raised pavement markers and pavement markings, as required by the City Engineer.
31. Land and access rights shall be reserved for a future grade separation on Lakeland Road between Bloomfield Avenue and the BNSF Railroad. Sufficient right-of-way includes: construction easement, utilities easement and slope easement along Lakeland Road frontage and railroad shoofly along portion of east property line. Project design shall accommodate the future grade separation. No permanent structure shall be placed within the reservation area.
32. All buildings shall be protected by an approved automatic sprinkler system.
33. All buildings that are to be used for high-piled storage shall be equipped with required access doors as per Article 81 of the Uniform Fire Code.
34. Interior gates or fences are not permitted across required fire access roadways.
35. On-site fire hydrants must be provided along required Fire Department access roads. Minimum flow shall be 2500 GPM.

Payment Agreement

36. The minimum width of required Fire Department access roadways shall be not less than twenty-six (26) feet. Internal driveways shall have a turning radius of not less than fifty-two (52) feet.
37. Prior to submitting plans to the Building Department or Planning Commission, a preliminary site plan shall be approved by the Fire Department for required access roadways and on-site fire hydrant locations. Plan must be between 20 and 40 scale. Include on plan all entrance gates that will be installed.
38. Knox boxes are required on all new construction. All entrance gates shall also be equipped with Knox boxes.
39. That an "Owners' Association" or a Community Association shall be created with CC&R's stipulating maintenance requirements for landscape maintenance, including the pedestrian walkways, if the property is subdivided. Levels of maintenance shall be to the highest of standards as required by the City, and all maintenance costs shall be borne by the Association.
40. That the applicant shall submit for approval a detailed Xeriscape landscape and irrigation system for the on-site and parkway landscape areas for the development design pursuant to the Landscape Design Guidelines of the City. Said landscape plan shall indicate the location and type of all plant materials to be used.
41. That no portion of the required off-street parking and loading areas shall be used for outdoor storage, manufacturing or similar uses at any time, unless approved by the Director of Planning and Development.
42. That all fences, walls, signs and similar improvements for the proposed development shall be subject to the approval of the Director of Planning and Development.
43. That a sufficient number of approved outdoor trash enclosures shall be provided for the development subject to the approval of the Director of Planning and Development.
44. That a security and lighting plan for the proposed industrial development shall be submitted to the Department of Police Services for review and approval.
45. That all truck yard areas shall be screened from the public streets in the area by a decorative screen wall subject to the approval of the Director of Planning and Development.

Payment Agreement

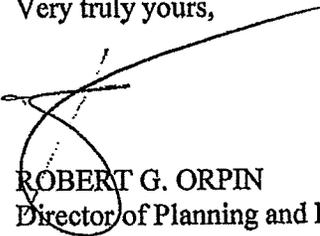
46. The applicant understands that other than indicated within these conditions, the applicant shall comply with the requirements of the City's Zoning Ordinance, Building Code, Property Maintenance Ordinance, Fire Code and all other applicable regulations as pertain to this property.
47. That Development Plan Approval Case No. 737-739 shall not be valid until approved by the Community Development Commission and shall be subject to any other conditions the Board deems necessary to impose.
48. That Development Plan Approval Case No. 737-739 shall not be effective for any purpose until the applicant has filed with the City of Santa Fe Springs an affidavit stating he is aware of and accepts all the conditions of this approval.

Your attention is called to the fact that this approval is not effective until an affidavit has been signed and notarized to indicate your willingness to accept and abide by the conditions of approval. **Two copies of an affidavit are enclosed for this purpose. One copy should be returned to this office upon completion; the other copy is for your files.**

The Zoning Ordinance sets forth an appeal period of four (14) days, beginning with the date you receive this letter, during which any party aggrieved by the Commission's action can appeal the matter to the City Council. You are hereby notified that the time within which judicial review must be sought is governed by the provisions of California Code of Civil Procedure, Section 1094.6.

If you have any questions regarding this matter, please feel free to call me at (562) 868-0511, Ext. 211.

Very truly yours,



ROBERT G. ORPIN
Director of Planning and Development

cc: City Council
Frederick W. Latham, City Manager
Marina Sueiro, Director of Intergovernmental Relations
Building Division
Fire Department
Property Maintenance Officer
Sue Janikowski, Assistant Planner
Monica Mendoza, Planning Intern

Payment Agreement

MAY 01 '02 09:55AM SARES-REGIS GROUP (949) 756-5955

P.12/12

ACCEPTANCE OF CONDITIONS
IN DEVELOPMENT PLAN APPROVAL CASE

AFFIDAVIT

I Dwight L. Merriman, HEREBY STATE THAT I am the owner, or the authorized agent of the owner, of property involved in Development Plan Approval Case No. 737-739.

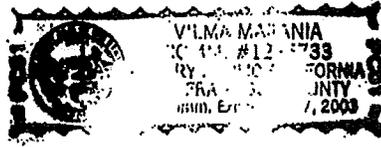
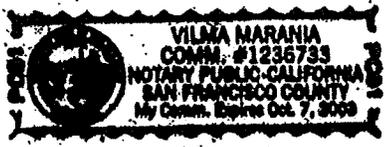
I FURTHER STATE THAT I have read, understand and accept, and will comply with all the conditions of approval established by the Planning Commission at its meeting of March 14, 2002.

I AM ALSO AWARE THAT if any of the provisions of this approval are violated or held to be invalid, or any law, statute or ordinance is violated, the Permit shall be void and the privileges granted thereunder shall lapse.

[Signature]
signature
Principal
title (if any)
RREEF America L.L.C. (c/o Bloomfield Park L.L.C.)
company name (if any)
101 California Street, 26th Floor
mailing address
San Francisco, CA 94111
city, state, zip
(415) 781-3300
phone

STATE OF CALIFORNIA)
COUNTY OF San Francisco) SS.

On May 13, 2002 before me, Vilma Marania, Notary Public,
personally appeared Dwight L. Merriman
Name and Title of Officer
Name(s) of Signer(s)



- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument,

WITNESS my hand and official seal.

[Signature]
Notary Public

Amended Debt Service Schedule

EXHIBIT D

Amended Debt Service Schedule



Amended Debt Service Schedule

\$800,000 Principal Amount
 5.75% Interest Rate
 FY 25-26 Last year of collection
 15 Years
 0.101287 Level debt factor (A/P)
 \$81,030 Total annual installment due

Fiscal Year	Principal Balance	Principal	Interest	Principal + Interest Amount
FY 11-12	\$800,000	\$35,030	\$46,000	\$81,030
FY 12-13	\$764,970	\$37,044	\$43,986	\$81,030
FY 13-14	\$727,927	\$39,174	\$41,856	\$81,030
FY 14-15	\$688,753	\$41,426	\$39,604	\$81,030
FY 15-16	\$647,328	\$43,808	\$37,222	\$81,030
FY 16-17	\$603,520	\$46,327	\$34,703	\$81,030
FY 17-18	\$557,193	\$48,991	\$32,039	\$81,030
FY 18-19	\$508,203	\$51,808	\$29,222	\$81,030
FY 19-20	\$456,395	\$54,787	\$26,243	\$81,030
FY 20-21	\$401,609	\$57,937	\$23,093	\$81,030
FY 21-22	\$343,672	\$61,268	\$19,762	\$81,030
FY 22-23	\$282,404	\$64,791	\$16,239	\$81,030
FY 23-24	\$217,614	\$68,517	\$12,513	\$81,030
FY 24-25	\$149,097	\$72,456	\$8,574	\$81,030
FY 25-26	\$76,642	\$76,642	\$4,388	\$81,030

EXHIBIT E
Special Tax Roll



EXHIBIT E
Special Tax Roll

Exhibit E
SPECIAL TAX ROLL

APN	Building Square Feet	Total Special Tax Amount Fiscal Year 2019-20
8026-001-069	84,651	\$17,610.00
8026-001-070	240,252	\$49,979.77
8026-001-071	131,405	\$27,336.26
	456,308	\$94,926.03





City of Santa Fe Springs

City Council Meeting

ITEM NO. 7C

November 12, 2020

CONSENT AGENDA

Community Facilities District No. 2004-1 (Bloomfield-Florence) – Annual Special Tax Levy Report for Fiscal Year 2019-20

RECOMMENDATION

- Receive and file the Special Tax Levy Annual Report for Community Facilities District 2004-1 for Fiscal Year 2019-20.

BACKGROUND

The Mello-Roos Community Facilities Act of 1982 requires the preparation of an annual special tax levy report for each Community Facilities District (CFD). This report must detail the special taxes that are levied within a CFD and any construction activity at the time the report is prepared. The methodology and amounts to be levied were established at the time the CFD was formed.

FISCAL IMPACT

Repayment of the bonds and payment of services are secured by the special taxes levied on all property within the CFD, other than those properties that are exempt as provided in the respective rate and method of apportionment. Annual administrative expenses are also funded through the annual special tax levy.

A handwritten signature in black ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachments:

Attachments No. 1: Special Tax Levy Annual Report
for CFD 2004-1 for Fiscal Year 2019-20

Report Submitted By: Noe Negrete
Director of Public Works

A handwritten signature in blue ink, appearing to read "Noe Negrete".

Date of Report: November 5, 2020



CITY OF SANTA FE SPRINGS

**ANNUAL REPORT FOR SPECIAL TAXES LEVIED
COMMUNITY FACILITIES DISTRICT NO. 2004-1
(BLOOMFIELD-FLORENCE)
FISCAL YEAR 2019-20
LOS ANGELES COUNTY, CALIFORNIA**

October 28, 2020

PREPARED BY



Harris & Associates

**CITY OF SANTA FE SPRINGS
COMMUNITY FACILITIES DISTRICT NO. 2004-1
(Bloomfield-Florence)**

TABLE OF CONTENTS

Introduction..... 1

I. Facilities and Services Financed by the District..... 1

II. Improvement Area 2

III. Administrative Fees 3

IV. Sources and Obligations..... 4

V. Special Tax Roll 4

APPENDIX

Exhibit A Boundary Map

Exhibit B Amended and Restated Rate and Method of Apportionment of the Special Tax

Exhibit C Reimbursement Agreement

Exhibit D Debt Service Schedule

Exhibit E Special Tax Roll

INTRODUCTION

The City Council of the City of Santa Fe Springs established Community Facilities District No. 2004-1 (Bloomfield-Florence) (“CFD”, “CFD No. 2004-1”, or the “District”) for the purpose of constructing, maintaining and the administration of certain public improvements.

A map showing the boundaries of CFD No. 2004-1 is included in the Appendix as Exhibit A. The District established a Rate and Method of Apportionment of Special Tax (RMA) and a Reimbursement (Payment) Agreement as shown in the Appendix as Exhibit B and C. In compliance with the proceedings governing the formation of CFD No. 2004-1, the special tax has been levied on each assessable parcel within the District according to the provisions of the RMA.

The City of Santa Fe Springs granted the Development Plan Approval (“DPA No. 778-785”) authorizing the principle sum of \$700,000 on February 26, 2004. The Reimbursement Agreement that was provided for in the DPA established a 15-year, fully amortized repayment schedule with interest accruing from the date of the loan.

The payments should have commenced in Fiscal Year 2004-05 and continued until Fiscal Year 2019-20. As of the close of Fiscal Year 2009-10, no payments had been received from the property owners in CFD 2004-1.

It was determined by the City Finance Department and legal counsel to amend the RMA with a revised Payment Schedule to begin collecting payments commencing in Fiscal Year 2011-12. The Amended and Restated RMA was approved in a property owner special election on July 14, 2011. Prior to Amending the District, the property owners were offered the option of paying off their portion of the loan interest free (including unpaid interest).

In March 2016, parcel 8011-016-026 paid off their lien. The debt schedule and tables in this report have been revised to reflect that change.

The Special Taxes as hereinafter defined shall be levied on all remaining Assessor’s Parcels in CFD No. 2004-1 and collected each Fiscal Year commencing in Fiscal Year 2011-12, in the amounts determined as described below. All of the real property in CFD No. 2004-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

The City agreed to waive the interest and administrative cost associated with the District for the years prior to Fiscal Year 2011-12.

I. FACILITIES AND SERVICES FINANCED BY THE DISTRICT

The public facilities financed by CFD No. 2004-1 include all or a portion of design, construction, indirect costs (fees) and administration relating to the following improvements: the installation of a new traffic signal and a reclaimed water line to serve the area within the boundaries of CFD No. 2004-1, together with appurtenances and appurtenant work. All improvements are complete.

Development Status

Construction has been complete since 2005. The total Assessed Value and number of properties sold since 2004 are shown in the following table.

**TABLE 1
PARCEL STATUS**

	<u>Total Parcels</u> <u>2019-20</u>	<u>Total</u> <u>Assessed Value</u> <u>2019-20</u>	<u>Properties</u> <u>Sold Since</u> <u>2004</u>
Developed Non-Residential Property	8	\$ 37,455,543	0
Undeveloped Non-Residential Property	0	\$ -	0
Total	<u><u>8</u></u>	<u><u>\$ 37,455,543</u></u>	<u><u>0</u></u>

II. IMPROVEMENT AREA

The RMA for Services establishes the apportionment of Special Taxes for Capital Improvements.

Each Fiscal Year, each developed parcel of land within the Special Tax for Services area shall be subject to Special Taxes in accordance with the RMA.

The Special Tax amount attributed to each parcel is apportioned by the relative square footage of the building on each property. As of the date the District was amended and Restated in July 2011, all the development was complete and the annualized tax schedule commenced for each property according to the revised payment schedule. The following table represents the revised annualized tax schedule after applying the paid lien in 2016.

**TABLE 2
COMMUNITY FACILITIES DISTRICT**

Address	Bldg SF	Total Obligation	Amortized Annual Expense	Amortized Annual Exp./SF
12661 Corral Pl	19,973	Paid 2016	-	
12681 Corral Pl	112,014	\$208,792.14	\$20,748.19	\$0.1852
12662 Corral Pl	26,573	Paid 2011	-	
10818 Bloomfield Ave	35,384	\$65,955.16	\$6,554.13	\$0.1852
10838 Bloomfield Ave	16,356	\$30,487.30	\$3,029.60	\$0.1852
10928 Bloomfield Ave	21,399	Paid 2011	-	
10988 Bloomfield Ave	45,964	Paid 2011	-	
12680 Corral Pl	97,877	Paid 2011	-	
Total	375,540	\$305,234.60	\$30,331.92	

Note: Figures may be off slightly due to rounding.

III. ADMINISTRATIVE FEES

The RMA allows for the collection of fees associated with the servicing of the loan.

Each Fiscal Year, each developed parcel of land within the Special Tax for Services area shall be subject to their proportional share of the administrative fee based on the relative square footage of the building on each property in accordance with the RMA. The total administrative fee for Fiscal Year 2019-20 is \$7,590.49. When the District was Amended and Restated in Fiscal Year 2011-12, four of the original eight properties paid off their apportioned share of the loan and the City agreed to absorb the administrative costs that would have been paid by those four parcels. In 2016 an additional parcel paid off their share of the loan. Rather than reapportioning the total administrative fee to the remaining three properties, the City decided to keep ratio the same as prior years to avoid placing an additional burden to the remaining parcels. The tables have been modified to reflect this modification, resulting in an Administrative Fee of \$3,516.02, which is the amount that was collected from the remaining three parcels.

The following table represents proportional spread of the administrative fee for Fiscal Year 2019-20. The fee is subject to increase as set forth in the amended RMA.

TABLE 3

ADMINISTRATIVE FEE

Address	Bldg SF	Annual Expense	Annual Exp./SF
12661 Corral Pl	19,973	-	-
12681 Corral Pl	112,014	\$2,405.09	\$0.02147
12662 Corral Pl	26,573	-	
10818 Bloomfield Ave	35,384	\$759.74	\$0.02147
10838 Bloomfield Ave	16,356	\$351.19	\$0.02147
10928 Bloomfield Ave	21,399	-	
10988 Bloomfield Ave	45,964	-	
12680 Corral Pl	97,877	-	
Total	375,540	\$3,516.02	

Note: Figures may be off slightly due to rounding.

IV. SOURCES AND OBLIGATIONS

A statement showing the Sources and Obligations of special tax funds for CFD No. 2004-1 for Fiscal Year 2019-20 is presented in Table 4. The Special Tax Requirement for Fiscal Year 2019-20 was determined as specified in the adopted RMA.

**TABLE 4
 SOURCES AND OBLIGATIONS**

<u>Sources</u>	Fiscal Year 2018-19 Amount	Fiscal Year 2019-20 Amount
Annual Special Tax Roll		
Developed Property	\$33,755.50	\$33,847.94
Undeveloped Property	\$0.00	\$0.00
Subtotal	\$33,755.50	\$33,847.94
Total Special Taxes From All Sources	\$33,755.50	\$33,847.94
<u>Obligations</u>		
Debt Service	\$30,331.92	\$30,331.92
Collected Administration and Incidentals	\$3,423.58	\$3,516.02
Fund Balance (Reserve)	\$0.00	\$0.00
Subtotal	\$33,755.50	\$33,847.94
Surplus/(Shortage) to District	\$0.00	\$0.00
Total Obligations For Special Taxes	\$33,755.50	\$33,847.94

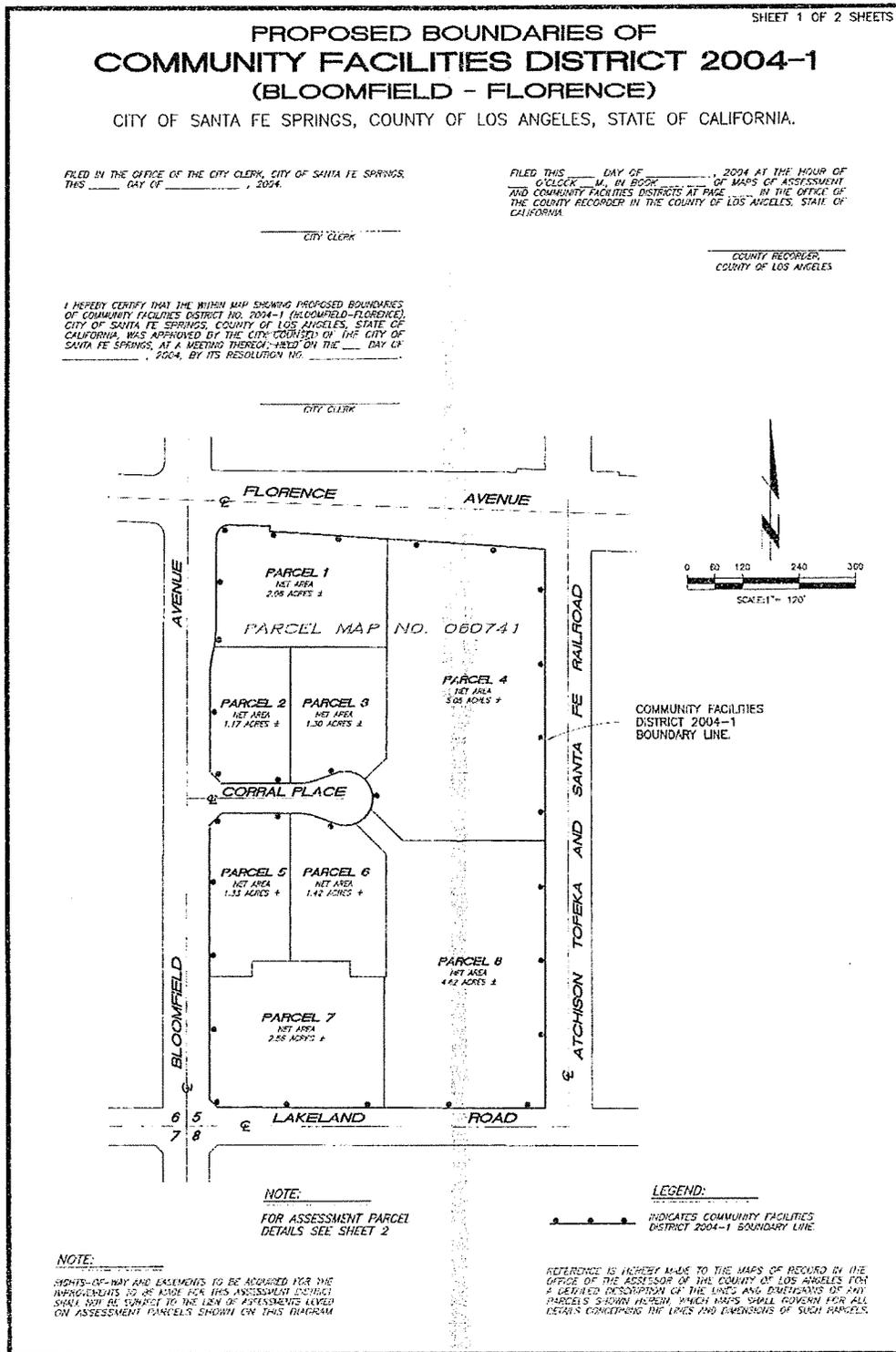
V. SPECIAL TAX ROLL

The Special Tax Roll lists the special tax levy on each parcel within the boundaries of CFD No. 2004-1 for Fiscal Year 2019-20. A copy of the Special Tax Roll is included in the Appendix of this report as Exhibit E.

EXHIBIT A

Boundary Map





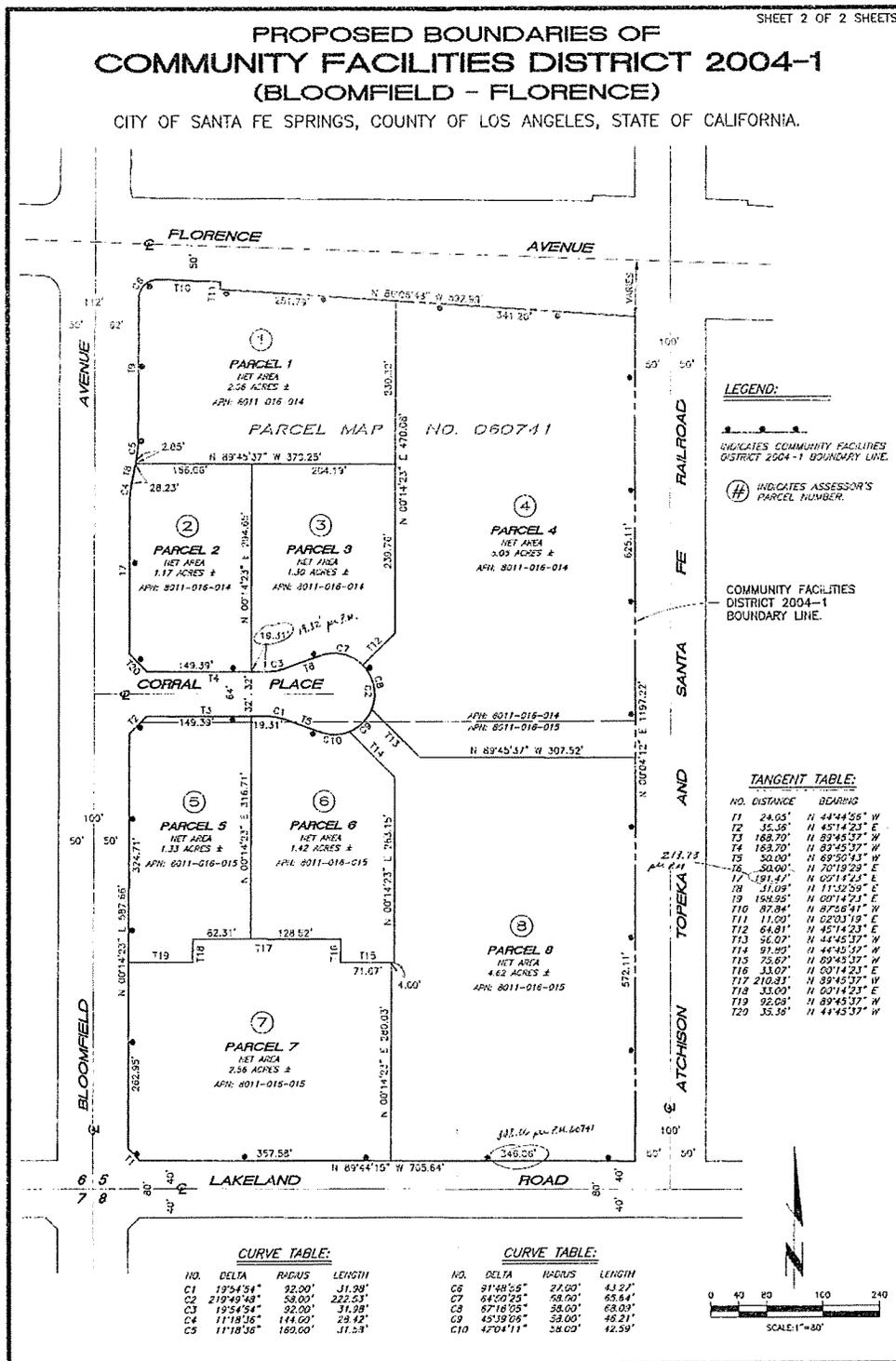


EXHIBIT B

***Amended and Restated Rate and Method of
Apportionment of the Special Tax***



EXHIBIT C
REIMBURSEMENT AGREEMENT

Reimbursement Agreement

REIMBURSEMENT AGREEMENT

This Agreement is made and entered into as of September 23, 2004, by and between the City of Santa Fe Springs ("City"), the Community Development Commission of the City of Santa Fe Springs ("CDC") and Bloomfield Partners II, LLC, a Delaware limited liability company ("Developer").

RECITALS:

- A. Developer intends to develop that certain real property located in City, legally described in Exhibit "A" attached hereto (the "Property").
- B. On February 23, 2004, City's Planning Commission granted Development Plan Approval No. 778-785 (the "DPA") for Developer's proposed development of the Property (the "Project"); on February 26, 2004, CDC also approved the DPA. A copy of the DPA is attached hereto as Exhibit "B", and is incorporated by reference as though fully set forth herein.
- C. The DPA requires that the parties enter into this Agreement.
- D. Developer intends to subdivide the Property into eight (8) separate legal parcels.

Based on the Recitals set forth above and the mutual promises set forth below, the parties agree as follows:

- 1. City shall pay for and contract for the construction of the following items of public infrastructure pertaining to the Project: (a) the new traffic signal to be located at the intersection of Bloomfield Avenue and the new cul-de-sac street (Corral Place) to be constructed to lead into the Property; and (b) the reclaimed water line to be located beneath Bloomfield Avenue (both set forth in DPA Condition No. 30).
- 2. CDC shall loan to Developer an amount not to exceed \$700,000 (the "Loan"), to be used by Developer to pay for the construction of the following items of public infrastructure and related costs pertaining to the Project: (a) a public cul-de-sac street (DPA Condition No. 2); (b) the resurfacing of portions of the streets adjacent to the Project (DPA Condition No. 5); (c) a sidewalk on Bloomfield Avenue (DPA Condition No. 6); (d) street sign replacements (DPA Condition Nos. 11 and 12—to be performed by City and reimbursed by Developer); (e) re-striping required by traffic study (DPA Condition No. 13); (f) storm drain costs (DPA Condition No. 20); (g) demolition of existing improvements to make way for new public improvements; (h) landscaping within public right-of-way along Bloomfield, Lakeland and Florence; (i) costs associated with the mitigation of environmental impacts; (j) costs for public storm drain facilities; (k) any other public improvements deemed appropriate by mutual agreement of the parties; (l) all permits, fees, soft costs or other costs associated with the public infrastructure, including City art fees; and (m) interest accruing from the date of funding until the date of issuance of the last of the eight building permits.
- 3. The loan shall bear simple interest at an annual rate of 5.75%. Principal and interest shall be paid on a 15-year, fully amortized schedule with interest accruing from the date of the loan. Funding of the loan from CDC to Developer shall be completed within ten (10) business days of the submission of a written request for such funding from Developer to CDC.

RECEIVED
CITY OF SANTA FE SPRINGS
PUBLIC WORKS
2004

705269.04/OC
57335-451/9-14-04/wrd/wrd

DPA



Reimbursement Agreement

4. It is the intention of the parties that City will form a Community Facilities District ("CFD") comprised entirely of the eight (8) parcels ("Parcels") to be created by Developer's subdivision of the Property, for the purpose of repaying the Loan. The percentage of the special tax on each subdivided parcel shall be based on the relative size of the building to be constructed on each such parcel. The amount of the special tax for each subdivided parcel shall, in combination with the special tax amounts for the other subdivided parcels, be equivalent to the annual payment obligation of the loan and shall, when delivered to the City, constitute the annual payment of the loan. See the proposed CFD Repayment Allocation Schedule attached as Exhibit "C". It is the intention of the parties that Developer pay the cost of forming such CFD.

5. No funds shall be released until after the CFD is formed. Upon formation of the CFD, the City shall record separate special tax liens against each of the Parcels so the tax can appear on the tax roll. Thereafter, payments on the loan shall be made to City semi-annually, through the property tax bills on the Parcels. The first payment shall be due the later of (i) December 2005 or (ii) the first tax payment date on which the special tax lien is reflected on the tax bills of the Parcels.

6. This Agreement shall be assignable and shall run with the land, inure to the benefit of and be binding upon the parties, and all of their successors and assigns.

7. This document contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements. No amendment hereto, or waiver of any provision hereof, can be made except in a writing executed by both parties.

Intending to be legally bound, the parties have executed this Agreement, below, as of the date first set forth above.

CITY OF SANTA FE SPRINGS


Mayor

Attest:


City Clerk

COMMUNITY DEVELOPMENT
COMMISSION OF THE CITY OF SANTA FE
SPRINGS

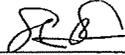

Chairman

Attest:


Commission Secretary

EXHIBIT C
Reimbursement Agreement

Approved as to form.



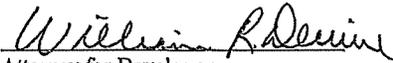
City/CDC Attorney

BLOOMFIELD II, LLC, a Delaware limited liability company



(By)

Approved as to form.



Attorney for Developer

EXHIBIT C
Reimbursement Agreement

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

BEING A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 11 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, LYING WEST OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD RIGHT OF WAY, AS RECORDED AS PARCEL MAP NO. 06741 IN BOOK _____, PAGES _____ TO _____.

EXCEPT THEREFROM ANY STREETS OF RECORD.



Reimbursement Agreement



11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org
February 27, 2004 Re: Development Plan Approval Case No. 778-785
Modification Permit Case No. 1154

Peter Rooney
Sares-Regis Group
18802 Bardeen Avenue
Irvine, California 92612-1521

Dear Mr. Rooney:

The Planning Commission and Community Development Commission, at their respective meetings held February 23, 2004 and February 26, 2004, took action on your request for Development Plan Approval Case Nos. 778-785 to allow the construction of eight (8) concrete, tilt-up industrial buildings totaling approximately 383,177 sq ft and a Modification of Property Development Standards (Modification Permit Case No. 1154) to reserve and not provide a portion of the required number of parking spaces on the 19.51-acre property located on the east side of Bloomfield Avenue between Florence Avenue to the north, Lakeland Road to the south and the Burlington Northern Santa Fe Railroad (BNSF) track to the east, in the M-2, Heavy Manufacturing, Zone within the Consolidated Redevelopment Project Area.

The Planning Commission and Community Development Commission approved your requests subject to the following conditions:

1. The owner and/or developer shall dedicate a street right-of-way easement as required to accommodate construction of a northbound right-turn-only lane on the southeast corner of Bloomfield Avenue and Florence Avenue. Dedication shall be at no cost to the City. The dedicated area shall be kept clear of any permanent structure and shall be landscaped and maintained until such time as the lane is constructed by the City.
2. The owner and/or developer shall construct the new cul-de-sac street in accordance with City requirements and shall dedicate a street right-of-way easement to the City for the new street. All work and dedication is to be done at no cost to the City.

Gustavo R. Velasco, Mayor, Betty Putnam, Mayor Pro-Tempore
City Council
Louie González • Ronald S. Kemms • Joseph D. Serrano, Sr.
City Manager
Frederick W. Lathrum

Item No.

Reimbursement Agreement

3. The owner and/or developer shall prepare a Street Improvement Plan for all street improvements to be completed on all street frontages, including new improvements and modifications to existing improvements. This includes the new cul-de-sac street and any changes needed to implement traffic mitigation measures. Said Plan shall be prepared by a Registered Civil Engineer in accordance with City standards and approved by the City Engineer before any street improvements are installed.
4. The owner and/or developer shall install streetlights on the new cul-de-sac in accordance with plans to be prepared by the City and shall reimburse the City for 100% of the actual cost of design, engineering and inspection of the streetlights.
5. The owner and/or developer shall slurry/resurface the Bloomfield Avenue, Lakeland Road and Florence Avenue street frontages to the centerline of each street, excluding intersections and concrete areas, if required, to the satisfaction of the City Engineer.
6. The owner and/or developer shall construct 5-foot-wide meandering sidewalks within a dedicated easement along Bloomfield Avenue.
7. The owner and/or developer shall agree to the addition of a cost-of-living adjustment to the existing Street Light Assessment District. Annual adjustments shall be based on the Consumer Price Index for Los Angeles County.
8. The owner and/or developer shall install all water mains and facilities needed to supply fire, domestic and irrigation water to the site in accordance with City requirements. Minimum water main size is 12-inch diameter. A Water System Plan shall be developed that shows how all systems and buildings will connect to off-site water lines and how all on-site lines serving the site will be located. Water system for the site will need to be supplied through two points of connection to off-site mains. Facilities within dedicated street right-of-way and any on-site facilities to be dedicated to the City must be designed and constructed in accordance with City standards. Said Plan shall be prepared by a Registered Civil Engineer and approved by the Public Works and Fire Departments before any water facilities are installed.
9. The owner and/or developer shall comply with Congestion Management Program (CMP) requirements and provide mitigation of trips generated by the development. The owner and/or developer will receive credit for demolition of any buildings which formerly occupied the site to the extent they generated traffic. If owner and/or developer cannot meet the mitigation requirements, the owner and/or developer shall pay a mitigation fee to be determined by the City Engineer for offsite transportation improvements.

Reimbursement Agreement

10. The owner and/or developer shall agree to participate in a future street maintenance district or other type of benefit assessment district to slurry seal, resurface and reconstruct the street frontage on regular intervals (5-year, 10-year and 20-year intervals, respectively, as determined by the City Engineer). The owner shall retain the right to challenge the costs and method of spreading future assessments.
11. The owner and/or developer shall reimburse the City for 100% of the actual cost for the installation/replacement of street name signs, traffic control signs and pavement markings. The City will complete the work.
12. Adequate "on site" parking shall be provided per City requirements, and adjacent public streets, including the new cul-de-sac street, shall be posted "No Stopping Any Time." The City will cause off-site signage to be installed. The cost of sign installation shall be paid by the owner/developer.
13. A traffic study has been prepared by a Professional Engineer and submitted as required by the City. The traffic study shows the present traffic in the area and projected traffic after the development of the property and includes an analysis of the following intersections: Florence Avenue and Bloomfield Avenue; Florence Avenue and Shoemaker Avenue; Florence Avenue and Norwalk Boulevard; Telegraph Road, Bloomfield Avenue and Santa Fe Springs Road; Telegraph Road and Norwalk Boulevard; Lakeland Road and Norwalk Boulevard; and Florence Avenue and Pioneer Boulevard. Owner and/or developer agree that the improvements and mitigation measures recommended by the study shall be completed to the satisfaction of the City Engineer before the project is occupied.
14. The owner and/or developer shall agree to modify the southbound left-turn lane on Bloomfield Avenue at the intersection with the proposed cul-de-sac street or implement on-site mitigation measures to limit the number of trucks using the left-turn lane to eliminate the backup of left-turning traffic into the southbound through-lane of Bloomfield Avenue should that situation begin to occur on a regular basis.
15. The landscape irrigation system shall be connected to the reclaimed water line to be installed by the City. Separate meter(s) shall be installed by owner and/or developer to accommodate connection of irrigation systems to the water line.
16. Access to the site from existing public streets and any new streets shall be approved by the City Engineer. All points of access must be located, sized and designed to accommodate the volume and type of traffic that will be entering and leaving the site. Access points shall be located so that traffic generated by the development will not adversely affect the flow of traffic on any adjacent City Street.

Reimbursement Agreement

17. A grading plan shall be submitted for drainage approval by the City Engineer. The owner/developer shall pay drainage review fees in conjunction with this submittal. The grading plan shall be prepared by a professional engineer registered in the State of California.
18. A hydrology study shall be submitted to the City if requested by the City Engineer. The study shall be conducted by a Professional Engineer.
19. A soils report shall be prepared and submitted as directed by the City Engineer.
20. A Storm Drain Plan shall be developed that shows all on-site and off-site drainage facilities. The existing drainage ditch located in the southeast corner of the site shall be replaced with an underground system that is not located under any permanent structure. New easements shall be granted to accommodate the new location of this facility. The storm drain system shall be designed and constructed in accordance with City Standards and requirements. Property owner shall obtain a Storm Drain Connection permit for any connection to the City or County storm drain system. Plan shall be prepared by a Registered Civil Engineer and approved by the City Engineer before any storm drain facilities are installed.
21. The east and south frontages of the development shall be designed to accommodate the future grade separation on Lakeland Road at the BNSF Railroad. Areas needed for temporary or permanent easements shall be kept clear of any permanent structures. Owner shall be entitled to the full use of said easement areas until such time as construction is ready to begin and shall be compensated for said easements by separate agreement prior to the beginning of construction.
22. The owner and/or developer shall install all sewer mains and facilities needed to supply sewer service to the site in accordance with City requirements. A Sewer System Plan shall be developed that shows how all systems and buildings will connect to off-site sewer lines and how all on-site lines serving the site will be located. A sewer study shall be submitted to document how sewer mains have been sized. Facilities within dedicated street right-of-way and any on-site facilities to be dedicated to the City must be designed and constructed in accordance with City standards. Said Plan shall be prepared by a Registered Civil Engineer and approved by the City Engineer before any sewer facilities are installed.
23. The owner and/or developer shall comply with all requirements of, make application to, and pay all fees required by the County Sanitation Districts of Los Angeles County to provide for sewer service to the project site.

Reimbursement Agreement

24. Upon completion of public improvements constructed by developers, the developer's civil engineer shall submit Mylar record drawings and AutoCAD V.14 drawing files to the office of the City Engineer.
25. Final parcel map checking of \$3,900 plus \$260 per parcel shall be paid to the City. Developer shall comply with Los Angeles County's Digital Subdivision Ordinance (DSO) and submit final maps to the City and County in digital format.
26. No common driveways shall be allowed unless approved by the City Engineer. Proposed driveways shall be located to clear existing fire hydrants, streetlights, water meters, etc.
27. All known abandoned oil wells, pipelines, tanks and related lines, between the existing curb and right-of-way, and within the right-of-way line, excluding the two utility casings in Bloomfield Avenue, and one utility casing in Lakeland Road, and within the areas to be dedicated for the right-turn-only lane, new cul-de-sac street, and meandering sidewalk easement, that hinder construction of improvements within those areas shall be removed unless otherwise approved by the City Engineer.
28. Developer shall comply with the National Pollutant Discharge Elimination System (NPDES) program and shall require the general contractor to implement storm water/urban runoff pollution prevention controls and Best Management Practices (BMP's) on all construction sites in accordance with Chapter 52 of the City Code. The owner/developer will also be required to submit a Certification for the project and may be required to prepare a Storm Water Pollution Prevention Plan (SWPPP). Projects over 5 acres in size will be required to file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB). The owner/developer can obtain the current application packet by contacting the SWRCB, Division of Water Quality at (916) 657-1977 or by downloading the forms from their website, at <http://www.swrcb.ca.gov/stormwtr/construction.html>. The project shall also conform to Ordinance 915 regarding the requirements for the submittal of a Standard Urban Storm Water Mitigation Plan ("SUSMP"). The SUSMP includes a requirement to implement Post Construction BMP's to mitigate (infiltrate or treat) the first 3/4" of runoff from all storm events and to control peak-flow discharges. Unless exempted by the Los Angeles Regional Water Quality Control Board, a Covenant and Restriction ensuring the provisions of the approved SWPPP shall also be required.
29. The owner and/or developer shall provide at no cost to the City one Mylar print of the recorded parcel map from the County of Los Angeles Department of Public Works, P.O. Box 1460, Alhambra, CA 91802-1460, Attention: Bill Slenniken (626) 458-5131.

Reimbursement Agreement

30. An Agreement shall be executed and recorded in the Office of the Los Angeles County Recorder that addresses the obligations of the owner and/or developer and City regarding the following work that is to be completed and paid for by the City:
- Installation of a traffic signal at the intersection of Bloomfield Avenue and the new cul-de-sac street.
 - Extension of a reclaimed water line southerly in Bloomfield Avenue from Florence Avenue to a point south of Lakeland Road.

Agreement shall be subject to the approval of the City Attorney and executed by the owner and/or developer before a certificate of occupancy is issued by the City.

31. That an "Owners' Association" or a Community Association shall be created with CC&R's stipulating maintenance requirement for landscaping and all common areas of the development. Level of maintenance shall be to the highest of standards as required by the City, and all maintenance costs shall be borne by the Association. Such CC&R's shall be subject to the approval of the Director of Planning and Development.
32. A Reciprocal Access Easement Agreement covering each parcel of the subject map shall be prepared, executed and recorded in the Office of the Los Angeles County Recorder. Such Agreement and any CC&R's shall be subject to the approval of the City Attorney.
33. That the fire sprinkler plans, which show the proposed double-check valve detector assembly location, shall have a stamp of approval from the Planning Department and Public Works Department prior to the Fire Department's review for approval. Disinfection, pressure and bacteriological testing on the line between the street and detector assembly shall be performed in the presence of personnel from the City Water Department. The valve on the water main line shall be operated only by the City and only upon the City's approval of the test results.
34. That if the Department of Planning and Development requires that the double-check detector assembly be screened by shrubs or any other material, the screening shall only be applicable to the double-check detector assembly and shall not include the fire department connector (FDC). Notwithstanding, the Fire Marshall shall have discretionary authority to require the FDC to be located a minimum distance from the double-check detector assembly.

Reimbursement Agreement

35. That all projects over \$50,000 are subject to the requirements of Ordinance No. 914 to reuse or recycle 75% of the project waste. Contact Recycling Coordinator, Department of Planning and Development at (562) 868-0511.
36. That the owner/developer shall comply with Public Resource Code, Section 42900 et. seq. (California Solid Waste Reuse Recycling Access Act of 1991 (Act) relating to providing adequate areas for collection and loading of recyclable materials in development projects.
37. That the applicant shall comply with the City's "Heritage Artwork in Public Places Program" in conformance with City Ordinance No. 909.
38. That all buildings over 5,000 sq ft shall be protected by an approved automatic sprinkler system.
39. That the owner shall comply with the requirements of Section 117.131 of the Santa Fe Springs Municipal Code, Requirement for a Soil Gas Study.
40. That the interior gates or fences are not permitted across required Fire Department access roadways.
41. That if on-site fire hydrants are required by the Fire Department, a minimum flow must be provided at 2,500 gpm with 1,500 gpm flowing from the most remote hydrant.
42. That the minimum width of required Fire Department access roadways shall be not less than twenty-six (26) feet with a minimum clear height of thirteen (13) feet six (6) inches. Internal driveways shall have a turning radius of not less than fifty-two (52) feet.
43. That prior to submitting plans to the Building Department or Planning Commission, a preliminary site plan shall be approved by the Fire Department for required access roadways and on-site fire hydrant locations. The site plan shall be drawn at a scale between 20 to 40 feet per inch. Include on plan all entrance gates that will be installed.
44. That Knox boxes are required on all new construction. All entry gates shall also be equipped with Knox boxes or Knox key switches for power-activated gates.
45. That signs and markings required by the Fire Department shall be installed along the required Fire Department access roadways.

Reimbursement Agreement

46. That prior to issuance of building permits, the applicant shall comply with the following conditions to the satisfaction of the City of Santa Fe Springs:
- A. Owner/developer shall obtain a "Closure Letter," "No Further Action Letters" or other appropriate documentation certifying that the required soil remediation standards have been achieved shall be secured from the Los Angeles Regional Water Quality Control Board.
 - B. Owner/developer shall submit a soils management plan (SMP) which addresses site monitoring and potential soil remediation activities during site development is required. The SMP must be approved by the Fire Department prior to the issuance of a grading permit. A final SMP report must be submitted and approved once the grading is complete.
 - C. Permits and approvals. Owner/developer shall, at its own expense, secure or cause to be secured any and all permits or other approvals, which may be required by the City and any other governmental agency having jurisdiction as to the environmental condition of the Property. Permits shall be secured prior to beginning work related to the permitted activity.
 - D. Covenants.
 - 1. Owner/developer shall provide a written covenant to the Planning Commission that, except as may be revealed by the environmental remediation described above and except as applicant may have otherwise disclosed to the City, Commission, Planning Commission or their employees, in writing, applicant has investigated the environmental condition of the property and does not know, or have reasonable cause to believe, that (a) any crude oil, hazardous substances or hazardous wastes, as defined in state and federal law, have been released, as that term is defined in 42 U.S.C. Section 9601 (22), on, under or about the Property, or that (b) any material has been discharged on, under or about the Property that could affect the quality of ground or surface water on the Property within the meaning of the California Porter-Cologne Water Quality Act, as amended, Water Code Section 13000, et seq.
 - 2. Owner/developer shall provide a written covenant to the City that, based on reasonable investigation and inquiry, to the best of owner/developer knowledge, it does not know or have reasonable cause to believe that it is in violation of any notification, remediation or other requirements of any federal, state or local agency having jurisdiction concerning the environmental conditions of the Property.

Reimbursement Agreement

3. Owner/developer understands and agrees that it is the responsibility of the applicant to investigate and remedy, pursuant to applicable federal, state and local law, any and all contamination on or under any land or structure affected by this approval and issuance of related building permits. The City, Commission, Planning Commission or their employees, by this approval and by issuing related building permits, in no way warrants that said land or structures are free from contamination or health hazards.
4. Owner/developer understands and agrees that any representations, actions or approvals by the City, Commission, Planning Commission or their employees do not indicate any representation that regulatory permits, approvals or requirements of any other federal, state or local agency have been obtained or satisfied by the applicant and, therefore, the City, Commission, Planning Commission or their employees do not release or waive any obligations the applicant may have to obtain all necessary regulatory permits and comply with all other federal, state or other local agency regulatory requirements. Applicant, not the City, Commission, Planning Commission or their employees, will be responsible for any and all penalties, liabilities, response costs and expenses arising from any failure of the applicant to comply with such regulatory requirements.
47. That all known abandoned pipelines, tanks and related facilities shall be removed unless approved by the City Engineer and Fire Chief. Appropriate permits for such work shall be secured before abandonment work begins.
48. That the owner shall require all tenants, prior to occupancy, to acquire a Business Operations Tax Certificate (BOTC) from the Department of Finance and submit an approved Statement of Intended Use Form to the Santa Fe Springs Fire Department.
49. That the owner/developer shall comply with all Federal, State and local requirements and regulations included, but not limited to, the Santa Fe Springs City Municipal Code, Uniform Building Code, Uniform Fire Code, Certified Unified Program Agency (CUPA) programs, the Air Quality Management District's Rules and Regulations and all other applicable codes and regulations.
50. That the owner shall comply with all conditions, limitations and requirements of the approved Industrial Wastewater Discharge Permit in addition to applicable sections of the Wastewater Ordinance and Chapter 97 of the City Code, as it relates to industrial waste disposal. The owner/operator shall submit an Industrial Wastewater Discharge Permit Application prior to generating, storing, treating or discharging any industrial wastewater to the sanitary sewer.

Reimbursement Agreement

51. That the owner shall comply with for the Regional Water Quality Control Board's Stormwater Pollution Prevention Plan permit requirements.
52. That the owner/developer shall submit for approval to the Police Services Department of the City a lighting and security plan for the property. The lighting shall be installed to provide adequate lighting throughout the property. Further, all exterior lighting shall be designed/installed in such a manner that light and glare are not transmitted onto adjoining properties in such concentration/quantity as to create a hardship to adjoining property owners or a public nuisance.
53. That the owner/developer shall provide an emergency phone number and a contact person to the Department of Police Services and the Fire Department. Emergency information shall allow emergency service to reach the applicant or their representative any time, 24 hours a day.
54. That approved suite numbers/letters or address numbers shall be placed on the proposed building in such a position as to be plainly visible and legible from the street fronting the property. Said numbers shall contrast with their background. The size recommendation shall be 12" minimum.
55. That all roof-mounted mechanical equipment and/or duct work which projects above the roof or roof parapet of the proposed development and is visible from adjacent property or a public street at ground level shall be screened by an enclosure which is consistent with the architecture of the building and approved by the Director of Planning and Development.
56. That the owner/developer shall submit for approval a detailed landscape and automatic irrigation plan pursuant to the Landscaping Guidelines of the City. Said landscape plan shall indicate the location and type of all plant materials to be used and shall include 2 to 3 foot high berms (as measured from the parking lot grade elevation), shrubs designed to fully screen the interior yard and parking areas from public view and 24" box trees along the street frontage.
57. That the owner shall be responsible for his tenants and require that all work is performed inside the building. No portion of the required off-street parking area shall be used for outdoor storage of any type or for special-event activities, unless prior written approval is obtained from the Director of Planning and Development and the Fire Marshall.



Reimbursement Agreement

58. That in order to facilitate the removal of unauthorized vehicles parked on the property, the applicant shall post, in plain view and at each entry to the property, a sign not less than 17" wide by 22" long. The sign shall prohibit the public parking of vehicles and indicate that vehicles will be removed at the owner's expense and that a citation may be issued for the violation. The sign shall also contain the telephone number of the local law enforcement agency. The lettering within the sign shall not be less than one inch in height.
59. That all vehicles associated with the businesses on the subject property shall be parked on the subject site at all times. Off-site parking is not permitted and may result in the restriction or revocation of privileges granted under this Permit. In addition, any vehicles associated with the property shall not obstruct or impede any traffic.
60. That the location of electrical transformers shall be subject to the approval of the Planning Department.
61. That all fences, walls, signs and similar improvements for the proposed development shall be subject to the approval of the Fire Department and the Department of Planning and Development.
62. That pursuant to the sign standards of the Zoning Ordinance and related sign guidelines of the City, a comprehensive sign program for the proposed development shall be prepared and submitted to the Director of Planning and Development for approval. All signs shall be installed in accordance with the approved sign program.
63. That a sufficient number of approved outdoor trash enclosures shall be provided for the development subject to the approval of the Director of Planning and Development.
64. That the "mainline railroad right-of-way," which is considered as a "public way" as per Los Angeles County Building Code Manual No. 505.1, Article 1, and is located adjacent to Buildings 4 and 8 as depicted on the approved site plan dated February 17, 2004, for the proposed development, may be used to increase the basic allowable area of Buildings 4 and 8, as per Section 505.1 of the Los Angeles County Building Code (2002 Edition).
65. That the final plot plan, floor plan and elevations of the proposed development and all other appurtenant improvements, textures and color schemes shall be subject to the final approval of the Director of Planning and Development.

Reimbursement Agreement

66. That the development shall otherwise be substantially in accordance with the plot plan, floor plan and elevations submitted by the owner and on file with the case.
67. That Development Plan Approval Case Nos. 778-785 shall not be valid until approved by the Community Development Commission and shall be subject to any other conditions the Commission may deem to impose.
68. That Development Plan Approval Case Nos. 778-785 shall not be effective for any purpose until the owner/developer has filed with the City of Santa Fe Springs an affidavit stating he/she is aware of and accepts all of the conditions of approval.
69. That the owner/developer agrees to defend, indemnify and hold harmless the City of Santa Fe Springs, its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the City or any of its councils, commissions, committees or boards concerning Development Plan Approval Case Nos. 778-785 when action is brought within the time period provided for in the City's Zoning Ordinance, Section 155.865. Should the City, its agents, officers or employees receive notice of any such claim, action or proceeding, the City shall promptly notify the owner/developer of such claim, action or proceeding and shall cooperate fully in the defense thereof.

Your attention is called to the fact that this approval is not effective until an affidavit has been signed and notarized to indicate your willingness to accept and abide by the conditions of this approval. Two copies of an affidavit are enclosed for this purpose. One copy is to be returned to this office upon completion; the second copy is for your files.

The Zoning Ordinance sets forth an appeal period of fourteen days, beginning with the date you receive this letter, during which any party aggrieved by the Commission's action can appeal the matter to the City Council. You are hereby notified that the time within which judicial review must be sought is governed by the provisions of California Code of Civil Procedure, Section 1094.6.



EXHIBIT D

***Debt Service Schedule
(Revised 2016)***



Debt Service Schedule (Revised 2016)

\$230,270 Principal Amount
 5.75% Interest Rate
 FY 25-26 last year of collection
 10 years of payment left
 0.131723 level debt factor (A/P)
 \$30,332 total annual installment due

Fiscal Year	Beginning Principal Balance	Principal	Interest	Principal + Interest Amount
FY 16-17	\$230,270	\$17,549	\$12,783	\$30,332
FY 17-18	\$212,721	\$18,585	\$11,747	\$30,332
FY 18-19	\$194,136	\$19,682	\$10,649	\$30,332
FY 19-20	\$174,454	\$20,844	\$9,487	\$30,332
FY 20-21	\$153,609	\$22,075	\$8,257	\$30,332
FY 21-22	\$131,534	\$23,378	\$6,953	\$30,332
FY 22-23	\$108,156	\$24,759	\$5,573	\$30,332
FY 23-24	\$83,397	\$26,220	\$4,111	\$30,332
FY 24-25	\$57,176	\$27,769	\$2,563	\$30,332
FY 25-26	\$29,408	\$29,408	\$924	\$30,332

EXHIBIT E
Special Tax Roll

EXHIBIT E
Special Tax Roll

Exhibit E
SPECIAL TAX ROLL

APN	Building Square Feet	Total Special Tax Amount FY 2019-20
8011-016-027	112,014	\$23,153.29
8011-016-033	35,384	\$7,313.87
8011-016-034	16,356	\$3,380.78
	163,754	\$33,847.94



City of Santa Fe Springs

City Council Meeting

November 12, 2020

NEW BUSINESS

Approval of 2021 Art Fest Event Professional Services Agreement

RECOMMENDATION:

- Authorize the Director of Community Services to execute a Professional Services Agreement with Crepes and Grapes Café, LLC. Sandra Hahn, for consulting services for the 2021 Art Fest event.

BACKGROUND

Due to Covid-19, the City did not hold its annual SFS Art Fest this past May 2020. The event had been planned; however, all City facilities and events were canceled due to the pandemic. Through the guidance and direction of the Heritage Arts Advisory Committee (HAAC), the City is planning to once again host its annual Art Fest on May 7, 2021 at the Clarke Estate. Prior to this past year, the event continued to successfully grow year after year. Participation of artists had increased to over 300 who showcased their art in a variety of mediums, and approximately 3,000 guests attend this festival annually.

At the October 8, 2019 City Council meeting, Council approved a Professional Services Agreement (PSA) with Crepes and Grapes Café, LLC. Sandra Hahn. The PSA was approved in the amount of \$50,000 for an expanded 2020 Art Fest which included a Juried Film Exhibit and enhanced Collector's Night (now known as the Preview & Art Showcase). This year, the amount of the agreement has decreased minimally to \$49,600. The Heritage Arts Advisory Committee (HAAC) and City staff recommend this agreement because of the consultant's 4 years of prior exemplary service.

In the event that the 2021 SFS Art Fest is canceled due to Covid-19, there will not be a virtual program. The costs of the virtual program were considered to be too cost prohibitive. In addition, payments to the consultant have been mostly deferred to further along in the planning process to allow for consideration of event cancellation.

The 2021 Art Fest will follow the same format as in previous years and will continue to include educational workshops, local artists and art vendors, art for purchase, and enhanced entertainment, food and beverages. The film component will also continue in 2021. Additionally, Ms. Hahn will be instrumental in coordinating and enhancing the Preview & Art Showcase (formerly Collector's Night) on Thursday, May 6, 2021. On this evening, our business residents will have an opportunity to enjoy an art mixer, view art, and purchase art pieces as well. We will work with the Santa Fe Springs Chamber of Commerce to promote this event and ensure its success.

The following are the anticipated services to be performed by the consultant for the 2021 Art Fest.



Pre-Art Fest Preparation:

- *Artist commissioning/recruitment* - "Calling All Artists" – Commission professional artists, recruit youth artists in the local middle schools, high schools, colleges and non-profit organizations. Also to include city employees and their family members.
- *Recruitment of Pop-up Artist Vendors* – Recruit and secure pop-up artist vendors to include cultural jewelry, handcrafted items, textiles, etc.
- *Juried Film International Exhibit/Film Freeway Platform* – Provide an "Open Call" for emerging filmmakers through Film Freeway. Recruitment of filmmakers to include a biography and cinematic screen shots of the artist's work.
- *Collector's Night – Thursday, May 6, 2021* – Coordinate all art mediums and display throughout select areas of the Clarke Estate. Create opportunities to meet with artists, film directors, actors and the business community.
- *Donations/Sponsorships/Silent Auction* – Solicit potential sponsorships, and donations for the silent auction component.
- *Curation of art work* – Receive, review and approve artist applications, oversee cataloguing and documentation of all artwork, work with artists on providing proper packaging of art for transportation.
- *Marketing* – Design and print the visual marketing materials (i.e. "Call to Artist" postcards, fliers, posters, program with map, and sponsorship brochure), SFS ARTFEST Logo, design ad for electronic billboards, with City's approval and specifications. Design and market "Silent Auction" materials, "Chalking It Up" Live installation competition, and Film Installation Screening. Consult with the City's Social Media Administrator for cross promotions and marketing materials using the City's logo and/or approved designs involving 2021 SFS ARTFEST through each party's social media forums (i.e. Facebook, Twitter, Instagram) and the website for the Heritage Arts in Public Places Program which will link with the consultant's website "Uptowncrawlers.com."

