

# City of Corona

*400 S. Vicentia Ave.  
Corona, CA 92882*

## **City Council Meeting Agenda - Final-revised**

**Wednesday, September 1, 2021**

**Closed Session Council Board Room 4:30 PM  
Open Session Council Chambers 6:30 PM**



**CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF  
CORONA/CORONA PUBLIC FINANCING AUTHORITY/CORONA UTILITY  
AUTHORITY/CORONA HOUSING AUTHORITY MEETING**

**Jacque Casillas, Mayor  
Wes Speake, Vice Mayor  
Tony Daddario, Council Member  
Tom Richins, Council Member  
Jim Steiner, Council Member**



\*\*Revised agenda on August 30, 2021 at 2:19 p.m.

Item 27 - exhibits were revised and added.

Item 36 - although the item is still listed on the agenda, it has been pulled.

Revised agenda on August 31, 2021 at 3:50 p.m.

Item 27 - exhibit 6 was added.\*\*

## CONVENE CLOSED SESSION

### CITY COUNCIL

1. **CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS**  
Property Location: 815 W Sixth Street, Suite 160 (APN: 118-270-049)  
Agency Negotiator: Jacob Ellis, City Manager  
Negotiating Party: Inspire Life Skills Training, Inc.  
Under Negotiation: Price and Terms of Payment
2. **CLOSED SESSION - CONFERENCE WITH LABOR NEGOTIATORS**  
Pursuant to Government Code Section 54957.6  
Agency Designated Representative: Jacob Ellis, City Manager  
Employee Organizations: Corona General Employees Association, Corona Fire Association, Corona Police Employees Association, Corona Police Supervisors Association and Corona Supervisors Association
3. **CLOSED SESSION - CONFERENCE WITH LABOR NEGOTIATORS**  
Pursuant to Government Code Section 54957.6  
Agency Designated Representative: Jacob Ellis, City Manager  
Unrepresented Employee Group: Management/Confidential Group Employees
4. **CLOSED SESSION - CONFERENCE WITH LABOR NEGOTIATORS**  
Pursuant to Government Code Section 54957.6  
Agency Designated Representative: Jacob Ellis, City Manager  
Unrepresented Employee Group: Executive Group Employees
5. **CLOSED SESSION - PUBLIC EMPLOYEE PERFORMANCE EVALUATION**  
Pursuant to Government Code Section 54957  
Title: City Attorney/Legal & Risk Management Director

## INVOCATION - Jared Warner, The Church of Jesus Christ of Latter-day Saints

*The invocation may be offered by a person of any religion, faith, belief or non-belief, as well as Council Members.*



*A list of volunteers is maintained by the City Clerk and interested persons should contact the Clerk for further information.*

## PLEDGE OF ALLEGIANCE

## CONVENE OPEN SESSION

*Individuals wishing to address the City Council are requested to complete a speaker card available at the rear of the Council Chambers. Please deliver the card to the City Clerk prior to the item being heard by the City Council or, for items not listed on the agenda, before the "Communications" section of the agenda is called. Please observe a three-minute limit for communications and please note that the Communications section of the agenda is limited to items within the subject matter jurisdiction of the City Council that are not listed on the agenda. Once called upon to speak, you are requested to state your name and city of residence for the record.*

## PROCLAMATIONS/RECOGNITIONS/PRESENTATIONS

6. [Proclamation: Childhood Cancer Awareness Month](#)
7. [Presentation: Norco College - State of the College](#)
8. [Presentation: Western Municipal Water District Update](#)
9. [Presentation: Covid-19 Update](#)

## MEETING MINUTES

10. **MINUTES** - [Approval of Minutes for the City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, Corona Housing Authority City Council Meeting of August 4, 2021.](#)
11. **MINUTES** - [Approval of Minutes for the City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, Corona Housing Authority Committee of the Whole Meeting of August 11, 2021.](#)

## CONSENT CALENDAR

*All items listed on the Consent Calendar are considered to be routine matters, status reports or documents covering previous City Council action. The items listed on the Consent Calendar may be enacted in one motion. With the concurrence of the City Council, a Council Member or any person in attendance may request that an item be removed for further consideration.*

12. **FINANCIAL REPORT** - [City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, and Corona Housing Authority to receive and file the Monthly Fiscal Report for the month of June 2021.](#)



13. **FINANCIAL REPORT** - [City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, and Corona Housing Authority to receive and file the Monthly Investment Portfolio Report for the month of June 2021.](#)
14. **LEGISLATIVE MATTER - SECOND READING** - [City Council adoption of Ordinance No. 3334, second reading of an ordinance of the City of Corona, California, adopting a Mitigated Negative Declaration and Mitigated Monitoring and Reporting Program and approving an amendment to the El Cerrito Specific Plan \(SP91-02\) to allow cold storage warehouse in Planning Areas 1 and 2 of the Light Industrial Zone designation. \(SPA2021-0001\)](#)
15. **LEGISLATIVE MATTER - SECOND READING** - [City Council adoption of Ordinance No. 3335, second reading of an ordinance of the City of Corona, California, approving a change of zone on 17.02 acres from \(Agricultural\) to R-3 \(Multiple Family Residential\) on 08.07 acres and to C-3 \(General Commercial\) on 8.95 acres on property located at the southwest side of Foothill Parkway across from the Intersection at Chase Drive. \(CZ2020-0002\)](#)
16. **AGREEMENT** - [Release of Grading Securities for the remedial grading completed at 1541 Sherborn Street.](#)

**That the City Council** release the Grading Securities posted by NH Sherborn Street Industrial Property Owner, LLC, a Delaware limited liability company for the property located at 1541 Sherborn Street (Bond No. 800022596 and R24976).

17. **AGREEMENT** - [Assignment, Assumption, and Consent Agreements and Subordination Agreement relating to River Run Senior Apartments between Avanath River Run, LP and the City of Corona Housing Authority.](#)

**That the Board Members** approve the transfer of ownership and authorize the Executive Director to execute the following agreements and all associated documents in furtherance of this action.

- a. Assignment, Assumption, and Consent Agreement relating to River Run Senior Apartments Amended and Restated Affordable Housing Agreement.
- b. Assignment and Assumption of Regulatory Agreement and Declaration of Restrictive Covenants relating to River Run Senior Apartments Project.
- c. Subordination Agreement Governmental Entity for Regulatory Agreement.



**18. AGREEMENT - [School Resource Officer Agreement between the City of Corona and Corona Norco Unified School District.](#)**

**That the City Council** approve the School Resource Officer Agreement between the City of Corona and Corona Norco Unified School District for a five-year term ending June 30, 2026.

**19. AGREEMENT - [Third Amendment to the Street Light/Traffic Signal Maintenance Agreement between the Eagle Glen Master Homeowners Association and the City of Corona.](#)**

**That the City Council:**

- a. Approve the Third Amendment to the Street Light/Traffic Signal Maintenance Agreement between the City and Eagle Glen Master Homeowners Association.
- b. Authorize the City Manager to execute the Third Amendment to the Street Light/Traffic Signal Maintenance Agreement between the City and Eagle Glen Master Homeowners Association.
- c. Authorize the City Attorney to make any minor, non-substantive modifications to the Amendment.

**20. BID & PURCHASE - [Purchase one Urban Search and Rescue Fire Apparatus utilizing the cooperative purchasing program of the Houston-Galveston Area Council of Governments, Contract Number FS12-19.](#)**

**That the City Council:**

- a. Authorize the Purchasing Manager to issue a purchase order to Kovatch Mobile Equipment in the amount of \$963,905 for the purchase of one (1) Urban Search and Rescue Fire Apparatus.
- b. Authorize the City Manager, or his designee, to approve change orders up to 10% or \$96,390 as authorized by [Corona Municipal Code Section 3.08.080\(I\)](#).
- c. Make a determination under [Corona Municipal Code Section 3.08.140\(C\)](#) that competitive bidding has been satisfied based upon the reasons provided in this agenda report.
- d. Authorize an appropriation of \$1,060,295 from the General Fund Measure X Reserve (Public Safety) to the Vehicle Procurement Capital Improvement Project No. 6834.

**21. BID & PURCHASE - [Award of Contract to L.R. Landscaping, Inc. and Tropical Plaza Nursery, Inc. for On-Call Emergency Landscape Services.](#)**



**That the City Council:**

- a. Award contract for RFP21-058AC to L.R. Landscaping, Inc. for on-call emergency landscape services for a two-year contract with an optional extension for two (2) years to renew with total compensation not to exceed the amount of \$500,000 per Fiscal Year.
- b. Award contract for RFP21-058AC to Tropical Plaza Nursery, Inc. for on-call emergency landscape services for a two-year contract with an optional extension for two (2) years to renew with total compensation not to exceed the amount of \$175,000 per Fiscal Year.
- c. Authorize the City Manager, or his designee, to execute the On-Call Emergency Services Maintenance and General Services Agreement with L.R. Landscaping, Inc., and Tropical Plaza Nursery, Inc., and to approve necessary non-substantive change orders or amendments up to ten percent of the contract amount.
- d. Authorize the Purchasing Agent to issue yearly purchase orders to L.R. Landscaping, Inc and Tropical Plaza Nursery, Inc. in accordance with the duly authorized and executed agreements, change orders, amendments, and renewals.

**22. BID & PURCHASE - [Purchase three \(3\) Paramedic Rescue Squad Trucks utilizing the National Purchasing Partners Contract # PS20225 Cooperative Contract.](#)****That the City Council:**

- a. Authorize the Purchasing Manager to issue a purchase order to Fouts Brothers Fire Equipment in the amount of \$627,567 to purchase three (3) Paramedic Rescue Squad Trucks.
- b. Authorize the City Manager, or his designee, to approve change orders up to 10% or \$62,757 as authorized by Corona Municipal Code Section [3.08.080\(I\)](#).
- c. Make a determination under Corona Municipal Code Section [3.08.140\(C\)](#) that competitive bidding has been satisfied based upon the reasons provided in this agenda report.
- d. Authorize a one-time appropriation of \$90,324 from the General Fund to the Vehicle Procurement Capital Improvement Project No. 6834.

**23. BID & PURCHASE - [Authorize a Professional Services Agreement with Royal Industrial Solutions for purchase of Allen-Bradley hardware products.](#)**



**That the:**

- a. City Council authorize the City Manager, or his designee, to execute a Professional Services Agreement with Royal Industrial Solutions of Riverside, CA for \$1,000,000 per year through June 30, 2026, for technical services and purchases of Allen-Bradley products.
- b. City Council authorize the Purchasing Manager to issue a purchase order to Royal Industrial Solutions of Riverside, CA, in the amount of \$1,000,000 per year through June 30, 2026.
- c. City Council authorize the City Manager, or his designee, to negotiate and execute non-substantive extensions, change orders, and amendments up to \$100,000 as authorized in Corona Municipal Code Section [3.08.080\(I\)](#).
- d. City Council make a determination under Corona Municipal Code Section [3.08.140\(E\)](#) that competitive bidding is not required for this purchase based upon the reasons provided in the "Basis for Exception to Competitive Bidding" section of this agenda report.
- e. Corona Utility Authority review, ratify, and to the extent necessary, direct the City Council to take the above actions.