Art Fest Event Implementation:

- *Preview & Art Showcase* - Promote to Santa Fe Springs Chamber members to network among the artists, help engagement through cross-marketing efforts. This is a second night event for Community, Artists and Vendors.



City of Santa Fe Springs

City Council Meeting

November 12, 2020

- *Drop off / Installation / Pick up of art work* - Plan and coordinate with City staff for check-in, artwork drop-off, installation and return of all unsold artwork.
- *Sales of Art* - Work collaboratively with City staff to conduct all sales of art at the Art Fest event.

Post Art Fest and Evaluation Report:

- *Final Report* - Provide the City with a written summary and analysis report of all participating artists.

Meetings with City staff:

- Consultant will participate in all of the 2021 Art Fest Planning Committee meetings (meetings scheduled once a month, time and date to be determined). Meeting dates may be changed at the mutual consent of both parties.

PROPOSED TOTAL COST: \$49,600.00

The Mayor may call upon Joyce Ryan, Library Services Division Director, to answer any questions the Council may have regarding the Professional Services Agreement.

LEGAL REVIEW

The City Attorney has reviewed the revised Professional Services Agreement for Crepes and Grapes Café, LLC. Sandra Hahn.

FISCAL IMPACT

The funding to cover the \$49,600.00 for the 2021 Art Fest Consultant Professional Services Agreement is included in the approved Public Art & Art Education program fund (10511001) and has no impact on the City's general fund.

Raymond R. Cruz
City Manager

Attachments

1. City of Santa Fe Springs Professional Services Agreement with Crepes & Grapes Café, LLC. for 2021 SFS ARTFEST
2. 2021 SFS Art Fest Budget Proposal from Consultant

**CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
CREPES & GRAPES CAFÉ, LLC
FOR 2021 SFS ARTFEST**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 12th day of November, 2020 ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation ("CITY"), and Crepes & Grapes Café, LLC., a California corporation ("Consultant").

WITNESSETH:

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide consulting services for the 2021 Art Fest event, as more fully described herein; and

WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary requirements to practice and perform the services herein contemplated; and

WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described and attached hereto as Exhibit "A" and Consultant's Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

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

1.6. Non-Exclusive Agreement. Consultant acknowledges that 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.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference (the "Fee Schedule"). Consultant's total compensation shall not exceed \$49,600.00 (dollars).

2.2. Additional Services. Consultant shall not receive compensation for any services

provided outside the scope of services specified in Exhibits A and B unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within twenty-five (25) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until two (2) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Except for rain, neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, pandemics, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of seven months, ending on June 12, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by additional 1 year period upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be

prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Santa Fe Springs and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Santa Fe Springs shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including

exhibits to this Agreement.

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

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

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

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

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Crepes & Grapes, LLC.
Sandra Hahn
6560 Greenleaf Ave.
Whittier Ca, 90601

Tel:(562) 696-3255
Cell: (562) 708-1475

IF TO CITY:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670

Tel: (562) 868-0511

Attn: Maricela Balderas, Director
Department of Community
Services

Courtesy copy to:
City of Santa Fe Springs
9255 Pioneer Blvd
Santa Fe Springs, CA 90670
Attn: Joyce Ryan
Library Services Director

6.5. 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.

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

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

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

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. 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 City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable

worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

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

6.14. Conflict of Interest. Consultant and its officers, employees, associates and sub Consultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and sub Consultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or sub Consultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

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

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

6.21. Construction. The parties 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.

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

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

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

6.25. 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.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

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

CONSULTANT

Signature

Date: _____

Sandra Hahn, Chief Executive Officer

Social Security or Taxpayer ID Number

CITY OF SANTA FE SPRINGS

William K. Rounds
Mayor

Date: _____

ATTEST:

Janet Martinez, City Clerk

APPROVED AS TO FORM:

Ivy M. Tsai, City Attorney

Date: _____

APPROVED AS TO CONTENT:

Joyce Ryan
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Maricela Balderas
Director of Community Services

Date: _____

EXHIBIT A

SCOPE OF SERVICES

Artist Recruitment

- "Calling All Artists"—Commission professional artists, and recruit youth artists in local middle schools, high schools, colleges and non-profit organizations. Recruit and secure approximately 175 Artists with no more than two pieces of art per artist; medium of art should include but not limited to:
 - Fine Arts
 - Chalk artists (to provide live artwork in the making)
 - Street Art
 - Educational workshops/crafts
 - Caricature artist
 - Poetry
 - Performing artist/Live Installations
- Recruit and coordinate selection of two featured artists. Consultant shall provide a proposal of recommended Artists to be featured. The proposal shall include a biography and pictures of the artist's work which will be presented to the Heritage Arts Advisory Committee (HAAC). The HAAC will then select and vote on the featured and guest artists.
- Coordinate an informational artist recruitment orientation with local school administrators and organizations to communicate all requirements of artists and art fest application submittals.
- Help recruit and secure no less than twenty (20) pop-up artist vendors to include cultural jewelry, handcrafted items, textiles, etc.

Jury Competition and Art Handling of Awards

- Art Handling: Responsible for the handling of all artworks as well as transportation of all art.
- Coordinate all efforts with selected jury panel for art jury competition. Awards for Art Exhibit Categories: Painting, Sculpture, Photography, and Mixed Media.
- Best of Show Trophies & Ribbons will be rewarded.
- Consultant will provide honorariums for jury and awards.

Juried Film International Exhibit / Film Freeway Platform

- Shall provide "Open Call" for emerging filmmakers through Film Freeway.
- Recruitment of filmmakers will include a biography and cinematic screen shots of the artist's work.
- Approximately 8-15 filmmakers will be selected; dependent on film duration. Filmmakers will present their body of work. Set-up will include a filmmaker discussion during the festival.
- Consultant will provide materials and staff.
- Consultant will provide honorarium for host & film director.

Preview & Art Showcase - Thursday, May 6, 2021

- Coordinate all art with mediums, that have been judged, will be on display throughout select areas of the Clarke Estate. There will be opportunities to meet with artists, film directors, actors and the business community.

- Consultant shall provide staffing and arrange refreshments.

Donations/Sponsorships/Silent Auction

- Solicit potential sponsorships, and donations for to support Art Fest event. Consultant will receive a 10% finders fees for any secured sponsorships.
- Obtain artist artwork or other donations for silent auction component.
- Use auction software that specifically supports mobile virtual bidding and auction website creation; creation of an online auction catalog with our auction items; creation of description, starting bids and/or buy-it-now options.
- Consultant to heavily promote online pre-registration including pre-registration of payment methods.

Curation of art

- Receive, review and approve artist applications, oversee cataloging and documentation of all artwork, work with Artists on providing proper packaging of art for transportation. Cataloging Protocols should include a database file that possesses the following information: Artist Name, Name of Art Piece, Sale Price, Medium, Size, Photo and Location of Art / Artist.
- Collect, secure and store all submitted art work. City to provided location.
- Coordinate with Art Fest planning committee (City Staff) event layout and art components. Identify medium categories and display locations.

“Chalking It Up”

- Consultant shall provide “Open Call” for chalk artists to submit their work (i.e. a vivid sketch, statement, etc.). Selecting 2-4 artists to create live installations. Selected artists will be designated in areas throughout the festival grounds for a live competition.
- Consultant will provide collateral materials, recruitments, and jury packets.
- Consultant will provide awards and staffing.

Marketing

- Collaborate and consult the CITY’s Social Media Administrator to promote and market ARTFEST 2021 through each Party’s social media forums (i.e. Facebook, Twitter, and Instagram) which identifies marketing partnership under the Consultants name or business name.
- Attend various art events/shows (number & locations negotiable) representing the City throughout Southern California to promote and recruit participation in the 2021 SFS Art Fest.

Art Fest Event Implementation:

- Coordinate artist check-in and artwork drop to include completion of all necessary waivers.
- Plan and coordinate with City staff hanging of all artwork. Consultant shall solely be responsible for the handling of all artworks. This includes the following: 1) the hanging of all art as well as the transportation of all art; 2) All tools and equipment necessary to execute this directive. Consultant may use the City owned art displays, equipment, materials, such as ladders, display panels, hanging grids, hooks and easels.

- Responsible for labeling and tagging of all artwork, once hung. Consultant to provide art labeling and tags (City of SFS logo provided by City staff).
- Work collaboratively with CITY staff to conduct all sales of art at the Art Fest event. City will provide receipt to purchaser(s) of art sold; Consultant shall tag displayed items as sold; City staff will conduct all reporting of items sold and money collected; Report will include: Artist Info, Buyers Name and Contact Information including email, Sale Price, Artwork Name
- Consultant will be responsible for the take down and proper storage of artwork. Consultant will schedule pick up dates of Artwork at the Clarke Estate following the Art Fest event. Dates and times are to be negotiated with Consultant for the return of artwork. All uncollected artwork and silent auction items will be forfeited to the CITY and will be used as raffle items for future Art Fest events.

Post Art Fest and Evaluation

- Consultant will provide the City with a written evaluation report of all participating artists. Report will include an analysis of the marketing effort, the preparation process, the Art Fest event, the total of artists and Catalogue, pop-up artist and vendors, and total sales from Art Fest (City staff will provide financial information).

EXHIBIT B

CONSULTANT'S PROPOSALS

2021 SFS ARTFEST

PLAN A - PROPOSAL BUDGET

09-25-20 1st draft

ART INCOME	
City SFS Budget	48,000K \$0
Art Sales	\$1,000
Silent Art Auction	\$2,500
Art Sponsorships	\$2,000
TOTAL PROJECTED INCOME	\$5,500



MAY 7TH, 2021 ART FESTIVAL EXPENSES	
CONSULTANT FEE BREAKDOWN	
<p>MARKETING / ADVERTISING</p> <ul style="list-style-type: none"> - Collaborate and consult the CITY's Social Media Administrator to promote and market ARTFEST 2021 through each Parties social media forums (i.e. Facebook, Twitter, and Instagram) which identifies marketing partnership under the Consultants name or business name. - Attend various art events/shows (number & locations negotiable) representing the City throughout Southern California to promote and recruit participation in the 2021 SFS Art Fest. 	\$5,300
<p>DESIGN CONCEPT MATERIALS</p> <p>Design for print and visual marketing materials. "Call to Artists" postcards, Save the date cards, sponsorship brochure, event map program, designs website, social media banners, Chamber ADS, billboard, Silent Auction, Film Fest and other supporting materials.</p>	\$5,800
<p>PRINT COLLATERAL MATERIALS</p> <p>Postcards 10K, save-the-date fliers 10K, map event program 200pc, sponsorship brochure 200pc and artist banners. (SFS City responsible for postage & bulk mail expenses)</p>	\$5,500
<p>DEDICATED WEBSITES</p> <p>Manage and update applications for artists, vendors, and sponsorships as well as marketing efforts - www.artcrawlfest.com / We will be linking the Heritage Arts Advisory Committee & SFS City.</p>	\$5,500
<p>PREVIEW & ART SHOWCASE - THURSDAY, MAY 6, 2021</p> <ul style="list-style-type: none"> - Coordinate all art with mediums, that have been judged, will be on display throughout select areas of the Clarke Estate. There will be opportunities to meet with artists, film Directors, actors and the business community. - Consultant shall provide staffing and arrange refreshments. 	\$2,800
<p>FEATURED ARTISTS</p> <p>Recruit and or coordinate selection of featured artists; recommendation for two Feature Artists / Fine Arts and Film. The proposal shall include a biography and pictures of the artist's work which will be presented to the Heritage Arts Advisory Committee (HAAC). <i>The two featured artist and guest artist would receive a stipend, solely responsible for the handling of all artworks and art transportation by the Art Consultant.</i></p>	\$3,500
<p>ARTIST RECRUITMENT & CURATION OF ART</p> <ul style="list-style-type: none"> - "Calling All Artists"-Commission professional artist, and recruit youth artists in local middle schools, high schools, colleges and non-profit organizations. Recruit and secure no more than 175 Artists with no more than two pieces of art per artist, Medium of art should include but not limited to: <ul style="list-style-type: none"> • Fine Art: Visual art considered to have been created primarily for aesthetic purposes and judged for its beauty and meaningfulness, specifically, painting, sculpture, drawing, watercolor, and mixed media. • Chalk Artists - to provide live artwork in the making. Artists Fees paid by SFS City • Street Art / Caricature Artist • Educational Workshops / Crafts • Performing Artist / Live Installations / Poetry / Spoken Word - Coordinate an informational artist recruitment orientation with local school administrators and organizations to communicate all requirements of artists and art fest application submittals. - Help recruit and secure no less than Twenty (20) pop-up artist vendors to include cultural jewelry, handcrafted items, textiles, etc. - Collect, secure and store all submitted art work. City to provided location. - Coordinate with Art Fest planning committee (City Staff) event layout and art components. Identify medium categories and display locations. 	\$8,900

MAY 7TH, 2021 ART FESTIVAL EXPENSES	
<p>ART FEST EVENT IMPLEMENTATION:</p> <ul style="list-style-type: none"> - Coordinate artist check-in and artwork drop to include completion of all necessary waivers. - Plan and coordinate with City staff hanging of all artwork. Consultant shall solely be responsible for the handling of all artworks. This includes the following: 1) the hanging of all art as well as the transportation of all art; 2) All tools and equipment necessary to execute this directive. Consultant may use the City owned art displays, equipment, materials, such as ladders, display panels, hanging grids, portable walls, hooks and easels. - Responsible for labeling and tagging of all artwork, once hung. Consultant to provide art labeling and tags (City of SFS logo provided by City staff). - Work collaboratively with CITY staff to conduct all sales of art at the Art Fest event. City will provide receipt to purchaser(s) of art sold; Consultant shall tag displayed items as sold; City staff will conduct all reporting of items sold and money collected; Report will include: Artist Info, Buyers Name and Contact Information including email, Sale Price, Artwork Name - Consultant will be responsible for the take down and proper storage of artwork. Consultant will schedule pick up dates of Artwork at the Clarke Estate following the Art Fest event. Dates and times are to be negotiated with Consultant for the return of artwork. All uncollected artwork and silent auction items will be forfeited to the CITY and will be used as raffle items for future Art Fest events. 	\$4,800
<p>JURY COMPETITION AND ART HANDLING OF AWARDS</p> <ul style="list-style-type: none"> - Art Handling: Responsible for the handling of all artworks as well as transportation of all art. - Coordinate all efforts with selected jury panel for art jury competition. Awards for Art Exhibit Categories: Painting, Sculpture, Photography, and Mixed Media. - Best of Show Ribbons will be rewarded. - Consultant will provide honorariums for jury and awards. 	\$3,000
<p>SILENT ART AUCTION</p> <p>Proceeds from the silent auction will benefit all of the Heritage Arts Advisory Committee programs which will provide arts education to under-served youth in the community.</p> <ul style="list-style-type: none"> • Using auction software that specifically supports mobile bidding and auction website creation. • Creating an online item catalog with our auction items • Descriptions, starting bids, and/or buy-it-now options • Heavily promoting online pre-registration • Including pre-registering payment methods • Setting a timeframe for the online auction spanning several days (rather than a single one-time event). • Shipping and or dropping items to winning bidders in a timely manner / (some service fees may apply) 	\$2,000
<p>JURIED FILM INTERNATIONAL EXHIBIT / FILM FREEWAY / FEATURED FILM ARTIST</p> <ul style="list-style-type: none"> - Shall provide "Open Call" for emerging filmmakers through Film Freeway. - Recruitment of filmmakers will include a biography and cinematic screen shots of the artist's work. - Approximately 8-15 Filmmakers will be selected; dependent on film duration. Filmmakers will present their body of work. Set-up will include a filmmaker outdoor discussion during the festival. - Recruitment of 2-3 multi media filmmakers to create installations. - Consultant will provide materials, staff, honorarium for host & film director. 	\$3,500
<p>POST ART FEST / EVALUATION</p> <ul style="list-style-type: none"> - Consultant will provide the City with a written evaluation report of all participating artists. Report will include an analysis of the marketing effort, the preparation process, Art Fest virtual event, the total of artists and Catalogue, pop-up artist and vendors, and total sales from Art Fest (City staff will provide financial report). 	\$1,000
<p>2021 PAYMENT SCHEDULE "A"</p> <ol style="list-style-type: none"> 1. Execution of the Agreement: \$10,000 2. Completion of artist recruitment orientation February 15th 2021: \$10,000 3. Payment on April 20, 2021: \$10,000 4. Completion of event on May 7, 2021: \$17,000 5. Post-SFS ARTFEST evaluation report: \$2,600 	
TOTAL:	\$49,600

EXHIBIT C
FEE SCHEDULE

In full consideration for the rendering of the services hereunder, and for any rights granted or relinquished by the Consultant under this Agreement, the CITY shall compensate the Consultant in accordance with the following payment schedule.

1. Upon execution of the Agreement, the Consultant shall be paid \$10,000;
2. Upon completion of the informational artist recruitment orientation meeting by February 12, 2021 (date and time of meeting to be determined by CITY and Consultant) the Consultant shall be paid \$10,000;
3. Payment on April 15, 2021, the Consultant shall be paid \$10,000;
4. Upon completion of the SFS ARTFEST event on May 7, 2021, the Consultant shall be paid \$17,000; and
5. Upon completion of the Post-SFS ARTFEST evaluation report, the Consultant shall be paid \$2,600.

EXHIBIT D

PROJECT SCHEDULE

Meetings with City

Consultant shall attend the following scheduled meetings with SFS ARTFEST Contract CITY Administrator to provide updates or TBD:

- 3rd Tuesday of the month, November – December, 2020 (time to be determined by CITY)
- 2nd Tuesday of the month, January – March, 2021 (time to be determined by CITY)
- Meeting dates may be changed at the mutual consent of both Parties.
- Additional meetings may be scheduled at the request of CITY and Heritage Arts Advisory Committee (HAAC)

CONSULTANT LIST OF DELIVERABLES

The following deliverables shall be managed by the Consultant. Consultant shall provide all deliverables in accordance with the mutually agreed upon timelines as stated herein. All reports shall be delivered electronically in PDF format.

a. **Cataloging Protocols:** Consultant shall provide the CITY with a database (Excel) file that includes the following information per the requested dates / timeline herein.

- Artist Name
- Name of Art Piece
- Sale Price
- Medium
- Size
- Submitted Artwork Photos
- General Artist Information (phone, mailing address, school (if applicable), etc.)

Pre- Art Fest Preparation - Consultant shall provide the CITY with a schedule indicating the completion of tasks and providing the following information per the requested dates / timeline herein. During the Pre-Art Fest preparation, the Consultant shall conduct, perform, and complete the following services:

- a. Consultant shall design and print the visual marketing materials (i.e., "Call to Artist" postcards, flyers, posters, map program, and sponsorship brochure). In addition, Consultant shall design ad for the electronic CITY billboards, with CITY's approval and specifications. Call to Artist marketing materials shall be disseminated not later than December 30, 2020 and continue promotion through April 17, 2021.
- b. Consultant shall collaborate and consult the CITY's Social Media Administrator for cross promotions and marketing material using CITY's logo and/or approved designs involving SFS ARTFEST 2021 through each Party's social media forums (i.e., Facebook, Twitter, and Instagram) which identifies the marketing partnership under the Consultant's website name "Artcrawlfest.com". Social media marketing involving the CITY's logo and/or designs shall be approved by the CITY Administrator.

- c. Art Fest Event Promotional Flyers shall be disseminated no later than January 31, 2021 and should be made available until date of event.
- d. Consultant shall design and market "Silent Auction" materials, "Chalking It Up" Live installation competition, and Film Installation Screening and be approved by City by January 15, 2021.
- e. Distribution of "Calling All Artists" Promotional Card – Consultant shall routinely distribute, upon receipt from the City, to local art venues / studios including local shops, boutiques, stores, and colleges. Consultant shall provide CITY with a report of "Calling All Artists" distribution list. Distribution to contacts, facilities etc. begin no later than January 11, 2021 and remain available through April 17th, 2021. (CITY staff shall be responsible for distributing promotional cards within CITY facilities, residents and CITY schools).
- f. All Artwork designed by Consultant shall remain the sole property of the City to include both advertising materials and visual social media platforms.
- g. Consultant shall contact and recruit youth artists in the local high schools, middle schools and Colleges (i.e. Santa Fe High School, Pioneer High School, St. Paul High School, Lake Center, Rio Hondo College) and non-profit organizations no later than December 14, 2020.
- h. Consultant shall coordinate with the City to schedule an informational artist recruitment orientation lunch meeting provided by the CITY by January 2021 (Specific date to TBD by Consultant) or via Zoom. Desired schedule time shall take place between the hours of 11:30am – 3:00pm (exact time to be determined by City and Consultant).
- i. Consultant shall report back to CITY upon completion of these tasks. Report shall include venues, schools, contact information, and dates of established contact.
- j. Consultant shall provide a proposal of recommended Artists to be featured and/or be guests to the SFS Art Fest 2021. The proposal shall include a biography and pictures of the artist's work which will be presented to the Heritage Arts Advisory Committee (HAAC) at the November HAAC meeting. The HAAC will then select and vote on the featured and/or guest artist(s). The Featured Artist would receive a stipend and one guest artists would also receive a stipend provided by the CITY. Consultant shall be solely responsible for the handling of all artworks, art transportation and payment to artist from CITY. Consultant to provide ground staff (2-4) and working with assign CITY staff.
- k. Consultant shall recruit and secure between 150 and 200 exhibiting artists. Of those exhibiting artists: Between 75 and 100 student artists will be from local high schools, middle schools, colleges, and art schools with each student being required to submit no more than 2 pieces of artwork each; Between 100 and 150 artists from the greater Los Angeles area, state, national, and international regions. Each artist is required to submit two pieces of artwork each; Film Artists / Installations, each artist / filmmaker is required to submit 1 film piece with supporting visuals each; 4 Gallery Artists with one selected curator to represent artists, each artist will showcase between 5 and 10 pieces of artwork each; 30 Silent Auction items; and 20-30 Artist retail Vendors.
- l. Consultant will receive a 10% finders fees for any secured sponsorships. Consultant will notify CITY immediately of any secured sponsors and will submit documentation of all tenable sponsors for payment by April 16, 2021. Consultant will update solicitation promo cards, promote sponsorships for the SFS Art Fest 2021.
- m. Consultant shall not accept more than 10% of Dia de Los Muertos artwork submitted by artists.

- n. Art vendors submittals shall include but is not limited to the following:
- i. Fine arts
 - ii. Chalk Artists Performing / to provide Budget for live artwork in the making (location to be determined)
 - iii. Glass blowing artistry (to be determined, if possible, due to equipment needs)
 - iv. Face painting and balloon artists
 - v. Street Art (muralist providing live art on canvas)
 - vi. Budget for live artwork in the making (location to be determined)
 - vii. Educational workshops/crafts (professional / CITY staff driven)
 - viii. Caricature Artists
 - ix. Poetry (designate a poetry recital location)
 - x. Performing Artist (to be part of entertainment)
 - xi. Art Installations (i.e., Sculpture Garden)
 - xii. Film Installations
 - xiii. Photography
- o. Art Vendors shall consist of, but is not limited to pop-up artists, cultural jewelry, handcrafted items, textiles, non-profits, etc.
- p. Consultant shall provide staffing before, during open auction and closing of auction. Consultant is to ensure that the Silent Auctions run smoothly, on time, and handled thoroughly from start to finish including the database and final close-out with auction winners. Consultant will use auction software that specifically supports mobile virtual bidding and auction website creation; creation of an online auction catalog with our auction items; creation of description, starting bids and/or buy-it-now options. Consultant will ensure that all communication is maintained with CITY staff regarding all monetary closing tasks. All materials such as easels, tags, special Silent Auction art related items, tickets, and some collateral materials to produce a Silent Auction event will be provided by Consultant. CITY will provide easels, tables, and black tablecloths. CITY will be responsible to collect all sales at closing of Silent Auction and must meet prior with CITY logistics and staff to plan a collaborative customer services payment plan.
- Coordinate donations delivery and pick-up with artist and donors.
 - Maintain the Silent Auction database.
 - Input and update donations received in database.
 - Input all contact information from donor into database.
 - Keep track of all items received.
 - Determine starting values for each Silent Auction item.
 - Create bid sheets for each Silent Auction item.
 - Setup Silent Auction display tables and ensure all Silent Auction areas are ready by the Preview & Art Showcase on May 6, 2021. Tend to Silent Auctions throughout the evening.
 - Be in regular communication with Consultant's staff during Silent Auction.
 - Remove unclaimed items and return to respective artist(s).
 - Consultant to provide staff week of, during and post (2-4) and working with assigned CITY staff for sales and payment of auction sales.
- q. Consultant shall refer all showcasing artists, artist vendors, food vendors, Health and ABC permits, entertainment, and performing artists, to Uptowncrawlers.com website for proper application and submission protocol. Consultant will forward updates to CITY website marketing team. CITY handles logistics, public safety, volunteers, decor and props, CITY art workshops, art sales, silent auction sales, public works, CITY staffing, CITY marketing, and CITY social media.

- r. All hardcopy applications received from the Gus Velasco Neighborhood Center should be photographed or scanned and sent to Consultant via EMAIL. Applications may also be submitted electronically via www.artcrawlfest.com. No submissions will be permitted after the deadline of April 21, 2021.
- s. Consultant shall submit all approved Cataloged Artists, Cataloged Silent Auction Items (follow cataloging protocol as referenced above) and approved Artist and Food Vendors to CITY by April 23, 2021.
- t. Collection of Artwork and Storage at the Clark Estate is the responsibility of Consultant. The following dates and times are available to CONSULTANT for collection and storage of artwork:
 - Friday, April 30, 2021 - 11:00a.m. – 3:00p.m. (Art Deliveries)
 - Saturday, May 1, 2021 - 10:00a.m. – 2:00p.m. (Art Deliveries /Tent Set-Ups)
 - Monday, May 3, 2021 - 8:00a.m. – 3:00p.m. (Tent Set-Ups / Art Deliveries)
 - Tuesday, May 4, 2021 - 8:00a.m. – 4:00p.m. (Art Deliveries)
 - Wednesday, May 5, 2021 - 8:00a.m. – 4:00p.m. (Art Installations)
 - Thursday, May 6, 2021 - 8:00a.m. – 9:00p.m. (Installations / Silent Auction)
 - Thursday, May 6, 2021 – 5:00 p.m. – 9:00 p.m. (PREVIEW & ART SHOWCASE)
 - Friday, May 7, 2021 - 8:00a.m. – 12:00a.m. (DAY OF EVENT)
 - Saturday, May 8, 2021 - 10:00a.m. – 2:00p.m. (Closing/ Art Pick up)
- u. Consultant shall coordinate with Contract CITY Administrator regarding event layout and art components. (CITY will schedule the meeting). Identify medium categories and display locations.
- v. Consultant shall provide list of categories and display location layout to Contract CITY Administrator by May 3, 2021 or TBD.
- w. Consultant to assist and research local community based Food vendors.
- x. Consultant to assist City with event entertainment timeline for program.
- y. Consultant to work with City to send confirmations along with artist event packets, including parking passes, event details, and event location.
- z. CITY will provide all checks for Feature and Guest Artist prior to event.

Art Fest Event Implementation - Consultant shall provide the Contract CITY Administrator with a schedule indicating the completion of tasks and provide the following information per the requested time frame herein.

- a. Consultant shall be responsible for hanging all Art Work at the Clarke Estate
- b. CONSULTANT shall be responsible for preparation of all art to be labeled and tagged by May 6, 2021
- c. Consultant shall have all artwork hung and displayed by May 6, 2021, 3:00 p.m.
- d. Consultant shall have Silent Auction displayed and staffed
- e. Consultant shall have all Feature and Guest artists secured and payments ready for exhibits at the day of event and staffed
- f. Consultant shall have all Garden Pool exhibits, Feature & Guest artist exhibits, installations, performances and/or displays ready and staffed
- g. Consultant to verify with CITY set-up of Film stage, back drop, signage, lighting, and sound.
- h. Consultant to work with Film MC on film artists highlights and program
- i. CITY shall be responsible for handling all sales of art, vendors, and silent auction at the Clarke Estate

- j. CITY to provide receipts to purchaser of art sold
- k. CITY to provide receipts to artist and food vendors regarding booth purchases
- l. CITY shall tag displayed items as sold
- m. CITY shall provide report to Consultant of items sold and money collected by May 17, 2021
Report shall include: Artist Info, Buyer's Name and Contact Information including email, Sale Price, Artwork Name
- n. CITY will be responsible for all rentals (i.e., booths, tables, chairs, lighting, stage etc.)
- o. CITY will staff for logistics, security, vendors site location, parking, etc.

Post Art Fest and Art Show - Consultant shall provide the CITY with written reports as indicated by the requested timeline herein.

- a. Consultant Debriefing Report: A special meeting between Consultant and CITY shall be held on May 28, 2021 to debrief and discuss the outcome of the festival. Consultant will Draft a "Thank You" letter to all Artists, Schools, and Entertainers. In addition, Consultant shall present a written report to the City to include any contracts, invoices, and documents used. This report will be shared by the City with the HAAC at the June 29, 2021 meeting. The report shall be comprised of the following information: An analysis of the marketing effort, the preparation process, and the Art Fest event, the total of artists, vendors, and total sales from Art Fest (HAAC may request the Consultant's attendance at a HAAC meeting. CITY will inform Consultant if such request is made by HAAC).

EXHIBIT E

CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER KCAL Insurance Agency 2048 S. Hacienda Blvd., HACIENDA HEIGHTS, CA 91745 License #: 0B07015	CONTACT NAME: Emery Lee	FAX (A/C. No.): 626-369-7539	
	PHONE (A/C. No. Ext): 626-333-1111	E-MAIL ADDRESS: emery@kcal.net	
INSURED CREPES & GRAPE CAFE LLC DBA CREPES & GRAPE CAFE 6560 GREENLEAF AVE WHITTIER, CA 90601-4107	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: TRAVELERS INSURANCE		19046
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 00027179-61281 REVISION NUMBER: 8

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6806405N723	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE DTH-ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder has been added as additional Insured with respect for general liability.
Event Date: 4/28/2021 to 05/09/2021

CERTIFICATE HOLDER Santa Fe Springs Art Fest City of Santa Fe Springs, Edmund Ramirez Clarke Estate, 10211 Pioneer Blvd. Santa Fe Springs, CA 90670	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (EME)
--	---

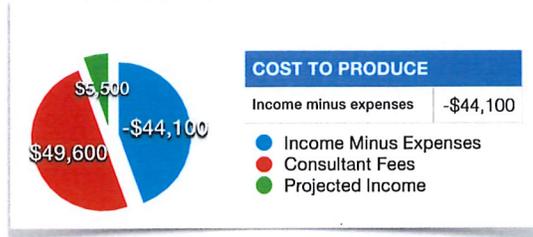
Art Fest Event Insurance to be provided by City.

2021 SFS ARTFEST

PLAN A - PROPOSAL BUDGET

09-25-20 1st draft

ART INCOME	
City SFS Budget	48,000K \$0
Art Sales	\$1,000
Silent Art Auction	\$2,500
Art Sponsorships	\$2,000
TOTAL PROJECTED INCOME	\$5,500



MAY 7TH, 2021 ART FESTIVAL EXPENSES

CONSULTANT FEE BREAKDOWN		
MARKETING / ADVERTISING		\$5,300
<ul style="list-style-type: none"> - Collaborate and consult the CITY's Social Media Administrator to promote and market ARTFEST 2021 through each Parties social media forums (i.e. Facebook, Twitter, and Instagram) which identifies marketing partnership under the Consultants name or business name. - Attend various art events/shows (number & locations negotiable) representing the City throughout Southern California to promote and recruit participation in the 2021 SFS Art Fest. 		
DESIGN CONCEPT MATERIALS		\$5,800
Design for print and visual marketing materials. "Call to Artists" postcards, Save the date cards, sponsorship brochure, event map program, designs website, social media banners, Chamber ADs, billboard, Silent Auction, Film Fest and other supporting materials.		
PRINT COLLATERAL MATERIALS		\$5,500
save-the-date fliers 10K, map event program 200pc, sponsorship brochure 200pc and artist banners. (SFS City responsible for postage & bulk mail expenses)		
DEDICATED WEBSITES		\$5,500
update applications for artists, vendors, and sponsorships as well as marketing efforts - www.artcrawlfest.com / We will be linking the Heritage Arts Advisory Committee & SFS City.		
PREVIEW & ART SHOWCASE - THURSDAY, MAY 6, 2021		\$2,800
<ul style="list-style-type: none"> - Coordinate all art with mediums, that have been judged, will be on display throughout select areas of the Clarke Estate. There will be opportunities to meet with artists, film Directors, actors and the business community. - Consultant shall provide staffing and arrange refreshments. 		
FEATURED ARTISTS		\$3,500
Recruit and or coordinate selection of featured artists; recommendation for two Feature Artists / Fine Arts and Film. The proposal shall include a biography and pictures of the artist's work which will be presented to the Heritage Arts Advisory Committee (HAAC). <i>The two featured artist and guest artist would receive a stipend, solely responsible for the handling of all artworks and art transportation by the Art Consultant.</i>		
ARTIST RECRUITMENT & CURATION OF ART		\$6,900
<ul style="list-style-type: none"> - "Calling All Artists"—Commission professional artist, and recruit youth artists in local middle schools, high schools, colleges and non-profit organizations. Recruit and secure no more than 175 Artists with no more than two pieces of art per artist, Medium of art should include but not limited to: <ul style="list-style-type: none"> • Fine Art: Visual art considered to have been created primarily for aesthetic purposes and judged for its beauty and meaningfulness, specifically, painting, sculpture, drawing, watercolor, and mixed media. • Chalk Artists - to provide live artwork in the making. Artists Fees paid by SFS City • Street Art / Caricature Artist • Educational Workshops / Crafts • Performing Artist / Live Installations / Poetry / Spoken Word - Coordinate an informational artist recruitment orientation with local school administrators and organizations to communicate all requirements of artists and art fest application submittals. - Help recruit and secure no less than Twenty (20) pop-up artist vendors to include cultural jewelry, handcrafted items, textiles, etc. - Collect, secure and store all submitted art work. City to provided location. - Coordinate with Art Fest planning committee (City Staff) event layout and art components. Identify medium categories and display locations. 		

MAY 7TH, 2021 ART FESTIVAL EXPENSES

<p>ART FEST EVENT IMPLEMENTATION:</p> <ul style="list-style-type: none"> - Coordinate artist check-in and artwork drop to include completion of all necessary waivers. - Plan and coordinate with City staff hanging of all artwork. Consultant shall solely be responsible for the handling of all artworks. This includes the following: 1) the hanging of all art as well as the transportation of all art; 2) All tools and equipment necessary to execute this directive. Consultant may use the City owned art displays, equipment, materials, such as ladders, display panels, hanging grids, portable walls, hooks and easels. - Responsible for labeling and tagging of all artwork, once hung. Consultant to provide art labeling and tags (City of SFS logo provided by City staff). - Work collaboratively with CITY staff to conduct all sales of art at the Art Fest event. City will provide receipt to purchaser(s) of art sold; Consultant shall tag displayed items as sold; City staff will conduct all reporting of items sold and money collected; Report will include: Artist Info, Buyers Name and Contact Information including email, Sale Price, Artwork Name - Consultant will be responsible for the take down and proper storage of artwork. Consultant will schedule pick up dates of Artwork at the Clarke Estate following the Art Fest event. Dates and times are to be negotiated with Consultant for the return of artwork. All uncollected artwork and silent auction items will be forfeited to the CITY and will be used as raffle items for future Art Fest events. 	<p>\$4,800</p>
<p>JURY COMPETITION AND ART HANDLING OF AWARDS</p> <ul style="list-style-type: none"> - Art Handling: Responsible for the handling of all artworks as well as transportation of all art. - Coordinate all efforts with selected jury panel for art jury competition. Awards for Art Exhibit Categories: Painting, Sculpture, Photography, and Mixed Media. - Best of Show Ribbons will be rewarded. - Consultant will provide honorariums for jury and awards. 	<p>\$3,000</p>
<p>SILENT ART AUCTION</p> <p>Proceeds from the silent auction will benefit all of the Heritage Arts Advisory Committee programs which will provide arts education to under-served youth in the community.</p> <ul style="list-style-type: none"> • Using auction software that specifically supports mobile bidding and auction website creation. • Creating an online item catalog with our auction items • Descriptions, starting bids, and/or buy-it-now options • Heavily promoting online pre-registration • Including pre-registering payment methods • Setting a timeframe for the online auction spanning several days (rather than a single one-time event). • Shipping and or dropping items to winning bidders in a timely manner / (some service fees may apply) 	<p>\$2,000</p>
<p>JURIED FILM INTERNATIONAL EXHIBIT / FILM FREEWAY / FEATURED FILM ARTIST</p> <ul style="list-style-type: none"> - Shall provide "Open Call" for emerging filmmakers through Film Freeway. - Recruitment of filmmakers will include a biography and cinematic screen shots of the artist's work. - Approximately 8-15 Filmmakers will be selected; dependent on film duration. Filmmakers will present their body of work. Set-up will include a filmmaker outdoor discussion during the festival. - Recruitment of 2-3 multi media filmmakers to create installations. - Consultant will provide materials, staff, honorarium for host & film director. 	<p>\$3,500</p>
<ul style="list-style-type: none"> - POST ART FEST / EVALUATION - Consultant will provide the City with a written evaluation report of all participating artists. Report will include an analysis of the marketing effort, the preparation process, Art Fest virtual event, the total of artists and Catalogue, pop-up artist and vendors, and total sales from Art Fest (City staff will provide financial report). 	<p>\$1,000</p>
<p>2021 PAYMENT SCHEDULE "A"</p> <ol style="list-style-type: none"> 1. Execution of the Agreement: \$10,000 2. Completion of artist recruitment orientation February 15th 2021: \$10,000 3. Payment on April 20, 2021: \$10,000 4. Completion of event on May 7, 2021: \$17,000 5. Post-SFS ARTFEST evaluation report: \$2,600 	
<p>TOTAL:</p>	<p>\$49,600</p>

November 12, 2020



City of Santa Fe Springs

City Council Meeting

NEW BUSINESS

Appropriation of funds from City's Art in Public Places fund for City's Art Education Grant Program for Fiscal Year 2020-2021

RECOMMENDATIONS

- Approve the appropriation of funds from the City's Art in Public Places Fund (Activity 6350-6100)
- Authorize the distribution of monies as recommended by the Heritage Arts Advisory Committee to fund the City's Art Education Grant Program for Fiscal Year 2020-2021.

BACKGROUND

The Heritage Arts in Public Places Program has been funding art education programs for K – 12 students in the City of Santa Fe Springs for over 25 years. At their October 27, 2020 meeting, the Heritage Arts in Public Places Committee reviewed and approved a total of eleven (11) applications from local schools and community groups.

Unfortunately, due to the current pandemic, schools have had to move to distance learning. This was an unprecedented change and schools have had to face many new challenges. In order to further support our schools, we decided to extend the deadlines for the submission of Art Grant applications. However, even with this extension, several schools were not able to submit art grant proposals because they will not be able to implement art programming at this time. Many schools have suffered declining enrollment and will not be able to implement virtual art programs, while other schools need to focus on subjects such as Language Arts and Math.

We support and understand the schools and look forward to working with all of them again when this pandemic is over and the art grant program is offered for school year 2021-2022.

In the meantime, the Heritage Arts Advisory Committee is recommending the funding of the following grants totaling \$14,761.98:

Santa Fe Springs High School	\$9,223.53
<i>Friends & Family: Art from the Heart</i>	
<i>Family and Friends Show</i>	
Santa Fe Springs Christian School	\$3,918.45
<i>Kindergarten Classroom Art</i>	
<i>1st Grade Art Grant</i>	
<i>Dinosaurs & Masks</i>	
<i>3rd Grade Christmas Gifts for Parents/Family</i>	
<i>4th Grade Art Projects</i>	
<i>5th Grade Revolutionary War Project</i>	
<i>Pieces of our World</i>	
<i>Art Masters</i>	
Whittier Regional Symphony	\$1,620.00
<i>Music Education Program</i>	



City of Santa Fe Springs

City Council Meeting

November 12, 2020

FISCAL IMPACT

There are sufficient funds available in the Public Art Fund, which has been established through developers' fees. No general fund monies are used to provide these grants.

A handwritten signature in black ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachment

1. Spreadsheet detailing Art Grant recommendations

**HERITAGE ARTWORK IN PUBLIC PLACES PROGRAM
ART EDUCATION GRANT APPLICATIONS FY 2020-2021**

**RECOMMENDATION TO THE CITY COUNCIL
City Council Meeting of November 12, 2020**

School / Institution Name	Applicant Name	Title of Grant (Purpose)	Grades/ No. of Children	Amount Requested	Grant Amount Approved	Comments
<i>Santa Fe High School</i>	Jessica Guiragossian with Carol Judisch	Friends & Family: Art from the Heart <i>Students will create keepsakes to mark life's major event(s). As a way of coping, student will create these mixed media "houses" and will explore techniques that ancestors used to create clothing.</i>	9th- 12th/200	\$4,688.07	\$4,688.07	
<i>Santa Fe High School</i>	Jenny Sedo	Family and Friends Show <i>Students will be exploring the theme of family within the art curriculum of current online learning.</i>	9th- 12th/170	\$4,535.46	\$4,535.46	
				\$9,223.53	\$9,223.53	
<i>Santa Fe Springs Christian School</i>	Andrea Neely	Kindergarten Classroom Art <i>Supplies for Holiday themed student art projects.</i>	k/19	\$132.88	\$132.88	
<i>Santa Fe Springs Christian School</i>	Erendira Alatorre	1st Grade Art Grant <i>Students will learn how to work with clay and will create pinch pots to grow flowers. This project will also enhance their fine motor skills.</i>	1st/23	\$86.67	\$86.67	
<i>Santa Fe Springs Christian School</i>	Shinar Lumahan	Dinosaurs & Masks <i>Supplies for Science and Social Studies lesson about Dinosaurs tied into art. It's a traditional project for 2nd graders.</i>	2nd/18	\$271.63	\$271.63	
<i>Santa Fe Springs Christian School</i>	Lori Chronister	3rd Grade Christmas Gift for parents/family <i>Students will create gifts to learn about the importance of giving and not receiving. It's part of their bible curriculum and art can be used for storytelling.</i>	3rd/23	\$129.97	\$129.97	
<i>Santa Fe Springs Christian School</i>	Danae Crecelius	4th Grade Art Projects <i>Students will have the opportunity to work with different types of art mediums to develop art pieces for the people they love and appreciate in their lives.</i>	4th/20	\$219.68	\$219.68	
<i>Santa Fe Springs Christian School</i>	Michelle Cota	Revolutionary War Project/Year-Round Sketching <i>5th grade students will use feather pens, ink, and aged paper to craft their own declaration.</i>	5th/12	\$212.94	\$212.94	
<i>Santa Fe Springs Christian School</i>	Jennifer Senglaub	Pieces of our World <i>Art project where students will collaborate to create a giant puzzle to represent the connections they have to other places in the world.</i>	6-8th/35	\$204.68	\$204.68	
<i>Santa Fe Springs Christian School</i>	Cindy Jarvis	Art Masters <i>Artists and lecture presentation to introduce students to various art techniques and mediums and enhance classroom projects.</i>	k-8/150	\$2,660.00	\$2,660.00	
				\$3,918.45	\$3,918.45	
<i>Whittier Regional Symphony</i>	Sue Walker	Music Education Program <i>Students from Cresson, Jersey, Lakeland, Lakeview, and Rancho Santa Gertrudes schools engage in various activities to enhance their appreciation for music. Program might be delivered virtually.</i>	3rd- 5th/1300	\$1,620.00	\$1,620.00	
				\$1,620.00	\$1,620.00	
				\$14,761.98	\$14,761.98	



NEW BUSINESS

Approve an Agreement with CalPERS to Establish a Pension Prefunding Trust through the California Employers' Pension Prefunding Trust (CEPPT) Program

RECOMMENDATION

- Authorize the Mayor to execute an agreement with the California Public Employees Retirement System (CalPERS) for trust administration and investment, and to approve the delegation of authority for disbursements from the Pension Prefunding Trust.

BACKGROUND

The unfunded pension obligations represent significant liabilities to the City. In 2012, the Governmental Accounting Standards Board (GASB) issued Statement No. 68, which requires governmental employers that sponsor Defined Benefit plans (i.e., CalPERS) recognize a net pension liability on their balance sheet. This is the difference between the City's total pension liability and the market value of actual plan assets. The City reported this actuarial liability for the first time in its June 30, 2015 Comprehensive Annual Financial Report (CAFR). The City's current total unfunded pension liability, as of the most recent valuation report (June 30, 2019), is \$133.5 million.

Until recently, the City's only option for reducing the unfunded liability was to commit additional funds to CalPERS (additional discretionary payments). In the last couple of years, however, a private letter ruling was received from the IRS that establishes that under Section 115 of the Internal Revenue Code, public agencies or municipalities could create a separate trust to "pre-fund" its CalPERS unfunded liability. The establishment of a trust provides the City with numerous benefits including:

- **Local control over the assets** – the trust can be accessed at any time so long as the funds are used to pay the City's pension obligations;
- **Pension Rate Stabilization** – assets can be transferred to CalPERS at the City's discretion, which will help reduce or eliminate large fluctuations in employer contributions towards retirement benefits;
- **Investment Flexibility** – the trust allows the City, under federal and state law, to invest in a more diversified array of investment options to maximize returns on long-term investments and reduce the City's liability; this is an advantage over making additional discretionary payments as the payments made directly to CalPERS would still be subject to their investment risks. It's also an advantage over the City's current Unfunded Liability Set Aside Fund as the return rate is much greater than what is being earned currently;
- **Investment Management** – Investment of plan assets can be managed by a professional fund management team monitored by City staff.



As such, the pension trust has been identified as a best practice and one option in addressing these unfunded liabilities by several public agencies. City staff is developing a comprehensive approach in dealing with the unfunded liabilities and the pension trust is one component of it.

TRUST OPTIONS

On September 15, 2020, staff solicited pension trust bids from three vendors: CalPERS, Public Agency Retirement Services (PARS) and PFM Asset Management, LLC. The City received bids from all three agencies and after careful consideration, staff found CalPERS to be the most cost-effective and provided the best value. These three providers are currently the only three providers of Section 115 Trusts in California.

Senate Bill 1413 (SB1413), which enacted the California Employers' Pension Prefunding Trust (CEPPT), was approved by the California Governor on September 21, 2018 and began operations in July of 2019. Currently, the CEPPT manages about 12 million in assets on behalf of over twenty California public employers. With this relatively new option available to California public employers and rising contribution requirements, staff anticipates the growth of this program to be significant in coming years. CalPERS, the CEPPT administrator, is the largest public employee pension fund in the United States outside of the federal government as measured by both assets under management and the number of participating employers. In addition, CalPERS has a robust and established investment program with rate of returns targeting from 4.0% to 5.0% depending on the investment strategy.

Along with the Trust Agreement, the City Council must specify the City staff authorized to request disbursements from the Trust. As an irrevocable trust, disbursements can only be made directly to CalPERS in the form of pension contributions. Disbursements in excess of \$10,000 require the signature of two individuals. Staff recommends the following individuals to be delegated authority to request disbursements:

- City Manager
- City Treasurer (Director of Finance & Administrative Services)
- Assistant City Treasurer (Finance Manager)

CITY ATTORNEY REVIEW

The City Attorney has reviewed the Trust Agreement with CalPERS.

FISCAL IMPACT

Over the last couple of years the City Council has set aside funding in order to address the unfunded liability. As of June 30, 2020, the set aside has totaled \$3,975,000. The City can choose at its discretion whether to deposit the full amount available to establish the trust or phase in amounts.



City of Santa Fe Springs

City Council Meeting

November 12, 2020

Additionally, administrative costs are currently set at 25 basis points or 0.25% of the assets. So for every \$1.0 million in the fund, the fees will be \$2,500. The CEPPT is a self-funded not-for-profit fund where all costs are paid by participating employers. No profits are generated by CalPERS through the operation of this program. There are no other implementation fees or one-time fees. No fees are charged until assets are placed in the fund. The administrative fees will be charged from the assets in the fund.

A handwritten signature in black ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachment(s):

1. Agreement and Election to Prefund Employer Contributions to a Defined Benefit Pension Plan Through CalPERS
2. Delegation of Authority to Request Disbursements
3. CalPERS Proposal for CEPPT Program

CALIFORNIA EMPLOYERS' PENSION PREFUNDING TRUST PROGRAM

**AGREEMENT AND ELECTION
OF**

City of Santa Fe Springs

(NAME OF EMPLOYER)

**to Prefund Employer Contributions to a Defined Benefit
Pension Plan**

WHEREAS (1) Government Code (GC) Section 21711(a) establishes in the State Treasury the California Employers' Pension Prefunding Trust Fund (CEPPT), a special trust fund for the purpose of allowing eligible employers to prefund their required pension contributions to a defined benefit pension plan (each an Employer Pension Plan) by receiving and holding in the CEPPT amounts that are intended to be contributed to an Employer Pension Plan at a later date; and

WHEREAS (2) GC Section 21711(b) provides that the California Public Employees' Retirement System (CalPERS) Board of Administration (Board) has sole and exclusive control of the administration and investment of the CEPPT, the purposes of which include, but are not limited to (i) receiving contributions from participating employers; (ii) investing contributed amounts and income thereon, if any, in order to receive yield on the funds; and (iii) disbursing contributed amounts and income thereon, if any, to pay for costs of administration of the CEPPT and to deposit employer contributions into Employer Pension Plans in accordance with their terms; and

WHEREAS (3) City of Santa Fe Springs

(NAME OF EMPLOYER)

(Employer) desires to participate in the CEPPT upon the terms and conditions set by the Board and as set forth herein; and

WHEREAS (4) Employer may participate in the CEPPT upon (i) approval by the Board and (ii) filing a duly adopted and executed Agreement and Election to Prefund Employer Contributions to a Defined Benefit Pension Plan (Agreement) as provided in the terms and conditions of the Agreement; and

WHEREAS (5) The CEPPT is a trust fund that is intended to perform an essential governmental function (that is, the investment of funds by a State, political subdivision or 115 entity) within the meaning of Internal Revenue Code (Code) Section 115 and Internal Revenue Service Revenue Ruling 77-261, and as an Investment Trust Fund, as defined in Governmental Accounting Standards Board (GASB) Statement No. 84, Paragraph 16, for accounting and financial reporting of fiduciary activities from the

external portion of investment pools and individual investment accounts that are held in a trust that meets the criteria in Paragraph 11c(1).

WHEREAS (6) The CEPPT is not a Code Section 401(a) qualified trust and the assets held in the CEPPT are not assets of any Employer Pension Plan or any plan qualified under Code Section 401(a).

NOW, THEREFORE, BE IT RESOLVED THAT EMPLOYER HEREBY MAKES THE FOLLOWING REPRESENTATION AND WARRANTY AND THAT THE BOARD AND EMPLOYER AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

A. Employer Representation and Warranty

Employer hereby represents and warrants that it is the State of California or a political subdivision thereof, or an entity whose income is excluded from gross income under Code Section 115(1).

B. Adoption and Approval of the Agreement; Effective Date; Amendment

(1) Employer's governing body shall elect to participate in the CEPPT by adopting this Agreement and filing with the Board a true and correct original or certified copy of this Agreement as follows:

Filing by mail, send to: CalPERS
CEPPT
P.O. Box 1494
Sacramento, CA 95812-1494

Filing in person, deliver to: CalPERS Mailroom
CEPPT
400 Q Street
Sacramento, CA 95811

(2) Upon receipt of the executed Agreement, and after approval by the Board, the Board shall fix an effective date and shall promptly notify Employer of the effective date of the Agreement. Employer shall provide the Board such other documents as the Board may request, including, but not limited to a certified copy of the resolution(s) of the governing body of Employer authorizing the adoption of the Agreement and documentation naming Employer's successor entity in the event that Employer ceases to exist prior to termination of this Agreement.

(3) The terms of this Agreement may be amended only in writing upon the agreement of both the Board and Employer, except as otherwise provided herein. Any such amendment or modification to this Agreement shall be adopted and executed in the same manner as required for the Agreement. Upon receipt of the executed amendment or modification, the Board shall fix the effective date of the amendment or modification.

(4) The Board shall institute such procedures and processes as it deems necessary to administer the CEPPT, to carry out the purposes of this Agreement, and to maintain the tax-exempt status of the CEPPT. Employer agrees to follow such procedures and processes.

C. Employer Reports Provided for the Board's Use in Trust Administration and Financial Reporting and Employer Contributions

(1) Employer shall provide to the Board a defined benefit pension plan cost report on the basis of the actuarial assumptions and methods prescribed by Actuarial Standards of Practice (ASOP) or prescribed by GASB. Such report shall be for the Board's use in trust administration and financial reporting and shall be prepared at least as often as the minimum frequency required by applicable GASB Standards. This defined benefit pension plan cost report may be prepared as an actuarial valuation report or as a GASB compliant financial report. Such report shall be:

- 1) prepared and signed by a Fellow or Associate of the Society of Actuaries who is also a Member of the American Academy of Actuaries or a person with equivalent qualifications acceptable to the Board;
- 2) prepared in accordance with ASOP or with GASB; and
- 3) provided to the Board prior to the Board's acceptance of contributions for the reporting period or as otherwise required by the Board.

(2) In the event that the Board determines, in its sole discretion, that Employer's cost report is not suitable for the Board's purposes and use or if Employer fails to provide a required report, the Board may obtain, at Employer's expense, a report that meets the Board's trust administration and financial reporting needs. At the Board's option, the Board may recover the costs of obtaining the report either by billing and collecting such amount from Employer or through a deduction from Employer's Prefunding Account (as defined in Paragraph D(2) below).

(3) Employer shall notify the Board in writing of the amount and timing of contributions to the CEPPT, which contributions shall be made in the manner established by the Board and in accordance with the terms of this Agreement and any procedures adopted by the Board.

(4) The Board may limit Employer's contributions to the CEPPT to the amount necessary to fully fund the actuarial present value of total projected benefit payments not otherwise prefunded through the applicable Employer Pension Plan (Unfunded PVFB), as set forth in Employer's cost report for the applicable period. If Employer's contribution would cause the assets in Employer's Prefunding Account to exceed the Unfunded PVFB, the Board may refuse to accept the contribution. If Employer's cost report for the applicable period does not set forth the Unfunded PVFB, the Board may

refuse to accept a contribution from Employer if the contribution would cause the assets in Employer's Prefunding Account to exceed Employer's total pension liability, as set forth in Employer's cost report.

(5) No contributions are required. Contributions can be made at any time following the effective date of this Agreement if Employer has first complied with the requirements of this Agreement, including Paragraph C.

(6) Employer acknowledges and agrees that assets held in the CEPPT are not assets of any Employer Pension Plan or any plan qualified under Code Section 401(a), and will not become assets of such a plan unless and until such time as they are distributed from the CEPPT and deposited into an Employer Pension Plan.

D. Administration of Accounts; Investments; Allocation of Income

(1) The Board has established the CEPPT as a trust fund consisting of an aggregation of separate single-employer accounts, with pooled administrative and investment functions.

(2) All Employer contributions and assets attributable to Employer contributions shall be separately accounted for in the CEPPT (Employer's Prefunding Account). Assets in Employer's Prefunding Account will be held for the exclusive purpose of funding Employer's contributions to its Employer Pension Plan(s) and defraying the administrative expenses of the CEPPT.

(3) The assets in Employer's Prefunding Account may be aggregated with the assets of other participating employers and may be co-invested by the Board in any asset classes appropriate for a Code Section 115 trust, subject to any additional requirements set forth in applicable law, including, but not limited to, subdivision (d) of GC Section 21711. Employer shall select between available investment strategies in accordance with applicable Board procedures.

(4) The Board may deduct the costs of administration of the CEPPT from the investment income of the CEPPT or from Employer's Prefunding Account in a manner determined by the Board.

(5) Investment income earned shall be allocated among participating employers and posted to Employer's Prefunding Account daily Monday through Friday, except on holidays, when the allocation will be posted the following business day.

(6) If, at the Board's sole discretion and in compliance with accounting and legal requirements applicable to an Investment Trust Fund and to a Code Section 115 compliant trust, the Board determines to its satisfaction that all obligations to pay defined benefit pension plan benefits in accordance with the applicable Employer Pension Plan terms have been satisfied by payment or by defeasance with no remaining risk regarding the amounts to be paid or the value of assets held in the

CEPPT, then the residual Employer assets held in Employer's Prefunding Account may be returned to Employer.

E. Reports and Statements

(1) Employer shall submit with each contribution a contribution report in the form and containing the information prescribed by the Board.

(2) The Board, at its discretion but at least annually, shall prepare and provide a statement of Employer's Prefunding Account reflecting the balance in Employer's Prefunding Account, contributions made during the period covered by the statement, investment income allocated during such period, and such other information as the Board may determine.

F. Disbursements

(1) Employer may receive disbursements from the CEPPT not to exceed, on an annual basis, the amount of the total annual Employer contributions to Employer's Pension Plan for such year.

(2) Employer shall notify the Board in writing in the manner specified by the Board of the persons authorized to request disbursements from the CEPPT on behalf of Employer.

(3) Employer's request for disbursement shall be in writing signed by Employer's authorized representative, in accordance with procedures established by the Board, and the Board may rely conclusively upon such writing. The Board may, but is not required to, require that Employer certify or otherwise demonstrate that amounts disbursed from Employer's Prefunding Account will be used solely for the purposes of the CEPPT. However, in no event shall the Board have any responsibility regarding the application of distributions from Employer's Prefunding Account.

(4) No disbursement shall be made from the CEPPT which exceeds the balance in Employer's Prefunding Account.

(5) Requests for disbursements that satisfy the above requirements will be processed on at least a monthly basis.

(6) The Board shall not be liable for amounts disbursed in error if it has acted upon the written instruction of an individual authorized by Employer to request disbursements, and is under no duty to make any investigation or inquiry about the correctness of such instruction. In the event of any other erroneous disbursement, the extent of the Board's liability shall be the actual dollar amount of the disbursement, plus interest at the actual earnings rate but not less than zero.

G. Costs of Administration

Employer shall pay its share of the costs of administration of the CEPPT, as determined by the Board and in accordance with Paragraph D.

H. Termination of Employer's Participation in the CEPPT

(1) The Board may terminate Employer's participation in the CEPPT if:

- (a) Employer's governing body gives written notice to the Board of its election to terminate; or
- (b) The Board determines, in its sole discretion, that Employer has failed to satisfy the terms and conditions of applicable law, this Agreement or the Board's rules, regulations or procedures.

(2) If Employer's participation in the CEPPT terminates for either of the foregoing reasons, all assets in Employer's Prefunding Account shall remain in the CEPPT, except as otherwise provided below, and shall continue to be invested and accrue income as provided in Paragraph D, and Employer shall remain subject to the terms of this Agreement with respect to such assets.

(3) After Employer's participation in the CEPPT terminates, Employer may not make further contributions to the CEPPT.

(4) After Employer's participation in the CEPPT terminates, disbursements from Employer's Prefunding Account may continue upon Employer's instruction or otherwise in accordance with the terms of this Agreement.

(5) After Employer's participation in the CEPPT terminates, the governing body of Employer may request either:

- (a) A trustee to trustee transfer of the assets in Employer's Prefunding Account to a trust dedicated to prefunding Employer's required pension contributions; provided that the Board shall have no obligation to make such transfer unless the Board determines that the transfer will satisfy applicable requirements of the Code, other law and accounting standards, and the Board's fiduciary duties. If the Board determines that the transfer will satisfy these requirements, the Board shall then have one hundred fifty (150) days from the date of such determination to effect the transfer. The amount to be transferred shall be the amount in Employer's Prefunding Account as of the date of the transfer (the "transfer date") and shall include investment earnings up to an investment earnings allocation date preceding the transfer date. In no event shall the investment earnings allocation date precede the transfer date by more than 150 days.

- (b) A disbursement of the assets in Employer's Prefunding Account; provided that the Board shall have no obligation to make such disbursement unless the Board determines that, in compliance with the Code, other law and accounting standards, and the Board's fiduciary duties, all of Employer's obligations for payment of defined benefit pension plan benefits and reasonable administrative costs of the Board have been satisfied. If the Board determines that the disbursement will satisfy these requirements, the Board shall then have one hundred fifty (150) days from the date of such determination to effect the disbursement. The amount to be disbursed shall be the amount in Employer's Prefunding Account as of the date of the disbursement (the "disbursement date") and shall include investment earnings up to an investment earnings allocation date preceding the disbursement date. In no event shall the investment earnings allocation date precede the disbursement date by more than 150 days.

(6) After Employer's participation in the CEPPT terminates and at such time that no assets remain in Employer's Prefunding Account, this Agreement shall terminate. To the extent that assets remain in Employer's Prefunding Account, this Agreement shall remain in full force and effect.

(7) If, for any reason, the Board terminates the CEPPT, the assets in Employer's Prefunding Account shall be paid to Employer to the extent permitted by law and Code Section 115 after retention of (i) an amount sufficient to pay the Unfunded PVFB as set forth in a current defined benefit pension plan(s) cost report prepared in compliance with ASOP and the requirements of Paragraph C(1), and (ii) amounts sufficient to pay reasonable administrative costs of the Board. Amounts retained by the Board to pay the Unfunded PVFB shall be transferred to (i) another Code Section 115 trust dedicated to prefunding Employer's required pension contributions, subject to the Board's determination that such transfer will satisfy applicable requirements of the Code, other law and accounting standards, and the Board's fiduciary duties or (ii) Employer's Pension Plan, subject to acceptance by Employer's Pension Plan.

(8) If Employer ceases to exist but Employer's Prefunding Account continues to exist, and if no provision has been made to the Board's satisfaction by Employer with respect to Employer's Prefunding Account, the Board shall be permitted to identify and appoint a successor to Employer under this Agreement, provided that the Board first determines, in its sole discretion, that there is a reasonable basis upon which to identify and appoint such a successor and provided further that such successor agrees in writing to be bound by the terms of this Agreement. If the Board is unable to identify or appoint a successor as provided in the preceding sentence, then the Board is authorized to appoint a third-party administrator or other successor to act on behalf of Employer under this Agreement and to otherwise carry out the intent of this Agreement with respect to Employer's Prefunding Account. Any and all costs associated with such appointment shall be paid from the assets attributable to Employer's Prefunding Account. At the Board's option, and subject to acceptance by Employer's Pension Plan,

the Board may instead transfer the assets in Employer's Prefunding Account to Employer's Pension Plan and terminate this Agreement.

(9) If the Board determines, in its sole discretion, that Employer has breached the representation and warranty set forth in Paragraph A., the Board shall take whatever action it deems necessary to preserve the tax-exempt status of the CEPPT.

I. Indemnification

Employer shall indemnify, defend, and hold harmless CalPERS, the Board, the CEPPT, and all of the officers, trustees, agents and employees of the foregoing from and against any loss, liability, claims, causes of action, suits, or expense (including reasonable attorneys' fees and defense costs, lien fees, judgments, fines, penalties, expert witness fees, appeals, and claims for damages of any nature whatsoever) not charged to the CEPPT and imposed as a result of, arising out of, related to or in connection with (1) the performance of the Board's duties or responsibilities under this Agreement, except to the extent that such loss, liability, suit or expense results or arises from the Board's own gross negligence, willful misconduct or material breach of this Agreement, or (2) without limiting the scope of Paragraph F(6) of this Agreement, any acts taken or transactions effected in accordance with written directions from Employer or any of its authorized representatives or any failure of the Board to act in the absence of such written directions to the extent the Board is authorized to act only at the direction of Employer.

J. General Provisions

(1) Books and Records

Employer shall keep accurate books and records connected with the performance of this Agreement. Such books and records shall be kept in a secure location at Employer's office(s) and shall be available for inspection and copying by the Board and its representatives.

(2) Notice

(a) Any notice or other written communication pursuant to this Agreement will be deemed effective immediately upon personal delivery, or if mailed, three (3) days after the date of mailing, or if delivered by express mail or e-mail, immediately upon the date of confirmed delivery, to the following:

For the Board:

Filing by mail, send to:
CalPERS
CEPPT
P.O. Box 1494
Sacramento, CA 95812-1494

Filing in person, deliver to:
CalPERS Mailroom
CEPPT
400 Q Street
Sacramento, CA 95811

For Employer:

City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

(b) Either party to this Agreement may, from time to time by notice in writing served upon the other, designate a different mailing address to which, or a different person to whom, all such notices thereafter are to be addressed.

(3) Survival

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of this Agreement shall survive the termination of this Agreement.

(4) Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

(5) Necessary Acts; Further Assurances

The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

(6) Incorporation of Amendments to Applicable Laws and Accounting Standards

Any references to sections of federal or state statutes or regulations or accounting standards shall be deemed to include a reference to any amendments thereof and any successor provisions thereto.

(7) Days

Wherever in this Agreement a set number of days is stated or allowed for a particular event to occur, the days are understood to include all calendar days, including weekends and holidays, unless otherwise stated.

(8) No Third Party Beneficiaries

Except as expressly provided herein, this Agreement is for the sole benefit of the parties hereto and their permitted successors and assignees, and nothing herein, expressed or implied, will give or be construed to give any other person any legal or equitable rights hereunder. Notwithstanding the foregoing, CalPERS, the CEPPT, and all of the officers, trustees, agents and employees of CalPERS, the CEPPT and the Board shall be considered third party beneficiaries of this Agreement with respect to Paragraph I above.

(9) Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

A majority vote of Employer's Governing Body at a public meeting held on the 12th day of the month of November in the year 2020, authorized entering into this Agreement.

Signature of the Presiding Officer: _____

Printed Name of the Presiding Officer: William K. Rounds, Mayor

Name of Governing Body: City Council

Name of Employer: City of Santa Fe Springs

Date: November 12, 2020

BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
ARNITA PAIGE
DIVISION CHIEF, PENSION CONTRACT AND PREFUNDING PROGRAMS
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

To be completed by CalPERS
The effective date of this Agreement is: _____



California Public Employees' Retirement System
California Employers' Pension Prefunding Trust (CEPPT)
400 Q Street, Sacramento, CA 95811
www.calpers.ca.gov

Delegation of Authority to Request Disbursements
California Employers' Pension Prefunding Trust
(CEPPT)

RESOLUTION
OF THE

City Council

(GOVERNING BODY)

OF THE

City of Santa Fe Springs

(NAME OF EMPLOYER)

The City Council delegates to the incumbents
(GOVERNING BODY)

in the positions of City Manager and
(TITLE)

City Treasurer, and/or
(TITLE)

Assistant City Treasurer authority to request on behalf of the
(TITLE)

Employer disbursements from the Pension Prefunding Trust and to certify as to the purpose for which the disbursed funds will be used.

By _____
Title William K. Rounds, Mayor

Witness _____

Date _____



CalPERS Proposal

Prepared for

Travis Hickey, Director of Finance and Administrative Services

City of Santa Fe Springs

Invitation for Bids for Section 115 Pension Trust

Friday, October 9, 2020

Prepared by:

CalPERS
Prefunding Programs
CEPPT

Contact Person:

Matt Goss
Customer Outreach & Support Program Manager
CalPERS Prefunding Programs
(916) 795-9071 Desk
(916) 382-6487 Cell
matthew.goss@calpers.ca.gov





California Public Employees' Retirement System
Prefunding Programs
400 Q Street, Sacramento, CA 95811
888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

October 9, 2020

Attention: Travis Hickey
Director of Finance and Administrative Services
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670-3679

Subject: Invitation for Bids for Section 115 Pension Trust

Dear Travis,

Thank you for inviting the California Employers' Pension Prefunding Trust (CEPPT) fund program to submit a comprehensive proposal to provide Section 115 Trust Management Services on behalf of the City of Santa Fe Springs (City). We fully understand the scope of services being requested for proposal (RFP), the timeline of these services, and would be honored to serve the City in this additional capacity. Hence, we have proposed a firm and irrevocable offer for the next 120 days.

The City's primary contact is Matt Goss, CalPERS Prefunding Programs Customer Outreach and Support Program Manager. Matt is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the City.

There are responses to some questions where we have provided information on the California Employers' Retiree Benefit Trust (CERBT) fund program. The reason for this is because while the CEPPT and the CERBT are separate programs with uniquely distinct purposes, they are both administered by CalPERS and have a shared administrative model along with extremely similar investment models. Therefore, to be as thorough as possible, we have provided CERBT program information where we thought it would be helpful.

We hope our response to this RFP and the attached documents convey our intentions and responsibilities to you. We are fully committed to serving the City in its efforts to prefund pension and OPEB.

Sincerely,

A handwritten signature in black ink that reads "Matt P. Goss". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Matt Goss
Customer Outreach and Support Manager
CalPERS Prefunding Programs
(916) 382-6487 Cell
matthew.goss@calpers.ca.gov

III. Table of Contents

- I. Cover Page & Letter
- II. Table of Contents
- III. Executive Summary
- IV. Response to Scope of Services
- V. Attachments
 - 1. CERBT Private Letter Ruling
 - 2. CEPPT Fund Fact Sheets
 - 3. CEPPT Asset Class Fact Sheets
 - 4. Prefunding Programs Employers

III. Executive Summary

The California Public Employees' Retirement System (CalPERS) is an agency of the State of California (State) charged to administer defined benefit pension, employer pension contribution prefunding, health benefits, long-term care insurance, other post-employment benefit (OPEB) prefunding, and supplemental income defined contribution programs, for the benefit of State, school, and local public agency employees. CalPERS is the largest public employee retirement fund (PERF) in the United States. CalPERS has been a retirement system administrator and has managed the PERF trust fund on behalf of California public employer defined benefit retirement plans since 1932. Presently, CalPERS manages about \$400 billion in PERF assets on behalf of about 2 million members and 2,890 California public employers. The City of Santa Fe Springs (City) has participated in the CalPERS defined benefit pension system since December 1, 1958.

The CERBT began operations in March of 2007. Presently, the CERBT manages about \$12.5 billion in assets on behalf of 572 California public employers (including 148 Cities/Towns). The CERBT is the largest OPEB trust fund provider in the United States as measured by both assets under management and the number of participating employers.

The CEPPT began operations in July of 2019. Presently, the CEPPT manages about \$12 million in assets on behalf of 21 California public employers. The CalPERS Board of Administration (CalPERS Board) are the fiduciaries of the CEPPT. In addition, some CalPERS Executive Officers have meaningful and relevant fiduciary responsibilities. The CalPERS Investment Office (INVO) staff, under policy guidance of the CalPERS Board, manages and oversees the investments of the CEPPT. The CalPERS INVO Affiliate Investment Program (AIP) area will offer support to the City's CEPPT account. Christine Reese, AIP Investment Director, leads this team who work out of the CalPERS INVO. Christine has more than 25 years of experience in the investment management industry. The CalPERS Prefunding Programs team is responsible for the administration of the CEPPT. Colleen Cain-Herrback is the CalPERS Prefunding Programs Administration and Reporting Program Manager and Matt Goss is the CalPERS Prefunding Programs Customer Outreach and Support Program Manager. Robert Sharp is the Assistant Division Chief for CalPERS Prefunding Programs which includes oversight of the CEPPT. Arnita Paige is the Division Chief for CalPERS Pension Contracts and Prefunding Programs which includes oversight of the CEPPT.

IV. Response to Scope of Services

A. Implementation

Ability to implement the Trust within 90 days of executing contract.

It is simple and easy to establish a CEPPT contract for the City and the timeframe will fall within the required 90-day period.

The contracting documents will be reviewed and approved in a few business days (not more than 10 business days, but usually 2-3 business days). The trust is fully implemented and set-up for the City as soon as the CEPPT contract has been executed and signed by CalPERS. Contributions will be accepted as early as one day after the date of the City's contract agreement is approved by CalPERS.

We have provided an implementation schedule based on the City's planned award date of October 22, 2020.

Hypothetical Implementation Schedule

RFP issued	September 15, 2020
Deadline for receiving questions	September 22, 2020
Proposals due	October 9, 2020
Vendor selected at City Council	October 22, 2020
City completes and submits CEPPT contracting documents	October 29, 2020
CEPPT Participation Agreement executed	November 5, 2020*
CEPPT welcome letter packet mailed to City	November 6, 2020
CEPPT onboarding teleconference	November 9, 2020
CEPPT cash flow strategy discussion for fiscal year 2020-21	November 9, 2020
Initial CEPPT contribution (optional)	November 12, 2020*
CEPPT Q2 statement as of 12312020 uploaded to NRS	January 15, 2021
CEPPT account update teleconference	March 6, 2021
CEPPT Q3 statement as of 03312021 uploaded to NRS	April 15, 2021
CEPPT Q4 statement as of 06302021 uploaded to NRS	August 15, 2021
CEPPT account update site visit	September 26, 2021
CEPPT cash flow strategy discussion for fiscal year 2021-22	September 26, 2021
First CEPPT contribution for 2021-22	July 2021
CEPPT Q1 statement as of 09302021 uploaded to NRS	October 15, 2021
CEPPT account updates	1-2x/year ongoing

*With this hypothetical timeline, the City can send its initial contribution as early as November 6, 2020 which is one day after the CEPPT contract has been executed and signed by CalPERS. Since contributions are purely voluntary, the decision when to contribute and amount of contribution rests with the City.

B. IRS-approved Fund and Overall Experience

Offer an IRS-approved irrevocable funding vehicle to protect the City's assets long-term.

Established in 1932, the California Public Employees Retirement System (CalPERS) is an agency of the State of California (State) charged to administer defined benefit pension, employer pension contribution prefunding (CEPPT), health benefits (PEMHCA), long-term care insurance, other post-employment benefits (OPEB) prefunding (CERBT), and supplemental income defined contribution programs (SIP), for the benefit of State, school, and local public agency employees. CalPERS is the largest public employee retirement fund (PERF) in the United States. CalPERS has been a retirement system administrator managing governmental retirement plans for almost 90 years. Presently, CalPERS manages about \$400 billion of pension assets in worldwide markets on behalf of about 3,000 California public employers. CalPERS is the largest state pension system administrator in the United States.

The California Employers' Pension Prefunding Trust (CEPPT) fund program is described in California Public Employees' Retirement Law (PERL) as a special trust fund in the State Treasury for the purpose of allowing State and local public agency employers that provide a defined benefit pension plan to their employees to prefund their required pension contributions. Senate Bill 1413 (SB1413), which enacted the CEPPT, was approved by the California Governor on September 21, 2018 and began operations in July of 2019.

The California Employers' Retiree Benefit Trust (CERBT) fund program is a State trust fund formed and governed under the California State Constitution and California Government Code (GC). The CERBT is an agent multiple employer OPEB plan dedicated to prefunding public employer OPEB liabilities which began operations in March of 2007.

Presently, 577 California public agencies (including 148 Cities/Towns) participate in the CEPPT and CERBT, 572 in the CERBT and 21 in the CEPPT with 17 in both. The CEPPT and CERBT have about \$12.5 billion of assets under management (AUM). CalPERS is the largest Internal Revenue Code (IRC) Section 115 trust administrator in California and the United States as measured by both assets under management and the number of participating employers.

The City of Santa Fe Springs has participated in the CERBT since June 25, 2009. The City made an initial CERBT contribution of \$191,000 on June 25, 2009 into CERBT asset allocation strategy 1 (S1) and have remained in S1 to this day. Since June 25, 2009 through September 30, 2020, a period of 11.27 years, the City has contributed an additional \$ 16,592,250. The City has not requested any CERBT reimbursements. The City has achieved investment gains of \$6,685,133 for a total of \$84,912 in all-inclusive fees over this 11.27-year period and had a CERBT asset balance of \$23,383,471 as of September 30, 2020. The City's annualized net rate of investment return for this 11.27-year period was 7.28% and included historic market downturns and volatility such as the global financial crisis and the Coronavirus.

City of Santa Fe Springs
Invitation for Bids for Section 115 Pension Trust

The purpose of the CEPPT and CERBT are to help employers prefund pension and OPEB costs by delivering the highest investment returns consistent with a given level of investment risk for an appropriate investment time horizon at the lowest cost possible. We aim to fulfill our purpose by delivering five key advantages which are the pillars of our foundation upon which we continue to build and optimize our products and services:

- World renowned investment management expertise with unmatched resources and economies of scale.
- Financial reporting compliant with governmental accounting standards which eliminate, minimize, and support employer requirements.
- Streamlined administrative processes and procedures saving you valuable time and resources. Free sub-accounting if desired. Online record keeping system.
- Competent and dedicated customer service and support 24/7/365 from honest and loyal brokers of fair and balanced information with no monetary incentives.
- Lowest total participation costs yesterday, today, and tomorrow. Greatest probability of saving the most money over time.

It is the concurrent delivery of all five of these advantages that differentiates the CEPPT and CERBT from our competitors. No competitor can deliver all five of these advantages at the same time.

The CERBT has a favorable Private Letter Ruling (PLR) from the IRS that attests to its status (see "Attachment 1 – CERBT Private Letter Ruling"). It is important to note that when the City of Santa Fe Springs joined the CERBT on June 25, 2009, the CERBT had not yet obtained a favorable PLR from the IRS and did not do so until July 25, 2014. On August 26, 2020, CalPERS received a "No Rule" letter from the Internal Revenue Service (IRS) in response to our July 1, 2020 application for a PLR on the Section 115 status of the CEPPT. This No Rule is not a negative ruling, but rather a procedural matter in which the IRS will not currently rule on the Section 115 status of a trust that has any relationship with an IRC section 401(a) plan, including a prefunding vehicle for other qualified 401(a) plans such as the CEPPT. CalPERS will continue to monitor the situation and resubmit an application for a PLR when the No Rule moratorium is lifted. Although a PLR is a valuable assurance that the language of the CEPPT accomplishes its intended purpose, it is not necessary to ensure that the contributions and investment earnings therein will maintain their tax-exempt status. In the meantime, we believe CEPPT employers will maintain the tax-exempt status of their contributions and investment earnings in the CEPPT.

C. Trust Services

Provide a full-service program that includes Trust administration, trustee, and investment management services.

CalPERS provides turnkey IRC Section 115 trust administration, including governance, custody, recordkeeping, financial reporting compliant with governmental accounting standards, and trust legal compliance some examples of which include:

- Receiving contributions from participating employers and establishing separate employer prefunding accounts in the prefunding plan.
- Investing contributed amounts and income, if any.
- Disbursing employer account amounts to pay for valid employer costs.
- Daily reports of account transactions and balances are available through the Prefunding Programs online record keeping system.
- Monthly reports of time-weighted investment performance are published on our web pages called "Fund Fact Sheets."
- Quarterly employer account statements are posted for download from the Prefunding Programs online record keeping system.
- Audited CAFR compliant with GASB 74 & 84 issued by CalPERS.

Prefunding Programs staff are available to the City 24/7/365 and have provided the necessary contact information to facilitate this. Account updates will be proactively delivered to City staff in person, via teleconference, or email, based on City preference and frequency. It is not uncommon that customers request meetings for additional reasons such as to educate Committee and Council members. In these instances, we will deliver upon these requests. More commonly, a simple phone call or teleconference to discuss issues that arise, options for the City to consider, or to clarify a topic, works perfectly. Email is another commonly utilized means of communication that often works well to facilitate an ongoing dialogue and to disseminate information. In summary, the administration will be performed in one capacity or another on a daily basis and in perpetuity for the lifespan of the City's participation. The bottom line is that we will be available to City staff whenever they deem it necessary to assist them in their efforts to prefund pension and OPEB contributions and our service quality will be second to none.

Investment Management

The CalPERS Board are the fiduciaries of the CEPPT. Under policy guidance from the CalPERS Board, CalPERS INVO AIP staff manages and oversees the investments of the CEPPT. CalPERS

City of Santa Fe Springs
Invitation for Bids for Section 115 Pension Trust

has chosen to utilize State Street Global Advisors (SSGA) to externally manage all of the CEPPT asset classes. The daily investment of these asset classes is performed by SSGA following the strategies and instructions of CalPERS. SSGA maintains investment portfolios which are managed passively to emulate the CalPERS performance benchmarks of those asset classes. CalPERS also utilizes SSGA in part or whole for several other trust funds including the PERF, CERBT, Judges Retirement System (JRS), and the Legislators Retirement System (LRS).

CalPERS exercises great care and has a robust due diligence process for conducting an external investment manager search. For the CERBT, the CalPERS Board approved the issuance of an RFP for investment management services, which was written by a dedicated team of CalPERS staff with participation from an independent outside consultant. The CalPERS team was comprised of staff in the INVO, Financial, Compliance, Contracts, & Legal divisions. The team evaluated candidate responses, performed analyses (e.g. risk, credit, liquidity, performance), interviewed finalists, conducted onsite due diligence visits, and presented a recommendation to the CalPERS Board for approval. SSGA was selected at the conclusion of this RFP process.

SSGA was established in 1978 to provide investment management services to institutional investors. Currently, SSGA is the world's third largest asset manager with a portfolio management team of more than 500 long-tenured investment professionals who provide their clients with access to a global network of investment expertise. SSGA rigorously searches for highly motivated, intelligent, and personable team players. The job qualifications required for new hires depend upon the specific position being offered; however, SSGA believes that the standards to which professionals are held are among the highest in the industry. In general, SSGA's portfolio managers, research analysts, and traders have already earned an advanced business degree, as well as have extensive investment experience, and/or computer science/mathematics experience. Most the firm's portfolio managers have also earned the CFA designation. Depending upon the investment area, many portfolio managers are responsible for research related to their products. SSGA's Quantitative Research Analysts typically have advanced degrees in Mathematics, Computer Science, and extensive quantitative experience. Traders in SSGA's core trading group must have extensive work experience as well as understanding of derivative theory and transaction cost reduction.

Custodial Services

State Street Bank (SSB) is contracted to provide CEPPT investment custody services. SSB is a global investment management service company. Its operating history in the USA extends back to 1792. CalPERS Prefunding Programs have used SSB custodial services since the CERBT began operation in 2007.

City of Santa Fe Springs
Invitation for Bids for Section 115 Pension Trust

Recordkeeping Services

Northeast Retirement Services, Inc. (NRS) provides CEPPT employer account record keeping. Daily reports of account transactions and balances are available through the Prefunding Programs online record keeping system. NRS is contracted to deliver web-based asset account record access to both CEPPT and CERBT employers. Employers may access their accounts online. CalPERS Prefunding Programs have used NRS for record keeping services since 2010.

Trust Administrative and Financial Reporting Responsibilities

CalPERS Prefunding Programs team members are responsible for the administrative and financial reporting responsibilities of the CEPPT. This includes most of the tasks that City staff will be involved with such as contributions, disbursements, statements, investment strategy changes, funding policy discussions, financial reporting support data, investment performance reporting, and more.

CEPPT and CERBT contributions and disbursements are always voluntary actions decided upon by the participating employer and never required by CalPERS. Contributions can be made at any time and frequency via check, wire, or ACH. Completed contribution forms accompany each contribution made which maximizes accuracy and efficiency while minimizing errors. Disbursements can be requested at any time by submitting a disbursement request form via email. Disbursement checks will be mailed directly to the City on or around the 20th day of the month after the month during which the disbursement requests are received. For example, a disbursement request received in September will be received on or around October 20th. Disbursement checks reimburse employers dollar for dollar for valid expenses in the current fiscal year. City staff can then use these reimbursed assets for any purpose.

D. Investment Policy

Work directly with City staff to prepare asset allocation guidelines for the Trust based on the City's investment objectives, risk tolerance, and in compliance with the City's Investment Policy.

If the City establishes a CEPPT Participation Agreement with CalPERS it will delegate the investment fiduciary responsibility of the City's CEPPT assets to the CalPERS Board. This delegation of investment fiduciary responsibility includes the adoption of the [CEPPT Investment Policy](#). The design of the CEPPT Investment Policy ensures that investors, managers, consultants, and other participants selected by CalPERS take prudent and careful action while managing the portfolios. Additionally, use of the CEPPT Investment Policy ensures sufficient flexibility in managing investment risks and returns associated with the CEPPT. The CEPPT Investment Policy should be read in conjunction with and is subject to applicable conditions contained within the [CalPERS Total Fund Investment Policy](#). The CEPPT Investment Policy shall also be managed to comply with all applicable INVO policies.

City of Santa Fe Springs
 Invitation for Bids for Section 115 Pension Trust

The CalPERS Board directs the investment strategy and investments of the CEPPT in accordance with the CEPPT Investment Policy. CalPERS INVO staff, under policy guidance of the CalPERS Board, manages the investments of the CEPPT. CalPERS employs more than 400 INVO staff who are devoted to the management of investments, investment risk, and investment policy compliance. CalPERS has chosen to utilize SSGA to externally manage all CEPPT asset classes except liquidity which is constrained to frictional/operational cash flows managed by CalPERS AIP staff. CalPERS AIP staff oversee SSGA.

The purpose of the CEPPT is to prefund employer pension contributions by delivering the highest investment return consistent with a given level of investment risk for an appropriate investment time horizon, at the lowest cost possible. To achieve this purpose, the CEPPT program offers employers a broadly diversified investment portfolio, consisting of public market securities, authorized by an investment policy approved by the CalPERS Board. This investment portfolio is offered to employers in the form of two risk efficient, broadly diversified asset allocation strategies. These two CEPPT asset allocation strategies (CEPPT strategies) invest in the same four underlying set of asset classes. The asset allocation strategies differ from one another only in the extent to which they participate in each asset class. By altering the portion of assets allocated to each asset class in a systematic way, the long term expected rate of investment return and the investment return volatility of each asset allocation strategy are made materially different from one another.

The table below provides details regarding assumptions of 1-10 year forecasted expected rates of investment return for the CEPPT strategies. These expected rates of return are net of all fees assuming a fee rate of 25 basis points. Also illustrated is the corresponding level of expected investment return volatility as measured by the standard deviation of expected investment returns for the same 1-10-year period. This data was generated from 2019 capital market assumptions and constraints.

CEPPT Strategies	Strategy 1	Strategy 2
Expected 1-10 Year Net Compound Rate of Investment Return (U.S. Inflation Rate Assumption of 2.10%)	5.00%	4.00%
Standard Deviation of Expected Investment Returns	8.2%	5.2%

The table below provides details regarding the asset class target allocations and policy ranges for each CEPPT strategy along with the investment performance benchmarks for each major asset classification utilized.

City of Santa Fe Springs
 Invitation for Bids for Section 115 Pension Trust

Asset Classification	Benchmark	Strategy 1	Strategy 2
Global Equity	MSCI ACWI IMI (Net)	40% +/- 5%	14% +/- 5%
Fixed Income	Bloomberg Barclays U.S. Aggregate Bond Index	47% +/- 5%	73% +/- 5%
Global Real Estate (REITs)	FTSE EPRA/NAREIT Developed Liquid (Net)	8% +/- 5%	8% +/- 5%
Treasury Inflation Protected Securities (TIPS)	Bloomberg Barclays US TIPS Index (Series L)	5% +/- 3%	5% +/- 3%
Liquidity	91-Day Treasury Bill	0% + 2%	0% +2%

CalPERS ensures compliance with the CEPPT Investment Policy by setting asset class target allocations and policy ranges for each of the asset classes being utilized which are provided in the CEPPT Investment Policy. The CalPERS Board has established procedures which are followed by CalPERS staff to ensure that CEPPT Investment Policy compliance is maintained.

The CEPPT investments are monitored and evaluated daily to ensure that their ability to provide CEPPT participating employers with optimally efficient and prudent investment options is maintained. Major asset classifications and the CEPPT strategies are determined using a rigorous methodology that includes an exhaustive study, analysis, and review of the CEPPT Investment Policy at least once every four years with a less exhaustive review performed at least every year. CalPERS has developed and implemented an asset liability analytical framework to conduct its asset allocation work for the CEPPT Investment Policy, which may be modified periodically to reflect the changing nature of investment market and economic conditions. Using a mean variance optimization approach that incorporates forecasted capital market assumptions (asset class returns), volatilities, and liability information for each trust, an efficient frontier is constructed depicting the portfolios with the highest expected return for a range of volatilities given the assumptions. The policy portfolios on the efficient frontier provide investment options of the highest degree of diversification given varying levels of risk. A range of potential policy portfolios that best balance the investment objectives, risk tolerances, and liquidity constraints of the CEPPT trust are then presented for CalPERS Board approval. Once a policy portfolio is approved, the CEPPT Investment Policy is approved by the CalPERS Board which identifies the strategic asset allocation targets to be invested in each asset class. Policy targets are typically implemented over an appropriate transition period (depending on the degree of change) to efficiently manage transaction costs and market effect. Upon adoption of significant CEPPT Investment Policy changes, CalPERS staff will implement the changes within a reasonable

City of Santa Fe Springs
Invitation for Bids for Section 115 Pension Trust

time period. The CEPPT portfolio will be managed in a manner that minimizes any tracking error.

Report on investment performance versus benchmarks and asset classes information are in “Attachment 2 - Fund Fact Sheets” and “Attachment 3 – Asset Class Fact Sheets”.

CEPPT employer assets are pooled within each CEPPT strategy for investment purposes and objectives, however, CEPPT employer assets are accounted for separately in individual CEPPT employer accounts using a unitized methodology where each CEPPT employer owns units of a CEPPT strategy. Unitization makes asset valuation simple and allows for efficient liquidity.

CEPPT employers control their individual CEPPT funding policies. Prefunding Programs staff view the decision about which CEPPT strategy(s) to utilize as a funding policy decision rather than an investment policy decision. The City is responsible for this ongoing decision which is based on investment return volatility, plan funded status, sources of future funding, and cash payments required by the benefit plan. Since the underlying asset classes are the same for each CEPPT strategy, the City’s choice of CEPPT strategy(s) is guided by what is best in terms of financial commitment, prefunding objective, and plan cash flow requirements, rather than in which particular securities should assets be invested. To help make this decision easier, City staff may choose to utilize both CEPPT strategies concurrently.

All CEPPT contributions (initial and ongoing) are treated identically with respect to their timely deployment into CEPPT strategies. CEPPT contributions can be made daily, weekly, monthly, quarterly, or annually which is something for the City to consider when moving money into the CEPPT. Many employers have mentioned their concerns to Prefunding Programs staff about market timing risk and prefer smaller, more frequent contributions to address their concerns.

E. City Council Education

Provide education/presentations regarding the pension Trust program to other City staff and elected officials.

The CEPPT program will provide education and the City’s trust participation updates to City stakeholders and elected officials.

Prefunding Programs staff are available to the City 24/7/365. Account updates will be proactively delivered to City staff in person, via teleconference, or email, based on City preference and frequency. It is not uncommon that customers request meetings for additional reasons such as to educate Committee and Council members. In these instances, we will deliver upon these requests. More commonly, a simple phone call or teleconference to discuss issues that arise, options for the City to consider, or to clarify a topic, works perfectly. Email is another commonly utilized means of communication that often works well to facilitate an ongoing dialogue and to disseminate information. In summary, the

City of Santa Fe Springs
Invitation for Bids for Section 115 Pension Trust

administration will be performed in one capacity or another on a daily basis and in perpetuity for the lifespan of the City's participation. The bottom line is that we will be available to City staff whenever they deem it necessary to assist them in their efforts to prefund pension and OPEB contributions and our service quality will be second to none.

F. Account Update

Provide semi-annual presentations to staff on the performance of the Trust.

See Section E above.

G. Statements

Provide monthly statements electronically for the current Trust assets.

The CEPPT will provide account performance reporting to the City in the following manner:

- Daily reports of account transactions and balances are available through the Prefunding Programs online record keeping system.
- Monthly reports of time-weighted, CEPPT strategy level performance are published on the CEPPT web pages called "CEPPT Fund Fact Sheets."
- Quarterly employer account statements for periods ending 9/30, 12/31, and 3/31 are posted for download from the Prefunding Programs online record keeping system on or about the 15th day of the month following the close of the quarter period.
- Annual employer account statements for the period ending 6/30 are posted for download from the Prefunding Programs online record keeping system on or about August 15.
- CEPPT account updates are proactively delivered to customers in person, via teleconference, or email, based on City preference.
- The CEPPT is a fiduciary fund and will be reported in compliance with GASB 84 in the CalPERS CAFR.

H. City Council Contract Approval

Attendance at the City Council meeting when this contract is scheduled for approval and as needed.

The CEPPT is able to attend City Council meeting during the contract approval and as needed. See Section E above.

I. Contributions and Disbursements

Coordinates all contributions into the Trust and processes requests for distributions.

CEPPT and CERBT contributions and disbursements are always voluntary actions decided upon by the participating employer and never required by CalPERS. Contributions can be made at any time and frequency via check, wire, or ACH. Completed contribution forms accompany each contribution made which maximizes accuracy and efficiency while minimizing errors.

Disbursements can be requested at any time by submitting a disbursement request form via email. Disbursement checks will be mailed directly to the City on or around the 20th day of the month after the month during which the disbursement requests are received. For example, a disbursement request received in September will be received on or around October 20th. Disbursement checks reimburse employers dollar for dollar for valid expenses in the current fiscal year. City staff can then use these reimbursed assets for any purpose.

Prefunding Programs staff manage all CEPPT and CERBT contributions and distributions. They are always available to provide support and assistance to the City.

J. Fees

The CEPPT and CERBT are both, self-funded, not for profit, trust funds in which participating employers pay for all expenses. These expenses consist of administrative expenses borne by CalPERS to administer and oversee the trust assets, investment management fees and administrative fees paid to SSGA for their role in managing the CEPPT and CERBT investment trust asset classes, custody services paid to SSB and recordkeeping fees paid to NRS to administer individual employer accounts. Because the CEPPT and CERBT both cannot retain a profit from their services, the CEPPT and CERBT both charge a separate, independent, total participation cost fee rate that covers all services. This total participation cost fee rate is expressed in basis points (bps). A basis point (bp) is 1/100th of a single percent. This fee rate is applied to and deducted from the participating employer's daily CEPPT or CERBT asset balance. CEPPT and CERBT participating employers are never billed or invoiced. The CEPPT total participation cost fee rate is currently 25bps of assets under management. The CERBT total participation cost fee rate is currently 10bps of assets under management and has been the same since 2014. There are no other CEPPT or CERBT fees.

CERBT Fee Rate Category Breakdown	
Source of CERBT Fees	Basis Points
External investment management fees	~2.00

City of Santa Fe Springs
 Invitation for Bids for Section 115 Pension Trust

External investment operating expenses to fund managers	~1.50
Internal investment fees	~0.65
Custodial services fees	~0.20
Online record keeping fees	~0.15
Program administration fees	~5.50
Total:	10.00

CERBT Fee Rate History:

Fiscal Year	Fee Rate in Basis Points
2007-08	2.00
2008-09	6.00
2009-10	9.00
2010-11	12.00
2011-12	12.00
2012-13	15.00
2013-14	13.00
2014-15	10.00
2015-16	10.00
2016-17	10.00
2017-18	10.00
2018-19	10.00
2019-20	10.00
2020-21	10.00

CEPPT Fee Rate History:

Fiscal Year	Fee Rate in Basis Points
2019-20	25.00
2020-21	25.00

There are no other CEPPT or CERBT fees. There is no start-up implementation fee. No fee is charged until assets are placed in the employer account. There are no one-time fees. There are no fees for initial and ongoing compliance and legal fees. There are no minimum fees. There are no front-end and back-end fees/loads. There are no transaction fees. There are no standard fees vs. custom services fees. There are no termination fees, or any other fees related to the transfer of the City's assets to another qualified trust. CEPPT and CERBT

City of Santa Fe Springs
 Invitation for Bids for Section 115 Pension Trust

employers pay the actual cost of trust fund operations. CalPERS is a state agency and does not retain any profit from trust operation. The fee rate may change.

Our fee rate is not scalable like our competitors. We charge all of our customers, regardless of their size, the lowest possible cost at all times. We start less expensive than any other trust fund and we stay less expensive than any other trust fund. This is a huge advantage for our customers because it creates a favorable mathematical probability, they will save the greatest amount of money at the same level of investment risk exposure over a given time period. The longer that time period the greater the probability. Additionally, when they draw down their account balances and actually use the money for its intended purpose, they don't have to pay more in fees. Below is a table that illustrates annual, all-inclusive costs, for the City based on assets under management (AUM) in a Section 115 trust.

Fee Rate in Basis Points (bps) and Annual Costs on Assets Under Management (AUM)					
AUM	10bps	20bps	25bps	30bps	35bps
\$1M	\$1K	\$2K	\$2.5K	\$3K	\$3.5K
\$10M	\$10K	\$20K	\$25K	\$30K	\$35K
\$24M	\$24K	\$48K	\$60K	\$72K	\$84K

Remember that the City currently has a CERBT asset balance of \$23,383,471 and will pay approximately \$23,383 (10bps fee rate applied to AUM) annually assuming that balance remains unchanged each day. If that balance goes down the City will save even more and if that balance goes up the City will still save the most with CalPERS. Even the most favorable scenario with our competitors (20bps fee rate applied to AUM) will double those costs annually at the very minimum which would be approximately \$46,766. Over the next decade, this cost difference is approximately \$233,830 in City dollars that would go nowhere except the pockets of these companies and would be absent from your trust account where they would likely be exposed to additional investment gains and compounding interest. How do our competitors propose that this will be worth your while? Higher rates of return is what they will tell you. This is an assumption of future performance that can't be guaranteed any more than we can guarantee a specific future outcome, and in reality, the timing of your specific cash flows will likely determine your performance as much or more than slightly different investment strategies will. These comparisons are also not risk equivalent which is problematic. Common sense tells us that the only way two broadly diversified portfolios holding similar underlying investments can generate different outcomes of statistical significance is by having different tactical allocation weights, hence, you will then be taking on greater risk in an effort to achieve those alleged "higher returns". Many will argue that their active management approach will yield better results, however, the burden of proof regarding this is rarely met when comparing net investment performance over different time horizons based on actual employer-specific money-weighted cash flows. This is due in part to the increase in costs when using active management.

K. References

The CEPPT began operations in July of 2019. Presently, the CEPPT manages about \$12 million in assets on behalf of 21 California public employers including:

Amador County Superior Court
Aptos/La Selva Fire Protection Agency
Calaveras County Superior Court
Central Fire Protection District of Santa Cruz County
City of Buena Park
City of Burbank
City of Maywood
City of Shasta Lake
City of Yreka
Kentfield Fire Protection District
Midway City Sanitary District
Mono County Superior Court
Northstar Community Services District
Ross Valley Sanitary District
San Gabriel Valley Council of Governments
Scotts Valley Fire Protection District
South Placer Municipal Utility District
Tiburon Fire Protection District
Town of Los Gatos
Transportation Authority of Marin
Truckee Fire Protection District
Truckee Sanitary District

The CERBT began operations in March of 2007. Presently, 572 California public agencies (including 148 Cities/Towns) prefund their OPEB liabilities through the CERBT. CERBT has about \$12.5 billion of employer OPEB assets under management.

The City of Santa Fe Springs has participated in the CERBT since June 25, 2009. The City made an initial CERBT contribution of \$191,000 on June 25, 2009 into CERBT asset allocation strategy 1 (S1) and have remained in S1 to this day. Since June 25, 2009 through September 30, 2020, a period of 11.27 years, the City has contributed an additional \$ 16,592,250. The City has not requested any CERBT reimbursements. The City has achieved investment gains of \$6,685,133 for a total of \$84,912 in all-inclusive fees over this 11.27-year period and had a CERBT asset balance of \$23,383,471 as of September 30, 2020. The City's annualized net rate of investment return for this 11.27-year period was 7.28% and included historic market downturns and volatility such as the global financial crisis and the Coronavirus.

See "Attachment 4 - Prefunding Programs Employers".

L. Program Team and Relationship Services

Background and related experience of the specific individuals to be assigned to this project.

The City's primary contact is Matt Goss, CalPERS Prefunding Programs Customer Outreach and Support Program Manager. Matt has been working for CalPERS since 2007 and in Prefunding Programs since 2010. Before joining CalPERS, Matt worked in the private sector as a Pharmaceutical Sales Representative for GlaxoSmithKline and Medical Device Sales Consultant for Synthes Craniomaxillofacial Orthopedics. Matt earned a BS in Kinesiology from California State University, Sacramento.

City staff will also work with Colleen Cain-Herrback, CalPERS Prefunding Programs Administration and Reporting Program Manager, on the portions of this assignment related to accounting and financial reporting. Colleen joined the Prefunding Programs team in 2016 after working for 2 years in CalPERS program areas performing budget analysis, and 5 years in our Human Resources Division. Prior to joining CalPERS in 2009, Colleen worked for 5 years with the Sacramento Kings NBA organization in their Human Resources Office. Colleen earned a BS in Business Administration from California State University, Sacramento.

When the need to escalate an issue related to this assignment beyond Matt or Colleen may arise, City staff will work with Robert Sharp, Arnita Paige, or Christine Reese depending on the issue. Robert Sharp is the Assistant Division Chief for CalPERS Prefunding Programs which includes oversight of the CEPPT, CERBT, and SIP Programs. Prior to joining CalPERS in 2005, Robert worked for 6 years in the private sector in the banking and insurance industry. Robert earned a BA from California State University, Sacramento.

Arnita Paige is the Division Chief for CalPERS Pension Contracts and Prefunding Programs which includes oversight of CalPERS Pension Contracts, CEPPT, CERBT, and SIP Programs. Arnita joined CalPERS in 2007. Prior to joining CalPERS, Arnita has served over 20 years in program administration at other State agencies. Arnita has also worked in the private sector as an Account Manager for a major auto company and a Financial Analyst in the banking industry. Arnita earned a BA in Finance from California State University, Sacramento and has a graduate degree in Management from Keller Graduate School of Management.

Christine Reese, CalPERS Affiliate Investments Program (AIP) Investment Director, has more than 25 years of experience in the investment management industry, working with leading financial institutions such as BlackRock, State Street Bank & Trust, and Union Bank of California. Christine held managerial positions in trading, operations, accounting, product development, and has most recently worked as an independent consultant focusing on strategic financial institution initiatives.

In the past 3 years, Matt Goss, Colleen Cain-Herrback, Robert Sharp, Arnita Paige, and Christine Reese have worked with almost 150 municipal agency clients in the CERBT as just a

City of Santa Fe Springs
Invitation for Bids for Section 115 Pension Trust

small example of their significant experience and capacity to deliver the entire scope of responsibilities addressed within this RFP.

The City of Santa Fe Springs has participated in the CERBT since 2009. Each of the aforementioned CalPERS staff have been present during large segments of the City's CERBT participation and have done their part in delivering prudent, consistent, and effective CERBT services on behalf of the City's CERBT account.

Attachments

Attachment 1

CERBT Private Letter Ruling

Department of the Treasury
Washington, DC 20224

Internal Revenue Service

[Third Party Communication:
Date of Communication: Month DD, YYYY]

Index Number: 115.00-00

Person To Contact:
Sylvia F. Hunt, ID No. 1000219385

Ms. Gina M. Ratto
California Employers' Retiree Benefit Trust
California Public Employees' Retirement
System
400 Q Street, LPN Room 3340
Sacramento, CA 95811

Telephone Number:
(202) 317-5800
Refer Reply To:
CC:TEGE:EOEG:E0
PLR-102797-14

Date:
July 25, 2014

Legend

- State = California
- Trust = California Public Employers' Retiree Benefit Trust
- Board = California Public Employees' Retirement System Board of Administration
- Accounts = Employer Prefunding Accounts

Dear Ms. Ratto:

This letter responds to a letter from your authorized representative dated March 20, 2014, in addition to supplemental information, submitted on behalf of Trust, requesting rulings that (1) Trust's income is excludable from gross income under Internal Revenue Code ("IRC") § 115 and (2) Trust is not required to file an annual federal income tax return under IRC § 6012(a)(4). Trust represents the facts as follows:

FACTS

State established Trust to provide a prefunding source for the payment of liabilities for health and welfare benefits to retirees and dependents of participating employers. Participating employers are either political subdivisions of State or entities the income of which is excluded from gross income of IRC § 115(1).

Board has sole and exclusive control and power over the administration and investment of the Trust. Board consists of a majority of members who are either appointed by State or elected in a statewide election. The Board composition is mandated by law and cannot be changed unless approved by a majority of the registered voters in State. Board's administrative authority with respect to the Trust includes receiving contributions from, and establishing separate Accounts with respect to, each participating employer, investing amounts held in the Trust, and making permitted

PLR-102797-14

2

disbursements to cover benefit and administrative costs. All employer participation in, and disbursements made from, the Trust must comply with the State regulations governing such transfers in and out of the Trust. Also in accordance with State regulations, all transfers must comport with section of the Internal Revenue Code.

The funds of each participating employer in the Trust are separately accounted for and each separate account is debited and credited with its applicable contributions, investment experience, expense obligations, and distributions made to pay benefit obligations. Currently, disbursements are made directly to each participating employer. In the future, however, the Trust may make payments directly to the participating employer plans that provide benefits which are prefunded through the Trust or to other entities or individuals on behalf of employees or annuitants entitled to receive benefits under such plan. Regardless of the identity of the payee, in no event will disbursements be made by the Trust for purposes other than post-employment benefits that are payable by the Trust.

Trust agreement provides that the each employer may terminate its participation in Trust at any time, upon written notice to Board. Upon termination, any remaining Trust assets shall be used to subsidize the cost of post-retirement health benefits for beneficiaries of Trust.

Trust represents that no private interests participate in, or benefit more than incidentally from, Trust.

Issue 1- IRC § 115(1)

LAW AND ANALYSIS

IRC § 115(1) provides that gross income does not include income derived from any public utility or the exercise of any essential governmental function and accruing to a state or any political subdivision thereof.

Rev. Rul. 77-261, 1977-2 C.B. 45, holds that income generated by an investment fund that is established by a state to hold revenues in excess of the amounts needed to meet current expenses is excludable from gross income under IRC § 115(1), because such investment constitutes an essential governmental function. The ruling explains that the statutory exclusion is intended to extend not to the income of a state or municipality resulting from its own participation in activities, but rather to the income of an entity engaged in the operation of a public utility or the performance of some governmental function that accrues to either a state or political subdivision of the state. The ruling points out that it may be assumed that Congress did not desire in any way to restrict a state's participation in enterprises that might be useful in carrying out projects that are desirable from the standpoint of a state government and that are within the ambit of a sovereign to conduct.

PLR-102797-14

3

Rev. Rul. 90-74, 1990-2 C.B. 34, holds that the income of an organization formed, funded, and operated by political subdivisions to pool various risks (e.g., casualty, public liability, workers' compensation, and employees' health) is excludable from gross income under IRC § 115(1) because the organization is performing an essential governmental function. In Rev. Rul. 90-74, private interests neither materially participate in the organization nor benefit more than incidentally from the organization.

As stated above, Trust was formed for the sole purpose of providing a prefunding source for the payment of liabilities for health and welfare benefits to retirees and dependents of participating employers. Participating employers are either political subdivisions of State or entities the income of which is excluded from gross income of IRC § 115(1).

Trust's dedication of its corpus and income exclusively for the benefit of the retirees of participating employers and their dependents satisfies an obligation of State to provide health and welfare benefits to its retired employees. The benefit to State's participating retirees and their dependents is incidental to the public benefit. Upon termination all of Trust's assets must be used for funding the postemployment benefits offered by governmental entities or administrative expenses. Any remaining assets will be distributed to the participating employers.

Issue 2 -- IRC § 6012(a)(4)

LAW AND ANALYSIS

Section 301.7701-1(b) of the Procedure and Administration Regulations provides, in part, that the classification of organizations that are recognized as separate entities is determined under §§ 301.7701-2 through 301.7701-4(a), unless a provision of the IRC provides for special treatment of that organization.

Section 301.7701-4(a) provides, in general, that an arrangement will be treated as a trust under the Code if it can be shown that the purpose of the arrangement is to vest in trustees responsibility for the protection and conservation of property for beneficiaries who cannot share in the discharge of this responsibility and, therefore, are not associates in a joint enterprise for the conduct of business for profit.

Contributions to Trust are to be used to prefund health care coverage and related administrative costs for certain retirees and their dependents. Board is charged with the responsibility of protecting and conserving Trust property for the benefit of beneficiaries of Trust pursuant to State law. The beneficiaries of Trust cannot share in the discharge of Board's responsibility for the protection and conservation of Trust property and, therefore, are not associates in a joint enterprise for the conduct of a business for profit.

PLR-102797-14

4

IRC § 6012(a)(4) provides that every trust having taxable income for the tax year, or having gross income of \$600 or more for that year regardless of the amount of taxable income, must file a return with respect to income taxes under subtitle A.

RULINGS

Based solely on the facts and representations submitted by Trust:

1. Because the income of Trust is derived from the exercise of an essential governmental function and will accrue to a political subdivision of State or to an entity the income of which is excludable from gross income under the provisions of IRC § 115(1), we rule that Trust's income is excludable from gross income under IRC § 115(1).
2. We conclude that Trust is classified as a trust within the meaning of IRC § 7701(a) and § 301.7701-4(a). IRC § 6012(a)(4) does not require a trust without taxable income to make a return of income when gross income is less than \$600. Because Trust's income is excludable from gross income under IRC § 115(1), we rule that Trust is not required by IRC § 6012(a)(4) to file an annual income tax return.

Except for the specific rulings above, we express or imply no opinion concerning the federal tax consequences of the facts of this case under any other provision of the IRC. In particular, no representation is made that contributions or premiums paid on behalf of, or benefits received by, employees, former employees, retirees, spouses, dependents, or others will be tax-free. This ruling concerns only the federal tax treatment of Trust's income and may not be cited or relied upon as to any matter relating to the taxation of accident or health contributions or benefits.

This ruling is directed only to the taxpayer requesting it. IRC § 6110(k)(3) provides that it may not be used or cited as precedent.

In accordance with the Power of Attorney on file with this office, a copy of this letter is being sent to your authorized representative.

A copy of this letter must be attached to any income tax return to which it is relevant. Alternatively, taxpayers filing their returns electronically may satisfy this requirement by attaching a statement to their return that provides the date and control number of the letter ruling.

The rulings contained in this letter are based upon information and representations submitted by the taxpayer and accompanied by a penalty of perjury statement executed

PLR-102797-14

5

by an appropriate party. While this office has not verified any of the material submitted in support of the request for ruling, it is subject to verification on examination.

Sincerely,

A handwritten signature in black ink, appearing to read 'Casey Lothamer', with a long horizontal line extending to the right.

Casey Lothamer
Senior Technician Reviewer, EO Branch
(Tax Exempt & Government Entities)

Enclosure (1)

Attachment 2

CEPPT Fund Fact Sheets

CEPPT Strategy 1



Objective

The CEPPT Strategy 1 portfolio seeks to provide capital appreciation and income consistent with its strategic asset allocation. There is no guarantee that the portfolio will achieve its investment objective.

Strategy

The CEPPT Strategy 1 portfolio is invested in various asset classes that are passively managed to an index. CalPERS periodically adjusts the composition of the portfolio in order to match the target allocations. Generally, equities are intended to help build the value of the employer's portfolio over the long term while bonds are intended to help provide income and stability of principal. Also, strategies invested in a higher percentage of equities seek higher investment returns (but assume more risk) compared with strategies invested in a higher percentage of bonds.

Compared with CEPPT Strategy 2, this portfolio has a higher allocation to equities than bonds. Historically, equities have displayed greater price volatility and therefore this portfolio may experience greater fluctuation of value. Employers that seek higher investment returns and are able to accept greater risk and tolerate more fluctuation in returns, may wish to consider this portfolio.

CalPERS Board may change the list of approved asset classes in composition as well as targeted allocation percentages and ranges at any time.

Assets Under Management

As of the specified reporting month-end:

CEPPT Strategy 1	Annual Expense Ratio
\$9,368,933	0.25%

Composition

Asset Class Allocations and Benchmarks

The CEPPT Strategy 1 portfolio consists of the following asset classes and corresponding benchmarks:

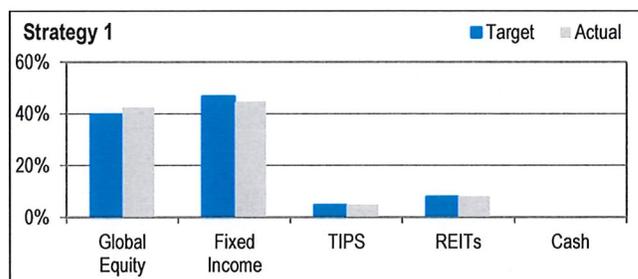
Asset Class	Target Allocation	Target Range	Benchmark
Global Equity	40%	± 5%	MSCI All Country World Index IMI (net)
Fixed Income	47%	± 5%	Bloomberg Barclays U.S. Aggregate Bond Index
Treasury Inflation-Protected Securities ("TIPS")	5%	± 3%	Bloomberg Barclays U.S. TIPS Index, Series L
Real Estate Investment Trusts ("REITs")	8%	± 5%	FTSE EPRA/NAREIT Developed Index (net)
Cash	-	+ 2%	91 Day Treasury Bill

Portfolio Benchmark

The CEPPT Strategy 1 benchmark is a composite of underlying asset class market indices, each assigned the target weight for the asset class it represents.

Target vs. Actual Asset Class Allocations

The following chart shows policy target allocations compared with actual asset allocations as of the specified reporting month-end. CalPERS may temporarily deviate from the target allocation for a particular asset class based on market, economic, or other considerations.



CEPPT Strategy 1 Performance as of August 31, 2020

	1 Month	3 Months	Fiscal YTD	1 Year	3 Years*	5 Years*	10 Years*	Since Inception* (October 1, 2019)
Gross Return ^{1,3}	2.37%	7.63%	5.58%	-	-	-	-	9.00%
Net Return ^{2,3}	2.34%	7.56%	5.53%	-	-	-	-	8.77%
Benchmark returns	2.35%	7.56%	5.54%	-	-	-	-	9.22%
Standard Deviation ⁴	-	-	-	-	-	-	-	-

Performance quoted represents past performance, which is no guarantee of future results that may be achieved by the fund.

* Returns for periods greater than one year are annualized.

¹ Gross performance figures are provided net of SSGA operating expenses.

² Net Performance figures deduct all expenses to the fund, including investment management, administrative and recordkeeping fees.

³ See the Expense section of this document.

⁴ Standard Deviation is based on gross returns.

CEPPT Strategy 1



General Information

Information Accessibility

The CEPPT Strategy 1 portfolio consists of assets managed internally by CalPERS and/or by external managers. Since it is not a mutual fund, a prospectus is not available and daily holdings are not published. CalPERS provides a quarterly statement of the employer's account and other information about the CEPPT. For total market value, detailed asset allocation, investment policy and performance information, please visit our website at: www.calpers.ca.gov.

Portfolio Manager Information

The CalPERS Board, through its Investment Committee, directs the CEPPT investment strategy based on policies approved by the Board of Administration. State Street Global Advisors (SSGA) manages all underlying investments for CEPPT, which includes: Global Equity, Fixed Income, Real Estate Investment Trusts, and Treasury Inflation-Protected Securities.

Custodian and Record Keeper

State Street Bank serves as custodian for the CEPPT. Northeast Retirement Services serves as recordkeeper.

Expenses

CEPPT is a self-funded trust in which participating employers pay for all administrative and investment expenses. Expenses reduce the gross investment return by the fee amount. The larger the expenses, the greater the reduction of investment return. Currently, CEPPT expense ratios are 0.25%. This equates to \$2.50 per \$1,000 invested. The expenses consist of administrative expenses borne by CalPERS to administer and oversee the Trust assets, investment management and administrative fees paid to SSGA to manage all asset classes, and recordkeeping fees paid to Northeast Retirement Services to administer individual employer accounts. The expenses described herein are reflected in the net asset value per unit. The expense ratio is subject to change at any time and without prior notification due to factors such as changes to average fund assets or market conditions. CalPERS reviews the operating expenses annually and changes may be made as appropriate. Even if the portfolio loses money during a period, the expenses will still be charged.