**24. BID & PURCHASE - [Award of Contract to Synagro-WWT, Inc. for Class B Biosolids End Use Services.](#)****That the:**

- a. City Council award Request for Proposal 21-084HC for Class B Biosolids End Use to Synagro-WWT, Inc., of Baltimore, MD, for an initial two-year contract term ending June 30, 2023, with 2 optional 1-year extensions for \$1,800,000 per fiscal year.
- b. City Council authorize the City Manager, or his designee, to execute an Agreement for Removal, Transportation, and Disposal of Class B Biosolids with Synagro-WWT, Inc., for an initial two-year contract term ending June 30, 2023, with two optional 1-year extensions for \$1,800,000 per fiscal year.
- c. City Council authorize the General Manager and City Attorney, or their designees, to negotiate and execute non-substantive extensions, change orders, and amendments up to \$180,000 or 10% as authorized in Corona Municipal Code Section [3.08.060\(J\)](#).
- d. City Council authorize the Purchasing Manager to issue purchase orders to Synagro-WWT, Inc., in the amount of \$1,800,000 per year for Fiscal Years 2022 and 2023 for the initial agreement term ending June 30, 2023.



- e. Corona Utility Authority review, ratify, and to the extent necessary, direct the City Council to take the above actions.

**25. BID & PURCHASE** - [Award Contract to Best Drilling and Pump, Inc., Layne Christensen Company, Legend Pump and Well Service, Inc., and Weber Water Resources CA, LLC. for Well and Booster Pump Services.](#)

**That the:**

- a. City Council award Request for Proposals 21-081AC for On-call Well and Booster Pump Services to the following contractors for an initial contract term ending June 30, 2023, with two optional 2-year extensions.
  - Best Drilling and Pump, Inc. of Colton, CA for \$500,000
  - Layne Christensen Company of Redlands, CA for \$500,000
  - Legend Pump and Well Service, Inc. of San Bernardino, CA for \$500,000
  - Weber Water Resources CA, LLC of Riverside, CA for \$500,000
- b. City Council authorize the City Manager, or his designee, to negotiate and execute Maintenance/General Services Agreements to the aforementioned contractors for an initial contract term ending June 30, 2023, with two optional 2-year extensions.
- c. City Council authorize the General Manager and City Attorney, or their designees, to negotiate and execute non-substantive extensions, change orders, and amendments up to 10% or \$50,000 of the original contract amount as authorized in Corona Municipal Code Section [3.08.060\(J\)](#).
- d. City Council authorize the Purchasing Manager to issue purchase orders to the aforementioned contractors for the initial term beginning September 1, 2021.
- e. Corona Utility Authority review, ratify, and to the extent necessary, direct the City Council to take the above actions.

**26. REPORT** - [Personnel Report providing employee updates and details on various recruitment transactions.](#)

**That the City Council** receive and file the Personnel Report for employee updates and recruitment transactions.

**27. RESOLUTION** - [Nationwide Plan Documents - Deferred Compensation, Adoption Agreement, Post Employment Health Plan, and ProAccount Documents.](#)

**That the City Council:**

- a. Designate the City Manager, or his designee, as the Plan Administrator for deferred compensation policies.



- b. Adopt Resolution No. 2021-090 to approve 457(B) Deferred Compensation Plan Document provided by Nationwide and repeal Resolution No. 2017-049.
- c. Approve the Adoption Agreement provided by Nationwide.
- d. Approve the Trust for the City of Corona Post Employment Health Plan provided by Nationwide.
- e. Approve the ProAccount document for managed accounts provided by Nationwide.

**28. RESOLUTION - [Resolution approving and attesting to the veracity of the 2020 Power Source Disclosure Program Annual Report and associated Power Content Label to the California Energy Commission for the year ending December 31, 2020.](#)**

**That the City Council** adopt Resolution No. 2021-103, approving and attesting to the veracity of the 2020 Power Source Disclosure Program Annual Report and associated Power Content Label to the California Energy Commission for the year ending December 31, 2020.

**29. RESOLUTION - [Resolution declaring the City's intention to annex territory to Community Facilities District No. 2016-3 \(Maintenance Services\) and adopting a map of the area proposed to be annexed thereto \(Annexation No. 30\).](#)**

**That the City Council** adopt Resolution No. 2021-106, declaring intention to annex territory to Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona, and adopting a map of the area proposed to be annexed thereto (Annexation No. 30).

**30. RESOLUTION - [Resolution accepting the grant agreement from the State of California Department of Alcoholic Beverage Control 2021-2022 Alcohol Policing Partnership Program.](#)**

**That the City Council:**

- a. Adopt Resolution No. 2021-107, accepting and appropriating \$50,142 from the State of California Department of Alcoholic Beverage Control 2021-2022 Alcohol Policing Partnership Program.
- b. Appropriate \$50,142 of one-time money from the unappropriated General Fund Balance and increase the General Fund estimated revenue by the same amount to be reimbursed from the State of California Department of Alcohol Beverage Control 2021-2022 Alcohol Policing Partnership Program.



- c. Authorize the City Manager, or his designee, to execute the grant documents and any other related documents, amendments, and agreements consistent with or in furtherance of the City Council's actions hereunder.

**31. AGREEMENT - [Corona Supervisors Association - Side Letter.](#)**

**That the City Council** approve the Side Letter of Agreement Extending the 2019-2021 Memorandum of Understanding between the City of Corona and the Corona Supervisors Association to November 15, 2021.