What Employers Own

Each employer invested in CEPPT Strategy 1 owns units of this portfolio, which invests in pooled asset classes managed by CalPERS and/or external advisors. Employers do not have direct ownership of the securities in the portfolio.

Price

The value of the portfolio changes daily based upon the market value of the underlying securities. Just as prices of individual securities fluctuate, the portfolio's value also changes with market conditions.

Principal Risks of the Portfolio

The CEPPT Fund is a trust fund dedicated to prefunding employer contributions to defined benefit pension plans for eligible state and local public agencies. CEPPT is not, however, a defined benefit plan. There is no guarantee that the portfolio will achieve its investment objectives or provide sufficient funding to meet employer obligations.

An investment in the portfolio is not a bank deposit, nor is it insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC), CalPERS, the State of California or any other government agency.

There are risks associated with investing, including possible loss of principal. The portfolio's risk depends in part on the portfolio's asset class allocations and the selection, weighting and risks of the underlying investments. For more information about investment risks, please see the document entitled "CEPPT Principal Investment Risks" located at www.calpers.ca.gov.

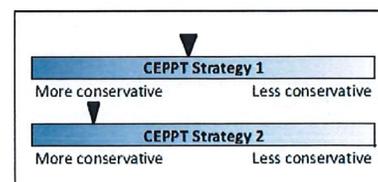
Fund Performance

Performance data shown on page 1 represents past performance and is no guarantee of future results. The investment return and principal value of an investment will fluctuate so that an employer's units, when redeemed, may be worth more or less than their original cost. Current performance may be higher or lower than historical performance data shown. For current performance information, please visit www.calpers.ca.gov and follow the links to California Employers' Pension Prefunding Trust.

CEPPT Strategy Risk Levels

CalPERS offers employers the choice of one of two investment strategies. Projected risk levels among strategies vary, depending upon the target asset class allocations. Generally, equities carry more risk than fixed income securities.

Asset Class Target Allocations	Strategy 1	Strategy 2
Global Equity	40%	14%
Fixed Income	47%	73%
Treasury Inflation-Protected Securities	5%	5%
Real Estate Investment Trusts	8%	8%



CEPPT Strategy 2



Objective

The CEPPT Strategy 2 portfolio seeks to provide capital appreciation and income consistent with its strategic asset allocation. There is no guarantee that the portfolio will achieve its investment objective.

Strategy

The CEPPT Strategy 2 portfolio is invested in various asset classes that are passively managed to an index. CalPERS periodically adjusts the composition of the portfolio in order to match the target allocations. Generally, equities are intended to help build the value of the employer's portfolio over the long term while bonds are intended to help provide income and stability of principal. Also, strategies invested in a higher percentage of equities seek higher investment returns (but assume more risk) compared with strategies invested in a higher percentage of bonds.

Compared with CEPPT Strategy 1, this portfolio has a lower allocation to equities and a higher allocation to bonds. Historically, funds with a lower percentage of equities have displayed less price volatility and therefore, this portfolio may experience comparatively less fluctuation of value. Employers that seek greater stability of value, in exchange for possible lower investment returns, may wish to consider this portfolio.

CalPERS Board may change the list of approved asset classes in composition as well as targeted allocation percentages and ranges at any time.

Assets Under Management

As of the specified reporting month-end:

CEPPT Strategy 2	Annual Expense Ratio
\$2,340,262	0.25%

Composition

Asset Class Allocations and Benchmarks

The CEPPT Strategy 2 portfolio consists of the following asset classes and corresponding benchmarks:

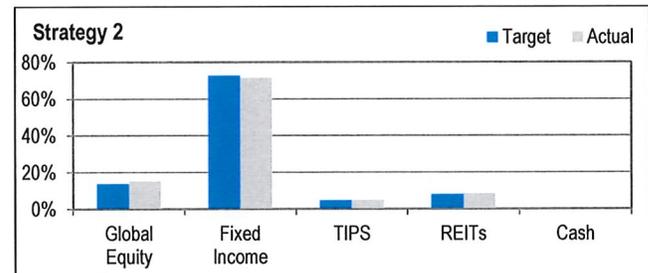
Asset Class	Target Allocation	Target Range	Benchmark
Global Equity	14%	± 5%	MSCI All Country World Index IMI (net)
Fixed Income	73%	± 5%	Bloomberg Barclays U.S. Aggregate Bond Index
Treasury Inflation-Protected Securities ("TIPS")	5%	± 3%	Bloomberg Barclays U.S. TIPS Index, Series L
Real Estate Investment Trusts ("REITs")	8%	± 5%	FTSE EPRA/NAREIT Developed Index (net)
Cash	-	+ 2%	91 Day Treasury Bill

Portfolio Benchmark

The CEPPT Strategy 2 benchmark is a composite of underlying asset class market indices, each assigned the target weight for the asset class it represents.

Target vs. Actual Asset Class Allocations

The following chart shows policy target allocations compared with actual asset allocations as of the specified reporting month-end. CalPERS may temporarily deviate from the target allocation for a particular asset class based on market, economic, or other considerations.



CEPPT Strategy 2 Performance as of August 31, 2020

	1 Month	3 Months	Fiscal YTD	1 Year	3 Years*	5 Years*	10 Years*	Since Inception* (January 1, 2020)
Gross Return ^{1,3}	0.56%	4.00%	2.73%	-	-	-	-	5.52%
Net Return ^{2,3}	0.54%	3.93%	2.69%	-	-	-	-	5.36%
Benchmark returns	0.54%	3.96%	2.71%	-	-	-	-	5.48%
Standard Deviation ⁴	-	-	-	-	-	-	-	-

Performance quoted represents past performance, which is no guarantee of future results that may be achieved by the fund.

* Returns for periods greater than one year are annualized.

¹ Gross performance figures are provided net of SSGA operating expenses.

² Net Performance figures deduct all expenses to the fund, including investment management, administrative and recordkeeping fees.

³ See the Expense section of this document.

⁴ Standard Deviation is based on gross returns.

CEPPT Strategy 2



General Information

Information Accessibility

The CEPPT Strategy 2 portfolio consists of assets managed internally by CalPERS and/or by external managers. Since it is not a mutual fund, a prospectus is not available and daily holdings are not published. CalPERS provides a quarterly statement of the employer's account and other information about the CEPPT. For total market value, detailed asset allocation, investment policy and performance information, please visit our website at: www.calpers.ca.gov.

Portfolio Manager Information

The CalPERS Board, through its Investment Committee, directs the CEPPT investment strategy based on policies approved by the Board of Administration. State Street Global Advisors (SSGA) manages all underlying investments for CEPPT, which includes: Global Equity, Fixed Income, Real Estate Investment Trusts, and Treasury Inflation-Protected Securities.

Custodian and Record Keeper

State Street Bank serves as custodian for the CEPPT. Northeast Retirement Services serves as recordkeeper.

Expenses

CEPPT is a self-funded trust in which participating employers pay for all administrative and investment expenses. Expenses reduce the gross investment return by the fee amount. The larger the expenses, the greater the reduction of investment return. Currently, CEPPT expense ratios are 0.25%. This equates to \$2.50 per \$1,000 invested. The expenses consist of administrative expenses borne by CalPERS to administer and oversee the Trust assets, investment management and administrative fees paid to SSGA to manage all asset classes, and recordkeeping fees paid to Northeast Retirement Services to administer individual employer accounts. The expenses described herein are reflected in the net asset value per unit. The expense ratio is subject to change at any time and without prior notification due to factors such as changes to average fund assets or market conditions. CalPERS reviews the operating expenses annually and changes may be made as appropriate. Even if the portfolio loses money during a period, the expenses will still be charged.

What Employers Own

Each employer invested in CEPPT Strategy 2 owns units of this portfolio, which invests in pooled asset classes managed by CalPERS and/or external advisors. Employers do not have direct ownership of the securities in the portfolio.

Price

The value of the portfolio changes daily based upon the market value of the underlying securities. Just as prices of individual securities fluctuate, the portfolio's value also changes with market conditions.

Principal Risks of the Portfolio

The CEPPT Fund is a trust fund dedicated to prefunding employer contributions to defined benefit pension plans for eligible state and local public agencies. CEPPT is not, however, a defined benefit plan. There is no guarantee that the portfolio will achieve its investment objectives or provide sufficient funding to meet employer obligations.

An investment in the portfolio is not a bank deposit, nor is it insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC), CalPERS, the State of California or any other government agency.

There are risks associated with investing, including possible loss of principal. The portfolio's risk depends in part on the portfolio's asset class allocations and the selection, weighting and risks of the underlying investments. For more information about investment risks, please see the document entitled "CEPPT Principal Investment Risks" located at www.calpers.ca.gov.

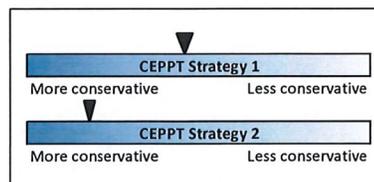
Fund Performance

Performance data shown on page 1 represents past performance and is no guarantee of future results. The investment return and principal value of an investment will fluctuate so that an employer's units, when redeemed, may be worth more or less than their original cost. Current performance may be higher or lower than historical performance data shown. For current performance information, please visit www.calpers.ca.gov and follow the links to California Employers' Pension Prefunding Trust.

CEPPT Strategy Risk Levels

CalPERS offers employers the choice of one of two investment strategies. Projected risk levels among strategies vary, depending upon the target asset class allocations. Generally, equities carry more risk than fixed income securities.

Asset Class Target Allocations	Strategy 1	Strategy 2
Global Equity	40%	14%
Fixed Income	47%	73%
Treasury Inflation-Protected Securities	5%	5%
Real Estate Investment Trusts	8%	8%



CERBT Strategy 1



Objective

The CERBT Strategy 1 portfolio seeks to provide capital appreciation and income consistent with its strategic asset allocation. There is no guarantee that the portfolio will achieve its investment objective.

Strategy

The CERBT Strategy 1 portfolio is invested in various asset classes. CalPERS periodically adjusts the composition of the portfolio in order to match the target allocations. Generally, equities are intended to help build the value of the employer's portfolio over the long term while bonds are intended to help provide income and stability of principal. Also, strategies invested in a higher percentage of equities seek higher investment returns (but assume more risk) compared with strategies invested in a higher percentage of bonds.

Compared with CERBT Strategy 2 and Strategy 3, this portfolio has a higher allocation to equities than bonds and other assets. Historically, equities have displayed greater price volatility and therefore, this portfolio may experience greater fluctuation of value. Employers that seek higher investment returns, and are able to accept greater risk and tolerate more fluctuation in returns, may wish to consider this portfolio.

CalPERS Board may change the list of approved asset classes in composition as well as targeted allocation percentages and ranges at any time.

Assets Under Management

As of the specified reporting month-end:

CERBT Strategy 1	Annual Expense Ratio
\$10,479,852,555	0.10%

Composition

Asset Class Allocations and Benchmarks

The CERBT Strategy 1 portfolio consists of the following asset classes and corresponding benchmarks:

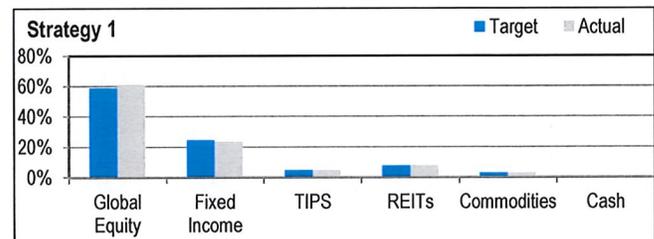
Asset Class	Target Allocation ¹	Target Range	Benchmark
Global Equity	59%	± 5%	MSCI All Country World Index IMI (net)
Fixed Income	25%	± 5%	Bloomberg Barclays Long Liability Index
Treasury Inflation-Protected Securities ("TIPS")	5%	± 3%	Bloomberg Barclays US TIPS Index, Series L
Real Estate Investment Trusts ("REITs")	8%	± 5%	FTSE EPRA/NAREIT Developed Index (net)
Commodities	3%	± 3%	S&P GSCI Total Return Index
Cash	-	+ 2%	91 Day Treasury Bill

Portfolio Benchmark

The CERBT Strategy 1 benchmark is a composite of underlying asset class market indices, each assigned the target weight for the asset class it represents.

Target vs. Actual Asset Class Allocations

The following chart shows policy target allocations compared with actual asset allocations as of the specified reporting month-end. CalPERS may temporarily deviate from the target allocation for a particular asset class based on market, economic, or other considerations.



CERBT Strategy 1 Performance as of August 31, 2020

	1 Month	3 Months	Fiscal YTD	1 Year	3 Years*	5 Years*	10 Years*	Since Inception* (June 1, 2007)
Gross Return ^{1,3}	3.54%	10.72%	7.95%	11.61%	7.70%	8.33%	8.59%	5.36%
Net Return ^{2,3}	3.53%	10.69%	7.93%	11.51%	7.61%	8.23%	8.49%	5.29%
Benchmark Returns	3.53%	10.64%	7.91%	11.18%	7.37%	7.90%	8.28%	4.93%
Standard Deviation ⁴	-	-	-	-	11.75%	10.11%	9.97%	12.82%

Performance quoted represents past performance, which is no guarantee of future results that may be achieved by the fund.

* Returns for periods greater than one year are annualized.

¹ Gross performance figures are provided net of SSGA operating expenses.

² Net Performance figures deduct all expenses to the fund, including investment management, administrative and recordkeeping fees.

³ See the Expense section of this document.

⁴ Standard Deviation is based on gross returns.

CERBT Strategy 1



General Information

Information Accessibility

The CERBT Strategy 1 portfolio consists of assets managed internally by CalPERS and/or by external managers. Since it is not a mutual fund, a prospectus is not available and daily holdings are not published. CalPERS provides a quarterly statement of the employer's account and other information about the CERBT. For total market value, detailed asset allocation, investment policy and performance information, please visit our website at: www.calpers.ca.gov.

Portfolio Manager Information

The CalPERS Board, through its Investment Committee directs the CERBT investment strategy based on policies approved by the Board of Administration. State Street Global Advisors (SSGA) manages all underlying investments for CERBT, which includes: Global Equity, Fixed Income, Real Estate Investment Trusts, Treasury Inflation-Protected Securities, and Commodities.¹

Custodian and Record Keeper

State Street Bank serves as custodian for the CERBT. Northeast Retirement Services serves as recordkeeper.

Expenses

CERBT is a self-funded trust in which participating employers pay for all administrative and investment expenses. Expenses reduce the gross investment return by the fee amount. The larger the expenses, the greater the reduction of investment return. Currently, CERBT expense ratios are 0.10% which consist of administrative expenses borne by CalPERS to administer and oversee the Trust assets, investment management and administrative fees paid to SSGA to manage all asset classes, and recordkeeping fees paid to Northeast Retirement Services to administer individual employer accounts. The expenses described herein are reflected in the net asset value per unit. The expense ratio is subject to change at any time and without prior notification due to factors such as changes to average fund assets or market conditions. CalPERS reviews the operating expenses annually and changes may be made as appropriate. Even if the portfolio loses money during a period, the expenses will still be charged.

What Employers Own

Each employer invested in CERBT Strategy 1 owns units of this portfolio, which invests in pooled asset classes managed by CalPERS and/or external advisors. Employers do not have direct ownership of the securities in the portfolio.

Price

The value of the portfolio changes daily based upon the market value of the underlying securities. Just as prices of individual securities fluctuate, the portfolio's value also changes with market conditions.

Principal Risks of the Portfolio

The CalPERS CERBT Fund provides California government employers with a trust through which they may prefund retiree medical costs and other post-employment benefits (OPEB). CERBT is not, however, a defined benefit plan. There is no guarantee that the portfolio will achieve its investment objectives or provide sufficient funding to meet employer obligations. Further, CalPERS will not make up the difference between an employer's CERBT assets and the actual cost of OPEB provided to an employer's plan members.

An investment in the portfolio is not a bank deposit, nor is it insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC), CalPERS, the State of California or any other government agency.

There are risks associated with investing, including possible loss of principal. The portfolio's risk depends in part on the portfolio's asset class allocations and the selection, weighting and risks of the underlying investments. For more information about investment risks, please see the document entitled "CERBT Principal Investment Risks" located at www.calpers.ca.gov.

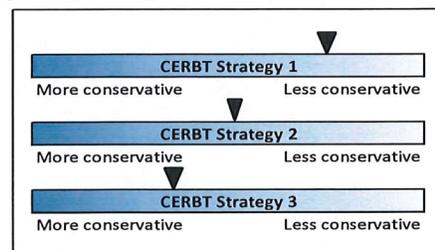
Fund Performance

Performance data shown on page 1 represents past performance and is no guarantee of future results. The investment return and principal value of an investment will fluctuate so that an employer's units, when redeemed, may be worth more or less than their original cost. Current performance may be higher or lower than historical performance data shown. For current performance information, please visit www.calpers.ca.gov and follow the links to California Employers' Retiree Benefit Trust.

CERBT Strategy Risk Levels

CalPERS offers employers the choice of one of three investment strategies. Projected risk levels among strategies vary, depending upon the target asset class allocations. Generally, equities carry more risk than fixed income securities.

Asset Class Target Allocations	Strategy 1	Strategy 2	Strategy 3
Global Equity	59%	40%	22%
Fixed Income	25%	43%	49%
Treasury Inflation-Protected Securities	5%	5%	16%
Real Estate Investment Trusts	8%	8%	8%
Commodities	3%	4%	5%



¹ Since June 2018 SSGA has passively managed all CERBT asset classes. Previously Fixed Income, TIPS and Commodity asset classes were managed internally by CalPERS.

CERBT Strategy 2



Objective

The CERBT Strategy 2 portfolio seeks to provide capital appreciation and income consistent with its strategic asset allocation. There is no guarantee that the portfolio will achieve its investment objective.

Strategy

The CERBT Strategy 2 portfolio is invested in various asset classes. CalPERS periodically adjusts the composition of the portfolio in order to match the target allocations. Generally, equities are intended to help build the value of the employer's portfolio over the long term while bonds are intended to help provide income and stability of principal. Also, strategies invested in a higher percentage of equities seek higher investment returns (but assume more risk) compared with strategies invested in a higher percentage of bonds.

Compared with CERBT Strategy 1 and Strategy 3, this portfolio has a moderate allocation to equities, bonds and other assets. Historically, equities have displayed greater price volatility and therefore, this portfolio may experience comparatively less fluctuation of value compared to CERBT Strategy 1 but more fluctuation of value compared to CERBT Strategy 3. Employers that seek a moderate approach to investing may wish to consider this portfolio.

CalPERS Board may change the list of approved asset classes in composition as well as targeted allocation percentages and ranges at any time.

Assets Under Management

As of the specified reporting month-end:

CERBT Strategy 2	Annual Expense Ratio
\$1,515,044,979	0.10%

Composition

Asset Class Allocations and Benchmarks

The CERBT Strategy 2 portfolio consists of the following asset classes and corresponding benchmarks:

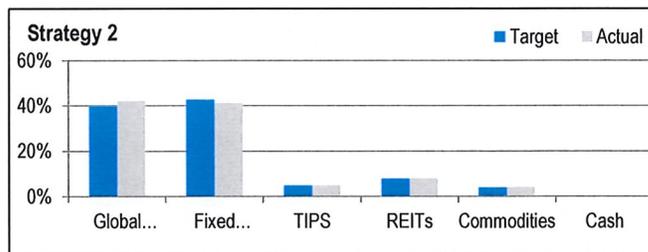
Asset Class	Target Allocation ¹	Target Range	Benchmark
Global Equity	40%	± 5%	MSCI All Country World Index IMI (net)
Fixed Income	43%	± 5%	Bloomberg Barclays Long Liability Index
Treasury Inflation-Protected Securities ("TIPS")	5%	± 3%	Bloomberg Barclays US TIPS Index, Series L
Real Estate Investment Trusts ("REITs")	8%	± 5%	FTSE EPRA/NAREIT Developed Index (net)
Commodities	4%	± 3%	S&P GSCI Total Return Index
Cash	-	+2%	91 Day Treasury Bill

Portfolio Benchmark

The CERBT Strategy 2 benchmark is a composite of underlying asset class market indices, each assigned the target weight for the asset class it represents.

Target vs. Actual Asset Class Allocations

The following chart shows policy target allocations compared with actual asset allocations as of the specified reporting month-end. CalPERS may temporarily deviate from the target allocation for a particular asset class based on market, economic, or other considerations.



CERBT Strategy 2 Performance as of August 31, 2020

	1 Month	3 Months	Fiscal YTD	1 Year	3 Years*	5 Years*	Since Inception* (October 1, 2011)
Gross Return ^{1,3}	2.09%	8.29%	6.00%	10.17%	7.47%	7.65%	7.78%
Net Return ^{2,3}	2.08%	8.26%	5.98%	10.08%	7.37%	7.55%	7.67%
Benchmark Returns	2.08%	8.21%	5.97%	9.89%	7.18%	7.26%	7.48%
Standard Deviation ⁴	-	-	-	-	8.97%	7.81%	7.60%

Performance quoted represents past performance, which is no guarantee of future results that may be achieved by the fund.

* Returns for periods greater than one year are annualized.

¹ Gross performance figures are provided net of SSGA operating expenses.

² Net Performance figures deduct all expenses to the fund, including investment management, administrative and recordkeeping fees.

³ See the Expense section of this document.

⁴ Standard Deviation is based on gross returns.

CERBT Strategy 2



General Information

Information Accessibility

The CERBT Strategy 2 portfolio consists of assets managed internally by CalPERS and/or by external managers. Since it is not a mutual fund, a prospectus is not available and daily holdings are not published. CalPERS provides a quarterly statement of the employer's account and other information about the CERBT. For total market value, detailed asset allocation, investment policy and current performance information, please visit our website at: www.calpers.ca.gov.

Portfolio Manager Information

The CalPERS Board, through its Investment Committee directs the CERBT investment strategy based on policies approved by the Board of Administration. State Street Global Advisors (SSGA) manages all underlying investments for CERBT, which includes: Global Equity, Fixed Income, Real Estate Investment Trusts, Treasury Inflation-Protected Securities, and Commodities.¹

Custodian and Record Keeper

State Street Bank serves as custodian for the CERBT. Northeast Retirement Services serves as recordkeeper.

Expenses

CERBT is a self-funded trust in which participating employers pay for all administrative and investment expenses. Expenses reduce the gross investment return by the fee amount. The larger the expenses, the greater the reduction of investment return. Currently, CERBT expense ratios are 0.10% which consist of administrative expenses borne by CalPERS to administer and oversee the Trust assets, investment management and administrative fees paid to SSGA to manage all asset classes, and recordkeeping fees paid to Northeast Retirement Services to administer individual employer accounts. The expenses described herein are reflected in the net asset value per unit. The expense ratio is subject to change at any time and without prior notification due to factors such as changes to average fund assets or market conditions. CalPERS reviews the operating expenses annually and changes may be made as appropriate. Even if the portfolio loses money during a period, the expenses will still be charged.

What Employers Own

Each employer invested in CERBT Strategy 2 owns units of this portfolio, which invests in pooled asset classes managed by CalPERS and/or external advisors. Employers do not have direct ownership of the securities in the portfolio.

Price

The value of the portfolio changes daily based upon the market value of the underlying securities. Just as prices of individual securities fluctuate, the portfolio's value also changes with market conditions.

Principal Risks of the Portfolio

The CalPERS CERBT Fund provides California government employers with a trust through which they may prefund retiree medical costs and other post-employment benefits (OPEB). CERBT is not, however, a defined benefit plan. There is no guarantee that the portfolio will achieve its investment objectives or provide sufficient funding to meet employer obligations. Further, CalPERS will not make up the difference between an employer's CERBT assets and the actual cost of OPEB provided to an employer's plan members.

An investment in the portfolio is not a bank deposit, nor is it insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC), CalPERS, the State of California or any other government agency.

There are risks associated with investing, including possible loss of principal. The portfolio's risk depends in part on the portfolio's asset class allocations and the selection, weighting and risks of the underlying investments. For more information about investment risks, please see the document entitled "CERBT Principal Investment Risks" located at www.calpers.ca.gov.

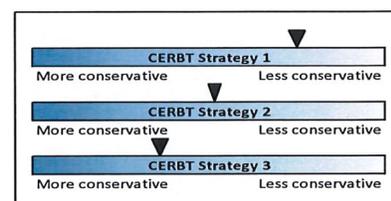
Fund Performance

Performance data shown on page 1 represents past performance and is no guarantee of future results. The investment return and principal value of an investment will fluctuate so that an employer's units, when redeemed, may be worth more or less than their original cost. Current performance may be higher or lower than historical performance data shown. For current performance information, please visit www.calpers.ca.gov and follow the links to California Employers' Retiree Benefit Trust.

CERBT Strategy Risk Levels

CalPERS offers employers the choice of one of three investment strategies. Projected risk levels among strategies vary, depending upon the target asset class allocations. Generally, equities carry more risk than fixed income securities.

Asset Class Target Allocations	Strategy 1	Strategy 2	Strategy 3
Global Equity	59%	40%	22%
Fixed Income	25%	43%	49%
Treasury Inflation-Protected Securities	5%	5%	16%
Real Estate Investment Trusts	8%	8%	8%
Commodities	3%	4%	5%



¹ Since June 2018 SSGA has passively managed all CERBT asset classes. Previously Fixed Income, TIPS and Commodity asset classes were managed internally by CalPERS.

CERBT Strategy 3



Objective

The CERBT Strategy 3 portfolio seeks to provide capital appreciation and income consistent with its strategic asset allocation. There is no guarantee that the portfolio will achieve its investment objective.

Strategy

The CERBT Strategy 3 portfolio is invested in various asset classes. CalPERS periodically adjusts the composition of the portfolio in order to match the target allocations. Generally, equities are intended to help build the value of the employer's portfolio over the long term while bonds are intended to help provide income and stability of principal. Also, strategies invested in a higher percentage of equities seek higher investment returns (but assume more risk) compared with strategies invested in a higher percentage of bonds.

Compared with CERBT Strategy 1 and Strategy 2, this portfolio has a lower allocation to equities than bonds and other assets. Historically, funds with a lower percentage of equities have displayed less price volatility and therefore, this portfolio may experience comparatively less fluctuation of value. Employers that seek greater stability of value, in exchange for possible lower investment returns, may wish to consider this portfolio.

CalPERS Board may change the list of approved asset classes in composition as well as targeted allocation percentages and ranges at any time.

Assets Under Management

As of the specified reporting month-end:

CERBT Strategy 3	Annual Expense Ratio
\$738,803,907	0.10%

Composition

Asset Class Allocations and Benchmarks

The CERBT Strategy 3 portfolio consists of the following asset classes and corresponding benchmarks:

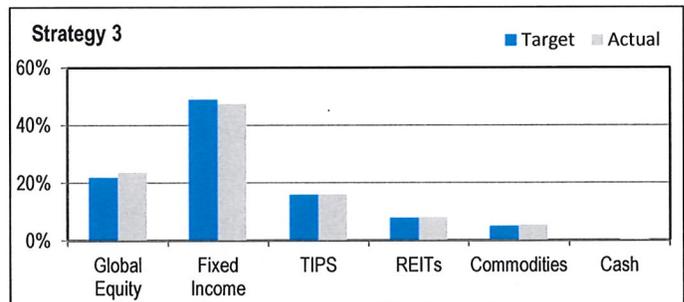
Asset Class	Target Allocation ¹	Target Range	Benchmark
Global Equity	22%	± 5%	MSCI All Country World Index IMI (net)
Fixed Income	49%	± 5%	Bloomberg Barclays Long Liability Index
Treasury Inflation-Protected Securities ("TIPS")	16%	± 3%	Bloomberg Barclays US TIPS Index, Series L
Real Estate Investment Trusts ("REITs")	8%	± 5%	FTSE EPRA/NAREIT Developed Index (net)
Commodities	5%	± 3%	S&P GSCI Total Return Index
Cash	-	+2%	91 Day Treasury Bill

Portfolio Benchmark

The CERBT Strategy 3 benchmark is a composite of underlying asset class market indices, each assigned the target weight for the asset class it represents.

Target vs. Actual Asset Class Allocations

The following chart shows policy target allocations compared with actual asset allocations as of the specified reporting month-end. CalPERS may temporarily deviate from the target allocation for a particular asset class based on market, economic, or other considerations.



CERBT Strategy 3 Performance as of August 31, 2020							
	1 Month	3 Months	Fiscal YTD	1 Year	3 Years*	5 Years*	Since Inception* (January 1, 2012)
Gross Return ^{1,3}	1.03%	6.31%	4.43%	8.47%	6.87%	6.66%	6.22%
Net Return ^{2,3}	1.03%	6.28%	4.41%	8.38%	6.78%	6.57%	6.11%
Benchmark Returns	1.04%	6.22%	4.41%	8.22%	6.63%	6.34%	5.89%
Standard Deviation ⁴	-	-	-	-	6.78%	5.98%	5.82%

Performance quoted represents past performance, which is no guarantee of future results that may be achieved by the fund.

* Returns for periods greater than one year are annualized.

¹ Gross performance figures are provided net of SSGA operating expenses.

² Net Performance figures deduct all expenses to the fund, including investment management, administrative and recordkeeping fees.

³ See the Expense section of this document.

⁴ Standard Deviation is based on gross returns.

CERBT Strategy 3



General Information

Information Accessibility

The CERBT Strategy 3 portfolio consists of assets managed internally by CalPERS and/or by external managers. Since it is not a mutual fund, a prospectus is not available and daily holdings are not published. CalPERS provides a quarterly statement of the employer's account and other information about the CERBT. For total market value, detailed asset allocation, investment policy and current performance information, please visit our website at: www.calpers.ca.gov.

Portfolio Manager Information

The CalPERS Board, through its Investment Committee directs the CERBT investment strategy based on policies approved by the Board of Administration. State Street Global Advisors (SSGA) manages all underlying investments for CERBT, which includes: Global Equity, Fixed Income, Real Estate Investment Trusts, Treasury Inflation-Protected Securities, and Commodities.¹

Custodian and Record Keeper

State Street Bank serves as custodian for the CERBT. Northeast Retirement Services serves as recordkeeper.

Expenses

CERBT is a self-funded trust in which participating employers pay for all administrative and investment expenses. Expenses reduce the gross investment return by the fee amount. The larger the expenses, the greater the reduction of investment return. Currently, CERBT expense ratios are 0.10% which consist of administrative expenses borne by CalPERS to administer and oversee the Trust assets, investment management and administrative fees paid to SSGA to manage all asset classes, and recordkeeping fees paid to Northeast Retirement Services to administer individual employer accounts. The expenses described herein are reflected in the net asset value per unit. The expense ratio is subject to change at any time and without prior notification due to factors such as changes to average fund assets or market conditions. CalPERS reviews the operating expenses annually and changes may be made as appropriate. Even if the portfolio loses money during a period, the expenses will still be charged.

What Employers Own

Each employer invested in CERBT Strategy 3 owns units of this portfolio, which invests in pooled asset classes managed by CalPERS and/or external advisors. Employers do not have direct ownership of the securities in the portfolio.

Price

The value of the portfolio changes daily based upon the market value of the underlying securities. Just as prices of individual securities fluctuate, the portfolio's value also changes with market conditions.

Principal Risks of the Portfolio

The CalPERS CERBT Fund provides California government employers with a trust through which they may prefund retiree medical costs and other post-employment benefits (OPEB). CERBT is not, however, a defined benefit plan. There is no guarantee that the portfolio will achieve its investment objectives or provide sufficient funding to meet employer obligations. Further, CalPERS will not make up the difference between an employer's CERBT assets and the actual cost of OPEB provided to an employer's plan members.

An investment in the portfolio is not a bank deposit, nor is it insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC), CalPERS, the State of California or any other government agency.

There are risks associated with investing, including possible loss of principal. The portfolio's risk depends in part on the portfolio's asset class allocations and the selection, weighting and risks of the underlying investments. For more information about investment risks, please see the document entitled "CERBT Principal Investment Risks" located at www.calpers.ca.gov.

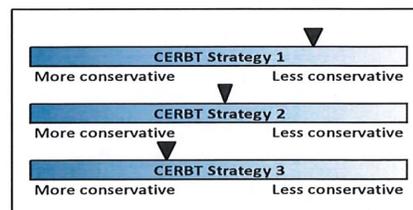
Fund Performance

Performance data shown on page 1 represents past performance and is no guarantee of future results. The investment return and principal value of an investment will fluctuate so that an employer's units, when redeemed, may be worth more or less than their original cost. Current performance may be higher or lower than historical performance data shown. For current performance information, please visit www.calpers.ca.gov and follow the links to California Employers' Retiree Benefit Trust.

CERBT Strategy Risk Levels

CalPERS offers employers the choice of one of three investment strategies. Projected risk levels among strategies vary, depending upon the target asset class allocations. Generally, equities carry more risk than fixed income securities.

Asset Class Target Allocations	Strategy 1	Strategy 2	Strategy 3
Global Equity	59%	40%	22%
Fixed Income	25%	43%	49%
Treasury Inflation-Protected Securities	5%	5%	16%
Real Estate Investment Trusts	8%	8%	8%
Commodities	3%	4%	5%



¹ Since June 2018 SSGA has passively managed all CERBT asset classes. Previously Fixed Income, TIPS and Commodity asset classes were managed internally by CalPERS.

Attachment 3

CEPPT Asset Class Fact Sheets

Investment Objective

The Strategy seeks an investment return that approximates as closely as practicable, before expenses, the performance of its benchmark index (the "Index") over the long term.

Benchmark

The MSCI ACWI IMI Index is a free float-adjusted market capitalization weighted index that is designed to measure the equity market performance of developed and emerging markets.

Investment Strategy

The Strategy is managed using an "indexing" investment approach, by which SSGA attempts to approximate, before expenses, the performance of the Index over the long term. SSGA will typically attempt to invest in the equity securities comprising the Index, in approximately the same proportions as they are represented in the Index. Equity securities may include common stocks, preferred stocks, depository receipts, or other securities convertible into common stock. Equity securities held by the Strategy may be denominated in foreign currencies and may be held outside the United States. In some cases, it may not be possible or practicable to purchase all of the securities comprising the Index, or to hold them in the same weightings as they represent in the Index. In those circumstances, SSGA may employ a sampling or optimization technique to construct the portfolio in question.

From time to time securities are added to or removed from the Index. SSGA may sell securities that are represented in the Index, or purchase securities that are not yet represented in the Index, prior to or after their removal or addition to the Index. SSGA may also utilize other pooled investment vehicles, including those managed by SSGA and its affiliates, as substitutes for gaining direct exposure to securities or a group of securities in the Index.

The Strategy may at times purchase or sell index futures contracts, or options on those futures, or engage in other transactions involving the use of derivatives, in lieu of investment directly in the securities making up the Index or to enhance the Strategy's replication of the Index return. The Strategy's return may not match the return of the Index.

SSGA may implement the Strategy's asset allocations through investments in indexing investment vehicles, which typically attempt to replicate the returns of a specific index or group of indices. These will typically include investment pools (which may, but will not necessarily, be registered under the U.S. Investment Company Act of 1940, as amended) managed or sponsored by SSGA or an affiliate. Because of the unit issuance processes employed by the various underlying investment pools, allocations by the Strategy to certain pools on a given trading day may be invested in such pools at the next trading day's net asset value per unit. This will result in the portion of the Strategy's assets being invested in such investment pools being held in cash for the trading day and may result in increased active risk. This could adversely impact the return to any investor.

Key Facts

- Managed using an indexing strategy
- May use futures and other derivatives
- Only designated 'Securities Lending' Portfolios may lend and enter repurchase agreements (See applicable governing documents for a Portfolio's authority to lend. Participation in a securities lending program may adversely affect the investment returns and risk profile of the Portfolio. See "Securities Lending Risk; Risks of Investment of Cash Collateral" in the Strategy Disclosure Document.)
- May invest in other investment pools, including those managed by SSGA and its affiliates
- Is not a leveraged Strategy
- Will not sell securities short

For the purpose of complying with the Global Investment Performance Standards (GIPS), the firm ("SSGA-Global") is defined as all portfolios managed across the global offices of State Street Global Advisors (SSGA) and SSGA Funds Management, Inc., with the exception of Charitable Asset Management which is held out to the marketplace as a distinct business entity. Prior to January 2011, SSGA-Global excluded its wrap fee business and assets accounted for on a book value basis (global cash and stable value assets). Prior to July 2017, SSGA-Global excluded Fiduciary Advisory Solutions. In January 2011, SSGA acquired the Bank of Ireland Asset Management Limited (now known as SSGA Ireland Limited), a GIPS Compliant firm. On January 01, 2012 SSGA Ireland Limited assets were merged into SSGA-Global. In July 2016, SSGA acquired the asset management and advisory services business conducted by GE Asset Management ("GEAM"), a GIPS Compliant firm. On July 01, 2017 GEAM assets were merged into SSGA-Global.

The MSCI ACWI IMI Index Composite (the "Composite"), inception date 4/1/2008, seeks to achieve the Investment Objective described above using the Investment Strategy described above, and includes portfolios managed across the global offices of SSGA-Global. To receive a complete list and description of SSGA-Global's composites and/or a GIPS* compliant presentation, please contact your SSGA Representative.

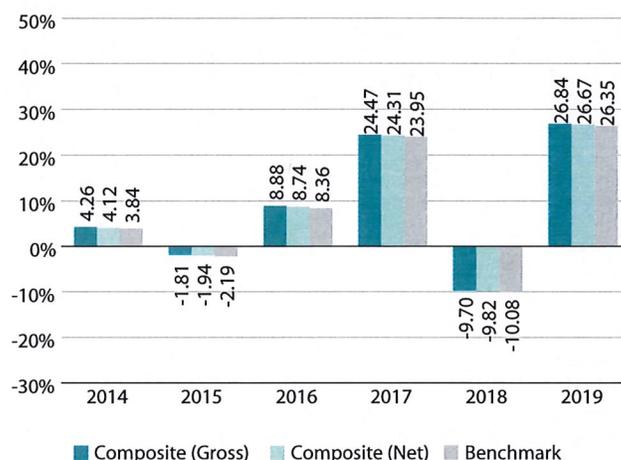
An investment in the Strategy is not FDIC insured, nor is it an obligation or deposit of, or guaranteed by State Street Corporation, SSGA or their affiliates.

The MSCI ACWI IMI Index is a trademark of MSCI Inc.

This document provides summary information regarding the Strategy. It should be read in conjunction with the Strategy's Disclosure Document, which is available from SSGA. The Strategy Disclosure Document contains important information about the Strategy, including a description of a number of risks.

Performance

Total Returns	Composite (Gross) ^{1,2}	Composite (Net) ^{1,3}	Benchmark ⁴
Q4 2019	9.11%	9.07%	9.05%
YTD	26.84%	26.67%	26.35%
1 Year	26.84%	26.67%	26.35%
3 Year	12.55%	12.40%	12.09%
5 Year	8.79%	8.65%	8.34%
10 Year	9.36%	9.22%	8.91%

Calendar Year Returns^{1,2,3,4}

¹Returns greater than one year are annualized. Returns represent past performance and are not a guarantee of future results. Current performance may differ from the performance shown. Returns shown are asset-weighted using Composite (as defined below) member market values, where the Composite member's return calculations are time-weighted and reflect the reinvestment of dividends and other income.

²These performance figures are provided gross of fees and expenses other than actual trading fees and expenses, and reflect all items of income, gain, and loss (other than unrealized gain or loss on units of the securities lending pools held by any portfolio in the Composite). The performance figures do not take account of the mark to market value of the units of the securities lending cash collateral pools held by any of the portfolios in the Composite. If they had, the performance shown would have been lower.

³These performance figures (i) are provided net of actual trading, audit, custody, administrative and legal fees and expenses; (ii) beginning on 9/30/2014, adjusted quarterly to reflect the highest investment management fee on the actual fee schedule, inclusive of incentive fee, if any, of any account within the Composite ("Management Fee") at the relevant time; prior to 9/30/2014, adjusted for an assumed investment management fee, which is equal to or higher than the Management Fee (except in each case certain small accounts-subject to a minimum investment management fee-may have incurred an actual investment management fee higher than that fee assumed in calculating the performance shown above); and (iii) reflect all items of income, gain and loss (other than unrealized gain or loss on units of the securities lending pools held by any portfolio in the Composite).

⁴Index returns are unmanaged and do not reflect the deduction of any fees or expenses. Index returns reflect all items of income, gain and loss and the reinvestment of dividends (net of any applicable withholding tax rates) and other income and are calculated in U.S. dollars. It is not possible to invest directly in an index.

Performance returns are calculated in U.S. dollars.

Supplemental Information

Characteristics

Annual Dividend Yield (Trailing 12 Months)	2.31%
Beta (Trailing 36 Months)	1.00
Composite Assets Under Management (\$M)	\$46,195.56
Estimated 3-5 Year EPS Growth	9.86%
Price/Book Ratio	2.3x
Price/Earnings (Forward 12 Months)	17.5x
Standard Deviation (Annualized 36 Months)	11.32%
Total Number of Holdings	9,089
Weighted Average Market Cap (\$M)	\$144,285.61

Top Holdings

APPLE INC	2.30%
MICROSOFT CORP	1.98
AMAZON.COM INC	1.34
FACEBOOK INC-CLASS A	0.85
JPMORGAN CHASE & CO	0.77
ALPHABET INC-CL C	0.72
ALPHABET INC-CL A	0.69
JOHNSON & JOHNSON	0.66
ALIBABA GROUP HOLDING-SP ADR	0.62
Visa Inc	0.56

Sector Allocation

Information Technology	16.73%
Financials	16.32
Health Care	11.58
Industrials	11.15
Consumer Discretionary	10.95
Communication Services	8.10
Consumer Staples	7.59
Materials	5.08
Energy	5.01
Real Estate	4.21
Utilities	3.28

Top Countries

UNITED STATES	54.89%
JAPAN	7.55
UNITED KINGDOM	4.98
CHINA	3.77
FRANCE	3.05
CANADA	3.03
SWITZERLAND	2.59
GERMANY	2.47
AUSTRALIA	2.07
TAIWAN	1.50

The Supplemental Information above (except for the Beta and Standard Deviation, if shown) is that of a single representative account within the Composite, which is subject to change. The representative account was chosen because it has no material restrictions and fairly represents the investment style of the Strategy. The Supplemental Information should not be deemed to be reflective of (and could differ from) the overall Composite or any other single account within the Composite. Certain Supplemental Information may be rounded to the nearest hundredth decimal and may result in the total not adding up to 100.

The Top Holdings reflect certain securities that the representative account has bought and may not be representative of the Strategy's current or future investments. In the case of fixed income and cash funds the securities are aggregated and shown at the issuer level. The Top Holdings do not include other assets or instruments that may be held by the representative account including, for example and not by way of limitation, cash or cash equivalents and derivatives such as futures, options and swaps. The figures presented are as of the date shown above, do not include the representative account's entire investment portfolio, and may change at any time. This information should not be considered a recommendation to invest in a particular sector or to buy or sell any security. It is not known whether an investment in any sectors or securities will be profitable in the future.

Characteristics are calculated using the month-end market value of holdings of the representative account, and where averages are shown these reflect the market weights of the securities in the representative account. For beta and standard deviation, if shown, these reflect Composite month-end returns. Characteristics are as of the date indicated, are subject to change, and should not be relied upon as current thereafter.

Market data, prices, and dividend estimates for characteristics calculations provided by Factset Research Systems, Inc. All other portfolio data provided by SSGA. Sector reporting based on the Global Industry Classification Standard ("GICS") which was developed by and is the exclusive property and a service mark of MSCI Inc. ("MSCI") and Standard & Poor's, a division of The McGraw-Hill Companies, Inc. ("S&P") and is licensed for use by State Street. Effective October 1, 2018, GICS renamed the "Telecommunication Services" sector to "Communication Services", which resulted in the sector reclassification of some companies.

SSGA generally delegates commodities management for separately managed accounts to SSGA FM, a wholly owned subsidiary of State Street and an affiliate of SSGA. SSGA FM is registered as a commodity trading advisor ("CTA") with the Commodity Futures Trading Commission and National Futures Association.

State Street regards the Fact Sheets in their distributed form to be complete documents that include material information regarding the Strategy for investment consideration. You are not authorized to make any material modifications to this information without our express consent, and we assume no liability in connection with these Materials or with regard to any modifications to or misuse of the information contained therein.

26319666

Expiration Date: 05/30/2020

Investment Manager

The Strategy is managed by State Street Global Advisors Trust Company, a wholly owned subsidiary of State Street Bank and Trust Company, and a global leader in providing investment management solutions to clients worldwide. To learn more about SSGA, visit our web site at www.ssga.com.

Important Message About Risk

This section explains some of the general risks involved with investing in the Strategy, including possible loss of principal. Equity securities are volatile and can decline significantly in response to broad market and economic conditions. Generally, among asset classes, stocks are more volatile than bonds or short-term instruments. Stock values fluctuate in response to the activities of individual companies, the stock market and economic conditions. At times, the risk level of the Strategy may be greater than that of the U.S. stock market in general. In addition, the Strategy may use derivative instruments which may involve additional risks such as potential illiquidity of the markets, credit risk, currency risk, leverage risk and counterparty risk.

This section does not purport to be a complete explanation; rather, an investment in the Strategy is subject to a number of other risks, which are described in more detail in the Strategy's Disclosure Document. Carefully review the complete description of the risks prior to investing in the Strategy.

Further, there can be no guarantee that the Investment Objective of the Strategy will be met. Risk management does not promise any level of performance or guarantee against loss of principal. SSGA encourages investors to seek the advice of well-qualified financial and tax advisors, accountants, attorneys and other professionals before making any investment or retirement decision.

Securities Lending

The Strategy may participate in an agency securities lending program (the "Lending Program") sponsored by State Street Bank and Trust Company ("State Street") for the purpose of lending the Strategy's securities and investing the collateral in a collateral reinvestment fund (each a "Collateral Pool"). None of the Collateral Pools are FDIC-insured bank deposits or otherwise guaranteed by SSGA or State Street or any of their respective affiliates. Investors may lose money by participating in the Lending Program and through investments in a Collateral Pool. For more information, including the risks associated with participating in the Lending Program you should review the SSGA Securities Lending Program Disclosure and the disclosure document and fact sheet for the relevant Collateral Pool.

Investment Objective

The Strategy seeks an investment return that approximates as closely as practicable, before expenses, the performance of its benchmark index (the "Index") over the long term.

Benchmark

Bloomberg Barclays U.S. Aggregate Bond Index

Investment Strategy

The Strategy is managed using an "indexing" investment approach, by which SSGA attempts to approximate, before expenses, the performance of the Index over the long term. The Strategy will not necessarily own all of the securities included in the Index.

The Strategy may attempt to invest in the securities comprising the Index, in the same proportions as they are represented in the Index. However, due to the diverse composition of securities in the Index and the fact that many of the securities comprising the Index may be unavailable for purchase, it may not be possible for the Strategy to purchase some of the securities comprising the Index. In such a case, SSGA will select securities for the Portfolio that SSGA expects will provide a return comparable to that of the Index.

SSGA expects that it will typically seek to replicate Index returns for the Portfolio through investments in the "cash" markets - actual holdings of debt securities and other instruments - rather than through "notional" or "synthetic" positions achieved through the use of derivatives, such as futures contracts or swap transactions (except in the unusual case where SSGA believes that use of derivatives is necessary to achieve an exposure that is not readily available through the cash markets). The Strategy's return may not match the return of the Index.

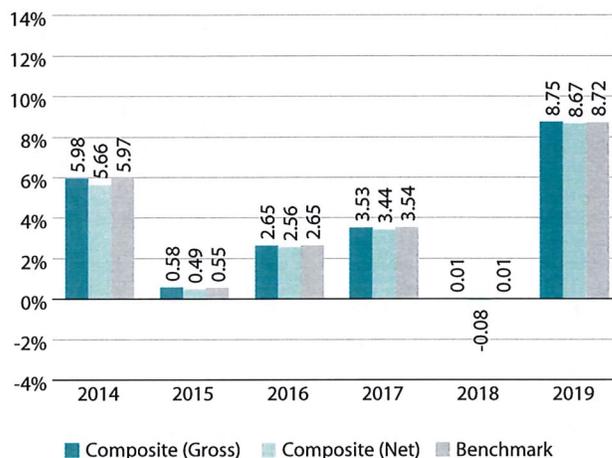
Key Facts

- Managed using an indexing strategy
- Does not normally use futures or other derivatives to create "notional" or "synthetic" index exposures
- Only designated 'Securities Lending' Portfolios may lend and enter repurchase agreements (See applicable governing documents for a Portfolio's authority to lend. Participation in a securities lending program may adversely affect the investment returns and risk profile of the Portfolio. See "Securities Lending Risk; Risks of Investment of Cash Collateral" in the Strategy Disclosure Document.)
- May invest in other investment pools, including those managed by SSGA and its affiliates
- Is not a leveraged strategy
- Will not sell securities short

Performance

Total Returns	Composite (Gross) ^{1,2}	Composite (Net) ^{1,3}	Benchmark ⁴
Q4 2019	0.18%	0.16%	0.18%
YTD	8.75%	8.67%	8.72%
1 Year	8.75%	8.67%	8.72%
3 Year	4.04%	3.95%	4.03%
5 Year	3.06%	2.97%	3.05%
10 Year	3.75%	3.47%	3.75%

Calendar Year Returns^{1,2,3,4}



¹Returns greater than one year are annualized. Returns represent past performance and are not a guarantee of future results. Current performance may differ from the performance shown. Returns shown are asset-weighted using Composite (as defined below) member market values, where the Composite member's return calculations are time-weighted and reflect the reinvestment of dividends and other income.

²These performance figures are provided gross of fees and expenses other than actual trading fees and expenses, and reflect all items of income, gain, and loss (other than unrealized gain or loss on units of the securities lending pools held by any portfolio in the Composite). The performance figures do not take account of the mark to market value of the units of the securities lending cash collateral pools held by any of the portfolios in the Composite. If they had, the performance shown would have been lower.

³These performance figures (i) are provided net of actual trading, audit, custody, administrative and legal fees and expenses; (ii) beginning on 9/30/2014, adjusted quarterly to reflect the highest investment management fee on the actual fee schedule, inclusive of incentive fee, if any, of any account within the Composite ("Management Fee") at the relevant time; prior to 9/30/2014, adjusted for an assumed investment management fee, which is equal to or higher than the Management Fee (except in each case certain small accounts subject to a minimum investment management fee may have incurred an actual investment management fee higher than that fee assumed in calculating the performance shown above); and (iii) reflect all items of income, gain and loss (other than unrealized gain or loss on units of the securities lending pools held by any portfolio in the Composite).

⁴Index returns are unmanaged and do not reflect the deduction of any fees or expenses. Index returns reflect all items of income, gain and loss and the reinvestment of dividends (net of any applicable withholding tax rates) and other income and are calculated in U.S. dollars. It is not possible to invest directly in an index.

Performance returns are calculated in U.S. dollars.

For the purpose of complying with the Global Investment Performance Standards (GIPS), the firm ("SSGA-Global") is defined as all portfolios managed across the global offices of State Street Global Advisors (SSGA) and SSGA Funds Management, Inc., with the exception of Charitable Asset Management which is held out to the marketplace as a distinct business entity. Prior to January 2011, SSGA-Global excluded its wrap fee business and assets accounted for on a book value basis (global cash and stable value assets). Prior to July 2017, SSGA-Global excluded Fiduciary Advisory Solutions. In January 2011, SSGA acquired the Bank of Ireland Asset Management Limited (now known as SSGA Ireland Limited), a GIPS Compliant firm. On January 01, 2012 SSGA Ireland Limited assets were merged into SSGA-Global. In July 2016, SSGA acquired the asset management and advisory services business conducted by GE Asset Management ("GEAM"), a GIPS Compliant firm. On July 01, 2017 GEAM assets were merged into SSGA-Global.

The U.S. Aggregate Bond Index Composite (the "Composite"), inception date 4/1/1996, seeks to achieve the Investment Objective described above using the Investment Strategy described above, and includes portfolios managed across the global offices of SSGA-Global. To receive a complete list and description of SSGA-Global's composites and/or a GIPS* compliant presentation, please contact your SSGA Representative.

An investment in the Strategy is not FDIC insured, nor is it an obligation or deposit of, or guaranteed by State Street Corporation, SSGA or their affiliates.

Source: Bloomberg Barclays Indices. ©2019 Bloomberg Finance L.P. and its affiliates. Used with permission.

This document provides summary information regarding the Strategy. It should be read in conjunction with the Strategy's Disclosure Document, which is available from SSGA. The Strategy Disclosure Document contains important information about the Strategy, including a description of a number of risks.

Supplemental Information

Characteristics

Average Credit Quality	AA2
Average Effective Convexity	0.21
Average Effective Maturity	7.96
Average Yield to Worst	2.31%
Composite Assets Under Management (\$M)	\$16,342.52
Effective Duration	5.88
Total Number of Holdings	8,681

Credit Quality Breakdown

Aaa	72.16%
Aa	3.28
A	10.79
Baa	13.76

Top Issuers

US/T	39.65%
FNMA	11.88
FHLMC	7.25
GNMA	7.03
G2SF	0.73
FHMS	0.61
BAC	0.54
JPM	0.54
FNCL	0.47
T	0.44

Sector Allocation

TREASURY	39.65%
MORTGAGE BACKED SECURITIES	26.98
CORPORATE - INDUSTRIAL	15.24
CORPORATE - FINANCE	7.89
NON CORPORATES	4.54
CMBS	2.08
CORPORATE - UTILITY	1.90
AGENCY	1.18
ASSET BACKED SECURITIES	0.45
CASH	0.09

The Supplemental Information above (except for the Beta and Standard Deviation, if shown) is that of a single representative account within the Composite, which is subject to change. The representative account was chosen because it has no material restrictions and fairly represents the investment style of the Strategy. The Supplemental Information should not be deemed to be reflective of (and could differ from) the overall Composite or any other single account within the Composite. Certain Supplemental Information may be rounded to the nearest hundredth decimal and may result in the total not adding up to 100.

The Top Holdings reflect certain securities that the representative account has bought and may not be representative of the Strategy's current or future investments. In the case of fixed income and cash funds the securities are aggregated and shown at the issuer level. The Top Holdings do not include other assets or instruments that may be held by the representative account including, for example and not by way of limitation, cash or cash equivalents and derivatives such as futures, options and swaps. The figures presented are as of the date shown above, do not include the representative account's entire investment portfolio, and may change at any time. This information should not be considered a recommendation to invest in a particular sector or to buy or sell any security. It is not known whether an investment in any sectors or securities will be profitable in the future.

Characteristics are calculated using the month-end market value of holdings of the representative account, and where averages are shown these reflect the market weights of the securities in the representative account. For beta and standard deviation, if shown, these reflect Composite month-end returns. Characteristics are as of the date indicated, are subject to change, and should not be relied upon as current thereafter.

Market data, prices, and estimates for characteristics calculations provided by Bloomberg Barclays POINT™. Average Credit Quality reflects market value weight of all the rated securities held by the portfolio (excludes unrated securities) using the middle rating provided by either S&P, Moody's and Fitch or lower if only two agency ratings are available. All other portfolio data provided by SSGA. Characteristics are as of the date indicated, are subject to change, and should not be relied upon as current thereafter. Fixed income asset class and country reporting based on Bloomberg Barclays indices which are trademarks of Bloomberg Barclays Inc. and have been licensed for use by State Street. Bloomberg Barclays or its affiliates ("Bloomberg Barclays") shall not be liable for any inaccuracies or errors with respect to any data or index referenced herein, nor does Bloomberg Barclays sponsor, endorse or promote the Strategy.

SSGA generally delegates commodities management for separately managed accounts to SSGA FM, a wholly owned subsidiary of State Street and an affiliate of SSGA. SSGA FM is registered as a commodity trading advisor ("CTA") with the Commodity Futures Trading Commission and National Futures Association.

State Street regards the Fact Sheets in their distributed form to be complete documents that include material information regarding the Strategy for investment consideration. You are not authorized to make any material modifications to this information without our express consent, and we assume no liability in connection with these Materials or with regard to any modifications to or misuse of the information contained therein.

26331826

Supplemental Information

Top Countries

UNITED STATES	91.90%
SUPRANATIONAL	1.33
UNITED KINGDOM	1.20
CANADA	1.11
JAPAN	0.58
GERMANY	0.55
MEXICO	0.55
NETHERLANDS	0.33
BELGIUM	0.29
AUSTRALIA	0.22

Investment Manager

The Strategy is managed by State Street Global Advisors Trust Company, a wholly owned subsidiary of State Street Bank and Trust Company, and a global leader in providing investment management solutions to clients worldwide. To learn more about SSGA, visit our web site at www.ssga.com.

Important Message About Risk

This section explains some of the general risks involved with investing in the Strategy, including possible loss of principal. Bonds generally present less short-term risk and volatility than stocks, but are subject to: interest rate risk (as interest rates raise, bond prices usually fall); issuer default risk; issuer credit risk; liquidity risk; and inflation risk. These effects are usually more pronounced for longer-term securities. Any fixed income security sold or redeemed prior to maturity may be subject to a substantial gain or loss. Investing in high yield fixed income securities, otherwise known as junk bonds, is considered speculative and involves greater risk of loss of principal and interest than investing in investment grade fixed income securities. These lower-quality debt securities involve greater risk of default and price changes due to potential changes in the credit quality of the issuer. In addition, the Strategy may use derivative instruments which may involve additional risks such as potential illiquidity of the markets, credit risk, currency risk, leverage risk and counterparty risk.

This section does not purport to be a complete explanation; rather, an investment in the Strategy is subject to a number of other risks, which are described in more detail in the Strategy's Disclosure Document. Carefully review the complete description of the risks prior to investing in the Strategy. Further, there can be no guarantee that the Investment Objective of the Strategy will be met. Risk management does not promise any level of performance or guarantee against loss of principal. SSGA encourages investors to seek the advice of well-qualified financial and tax advisors, accountants, attorneys and other professionals before making any investment or retirement decision.

Securities Lending

The Strategy may participate in an agency securities lending program (the "Lending Program") sponsored by State Street Bank and Trust Company ("State Street") for the purpose of lending the Strategy's securities and investing the collateral in a collateral reinvestment fund (each a "Collateral Pool"). None of the Collateral Pools are FDIC-insured bank deposits or otherwise guaranteed by SSGA or State Street or any of their respective affiliates. Investors may lose money by participating in the Lending Program and through investments in a Collateral Pool. For more information, including the risks associated with participating in the Lending Program you should review the SSGA Securities Lending Program Disclosure and the disclosure document and fact sheet for the relevant Collateral Pool.

Investment Objective

The Portfolio seeks an investment return that approximates as closely as practicable, before expenses, the performance of its benchmark index (the "Index") over the long term.

Benchmark

FTSE® EPRA®Nareit® Developed Liquid Index

Investment Strategy

The Strategy is managed using an "indexing" investment approach, by which SSGA attempts to approximate, before expenses, the performance of the Index over the long term. SSGA will typically attempt to invest in the equity securities comprising the Index, in approximately the same proportions as they are represented in the Index. Equity securities may include common stocks, preferred stocks, depository receipts, or other securities convertible into common stock. In some cases, it may not be possible or practicable to purchase all of the securities comprising the Index, or to hold them in the same weightings as they represent in the Index. In those circumstances, SSGA may employ a sampling or optimization technique to construct the portfolio in question.

From time to time securities are added to or removed from the Index. SSGA may sell securities that are represented in the Index, or purchase securities that are not yet represented in the Index, prior to or after their removal or addition to the Index. The Strategy's return may not match the return of the Index.

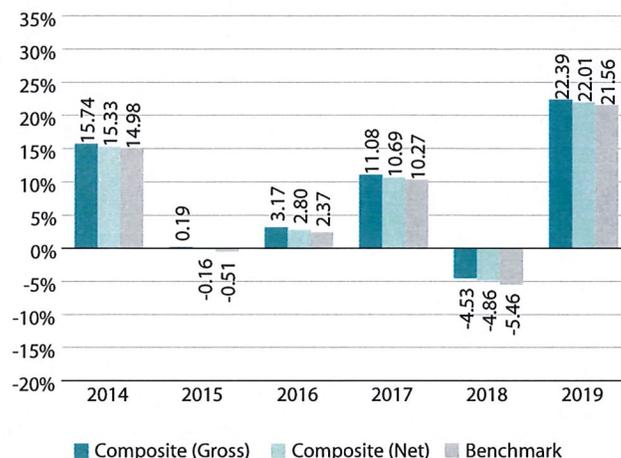
Key Facts

- Managed using an indexing strategy
- Only designated 'Securities Lending' Portfolios may lend and enter repurchase agreements (See applicable governing documents for a Portfolio's authority to lend. Participation in a securities lending program may adversely affect the investment returns and risk profile of the Portfolio. See "Securities Lending Risk; Risks of Investment of Cash Collateral" in the Strategy Disclosure Document.)
- May invest in other investment pools, including those managed by SSGA and its affiliates
- Is not a leveraged strategy
- Will not sell securities short

Performance

Total Returns	Composite (Gross) ^{1,2}	Composite (Net) ^{1,3}	Benchmark ⁴
Q4 2019	1.72%	1.67%	1.56%
YTD	22.39%	22.01%	21.56%
1 Year	22.39%	22.01%	21.56%
3 Year	9.08%	8.71%	8.22%
5 Year	6.05%	5.69%	5.24%
10 Year	8.77%	8.39%	8.03%

Calendar Year Returns^{1,2,3,4}



¹Returns greater than one year are annualized. Returns represent past performance and are not a guarantee of future results. Current performance may differ from the performance shown. Returns shown are asset-weighted using Composite (as defined below) member market values, where the Composite member's return calculations are time-weighted and reflect the reinvestment of dividends and other income.

²These performance figures are provided gross of fees and expenses other than actual trading fees and expenses, and reflect all items of income, gain, and loss (other than unrealized gain or loss on units of the securities lending pools held by any portfolio in the Composite). The performance figures do not take account of the mark to market value of the units of the securities lending cash collateral pools held by any of the portfolios in the Composite. If they had, the performance shown would have been lower.

³These performance figures (i) are provided net of actual trading, audit, custody, administrative and legal fees and expenses; (ii) beginning on 9/30/2014, adjusted quarterly to reflect the highest investment management fee on the actual fee schedule, inclusive of incentive fee, if any, of any account within the Composite ("Management Fee") at the relevant time; prior to 9/30/2014, adjusted for an assumed investment management fee, which is equal to or higher than the Management Fee (except in each case certain small accounts subject to a minimum investment management fee may have incurred an actual investment management fee higher than that fee assumed in calculating the performance shown above); and (iii) reflect all items of income, gain and loss (other than unrealized gain or loss (other than unrealized gain or loss on units of the securities lending pools held by any portfolio in the Composite).

⁴Index returns are unmanaged and do not reflect the deduction of any fees or expenses. Index returns reflect all items of income, gain and loss and the reinvestment of dividends (net of any applicable withholding tax rates) and other income and are calculated in U.S. dollars. It is not possible to invest directly in an index.

Performance returns are calculated in U.S. dollars.

For the purpose of complying with the Global Investment Performance Standards (GIPS), the firm ("SSGA-Global") is defined as all portfolios managed across the global offices of State Street Global Advisors (SSGA) and SSGA Funds Management, Inc., with the exception of Charitable Asset Management which is held out to the marketplace as a distinct business entity. Prior to January 2011, SSGA-Global excluded its wrap fee business and assets accounted for on a book value basis (global cash and stable value assets). Prior to July 2017, SSGA-Global excluded Fiduciary Advisory Solutions. In January 2011, SSGA acquired the Bank of Ireland Asset Management Limited (now known as SSGA Ireland Limited), a GIPS Compliant firm. On January 01, 2012 SSGA Ireland Limited assets were merged into SSGA-Global. In July 2016, SSGA acquired the asset management and advisory services business conducted by GE Asset Management ("GEAM"), a GIPS Compliant firm. On July 01, 2017 GEAM assets were merged into SSGA-Global.

The SSGA Global Liquid Real Estate Composite (the "Composite"), inception date 8/1/2007 seeks to achieve the Investment Objective described above using the Investment Strategy described above, and includes portfolios managed across the global offices of SSGA-Global. To receive a complete list and description of SSGA-Global's composites and/or a GIPS compliant presentation, please contact your SSGA Representative.

An investment in the Strategy is not FDIC insured, nor is it an obligation or deposit of, or guaranteed by State Street Corporation, SSGA or their affiliates.

"FTSE" is a trademark of the London Stock Exchange Group companies, "Nareit" is a trademark of the National Association of Real Estate Investment Trusts ("Nareit") and "EPRA" is a trademark of the European Public Real Estate Association ("EPRA") and all are used by FTSE International Limited ("FTSE") under license.

The FTSE EPRA Nareit Developed Liquid Index is calculated by FTSE. Neither FTSE, Euronext N.V., Nareit nor EPRA sponsor, endorse or promote SSGA's investment products and are not in any way connected to it and do not accept any liability.

All intellectual property rights within the index values and constituent list vest in FTSE, Euronext N.V., Nareit and EPRA. SSGA obtained full license from FTSE to use such intellectual property rights in the creation of this product.

This document provides summary information regarding the Strategy. It should be read in conjunction with the Strategy's Disclosure Document, which is available from SSGA. The Strategy Disclosure Document contains important information about the Strategy, including a description of a number of risks.

Supplemental Information

Characteristics

Annual Dividend Yield (Trailing 12 Months)	3.64%
Beta (Trailing 36 Months)	1.00
Composite Assets Under Management (\$M)	\$2,743.14
Standard Deviation (Annualized 36 Months)	9.68%
Total Number of Holdings	175
Weighted Average Market Cap (\$M)	\$17,535.29

Top Holdings

PROLOGIS INC	4.03%
SIMON PROPERTY GROUP INC	3.29
WELLTOWER INC	2.38
PUBLIC STORAGE	2.27
EQUITY RESIDENTIAL	2.13
AVALONBAY COMMUNITIES INC	2.10
VONOVIA SE	2.10
DIGITAL REALTY TRUST INC	1.79
REALTY INCOME CORP	1.73
MITSUI FUDOSAN CO LTD	1.66

Sector Allocation

Diversified	27.96%
Residential	18.74
Retail	16.35
Office	12.10
Industrial	8.72
Healthcare	8.11
Self Storage	4.34
Lodging/Resorts	2.62
Industrial/Office	1.06

Top Countries

UNITED STATES	55.78%
JAPAN	10.72
HONG KONG	6.16
UNITED KINGDOM	5.34
GERMANY	4.92
AUSTRALIA	3.58
CANADA	2.52
SINGAPORE	2.30
SWEDEN	1.83
FRANCE	1.57

Investment Manager

The Strategy is managed by State Street Global Advisors Trust Company, a wholly owned subsidiary of State Street Bank and Trust Company, and a global leader in providing investment management solutions to clients worldwide. To learn more about SSGA, visit our web site at www.ssga.com.

Important Message About Risk

This section explains some of the general risks involved with investing in the Strategy, including possible loss of principal. Investing in foreign domiciled securities may involve an increased risk of capital loss from unfavorable fluctuation in currency values, withholding taxes, differences in generally accepted accounting principles and economic or political instability in other nations. Investing in REITs involves certain distinct risks in addition to those risks associated with investing in the real estate directly. Equity REITs may be affected by changes in the value of the underlying property owned by the REITs, while mortgage REITs may be affected by the quality of credit extended. REITs are subject to heavy cash flow dependency, default by borrowers and self-liquidation. REITs, especially mortgage REITs, are also subject to interest rate risk (i.e., as interest rates rise, the value of the REIT may decline). In addition, the Strategy may use derivative instruments which may involve additional risks such as potential illiquidity of the markets, credit risk, currency risk, leverage risk and counterparty risk.

This section does not purport to be a complete explanation; rather, an investment in the Strategy is subject to a number of other risks, which are described in more detail in the Strategy's Disclosure Document. Carefully review the complete description of the risks prior to investing in the Strategy.

Further, there can be no guarantee that the Investment Objective of the Strategy will be met. Risk management does not promise any level of performance or guarantee against loss of principal. SSGA encourages investors to seek the advice of well-qualified financial and tax advisors, accountants, attorneys and other professionals before making any investment or retirement decision.

Securities Lending

The Strategy may participate in an agency securities lending program (the "Lending Program") sponsored by State Street Bank and Trust Company ("State Street") for the purpose of lending the Strategy's securities and investing the collateral in a collateral reinvestment fund (each a "Collateral Pool"). None of the Collateral Pools are FDIC-insured bank deposits or otherwise guaranteed by SSGA or State Street or any of their respective affiliates. Investors may lose money by participating in the Lending Program and through investments in a Collateral Pool. For more information, including the risks associated with participating in the Lending Program you should review the SSGA Securities Lending Program Disclosure and the disclosure document and fact sheet for the relevant Collateral Pool.

The Supplemental Information above (except for the Beta and Standard Deviation, if shown) is that of a single representative account within the Composite, which is subject to change. The representative account was chosen because it has no material restrictions and fairly represents the investment style of the Strategy. The Supplemental Information should not be deemed to be reflective of (and could differ from) the overall Composite or any other single account within the Composite. Certain Supplemental Information may be rounded to the nearest hundredth decimal and may result in the total not adding up to 100.

The Top Holdings reflect certain securities that the representative account has bought and may not be representative of the Strategy's current or future investments. In the case of fixed income and cash funds the securities are aggregated and shown at the issuer level. The Top Holdings do not include other assets or instruments that may be held by the representative account including, for example and not by way of limitation, cash or cash equivalents and derivatives such as futures, options and swaps. The figures presented are as of the date shown above, do not include the representative account's entire investment portfolio, and may change at any time. This information should not be considered a recommendation to invest in a particular sector or to buy or sell any security. It is not known whether an investment in any sectors or securities will be profitable in the future.

Characteristics are calculated using the month-end market value of holdings of the representative account, and where averages are shown these reflect the market weights of the securities in the representative account. For beta and standard deviation, if shown, these reflect Composite month-end returns. Characteristics are as of the date indicated, are subject to change, and should not be relied upon as current thereafter.

Market data, prices, and dividend estimates for characteristics calculations provided by Factset Research Systems, Inc. All other portfolio data provided by SSGA. Sector reporting based on the Global Industry Classification Standard ("GICS") which was developed by and is the exclusive property and a service mark of MSCI Inc. ("MSCI") and Standard & Poor's, a division of The McGraw-Hill Companies, Inc. ("S&P") and is licensed for use by State Street. Effective October 1, 2018, GICS renamed the "Telecommunication Services" sector to "Communication Services", which resulted in the sector reclassification of some companies.

SSGA generally delegates commodities management for separately managed accounts to SSGA FM, a wholly owned subsidiary of State Street and an affiliate of SSGA. SSGA FM is registered as a commodity trading advisor ("CTA") with the Commodity Futures Trading Commission and National Futures Association.

State Street regards the Fact Sheets in their distributed form to be complete documents that include material information regarding the Strategy for investment consideration. You are not authorized to make any material modifications to this information without our express consent, and we assume no liability in connection with these Materials or with regard to any modifications to or misuse of the information contained therein.

Investment Objective

The Strategy seeks an investment return that approximates as closely as practicable, before expenses, the performance of its benchmark index (the "Index") over the long term.

Benchmark

Bloomberg Barclays U.S. Treasury Inflation Protected Securities (TIPS) Index

Investment Strategy

The Strategy is managed using an "indexing" investment approach, by which SSGA attempts to approximate, before expenses, the performance of the Index over the long term. The Strategy will not necessarily own all of the securities included in the Index.

The Strategy may attempt to invest in the securities comprising the Index, in the same proportions as they are represented in the Index. However, due to the diverse composition of securities in the Index and the fact that many of the securities comprising the Index may be unavailable for purchase, it may not be possible for the Strategy to purchase some of the securities comprising the Index. In such a case, SSGA will select securities for the Portfolio that SSGA expects will provide a return comparable to that of the Index.

SSGA expects that it will typically seek to replicate Index returns for the Portfolio through investments in the "cash" markets - actual holdings of debt securities and other instruments - rather than through "notional" or "synthetic" positions achieved through the use of derivatives, such as futures contracts or swap transactions (except in the unusual case where SSGA believes that use of derivatives is necessary to achieve an exposure that is not readily available through the cash markets).

SSGA may implement the Strategy's asset allocations through investments in indexed investment vehicles, which typically attempt to replicate the returns of a specific index or group of indices. These will typically include investment pools (which may, but will not necessarily, be registered under the U.S. Investment Company Act of 1940, as amended) managed or sponsored by SSGA or an affiliate. Because of the unit issuance processes employed by the various underlying investment pools, allocations by the Strategy to certain pools on a given trading day may be invested in such pools at the next trading day's net asset value per unit. This will result in the portion of the Strategy's assets being invested in such investment pools being held in cash for the trading day and may result in increased tracking error. This could adversely impact the return to any investor. The Strategy's return may not match the return of the Index.

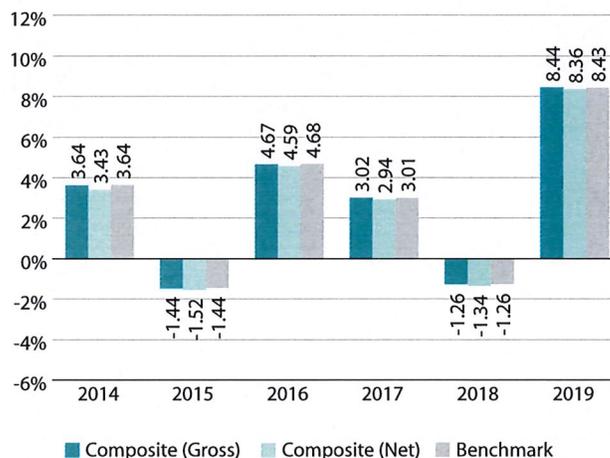
Key Facts

- Managed using an indexing strategy
- Does not normally use futures or other derivatives to create "notional" or "synthetic" index exposures
- Only designated 'Securities Lending' Portfolios may lend and enter repurchase agreements (See applicable governing documents for a Portfolio's authority to lend. Participation in a securities lending program may adversely affect the investment returns and risk profile of the Portfolio. See "Securities Lending Risk; Risks of Investment of Cash Collateral" in the Strategy Disclosure Document.)
- May invest in other investment pools, including those managed by SSGA and its affiliates
- Is not a leveraged strategy
- Will not sell securities short

Performance

Total Returns	Composite (Gross) ^{1,2}	Composite (Net) ^{1,3}	Benchmark ⁴
Q4 2019	0.79%	0.77%	0.79%
YTD	8.44%	8.36%	8.43%
1 Year	8.44%	8.36%	8.43%
3 Year	3.32%	3.24%	3.32%
5 Year	2.62%	2.54%	2.62%
10 Year	3.36%	3.17%	3.36%

Calendar Year Returns^{1,2,3,4}



¹Returns greater than one year are annualized. Returns represent past performance and are not a guarantee of future results. Current performance may differ from the performance shown. Returns shown are asset-weighted using Composite (as defined below) member market values, where the Composite member's return calculations are time-weighted and reflect the reinvestment of dividends and other income.

²These performance figures are provided gross of fees and expenses other than actual trading fees and fees and expenses, and reflect all items of income, gain, and loss (other than unrealized gain or loss on units of the securities lending pools held by any portfolio in the Composite). The performance figures do not take account of the mark to market value of the units of the securities lending cash collateral pools held by any of the portfolios in the Composite. If they had, the performance shown would have been lower.

³These performance figures (i) are provided net of actual trading, audit, custody, administrative and legal fees and expenses; (ii) beginning on 9/30/2014, adjusted quarterly to reflect the highest investment management fee on the actual fee schedule, inclusive of incentive fee, if any, of any account within the Composite ("Management Fee") at the relevant time; prior to 9/30/2014, adjusted for an assumed investment management fee, which is equal to or higher than the Management Fee (except in each case certain small accounts subject to a minimum investment management fee may have incurred an actual investment management fee higher than that fee assumed in calculating the performance shown above); and (iii) reflect all items of income, gain and loss (other than unrealized gain or loss on units of the securities lending pools held by any portfolio in the Composite).

⁴Index returns are unmanaged and do not reflect the deduction of any fees or expenses. Index returns reflect all items of income, gain and loss and the reinvestment of dividends (net of any applicable withholding tax rates) and other income and are calculated in U.S. dollars. It is not possible to invest directly in an index. Performance returns are calculated in U.S. dollars.

For the purpose of complying with the Global Investment Performance Standards (GIPS), the firm ("SSGA-Global") is defined as all portfolios managed across the global offices of State Street Global Advisors (SSGA) and SSGA Funds Management, Inc., with the exception of Charitable Asset Management which is held out to the marketplace as a distinct business entity. Prior to January 2011, SSGA-Global excluded its wrap fee business and assets accounted for on a book value basis (global cash and stable value assets). Prior to July 2017, SSGA-Global excluded Fiduciary Advisory Solutions. In January 2011, SSGA acquired the Bank of Ireland Asset Management Limited (now known as SSGA Ireland Limited), a GIPS Compliant firm. On January 01, 2012 SSGA Ireland Limited assets were merged into SSGA-Global. In July 2016, SSGA acquired the asset management and advisory services business conducted by GE Asset Management ("GEAM"), a GIPS Compliant firm. On July 01, 2017 GEAM assets were merged into SSGA-Global.

The U.S. TIPS Index Composite (the "Composite"), inception date 8/1/2000, seeks to achieve the Investment Objective described above using the Investment Strategy described above, and includes portfolios managed across the global offices of SSGA-Global. To receive a complete list and description of SSGA-Global's composites and/or a GIPS compliant presentation, please contact your SSGA Representative.

An investment in the Strategy is not FDIC insured, nor is it an obligation or deposit of, or guaranteed by State Street Corporation, SSGA or their affiliates.

Source: Bloomberg Barclays Indices. ©2019 Bloomberg Finance L.P. and its affiliates. Used with permission.

This document provides summary information regarding the Strategy. It should be read in conjunction with the Strategy's Disclosure Document, which is available from SSGA. The Strategy Disclosure Document contains important information about the Strategy, including a description of a number of risks.

Supplemental Information

Characteristics

Average Credit Quality	AAA
Average Effective Convexity	1.09
Average Effective Maturity	7.98
Composite Assets Under Management (\$M)	\$18,649.97
Real Duration	7.42
Real Yield	0.17%
Total Number of Holdings	42

Credit Quality Breakdown

Aaa	100.00%
-----	---------

Top Issuers

US/T	99.95%
------	--------

Sector Allocation

TREASURY	99.95%
CASH	0.05

Investment Manager

The Strategy is managed by State Street Global Advisors Trust Company, a wholly owned subsidiary of State Street Bank and Trust Company, and a global leader in providing investment management solutions to clients worldwide. To learn more about SSGA, visit our web site at www.ssga.com.

Important Message About Risk

This section explains some of the general risks involved with investing in the Strategy, including possible loss of principal. Bonds generally present less short-term risk and volatility than stocks, but are subject to: interest rate risk (as interest rates raise, bond prices usually fall); issuer default risk; issuer credit risk; liquidity risk; and inflation risk. These effects are usually more pronounced for longer-term securities. Any fixed income security sold or redeemed prior to maturity may be subject to a substantial gain or loss. In addition, the Strategy may use derivative instruments which may involve additional risks such as potential illiquidity of the markets, credit risk, currency risk, leverage risk and counterparty risk.

This section does not purport to be a complete explanation; rather, an investment in the Strategy is subject to a number of other risks, which are described in more detail in the Strategy's Disclosure Document. Carefully review the complete description of the risks prior to investing in the Strategy.

Further, there can be no guarantee that the Investment Objective of the Strategy will be met. Risk management does not promise any level of performance or guarantee against loss of principal. SSGA encourages investors to seek the advice of well-qualified financial and tax advisors, accountants, attorneys and other professionals before making any investment or retirement decision.

Securities Lending

The Strategy may participate in an agency securities lending program (the "Lending Program") sponsored by State Street Bank and Trust Company ("State Street") for the purpose of lending the Strategy's securities and investing the collateral in a collateral reinvestment fund (each a "Collateral Pool"). None of the Collateral Pools are FDIC-insured bank deposits or otherwise guaranteed by SSGA or State Street or any of their respective affiliates. Investors may lose money by participating in the Lending Program and through investments in a Collateral Pool. For more information, including the risks associated with participating in the Lending Program you should review the SSGA Securities Lending Program Disclosure and the disclosure document and fact sheet for the relevant Collateral Pool.

The Supplemental Information above (except for the Beta and Standard Deviation, if shown) is that of a single representative account within the Composite, which is subject to change. The representative account was chosen because it has no material restrictions and fairly represents the investment style of the Strategy. The Supplemental Information should not be deemed to be reflective of (and could differ from) the overall Composite or any other single account within the Composite. Certain Supplemental Information may be rounded to the nearest hundredth decimal and may result in the total not adding up to 100.

The Top Holdings reflect certain securities that the representative account has bought and may not be representative of the Strategy's current or future investments. In the case of fixed income and cash funds the securities are aggregated and shown at the issuer level. The Top Holdings do not include other assets or instruments that may be held by the representative account including, for example and not by way of limitation, cash or cash equivalents and derivatives such as futures, options and swaps. The figures presented are as of the date shown above, do not include the representative account's entire investment portfolio, and may change at any time. This information should not be considered a recommendation to invest in a particular sector or to buy or sell any security. It is not known whether an investment in any sectors or securities will be profitable in the future.

Characteristics are calculated using the month-end market value of holdings of the representative account, and where averages are shown these reflect the market weights of the securities in the representative account. For beta and standard deviation, if shown, these reflect Composite month-end returns. Characteristics are as of the date indicated, are subject to change, and should not be relied upon as current thereafter.

Market data, prices, and estimates for characteristics calculations provided by Bloomberg Barclays POINT[®]. Average Credit Quality reflects market value weight of all the rated securities held by the portfolio (excludes unrated securities) using the middle rating provided by either S&P, Moody's and Fitch or lower if only two agency ratings are available. All other portfolio data provided by SSGA. Characteristics are as of the date indicated, are subject to change, and should not be relied upon as current thereafter. Fixed income asset class and country reporting based on Bloomberg Barclays indices which are trademarks of Bloomberg Barclays Inc. and have been licensed for use by State Street. Bloomberg Barclays or its affiliates ("Bloomberg Barclays") shall not be liable for any inaccuracies or errors with respect to any data or index referenced herein, nor does Bloomberg Barclays sponsor, endorse or promote the Strategy.

SSGA generally delegates commodities management for separately managed accounts to SSGA FM, a wholly owned subsidiary of State Street and an affiliate of SSGA. SSGA FM is registered as a commodity trading advisor ("CTA") with the Commodity Futures Trading Commission and National Futures Association.

State Street regards the Fact Sheets in their distributed form to be complete documents that include material information regarding the Strategy for investment consideration. You are not authorized to make any material modifications to this information without our express consent, and we assume no liability in connection with these Materials or with regard to any modifications to or misuse of the information contained therein.

Attachment 4

Prefunding Programs Employers

Prefunding Programs

Contracted Employers



Cemetery Districts

Auburn Public Cemetery District
Placer County Cemetery District #1
Roseville Public Cemetery District

Cities and/or Towns

City of Agoura Hills
City of American Canyon
City of Anaheim
City of Antioch
City of Arcadia
City of Arcata
City of Avalon
City of Baldwin Park
City of Barstow
City of Bellflower
City of Belmont
City of Bishop
City of Brentwood
City of Buena Park (Dual)
City of Burbank (Dual)
City of Burlingame
City of Campbell
City of Capitola
City of Carlsbad
City of Carson
City of Cerritos
City of Citrus Heights
City of Colusa
City of Concord
City of Corona
City of Daly City
City of Davis
City of Diamond Bar
City of Downey
City of Dublin
City of Eastvale
City of El Cajon
City of El Centro
City of El Segundo
City of Encinitas
City of Fairfield
City of Fort Bragg
City of Fountain Valley
City of Fremont
City of Gardena
City of Hawaiian Gardens
City of Hayward
City of Huntington Beach
City of Huntington Park
City of Indian Wells
City of Indio
City of Industry
City of Irwindale

Cities and/or Towns, cont.

City of La Habra
City of La Mesa
City of La Mirada
City of La Palma
City of La Puente
City of La Quinta
City of Lafayette
City of Laguna Woods
City of Lancaster
City of Larkspur
City of Lathrop
City of Live Oak
City of Livingston
City of Lodi
City of Loma Linda
City of Lompoc
City of Los Altos
City of Los Banos
City of Lynwood
City of Malibu
City of Manhattan Beach
City of Martinez
City of Maywood (Dual)
City of Menlo Park
City of Merced
City of Mill Valley
City of Milpitas
City of Mission Viejo
City of Monterey
City of Monterey Park
City of Moorpark
City of Moreno Valley
City of Mountain View
City of Murrieta
City of Napa
City of Newark
City of Newport Beach
City of Norco
City of Oakland
City of Ojai
City of Ontario
City of Palm Desert
City of Palo Alto
City of Paramount
City of Perris
City of Pico Rivera
City of Pismo Beach
City of Pittsburg
City of Pleasanton
City of Rancho Cordova
City of Rancho Mirage
City of Redondo Beach
City of Redwood City

Cities and/or Towns, cont.

City of Reedley
City of Richmond
City of Ridgecrest
City of Rocklin
City of Rohnert Park
City of Rolling Hills
City of Sacramento
City of Salinas
City of Sand City
City of San Carlos
City of San Clemente
City of San Diego
City of San Gabriel
City of San Luis Obispo
City of San Mateo
City of San Rafael
City of San Ramon
City of Santa Fe Springs
City of Santa Monica
City of Santee
City of Scotts Valley
City of Seal Beach
City of Shasta Lake (Dual)
City of Sierra Madre
City of Solvang
City of South San Francisco
City of Stanton
City of Temecula
City of Thousand Oaks
City of Torrance
City of Twentynine Palms
City of Vacaville
City of Vallejo
City of Vernon
City of West Hollywood
City of West Sacramento
City of Westlake Village
City of Westminster
City of Yorba Linda
City of Yreka (Dual)
Town of Corte Madera
Town of Fairfax
Town of Hillsborough
Town of Los Altos Hills
Town of Los Gatos (Dual)
Town of Ross
Town of San Anselmo
Town of Truckee

Community Services Districts

Big Bear City Community Services District
Brooktrails Township Community Services District
Castroville Community Services District

Community Services Districts, cont.

Clear Creek Community Services District
Cosumnes Community Services District
Denair Community Services District
Dublin San Ramon Services District
El Dorado Hills Community Services District
Groveland Community Services District
Heritage Ranch Community Services District
Jurupa Community Services District
Kensington Police Protection and Community Services District
Marinwood Community Services District
McCloud Community Services District
Nipomo Community Services District
Northstar Community Services District (CEPPT)
Tamalpais Community Services District
Templeton Community Services District

Counties

County of Butte
County of Del Norte
County of Lassen
County of Marin
County of Monterey
County of Nevada
County of Placer
County of Riverside
County of San Benito
County of San Luis Obispo
County of San Mateo
County of Santa Clara

Fairs and/or Expositions

California Authority of Racing Fairs
California Fair Services Authority
California Fairs Financing Authority

Fire Districts

Alameda County Fire Department
American Canyon Fire Protection District
Aptos/La Selva Fire Protection District (Dual)
Arcata Fire Protection District
Barstow Fire Protection District
Belmont Fire Protection District
Belmont-San Carlos Fire Department
Bonita-Sunnyside Fire Protection District
Central County Fire Department
Central Fire Protection District of Santa Cruz County (Dual)
Chino Valley Independent Fire District
Diamond Springs/El Dorado Fire Protection District
Georgetown Fire Protection District
Kensington Fire Protection District
Kentfield Fire Protection District (Dual)

Prefunding Programs

Contracted Employers



Fire Districts, cont.

Kenwood Fire Protection District
Lake County Fire Protection District
Lakeside Fire Protection District
Livermore-Pleasanton Fire Department
Meeks Bay Fire Protection District
North Tahoe Fire Protection District
Novato Fire Protection District
Rancho Cucamonga Fire Protection District
Rincon Valley Fire Protection District
Rodeo-Hercules Fire District
Ross Valley Fire Service
Sacramento Metropolitan Fire District
San Ramon Valley Fire Protection District
Santa Clara County Central Fire Protection District
Shasta Lake Fire Protection District
Tiburon Fire Protection District (Dual)
Truckee Fire Protection District (Dual)
Woodside Fire Protection District

Hospital Districts

Camarillo Health Care District
Grossmont Healthcare District

Housing Authorities/Redevelopment Agencies

Capitol Area Development Authority
Community Development Commission of the County of Los Angeles
Housing Authority of the City of Alameda
Housing Authority of the City of Los Angeles
Housing Authority of the County of Butte
Housing Authority of the County of San Mateo
Housing Authority of the County of Santa Clara
Housing Authority of the County of Santa Cruz
Los Angeles City Community Redevelopment Agency
Kern County Housing Authority
Oakland City Housing Authority
Plumas County Community Development Commission
Sacramento City Housing Authority
San Francisco City and County Redevelopment Agency
Stanislaus County Housing Authority
Yolo County Housing Authority

Libraries/Library Districts

Alameda County Law Library
Altadena Library District
Buena Park Library District
Contra Costa County Public Law Library
Fresno County Law Library
Kern County Law Library
Los Angeles County Law Library

Libraries/Library Districts, cont.

Sacramento County Public Law Library
Sonoma County Library
Ventura County Law Library

Mosquito Abatement Districts

Antelope Valley Mosquito and Vector Control District
Coachella Valley Mosquito and Vector Control District
Compton Creek Mosquito Abatement District
Delta Vector Control District
Greater Los Angeles County Vector Control District
Marin/Sonoma Mosquito Vector and Control District
Mosquito and Vector Management District of Santa Barbara County
Napa County Mosquito Abatement District
Northwest Mosquito and Vector Control District
Placer Mosquito and Vector Control District
Sacramento-Yolo Mosquito & Vector Control District
San Gabriel Valley Mosquito and Vector Control District
San Joaquin County Mosquito and Vector Control District
Shasta Mosquito and Vector Control District
Solano County Mosquito Abatement District
Turlock Mosquito Abatement District

Parks and/or Recreation Districts

Beaumont-Cherry Valley Recreation and Park District
East Bay Regional Park District
Fair Oaks Recreation & Park District
Midpeninsula Regional Open Space District
Monterey Peninsula Regional Park District
Riverside County Regional Park and Open Space District
Western Riverside County Regional Conservation Authority

Pollution Control Districts

Bay Area Air Quality Management District
Butte County Air Quality Management District
Sacramento Metropolitan Air Quality Management District
Yolo-Solano Air Quality Management District

Sanitation Districts

Alameda County Waste Management Authority
Big Bear Area Regional Wastewater Agency
Castro Valley Sanitary District
Central Marin Sanitation Agency
Costa Mesa Sanitary District
Del Norte Solid Waste Management Authority
East Bay Dischargers Authority

Prefunding Programs

Contracted Employers



Sanitation Districts, cont.

Encina Wastewater Authority
East Palo Alto Sanitary District
Fairfield-Suisun Sewer District
Goleta Sanitary District
Ironhouse Sanitary District
Las Gallinas Valley Sanitary District
Leucadia Wastewater District
Los Angeles County Sanitation District No. 2
Midway City Sanitary District (Dual)
Mt. View Sanitary District
Napa Sanitation District
Ojai Valley Sanitary District
Oro Loma Sanitary District
Richardson Bay Sanitary District
Ross Valley Sanitary District (Dual)
Salinas Valley Solid Waste Authority
Sanitary District No. 5 of Marin County
Sausalito-Marín City Sanitary District
Selma-Kingsburg-Fowler County Sanitation District
Silicon Valley Clean Water
Steger Sanitary District
Tahoe-Truckee Sanitation Agency
Truckee Sanitary District (Dual)
Union Sanitary District
Vallejo Flood and Wastewater District
Valley Sanitary District
West Valley Sanitation District of Santa Clara County

School Districts & County Offices of Education

Acalanes Union High School District
Alhambra Unified School District
Barstow Community College District
Butte-Glenn Community College District
Cabrillo Joint Community College District
Campbell Union Elementary School District
Center Unified School District
Chula Vista Elementary School District
County School Service - Sacramento County Schools
County Superintendent of Schools Office - Riverside County Schools
Del Mar Union Elementary School District
Eden Area Regional Occupation Program
Enterprise Elementary School District
Foothill-DeAnza Community College District
Franklin Elementary School District
Fresno Unified School District
Glendale Community College District
Grossmont Union High School District
Hartnell Community College District
Igo, Ono, Platina Union Elementary School District
Lafayette School District

School Districts & County Offices of Education, cont.

Laguna Beach Unified School District
Lakeside Union Elementary School District
Las Lomas Elementary School District
Los Angeles Community College District
Los Angeles County Office of Education
Los Angeles Unified School District
Luther Burbank Elementary School District
Marin Community College District
Menlo Park City Elementary School District
Mill Valley School District
Mt. San Jacinto Community College District
Napa Community College District
Napa County Office of Education
Orinda Union School District
Rancho Santa Fe Elementary School District
Redding Elementary School District
Reed Union School District
Rialto Unified School District
Riverside Community College District
Rocklin Unified School District
Sacramento City Unified School District
San Bernardino City Unified School District
San Diego County Office of Education
San Francisco Unified School District
San Joaquin County Schools
San Joaquin Delta Community College District
San Marcos Unified School District
San Ramon Valley Unified School District
Santa Ana Unified School District
Santa Clara County Schools
Santa Cruz County Office of Education
Santa Monica Community College District
Santa Monica-Malibu Unified School District
Sequoia Union High School District
Shasta County Schools
Shasta Union Elementary School District
Shasta Union High School District
Siskiyou County Office of Education
St. Helena Unified School District
Tamalpais Union High School District
Trinity County Schools
Vacaville Unified School District
West Contra Costa Unified School District
West Valley-Mission Community College District
Western Placer Unified School District
William S. Hart Union High School District
Yreka Union Elementary School District
Yreka Union High School District
Yuba Community College District

State of California

23 Bargaining Units

Prefunding Programs

Contracted Employers



Superior Courts

Alpine County Superior Court
Amador County Superior Court (CEPPT)
Butte County Superior Court
Calaveras County Superior Court (CEPPT)
Colusa County Superior Court
El Dorado County Superior Court
Glenn County Superior Court
Lake County Superior Court
Lassen County Superior Court
Mariposa County Superior Court
Modoc County Superior Court
Mono County Superior Court (CEPPT)
Monterey County Superior Court
Napa County Superior Court
Nevada County Superior Court
Placer County Superior Court
Plumas County Superior Court
Riverside County Superior Court
Sacramento County Superior Court
San Bernardino County Superior Court
San Francisco County Superior Court
Santa Clara County Superior Court
Sierra County Superior Court
Solano County Superior Court
Superior Court of Contra Costa
Superior Court of Madera County
Superior Court of Santa Cruz County
Sutter County Superior Court
Trinity County Superior Court
Yolo County Superior Court
Yuba County Superior Court

Transportation/Transit Districts

Alameda-Contra Costa Transit District
Alameda Corridor Transportation Authority
Alameda County Transportation Commission
Border Coast Regional Airport Authority
Contra Costa Transportation Authority
El Dorado County Transit Authority
El Dorado County Transportation Commission
Gold Coast Transit
Livermore/Amador Valley Transit Authority
Napa County Transportation and Planning Agency
Peninsula Traffic Congestion Relief Alliance
Placer County Transportation Planning Agency
Riverside County Transportation Commission
Riverside Transit Agency
Sacramento Regional Transit District
San Diego County Regional Airport Authority
San Francisco Bay Area Water Emergency
Transportation Authority
San Francisco County Transportation Authority

Transportation/Transit Districts, cont.

San Mateo County Transit District
Santa Barbara Metropolitan Transit District
Shasta Regional Transportation Agency
Transportation Authority of Marin (Dual)
Ventura County Transportation Commission
Yolo County Transportation District

Utility Districts

Calaveras Public Utility District
Foresthill Public Utility District
Inverness Public Utility District
Lassen Municipal Utility District
Mojave Public Utility District
Northern California Power Agency
Sacramento Municipal Utility District
South Placer Municipal Utility District (DUAL)
Tahoe City Public Utility District
Truckee Donner Public Utilities District
Tuolumne Utilities District

Vector Control Districts

Los Angeles County West Vector Control District

Water/Flood Control Districts

Alameda County Water District
Alpine Springs County Water District
Arrowbear Park County Water District
Association of California Water Agencies
Bay Area Water Supply and Conservation Agency
Bella Vista Water District
Byron-Bethany Irrigation District
Calleguas Municipal Water District
Carlsbad Municipal Water District
Carmichael Water District
Carpinteria Valley Water District
Casitas Municipal Water District
Castaic Lake Water Agency
Central Basin Municipal Water District
Citrus Heights Water District
Crescenta Valley Water District
Crestline-Lake Arrowhead Water Agency
Cucamonga Valley Water District
Del Paso Manor Water District
Del Puerto Water District
Diablo Water District
East Valley Water District
Eastern Municipal Water District
El Dorado Hills County Water District
El Dorado Irrigation District
Fern Valley Water District
Florin Resource Conservation District Elk Grove
Water Works

Water/Flood Control Districts, cont.

Helix Water District
Imperial Irrigation District
Indian Wells Valley Water District
Inland Empire Utilities Agency
Kaweah Delta Water Conservation District
Kern County Water Agency
La Puente Valley County Water District
Lakeside Water District
Las Virgenes Municipal Water District
Marin Municipal Water District
Merced Irrigation District
Metropolitan Water District of Southern California
Mojave Water Agency
Monte Vista Water District
Moulton Niguel Water District
Nevada Irrigation District
Newhall County Water District
North of the River Municipal Water District
Orchard Dale Water District
Otay Water District
Padre Dam Municipal Water District
Palmdale Water District
Palo Verde Irrigation District
Pico Water District
Pine Cove Water District
Placer County Water Agency
Reclamation District #1000
Reclamation District No. 900
Regional Water Authority
Rincon del Diablo Municipal Water District
Rio Alto Water District
Rio Linda Elverta Community Water District
Riverside County Flood Control and Water Conservation District
Sacramento Suburban Water District
San Benito County Water District
San Bernardino Valley Municipal Water District
San Bernardino Valley Water Conservation District
San Diego County Water Authority
San Dieguito Water District
San Gabriel County Water District
San Gabriel Valley Municipal Water District
San Geronio Pass Water Agency
San Juan Water District
San Lorenzo Valley Water District
Santa Ana Watershed Project Authority
Santa Clara Valley Water District
Santa Fe Irrigation District
Solano County Water District
Soquel Creek Water District
South Coast Water District
South San Joaquin Irrigation District
Stinson Beach County Water District

Water/Flood Control Districts, cont.

Sunnyslope County Water District
Sweetwater Authority
Sweetwater Springs Water District
Tehachapi-Cummings County Water District
Trabuco Canyon Water District
Turlock Irrigation District
Twentynine Palms Water District
United Water Conservation District
Upper San Gabriel Valley Municipal Water District
Vallecitos Water District
Valley Center Municipal Water District
Valley County Water District
Valley of the Moon Water District
Vista Irrigation District
Water Replenishment District of Southern California
West Basin Municipal Water District
Westborough Water District
Westlands Water District
West Valley Water District
Yorba Linda Water District
Yuba County Water Agency
Yuima Municipal Water District

Other Special Districts

ACWA Joint Powers Insurance Authority
Association of Bay Area Governments
Association of Monterey Bay Area Governments
Big Bear City Airport District
Butte County Association of Governments
Central Marin Police Authority
City/County Association of Governments of San Mateo County
Cooperative Personnel Services
CSAC Excess Insurance Authority
First 5 Contra Costa
First 5 Del Norte
First 5 San Benito
Golden Sierra Job Training Agency
Local Agency Formation Commission - Los Angeles
March Joint Powers Authority
Marin Local Agency Formation Commission
Municipal Pooling Authority
Oxnard Harbor District
Planning and Service Area II Area Agency on Aging
Port of Oakland
Public Agency Risk Sharing Authority of California
Sacramento Area Council of Governments
Sacramento Metropolitan Cable Television Commission
Sacramento Regional Fire/EMS Communication Center
San Benito County Council of Governments
San Diego Association of Governments

Prefunding Programs

Contracted Employers



Other Special Districts, cont.

San Gabriel Valley Council of Governments (CEPPT)
San Luis Obispo Council of Governments
Santa Barbara County Association of Governments
Santa Clara County Health Authority
Sierra-Sacramento Valley Emergency Medical
Services Agency
Southern California Association of Governments
Southern California Regional Rail Authority
Special District Risk Management Authority
State Bar of California
Transbay Joint Powers Authority



City of Santa Fe Springs

City Council Meeting

ITEM NO. 11

November 12, 2020

NEW BUSINESS

Authorize the Purchase of a Pierce Arrow Fire Apparatus from South Coast Equipment Inc., and Related Vehicle Communication Equipment and Financing

RECOMMENDATION:

- Authorize the purchase of a Pierce Arrow XT PUC Fire Engine from South Coast Equipment Inc., for an amount not to exceed \$881,505.24;
- Authorize the purchase of communication equipment for the apparatus from Motorola Solutions Inc. for an amount not to exceed \$16,044.16;
- Authorize the purchase of a Mobile Data Computer (MDC) from DuraTech USA, Inc. for an amount not to exceed \$4,767.25;
- Authorize the Director of Purchasing Services to enter into a master lease financing agreement with Bank of America, National Association or Designee with a 7-year term at an interest rate of 1.74% and annual payments that will provide for complete ownership of the apparatus at the end of the 7-year lease.
- Affirm that the City of Santa Fe Springs is Bank Qualified for this transaction.

BACKGROUND

The Department of Fire-Rescue is requesting the purchase of a new Pierce Fire Apparatus, which will replace a 12 year-old front-line fire apparatus that has over 100,000 miles of service and will be placed 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 engine to be placed into reserve status is currently Engine-84, located at Fire Station #4 at 11736 Telegraph Rd., and is the City's busiest Engine Company.

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.



City of Santa Fe Springs

City Council Meeting

November 12, 2020

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-manufactures 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 apparatus and two communication components:

<u>Pierce Arrow XT PUC Engine</u>	
South Coast Fire Equipment Inc.	\$ 819,687.00
Prepayment Discount	\$ (23,745.00)
Sales Tax (10.5%)	\$ 83,573.91
Performance Bond	\$ 1,978.83
CA Tire Fee	\$ 10.50
Total Prepay Purchase Price (Tax Incl)	\$ 881,505.24

The radio communication equipment bid below includes mobile radios, microphones, antennas, and peripheral installation equipment. The equipment must be Motorola to properly function with the Department's existing systems. Motorola Solutions is the exclusive dealer in this region for this equipment.

<u>Radio Communication Equipment (Vendor and Bid amount)</u>	
Motorola Solutions (Sole Source Vendor)	\$ 16,044.16

The mobile data computer bids below include the computer mounted inside the vehicle that is used as an information database and communication between dispatch and other emergency response vehicles.

<u>Mobile Data Computer (MDC) (Vendor and Bid amount)</u>	
DuraTech USA, Inc.	\$ 4,767.25
CompSource	\$ 5,350.84
CDW-G	\$ 5,469.37



City of Santa Fe Springs

City Council Meeting

November 12, 2020

The total cost of the new apparatus, including all communication equipment, is \$902,316.65. At the vendor's expense, selected apparatus committee individuals and the City's Mechanic Supervisor 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 not later than 365 days 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 bringing 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.

Financing

Proposals were sought and received for a lease-financing arrangement in the amount of \$3,296,000. In addition to this equipment, the FY 2020-21 budget includes the replacement of an aerial ladder truck apparatus and replacement of mobile and portable radios. The budget includes lease-financing for each of these major purchases, which are budgeted in total at \$3,296,000. In order to obtain the best terms, staff requested a master-lease proposal where a single lease is contracted and the proceeds used for the acquisition of each separate purchase. The lease proceeds will be deposited into an escrow account until disbursed to the vendor for the acquisition of the equipment/apparatus.

At the October 8, 2020 City Council meeting, the City Council approved a master lease agreement in connection with the purchase of the aerial ladder truck. The proposal from Public Sector Capital LLC was deemed to be the most favorable to the City. Public Sector Capital LLC is the Arranger/Placement Agent and the actual lease is through Bank of America, National Association or Designee. With a term of seven years and an interest rate of 1.74% it calls for annual payments in the amount of \$504,193.98 commencing one year after lease execution. There is also an Arranger/Placement Agent Fee of \$10,000. Even with the upfront fee the total cost of this proposal is less than the other bidders. The City is considered Bank Qualified for purposes of tax exempt lease financing regulations.



City of Santa Fe Springs

City Council Meeting

November 12, 2020

FISCAL IMPACT

The City Council approved \$900,000 in the FY 2020-21 budget for the purchase of a new fire engine. Staff recommends taking advantage of a pre-payment option to be eligible for a proposed reduction in total purchase price of \$23,745 as offered in the purchase agreement. While the total cost of the vehicle exceeds the estimated budget amount of \$900,000 by \$2,316.55, it is offset by an approximately \$87,000 cost savings of an earlier award of purchase for an aerial apparatus in the FY 2020-21 budget for apparatus purchases. The FY 2020-21 budget also includes the first annual lease payment in the amount of \$591,150. The first payment will not be due until FY 2021-22 and is approximately \$87,000 less per fiscal year than originally anticipated.



Raymond R. Cruz
City Manager

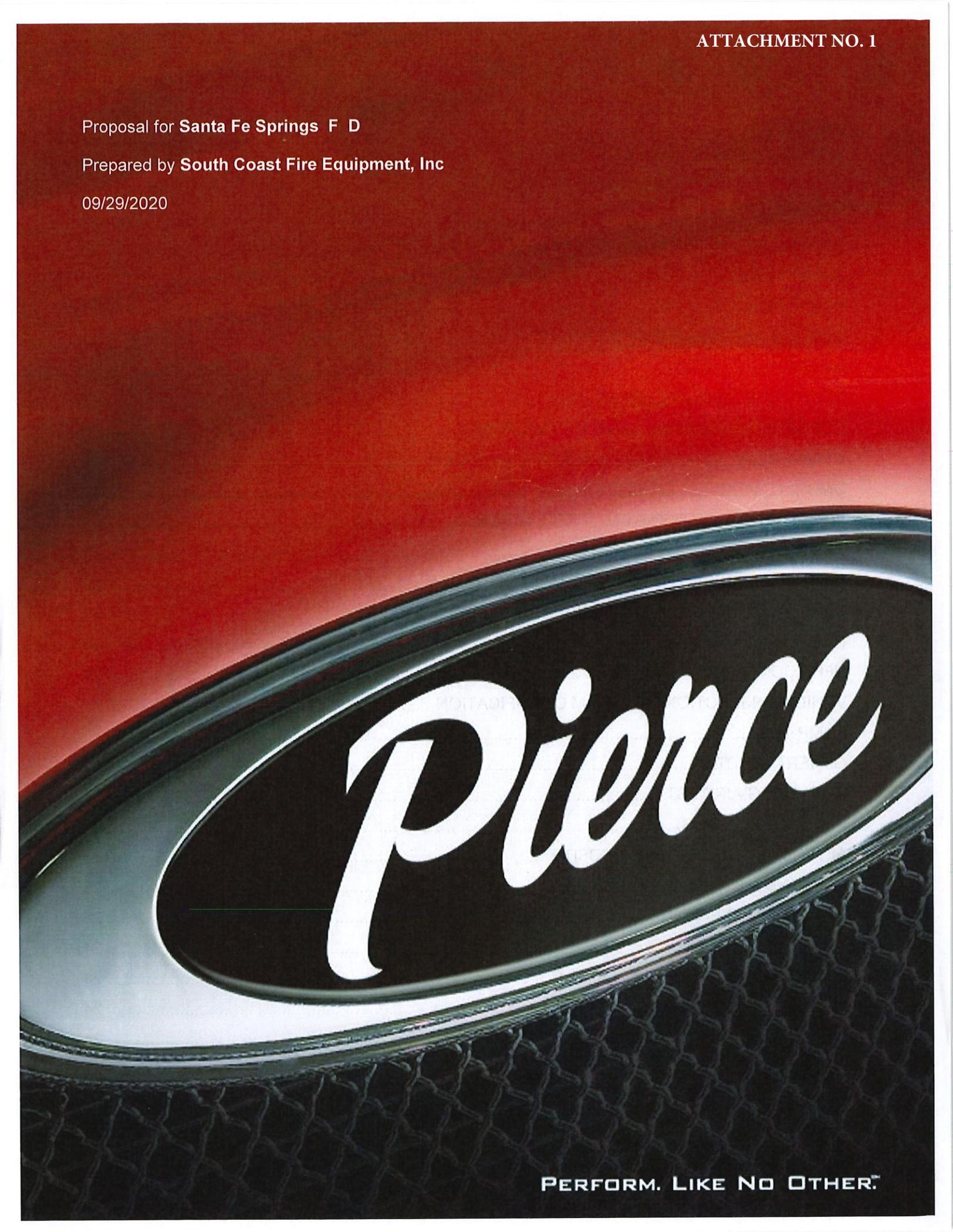
Attachment(s):

1. Specifications – Pierce Arrow XT PUC Engine from South Coast Equipment Inc.
2. Pre-Payment Cost Reduction Proposal - South Coast Fire Equipment, Inc.
3. Radio Equipment Cost Quotations (2 ea) - Motorola Solutions, Inc.
4. Mobile Data Computer Cost Quotations – DuraTech USA, Inc.
5. Financing Quotation – Public Sector Capital LLC

Proposal for **Santa Fe Springs F D**

Prepared by **South Coast Fire Equipment, Inc**

09/29/2020

A close-up photograph of a fire truck's grille. The grille is black with a diamond-patterned mesh. A prominent, oval-shaped chrome emblem is mounted on the grille. Inside the emblem, the word "Pierce" is written in a white, cursive script font. The background of the image is a solid, vibrant red color, likely the body of the fire truck.