## COMMUNICATIONS FROM THE PUBLIC

*Persons wishing to address the City Council are requested to state their name and city of residence for the record. This portion of the agenda is intended for general public comment only, which means it is limited to items within the subject matter jurisdiction of the City Council that are not listed on the agenda. Please note that state law prohibits the City Council from discussing or taking action on items not listed on the agenda. The City Council will appreciate your cooperation in keeping your comments brief. Please observe a three-minute limit for communications.*

## PUBLIC HEARINGS

*This portion of the agenda is for advertised public hearing items where formal public testimony on each individual item is accepted prior to City Council action.*

**32. PUBLIC HEARING - [Public Hearing and Election for Annexation Proceedings for Annexation No. 27 into Community Facilities District No. 2016-3 \(Maintenance Services\).](#)**

**That the City Council:**

- a. Adopt Resolution No. 2021-104, calling a special election and submitting to the qualified electors of the territory proposed to be annexed to Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona the question of levying special taxes within the territory proposed to be annexed (Annexation No. 27).
- b. Adopt Resolution No. 2021-105, declaring the results of the special election for Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona on the proposition of the annual levy of special taxes within the territory proposed to be annexed to said Community Facilities District to pay the costs of certain services to be provided by the Community Facilities District, determining that the territory proposed to be annexed is added to and part of said Community Facilities District with full legal effect (Annexation No. 27).

**33. PUBLIC HEARING - [Public Hearing and Resolution amending the Electric Energy Rules and Regulations and the Schedule of Use/Service Fees for the provision of Electric Energy to permit Generating Facility Interconnections and Net Energy Metering.](#)**



**That the City Council:**

- a. Hold a public hearing regarding the updated Electric Energy Schedule of User/Service Fees.
- b. Adopt Resolution No. 2021-102, amending the Electric Energy Rules and Regulations and Schedule of User/Service Fees for the Provision of Electric Energy to permit generator facility interconnections and Net Energy Metering.

**ADMINISTRATIVE REPORTS**

*This portion of the agenda is for Council discussion and action on staff reports and new topics that may not be routine status reports, or documents covering previous City Council action.*

**LEGISLATIVE MATTERS**

*This portion of the agenda is for proposed ordinances presented for the City Council's consideration.*

- 34. LEGISLATIVE MATTER** - [City Council consideration of a letter in opposition to the proposed Conditional Use Permit \(No. 200032\) for Higher Point Cannabis at 646 Paseo Grande, Corona, CA 91720.](#)

**BOARDS AND COMMISSIONS – REPORTS FROM CITY COUNCIL, COMMISSIONERS, AND STAFF FOR THE:**

*This portion of the agenda lists items from Commissions and Boards.*

A) Planning & Housing Commission

B) Parks & Recreation Commission

C) Regional Meetings

- 35. REGIONAL MEETING REPORT** - [Update from Vice Mayor Wes Speake on the Riverside County Transportation Commission \(RCTC\) I-15 Ad Hoc Meeting of August 23, 2021.](#)

- 36. REGIONAL MEETING REPORT** - [Update from Vice Mayor Wes Speake on the Southern California Association of Governments \(SCAG\) Government Advisory Panel Meeting of August 27, 2021.](#)

**CITY ATTORNEY'S REPORTS AND COMMENTS****CITY MANAGER'S REPORTS AND COMMENTS****CITY COUNCIL MEMBER REPORTS AND COMMENTS**



**37. CITY COUNCIL MEMBER REPORT - [Advance Travel Request for Vice Mayor Wes Speake to attend the 2021 League of California Cities Annual Conference and Expo.](#)**

**That the City Council** approve the advance travel request for Vice Mayor Wes Speake to attend the 2021 League of California Cities Annual Conference and Expo. The estimated total cost for the requested trip is \$1,570 which includes, event registration, meals, lodging, and airfare.

**FUTURE AGENDA ITEMS**

*This portion of the agenda is for items requested by the Mayor or Council Members for consideration at a future meeting. No immediate action is taken on Future Agenda items; this section serves to highlight topics that will be considered at upcoming meetings. Council action on items that have appeared in this section takes place under Administrative Reports, when accompanied by a staff report.*

1. Parkridge & Main Redevelopment Update (J. Steiner) September 15, 2021
2. No parking zones on street sweeping days (J. Steiner) September 29, 2021
3. SR-91 and I-15 Traffic Congestion Mitigation Options (T. Richins) October 27, 2021
4. Historic Preservation Code Revisions (W. Speake) TBD
5. Consideration of Civic Center Fountain Renovation (W. Speake) TBD
6. Options for Paving the Overlook Area (W. Speake) TBD
7. Wild Pig Depredation (J. Casillas) TBD
8. Non-Profit/Sponsored Utility Box Wraps (W. Speake) TBD

**ADJOURNMENT**

*The next regular meeting of the City Council/Successor Agency to the Redevelopment Agency of the City of Corona/Corona Public Financing Authority/Corona Utility Authority/Corona Housing Authority is scheduled for Wednesday, September 15, 2021 at 4:30 P.M. or thereafter as noted on the posted agenda for closed session items in the City Council Board Room followed by the regular meeting at 6:30 p.m. or thereafter as noted on the posted agenda in the City Council Chambers.*

*Corona City Hall - Online, All the Time at [www.CoronaCA.gov](http://www.CoronaCA.gov)*

*Agendas for all City Council meetings are posted at least 72 hours prior to the meeting in the entry way display case at City Hall. A complete agenda packet is available for public inspection during business hours at the City Clerk's Office. Any materials relating to an item on the agenda which are distributed to all, or a majority of all, members of the City Council after the posting of the agenda will also be available at the same time for public inspection during business hours at the City Clerk's Office.*

*Written communications from the public for the agenda must be received by the City Clerk's Office seven (7) days prior to the City Council meeting.*

*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting,*



*please contact the ADA Coordinator at (951) 736-2235. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.*

*Meeting is Being Recorded*



# City of Corona

*400 S. Vicentia Ave.  
Corona, CA 92882*

## City Council Minutes - Draft

**Wednesday, August 4, 2021**

**Closed Session Council Board Room 4:30 PM  
Open Session Council Chambers 6:30 PM**



**CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF  
CORONA/CORONA PUBLIC FINANCING AUTHORITY/CORONA UTILITY  
AUTHORITY/CORONA HOUSING AUTHORITY MEETING**

**Jacque Casillas, Mayor  
Wes Speake, Vice Mayor  
Tony Daddario, Council Member  
Tom Richins, Council Member  
Jim Steiner, Council Member**



## CONVENE CLOSED SESSION

Closed Session convened at 4:42 p.m. for the purposes listed below. Present were Mayor Casillas, Vice Mayor Speake, Council Member Daddario, Council Member Richins, and Council Member Steiner. Mayor Casillas left Closed Session at 5:20 p.m. Closed Session adjourned at 6:13 p.m.