Pierce

PERFORM. LIKE NO OTHER.™

CONTENTS

GENERAL DESIGN AND CONSTRUCTION	16
QUALITY AND WORKMANSHIP	16
DELIVERY	17
MANUAL AND SERVICE INFORMATION	17
SAFETY VIDEO	17
PERFORMANCE TESTS	17
SERVICE AND WARRANTY SUPPORT	17
LIABILITY	18
INSURANCE PROVIDED BY BIDDER	18
COMMERCIAL GENERAL LIABILITY INSURANCE	18
COMMERCIAL AUTOMOBILE LIABILITY INSURANCE	19
UMBRELLA/EXCESS LIABILITY INSURANCE	19
INSURANCE PROVIDED BY MANUFACTURER	19
PRODUCT LIABILITY INSURANCE	19
UMBRELLA/EXCESS LIABILITY INSURANCE	20
SINGLE SOURCE MANUFACTURER	20
NFPA 2016 STANDARDS	20
NFPA COMPLIANCY	21
VEHICLE INSPECTION PROGRAM CERTIFICATION	21
PUMP TEST	21
GENERATOR TEST	21
BREATHING AIR TEST	21
INSPECTION TRIP(S)	21
AFTERMARKET SUPPORT WEBSITE	22
BID BOND NOT REQUESTED	23
PERFORMANCE BOND NOT REQUESTED	23
APPROVAL DRAWING	24
DRAWING, COMPARTMENT LAYOUT	24
ELECTRICAL WIRING DIAGRAMS	24
ARROW XT CHASSIS	24
WHEELBASE	24
GVW RATING	24

FRAME	24
FRAME REINFORCEMENT	25
FRONT NON DRIVE AXLE	25
FRONT SUSPENSION	25
FRONT SHOCK ABSORBERS	26
FRONT OIL SEALS	26
FRONT TIRES	26
REAR AXLE	26
TOP SPEED OF VEHICLE	26
REAR SUSPENSION.....	27
REAR OIL SEALS.....	27
REAR TIRES	27
TIRE BALANCE	27
TIRE PRESSURE MANAGEMENT.....	27
FRONT HUB COVERS	27
REAR HUB COVERS	27
CHROME LUG NUT COVERS.....	27
MUD FLAPS	28
WHEEL CHOCKS.....	28
WHEEL CHOCK BRACKETS	28
ANTI-LOCK BRAKE SYSTEM	28
BRAKES	28
BRAKE SYSTEM AIR COMPRESSOR.....	28
BRAKE SYSTEM	28
BRAKE SYSTEM AIR DRYER.....	29
BRAKE LINES	29
AIR INLET/OUTLET.....	29
ADDITIONAL AIR TANK.....	29
ENGINE.....	29
REPTO DRIVE.....	30
REMOTE MOUNTED ENGINE FILTERS.....	30
HIGH IDLE.....	30
ENGINE BRAKE	30

CLUTCH FAN 31

ENGINE AIR INTAKE 31

EXHAUST SYSTEM 31

RADIATOR 31

COOLANT LINES 32

FUEL TANK 32

DIESEL EXHAUST FLUID TANK..... 32

AUXILIARY FUEL PUMP 32

FUEL COOLER..... 33

FUEL SEPARATOR..... 33

TRANSMISSION..... 33

TRANSMISSION SHIFTER..... 33

TRANSMISSION PROGRAMMING 33

TRANSMISSION COOLER..... 33

DRIVELINE..... 33

STEERING 34

STEERING WHEEL..... 34

LOGO AND CUSTOMER DESIGNATION ON DASH 34

BUMPER 34

 Gravel Pan 34

CENTER HOSE TRAY..... 34

 Center Hose Tray Cover..... 35

RIGHT SIDE HOSE TRAY 35

 Right Side Hose Tray Cover 35

LIFT AND TOW MOUNTS 35

TOW HOOKS..... 35

HINGED BUMPER..... 35

CAB 35

CAB PUMP ENCLOSURE 36

CAB ROOF DRIP RAIL..... 37

INTERIOR CAB INSULATION 37

FENDER LINERS 37

WINDSHIELD 37

WINDSHIELD WIPERS	37
GLOVE BOX.....	37
ENGINE TUNNEL.....	37
CAB REAR WALL EXTERIOR COVERING	37
CAB LIFT	37
Cab Lift Interlock.....	38
GRILLE.....	38
DOOR JAMB SCUFFPLATES	38
MIRRORS.....	38
DOORS.....	38
Door Panels.....	39
ELECTRIC OPERATED CAB DOOR WINDOWS	39
ELECTRIC CAB DOOR LOCKS	39
KEY PAD FOR ELECTRIC DOOR LOCKS.....	39
CAB STEPS.....	39
CAB EXTERIOR HANDRAILS	40
STEP LIGHTS.....	40
FENDER CROWNS	40
RIGHT SIDE ROLLUP CREW CAB DOOR WINDOW TINT	40
LEFT SIDE ROLLUP CREW CAB DOOR WINDOW TINT.....	40
LEFT SIDE UPPER CREW CAB DOOR WINDOW TINT.....	40
RIGHT SIDE UPPER CREW CAB DOOR WINDOW TINT	40
CUP HOLDER	40
CAB INTERIOR	40
CAB INTERIOR UPHOLSTERY.....	41
CAB INTERIOR PAINT	41
CAB FLOOR	41
CAB DEFROSTER.....	41
CAB/CREW CAB HEATER.....	42
AIR CONDITIONING.....	42
GRAVITY DRAIN TUBES	42
SUN VISORS.....	42
GRAB HANDLE	43

ENGINE COMPARTMENT LIGHTS.....	43
ACCESS TO ENGINE DIPSTICKS	43
MAP BOX	43
SEATING CAPACITY	43
DRIVER SEAT	43
OFFICER SEAT	44
REAR FACING LEFT SIDE CABINET	44
Cabinet Light	44
REAR FACING RIGHT SIDE CABINET	44
Cabinet Light	45
FORWARD FACING DRIVER SIDE OUTBOARD SEAT	45
FORWARD FACING CENTER CABINET	45
Cabinet Light	45
FORWARD FACING PASSENGER SIDE OUTBOARD SEAT	45
REAR FACING OVERHEAD STORAGE COMPARTMENT	46
COMPARTMENT LIGHT	46
SEAT UPHOLSTERY	46
SEAT BELTS	46
SHOULDER HARNESS HEIGHT ADJUSTMENT	46
HELMET STORAGE PROVIDED BY FIRE DEPARTMENT	46
CAB DOME LIGHTS	47
OVERHEAD MAP LIGHTS	47
PORTABLE HAND LIGHTS, PROVIDED BY FIRE DEPARTMENT	47
CAB INSTRUMENTATION	47
Cab Interior.....	47
Gauges.....	48
Indicator Lamps.....	49
Alarms	49
Indicator Lamp and Alarm Prove-Out.....	50
Control Switches.....	50
Custom Switch Panels.....	51
Diagnostic Panel.....	51
Cab LCD Display	51

AIR RESTRICTION INDICATOR 52

"DO NOT MOVE APPARATUS" INDICATOR 52

DO NOT MOVE TRUCK MESSAGES..... 52

SWITCH PANELS..... 53

WIPER CONTROL..... 53

SPARE CIRCUIT 53

SPARE CIRCUIT 53

INSTRUMENT PANEL RECESS 54

STEREO RADIO..... 54

INFORMATION CENTER 54

 General Screen Design 55

 Home/Transit Screen..... 55

 On Scene Screen 55

 Virtual Buttons 56

 Page Screen..... 56

COLLISION MITIGATION 58

VEHICLE DATA RECORDER..... 58

 Seat Belt Monitoring System..... 59

INTERCOM SYSTEM 59

PORTABLE RADIO CHARGER INSTALLATION..... 60

COMPLETE MDT INSTALLATION 60

TWO WAY RADIO INSTALLATION 60

RADIO ANTENNA MOUNT..... 60

VEHICLE CAMERA SYSTEM..... 60

ELECTRICAL POWER CONTROL SYSTEM..... 61

SOLID-STATE CONTROL SYSTEM..... 61

CIRCUIT PROTECTION AND CONTROL DIAGRAM 62

ON-BOARD ADVANCED/VISUAL ELECTRICAL SYSTEM DIAGNOSTICS 62

TECH MODULE WITH WIFI 63

PROGNOSTICS 63

 ADVANCED DIAGNOSTICS 63

INDICATOR LIGHT AND ALARM PROVE-OUT SYSTEM..... 64

VOLTAGE MONITOR SYSTEM..... 64

DEDICATED RADIO EQUIPMENT CONNECTION POINTS 64

ENHANCED SOFTWARE 64

EMI/RFI PROTECTION 64

ELECTRICAL 65

BATTERY SYSTEM 66

BATTERY SYSTEM 66

MASTER BATTERY SWITCH 66

BATTERY COMPARTMENTS 66

JUMPER STUDS 67

BATTERY CHARGER 67

AUTO EJECT FOR SHORELINE 67

ALTERNATOR 67

ELECTRONIC LOAD MANAGER 68

SEQUENCER 68

HEADLIGHTS 69

DIRECTIONAL LIGHTS 69

INTERMEDIATE LIGHT 69

CAB CLEARANCE/MARKER/ID LIGHTS 69

FRONT CAB SIDE DIRECTIONAL/MARKER LIGHTS 69

REAR CLEARANCE/MARKER/ID LIGHTING 70

REAR FMVSS LIGHTING 70

LICENSE PLATE BRACKET 71

LIGHTING BEZEL 71

BACK-UP ALARM 71

CAB PERIMETER SCENE LIGHTS 71

PUMP HOUSE PERIMETER LIGHTS 71

BODY PERIMETER SCENE LIGHTS 71

ADDITIONAL PERIMETER LIGHTS 71

STEP LIGHTS 72

12 VOLT LIGHTING 73

HOSE BED LIGHTS.....	73
WALKING SURFACE LIGHT	73
SWITCH, ADDITIONAL	73
WATER TANK	73
SLEEVE, PLUMBING, THROUGH TANK	74
WATER TANK RESTRAINT	74
BODY HEIGHT	74
HOSE BED	74
HOSE BED DIVIDER.....	75
HOSE BED HOSE RESTRAINT	75
HOSE BED COVER.....	75
HOSEBED END FLAP	76
RUNNING BOARDS	76
TAILBOARD.....	76
REAR WALL, BODY MATERIAL, PUC	76
TOW BAR	76
COMPARTMENTATION	77
UNDERBODY SUPPORT SYSTEM.....	77
AGGRESSIVE WALKING SURFACE	78
LOUVERS.....	78
TESTING OF BODY DESIGN.....	78
LEFT SIDE COMPARTMENTATION	79
RIGHT SIDE COMPARTMENTATION.....	79
SIDE COMPARTMENT ROLLUP DOOR(S)	80
REAR COMPARTMENTATION	80
ROLLUP REAR COMPARTMENT DOOR	80
ELECTRIC DOOR LOCKS.....	81
ROLL-UP DOOR TRIM	81
COMPARTMENT LIGHTING	81
HATCH COMPARTMENTS	81
HATCH COMPARTMENT LIGHTING	82
MOUNTING TRACKS	82
ADJUSTABLE SHELVES.....	82

SLIDE-OUT ADJUSTABLE HEIGHT TRAY	83
SLIDE-OUT FLOOR MOUNTED TRAY	83
SLIDE-OUT TOOLBOARD.....	83
SWING OUT TOOLBOARD	84
BODY TRIM PIECE	84
FILL BODY SEAM SMOOTH.....	85
DRAWER ASSEMBLY	85
SCBA HOLDER	85
PARTITION, PUMP OPERATOR'S COMPARTMENT	85
PARTITION, TRANSVERSE REAR COMPARTMENT	85
VERTICAL COMPARTMENT PARTITION.....	85
VERTICAL COMPARTMENT PARTITION.....	86
RUB RAIL	86
BODY FENDER CROWNS	86
HARD SUCTION HOSE.....	86
HANDRAILS	86
EXTINGUISHER/AIR BOTTLE/ STORAGE (Triangular).....	87
AIR BOTTLE COMPARTMENT STRAP.....	87
AIR BOTTLE STORAGE (Single).....	87
AIR BOTTLE COMPARTMENT STRAP.....	87
AIR BOTTLE STORAGE (Triple).....	87
AIR BOTTLE COMPARTMENT STRAP.....	87
AIR BOTTLE STORAGE (Double)	88
AIR BOTTLE COMPARTMENT STRAP.....	88
EXTENSION LADDER.....	88
ROOF LADDER	88
LADDER STORAGE.....	88
FOLDING LADDER.....	88
PIKE POLE PROVIDED BY FIRE DEPARTMENT.....	88
6' PIKE POLE PROVIDED BY FIRE DEPARTMENT	89
PIKE POLE/FOLDING LADDER COMPARTMENT.....	89
LADDER, TOP ACCESS.....	89
PUMP	89

PUMP MOUNTING 90

MECHANICAL SEALS 91

PUMP GEAR CASE 91

CLUTCH 91

PUMPING MODE 91

PUMP SHIFT 92

TRANSMISSION LOCK UP 92

AUXILIARY COOLING SYSTEM 92

INTAKE RELIEF VALVE - PUMP 92

PRESSURE CONTROLLER 92

PRIMING PUMP 94

PUMP MANUALS 94

PLUMBING, STAINLESS STEEL AND HOSE 94

FOAM SYSTEM PLUMBING 94

MAIN PUMP INLETS 94

MAIN PUMP INLET CAP 94

INLET BUTTERFLY VALVE 95

VALVES 95

LEFT SIDE INLET 95

RIGHT SIDE INLET 95

ANODE, INLET 95

INLET CONTROL 95

FRONT INLET 95

FRONT INLET CONTROL 96

FRONT INLET INTAKE RELIEF VALVE 96

FRONT INLET CAP 96

FRONT INLET ELBOW 96

INLET BLEEDER VALVE 96

TANK TO PUMP 96

TANK REFILL 97

LEFT SIDE DISCHARGE OUTLETS 97

RIGHT SIDE DISCHARGE OUTLETS 97

LARGE DIAMETER DISCHARGE OUTLET 97

FRONT DISCHARGE OUTLET..... 97

REAR DISCHARGE OUTLET 98

HOSE BED DISCHARGE OUTLET 98

DISCHARGE CAPS/ INLET PLUGS 98

OUTLET BLEEDER VALVE..... 98

REAR OUTLET ELBOWS..... 98

LARGE DIAMETER OUTLET CAP 98

DISCHARGE OUTLET CONTROLS 99

DELUGE RISER 99

TELESCOPIC PIPING 99

MONITOR..... 99

NOZZLE..... 99

CROSSLAY MODULE 100

CROSSLAY HOSE RESTRAINT 100

CROSSLAY(S), LOWER..... 100

 1.50" Crosslays 100

 Crosslay Hose Trays 100

STOKES BASKET STORAGE 100

BOOSTER HOSE REELS..... 101

BOOSTER HOSE 101

PRESSURE GAUGE 101

HUSKY 3 FOAM PROPORTIONER..... 101

 System Capacity..... 101

 Control System..... 102

 Hydraulic Drive System 102

 Foam Concentrate Pump..... 102

 External Foam Concentrate Connection 103

 Panel Mounted External Pick-Up Connection / Valve 103

 Pick-Up Hose 103

 Discharges 103

 System Electrical Load 103

SINGLE FOAM TANK REFILL 103

FOAM TANK..... 103

FOAM TANK DRAIN	104
PUMP CONTROL PANELS (Left Side Control).....	104
PUMP OPERATOR'S PANEL DRAWING	104
REMAINING PUMP PANEL(S).....	105
COLOR CODED TAGS.....	105
SPECIAL TEXT/VERBIAGE TAGS	105
PUMP PANEL CONFIGURATION	106
PUMP AND GAUGE PANEL.....	106
PUMP AND PLUMBING ACCESS	106
PUMP COMPARTMENT LIGHT	106
THROTTLE READY GREEN INDICATOR LIGHT.....	106
VACUUM AND PRESSURE GAUGES	106
PRESSURE GAUGES	107
WATER LEVEL GAUGE	107
MINI SLAVE UNIT.....	107
ADDITIONAL WATER LEVEL GAUGE	107
FOAM LEVEL GAUGE.....	108
SIDE CONTROL PUMP OPERATOR'S/PUMP PANEL LIGHTING.....	108
AIR HORN SYSTEM.....	108
Air Horn Location.....	109
Air Horn Control.....	109
ELECTRONIC SIREN	109
SPEAKER.....	109
AUXILIARY MECHANICAL SIREN	109
FRONT ZONE UPPER WARNING LIGHTS.....	110
SIDE WARNING LIGHTS.....	110
CAB FACE WARNING LIGHTS	111
HEADLIGHT FLASHER	111
SIDE ZONE LOWER LIGHTING	111
INTERIOR CAB DOOR WARNING LIGHTS	112
INTERIOR CAB DOOR WARNING LIGHTS	112
SIDE WARNING LIGHTS.....	112
ADDITIONAL SIDE WARNING LIGHTS	112

REAR ZONE LOWER LIGHTING	113
REAR WARNING LIGHTS.....	113
WARNING LIGHTS (Rear and Side upper zones)	113
TRAFFIC DIRECTING LIGHT	113
LOOSE EQUIPMENT	114
NFPA REQUIRED LOOSE EQUIPMENT PROVIDED BY FIRE DEPARTMENT	114
SOFT SUCTION HOSE	115
DRY CHEMICAL EXTINGUISHER PROVIDED BY FIRE DEPARTMENT	115
WATER EXTINGUISHER PROVIDED BY FIRE DEPARTMENT	115
FLATHEAD AXE PROVIDED BY FIRE DEPARTMENT	115
PICKHEAD AXE PROVIDED BY FIRE DEPARTMENT	115
PAINT	115
PAINT - ENVIRONMENTAL IMPACT	117
PAINT CHASSIS FRAME ASSEMBLY	117
COMPARTMENT INTERIOR PAINT.....	118
REFLECTIVE STRIPES.....	118
REAR CHEVRON STRIPING	118
JOG(S) IN REFLECTIVE BAND.....	118
REFLECTIVE OUTLINE STRIPE.....	118
CAB DOOR REFLECTIVE STRIPE	118
BODY STRIPE.....	119
CAB STRIPE.....	119
LETTERING.....	119
LETTERING.....	119
PLACARD BRACKET	119
LETTERING.....	119
LETTERING.....	119
LETTERING.....	119
DECAL INSTALLATION.....	119
EMBLEM/S	119
EMBLEM/S	119
LETTERING/NUMERALS ON CAB GRILLE	120
FIRE APPARATUS PARTS MANUAL.....	120

Service Parts Internet Site	120
CHASSIS SERVICE MANUALS.....	120
CHASSIS OPERATION MANUAL.....	121
ONE (1) YEAR MATERIAL AND WORKMANSHIP	121
ENGINE WARRANTY.....	121
STEERING GEAR WARRANTY	121
FIFTY (50) YEAR STRUCTURAL INTEGRITY	121
FRONT AXLE THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY	121
SINGLE REAR AXLE FIVE (5) YEAR MATERIAL AND WORKMANSHIP WARRANTY	121
ABS BRAKE SYSTEM THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY	121
TEN (10) YEAR STRUCTURAL INTEGRITY	121
TEN (10) YEAR PRO-RATED PAINT AND CORROSION	121
FIVE (5) YEAR MATERIAL AND WORKMANSHIP.....	121
CAMERA SYSTEM WARRANTY.....	121
COMPARTMENT LIGHT WARRANTY	121
TRANSMISSION WARRANTY.....	122
TRANSMISSION COOLER WARRANTY.....	122
WATER TANK WARRANTY	122
TEN (10) YEAR STRUCTURAL INTEGRITY	122
ROLLUP DOOR MATERIAL AND WORKMANSHIP WARRANTY.....	122
SIX (6) YEAR PARTS, ONE (1) YEAR LABOR.....	122
TEN (10) YEAR PUMP PLUMBING WARRANTY	122
FOAM SYSTEM WARRANTY.....	122
TEN (10) YEAR PRO-RATED PAINT AND CORROSION	122
THREE (3) YEAR MATERIAL AND WORKMANSHIP.....	122
VEHICLE STABILITY CERTIFICATION.....	123
ENGINE INSTALLATION CERTIFICATION.....	123
POWER STEERING CERTIFICATION	123
CAB INTEGRITY CERTIFICATION	123
CAB DOOR DURABILITY CERTIFICATION.....	123
WINDSHIELD WIPER DURABILITY CERTIFICATION	124
ELECTRIC WINDOW DURABILITY CERTIFICATION.....	124
SEAT BELT ANCHOR STRENGTH.....	124

SEAT MOUNTING STRENGTH..... 124
CAB DEFROSTER CERTIFICATION..... 124
CAB HEATER CERTIFICATION 124
CAB AIR CONDITIONING PERFORMANCE CERTIFICATION 124
AMP DRAW REPORT 125

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 an 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 pre-trip 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 EVT's, 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 policies 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 policies 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".

VEHICLE INSPECTION PROGRAM CERTIFICATION

To assure the vehicle is built to current NFPA standards, the apparatus, in its entirety, will be third-party, audit-certified through Underwriters Laboratory (UL) that it is built and complies to all applicable standards in the current edition of NFPA 1901. The certification will include: 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.

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*.

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 Pierce authorized dealer 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.

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.

DRAWING, COMPARTMENT LAYOUT

A basic drawing will be provided for the interior body compartments. This drawing will be provided for graphic representation only and will include such things as shelves, trays, reels, dividers, air control panels, air bottle storage bins, poly boxes & etc.

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 third party certified turning angle of 45 degrees. Front discharge, front suction, or aluminum wheels will not infringe on this cramp angle.

FRONT SUSPENSION

Front Oshkosh TAK-4™ 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 G296 MSA tread, rated for 22,800 lb maximum axle load and 68 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™, 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.

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.

CHROME LUG NUT COVERS

Chrome lug nut covers will be supplied on front and rear wheels.

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 shall be one (1) pair of Worden Safety model U815T mounting wheel chock brackets provided .
The brackets shall 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™, 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:	1695 lb-ft at 1000 rpm
Governed Speed:	2000 rpm

Emissions Level:	EPA 2021
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.

REPTO DRIVE

A rear engine power take off will be provided to drive the water pump. A vibration dampener will be provided between the REPTO and water pump. The rear engine power take off will be the same as used extensively throughout the construction industry. Rear engine PTO's allow for continuous 240 hp and 480 lb-ft torque ratings needed for large pump applications. The rear engine power take off will have the same warranty as the engine provided by the engine manufacturer.

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 vertically ahead of the water tank to a point above the body. 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® silicone hoses will be used for all engine/heater coolant lines installed by the chassis manufacturer.

The chassis manufacturer will also use Gates brand hose on other heater, defroster and auxiliary coolant circuits. There will be some areas in which an appropriate Gates product is not available. In those instances a comparable silicone hose from another manufacturer will be used.

Hose clamps will be stainless steel constant torque type to prevent coolant leakage. They will react to temperature changes in the cooling system and expand or contract accordingly while maintaining 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.

AUXILIARY FUEL PUMP

An auxiliary electric fuel pump will be added to the fuel line for re priming the engine. A switch to operate the pump will be located to be determined. The switch shall be properly labeled.

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 5th 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 red 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 DASH

The dash panel 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: Santa Fe

The second row of text will be: Springs

The third row of text will be: Fire Rescue

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 20' of 4"

Black rubber grating will be provided at the bottom of the tray. Drain holes will be provided.

Right Side Hose Tray Cover

A bright aluminum treadplate cover will be provided over the right side hose tray.

The cover will be attached with a stainless steel hinge.

A D-ring latch will secure the cover in the closed position and a mechanical stay arm will hold the cover in the open position.

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.

HINGED BUMPER

The center section(s) of the bumper shall be hinged at the bottom. Hinged section(s) shall be secured with two (2) stainless steel paddle latches.

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 hood 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 hood will be insulated for protection from heat and sound. 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.

DOOR JAMB SCUFFPLATES

All cab door jambs will be furnished with a polished stainless steel scuffplate, mounted on the striker side of the jamb.

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 driver's side lower instrument panel will also have three (3) controls, officer's door window and both crew cab door windows.

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 blue LED lights. The lights will be activated when the parking brake is applied. The LED lights may be load managed.

STEP LIGHTS

For reduced overall maintenance costs compared to incandescent lighting, there will be four (4) white 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 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.

RIGHT SIDE ROLLUP CREW CAB DOOR WINDOW TINT

The rollup window in the right 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.

LEFT SIDE UPPER CREW CAB DOOR WINDOW TINT

The upper 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.

CUP HOLDER

There will be four (4) cup holder(s) provided. Each cup holder will have self-adjusting fingers that automatically grip beverage containers of various sizes. A recess in the cup holder will allow it to hold beverage containers with handles.

The cup holder(s) will be located at customer pick-up.

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 dark silver gray 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.

CAB/CREW CAB HEATER

Two (2) auxiliary heaters with 32,000 BTU each will be provided in the cab. The heaters will have a 3-speed blower and temperature controls accessible to the driver and officer. There will also be louvers located below the rear facing seat riser and below the driver and officer positions for airflow.

The heaters will be mounted, one (1) within each rear facing seat riser.

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 and mounting legs to be painted white as provided by the A/C manufacturer.

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 ingress 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.

SUN VISORS

Two (2) smoked Lexan™ sun visors provided. The sun visors will be located above the windshield with one (1) mounted on each side of the cab.

There will be no retention bracket 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 latch will be provided on the access door.

MAP BOX

A special map box with nine (9) bins, open from top, will be supplied and installed to be determined. The map box will be 20.25" wide x 8.00" high (tapered down at sides and rear) and 23.25" front to back. 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 P1A, air suspension seat will be provided in the cab for the driver. For increased convenience, the seat will include a manual control to adjust the height (2.50" travel) and horizontal position (6.00" travel). 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 (6.00" 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 with interior and exterior access.

The cabinet will be 23.00" wide x 30.00" high x 26.00" deep with one (1) ROM Series IV rollup door with white 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 lip painted 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 interior cabinet door opening. The lights will be controlled by an automatic door switch.

REAR FACING RIGHT SIDE CABINET

A rear facing cabinet will be provided in the crew cab at the right side outboard position.

The cabinet shall be 21.50" wide x 30.00" high x 24.00" deep with one (1) Amdor rollup door with anodized finish, locking with #751 key. The frame to frame opening shall be 15.50" wide x 24.75" high. The minimum clear door opening of the cabinet shall be 12.75" wide x 18.87" high.

The cabinet shall include one (1) infinitely adjustable shelf with a 0.75" up-turned lip painted to match the cab interior.

The cabinet shall include no louvers.

The cabinet shall 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 vinyl chain shall be provided as a door stop. The exterior clear door opening shall 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 and one (1) white LED strip light installed on the left side of the interior 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 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.

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 cabinet will be 38.00" wide x 35.00" 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 35.50" wide x 29.75" high. The minimum clear door opening will be 32.75" wide x 23.87" high.

The cabinet will include one (1) infinitely adjustable shelf with a 0.75" flanged down 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 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.

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 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 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.

SEAT UPHOLSTERY

All seat upholstery will be leather grain black vinyl resistant to oil, grease and mildew. The cab will have four (4) seating positions.

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.

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) ivory gauges with chrome bezels to monitor vehicle performance:

- Voltmeter Gauge (Volts):
 - Low volts (11.8 VDC)
 - Amber indicator on gauge assembly with alarm
 - 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):
 - Low oil pressure to activate engine warning lights and alarms
 - Red indicator on gauge assembly with alarm
- Front Air Pressure Gauge (PSI):
 - 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):
- High transmission oil temperature activates warning lights and alarm
 - Amber indicator on gauge assembly with alarm
- Engine Coolant Temperature Gauge (Fahrenheit):
 - 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 audible alarm will be able to be silenced 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™, 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 master switch 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 four (4) dual USB fast charge socket mounts 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 4.8 amps at 12 volts DC.
- The USB socket mount will be at all seating positions to be determined.
- Termination will be a Blue Sea Systems part number 1045 dual USB charger socket.
- Wires will be sized to 125% of the protection.

This circuit(s) may be load managed when the parking brake is applied.

SPARE CIRCUIT

There will be eight (8) 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 to be determined
- Termination will be with heat shrinkable butt splicing
- Wires will be sized to 125 percent of the protection

The 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.

STEREO RADIO

A Jensen, heavy duty AM/FM/CD/Weatherband stereo radio, with front 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:

- CD Player with Electronic Skip Protection (ESP)
- Full 7-Channel NOAA Weatherband Tuner with SAME technology
- Built-in Clock
- Audio CD, CD-R, RW, MP3 CD compatible
- Radio Broadcast Data System Text Display
- Front panel USB input
- Front and Rear Auxiliary Audio Input
- Receives audio (A2DP/AVRCP) from Bluetooth enabled device
- Supports Bluetooth HFP to receive phone calls from BT-enabled phones
- Low battery alert (<10.8Vdc)
- Heavy Duty design with Conformal Coated Circuit Boards for maximum durability under all conditions

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
- 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
 - 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.
 - 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
 - Engine oil and filter
 - Transmission oil and filter
 - Pump oil (if equipped)
 - Foam (if equipped)
 - Aerial (if equipped)
- Setup

- Clock Setup
- Date & Time
 - 12 or 24 hour format
 - Set time and date
- Backlight
 - Daytime
 - Night time
 - Sensitivity
- Unit Selection
- Home Screen
- Virtual Button Setup
- 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.

COLLISION MITIGATION

There will be a HAAS Alert®, Model HA5 Responder-to-Vehicle (R2V) collision avoidance system provided on the apparatus. The HA5 cellular transponder module will be installed behind the cab windshield, as high and near to the center as practical, to allow clear visibility to the sky. The module dimensions are 5.40" long x 2.70" wide x 1.30" high, and operating temperature range is -40 degree C to 85 degree C.

The transponder will be connected to the vehicle's emergency master circuit and battery direct power and ground.

While responding with emergency lights on, the HA5 transponder sends alert messages via cellular network to motorists in the vicinity of the responding truck that are equipped with the WAZE app.

While on scene with emergency lights on, the HA5 transponder sends road hazard alerts to motorists in the vicinity of the truck that are equipped with the WAZE app.

The HA5 Responder-to-Vehicle (R2V) collision avoidance system will include the transponder and a 5 year cellular plan subscription.

Activation of the HAAS Alert system requires a representative of the customer to accept the End User License Agreement (EULA) via an on-line portal.

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™ 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:
 - 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 seven (5) position CS-3608-R intercom system with dual radio capability at the driver and officer positions shall be provided and installed. Three positions at the rear of the apparatus shall have intercom only.

Two (2) mobile radio interfaces shall be provided. A public address system interface shall be provided.

The system will consist of:

1) CS-3608 R Dual Radio Intercom with Remote Control Head 8 Place w / 3.5mm Cell & Aux Input / LED

1) 260-200-003 Remote Head Dual Radio Intercom 15 pin Standard Female D-Sub Interface

2) 321-310-012 Single Jack Box Surface Mount Driver or Co-Driver

1) 321-311-012 Single Jack Box Surface Mount Crew Pos 1 Metal BLK with Expansion

1) 321-312-012 Single Jack Box Surface Mount Crew Pos 2 Metal BLK with Expansion

1) 321-319-012 Single Jack Box Surface Mount Crew Pos 3 Metal BLK / No Expansion

2) 311-23-23-112 Horizontal Dual Remote PTT Button Kit UHF-Blue / VHF-White with Black Mounting Plate & Hardware Flush Mount

2) 400-005-015 Extension Cable: Radio 5 Conductor (15) ft

2) 400-006-003 EXTENSION CABLE: FIRE INTERCOM TO JACK BOX / 6 PIN FEMALE to 6PIN MALE

2) 400-006-022 EXTENSION CABLE: FIRE INTERCOM TO JACK BOX / 6 PIN FEMALE to 6PIN MALE (22) ft

1) 400-006-025 EXTENSION CABLE: FIRE INTERCOM TO JACK BOX / 6 PIN FEMALE to 6PIN MALE (25) ft

1) 425-015-027 Remote Head Interface Cable / 15 Conductor 27ft Right Angle D-sub

1) 280-025-600-036 RADIO INTERFACE: MOTOROLA XTL1500/ 2500/ 5000 & APEX Series MOBIL 36" Long

1) 280-015-484-036 MOBIL RADIO INTERFACE: KENWOOD TK5710 / TK5710H PTT ON PIN 4 36 inches Long

5) 243-220-04G Headset Behind-The-Head with Mic on/off Switch / Cord Hard Wired with 90°; 1/4" Gel Ear Seals (BLUE)

1) 405-012-001 Isolated Power Filter - 12 Volt DC / 417 ma / 2 Pin Male to 2 Pin Female Molex

PORTABLE RADIO CHARGER INSTALLATION

There will be four (4) customer supplied portable two-way radio chargers(s) sent to the apparatus manufacturers preferred radio installer to be installed to be determined. Specific shipping requirements will be followed.

COMPLETE MDT INSTALLATION

There will be one (1) customer supplied Mobile Data Terminal (MDT), Docking station, Mounting bracket, power supply, antenna, GPS, modem, and all cabling sent to the apparatus manufacturers preferred installer to be installed to be determined. Specific shipping requirements will be followed.

TWO WAY RADIO INSTALLATION

There will be two (2) customer supplied two way radio(s) sent to the apparatus manufacturers preferred radio installer to be installed to be determined per the shipping document.

No antenna mount or whip will be included in this option.

Specific radio shipping requirements will be followed.

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 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 re programmable to accommodate changes to the vehicle's operating parameters
- Complete operating and troubleshooting manuals
- USB connection to the main control module for advanced troubleshooting

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 16 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 ADVANCED/VISUAL 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

All control system modules, with the exception of the main control module, will contain on-board visual diagnostic LEDs that assist in troubleshooting. The LEDs will be enclosed within the sealed, transparent module housing near the face of the module. One LED for each input or output will be provided and will illuminate whenever the respective input or output is active. Color-coded labels within the modules will encompass the LEDs for ease of identification. The LED indicator lights will provide point of use information for reduced troubleshooting time without the need for an additional computer.

TECH 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 provide an external antenna connection 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 data logging capability will record faults from the engine, transmission, ABS and Command Zone™, control and information systems as they occur. No other data will be recorded at the time the fault occurs. The data logger will provide up to 2 Gigabytes of data storage.

A USB connection will be provided on the Tech Module. It will provide a means to download data logger information and update software in the device.

PROGNOSTICS

A software based vehicle tool will be provided to predict remaining life of the vehicles critical fluid and events.

The system will send automatic indications to the Command Zone, color display and/or wireless enabled device to proactively alert of upcoming service intervals.

Prognostics will include:

- Engine oil and filter
- Transmission oil and filter
- Pump oil (if equipped)
- Foam oil (if equipped)
- Aerial oil and filter (if equipped)

ADVANCED DIAGNOSTICS

An advanced, Windows-based, diagnostic software program will be provided for this control system. The software will provide troubleshooting tools to service technicians equipped with a Windows-based computer or wireless enabled device.

The service and maintenance software will be easy to understand and use and have the ability to view system input/output (I/O) information.

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.

DEDICATED RADIO EQUIPMENT CONNECTION POINTS

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.

ENHANCED SOFTWARE

The solid-state control system will include the following software enhancements:

All perimeter lights and scene lights (where applicable) will be deactivated when the parking brake is released.

Cab and crew cab dome lights will remain on for ten (10) seconds for improved visibility after the doors close. The dome lights will dim after ten (10) seconds or immediately if the vehicle is put into gear.

Cab and crew cab perimeter lights will remain on for ten (10) seconds for improved visibility after the doors close. The dome lights will dim after ten (10) seconds or immediately if the vehicle is put into gear.

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.

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

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 (1890) 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

Six (6) 12 volt, Exide, Model 31A950X1W, group 31 batteries that include the following features will be provided:

- 950 CCA, cold cranking amps
- 190 amp reserve capacity
- High cycle
- Rating of 5700 CCA at 0 degrees Fahrenheit
- 1140 minutes of reserve capacity
- SAE Posts

Each battery case will be a black polypropylene material with a vertically ribbed container for increased vibration resistance. The cover will be manifold vented with a central venting location to allow a 45 degree tilt capacity.

The inside of each battery will consist of a "maintenance free" grid construction with poly wrapped separators and a flooded epoxy bottom anchoring for maximum vibration resistance.

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.

BATTERY CHARGER

A Kussmaul Autocharge 35/10, Model 091-35-10, single battery charger will be provided. A bar graph display indicating the state of charge will be provided.

The battery saver circuit will be capable of supplying up to 10 amps for external loads such as hand light or auxiliary radio batteries.

The battery charger will be wired to the 120-volt shoreline to activate automatically when power is connected.

The battery charger will be located in the left body compartment mounted on the left wall as high as possible.

The battery charger indicator will be located in the driver's crew step area.

AUTO EJECT FOR SHORELINE

There will be one (1) Kussmaul™, 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 Rating (amps)
- Phase
- Frequency

The shoreline receptacle will be located on the driver side of cab, above wheel.

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.

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.
 - 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:
 - ON = not shed
 - 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 the same color as the LED's.

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 LED lighting will consist of the following:

- Two (2) Whelen®, Model M6BTT, red LED stop/tail lights
- Two (2) Whelen, Model M6T, amber LED arrow turn lights

The lights will be provided with color lenses.

The lights will be mounted in a polished combination housing.

There will be two (2) Whelen Model M6BUW, LED backup lights provided in the tail light housing.

LICENSE PLATE BRACKET

There will be one (1) license plate bracket mounted on the rear of the body.

A white LED light will 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 four (4) lights - Amdor® Model AY-LB-12HW020, 350 lumens, 20.00" long, with white LED's installed with one (1) light under compartment D1, one (1) light under compartment P1 and 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.

STEP LIGHTS

There will be four (4) white LED step lights will be 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 white.

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.

The light(s) may be load managed when the parking brake is applied.

12 VOLT LIGHTING

There will be two (2) Whelen® Model MP** , 4,100 lumens 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 driver's 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 white.

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.

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 unlabeled cup switch on the passenger side rear body to control the compartment door locks.

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.

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 front of the hose bed before 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.

Hose bed will accommodate 825' of 5", 1200' of 2.5", 150' of 2.5".

HOSE BED DIVIDER

Two (2) adjustable 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.

HOSE BED HOSE RESTRAINT

The hose in the hose bed will be restrained by a black nylon Velcro® strap at the top of the hosebed. At the rear of the hose bed, 2.00" black nylon webbing with a 1.50" x 4.00" box pattern will attach at the top rear outside corners with seat belt buckle fasteners. The webbing will have straps connected with seat belt buckle fasteners located at the rear body sheet below the hose bed.

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.

HOSEBED END FLAP

A pair of black vinyl flaps will be installed on the rear, one (1) for each of the aluminum treadplate hose bed covers.

Each vinyl flap will have three (3) nylon tie down straps, with quick release thumb spring buckles. Fasnep model 207668 stainless steel buckles will be attached to the flaps. These vinyl end skirts will be installed directly to the hosebed frame.

Rubber coated hooks and stainless steel footman loops will secure the end skirts/bed covers to the main body.

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 at 45 degrees beginning at the point where the body meets the tailboard at the outboard edge angling rearward to the rear edge of the tailboard.

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 electro-coated 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 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 49.75" wide x 54.63" high x 26.00" deep. The clear door opening will be a minimum of 47.25" wide x 54.63" 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.

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.

ELECTRIC DOOR LOCKS

There will be seven (7) door(s) located on all body doors equipped with electric locks. The switch for control will be located a location to be determined. 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.

Ribbed rubber matting will be provided on the compartment floor to stop wet equipment from sitting in water pools.

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 red LED light. The handrails will be activated by a switch in the cab.

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 RS1 centered between the floor and the ceiling, in RS3 centered between the floor and the ceiling, in RS3 in the upper third, in RS3 in the lower third to the left of the partition, 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 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.

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.

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.

The board will be mounted on an undermount-roller bearing type slide rated at 250 lb with a factor of safety of 2 at the bottom.

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 toolboard will have positive lock in the stowed and extended position.

The board shall also have a non locking Grant slide at the top.

The toolboard will be mounted on adjustable tracks side to side within the compartment.

There will be Three (3) provided.

The toolboard(s) will be located in the LS2 compartment, see Job# 32567.

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.

BODY TRIM PIECE

Trim will be provided on the vertical seam above the full-width crosslays. The seams on both sides of the body will be covered. The trim will be made of a material to match the body.

The trim piece will be bonded to the painted surface with a high viscosity adhesive.

FILL BODY SEAM SMOOTH

The vertical body seam, located between the two hatch compartments on the outside of these compartments at each side, will be welded smooth preventing the use of a trim piece.

DRAWER ASSEMBLY

A slideout drawer assembly will be installed to the right of the partition in the RS1, in the LS3 compartment on the floor.. The designated compartment will be full height and full depth.

The drawer assembly will be made of five individual drawers housed in a single enclosure.

The clear dimension of the top drawer will be 2.25" 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 two (2) provided.

SCBA HOLDER

There will be three (3) Zico SCBA bracket, model KD-UH-6-SF, mounted in the upper portion of the RS3 compartment.

PARTITION, PUMP OPERATOR'S COMPARTMENT

The partition to the right of the pump operator's panel will be reduced to 2.50" in width.

PARTITION, TRANSVERSE REAR COMPARTMENT

Two (2) partitions will be bolted in place to separate left and right side rear compartments from the rear tailboard compartment.

Each partition will be permanently sealed with caulk to ensure no water will leak in to the adjoining compartments.

VERTICAL COMPARTMENT PARTITION

Two (2) partitions will be bolted in one in the RS1, one in the RS3 compartment. Reference 32567. Each partition will be the . vertical height of the compartment. Each partition will be painted spatter gray to match compartment interior.

VERTICAL COMPARTMENT PARTITION

One (1) partition 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.

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 blue 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 handrails will be located at the rear, one on each side of the rear compartment .

One (1) horizontal black rubber-covered handrail will be provided above the hose bed at the rear of the apparatus. The hose bed dividers shall be tied to the upper handrail or cross bar in order to provide sufficient reinforcement.

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 flush Southco C2 chrome 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 flush Southco C2 chrome 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 chrome 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.

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 forward of the rear wheels. The triangular door shall cover the double air bottle opening and the DEF 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, [Insert, Air Bottle Compt] 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.

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 in a U-shaped trough inside the ladder storage compartment .

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.

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/FOLDING LADDER COMPARTMENT

One (1) pike pole compartment will be provided, recessed in the upper, inside part of body compartment on the left side. The compartment will be equipped with two (2) aluminum tubes to hold two (2) pike poles and a stainless steel trough for the folding ladder. The door will be made of smooth aluminum and have a lift and turn latch.

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 lift and turn latch.

LADDER, TOP ACCESS

A wide easy climbing access ladder, constructed of aluminum rungs and extruded aluminum rails, will be provided on the opposite side of the ladder storage 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.

This ladder will activate the Do Not Move Truck indicator, in the cab, if 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 on either side of the traffic advisor.

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. The intake wyes will be removable without having to remove the main intake casting. 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 two (2) 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 X10⁻⁶mm/mm*K to be more resistant to thermal shock.

PUMP GEAR CASE

The pump gear case will be a pressure-lubricated to cool, lubricate, and filter the oil. The gear case will include an auxiliary PTO opening. The gear case will be constructed of lightweight aluminum, and impregnated with resin in accordance to MIL Spec MIL-I-17563. A dipstick, accessible by tilting the cab, will be provided for easy fluid level checks. A filter screen will be provided for long life.

The gear case will consist of two (2) gears to drive the pump impeller and one (1) for the auxiliary PTO.

The auxiliary PTO opening will provide for the addition of PTO driven accessories.

The pump will be driven through the rear engine power take-off and clutch. The rear engine power take-off drive will be live at all times to allow for pump and roll applications. Rear engine power take-off's allow for high horsepower and torque ratings needed for large pump applications, and is a proven drive system throughout the rugged construction industry.

CLUTCH

There will be a heavy-duty electric clutch mounted directly to the front of the pump 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 magnetic system to assure superior performance. The clutch will have a 500 lb-ft rating. Clutch will be of a time-tested design used in critical military applications.

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 foam system or 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 set-up 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.

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 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.

Pump and roll operation will be available by releasing the parking brake with the pump in the pumping mode. Releasing the parking brake will activate the chassis foot throttle, and deactivate the pump panel throttle. To protect from accidental pump overheating, the pump will automatically disengage when the truck transmission shifts into second 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

There will be One (1) Elkhart Style 40 relief valve(s) installed on the suction side of the pump preset at 125 psig.

The relief valve(s) will have a working range of 75 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 behind the right side pump panel with a stainless steel access door .

PRESSURE CONTROLLER

A Pierce Pressure Governor will be provided. An electric pressure governor will be provided which is capable of automatically maintaining a desired preset discharge pressure in the water pump. When operating in the pressure control mode, the system will automatically maintain the discharge pressure set by the operator (within the discharge capabilities of the pump and water supply) regardless of flow, within the discharge capacities of the water pump and water supply.

A pressure transducer will be installed in the water discharge of the pump. The transducer continuously monitors pump pressure sending a signal to the Electronic Control Module (ECM).

The governor can be used in two (2) modes of operation, RPM mode and pressure modes.

In the RPM mode, the governor can be activated after vehicle parking brake has been set. When in this mode, the governor will maintain the set engine speed, regardless of engine load (within engine operation capabilities).

In the pressure mode, the governor system can only operate after the fire pump has been engaged and the vehicle parking brake has been set. When in the pressure mode, the pressure controller monitors the pump pressure and varies engine speed to maintain a precise pump pressure. The pressure controller will use a quicker reacting J1939 database for engine control.

A preset feature allows a predetermined pressure or rpm to be set.

A pump cavitation protection feature is 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.

The throttle will be a vernier style control, with a large control knob for use with a gloved hand. A throttle ready light will be provided adjacent to the throttle control. A large 0.75" RPM display will be provided to be visible at a glance.

Check engine, and stop engine indicator lights will be provided for easy viewing.

Large 0.75" push buttons will be provided for menu, mode, preset, and silence selections.

The water tank level indicator will be incorporated in the pressure governor.

A fuel level indicator will be incorporated in the pressure controller.

A pump hour meter will be incorporated in the pressure controller.

The pressure controller will incorporate monitoring for engine temperature, oil pressure, fuel level alarm, and voltage. Pump monitoring will include, pump gearcase temperature, error codes, diagnostic data, pump service reminders, and time stamped data logging, to allow for fast accurate trouble shooting. It will also notify the driver/engineer of any problems with the engine and the apparatus. Complete understandable messages will be provided in a 20-character display, providing for fewer abbreviations in the messages. An automatic dim feature will be included for night operations.

The pressure controller will include a USB port for easy software upgrades, which can be downloaded through a USB memory stick, eliminating the need for a laptop for software installations.

A complete interactive manual will be provided with the pressure controller.

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.

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.

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.

INLET BUTTERFLY VALVE

One (1) Pierce big flow valve will be provided on the left side main pump inlet.

The 6.00" inlet valve will be provided with a built-in, adjustable pressure relief valve and a 3/4" bleeder valve will be provided on the inlet side of the valve.

The valve will be capable of flowing 1950 GPM at 1 PSI pressure drop.

Valve will be electrically operated. An electric actuator, with valve position indicator lights, will be provided at the pump operator's panel.

The electric actuator will be furnished with a manual over ride, extended to the pump panel.

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.

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.

The location of the valve for the one (1) inlet will be recessed behind the pump panel.

ANODE, INLET

A pair of sacrificial zinc anodes will be provided in the water pump inlets to protect the pump from corrosion.

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.

FRONT INLET

A 5.00" inlet front inlet with die cast zinc screens will be provided using 5.00" stainless steel pipe and a 5.00" butterfly valve. Only radiused elbows will be used in the piping, no mitered joints.

Drains are furnished in all the low points of piping and have .75" valves with swing handle.

A bleeder valve will be located at the threaded connection.

The front suction will be located on the right side of the bumper extension.

FRONT INLET CONTROL

The front inlet will be gated with the control located at the pump operator's panel. The valve operating mechanism will indicate the position of the valve or an indicator will be provided to show when the valve is closed.

There will be an electric valve controller provided. The control will be momentary to allow the valve to be gated for ease of operation. Indicator lights will be provided to show if the valve is open or closed.

FRONT INLET INTAKE RELIEF VALVE

An Elkhart Brass Style 40 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 75 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 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.

FRONT INLET ELBOW

The front inlet will have a 5.00" swivel with National Standard hose threads and a long handle chrome plated cap.

INLET BLEEDER VALVE

A 0.75" bleeder valve will be provided for each side gated inlet. The valves will be located behind the panel with a swing style handle control extended to the outside of the panel. The handles will be chrome plated and provide a visual indication of valve position. The swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage. The water discharged by the bleeders 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.

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.

FRONT DISCHARGE OUTLET

There will be one (1) 1.50" discharge outlet piped to the front of the apparatus and located in the center bumper tray.

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 with 90 degree stainless steel swivel.

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.

HOSE BED DISCHARGE OUTLET

There will be One (1) discharge outlet piped to the front of the hose bed, in the on the right 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 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 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.

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.

LARGE DIAMETER OUTLET CAP

The large diameter outlet will have a National Standard hose thread adapter with a 4.00" rocker lug chrome plated cap and chain.

The cap will be the Pierce VLH, which incorporates a patent pending thread design to automatically relieve stored pressure in the line when disconnected.

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.

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 rigidly braced and installed securely so no movement develops when the line is charged. A 2.50" gated valve will be installed and controlled at the pump operator's panel. The deluge outlet will flow a minimum 1000 GPM.

TELESCOPIC PIPING

The deluge riser piping will include a 18.00" Task Force Model XGA38 Extend-A-Gun extension. The control for the extension will be located at the pump panel.

This extension will be telescopic to allow the deluge gun to be raised 18.00" increasing the range of operation.

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.

MONITOR

A Task Force Hurricane, model XFIH-E remote controlled monitor will be properly installed on the deluge riser. This monitor will include the Task Force Tips Primary Monitor Operator Station, mounted at the pump operator's panel. The monitor will have manual override handwheels in the event of an electrical system malfunction.

The monitor will be painted to match the body.

NOZZLE

A Task Force Tips Master Stream Series M-ER nozzle will be provided. The nozzle will have a range of 250 to 1250 GPM, and electric pattern control.

The deluge riser Extend-a-Gun will have a provisions for direct mounting a Task Force Hurricane 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.

STOKES BASKET STORAGE

Mounting will be provide for a stokes basket located in the upper crosslay module. The stokes basket will be enclosed and removable from either side of the truck. A vertically hinged painted aluminum door with a pair of Southco raised trigger C2 black powder coated latches will be provided on each end of

the storage. The doors will be hinged along the rearward edge. The stokes basket to be stored will be to be determined.

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.

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 to be determined. 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.

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.

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.

REMAINING PUMP PANEL(S)

Detailed drawing(s) to scale of the remaining pump panel(s) will be provided for the customer to review. The drawing(s) will include all of the gauges, controls, switching, etc., located on the pump panel(s). The customer will be allowed to make changes and/or mark-ups to these approval drawing(s). The fire apparatus manufacturer will make revisions (If needed) to the drawing(s) 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 panel drawing(s) 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 3SC0CDCR, 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.

VACUUM AND PRESSURE GAUGES

The pump vacuum and pressure gauges will be liquid filled and manufactured by Class 1 Incorporated ©.

The gauges will be a minimum of 4.00" in diameter and will have white faces with black lettering, with a pressure range of 30.00"-0-600#.

Gauge construction will include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut.

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 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 non-corrosive polished stainless steel or brass plugs. They will be marked with a label.

This gauge will include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.

PRESSURE GAUGES

The individual "line" pressure gauges for the discharges will be Class 1© interlube filled.

They will be a minimum of 2.00" in diameter and have white faces with black lettering.

Gauge construction will include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut.

Gauges will have a pressure range of 30"-0-400#.

The individual pressure gauge will be installed as close to the outlet control as practical.

This gauge will include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.

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, mounted behind the crew cab doors one at the rear. The indicators will show the volume of water in the tank on Ninety six (96) easy to see super bright Tri-color 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

There will be two (2) Grover air horns recessed in the front bumper. The horn system will be piped to the air brake system wet tank utilizing 0.38" tubing. A pressure protection valve will be installed in-line to prevent loss of air in the air brake system.

Air Horn Location

The air horns will be located on the left side of the bumper, outside of the frame rail.

Air Horn Control

The air horns will be actuated by a chrome push button located on the officer's side of the engine tunnel and by the horn button in the steering wheel. The driver will have the option to control the air horns or the chassis horns from the horn button by means of a selector switch located on the instrument panel.

ELECTRONIC SIREN

There will be a Whelen®, Carbide™, Model CCSRNT4A electronic siren amplifier mounted tbd and Model CANCTL6 (same layout and features as the CCSRN36) remote head installed tbd.

The control head will control the rear traffic directing light.

Slide1, Slide2 and Slide3 will all turn on "WAIL" and activate the horn relay output. (Each slide switch position will have the same function, only siren on and siren off is required.)

Inputs;

- Input #1 TA Flash
- Input #2 Open
- Input #3 Open
- Input #4 Foot switch input (Horn Ring by default)

Electronic siren head will be recessed in the driver side center 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, speaker with through bumper mounting brackets and polished stainless steel grille provided. The speaker will be connected to the siren amplifier.

The speaker will be installed behind the front grill.

AUXILIARY MECHANICAL SIREN

A Federal Q2B® siren will be furnished.

The control solenoid will be powered up after the emergency master switch is activated.

The mechanical siren will be recessed in the front bumper on the right 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.

A momentary chrome push button switch will be included in the right side dash panel to activate the siren brake.

FRONT ZONE UPPER WARNING LIGHTS

There will be one (1) 81.00" Whelen Freedom IV LED lightbar mounted on the cab roof.

The lightbar will include the following:

- One (1) red flashing LED module in the driver's side end position.
- One (1) red flashing LED module in the driver's side front corner position.
- One (1) red flashing LED module in the driver's side first front position.
- One (1) red flashing LED module in the driver's side second front position.
- One (1) white flashing LED module in the driver's side third front position.
- One (1) red steady burning LED module in the driver's side fourth front position.
- One (1) red flashing LED module in the driver's side fifth front position.
- Open in the driver's side sixth front position.
- One (1) 795 LED traffic light controller set to national standard high priority in the center positions.
- Open in the passenger's side sixth front position.
- One (1) red flashing LED module in the passenger's side fifth front position.
- One (1) red steady burning LED module in the passenger's side fourth front position.
- One (1) white flashing LED module in the passenger's side third front position.
- One (1) red flashing LED module in the passenger's side second front position.
- One (1) red flashing LED module in the passenger's side first front position.
- One (1) red flashing LED module in the passenger's side front corner position.
- One (1) red flashing LED module in the passenger's side end position.

There will be clear lenses included on the lightbar.

The following switches may be a installed in the cab on the switch panel to control the lightbar:

- a switch to control the flashing LED modules.
- the traffic light controller with the roof light switch.
- no momentary switch to activate the traffic light controller.

The white flashing LED modules and the traffic light controller will be disabled when the parking brake is applied.

The six (6) red flashing 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 crew 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 four (4) Whelen®, Model M6*C, LED flashing warning lights installed on the cab face, above the headlights, mounted in a common bezel.

- The driver's side front outside warning light to be red
- The driver's side front inside warning light to be red
- The passenger's side front inside warning light to be red
- The 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 four (4) lights.

The inside lights may be load managed if colored or disabled if white, when the parking brake is set.

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®, 4.32" high x 6.75" long LED lights with Model M6FC, chrome flanges installed per the following:

- Two (2) Model M6**, flashing warning lights, one (1) each side on the bumper extension. The side front lights to be red.
- Two (2) Model M6**, flashing warning lights, behind the crew cab doors. The side middle lights to be red.
- Two (2) Model M6V2*, flashing warning lights with lower scene LEDs, above the rear axle. The side rear lights to be red.

The warning light lens color(s) to be clear.

There will be a switch in the cab on the switch panel to control the warning lights.

The scene lights will be activated by a switch at the driver's side switch panel.

INTERIOR CAB DOOR WARNING LIGHTS

There will be four (4) Whelen, Model M2*, LED flashing warning lights with Whelen, Model M2FC, chrome flange provided, one (1) on each cab and crew cab door pan.

The color will be red.

Each light will include a lens color that is clear.

Each light will be activated by the door jam switch of the associated door.

INTERIOR CAB DOOR WARNING LIGHTS

There will be four (4) Weldon, Model 8401-0000-20, amber 12 volt DC LED flashing strip lights provided.

- One (1) light on the driver's side cab door over the window.
- One (1) light on the passenger's side cab door over the window.
- One (1) light on the passenger's side crew cab door over the window.
- One (1) light on the driver's side crew cab door over the window.

Each light will be activated when the battery switch is on and the adjacent door is opened.

Each light will be installed so the flash pattern directs traffic away from the doors.

SIDE WARNING LIGHTS

There will be two (2) Whelen®, Model M9**, 6.50" high x 10.37" wide x 1.37" deep flashing LED warning light(s) with chrome trim provided, one each on the driver and passenger side forward portion of the hatch compartment.

The light(s) to include red LEDs. The warning light lens color(s) to be clear.

These lights will be activated with the rear upper warning switch.

White LEDs will be deactivated when the parking brake is applied.

Amber, blue, green or red LEDs may be load managed when the parking brake is applied.

ADDITIONAL SIDE WARNING LIGHTS

There will be four (4) Whelen®, Model LINV2*, 1.50" high x 3.87" long x 1.62" deep LED light(s) with chrome trim, warning and scene LEDs provided on the side(s) of the apparatus under the LS1, LS3, RS1 and RS3 in the rubrails.

The light(s) to include red flashing LEDs with clear lens.

The scene LEDs will be white.

There will be a switch in the cab on the switch panel to control the warning LEDs.

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.

White warning LEDs will be deactivated when the parking brake is applied.

REAR ZONE LOWER LIGHTING

There will be two (2) Whelen®, Model M6*C LED flashing warning lights with chrome trim 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

The lenses will be 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** 6.50" high x 10.37" long x 1.37" deep LED flashing warning lights provided at the rear of the apparatus with chrome trim.

The side rear upper light(s) on the driver's side to be red.

The rear upper light(s) on the driver's side to be red.

The rear upper light(s) on the passenger's side to be red.

The side rear upper light(s) on the passenger's side to be red.

The lens color(s) to be the same as the LEDs.

There will be a switch located 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.

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.

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 or 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

The exterior custom cab and body painting procedure will consist of a seven (7) step finishing process as follows:

1. 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. Chemical Cleaning and Pretreatment - 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. A final pure water rinse will be applied to all metal surfaces.
3. Surfacer Primer - 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. Finish Sanding - The Surfacer Primer will be sanded with a fine grit abrasive to achieve an ultra-smooth finish. This sanding process is critical to produce the smooth mirror like finish in the topcoat.
5. Sealer Primer - 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. Basecoat Paint - 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. Clear Coat - 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 manufacture.

Each batch of basecoat color is checked for a proper match before painting of the cab and the body. After the cab and body are painted, the color is verified again to make sure that it matches the color standard. Electronic color measuring equipment is used to compare the color sample to the color standard entered into the computer. Color specifications are used to determine the color match. A Delta E reading is 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 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.

Pierce Manufacturing paint finish quality levels for critical areas of the apparatus (cab front and sides, body sides and doors, and boom lettering panels) meet or exceed the Cadillac/General Motors GMW15777 global paint requirements. Orange peel levels meet or exceed the #6 A.C.T. standard in

critical areas. These requirements are met in order for the exterior paint finish to be considered acceptable. The Pierce Manufacturing written paint standards will be available upon request.

The cab will be two-tone, with the upper section painted #20 white along with a shield design on the cab face and lower section of the cab and body painted 268 Red.

PAINT - 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% 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 98.00%. Water wash systems will be 99.97% 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 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.

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.

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 OUTLINE STRIPE

A .25" white reflective outline will be applied to 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" white 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.

BODY STRIPE

There will be a genuine gold leaf stripe around the top, bottom, front and rear edges of the body compartments with scrolls in each corner.

CAB STRIPE

There will be a genuine gold leaf stripe provided on both sides of the cab in place of the chrome molding and on the cab face with shield.

LETTERING

The lettering will be totally encapsulated between two (2) layers of clear vinyl.

LETTERING

Twenty-one (21) to forty (40) genuine gold leaf lettering, 10.00" high, with outline and shade will be provided.

PLACARD BRACKET

four (4) channel bracket(s) will be provided for the installation of department number placard. The bracket(s) will be located one on each side of the vehicle.

LETTERING

There will be reflective lettering, 8.00" high, with outline and shade provided. There will be six (6) letters provided.

LETTERING

There will be reflective lettering, 18.00" high, with outline and shade provided. There will be three (3) letters provided.

LETTERING

There will be reflective lettering, 5.00" high, with outline and shade provided. There will be 17 letters provided.

DECAL INSTALLATION

There will be one (1) pair of decals furnished by the fire department and applied by the apparatus manufacturer.

EMBLEM/S

There will be one (1) pair of genuine gold leaf emblems, 12.00" to 14.00" wide, supplied and installed centered above the grille. The emblems will include the fire department's monogram or number inside of a circle with scrolling.

EMBLEM/S

There will be one (1) pair of genuine gold leaf emblems, 15.00" to 17.00" wide, supplied and installed on the cab doors. The emblems will include the fire department's monogram or number inside of a circle with scrolling.

LETTERING/NUMERALS ON CAB GRILLE

Two (2) painted letters/numerals with outline, as determined by the fire department, will be provided on the cab grille.

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™ 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.

ENGINE INSTALLATION CERTIFICATION

The fire apparatus manufacturer will provide a certification, along with a letter from the engine manufacturer stating they approve of the engine installation in the bidder's chassis. The certification will be provided at the time of delivery.

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
 - 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:
 - The nameplate rating of the alternator.
 - The alternator rating under the conditions specified per:
 - Applicable NFPA 1901 or 1906 (Current Edition).
 - 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).



Santa Fe Springs Fire Department

100% Pre-Payment Option
September 29, 2020

If a 100% pre-payment were made at contract signing, the following discount would be applied to the final invoice:

	Each	Extension
One (1)		
Arrow XT PUC Engine		
	\$ 819,687.00	\$ 819,687.00
100% Prepayment Discount	\$ (23,745.00)	\$ (23,745.00)
APPARATUS COST	\$ 795,942.00	\$ 795,942.00
Sales Tax @ 10.500%	\$ 83,573.91	\$ 83,573.91
Performance Bond	\$ 1,978.83	\$ 1,978.83
California Tire Fee	\$ 10.50	\$ 10.50
Consortium Fee Not Applicable	\$ -	\$ -
TOTAL PREPAY PURCHASE PRICE	\$ 881,505.24	\$ 881,505.24
Less 100% pre-payment at Contract Signing	\$ 881,505.24	\$ 881,505.24
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.

Motorola Solutions

ATTACHMENT NO. 3

Date: Sep. 14, 2020

Customer Quote

Quote #: APX8500 Fire Mobile

Prepared By: Joe Warner

Phone: (312) 204-9300

CUSTOMER #:

PREPARED FOR: Vic Marin	Bill To: Please provide	Ship to: PLEASE PROVIDE
COMPANY: Santa Fe Springs Fire	Address:	Address:
PHONE:		
FAX:		

Equipment Details and Pricing

Qty.	Model	Description	Unit Price	Discount Price	Total Price
2	M37TSS9PW1 N	APX8500 ALL BAND MID POWER	\$4,770.00	\$3,005.10	\$ 6,010.20
2	G806	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$324.45	\$ 648.90
2	G51	ENH: SMARTZONE OPERATION APX	\$1,500.00	\$945.00	\$ 1,890.00
2	G361	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$189.00	\$ 378.00
2	GA00580	ADD: TDMA OPERATION	\$450.00	\$283.50	\$ 567.00
2	G442	ADD: O5 CONTROL HEAD	\$432.00	\$272.16	\$ 544.32
2	G67	ADD: REMOTE MOUNT MID POWER	\$297.00	\$187.11	\$ 374.22
		(The 5 meter (17 FT) Cable Ships Standard)		\$0.00	
2	GA01513	ADD: ALL BAND MOBILE ANTENNA 7/8,V, U)	\$95.00	\$59.85	\$ 119.70
2	W22	ADD: PALM MICROPHONE	\$72.00	\$45.36	\$ 90.72
2	B18	ADD: AUXILARY SPKR 7.5 WATT	\$60.00	\$37.80	\$ 75.60
2	W12	ADD: RF PREAMP	\$66.00	\$41.58	\$ 83.16
2	GA01515	ADD: J600 ADAPTOR CABLE	\$95.00	\$59.85	\$ 119.70
2	GA00226	ADD: GPS WIFI ANTENNA	\$75.00	\$47.25	\$ 94.50
2	GA09001	ADD: WI-FI CAPABILITY	\$300.00	\$189.00	\$ 378.00
2	GA09007	ADD: OUT OF THE BOX WI-FI Provisioning	\$0.00	\$0.00	\$ -
2	G996	ENH: OVER THE AIR PROVISIONING	\$100.00	\$63.00	\$ 126.00
2	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION	\$799.00	\$503.37	\$ 1,006.74
2	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$740.00	\$466.20	\$ 932.40
					\$ 13,439.16
				TAX 10.5%	\$1,411.11
2	G78	ADD: 3 YR SFS LITE - MOBILE	\$225.00		\$ 450.00
QUOTE PAGE TOTAL					\$15,300.27

QUOTE TERMS AND CONDITIONS:

1. Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
2. Purchaser will be responsible for shipping costs, which will be added to the invoice.
3. Prices quoted are valid for thirty (30) days from the date of this quote.
4. Unless otherwise stated, payment will be due within thirty days after invoice.

This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola will be pleased to provide you with our standard terms and conditions of sale, or alternatively, receive your purchase order which will be acknowledged. Thank you for your consideration of Motorola products.

DuraTech USA, Inc.**Rugged Mobile Computing Solutions**

Mailing:

6765 Westminster Bl. #314

Westminster, CA 92683

www.DuraTechUSA.com

Phone # 714-898-2171

FEIN# 20-2777132

**Certified 8(a), SBE #19486, DBE #40914, OCTA# 39991,
CUCP#35922, MBE & WBE, LACounty #128985
LSBE/PPE# 088381, POLB # 250398, METRO# 7881**

QUOTE

Date

Quote #

9/15/2020

091520SFSFD

Customer Information

Santa Fe Springs Fire Dept.
11300 Greenstone Avenue
Santa Fe Springs, CA 90670
Attn: Vic Marin
SFSFD Fire Engine

Rep

Project Delivery Date

Terms

Customer E-mail

CG

10/29/2020

Net 30

VictorMarinJr@santafespri...

Item

Description

Qty

Cost

Total

AM40T6QA51XX

GETAC : A140 G2,
i7-10510U, Webcam, Win10x64+16GB, 5
12GB PCIe SSD, SR (Full HD
IPS+Touch), US Power Cord, 8M Rear
Camera, Wifi+BT+GPS+Passthrough, Mi
cro SD, LAN, Smart Card reader, 3
Year Warranty B2B

1

3,400.42

3,400.42T

OHHGTC8013

GETAC : Havis Triple Pass-Through
Vehicle Dock with Port Replicator &
bracket. DC Power Adaptor sold
separately (A140)

1

651.26

651.26T

GAD2X8

GETAC : Getac 120W 11-16V, 22-32V
DC Vehicle adapter (Bare Wire), 3 year
warranty

1

100.04

100.04T

590GBL000240

Airgain-AP-GTC-MMF-CWG-Q-BL-19, C
ell/LTE, WiFi, GNSS, 19ft coax, color
black, new form factor (Threaded bolt)

1

158.91

158.91T

CA LCD Disposal Fee
4-6 Weeks ARO

CALIFORNIA LCD DISPOSAL FEE
4-6 Weeks After Receipt of Order
Sales Tax

1

4.00

4.00

0.00

0.00T

10.50%

452.62

Total**\$4,767.25**

Delivery Lead time 4-6 weeks (unless otherwise noted) from date of purchase unless otherwise noted.

Prices are good for 30 days and may be subject to change without notice

**Some Options & Upgrade costs applicable to time of original purchase only

NET 30 Terms for Govt Orders. Due to highly discounted prices quoted, there will be a 3% service charge for any orders placed with a credit card.

Prepaid Company check or bank wire transfer with PO or Net30 OAC. VISA, M/C, American Express Cards Accepted (Discounts not applicable with credit card orders)

All International Orders -Prepaid Wire Transfer (\$30 Wire Fee Applies)

All California purchases require \$5 LCD Disposal Fee per unit & applicable sales taxes

All Customs Fee, Duties & Taxes & shipping costs are the responsibility of purchaser

Please check specifications carefully!

Due to Customization -All Sales are final!

Send Orders to: PO@DuraTechUSA.com



September 30, 2020

Travis Hickey
Director of Finance
City of Santa Fe Springs Finance & Administrative Services
12636 Emmens Way, Santa Fe Springs, CA 90670

Dear Mr. Hickey:

Public Sector Capital, LLC is pleased to submit the following proposal. This proposal does not represent a commitment to finance. The following terms and conditions apply to this proposal.

SUMMARY OF TERMS AND CONDITIONS

Structure: Tax Exempt Lease Purchase.

Lessee: City of Santa Fe Springs, CA

Arranger/Placement Agent: Public Sector Capital, LLC ("PSC")

Lessor: Banc of America, National Association or Designee

Total Financing: \$3,296,000

Use of Proceeds: Fire trucks and other associated handheld radio equipment.

Security: The Lessee will pledge to make lease payments from all legally available funds, and the payments will be subject to annual appropriations. The Lessor will be offered a first priority lien in the trucks & equipment.

Term: Seven Years

Interest Rate: 1.74%

Tax Status: Tax Exempt/Bank Qualified.

Payments: Seven annual payments in arrears.

Closing Date: on, or before, 10/30/20.

Optional Redemption: The Lease may be prepaid without penalty, on any scheduled payment date, after the first three years of the term.

Disbursement of Proceeds:

- The Lessor will fund directly to the vendor upon closing.
- A qualified reimbursement will be made to the Lessee.
- The transaction will fund to a mutually agreeable escrow agent.

Acquisition/Escrow Account: The money may be deposited into an escrow account acceptable to the Lessor, and disbursements will be made, from the account, upon execution and delivery of an Acceptance Certificate & approved invoices. The Lessor can provide escrow services to the Lessee if this is desired by the Lessee.

Performance Bond: A Performance Bond is standard in this type of transaction, and it will be required by the Lessor, prior to closing, with the Lessor listed on the Bond as Loss Payee.

Closing Costs *(All included in the financing and paid from proceeds at closing)*

- Documentation Fee: \$0
- Legal Fee: \$0
- Escrow Account Setup Fee: \$0
- Arranger/Placement Agent Fee: \$10,000

Lessee's Documentation Expenses: The Lessee will be responsible for its own legal & transactions costs in regards to documents and closing.

Maintenance, Taxes and Insurance: All maintenance, taxes and insurance in connection with the Projects and the Lease are the responsibility of the Lessee. The Lessee shall bear all risk of loss or damage to the Projects and shall be responsible for keeping the Projects insured with companies satisfactory to and for such amounts as required by Lessor. Lessor and its affiliates, successors and assigns must be named as loss payee and additional insured as applicable on all insurance policies. Evidence of such insurance must be satisfactory to Lessor.

Documentation: Documents shall be prepared by Lessor and will contain customary Representations and Warranties for transactions similar in amount and type. Lessee will provide a Legal/Validity Opinion, Form 8038-G, and an Authorizing Resolution. To facilitate closing, the Lessor requests a scan of all signed documents by 12:00 PM on the day prior to closing.

Reporting Requirements: Lessee shall deliver to Lessor(s) audited annual financial statements within 270 days of the end of each fiscal year.

Events of Default: The Events of Default will be standard and customary for transactions of this nature.

Conditions Precedent: Usual and customary conditions related to the issuance of tax-exempt financing, including acceptable legal documentation and standard approvals from the County, State and local officials, as may be required.

Lessor Restrictions: The Lessor has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the 2020 Lease Agreement. The Lessor will be expected to sign an Investor Letter acknowledging the same.

Governing Law: All aspects of this financing being discussed, including this proposal, will be governed by the laws of California.

Adverse Change & Other Credit Conditions: If there is a material adverse change in the Lessee's financial condition, or if there are adverse circumstances of which Lessor(s) is currently unaware, Lessor(s) reserves the right to negotiate and/or terminate its interest in this transaction

at any time prior to closing. Additionally, this proposal is subject to final business, credit & legal consent by the Lessor.

Role of Lessor: Lessor is acting solely as Purchaser for its own account and not as a fiduciary for Issuer or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor. Purchaser has not provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of Issuer with respect to the proposed 2020 Lease Agreement. Issuer shall represent in the documentation that Issuer has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the proposed 2020 Lease Agreement from its financial, legal and other advisors (and not Purchaser) to the extent that Issuer desired to obtain such advice.

Continued Disclosures: The transaction described in this document is an arm's length, commercial transaction between each Lessor(s) and Lessee in which: (a) Lessor(s) is acting solely as a principal (i.e., as a Lessor(s)) and for its own interest; (b) neither Lessor(s) nor PSC is acting as a municipal advisor, agent or financial advisor to the Lessee, each has financial and other interests that differ from each other and from those of the Lessee, and as described herein PSC may receive compensation from the Lessor(s) that is contingent on the closing of the transaction and that may be reflected in the interest rate agreed to by the Lessee; (c) neither Lessor(s) nor PSC has a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the Lessee with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether Lessor(s) or PSC (or its affiliates) has provided other services or is currently providing other services to the Lessee on other matters); (d) the only obligations Lessor(s) has to the Lessee with respect to this transaction will be set forth in the definitive transaction agreements between Lessor(s) and the Lessee; and (e) neither Lessor(s) nor PSC is recommending that the Lessee take an action with respect to the transaction described in this document, and before taking any action with respect to this transaction, the Lessee should discuss the information contained herein with its own legal, accounting, tax, financial and other advisors, as it deems appropriate. If the Lessee would like a municipal advisor in this transaction that has legal fiduciary duties to the Lessee, the Lessee is free to engage a municipal advisor to serve in that capacity.

Expiration: Please acknowledge acceptance of this proposal (by verbal or written communication) by 10/9/20.

Please feel free to contact me at 925.330.5860 if you would like to discuss this proposal. Upon written acceptance of this proposal, we will begin the closing process. Thank you for the opportunity to serve your financing needs.

Sincerely, 

Mark T. Stanley
 Executive Director
 Public Sector Capital, LLC
 (M) 925.330.5860
mark.stanley@publicsectorcapital.com



Accepted Date: _____

By: _____

Title _____

Draft Payment Schedule

Date	Payment	Interest	Principal	Balance
10/30/2020				3,296,000.00
10/30/2021	504,193.98	57,350.40	446,843.58	2,849,156.42
10/30/2022	504,193.98	49,575.32	454,618.66	2,394,537.76
10/30/2023	504,193.98	41,664.96	462,529.02	1,932,008.74
10/30/2024	504,193.98	33,616.95	470,577.03	1,461,431.71
10/30/2025	504,193.98	25,428.91	478,765.07	982,666.64
10/30/2026	504,193.98	17,098.40	487,095.58	495,571.06
10/30/2027	504,193.98	8,622.92	495,571.06	0.00
Total	3,529,357.86	233,357.86	3,296,000.00	

November 12, 2020



City of Santa Fe Springs

City Council Meeting

NEW BUSINESS

Acceptance of FEMA Assistance to Firefighters Grant Program (AFG) Funds for the Purchase of Replacement Vehicle Exhaust Equipment for the Department Of Fire-Rescue

RECOMMENDATION:

- Accept FEMA Assistance to Firefighters Grant funds in the amount of \$53,938 and authorize the purchase and installation of vehicle exhaust equipment for Headquarters Fire Station (11300 Greenstone) and Fire Station 3 (15517 Carmenita) from Air Exchange.

BACKGROUND

The Department of Fire-Rescue's fleet of response apparatus at each station utilizes a vehicle exhaust capturing system designed to capture diesel exhaust and route it through a hose system under vacuum and route it to the atmosphere outside of the station. These types of systems have been in place for nearly twenty years and is common in fire stations across the United States. Development and installation of these systems became necessary due to the concern of carcinogens emitted from diesel exhaust and exposure to firefighters while starting emergency vehicles inside the apparatus area of the station.

The system utilizes a rubber, inflatable bladder that attaches to the tail-pipe of the apparatus, which is connected to a large hose mounted to a moveable track. When the vehicle is started, a pressure sensor is activated, starting an exhaust motor, that draws in the exhaust, routes it through the hose, and out to atmosphere. Once the vehicle is moving and clear of the front area of the station, the hose automatically disconnects and retracts back into the station. Upon entry back into the station, the hose is attached and the vehicle enters the rear of the station and parks.

In the Fiscal Year (FY) 2019-20 budget, Fire Station 2 (8634 Dice) and Fire Station 4 (11736 Telegraph) had its exhaust systems updated due to wear and need for upgrade. Headquarters (11300 Greenstone) and Fire Station 3 (15517 Carmenita) had yet to be addressed. For the FY 2020-21 budget, a total of \$53,000 was allocated for this to be completed at Headquarters and Fire Station 3.

Prior to contracting with a vendor for installation, the Department applied for a competitive grant through the Assistance to Firefighters Grant Program (AFG), which awards funding based on application and review at the FEMA, Federal level. The purpose of the AFG is to award departments funding for purchasing of basic and essential tools and programs for the fire service. In the past, Santa Fe Springs has been awarded funding for a past Paramedic squad, training burn chambers, patient simulator, turnouts and other protective equipment, and most recently complete



City of Santa Fe Springs

City Council Meeting

November 12, 2020

funding for the Department's fire hose to be replaced. The 2019 AFG announced that a portion of the Santa Fe Springs Fire-Rescue application was awarded for vehicle exhaust replacement, up to a total of \$53,938. This award requires a City match of five percent (5%) of the Federal contribution of \$51,369.52, which equals \$2,568.48. The stipulation by FEMA of the matching portion of the grant requires that those funds must not come from existing Department budgeted funds, but come from a separate appropriation. The FY 2020-21 non-recurring budget of \$53,000 for this project meets this stipulation.

The City is also required to supply any necessary funds above and beyond the award amount \$53,938.

The Department sought a bid from the sole-source vendor for the project for Headquarters and Fire Station 3. The project utilizes some of the current, in-place equipment and provides new, upgraded components. All components for all of our stations are Plymovent brand and installed by the sole-source representative for the company in this area, Air Exchange. Utilizing the same Plymovent brand components will ensure reliability of equipment, reduced service costs, and reduces expense utilizing some of the pre-existing infrastructure.

Below is the pricing/bid for parts and installation components:

Headquarters Fire Station

Materials (Hose, Connection Kits)	\$ 11,548.00
Ducting & Misc, Lift Rental	\$ 5,150.00
Freight	\$ 1,500.00
Sales Tax (10.5%)	\$ 1,910.79
Installation Labor (Prevailing Wage)	\$ 9,120.00
Total (Material, Labor, Tax & Freight)	\$ 29,228.79

Fire Station 3

Materials (Hose, Connection Kits)	\$ 9,464.00
Ducting & Misc, Lift Rental	\$ 3,300.00
Freight	\$ 750.00
Sales Tax (10.5%)	\$ 1,418.97
Installation Labor (Prevailing Wage)	\$ 10,100.00
Total (Material, Labor, Tax & Freight)	\$ 25,032.97

Total Project Cost \$ 54,261.76



City of Santa Fe Springs

City Council Meeting

November 12, 2020

FISCAL IMPACT

As noted above, the FY 2020-21 budget includes \$53,000 in funding for the Diesel Exhaust Capture System Refurbishment non-recurring item. After applying the awarded grant funds of \$51,369.52, the net cost to the City will be \$2,892.24 (\$2,568.48 in matching funds and \$323.76 in costs in excess of the total award amount). This results in an overall budget savings of \$50,107.76.

A handwritten signature in black ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachment(s):

1. FEMA AFG Award Letter and Application Review
2. FEMA Award Summary
3. Bid details Headquarters Station, Air Exchange
4. Bid details, Fire Station 3, Air Exchange
5. Sole Source Letter, Plymovent
6. Environmental Documentation, Headquarters and Fire Station 3

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Brent Hayward
SANTA FE SPRINGS, CITY OF
CITY MANAGER'S OFFICE 11710 TELEGRAPH ROAD
SANTA FE SPRINGS, CA 90670



EMW-2019-FG-05654

Dear Brent Hayward,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2019 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$51,369.52 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or \$2,568.48 for a total approved budget of \$53,938.00. Please see the FY 2019 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2019 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink, which appears to read "Bridget Bean". The signature is fluid and cursive.

Bridget Bean
Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2019 Assistance to Firefighters Grant

Recipient: SANTA FE SPRINGS, CITY OF

DUNS number: 183925627

Award number: EMW-2019-FG-05654

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY2019 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$53,938.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$51,369.52
Non-federal	\$2,568.48
Total	\$53,938.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2019 AFG NOFO.

Approved request details:

Equipment

Appliance(s)/Nozzle(s)

DESCRIPTION

Akron Model 1417 Alum Smoothe Bore Tip 1-1/2" NST Base x 1-1/8" Orifice

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	6	\$0.00	\$0.00	Equipment

CHANGE FROM APPLICATION

Cost 1 **Price** from **\$216.00** to **\$0.00**

JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects

Appliance(s)/Nozzle(s)

DESCRIPTION

Akron Model 4866 Alum Mid Range Assault Nozzle Tip - 150 GPM @ 50 PSI

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	18	\$0.00	\$0.00	Equipment

CHANGE FROM APPLICATION

Cost 1 **Price** from **\$572.00** to **\$0.00**

JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects

Appliance(s)/Nozzle(s)

DESCRIPTION

Akron Model 2127 Alum Shutoff - 1-1/2" NSF x 1-1/2" NSM

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	36	\$0.00	\$0.00	Equipment

CHANGE FROM APPLICATION

Cost 1 **Price** from **\$412.00** to **\$0.00**

JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects

Appliance(s)/Nozzle(s)

DESCRIPTION

Akron Model 1417 Alum Smooth Bore Tip - 1-1/2" NST Base x 7/8" Orifice

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	18	\$0.00	\$0.00	Equipment

CHANGE FROM APPLICATION

Cost 1 **Price** from **\$119.00** to **\$0.00**

JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects

Appliance(s)/Nozzle(s)

DESCRIPTION

Akron Model 4824 Alum Hi Range Assault Nozzle Tip 1-1/2" NST - 250 GPM @ 50 PSI

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	12	\$0.00	\$0.00	Equipment

CHANGE FROM APPLICATION

Cost 1 **Price from \$668.00 to \$0.00**

JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects

Appliance(s)/Nozzle(s)

DESCRIPTION

Akron Model 22126 Alum Shutoff 2-1/2" NSF x 1-1/2" NSM

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	18	\$0.00	\$0.00	Equipment

CHANGE FROM APPLICATION

Cost 1 **Price from \$516.00 to \$0.00**

JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects

Modify facilities

Source Capture Exhaust System(s)

DESCRIPTION

For fire station #3 (15541 Carmenita Rd) & Fire Headquarters (11300 Greenstone Ave), The Conversion of existing Plymovent hose drops from in-operable pneumatic to magnetic. includes new track, hose, fan, and exhaust controller. Also includes exhaust tailpipe conversion kits for apparatus. All labor, installation, and materials included.

QUANTITY	UNIT PRICE	TOTAL
1	\$53,938.00	\$53,938.00

BUDGET CLASS

Equipment

Personal Protective Equipment (PPE)

Complete Set of Turnout Gear

DESCRIPTION

The request is for 15 sets of complete turnouts (\$2650 ea x 15 = \$39,750), 15 pairs of Boots (\$375 x 15 = 5625) and 15 Structure Firefighting Helmets (\$225 x 15 = \$3375) for a total PPE expense of \$48,750.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	15	\$0.00	\$0.00	Equipment

CHANGE FROM APPLICATION

Cost 1 Price from **\$3,250.00** to **\$0.00**

JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects

Agreement Articles

Program: Fiscal Year 2019 Assistance to Firefighters Grant

Recipient: SANTA FE SPRINGS, CITY OF

DUNS number: 183925627

Award number: EMW-2019-FG-05654

Table of contents

Article 1	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
Article 2	DHS Specific Acknowledgements and Assurances
Article 3	Acknowledgement of Federal Funding from DHS
Article 4	Activities Conducted Abroad
Article 5	Age Discrimination Act of 1975
Article 6	Americans with Disabilities Act of 1990
Article 7	Best Practices for Collection and Use of Personally Identifiable Information (PII)
Article 8	Civil Rights Act of 1964 – Title VI
Article 9	Civil Rights Act of 1968
Article 10	Copyright
Article 11	Debarment and Suspension
Article 12	Drug-Free Workplace Regulations
Article 13	Duplication of Benefits
Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
Article 15	Energy Policy and Conservation Act
Article 16	False Claims Act and Program Fraud Civil Remedies
Article 17	Federal Debt Status
Article 18	Federal Leadership on Reducing Text Messaging while Driving
Article 19	Fly America Act of 1974
Article 20	Hotel and Motel Fire Safety Act of 1990
Article 21	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article 22	Lobbying Prohibitions
Article 23	National Environmental Policy Act
Article 24	Nondiscrimination in Matters Pertaining to Faith-Based Organizations

Article	Non-supplanting Requirement
25	
Article	Notice of Funding Opportunity Requirements
26	
Article	Patents and Intellectual Property Rights
27	
Article	Procurement of Recovered Materials
28	
Article	Rehabilitation Act of 1973
29	
Article	Reporting of Matters Related to Recipient Integrity and Performance
30	
Article	Reporting Subawards and Executive Compensation
31	
Article	SAFECOM
32	
Article	Terrorist Financing
33	
Article	Trafficking Victims Protection Act of 2000 (TVPA)
34	
Article	Universal Identifier and System of Award Management (SAM)
35	
Article	USA Patriot Act of 2001
36	
Article	Use of DHS Seal, Logo and Flags
37	
Article	Whistleblower Protection Act
38	
Article	Acceptance of Post Award Changes
39	
Article	Prior Approval for Modification of Approved Budget
40	
Article	Disposition of Equipment Acquired Under the Federal Award
41	
Article	Environmental Planning and Historic Preservation
42	

Article 1 Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article 2 DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. 6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

- Article 3 Acknowledgement of Federal Funding from DHS**
Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
- Article 4 Activities Conducted Abroad**
Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- Article 5 Age Discrimination Act of 1975**
Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- Article 6 Americans with Disabilities Act of 1990**
Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- Article 7 Best Practices for Collection and Use of Personally Identifiable Information (PII)**
Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
- Article 8 Civil Rights Act of 1964 – Title VI**
Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9 Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10 Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article 11 Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12 Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13 Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article 15 Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 16 False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 17 Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article 18 Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article 19 Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 20 Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)

- Article 21 Limited English Proficiency (Civil Rights Act of 1964, Title VI)**
Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
- Article 22 Lobbying Prohibitions**
Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
- Article 23 National Environmental Policy Act**
Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
- Article 24 Nondiscrimination in Matters Pertaining to Faith-Based Organizations**
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- Article 25 Non-supplanting Requirement**
Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article 26 Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article 27 Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article 28 Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 29 Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 30 Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 31 Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 32 SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 33 Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article 34 Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article 35 Universal Identifier and System of Award Management (SAM)

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article 36 USA Patriot Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175-175c.

Article 37 Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article 38 Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 39 Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article 40 Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 41 Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article 42 Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all Federal, state, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize Federal funding. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Obligating document

1. Agreement No. EMW-2019-FG-05654	2. Amendment No. N/A	3. Recipient No. 956005874	4. Type of Action AWARD	5. Control No. WX02929N2020T		
6. Recipient Name and Address SANTA FE SPRINGS, CITY OF 11700 TELEGRAPH RD SANTA FE SPRINGS, CA 90670		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Brent Hayward		9a. Phone No. 562-9449713	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 07/20/2020	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 07/27/2020 to 07/26/2021 Budget Period 07/27/2020 to 07/26/2021		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2020-F9-GB01 - P431-xxxx-4101-D	\$0.00	\$51,369.52	\$51,369.52	\$2,568.48
Totals			\$0.00	\$51,369.52	\$51,369.52	\$2,568.48
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Brent Hayward	DATE 07/31/2020
18. FEMA SIGNATORY OFFICIAL (Name and Title) Bridget Bean, Assistant Administrator Grant Programs Directorate	DATE 07/20/2020

11/2/2020

FEMA - FEMA Grants Outcomes

Award accepted

EMW-2019-FG-05654: Fiscal Year (FY) 2019 Assistance to Firefighters Grants

SANTA FE SPRINGS, CITY OF

Period of performance	07/27/2020 - 07/26/2021
Federal resources awarded	\$51,369.52
Required non-federal resources	\$2,568.48
Federal resources disbursed to recipient	\$0
Pending disbursements to recipient	\$0
Balance of federal resources available	\$51,369.52

Select an action ▾

My to do list

Description	Status	Date of status	Due date	Action
-------------	--------	----------------	----------	--------

Organization : SANTA FE SPRINGS, CITY OF

This information is current of SAM.gov as of: 11/01/2020

Registration summary

DUNS	183925627
Registration status	Active
Registration last update date	08/03/2020

Registration expiration date

Has active exclusion?

No

Debt subject to offset?

N

Business Information

Doing business as name

SANTA FE SPRINGS CITY LIBRARY

Physical address

11700 TELEGRAPH RD
SANTA FE SPRINGS, CA 90670

Mailing address

CITY MANAGER'S OFFICE 11710 TELEGRAPH
ROAD
SANTA FE SPRINGS, CA 90670

Payments

Payment number	Request date	Status	Date of status	Payment amount	Action
----------------	--------------	--------	----------------	----------------	--------

Amendments

Request number	Request date	Status	Date of status	Action
----------------	--------------	--------	----------------	--------



495 Edison Court, Suite A, Fairfield, CA 94534
 1141 E Philadelphia St., Ontario, CA 91761
 Local Office Phone No.: (909) 923-7952
 Jim Cleary jtc1@roadrunner.com
 Mobile: (909) 720-7064
 DIR #1000011166

11.2.2020

Santa Fe Springs Fire Department
 11300 Greenstone Ave.
 Santa Fe Springs, Ca. 90670

ATTN: Victor Marin
 Battalion Chief
 Cell: (562)324-9947

SCOPE: Conversion of existing Plymovent hose drops from Pneumatic to Magnetic @ headquarters, total four (3) conversions on existing track, and add two (2) new complete SBTA for BC vehicle & USAR & new OS-3 control operating system.

3 EACH Conversion kits including NEW SAFETY DISCONNECT HANDLE, 2' ST LOWER HOSE, 5" MAGNETIC GRABBER®, & 5" CONICAL (truck, USAR & State vehicle) BALANCER LOCKING CABLE, & 4" METAL HOSE SADLE, WIRELESS CONTROLS ALL VEHICLES. (SQUAD, TRUCK, STATE VEHICLE)

2 EACH New SBTA 21 MAGNETIC SYSTEM complete for USAR (10' track & 5" conical) & BC VEHICLE (20' track & 3" conical)

1 EACH New Plymovent OS-3 Control operation system for 5 HP, 1 phase fan.

TOTAL MATERIAL AS DESCRIBED ABOVE	\$11,548.00
Ducting & misc. installation materials, lift	\$ 5,150.00
FREIGHT	\$ 1,500.00
SALES TAX @ 10.5%	\$ 1,910.79
INSTALLATION LABOR including electrical hook-up (PREVAILING WAGE)	\$ 9,120.00
TOTAL MATERIAL, LABOR, TAX & FREIGHT	\$29,228.79

Thank you for the opportunity to be a part of this project. Please contact me with any questions you or your team may have.

Sincerely,
 AIR EXCHANGE, INC.
 Jim Cleary
jtc1@roadrunner.com
 909-720-7064



495 Edison Court, Suite A, Fairfield, CA 94534
 1141 E Philadelphia St., Ontario, CA 91761
 Local Office Phone No.: (909) 923-7952
 Jim Cleary jtc1@roadrunner.com
 Mobile: (909) 720-7064
 DIR #1000011166

8.10.2020

Santa Fe Springs Fire Department
 11300 Greenstone Ave.
 Santa Fe Springs, Ca. 90670

ATTN: Victor Marin
 Battalion Chief
 Cell: (562)324-9947

SCOPE:	Conversion of existing Plymovent hose drops from Pneumatic to Magnetic @ station 83, total one (1) conversion on existing track, and add one new complete(1) SBTA for second vehicle, new fan & new OS-3 control operating system to accommodate new fan.	
1 EACH	Conversion kit including NEW SAFETY DISCONNECT HANDLE, 2' ST LOWER HOSE, NEW MID HOSE, 5" MAGNETIC GRABBER®, & 5" CONICAL (Engine 83) BALANCER LOCKING CABLE, & 4" METAL HOSE SADDLE, WIRELESS CONTROLS BOTH VEHICLES.	
1 EACH	New SBTA 31 MAGNETIC SYSTEM complete	
1 EACH	New Plymovent TEV 3310-60, 3 HP fan, 208-230, 1 phase (required with addition of 2 nd system	
1 EACH	New Plymovent OS-3 Control operation system for 1 phase fan.	
	TOTAL MATERIAL AS DESCRIBED ABOVE	\$ 9,464.00
	Ducting & misc. installation materials, lift	\$ 3,300.00
	FREIGHT	\$ 750.00
	SALES TAX @ 10.5%	\$ 1,418.97
	INSTALLATION LABOR including electrical hook-up (PREVAILING WAGE)	<u>\$10,100.00</u>
	TOTAL MATERIAL, LABOR, TAX & FREIGHT	\$25,032.97

Thank you for the opportunity to be a part of this project. Please contact me with any questions you or your team may have.

Sincerely,
 AIR EXCHANGE, INC.
 Jim Cleary
jtc1@roadrunner.com
 909-720-7064



January 1, 2020

To Whom It May Concern,

The purpose of this letter is to confirm that Air Exchange is the exclusive dealer of Plymovent vehicle exhaust extraction systems in the states of Alaska (fire), Nevada (vex & fire), Oregon (fire), Washington (fire), for all the zip codes inclusive of 900-918; 923-935; 936-966 in California (vex & fire), and 835-838 in Idaho (fire). As the only Plymovent dealer in these territories, Air Exchange is in good standing and has the exclusive rights to sell, install and service our vehicle exhaust extraction systems.

For over 40 years, Plymovent has created products that provide a safe and healthy work environment. Together with our nationwide dealer network, Plymovent continuously strives to design and engineer products that meet or exceed our customers' expectations and needs.

If you have any questions, please do not hesitate to contact me.

Kindest regards,
PLYMOVENT CORP.

A handwritten signature in black ink, appearing to read "Brad Pitzl".

Brad Pitzl
President/General Manager

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
ENVIRONMENTAL AND HISTORIC PRESERVATION SCREENING FORM

OMB Control Number: 1660-0115
Expiration: 4/30/2020

Paperwork Burden Disclosure Notice

Public reporting burden for this data collection is estimated to average 8 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, Washington, DC, 20472, Paperwork Reduction Project (1660-0115).

PRIVACY NOTICE

The collection of this information is authorized by the National Environmental Policy Act of 1969, as amended, Pub. L. No. 91-190, § 102, 42 U.S.C. §§ 4321-4347; and National Historic Preservation Act of 1966, as amended, Pub. L. No. 89-665, § 102, 16 U.S.C. § 470.

This information is being collected for the primary purpose of determining eligibility and administration of FEMA Preparedness Grant Programs and to ensure compliance with existing laws and regulations regarding the environment and historic preservation.

The disclosure of information on this form is required by law and failure to provide the information requested may delay or prevent the organization from receiving grant funding.

Directions for completing this form: This form is designed to initiate and facilitate the environmental and historic preservation (EHP) compliance review for your FEMA preparedness grant-funded project(s). FEMA conducts its EHP compliance reviews in accordance with National Environmental Policy Act (NEPA) and other EHP-related laws and executive orders. In order to initiate EHP review of your project, you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. **Be advised that completion of this form does not complete the EHP review process.** You will be notified by FEMA when your review is complete and/or if FEMA needs additional information.

This form should be completed electronically. The document is available in both Word and Adobe Acrobat (pdf) formats at this website: (<https://www.fema.gov/media-library/assets/documents/90195>). The following website has additional guidance and instructions on the EHP review process and the information required for the EHP review: <https://www.fema.gov/environmental-planning-and-historic-preservation-compliance>

Submit completed form through your grant administrator who will forward it to GPDEHPInfo@dhs.gov. Please use the subject line: *EHP Submission: Project Title, location, Grant Award Number (Example, EHP Submission: Courthouse Camera Installation, Any Town, State, 12345; 2011-SS-0xxxx).*

1 OF 2 EHPs

SECTION A. PROJECT INFORMATION

DHS Grant Award Number: _____
Grant Program: Assistance to Firefighter Grant Program
Grantee: Santa Fe Springs, Department of Fire-Rescue
Grantee POC: Brent Hayward
Mailing Address: 11300 Greenstone Ave Santa Fe Springs, CA 90670
E-Mail: brenthayward@santafesprings.org
Sub-Grantee: _____
Sub-Grantee POC: _____
Mailing Address: _____
E-Mail: _____
Estimated cost of project: \$30,000

Project title: Fire Station #1 Diesel Exhaust Replacement

Project location (physical address or latitude-longitude): 11300 Greenstone Ave. Santa Fe Springs, Ca 90670

Project Description. Provide a complete project description. The project description should contain a summary of what specific action is proposed, where it is proposed, how it will be implemented. Include a brief description of the objectives the project is designed to accomplish (the purpose), and the reason the project is needed. Use additional pages if necessary. If multiple sites are involved, provide the summary for each site:

Project Description - Repair/Conversion of one of our four fire stations diesel exhaust removal systems for apparatus. All of our fire stations had previous exhaust systems and over the course of 20 years, the systems deteriorated and facility maintenance budget was only able to provide repair and replacement to two of the stations, completed earlier in 2020. The funding request is to complete the replacement of non-functioning exhaust systems and provide for critical firefighter safety and exposure to cancer-causing carcinogens from diesel exhaust. Our organization's mission is to protect the public, but we must also protect those sworn to serve. We have had four cancer-related line-of-duty deaths in our organization, and we would like to continue to protect our members from any exposures. Budget for the project is \$29,146. If awarded, this will directly benefit those who work at our fire stations.

SECTION B. PROJECT TYPE

Based on the proposed project activities, determine which project type applies below and complete the corresponding sections that follow. For multi-component projects or those that may fit into multiple project types, complete the sections that best apply and fully describe all major components in the project description. If the project involves multiple sites, information for each site (such as age of structure, location, ground disturbance, etc.) must be provided. Attach additional pages to this submission, if needed.

1. **Purchase of equipment.** Projects in this category involve the purchase of equipment that will require installation on or in a building or structure. Complete other portions of Section B as needed. Complete Section C.1.
2. **Training and exercises.** Projects in this category involve training exercises with any field-based components, such as drills or full-scale exercises. Complete Section C.2.
3. **Renovations/upgrades/modifications or physical security enhancements to existing structures.** Projects in this category involve renovations, upgrades, retrofits, and installation of equipment or systems in or on a building or structure. Examples include, but are not limited to: interior building renovations; electrical system upgrades; sprinkler systems; vehicle exhaust systems; closed circuit television (CCTV) cameras; security fencing; access control for an area, building, or room; bollards; motion detection systems; alarm systems; security door installation or upgrades; lighting; and audio-visual equipment (projectors, smart boards, whiteboards, monitors, displays, and projector screens). Complete Section C.3.
4. **Generator installation.** Projects in this category involve installation of new or replacement generators, to include the concrete pads, underground fuel and electric lines, and if necessary, a fuel storage tank. Complete Section C.4.
5. **New construction/addition.** Projects in this category involve new construction, addition to, or expansion of a facility. These projects involve construction of a new building, or expansion of the footprint or profile of a current structure. Complete Section C.5.
6. **Communication towers, antennas, and related equipment.** Projects in this category involve construction of new or replacement communications towers, or installation of communications-related equipment on a tower or building or in a communications shelter or building. Complete Section C.6.
7. **Other.** Projects that do not fit in any of the categories listed above. Complete Section C.7.

SECTION C. PROJECT TYPE DETAILS

Check the box that applies to the proposed project and complete the corresponding details.

1. **Purchase of equipment.** *If the entire project is limited to purchase of mobile/portable equipment and there is no installation needed, this form does not need to be completed and submitted.*

a. Specify the equipment, and the quantity of each: _____

b. Provide the Authorized Equipment List (AEL) number(s) (if known): _____

c. Complete Section D.

2. **Training and exercises.** *If the training is classroom and discussion-based only, and is not field-based, this form does not need to be completed and submitted.*

a. Describe the scope of the proposed training or exercise (purpose, materials, and type of activities required): _____

b. Provide the location of the training (physical address or latitude-longitude): _____

c. Would the training or exercise take place at an existing facility which has established procedures for that particular proposed training or exercise, and that conforms with existing land use designations? Yes No

• If yes, provide the name of the facility and the facility point of contact (name, telephone number, and e-mail address): _____

• If no, provide a narrative description of the area where the training or exercise would occur (e.g., exercise area within four points defined by latitude/longitude coordinates): _____

• Does the field-based training/exercise differ from previously permitted training or exercises in any way, including, but not limited to frequency, amount of facilities/land used, materials or equipment used, number of participants, or type of activities? _____

• If yes, explain any differences between the proposed activity and those that were approved in the past, and the reason(s) for the change in scope: _____

• If no, provide reference to previous exercise (e.g., FEMA grant name, number, and date): _____

d. Would any equipment or structures need to be installed to facilitate training? _____

• If yes, complete Section D

3. **Renovations/upgrades/modifications, or physical security enhancements to existing structures.** *If so, Complete Section D.*

4. **Generator installation.**

- a. Provide capacity of the generator (kW): _____
- b. Identify the fuel to be used for the generator (diesel/propane/natural gas): _____
- c. Identify where the fuel for the generator would be stored (e.g. stand-alone tank, above or below ground, or incorporated in generator): _____
- d. Complete Section D.

5. **New construction/addition.**

- a. Provide detailed project description (site acreage, new facility square footage/number of stories, utilities, parking, stormwater features, etc): _____
- b. Provide technical drawings or site plans of the proposed project: Attached
- c. Complete Section D.

6. **Communication towers, antennas, and related equipment.**

- a. Provide the current net height (in feet above ground level) of the existing tower or building (with current attached equipment): _____
- b. Provide the height (in feet above ground level) of the existing tower or building after adding/replacing equipment: _____

Complete items 6.c through 6.q below ONLY if this project involves construction of a new or replacement communications tower. Otherwise continue to Section D.

- c. Provide the ground-level elevation (feet above mean sea level) of the site of the proposed communications tower: _____
- d. Provide the total height (in feet above ground level) of the proposed communications tower or structure, including any antennas to be mounted: _____
- If greater than 199 feet above ground level, state why this is needed to meet the requirements of the project: _____
- e. Would the tower be free-standing or require guy wires? Free standing Guy wires
- If guy wires are required, state number of bands and the number of wires per band: _____
- Explain why a guyed tower is needed to meet the requirements of this project: _____
- f. What kind of lighting would be installed, if any (e.g., white strobe, red strobe, or steady burning)? _____
- g. Provide a general description of terrain (e.g., mountainous, rolling hills, flat to undulating): _____
- h. Describe the frequency and seasonality of fog/low cloud cover: _____

i. Provide a list of habitat types and land use at and adjacent to the tower site (within 1/2 mile), by acreage and percentage of total (e.g., woodland conifer forest, grassland, agriculture) water body, marsh: _____

j. Is there evidence of bird roosts or rookeries present within 1/2 mile of the proposed site? Yes No

• Describe how presence/absence of bird roosts or rookeries was determined: _____

k. Identify the distance to nearest wetland area (e.g., forested swamp, marsh, riparian, marine) and coastline if applicable: _____

l. Distance to nearest existing telecommunication tower: _____

m. Have measures been incorporated for minimizing impacts to migratory birds? Yes No

• If yes, Describe: _____

n. Has a Federal Communications Commission (FCC) registration been obtained for this tower? Yes No

• If yes, provide Registration #: _____

• If no, why? _____

o. Has the FCCE106 process been completed? Yes No

p. Has the FCC Tower Construction Notification System (TCNS) process been completed? Yes No

• If yes, Describe: _____

q. Would any related equipment or structures need to be installed (e.g., backup generator and fuel source, communications shelter, fencing, or security measures)? Yes No

• If yes, explain where and how each installation would be done. Provide details about generator capacity (kW), fuel source, fuel location and tank volume, amount of fencing, and size of communication shelter: _____

r. Complete Section D.

7. **Other:** Complete this section if the proposed project does not fit any of the categories above.

a. Provide a complete project description: _____

b. Complete Section D.

SECTION D. PROJECT DETAILS

Complete all of the information requested below.

1. **Project Installation**

a. Explain how and where renovations/upgrades/modifications would take place, or where equipment/systems will be installed:

All equipment installed replaces existing, non-functional equipment

b. Would ground disturbance be required to complete the project or training? Yes No

• If Yes, provide total extent (depth, length, and width) of each ground-disturbing activity. Include both digging and trenching. For example, light poles and fencing have unique ground-disturbing activities (e.g., six light poles, 24" dia. x 4' deep; trenching 12" x 500' x 18" deep; 22 fence posts, 12" diameter x 3' deep, and 2 gate posts, 18" diameter x 3' deep):

• If yes, describe the current disturbed condition of the area (e.g., parking lot, road right-of-way, commercial development): _____

c. Would the equipment use the existing infrastructure for electrical distribution systems? Yes No

• If no, describe power source and detail its installation at the site: _____

2. **Age of structure/building at project site**

a. Provide the year existing building(s) or structure(s) on/in/nearest to the location involved in the proposed project was built: 1971

• If the building or structure involved is over 45 years old and significant renovation, rehabilitation, or modification has occurred, provide the year(s) modified and briefly describe the nature of the modification(s): _____

b. Are there any structures or buildings that are 50 years old or older in or adjacent to the project area? Yes No

• If yes, provide the location of the structure(s), ground-level color photographs of the structure(s), and identify their location(s) on an aerial map: _____

c. Is the project site listed in the National Register of Historic Places (National Register), or in/near a designated local or National Register Historic District? The internet address for the National Register is: <http://nrhp.focus.nps.gov/> Yes No

• If yes, identify the name of the historic property, site and/or district and the National Register document number: _____

3. Site photographs, maps and drawings

a. Attach site photographs. Site photographs are required for all projects. Use the following as a checklist for photographs of your project. Attach photographs to this document or as accompanying documents in your submission.

- Labeled, color, ground-level photographs of the project site: Required
 - Labeled, color photograph of each location where equipment would be attached to a building or structure: Required
 - Labeled, color aerial photographs of the project site: Required
 - Labeled, color aerial photographs that show the extent of ground disturbance (if applicable): Attached
 - Labeled, color ground-level color photographs of the structure from each exterior side of the building/structure (applicable only if building/structure is more than 45 years old): Attached
- b. Are there technical drawings or site plans available? Yes No
- If yes, attach: Attached

Appendix A has guidance on preparing photographs for EHP review

4. Environmental documentation

- a. Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)? Yes No
- If yes, attach documentation with this form: Attached
- b. Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)? Yes No
- If yes, attach documentation with this form: Attached
- c. Was a NEPA document prepared for this project? Yes No
- If yes, what was the decision? (Check one, and please attach):
 - Finding of No Significant Impact (FONSI) from an Environmental Assessment (EA) or
 - Record of Decision (ROD) from an Environmental Impact Statement (EIS).

Name of preparing agency: _____

Date Attached: _____

Appendix A Photographs

11300 Greenstone Ave. Santa Fe Springs, CA 90670

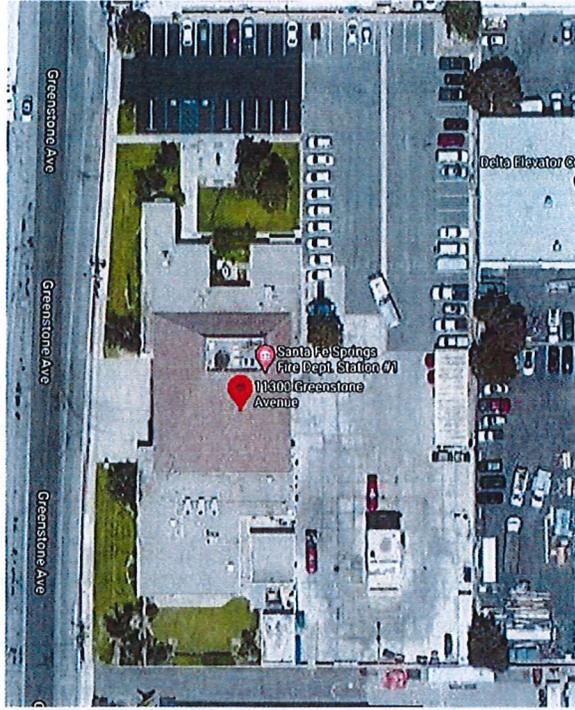


Front of St-1



Replacement of "Out of Service" Plymovent Hoses to Magnetic. Replacement of components only. No construction

Views of 11300 Greenstone, Santa Fe springs, CA – FS #1



Aerial



North



South



East



West

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
ENVIRONMENTAL AND HISTORIC PRESERVATION SCREENING FORM

OMB Control Number: 1660-0115
Expiration: 4/30/2020

Paperwork Burden Disclosure Notice

Public reporting burden for this data collection is estimated to average 8 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, Washington, DC, 20472, Paperwork Reduction Project (1660-0115).

PRIVACY NOTICE

The collection of this information is authorized by the National Environmental Policy Act of 1969, as amended, Pub. L. No. 91-190, § 102, 42 U.S.C. §§ 4321-4347; and National Historic Preservation Act of 1966, as amended, Pub. L. No. 89-665, § 102, 16 U.S.C. § 470.

This information is being collected for the primary purpose of determining eligibility and administration of FEMA Preparedness Grant Programs and to ensure compliance with existing laws and regulations regarding the environment and historic preservation.

The disclosure of information on this form is required by law and failure to provide the information requested may delay or prevent the organization from receiving grant funding.

Directions for completing this form: This form is designed to initiate and facilitate the environmental and historic preservation (EHP) compliance review for your FEMA preparedness grant-funded project(s). FEMA conducts its EHP compliance reviews in accordance with National Environmental Policy Act (NEPA) and other EHP-related laws and executive orders. In order to initiate EHP review of your project, you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. ***Be advised that completion of this form does not complete the EHP review process.*** You will be notified by FEMA when your review is complete and/or if FEMA needs additional information.

This form should be completed electronically. The document is available in both Word and Adobe Acrobat (pdf) formats at this website: (<https://www.fema.gov/media-library/assets/documents/90195>). The following website has additional guidance and instructions on the EHP review process and the information required for the EHP review: <https://www.fema.gov/environmental-planning-and-historic-preservation-compliance>

Submit completed form through your grant administrator who will forward it to GPDEHPInfo@dhs.gov. Please use the subject line: *EHP Submission: Project Title, Location, Grant Award Number (Example, EHP Submission: Courthouse Camera Installation, Any Town, State, 12345; 2011-SS-0xxxx).*

2 of 2 EHPs

SECTION A. PROJECT INFORMATION

DHS Grant Award Number: _____
Grant Program: Assistance to Firefighter Grant Program
Grantee: Santa Fe Springs, Department of Fire-Rescue
Grantee POC: Brent Hayward
Mailing Address: 11300 Greenstone Ave Santa Fe Springs, CA 90670
E-Mail: brenthayward@santafesprings.org
Sub-Grantee: _____
Sub-Grantee POC: _____
Mailing Address: _____
E-Mail: _____
Estimated cost of project: \$25,000

Project title: Fire Station #3 Diesel Exhaust Replacement

Project location (physical address or latitude-longitude): 15541 Carmenita Rd. Santa Fe Springs, Ca 90670

Project Description. Provide a complete project description. The project description should contain a summary of what specific action is proposed, where it is proposed, how it will be implemented. Include a brief description of the objectives the project is designed to accomplish (the purpose), and the reason the project is needed. Use additional pages if necessary. If multiple sites are involved, provide the summary for each site:

Project Description - Repair/Conversion of one of our four fire stations diesel exhaust removal systems for apparatus. All of our fire stations had previous exhaust systems and over the course of 20 years, the systems deteriorated and facility maintenance budget was only able to provide repair and replacement to two of the stations, completed earlier in 2020. The funding request is to complete the replacement of non-functioning exhaust systems and provide for critical firefighter safety and exposure to cancer-causing carcinogens from diesel exhaust. Our organization's mission is to protect the public, but we must also protect those sworn to serve. We have had four cancer-related line-of-duty deaths in our organization, and we would like to continue to protect our members from any exposures. Budget for the project is \$24,792. If awarded, this will directly benefit those who work at our fire stations.

SECTION B. PROJECT TYPE

Based on the proposed project activities, determine which project type applies below and complete the corresponding sections that follow. For multi-component projects or those that may fit into multiple project types, complete the sections that best apply and fully describe all major components in the project description. If the project involves multiple sites, information for each site (such as age of structure, location, ground disturbance, etc.) must be provided. Attach additional pages to this submission, if needed.

1. **Purchase of equipment.** Projects in this category involve the purchase of equipment that will require installation on or in a building or structure. Complete other portions of Section B as needed. Complete Section C.1.
2. **Training and exercises.** Projects in this category involve training exercises with any field-based components, such as drills or full-scale exercises. Complete Section C.2.
3. **Renovations/upgrades/modifications or physical security enhancements to existing structures.** Projects in this category involve renovations, upgrades, retrofits, and installation of equipment or systems in or on a building or structure. Examples include, but are not limited to: interior building renovations; electrical system upgrades; sprinkler systems; vehicle exhaust systems; closed circuit television (CCTV) cameras; security fencing; access control for an area, building, or room; bollards; motion detection systems; alarm systems; security door installation or upgrades; lighting; and audio-visual equipment (projectors, smart boards, whiteboards, monitors, displays, and projector screens). Complete Section C.3.
4. **Generator installation.** Projects in this category involve installation of new or replacement generators, to include the concrete pads, underground fuel and electric lines, and if necessary, a fuel storage tank. Complete Section C.4.
5. **New construction/addition.** Projects in this category involve new construction, addition to, or expansion of a facility. These projects involve construction of a new building, or expansion of the footprint or profile of a current structure. Complete Section C.5.
6. **Communication towers, antennas, and related equipment.** Projects in this category involve construction of new or replacement communications towers, or installation of communications-related equipment on a tower or building or in a communications shelter or building. Complete Section C.6.
7. **Other.** Projects that do not fit in any of the categories listed above. Complete Section C.7.

SECTION C. PROJECT TYPE DETAILS

Check the box that applies to the proposed project and complete the corresponding details.

1. **Purchase of equipment.** *If the entire project is limited to purchase of mobile/portable equipment and there is no installation needed, this form does not need to be completed and submitted.*

a. Specify the equipment, and the quantity of each: _____

b. Provide the Authorized Equipment List (AEL) number(s) (if known): _____

c. Complete Section D.

2. **Training and exercises.** *If the training is classroom and discussion-based only, and is not field-based, this form does not need to be completed and submitted.*

a. Describe the scope of the proposed training or exercise (purpose, materials, and type of activities required): _____

b. Provide the location of the training (physical address or latitude-longitude): _____

c. Would the training or exercise take place at an existing facility which has established procedures for that particular proposed training or exercise, and that conforms with existing land use designations? Yes No

• If yes, provide the name of the facility and the facility point of contact (name, telephone number, and e-mail address): _____

• If no, provide a narrative description of the area where the training or exercise would occur (e.g., exercise area within four points defined by latitude/longitude coordinates): _____

• Does the field-based training/exercise differ from previously permitted training or exercises in any way, including, but not limited to frequency, amount of facilities/land used, materials or equipment used, number of participants, or type of activities? _____

• If yes, explain any differences between the proposed activity and those that were approved in the past, and the reason(s) for the change in scope: _____

• If no, provide reference to previous exercise (e.g., FEMA grant name, number, and date): _____

d. Would any equipment or structures need to be installed to facilitate training? _____

• If yes, complete Section D

3. **Renovations/upgrades/modifications, or physical security enhancements to existing structures.** **If so, Complete Section D.**

4. **Generator installation.**

- a. Provide capacity of the generator (kW): _____
- b. Identify the fuel to be used for the generator (diesel/propane/natural gas): _____
- c. Identify where the fuel for the generator would be stored (e.g. stand-alone tank, above or below ground, or incorporated in generator): _____
- d. Complete Section D.

5. **New construction/addition.**

- a. Provide detailed project description (site acreage, new facility square footage/number of stories, utilities, parking, stormwater features, etc): _____
- b. Provide technical drawings or site plans of the proposed project: Attached
- c. Complete Section D.

6. **Communication towers, antennas, and related equipment.**

- a. Provide the current net height (in feet above ground level) of the existing tower or building (with current attached equipment): _____
- b. Provide the height (in feet above ground level) of the existing tower or building after adding/replacing equipment: _____

Complete items 6.c through 6.q below ONLY if this project involves construction of a new or replacement communications tower. Otherwise continue to Section D.

- c. Provide the ground-level elevation (feet above mean sea level) of the site of the proposed communications tower: _____
- d. Provide the total height (in feet above ground level) of the proposed communications tower or structure, including any antennas to be mounted: _____
- If greater than 199 feet above ground level, state why this is needed to meet the requirements of the project: _____
- e. Would the tower be free-standing or require guy wires? Free standing Guy wires
- If guy wires are required, state number of bands and the number of wires per band: _____
- Explain why a guyed tower is needed to meet the requirements of this project: _____
- f. What kind of lighting would be installed, if any (e.g., white strobe, red strobe, or steady burning)? _____
- g. Provide a general description of terrain (e.g., mountainous, rolling hills, flat to undulating): _____
- h. Describe the frequency and seasonality of fog/low cloud cover: _____

i. Provide a list of habitat types and land use at and adjacent to the tower site (within 1/2 mile), by acreage and percentage of total (e.g., woodland conifer forest, grassland, agriculture) water body, marsh:

j. Is there evidence of bird roosts or rookeries present within 1/2 mile of the proposed site? Yes No

• Describe how presence/absence of bird roosts or rookeries was determined:

k. Identify the distance to nearest wetland area (e.g., forested swamp, marsh, riparian, marine) and coastline if applicable:

l. Distance to nearest existing telecommunication tower:

m. Have measures been incorporated for minimizing impacts to migratory birds? Yes No

• If yes, Describe:

n. Has a Federal Communications Commission (FCC) registration been obtained for this tower? Yes No

• If yes, provide Registration #:

• If no, why?

o. Has the FCCE106 process been completed? Yes No

p. Has the FCC Tower Construction Notification System (TCNS) process been completed? Yes No

• If yes, Describe:

q. Would any related equipment or structures need to be installed (e.g., backup generator and fuel source, communications shelter, fencing, or security measures)? Yes No

• If yes, explain where and how each installation would be done. Provide details about generator capacity (kW), fuel source, fuel location and tank volume, amount of fencing, and size of communication shelter:

r. Complete Section D.

7. **Other:** Complete this section if the proposed project does not fit any of the categories above.

a. Provide a complete project description:

b. Complete Section D.

SECTION D. PROJECT DETAILS

Complete all of the information requested below.

1. **Project Installation**

a. Explain how and where renovations/upgrades/modifications would take place, or where equipment/systems will be installed:

All equipment installed replaces existing, non-functional equipment

b. Would ground disturbance be required to complete the project or training? Yes No

• If Yes, provide total extent (depth, length, and width) of each ground-disturbing activity. Include both digging and trenching. For example, light poles and fencing have unique ground-disturbing activities (e.g., six light poles, 24" dia. x 4' deep; trenching 12" x 500' x 18" deep; 22 fence posts, 12" diameter x 3' deep, and 2 gate posts, 18" diameter x 3' deep):

• If yes, describe the current disturbed condition of the area (e.g., parking lot, road right-of-way, commercial development): _____

c. Would the equipment use the existing infrastructure for electrical distribution systems? Yes No

• If no, describe power source and detail its installation at the site: _____

2. **Age of structure/building at project site**

a. Provide the year existing building(s) or structure(s) on/in/nearest to the location involved in the proposed project was built: 1960

• If the building or structure involved is over 45 years old and significant renovation, rehabilitation, or modification has occurred, provide the year(s) modified and briefly describe the nature of the modification(s): _____

b. Are there any structures or buildings that are 50 years old or older in or adjacent to the project area? Yes No

• If yes, provide the location of the structure(s), ground-level color photographs of the structure(s), and identify their location(s) on an aerial map: _____

c. Is the project site listed in the National Register of Historic Places (National Register), or in/near a designated local or National Register Historic District? The internet address for the National Register is: <http://nrhp.focus.nps.gov/> Yes No

• If yes, identify the name of the historic property, site and/or district and the National Register document number: _____

3. **Site photographs, maps and drawings**

a. Attach site photographs. Site photographs are required for all projects. Use the following as a checklist for photographs of your project. Attach photographs to this document or as accompanying documents in your submission.