## CITY COUNCIL

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Pursuant to Government Code Section 54956.8  
Property Location: 725 S. Main Street (APN: 117-191-011)  
Agency Negotiator: Jacob Ellis, City Manager  
Negotiating Party: E Ticket LLC, Corona 725 LLC, 725 Main Street Investor LLC  
Under Negotiation: Price and Terms of Payment
2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Name of Case: City of Corona v. DD&E, LLC, et al.  
Case Number: Riverside County Superior Court Case No. CVRI 2000548 and San Diego County Superior Court Case No. 37-2021-00016700-CU-EI-CTL
3. CONFERENCE WITH LABOR NEGOTIATORS  
Pursuant to Government Code Section 54957.6  
Agency Designated Representative: Jacob Ellis, City Manager  
Employee Organizations: Corona General Employees Association, Corona Fire Association, Corona Police Employees Association, Corona Police Supervisors Association and Corona Supervisors Association

### Rollcall

**Present:** 4 - Wes Speake, Tony Daddario, Tom Richins, and Jim Steiner

**Absent:** 1 - Jacque Casillas

## INVOCATION - Pastor Ron King, New Hope Family Worship Center

The Invocation was led by Pastor Ron King.

## PLEDGE OF ALLEGIANCE - Christopher and Annalese Arroyo

The Pledge of Allegiance was led by Christopher and Annalese Arroyo.

## CONVENE OPEN SESSION

Vice Mayor Speake called the meeting to order at 6:33 p.m.



## PROCLAMATIONS/RECOGNITIONS/PRESENTATIONS

**4.** Recognition: Inland Empire "Players of the Year"

The Inland Empire Players of the Year accepted their recognitions.

**5.** Presentation: Youth Scholarship Program

Anne Turner, Community Services Director, provided an update on the Youth Scholarship Program.

**6.** Presentation: Covid-19 Update

Battalion Chief Willson provided an update.

Chris Bainum, resident, addressed the Council regarding the Covid-19 update.

## MEETING MINUTES

**A motion was made by Council Member Daddario, seconded by Council Member Steiner, that these Minutes be approved. The motion carried by the following vote:**

**Aye:** 4 - Speake, Daddario, Richins, and Steiner

**Absent:** 1 - Casillas

**7.** Approval of Minutes for the City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, Corona Housing Authority Committee of the Whole Meeting of July 14, 2021.

**These Minutes were approved.**

**8.** Approval of Minutes for the City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, Corona Housing Authority City Council Meeting of July 21, 2021.

**These Minutes were approved.**

## CONSENT CALENDAR

**A motion was made by Council Member Steiner, seconded by Council Member Daddario, that the Consent Calendar be approved, with the exception of Items 10 and 13, which were voted on separately. The motion carried by the following vote:**

**Aye:** 4 - Speake, Daddario, Richins, and Steiner

**Absent:** 1 - Casillas

**9.** Improvement Agreements and approve security substitutions associated with Lots 2 through 4 of Tract Map 37030.



**This Agreement was approved.**

- 10.** Third Amendment to the Maintenance/General Services Agreement with MV Transportation, Inc., for Contracted Fixed Route/Corona Dial-A-Ride (Paratransit) Transportation Services, to include an additional third renewal option year.

Savat Khamphou, Public Works Director, announced that there was a typographical error in section "a." of the recommended actions, the amount should be \$2,206,007.

**A motion was made by Council Member Daddario, seconded by Council Member Richins, that this Agreement be approved. The motion carried by the following vote:**

**Aye:** 4 - Speake, Daddario, Richins, and Steiner

**Absent:** 1 - Casillas

- 11.** Assignment and Assumption of the Fee and Infrastructure Agreement between the City of Corona and Gateway Business Park, LLC to Gold Coast Properties. (Applicant: Gold Coast Properties CA 1, LLC)

**This Agreement was approved.**

- 12.** Approval of Final Map and Public Improvement Agreement for Tract Map 37719.

**This Agreement was approved.**

- 13.** Fiscal Year 2022 Homeless Solutions Annual Action Plan.

Karen Roper, Administrative Services Manager, provided a staff report. The Council discussed the item and had inquiries. Ms. Roper and Robert Newman, Chief of Police, provided clarification.

The following residents addressed the Council to express support with the proposed item: Joe Morgan and Chris Bainum.

**A motion was made by Council Member Steiner, seconded by Council Member Richins, that this Agreement be approved. The motion carried by the following vote:**

**Aye:** 4 - Speake, Daddario, Richins, and Steiner

**Absent:** 1 - Casillas

- 14.** First Amendment to the Professional Services Agreement with Hinderliter, de Llamas and Associates to provide a merit-based review of storefront cannabis businesses.

**This Agreement was approved.**

- 15.** Information Technology Service Agreement with CDW-G for Citrix Workspace Licensing and Support.

**This Agreement was approved.**

- 16.** Information Technology Service Agreement with Esri for GIS Licensing, Maintenance,



and Support.

**This Agreement was approved.**

- 17.** Authorization of a Purchase Order with Staples Advantage for the purchase of office supplies and related materials.

**This Bid & Purchase was approved.**

- 18.** Fiscal Year 2021 Quarter 4 Budgetary Adjustments.

**This Budgetary was approved.**

- 19.** Personnel Report providing employee updates and details on various recruitment transactions.

**This Report was received and filed.**

- 20.** Resolution declaring intention to annex territory to Community Facilities District No. 2016-3 (Maintenance Services) and adopting a map of the area proposed to be annexed thereto (Annexation No. 29).

**This Resolution was adopted.**

- 21.** Resolution authorizing the annual destruction of certain obsolete City records.

**This Resolution was adopted.**

- 22.** Resolution adopting the Electric Utility Physical Security Plan as required by the California Public Utilities Commission.

**This Resolution was adopted.**

## **COMMUNICATIONS FROM THE PUBLIC**

Joe Morgan, resident, addressed the Council and expressed concerns regarding Closed Session.

## **PUBLIC HEARINGS**

Vice Mayor Speake recused himself from Items 24 through 28, due to his investments with the partner of this project. He left the Council Chambers at 7:39 p.m. and returned at 7:52 p.m.

- 23.** Specific Plan Amendment 2021-0001 to the El Cerrito Specific Plan (SP91-2) to allow cold storage warehouse operations in Planning Areas 1 and 2 of the Light Industrial Zone located at the northwest corner of Temescal Canyon Road and Tom Barnes Drive.

Vice Mayor Speake opened the Public Hearing. Sylvia Edwards, City Clerk, stated there was no correspondence received regarding the Public Hearing. Joe Morgan, resident, addressed the Council in support of the proposed item. Vice Mayor Speake closed the



Public Hearing.

**A motion was made by Council Member Richins, seconded by Council Member Steiner, that this Public Hearing be approved. The motion carried by the following vote:**

**Aye:** 4 - Speake, Daddario, Richins, and Steiner

**Absent:** 1 - Casillas

- 24.** Change of Zone 2020-0002 is an application to change the zoning on 17.02 acres from Agricultural to the R-3, Multiple Family Residential Zone on 8.07 acres and C-3, General Commercial Zone on 8.95 acres located on the southwest side of Foothill Parkway across from the intersection at Chase Drive. (Applicant: GF Investments, Inc)

Council Member Richins opened the Public Hearing. Sylvia Edwards, City Clerk, stated there was one email received in support of the Public Hearing and it will be filed with the Minutes. The following residents addressed the Council in support of the proposed item: Dave Seltzer, Michael Shay, Tony Finaldi, and Joe Morgan. Council Member Richins closed the Public Hearing.

**A motion was made by Council Member Steiner, seconded by Council Member Daddario, that this Public Hearing be approved. The motion carried by the following vote:**

**Aye:** 3 - Daddario, Richins, and Steiner

**Absent:** 1 - Casillas

**Recused:** 1 - Speake

- 25.** General Plan Amendment 2020-0003 to amend the General Plan land use designation of 17.02 acres from Low Density Residential (3 to 6 dwelling units per acre) to Medium Density Residential (6 to 15 dwelling units per acre) on 8.07 acres and to General Commercial on 8.95 acres located on the southwest side of Foothill Parkway across from the intersection at Chase Drive. (Applicant: GF Investments, Inc.)

Council Member Richins opened the Public Hearing. Sylvia Edwards, City Clerk, stated there was no correspondence received regarding the Public Hearing. Council Member Richins closed the Public Hearing.

**A motion was made by Council Member Daddario, seconded by Council Member Steiner, that this Public Hearing be approved. The motion carried by the following vote:**

**Aye:** 3 - Daddario, Richins, and Steiner

**Absent:** 1 - Casillas

**Recused:** 1 - Speake

- 26.** Tentative Tract Map 37691 to subdivide 17.02 acres into two lots for condominium purposes in the C-3, General Commercial Zone and R-3, Multiple Family Residential Zone, located on the southwest side of Foothill Parkway across from the intersection at Chase Drive. (Applicant: GF Investments, Inc.) (NOT AN ADVERTISED PUBLIC HEARING)



**A motion was made by Council Member Steiner, seconded by Council Member Daddario, that this Public Hearing be approved. The motion carried by the following vote:**

**Aye:** 3 - Daddario, Richins, and Steiner

**Absent:** 1 - Casillas

**Recused:** 1 - Speake

- 27.** Precise Plan 2020-0005 for the review of 25,715 square feet of commercial retail, service and eating establishments on 8.95 acres in the C-3, General Commercial Zone located on the southwest side of Foothill Parkway across from the intersection at Chase Drive. (Applicant: GF Investments, Inc.) (NOT AN ADVERTISED PUBLIC HEARING)

**A motion was made by Council Member Daddario, seconded by Council Member Steiner, that this Public Hearing be approved. The motion carried by the following vote:**

**Aye:** 3 - Daddario, Richins, and Steiner

**Absent:** 1 - Casillas

**Recused:** 1 - Speake

- 28.** Conditional Use Permit 2020-0001 to establish 78 attached residential condominiums on 8.07 acres in the R-3, Multiple Family Residential Zone located on the southwest side of Foothill Parkway across from the intersection at Chase Drive. (Applicant: GF Investments, Inc.) (NOT AN ADVERTISED PUBLIC HEARING)

**A motion was made by Council Member Daddario, seconded by Council Member Richins, that this Public Hearing be approved. The motion carried by the following vote:**

**Aye:** 3 - Daddario, Richins, and Steiner

**Absent:** 1 - Casillas

**Recused:** 1 - Speake

## ADMINISTRATIVE REPORTS

- 29.** Fiscal Year 2021 Quarter 4 Update.