- Labeled, color, ground-level photographs of the project site: Required
 - Labeled, color photograph of each location where equipment would be attached to a building or structure: Required
 - Labeled, color aerial photographs of the project site: Required
 - Labeled, color aerial photographs that show the extent of ground disturbance (if applicable): Attached
 - Labeled, color ground-level color photographs of the structure from each exterior side of the building/structure (applicable only if building/structure is more than 45 years old): Attached
- b. Are there technical drawings or site plans available? Yes No
- If yes, attach: Attached

Appendix A has guidance on preparing photographs for EHP review

4. **Environmental documentation**

- a. Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)? Yes No
- If yes, attach documentation with this form: Attached
- b. Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)? Yes No
- If yes, attach documentation with this form: Attached
- c. Was a NEPA document prepared for this project? Yes No
- If yes, what was the decision? (Check one, and please attach):
 - Finding of No Significant Impact (FONSI) from an Environmental Assessment (EA) or
 - Record of Decision (ROD) from an Environmental Impact Statement (EIS).

Name of preparing agency: _____

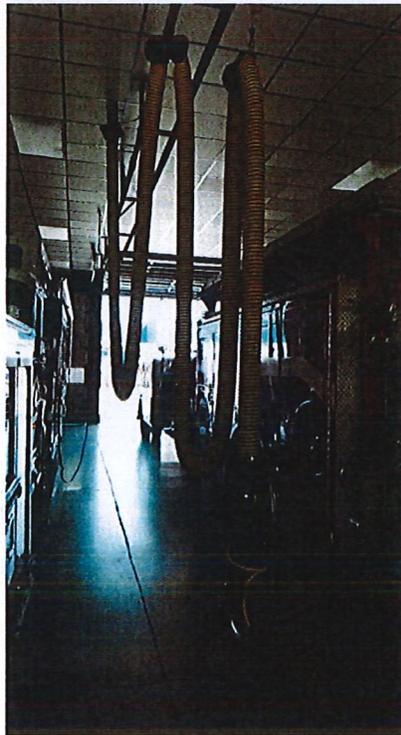
Date Attached: _____

Appendix A Photographs

15541 Carmentia Rd. Santa Fe Springs, CA 90670

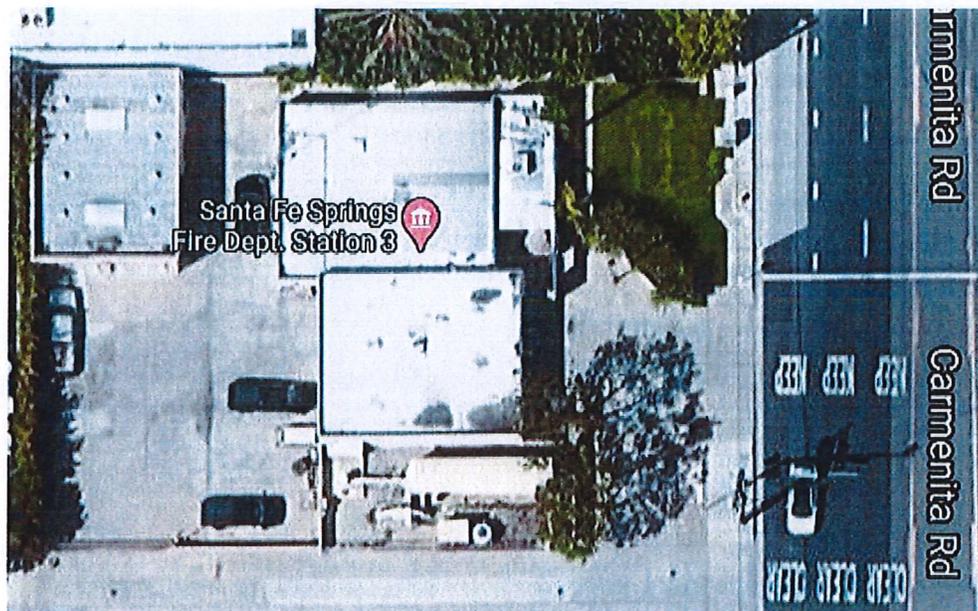


Front of St-3



Replacement of "Out of Service" Plymovent Hose to Magnetic. Replacement of components only. No construction

Views of 15541 Carmenita, Santa Fe springs, CA – FS #3



Aerial



North



South



East



West



NEW BUSINESS

Town Center Plaza Parking Lot Improvements Project - Authorization to Advertise for Construction Bids

RECOMMENDATION

- Approve adding the Town Center Plaza Parking Lot Improvements Project to the Capital Improvements Plan;
- Approve the Plans and Specifications; and
- Authorize the City Engineer to advertise for construction bids.

BACKGROUND

The Town Center Plaza Parking Lot Improvements Project consists of the complete renovation of the City Hall Parking lot located on the South East Corner of Alburdis Avenue and Telegraph Road. The renovation includes; drainage enhancements, improved traffic circulation, new sidewalks, landscape, irrigation, asphalt concrete pavement, parking/pedestrian lighting, information kiosk, lighted entry handrails, new entry monuments, signage, traffic signal improvements, sewer improvements, wider drive isles, and water/sewer connections.

The construction cost estimate for the Town Center Plaza Parking Lot Improvements Project is \$2,900,000. The total estimated project cost including, construction, design, engineering, inspection, and contingency is \$3,730,000. The estimate is from the most current costs of similar street rehabilitation projects in the area. The total project costs are as follows:

<u>ITEM</u>	<u>BUDGET</u>
Construction	\$ 2,900,000
Design (Bond Funded)	\$ 330,000
Engineering	\$ 100,000
Inspection	\$ 100,000
Contingency	\$ 300,000
Total Project Cost: \$ 3,730,000	

The project Plans and Specifications are complete, and the Public Works Department is ready to advertise for the construction bids for this project, upon City Council approval. A copy of the project specifications will be on file with the City Clerk.

FISCAL IMPACT

Staff intends to request an appropriation for the project at the time of the award of contract, so the actual construction amount can be used to determine the total project cost. The funding will be from the Utility Users Tax (UUT) Capital Improvement Fund.

Report Submitted By: Noe Negrete
Director of Public Works

A handwritten signature in blue ink, appearing to be "MN".

Date of Report: November 5, 2020

INFRASTRUCTURE IMPACT

The Town Center Plaza Parking Lot Improvements Project will improve the condition of the existing parking lot section, enhance operational safety, and reduce maintenance costs



Raymond R. Cruz
City Manager

Attachments:

None.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 14

November 12, 2020

NEW BUSINESS

City's Batting Cage Facility Concession Agreement-Approve One Year Extension

RECOMMENDATION

- Approve Contract Amendment Number Two with Henry Hernandez to extend the term of the Agreement for One Year; and
- Authorize the Mayor to execute Contract Amendment Number Two.

BACKGROUND

The City Council, at their meeting of January 8, 2015, entered into a Concession Agreement with Henry Hernandez for the operation of the City's Batting Cages Facility located at Little Lake Park.

The re-opening of the City's Batting Cages Facility has been well received by the City's youth baseball and softball participants. Additionally, the batting cage facility offers specialized pitching and hitting instruction as well as baseball and softball clinics, which has increased patronage to the facility.

The original concession agreement term with Mr. Hernandez was for five years, with two, one-year extensions bringing the total length of the agreement to seven years. Mr. Hernandez has contributed extensive time, money, and labor to the restoration of the batting cages per the terms of the agreement.

The concession agreement is scheduled to expire on January 8, 2021, and staff is recommending that the City Council approve the second of the one-year extensions, to January 8, 2022.

LEGAL REVIEW

The City Attorney's office has reviewed Contract Amendment Number Two.

FISCAL IMPACT

Mr. Hernandez and his staff will continue to maintain the facility through regular preventative and necessary maintenance of the pitching equipment. The painting of perimeter fencing, benches, office buildings, and cleaning of the common area. Additionally, he installed security cameras to provide 24-hour, year-round surveillance to the facility. The combined efforts will ensure an operational, clean, and safe facility for the public to use.

A handwritten signature in black ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachments:

- Attachment No. 1: Amendment Number Two
- Attachment No. 2: Original Agreement

Report Submitted By: Noe Negrete
Director of Public Works

Handwritten initials in blue ink, possibly "MN".

Date of Report: November 5, 2020

**AMENDMENT NUMBER TWO TO CONCESSION AGREEMENT
BETWEEN THE CITY OF SANTA FE SPRINGS
AND HENRY HERNANDEZ
FOR THE OPERATION OF THE CITY'S BATTING CAGE FACILITY**

This Amendment Number Two ("Amendment") to the Concession Agreement dated January 8, 2015 ("Agreement") is entered into by and between the City of Santa Fe Springs, a municipal corporation ("City"), and Henry Hernandez ("Concessionaire").

1. Pursuant to Section 2(B) of the Agreement, the parties agree to exercise the second extension option to extend the term of the Agreement for one year through January 8, 2022.

2. Except as amended herein, the terms and provisions of the Agreement shall remain in full force and in effect.

The parties have caused this Amendment to be executed by and through their respective authorized officers.

CITY OF SANTA FE SPRINGS

William K. Rounds, Mayor

Henry Hernandez

Date

Date

ATTEST:

APROVED AS TO FORM:

Janet Martinez, City Clerk

Ivy M. Tsai, City Attorney



**CONCESSION AGREEMENT WITH
HENRY HERNANDEZ FOR THE
OPERATION OF THE CITY'S
BATTING CAGES FACILITY**

TABLE OF CONTENTS

1. PREMISES.....	1
2. TERM AND OPTION.....	1
3. NATURE OF CONCESSION.....	2
4. INDEPENDENT CONTRACTOR.....	5
5. INSURANCE.....	5
6. INDEMNITY.....	6
7. SITE PREPARATION.....	7
8. ALTERATIONS AND IMPROVEMENTS.....	7
9. LIENS.....	9
10. SAFETY REQUIREMENTS AND OPERATION.....	10
11. MAINTENANCE AND REPAIR.....	11
12. TITLE.....	12
13. ASSIGNMENT AND SUBLETTING.....	12
14. COMPLIANCE WITH LAW.....	13
15. TERMINATION.....	13
16. NOTICES.....	14
17. AMENDMENTS AND MODIFICATIONS.....	15
18. APPROVALS BY THE CITY.....	15
19. NOTICES.....	15

CONCESSION AGREEMENT

The Concession AGREEMENT ("AGREEMENT") between Mr. Henry Hernandez and the City of Santa Fe Springs is made and entered into as of Jan. 8, 2015 ("the EFFECTIVE DATE), in Santa Fe Springs, California, by and between the City of Santa Fe Springs, a Municipal Corporation ("CITY"), and Mr. Henry Hernandez ("CONCESSIONAIRE").

RECITALS

The CITY has one batting cages facility with nine (9) batting cages, three (3) "bullpens" for pitching and hitting instruction, one office building, and associated public areas.

CONCESSIONAIRE wishes to operate this facility, including the batting cages, both slow and fast pitch, provide baseball and softball instruction, and for the sale of baseball and softball-related merchandise.

The CITY is willing to contract with CONCESSIONAIRE for services and use of the premises subject to the terms of the AGREEMENT.

AGREEMENT

1. PREMISES

A. Delivery of Premises.

1) CITY delivers, and CONCESSIONAIRE accepts this AGREEMENT for use of the premises described in Exhibit "A", subject to the terms and conditions of this AGREEMENT. The purpose of this AGREEMENT is to provide for the operation of the batting cages facility located at Little Lake Park, 10900 Pioneer Boulevard, Santa Fe Springs, CA 90670, for the general public. The public will be authorized the use of and ingress and egress across all the premises and also to buildings and facilities subject to reasonable restrictions and conditions.

2. TERM AND OPTION

A. Term.

The term of this AGREEMENT is from the EFFECTIVE DATE of this AGREEMENT and shall continue for a term of five (5) years.

B. Period of Extension.

CITY may, at CITY's option, extend the term of this AGREEMENT for an additional year for a maximum of two extensions, subject to the provisions of the AGREEMENT.

C. Conditions for Exercise.

CITY's right to exercise an option to extend, is subject to the following conditions precedent:

1) CITY must give CONCESSIONAIRE thirty (30) day's notice prior to the expiration of the term of CITY's option to extend the term of the AGREEMENT for an additional year.

2) CONCESSIONAIRE must not be in default under any provision of this AGREEMENT at the time notice of exercise is given or on the last day of the term.

3. NATURE OF CONCESSION

From and after the EFFECTIVE DATE of this AGREEMENT, CITY releases to CONCESSIONAIRE the premises and CONCESSIONAIRE accepts the premises, and agrees to comply with all the following conditions:

A. Hours of Operation.

CONCESSIONAIRE must at all times maintain a written schedule delineating the operating hours of the batting cages facility. The hours of operation must comply with Exhibit "C".

B. Rent.

The CONCESSIONAIRE will pay a rent of \$1 (US) for the first three (3) years. After the third year, CONCESSIONAIRE will pay a monthly rent of nine percent (9%) of the gross receipts each month from all business conducted on the premises, including batting cage rentals, group and private instruction, merchandise sales and service, and approved vending sales.

C. Capital Improvements.

The CONCESSIONAIRE agrees to make the following capital improvements at its own expense and, in some instances when the improvements are a shared expense by both the CITY and CONCESSIONAIRE, by paying a majority of the cost associated with the improvement. The following identifies the

capital improvements needed and that will be conducted by the CONCESSIONAIRE:

- 1) Install new wheels on all pitching machines (total 28)
- 2) Install two new motors for pitching machines
- 3) Install four new feeders with motors
- 4) Install nine new pinch rollers
- 5) Paint pitching machines and canopy pole red
- 6) New balls for all cages (108 dozen)
- 7) New rental bats and helmets
- 8) Replace home plate mats (total 11)
- 9) Install new safety signage, including cage numbers and rules
- 10) Paint wrought iron fence around perimeter
- 11) Install computerized point-of-sale system
- 12) Install new security cameras
- 13) Install four monitors for viewing of televised games
- 14) Clean-up facility (removal of accumulated trash, leaves, etc.)
- 15) Install vending machine(s) for drinks and snacks (upon approval of the Director of Community Services in accordance with item "J" in this section)

D. Operation of Facilities.

CONCESSIONAIRE will operate and manage the facilities in a competent and efficient manner at least comparable to other well-managed batting cages facilities and practice facilities of similar type in the Greater Los Angeles vicinity.

E. Personnel.

CONCESSIONAIRE will at all times retain active, qualified, competent, and experienced personnel to supervise CONCESSIONAIRE's operations at the premises and to represent and act for CONCESSIONAIRE at the premises.

F. Appearance of Personnel.

CONCESSIONAIRE must require its attendants and employees to be dressed properly, clean, courteous, efficient, and neat in appearance at all times.

G. Review of Personnel.

CONCESSIONAIRE must maintain a close check of attendants and employees to ensure the maintenance of a high standard of service to the public. CONCESSIONAIRE must replace any employee for good cause pursuant to applicable federal and state laws.

H. Cost of Operation.

CONCESSIONAIRE will assume the full cost of operating the facility, including staff, insurance, electricity, telephone/internet access, custodial, minor building and facility maintenance (under \$500 per incident) and upkeep.

I. Common Area.

CITY will maintain the common area outside the batting cages, including the restrooms, walkway, walkway lighting, and landscaping.

J. Coordination of Concessions.

CONCESSIONAIRE will be responsible for the coordination of any concessions within the facility. CONCESSIONAIRE must obtain the approval of the Director of Community Services prior to the installation any vending machine(s) on the premises. If approval is granted by the Director of Community Services, the installation and maintenance of aforementioned vending machine(s) will be done at the cost of CONCESSIONAIRE.

K. Publicity and Programs.

CONCESSIONAIRE must assume all costs and responsibility for publicity and programs excluding the CITY website, quarterly activity brochure, and newsletter.

L. Prices.

A schedule of prices charged for all goods and/or services supplied to the public on the premises must also be maintained. All prices charged for goods and/or services supplied to the public must be fair and reasonable, based upon the following considerations:

- 1) CITY's primary purpose for entering into this AGREEMENT is to promote development of, and make available, recreational facilities and services for the benefit of the public; and
- 2) CONCESSIONAIRE will be entitled to charge prices for the goods, accommodations, and services offered in accordance with this AGREEMENT that are reasonable and consistent with market prices charged but other competing and/or comparable businesses in the greater Los Angeles vicinity provided, however, that charges for the use of the batting cages and practice facilities must comply with Exhibit "C".

4. INDEPENDENT CONTRACTOR

In its performance hereunder, CONCESSIONAIRE shall at all times be deemed an independent contractor and not an agent or employee of the CITY. CONCESSIONAIRE, its employees, agents, subcontractors, and volunteers shall have no power to bind or commit the CITY to any decision or course of action, and shall not represent to any person that they have such power and/or authority.

5. INSURANCE

A. CONCESSIONAIRE agrees that at all times during the term of this agreement it will maintain, at his own expense, a policy or policies of insurance that will insure and indemnify CITY, the City Council, both present and future, and each member thereof, and every officer, employee, and member of Commissions, Advisory Committees, and Boards of the CITY against liability or financial loss resulting from injury occurring to persons and property in or about the property in or about the property by reason of the use and occupation by CONCESSIONAIRE or by any other person or persons on the property in an amount not less than \$1,000,000 combined single limit bodily injury and property damage each damage or occurrence.

B. The CONCESSIONAIRE must maintain Worker's Compensation limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.

C. The policy will be the primary coverage for CONCESSIONAIRE and additional insureds.

D. The policy must provide Comprehensive General Liability Protection and must include, among other types of coverage, Contractual Liability and Products Liability.

E. The policy must provide insurance in the aforementioned amount on account of liability imposed upon the CONCESSIONAIRE by law for damage caused by negligent act, error or omission of CONCESSIONAIRE or any person for whose acts CONCESSIONAIRE is liable arising out of the conduct of the terms of this AGREEMENT.

F. The CITY, the City Council and each member thereof, present and future, and every officer, agent and employee of the CITY and every member of its Commissions, Advisory Committees, and Boards must be named as additional insureds on the policies. The policy must be issued by an insurer rated in Best's Insurance Guide with a financial rating of Class V or better. The policy must provide that the insurance coverage will not be canceled or reduced by the insurance carrier without the CITY having been given thirty (30) days prior written notice by the carrier. CONCESSIONAIRE agrees that it will not cancel or reduce insurance coverage without CITY having been given thirty (30) days prior written notice by CONCESSIONAIRE.

G. At all times during the term of this AGREEMENT, CONCESSIONAIRE must maintain on file with the CITY, a certificate of the insurance carrier or carriers showing that the insurance is in effect in the amount required above. Notwithstanding any other provisions of this AGREEMENT to the contrary, CONCESSIONAIRE does not have the right to possession of the property until the certificate is filed with the CITY.

6. IDEMNITY

CONCESSIONAIRE will indemnify, defend (by legal counsel reasonably acceptable to the City Attorney), and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees, and every member of its Commissions, Advisory Committees, and Boards, from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, bodily injury, personal injury, death, or property loss or damage arising from or related to acts or omissions of CONCESSIONAIRE, his employees, agents, invitees, subcontractors or vendors, of its services, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees, or agents.

7. SITE PREPARATION

A. On the Part of the CITY

The CITY agrees to complete the following modifications to the facility to allow full use of the facility by the CONCESSIONAIRE:

- 1) Since it is cost prohibitive to install a separate Southern California Edison electric meter, CITY engineering staff will install a meter monitoring device, allowing the CITY to calculate how much electricity the CONCESSIONAIRE is using monthly.
- 2) Install new canopy netting and netting for all cages.
- 3) New bulbs and ballasts for the batting cages facility's outside lights.
- 4) The cost of the CITY's portion to prepare site for CONCESSIONAIRE to take possession shall not exceed \$25,000.

8. ALTERATIONS AND IMPROVEMENTS

A. Cost of Alterations and Improvements.

Any alterations and improvements than those listed above will be done at CONCESSIONAIRE's sole cost and expense.

B. Construction Approval.

CONCESSIONAIRE may not construct any building, structure, or other improvement on the premises unless the plan showing the location and construction plans and specifications are first approved by the Director of Community Services, the Director of Planning, the Director of Public Works, and the City Council.

C. Standards.

1. Any construction must be done in accordance with CITY's Building Code and must be constructed of all new or commercially-acceptable material, as approved by the CITY.
2. CONCESSIONAIRE must obtain building permits from the Director of Planning as required by the CITY's Code of Ordinances.
3. CONCESSIONAIRE must prepare final plans and specifications substantially conforming to the preliminary approved by the Director of Community Services and deliver to the Department of Planning one

complete set as approved by all government agencies of the CITY having jurisdiction over the project. Changes from the preliminary plans will be considered to be within the scope of the preliminary plans if they are not substantial or if they are made to comply with suggestions, requests, or requirements of a governmental agency of the CITY in connection with the application for permit approval. After the final plans and specifications have been approved by the Department of Planning, no changes will be made without the prior written approval of the City Council. Any work that does not comply with the approval final plans and specifications, or that does not comply with all applicable laws and regulations, including, but not limited to, building and safety codes and environmental laws, will be promptly redone at CONCESSIONAIRE's cost and expense.

4. CONCESSIONAIRE must notify the City Manager of CONCESSIONAIRE's intention to commence construction or bring any building materials onto the premises. The CITY will have the right to post and maintain on the premises any notices of non-responsibility provided for under applicable law, and to inspect the premises in relation to the construction at all reasonable times.

D. Changes and Alterations.

All Changes and alterations will be of such a character that, when completed, the value and utility of the building, structure, or other improvement changed or altered by the changes or alterations, will not be less than the value and utility immediately before the change or alteration.

E. Workmanlike Manner.

All work done in connection with any changes or alterations must be performed in a good and workmanlike manner and with due diligence.

F. Improvements.

CONCESSIONAIRE may not remove or demolish, in whole or in part, any improvement upon the premises without the prior written consent of the CITY, which may, at its sole discretion, condition its consent upon the obligation of CONCESSIONAIRE to replace the improvement, in whole or in part.

G. Further Acts.

The CITY, upon written request of CONCESSIONAIRE, will execute any instruments as may be reasonably necessary to subject the CITY's fee interest in the premises to easements for the installation, maintenance, repair, and replacement of normal utilities to service the premises; provided, however that the CITY will incur no out-of-pocket costs, liabilities, obligations, or expenses as a

result of the granting for the installation, maintenance, repair, or replacement of utilities during the term of this AGREEMENT.

H. Payment for Utility Services.

CONCESSIONAIRE must pay all charges for electricity and telephone services. All utility services must be billed in the CONCESSIONAIRE's name.

I. Damage to or Destruction of Improvements.

In the event of damage to, or destruction of, CONCESSIONAIRE-constructed facilities, or if improvements located within the premises are declared unsafe or unfit for use or occupancy by a public entity with the authority to make and enforce declaration, CONCESSIONAIRE must within fifteen days, commence and diligently pursue to complete the repair, replacement, or reconstruction of improvements necessary to permit full use and occupancy of the premises for the purposes required by this AGREEMENT. Repair, replacement, or reconstruction of improvements within the premises must be accomplished according to plans approve by the Director of Community Services.

9. LIENS

A. Payment of Liens.

Subject to CONCESSIONAIRE's right to contest the same as provided in this paragraph 11, CONCESSIONAIRE agrees that it will pay as soon as due all mechanics, laborers, material men, contractors, subcontractors, or similar charges, and all other charges whatever nature which may become due, attached to or payable on the premises for any structure or other improvements thereon, from and after the date that this AGREEMENT is executed , or as a result of any work performed on the premises by the CONCESSIONAIRE or any of CONCESSIONAIRE's agents, employees, or contractors prior to that date. CONCESSIONAIRE will not be responsible for any charges arising from work performed on the premises by the CITY's employees or agents.

B. No Agency.

CONCESSIONAIRE is not in any respect an agent of the CITY, nor is CONCESSIONAIRE authorized to do any act or to make any contract encumbering or in any manner affecting the title or rights of the CITY in or to reversionary interest of the CITY in the premises or the improvements thereon.

C. Discharge of Liens

If any mechanics' or other liens are filed against the premises or an interest therein, which are caused by the CONCESSIONAIRE's conduct,

CONCESSIONAIRE must cause the same to be discharged of record within ninety (90) days after the date of filing the same, or otherwise free the premises from the effect of the claim of lien and any action brought to foreclose the lien; or CONCESSIONAIRE must promptly furnish to the CITY a bond in an amount and issued by a surety company satisfactory to the CITY, securing the CITY against payment of the lien and against any and all loss or damage whatsoever in any way arising from the failure of CONCESSIONAIRE to discharge the lien.

D. Contest of Liens.

CONCESSIONAIRE will have the right to contest any liens in good faith and with due diligence, provided that during the time CONCESSIONAIRE contests the liens, CONCESSIONAIRE must furnish the CITY with a bond in an amount and issued by a surety company satisfactory to the CITY securing the CITY against payment of the lien and against any and all loss or damage whatsoever in any way arising from the failure of CONCESSIONAIRE to discharge the lien, and provided further the CONCESSIONAIRE must fully pay and immediately discharge the amount of any final judgment rendered against the CITY or CONCESSIONAIRE in any litigation involving the enforcement of the liens or their validity, provided that the lien(s) arose from CONCESSIONAIRE's conduct.

E. Failure to Discharge.

In the event of CONCESSIONAIRE's failure to discharge liens arising from its conduct, to satisfy any uncontested lien within the ninety (90) day period, or to pay and satisfy any judgment, the CITY may, but is not obligated to, pay the amount inclusive of any interest and any costs assessed against CONCESSIONAIRE on the litigation, or may discharge the lien by contesting its validity, or by any other lawful means.

F. CITY Warranty.

CITY warrants to CONCESSIONAIRE that at the time of the execution of this AGREEMENT, there are no mechanics', laborers', material men's, contractors', subcontractors', or similar charges upon the premises.

10. SAFETY REQUIREMENTS AND OPERATIONS

A. Safety Hazards.

All work performed under this AGREEMENT must be performed in a manner that meets or exceeds all State of California safety regulations. The CITY reserves the right under California law to issue restraining or cease and desist orders to CONCESSIONAIRE when unsafe or harmful acts are observed or reported relating to, or connected with CONCESSIONAIRE's performance under this AGREEMENT.

B. Hazard Free Premises.

CONCESSIONAIRE must maintain the premises free of hazards to persons and/or property resulting from operations. Any hazardous condition noted by the CONCESSIONAIRE, at any place on the premises that is not a result of CONCESSIONAIRE's operations, must be reported to the CITY as soon as reasonably possible.

11. MAINTENANCE AND REPAIR

A. Preservation of Premises.

CONCESSIONAIRE must at its sole cost and expense, throughout the term of this AGREEMENT, maintain, and as reasonably necessary, remodel, refurbish, or otherwise preserve the buildings, structures, other improvements, equipment, fixtures and signs on the premises in a safe, clean, and sanitary condition and in compliance with all requirements of law. CONCESSIONAIRE must also conduct its operations on the premises, using the best known available and practical devices and facilities, to reduce as much as is reasonably able to, considering the nature and extent of CONCESSIONAIRE's operations, the emanating from the premises of noise, vibration, movements of air, fumes, and odors so as not to interfere unreasonably with the use of other adjoining premises.

B. Inspection.

CITY, by its officers, employees, agents, representatives, and contractors, has the right at all reasonable times to enter upon the premises for the purpose of inspecting the premises for any maintenance violations. CONCESSIONAIRE must correct each and every violation as soon as possible but no later than seventy-two (72) hours after being informed in writing by the CITY of the maintenance violations.

C. Corrections.

If CONCESSIONAIRE fails to correct any unsafe, unclean, or unsanitary condition within seventy-two (72) hours after being notified in writing to do so by the CITY, the CITY has the right, but not the obligation, to enter the premises and remedy the condition or conditions and charge the cost to the CONCESSIONAIRE without any liability for any resulting business loss or damage. In the event of an emergency, the CITY has the right, but not the obligation, to immediately enter the premises to remedy any unsafe, unclean, or unsanitary condition and charge the cost to CONCESSIONAIRE. The CITY will notify CONCESSIONAIRE of the emergency as soon as reasonably possible.

D. Maintenance.

CONCESSIONAIRE must paint, clean, and reasonably preserve and refurbish the surfaces of the interior and exteriors of all buildings, structures, and work areas on the premises.

12. TITLE

A. Surrender of Possession.

At the expiration of the term of this AGREEMENT or upon earlier termination, this AGREEMENT will terminate without further notice and CONCESSIONAIRE must immediately surrender possession of the premises to the CITY, and all structures and other improvements must remain.

B. Removal.

No structures or other improvements may be removed from the premises or voluntarily destroyed or damaged during the term of this AGREEMENT without prior written consent of the City Manager, which may be granted or withheld in the sole discretion of the City Manager.

C. Personal Property.

Any and all personal property, not attached to or installed in any building, structure, or other improvement that CONCESSIONAIRE places in, upon, or about the premises during the term may be removed prior to the expiration of the term of this AGREEMENT and will, as between the CITY and CONCESSIONAIRE, be and remain the personal property of the CONCESSIONAIRE.

D. Utility Fixtures.

Notwithstanding any terms to the contrary contained in this Section, any and all lighting, plumbing, air cooling, air conditioning, heating and ventilating equipment ("Utility Fixtures") are deemed to be part of the realty, and regardless of whether or not any item or equipment can be removed without structural damage to the building, structure, or improvement in which it is installed, no Utility Fixture may be removed from any buildings, structures, or other improvements, except for repairs, alterations, and replacement with like equipment, without the consent of the City Council, and all Utility Fixtures must remain as a part of the realty at the expiration or termination of the term of this AGREEMENT.

13. ASSIGNMENT AND SUBLETTING

CONCESSIONAIRE may not sublet all or any part of the premises, or assign this AGREEMENT or any interest in the premises, without first obtaining the written consent of the City Council. The giving of any consent will not be a waiver of any right to object

to further or future assignments or subleases, consent to which must be first obtained in writing from the City Council. Any assignment of this AGREEMENT to an assignee approved by the CITY will not relieve the assignor of any liability under this AGREEMENT arising after the effective date of the assignment unless the CITY expressly and in writing releases the assignor, assignor will remain fully liable under the AGREEMENT during the entire unexpired term. The CITY will have forty-five (45) days to approve or disapprove any proposed sublease, assignment, or transfer submitted by CONCESSIONAIRE.

14. COMPLIANCE WITH LAW

A. Operation.

CONCESSIONAIRE must conduct all operations in accordance with, and comply with, and must cause all sub-leases, permittees, licensees, assignees, and/or concessionaires to conduct all operations in accordance with, and comply with, all federal, state, and local laws, ordinances, and rules and regulations applicable to the business, whether now in effect or hereafter adopted (including, without limitation, those of the City of Santa Fe Springs, the County of Los Angeles, the State of California, and the United States of America), including, but not limited to, compliance with all technical construction codes adopted by the City of Santa Fe Springs, and all rules and regulations adopted for the operation of the premises, to the extent CONCESSIONAIRE is able to control the conduct of third parties by means of reasonable efforts.

B. Correction.

If, however, any default cannot be physically corrected within thirty (30) days, and if the party in default has commenced to remedy the default promptly after the receipt of notice, and continuously and diligently proceeds in good faith to eliminate the default, then the period for correction will be extended as reasonably necessary to correct the default.

C. Notice of Default.

CITY will not be under any obligation to mail deliver, or serve any notice under this section to any person other than the CONCESSIONAIRE.

15. TERMINATION

Either party (CITY or CONCESSIONAIRE) may terminate this agreement, for any reason, upon thirty (30) days written notice to the respective person identified in this AGREEMENT. Additionally, the CITY may terminate this AGREEMENT for cause. "Cause" is defined as a violation of this AGREEMENT or of any City, State, or Federal law. If the CITY finds that it has cause to terminate the AGREEMENT, the CITY shall deliver written notice of such violation(s) to CONCESSIONAIRE. The CONCESSIONAIRE shall have the time, as identified in Section 14 (B), to cure the

violation(s). If CONCESSIONAIRE does not cure the violation, the CITY shall deliver a notice of termination to CONCESSIONAIRE.

16. NOTICES

A. All notices, requests, demands, or other communications under this AGREEMENT must be in writing. Notice will be sufficiently given for all purposes as follows:

- 1) Personal Delivery. When personally delivered to the recipient, notice is effective on delivery.
- 2) First-class Mail. When mailed first-class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.
- 3) Certified Mail. When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
- 4) Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- 5) Facsimile Transmission. When sent by facsimile transmission ("fax") to the last fax number of the recipient known to the party giving notice, notice is effective on receipt, provided that (1) a duplicate copy of the notice is given by first-class or certified mail or by overnight delivery, or (2) the receiving party delivers a written confirmation of receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purposes of giving notice are as follows:

<u>CONCESSIONAIRE:</u>	<u>CITY:</u>
Mr. Henry Hernandez 1020 S. Cypress, Suite "A" La Habra, CA 90631 Fax: (714) 773-4304	City of Santa Fe Springs Attn: Director of Community Services 9255 S. Pioneer Boulevard Santa Fe Springs, CA 90670 Fax: (562) 695-8620

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be deemed effective as of the first date the notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

C. Any party may change its address its address or fax number by giving the other party notice of the change in any manner permitted by this AGREEMENT.

17. AMENDMENTS AND MODIFICATIONS

This AGREEMENT may not be amended or modified in any way, except in writing signed by both parties.

18. APPROVALS BY THE CITY

No consent, approval, or satisfaction of the CITY, and no waiver by the CITY of any provision will be effective unless in writing specifically referring to this AGREEMENT and executed by the City Manager or his designee for the CITY; no consent, approval, or satisfaction with respect to this AGREEMENT will be inferred or implied from any other act or omission of the CITY or any agent or employee of the CITY. Similarly, unless expressly provided, no approval, consent, or other action taken by the CITY under or pursuant to this AGREEMENT will in any way restrict or diminish the rights, powers, or jurisdiction of the CITY, its City Council, its Commissions, and other agencies with respect to the governance of the premises and all improvements, business, and activities located on or conducted on the premises.

19. NOTICES

A. Exclusive.

No remedy or election provided by any provisions in this AGREEMENT will be deemed exclusive unless so indicated, but will whenever possible be cumulative with all other remedies in law or equity, except as otherwise specifically provided herein.

B. Covenant and Condition.

Each provision will be deemed both a covenant and condition.

C. Time and Essence.

Time is of the essence of this AGREEMENT and of each and every provision of this AGREEMENT where time is a factor.

D. Paragraph Headings.

The paragraph and subparagraph headings in this AGREEMENT are for convenience and reference only, and are not intended to and do not define, govern, limit, modify, or in any manner affect the scope, meaning or intent of any provision in this AGREEMENT.

E. Severability.

If any part of this AGREEMENT is found to be in conflict with applicable law, that part will be inoperative, null and void insofar as it is in conflict with the law, but the remainder of the AGREEMENT will remain in full force and effect.

F. Consent or Approval.

In the event any provision under this AGREEMENT requires or anticipates that either party make judgment, give consent or approval, or exercise discretion, that party agrees to do so reasonably and in good faith, with due diligence, except in those specific instances where an AGREEMENT provision specifically sets forth a different standard of approval, in which case the specific standard of that AGREEMENT provision will govern.

G. Jurisdiction.

This AGREEMENT will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the AGREEMENT will be in Los Angeles County, California.

H. Security.

CONCESSIONAIRE hereby acknowledges that the CITY has no obligation to provide security. CONCESSIONAIRE assumes all responsibility for the protection of the CONCESSIONAIRE, its employees, agents, invitees, customers, and property from acts of third parties.

I. Relationship.

Nothing contained in this AGREEMENT will be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association between the CITY and CONCESSIONAIRE or any other relationship other than Grantor and CONCESSIONAIRE.

J. Attorney's Fees.

If an action is instituted to enforce any provision or for damages by reason of an alleged breach of any provision of this AGREEMENT, the prevailing party will

be entitled to receive from the other party all costs and expenses and an amount as the court may adjudge to be reasonable attorneys' fees and costs.

K. Complete Understanding.

This AGREEMENT represents the full and complete understanding between the parties with respect to the subject matter. No verbal AGREEMENTS or representations or implied covenants will be held to vary the provisions of this AGREEMENT.

L. Further Assurances.

CONCESSIONAIRE and CITY will execute any and all additional papers, documents, and other assurances and will do any and all acts or things reasonably necessary in connection with the performance of their obligations to carry out the express intent of the parties to the AGREEMENT in a timely manner.

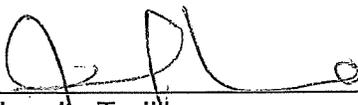
M. Force Majeure.

If the performance by CONCESSIONAIRE of any of its obligations or undertakings under this AGREEMENT is interrupted or delayed by an occurrence not occasioned by the conduct of either party to this AGREEMENT, whether that occurrence is an act of God or public enemy, or whether that occurrence is caused by war, riot, storm, earthquake, or other natural forces, or by the acts of anyone not a party to this AGREEMENT, then CONCESSIONAIRE will be excused from any further performance for whatever period of time after the occurrence is reasonably necessary to remedy the effects of the occurrence.

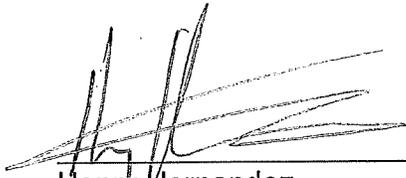
N. Exhibits.

All exhibits identified in this AGREEMENT are incorporated into the AGREEMENT by this reference.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on
the date first written above.

By 

Juanita Trujillo
Mayor of the City of Santa Fe Springs



Henry Hernandez
Concessionaire

ATTEST:



Anita Jimenez, CMC
City Clerk

APPROVED AS TO FORM:



Steve Skolnik
City Attorney

EXHIBIT "A" – SCOPE OF SERVICES

Facilities

The CONCESSIONAIRE will manage and administer the CITY's batting cages facility at Little Lake Park located at 10900 Pioneer Boulevard, Santa Fe Springs, CA at the north end of the park, adjacent the parking lot just east of Pioneer Boulevard. The batting cages opened in 1994 and has nine (9) batting stations. Five (5) stations have dual pitching machines, which allows the batter a choice of baseballs or softballs; two (2) stations are for solely fast pitch baseball and the remaining two (2) stations are fast pitch softball. Adjacent to the cages is a pitching and hitting area with three (3) separated bull pen areas that are ideal for private lessons. There is also an office building on the premises.

Maintenance

The CONCESSIONAIRE will maintain and perform all repairs to the facility, including maintenance of pitching machines, netting, timers, and lighting and will perform basic maintenance to the facility including walkways and seating areas, as well as trash removal.

Marketing

The CONCESSIONAIRE is responsible for the marketing of its programs and facility and all costs associated with said marketing, with the exception of the City's Quarterly Activities, Class Schedule & Programs Guide. CONCESSIONAIRE will be notified of the due dates for all information contained in the Quarterly Guide, and will be expected to submit information as required to meet the CITY's publication schedule.

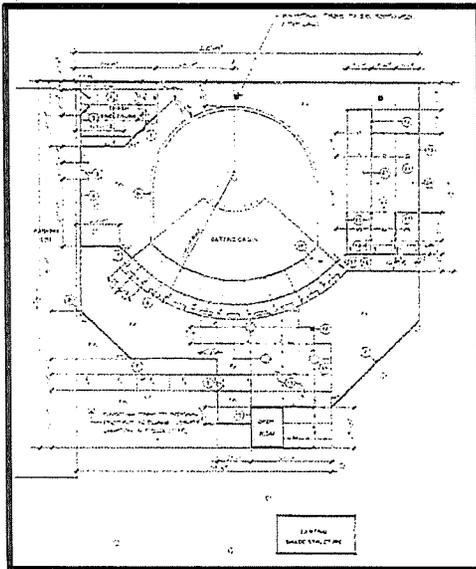
Capital Improvements

CONCESSIONAIRE is responsible for performing the following Capital Improvements to the batting cages facility at an estimated cost of \$74,259:

- Install new wheels on pitching machines
- Install two (2) new motors for pitching machines
- Install four (4) new feeders with motors
- Install nine (9) pinch rollers
- Paint pitching machines, canopy tent, and wrought iron fence
- Replacement balls, bats, and batting helmets
- Replacement of batting cage signage, including cage numbers and rules.

Exhibit "B"

LITTLE LAKE PARK "BATTING CAGES"



10900 Pioneer Boulevard, Santa Fe Springs, CA 90670



© 2014 Google

EXHIBIT "C" – PERFORMANCE OF SERVICES

Performance:

The Concessionaire shall perform the services in accordance with the provisions of these specifications in a professional, ethical, courteous, and orderly manner as a best effort to obtain and keep the confidence of the community.

Days and Hours of Operation:

DAY	HOURS OF OPERATION
Monday – Thursday	12:00 p.m. – 9:30 p.m.
Friday	12:00 p.m. – 10:00 p.m.
Saturday	9:00 a.m. – 7:00 p.m.
Sunday	10:00 a.m. – 7:00 p.m.

Charges:

Tokens will no longer be utilized. Users will rent the cage and pay for time (see below):

TIME	COST
10 minutes	\$8
15 minutes	\$12
20 minutes	\$15
30 minutes	\$20
60 minutes	\$35
90 minutes	\$55

Specialized hitting, pitching, and fielding instruction and clinics will also be offered by Mr. Hernandez and his staff. The pricing of these services will be comparable and competitive to other batting cages and baseball/softball academies.



City of Santa Fe Springs

City Council Meeting

November 12, 2020

NEW BUSINESS

Water Feature Maintenance Service Agreement-Approval of One Year Extension

RECOMMENDATION

- Approve Contract Amendment Number One with Payless Pool Service Company to extend the term of the Agreement for One Year; and
- Authorize the Mayor to execute Contract Amendment Number One.

BACKGROUND

The City Council, at their meeting of February 22, 2018, entered into a Service Agreement with Payless Pool Service Company for the Maintenance of the City's Water Features.

The original service agreement term with Payless Pool Service Company was for three years, with two, one-year extensions bringing the total length of the agreement to five years.

The service agreement is scheduled to expire on February 22, 2021. Staff is recommending that the City Council approve the first one-year extension, to February 22, 2022 due to effective service, responsiveness and quality work.

LEGAL REVIEW

The City Attorney's office has reviewed Contract Amendment Number One.

FISCAL IMPACT

Payless Pools Service Company will continue to provide water feature maintenance services to the 22 water features at no change to the contract amount (monthly rate of \$6,250) which is in the approved Public Works budget.

Raymond R. Cruz
City Manager

Attachments:

- Attachment No. 1: Amendment Number One
Attachment No. 2: Original Agreement

Report Submitted By: Noe Negrete
Director of Public Works

Date of Report: November 5, 2020

**AMENDMENT NUMBER ONE TO SERVICE AGREEMENT
BETWEEN THE CITY OF SANTA FE SPRINGS
AND PAYLESS POOL SERVICE COMPANY
FOR THE WATER FEATURE MAINTENANCE SERVICES**

This Amendment Number One ("Amendment") to the Service Agreement dated February 22, 2018 ("Agreement") is entered into by and between the City of Santa Fe Springs, a municipal corporation ("City"), and Payless Pool Service Company ("Contractor").

1. Pursuant to Section 2(B) of the Agreement, the parties agree to exercise the first extension option to extend the term of the Agreement for one year through February 22, 2022.

2. Except as amended herein, the terms and provisions of the Agreement shall remain in full force and effect.

The parties have caused this Amendment to be executed by and through their respective authorized officers.

CITY OF SANTA FE SPRINGS

PAYLESS POOL SERVICE COMPANY

William K. Rounds, Mayor

Ron Laskodi, Owner

Date

Date

ATTEST:

APROVED AS TO FORM:

Janet Martinez, City Clerk

Ivy M. Tsai, City Attorney

**CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
PAYLESS POOL SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 12TH day of April, 2018, ("Effective Date"), by and between the CITY OF SANTA FE SPRINGS, a municipal corporation ("City"), and Payless Pool Services, ("Consultant").

WITNESSETH:

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide water feature maintenance services, as more fully described herein; and

WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Scope of Services") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposals ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP ("Consultant's Proposal"), attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

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

1.6. Non-Exclusive Agreement. Consultant acknowledges that 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.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference (the "Fee

Water Feature Maintenance Services
Payless Pool Services

Schedule"). Consultant's total compensation shall not exceed six thousand, two hundred and fifty dollars (\$6,250) per month.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of thirty six (36) months, ending on April 11, 2021 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year terms based on performance and approval by the City Council

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single

limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Santa Fe Springs and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Santa Fe Springs shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

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

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

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

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

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Ron G. Laskodi
11642 Telegraph Road
Santa Fe Springs, CA 90670

IF TO CITY:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Tel: (562) 868-0511
Attn: Noe Negrete

COURTESY COPY TO:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attn: Travis Hickey, Finance Director

6.5. 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

Water Feature Maintenance Services
Payless Pool Services

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

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

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

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

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. 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 City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to

indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all

information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

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

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

6.21. Construction. The parties 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.

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

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

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

6.25. 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.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

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

**CONSULTANT
PAYLESS POOL SERVICES**

Ron Laskodi

Date: 4-27-18

R. Laskodi
Ron Laskodi, Owner

Social Security or Taxpayer ID Number

CITY OF SANTA FE SPRINGS

Jay Sarno
Jay Sarno, Mayor

Date: 4-30-18

ATTEST:
Janet Martinez
Janet Martinez, City Clerk

APPROVED AS TO FORM:

Yolanda M. Summerhill
Yolanda M. Summerhill, City Attorney

Date: 5/8/18

EXHIBIT A
SCOPE OF SERVICES

WATER FEATURE MAINTENANCE

SCOPE OF SERVICES

GENERAL PROVISIONS

A. Liability Insurance

The selected Contractor shall not commence work until all required insurance under this section has been obtained, and such insurance has been approved by the City.

1. Worker's Compensation Insurance

The Contractor shall take out and maintain Worker's Compensation Insurance for all Contractor's employees engaged as part of the required services and as required by the State of California.

No member of the City Council or any other official or authorized assistant, employee, or agent of the City shall be personally responsible for any damage resulting from the performance liability arising under the Agreement, or nonperformance, negligently, or intentionally of any portion of the services contracted.

2. Commercial General Liability Insurance

The Contractor shall take out and maintain during the life of the Agreement ("Agreement") such public liability and property damage insurance as shall protect him and the City from all claims for personal injury, including accidental death, as well as from claims for property damage arising from operations under the Agreement. The amount of such insurance shall be as hereinafter set forth.

As provided above, the Contractor shall take out and maintain public liability insurance for injuries, including accidental death to any one person, in an amount not less than One Million Dollars (\$1,000,000); and subject to the same limit for each person; on account of any one accident in an amount of not less than Two Million Dollars (\$2,000,000); and property damage insurance in an amount of not less than Five Hundred Thousand Dollars (\$500,000); Contractor's contingent or protective insurance for public liability and property damage in amounts not less than the respective amounts noted above.

3. Business Auto Liability Insurance

The Contractor shall carry and maintain insurance coverage for property damage resulting from the Contractor's operations, in the sum of not less than Two Million Dollars (\$2,000,000) resulting from any one occurrence, which may arise from the operation of the Contractor in the performance of the work that is provided herein. Said insurance coverage shall provide that Contractor and his/her insurers are primarily responsible for any claim which arises from Contractor's performance of the Agreement and that neither City nor any of its insurers shall be required to contribute to any such claim.

The Contractor shall during the life of the Agreement, keep on file with the Public Works Department evidence that the Contractor is fully and properly insured as set forth herein and which evidence shall be approved by the Director of Public Works as to form and sufficiency.

- f. Removal of all accumulated trash and debris
 - g. Cleaning of vault or equipment room and leaving area in a clean and professional manner
 - h. Backwashing of sand filters as needed
 - i. Cleaning and replacing of cartridge filters as needed
 - j. Checking the pH of the water
 - k. Adding chlorine to the chlorinator for algae and mosquito control
4. Submittal of weekly maintenance reports to the City Municipal Services Yard.
 5. Maintaining and monitoring of all timer controllers to City-furnished schedule and making necessary adjustments for "Daylight Savings Time".
 6. Documentation of recommended repairs in writing, as noted on maintenance reports.

B. SPECIAL SERVICES

1. Access to the fountains listed below require Confined Space Entry:
 - a. Veteran's Fountain
 - b. East Entry Fountain
 - c. West Entry Fountain
 - d. Villages Fountain
2. All confined space entries will comply with Cal-OSHA standards.
3. Complete water changes at all fountains shall be performed quarterly with proper documentation being forwarded to the Municipal Services Yard.
4. Annual cleaning of the pond at Heritage Park Native American Exhibit shall be performed and shall include removal of any loose rocks during cleaning and checking for cracks in the surface material. At the conclusion of cleaning, rocks shall be placed back into the pond. Pond shall also be filled at that time.
5. Performance of one additional cleaning per week at both the Clarke Estate Entry Fountain and Reflection Pool each Saturday beginning in early March and concluding at the end of November each year. The Saturday water feature cleaning shall be completed before 10:00 a.m. and is in addition to regular weekday cleaning.
6. Repairs are not a part of routine weekly maintenance and will be made at an additional cost to the City.

prior to assignment to the City. Failure to comply with this provision shall be grounds for termination of the Agreement, should an award be made.

F. EMERGENCY RESPONSE

The Contractor shall have the ability to provide personnel after normal work hours when an emergency maintenance condition or cleaning service issue may occur. Such work will be performed for additional compensation, unless the emergency cleaning service condition is created as a result of the Contractor's negligence. The Contractor shall respond within one (1) hour of notification by a City representative.

G. DISPOSAL OF DEBRIS

The Contractor shall promptly dispose of all debris accumulated as a result of maintenance and cleaning services. Disposal of debris shall be performed at no additional cost to the City and shall be considered to be included as part of the Contractor's services.

H. MODIFICATIONS TO THE SCOPE OF WORK

The City reserves the right to delete one or more water feature locations at any time during the term of the Agreement should the services at that water feature location(s) no longer be required.

EXHIBIT B
PROPOSAL

Submitted by: PAYLESS POOL CO.

PROPOSAL
FOR
WATER FEATURE MAINTENANCE SERVICES

To the Director of Public Works of the City of Santa Fe Springs, as City,

In accordance with the City's Request for Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor and incidentals required to perform the Water Feature Maintenance Services set forth in the Request for Bids and to perform all work in the manner and time described therein.

BIDDER declares that this **original** proposal is based on the Request for Bids, and all other applicable documents. If this proposal is accepted for award, BIDDER agrees to enter an Agreement with the City of Santa Fe Springs at the total lump sum price set forth in the following Bid Proposal.

BIDDER understands that a bid is required for the entire work, and that the Lump Sum price bid includes all appurtenant expenses, overhead, taxes, royalties and fees. Erasures or other changes must be noted over the signature of the BIDDER.

BIDDER'S INFORMATION:

R. Laskodi
Signature

RON B. LASKODI
Name (please print or type)

OWNER
Title

PAYLESS POOL SERVICES
Firm Name

11042 TELEGRAPH RD S.F.S.
Firm Address

562) 865-7576
Firm Business Phone No.

AMY LASKODI @ GMAIL
E-mail address

EXHIBIT C
FEE SCHEDULE

Submitted by: Payless Pool Co.

CITY OF SANTA FE SPRINGS

WATER FEATURE MAINTENANCE SERVICES

BID SCHEDULE

Water Feature	Monthly Fee
1. Veterans Fountain	\$ 450 -
2. East Entry Fountain	\$ 450 -
3. Gus Velasco Neighborhood Center Fountain	\$ 200 -
4. Heritage Park-Native American Exhibit	\$ 850 -
5. Heritage Park-Formal Garden	\$ 125 -
6. Heritage Park-Reservoir	\$ 250 -
7. Heritage Park-Tank House	\$ 125 -
8. Heritage Park-Abalone Fountain	\$ 125 -
9. Heritage Park-Conservatory	\$ 125 -
10. Sculpture Garden-Reflection Pond	\$ 500 -
11. Sculpture Garden-Geyser Fountain	\$ 175 -
12. Sculpture Garden-Founders Plaza Fountain	\$ 125 -
13. Food Court Fountain-North	\$ 175 -
14. Food Court Fountain-South	\$ 175 -
15. Heritage Drive-Step Fountain	\$ 150 -
16. Heritage Drive-Fountain North	\$ 150 -
17. Heritage Drive-Fountain South	\$ 150 -
18. Heritage Drive Fountain	\$ 150 -
19. Clarke Estate-Entry Fountain	\$ 200 -
20. Clarke Estate Reflection Pool	\$ 650 -
21. West Entry Fountain	\$ 500 -
22. Villages Fountain	\$ 450 -
Total Monthly Fees	\$ <u>6,250 -</u>

TOTAL ANNUAL BASE BID (TOTAL MONTHLY FEES X 12 MONTHS):

\$ 75,000 -

Submitted by: PROLESS POOL

CITY OF SANTA FE SPRINGS

**EXTRA WORK AND EMERGENCY CALL-OUT
WATER FEATURE MAINTENANCE SERVICES**

HOURLY RATE SCHEDULE

Employee Name, Title or Position	Labor Hourly Rate*
1. <u>JOHN FRANCIS ROUTE MANAGER</u>	\$ <u>95-</u>
2. <u>RYAN LASKOBI TECHNICIAN</u>	\$ <u>95-</u>
3. _____	\$ _____
4. _____	\$ _____

**Note: Equipment, supplies and materials shall be included in the Hourly Rates for Extra Work and Emergency Call-Out Water Feature Maintenance Services*



City of Santa Fe Springs

City Council Meeting

November 12, 2020

NEW BUSINESS

Bridge at Telegraph Road and Norwalk Boulevard – Funding for Purchase of LED Lighting

RECOMMENDATION

- Accept the bids;
- Appropriate \$28,495 from General Fund to a 9000 account; and
- Issue a purchase order in the amount of \$28,495 to Walters Wholesale Electric Co. of Santa Fe Springs, California.

BACKGROUND

The bridge on Telegraph Road and Norwalk Boulevard has existing incandescent lights along the outside of the bridge structure that illuminate at night. Currently staff has to manually change the lamps to accommodate changing the light color, in particular for the Paint the Town Pink event every October. Staff recommends purchasing and installing LED lighting and removing the existing lamps. The LED lighting is more intense and brighter as compared to the existing incandescent lighting. Furthermore, changing to this type of lighting would allow for different colors of lighting to coincide with the season/Holiday. The LED lights can be programmed to change color, saving staff time and materials as compared to having to change them manually each time. Last fiscal year, LED lighting was purchased for the bridge from bridge column to bridge column. This purchase will complete the lighting from abutment to abutment. The lights purchased from Walters Wholesale Electric Co. will match the previous lights purchased last fiscal year.

Three bids were received and reviewed by staff. The low bidder for the project was Walters Wholesale Electric Co., of Santa Fe Springs, California with a bid totaling \$28,495. The following represents the bids received and the amount of each bid:

<u>Company Name</u>	<u>Bid Amount</u>
1. Walters Wholesale Electric Co.	\$28,495.00
2. TNT Lighting Supplies	\$32,323.00
3. Ideal Lighting	\$37,731.96

The Department of Public Works has reviewed the bids and determined the low bid submitted by Walters Wholesale Electric Co., to be responsive and responsible.

FISCAL IMPACT

The total estimated cost to purchase the remaining LED lights for the bridge is \$28,495. This is a one-time expense to replace the existing incandescent lighting on the bridge. Each year staff changes the lights to a pink color to commemorate Paint the Town Pink for Breast Cancer Awareness. The approximate cost to furnish and install those lights each year is approximately \$8,000. The cost of the LED lights will be made up in approximately four years.

Report Submitted By: Noe Negrete
Director of Public Works

 Date of Report: November 5, 2020

INFRASTRUCTURE IMPACT

The installation of LED lighting will reduce the amount of maintenance on the bridge lights, and it will provide illumination at night for vehicular traffic and pedestrians. The ability to change colors automatically will be an aesthetic enhancement for the community.



Raymond R. Cruz
City Manager

Attachment:

Attachment No. 1: Bid from Walters Wholesale Electric Co.



WALTERS - SANTA FE SPRINGS
 11911 HAMDEN PLACE
 SANTA FE SPRINGS, CA 90670-3215
 562-949-0215
 Fax 714-784-1350

SOLD TO:

CITY OF SANTA FE SPRINGS
 11710 TELEGRAPH ROAD
 ATTN FINANCE
 SANTA FE SPRINGS, CA 90670-3679



Acknowledgement

ORDER DATE	ORDER NUMBER	PAGE NO.
10/20/2020	S116674878	1 of 1
CUST PO#:	2210004	
JOB/REL#:		

SHIP TO:

CITY OF SANTA FE SPRINGS
 11911 HAMDEN PL
 SANTA FE SPRINGS, CA 90670-3215

CUSTOMER NUMBER	CUSTOMER PHONE	ORDERED BY	SALESPERSON	
172475	562-868-0511	ABEL MERAZ	ANTHONY D. CONTRERAS 562-949-0215	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT EXEMPT
ANTHONY D. CONTRERAS 562-949-0215	DIRECT	MFG DISC 10TH, NET 25TH	10/20/2020	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
LOT	^LOT ITEM: ACOLYTE ACOLYTE This Lot Shipment Consists of:		28495.000	28495.00
<u>Order Qty</u> 550	<u>Description</u> RB0RGBWA68-4.4RGBWZ RIBBON PREFIX: RIBBONLYTE; CRI: STATIC COLORS, COLOR CHANGING; RIBBON TYPE + H2O: RGBW/A IP68; WATTAGE + COLOR: 4.4 RGB+3000K (SIDE MOUNT)			

Customer product returns for credit are subject to inspection and review prior to issuing credit. Material must be returned in resalable condition and all non-stock items are subject to restocking charges. All Walters Terms & Conditions of Sale Apply. Go to <https://tinyurl.com/Walters-Customer-TC>

Subtotal	28495.00
Shipping Chgs	0.00
Tax	0.00
Amount Due	28495.00