Kim Sitton, Finance Director, provided an update. The Council discussed the item and had inquiries. Ms. Sitton provided clarification.

Joe Morgan, resident, addressed the Council to thank Ms. Sitton for her presentation.

- 30.** Installation of additional Route Shield Pavement Markings at the Cajalco Road and Interstate 15 freeway southbound on-ramp.

Rosalva Ureno, City Traffic Engineer, provided a report. The Council discussed the item and had inquiries. Ms. Ureno and Savat Khamphou, Public Works Director, provided clarification. The Council unanimously agreed on Option 2 and Year 1, minus



Dos Lagos.

Joe Morgan, resident, addressed the Council regarding the proposed item.

## **LEGISLATIVE MATTERS**

None.

## **BOARDS AND COMMISSIONS – REPORTS FROM CITY COUNCIL, COMMISSIONERS, AND STAFF FOR THE:**

### **A) Planning & Housing Commission**

None.

### **B) Parks & Recreation Commission**

None.

### **C) Regional Meetings**

- 31.** Update from Council Member Jim Steiner on the Riverside Transit Agency (RTA) Board Meeting of July 22, 2021.

Council Member Steiner provided an update.

Council Member Daddario left the Council Chambers at 8:24 p.m. and returned at 8:26 p.m.

- 32.** Update from Mayor Jacque Casillas on the Western Riverside Council of Governments (WRCOG) Meeting of August 2, 2021.

The update was not provided due to the Mayor's absence.

## **CITY ATTORNEY'S REPORTS AND COMMENTS**

None.

## **CITY MANAGER'S REPORTS AND COMMENTS**

None.

## **CITY COUNCIL MEMBER REPORTS AND COMMENTS**

Council Member Richins commented on the minimum amount of graffiti in District 3 and commended Anne Turner, Community Services Director, and her team. He acknowledged the passing of Anthony Barajas and Rylee Goodrich. Council Member Richins thanked the citizens for their support to the families and to the Police Department for their hard work on the case.



Council Member Daddario provided statistical information regarding the graffiti removal in the City. He reported he toured the wash area in District 2. He announced the last concert of the Summer Concerts on the Green scheduled for August 5, 2021, with Stone Soul performing. Council Member Daddario echoed the sentiments of Council Member Richins. He sent his sympathy to the families of Anthony Barajas and Rylee Goodrich, and thanked the Police Department for their hard work.

Council Member Steiner acknowledged and thanked Sergeant Richard Avila for his retirement after 31 years of service. He sent his condolences to the families of Anthony Barajas and Rylee Goodrich. Council Member Steiner acknowledged the Police Department, firefighters, paramedics, TIP volunteers, and theater volunteers at the scene.

Council Member Speake provided an overview of the following: meeting with UC Berkley professor regarding Greenhouse Gas Emissions; meeting with Senator Roth and his staff regarding SB 9, AB 1401, and AB 215; last Night Market on August 9, 2021; last concert of the Summer Concerts on August 5, 2021; Open House at Station 5 Community for Wildfire Preparedness Plan; short power outage on August 2, 2021; and National Night Out on August 3, 2021. He sent his sympathy to the families of Anthony Barajas and Rylee Goodrich and acknowledged all the responders.

**33. Designation of Voting Delegate for the 2021 League of California Cities Annual Conference.**

The Council nominated Vice Mayor Speake as the Voting Delegate and Council Member Daddario as the alternate.

**A motion was made by Council Member Richins, seconded by Council Member Steiner, that this Council Member Report be approved. The motion carried by the following vote:**

**Aye:** 4 - Speake, Daddario, Richins, and Steiner

**Absent:** 1 - Casillas

## **FUTURE AGENDA ITEMS**

1. Grainger/Fastenal Purchasing Evaluation (T. Richins) August 11, 2021
2. Collette Avenue Parking Options (J. Casillas) August 11, 2021
3. Parkridge & Main Redevelopment Update (J. Steiner) September 15, 2021
4. No parking zones on street sweeping days (J. Steiner) September 29, 2021
5. SR-91 and I-15 Traffic Congestion Mitigation Options (T. Richins) October 27, 2021
6. Historic Preservation Code Revisions (W. Speake) TBD



7. Consideration of Civic Center Fountain Renovation (W. Speake) TBD

8. Options for Paving the Overlook Area (W. Speake) TBD

9. Wild Pig Depredation (J. Casillas) TBD

## **ADJOURNMENT**

The next scheduled meeting of the Council is the Committee of the Whole on August 11, 2021. Vice Mayor Speake adjourned the meeting at 8:39 p.m. in honor of Anthony Barajas and Rylee Goodrich.



# City of Corona

*400 S. Vicentia Ave.  
Corona, CA 92882*

## Committee of the Whole Minutes - Draft

**Wednesday, August 11, 2021**

**Council Chambers 4:00 PM**



**CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF  
CORONA/CORONA PUBLIC FINANCING AUTHORITY/CORONA UTILITY  
AUTHORITY/CORONA HOUSING AUTHORITY MEETING**

**Jacque Casillas, Mayor  
Wes Speake, Vice Mayor  
Tony Daddario, Council Member  
Tom Richins, Council Member  
Jim Steiner, Council Member**



**Rollcall**

**Present:** 5 - Jacque Casillas, Wes Speake, Tony Daddario, Tom Richins and Jim Steiner

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mayor Casillas.

**CONVENE OPEN SESSION**

Mayor Casillas called the meeting to order at 4:01 p.m.

**COMMUNICATIONS FROM THE PUBLIC**

None.

**AGENDA ITEMS****1. Update on the Solid Waste and Recycling Program.**

William Carrasco, Recycling and Program Analyst, introduced the item and provided a presentation highlighting the following: Recap of 202 Summer Workshop, Solid Waste Legislation Timeline, Current Requirements for Businesses, Program Overview, and Non-Compliance Process.

The Council discussed the presentation and had inquiries. Mr. Carrasco, Tom Moody, General Manager, and Jacqueline Zukeran, Business Manager, provided clarification.

The following residents addressed the Council regarding the update: Joe Morgan and Chris Bainum.

**The following item was taken out of order.****4. On-street Parking Discussion for Collett Avenue.**

Savat Khamphou, Public Works Director, and Rosalva Ureno, City Traffic Engineer, provided a presentation highlighting the following: Resident Concerns, The Monterey Apartments, 2008 Traffic Study, The Monterey Apartment Onsite Parking Requirements, The Monterey Apartments Onsite Parking Fees, Proposed On Street Parking on Collett Avenue, Collett Avenue Line of Sight Analysis, Proposed On-street Parking, Cross-Sections at Driveways, Cost Estimate, and Pros & Cons.

Craig Siqueland, Planning & Housing Commission Chair, provided comments regarding the presentation.

The Council discussed the item and had inquiries. Mr. Khamphou, Ms. Ureno, Dave Powers, Sares Regis Group, and Jacob Ellis, City Manager, provided clarification.



The following residents addressed the Council regarding the update: Brittney Outzen, Daniel Aguirre, Joe Morgan, Samantha Jackson, Zane Rodriguez, and Dave Rysewky.

**2. Purchasing Update Maintenance, Repair & Operations (MRO) Category Expenditures.**

Kim Sitton, Finance Director, introduced the item and provided a presentation highlighting the following: Consortiums; Purchasing Strategy Factors for Maintenance, Repair and Operations (MRO); MRO Purchasing Process; Current MRO Metrics; Higher Price Items Comparative Analysis 2020-21; Highest Volume Items Comparative Analysis FY20-21; and Next Steps.

The Council discussed the presentation and had inquiries. Ms. Sitton, Jacob Ellis, City Manager, and Roger Bradley, Assistant City Manager, provided clarification.

The following residents addressed the Council regarding the update: Chris Bainum and Joe Morgan.

Council Member Daddario left the Council Chambers at 5:50 p.m. and returned at 5:53 p.m.

**3. Corona Trails Master Plan - Phase I.**

Anne Turner, Community Services Director, introduced the item and provided a presentation highlighting the following: Building a City of Trails, Plan Goals, Existing Trails and Paths, Potential Trail Designs, Plan Outreach, and Recommendations and Phase II Goals.

Michelle Wentworth, Parks and Recreation Commission Chair, and Craig Siqueland, Planning and Housing Commission Chair, provided comments.

The Council discussed the presentation and provided comments.

Chris Bainum, resident, addressed the Council to provide comments regarding the update.

## **ADJOURNMENT**

The next scheduled meeting of the Council is September 1, 2021. Mayor Casillas adjourned the meeting at 6:48 p.m.





## MEMORANDUM

**September 1, 2021**

**TO:** City Clerk

**FROM:** Kim Sitton  
Finance Director

**SUBJECT:** Monthly Fiscal Report, June 2021

Pursuant to CMC Section 2.28.010 (D) the attached report provides an accounting of all receipts, disbursements and fund balances for the month of June 2021, subject to final audit.

Prepared By:

Reviewed By:

DocuSigned by:

*Lee Kim*

Financial Analyst

DS

DocuSigned by:

*Christine Thompson*

Accounting Manager

Respectfully submitted:

DocuSigned by:

*Kim Sitton*

Finance Director

DocuSigned by:

*Roger Bradley*

Assistant City Manager

DocuSigned by:

*Chad Willardson*

City Treasurer

Attachment





## CITY OF CORONA

## Receipts and Disbursements

JUNE 30, 2021

DESCRIPTION	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
Balance Per Bank - Bank of America	\$ 4,661,126.00	\$ 48,068,491.30	\$ 49,110,904.65	\$ 3,618,712.65
Deposits in Transit	524,187.05	679,508.84	524,187.05	679,508.84
Outstanding Checks	(2,606,962.05)	2,606,962.05	589,023.21	(589,023.21)
Fiscal Agents	20,299,984.78	2,736,164.21	571,139.18	22,465,009.81
Investments	349,266,599.29	43,880,447.40	30,966,525.15	362,180,521.54
Unrealized Investment Gain (Loss)	0.00	5,919,574.41	0.00	5,919,574.41
Change Fund	10,148.00	0.00	0.00	10,148.00
Returned Checks	0.00	165,052.99	141,990.59	23,062.40
Credit Card Reconciling Items- Fees	(1,995.72)	1,995.72	2,068.73	(2,068.73)
<b>TOTAL</b>	<b>\$ 372,153,087.35</b>	<b>\$ 104,058,196.92</b>	<b>\$ 81,905,838.56</b>	<b>\$ 394,305,445.71</b>

\*For information purposes only

*Subject to final audit*





**CITY OF CORONA**  
**Cash Balance By Fund**  
**JUNE 30, 2021**

General Fund		\$ 112,558,690.92
Special Revenue Funds		
Gas Tax	7,938,102.85	
Measure A	17,918,170.59	
Trip Reduction	1,294,440.79	
Asset Forfeiture	702,365.24	
Development	26,006,187.30	
Residential Refuse/Recycling	(17,714.99)	
Landscape and Streetlight Maintenance	23,152,197.27	
Other Grants and Endowments	883,362.77	77,877,111.82
Debt Service Funds		
Public Financing Authority	6.27	6.27
Capital Project Funds		
Housing/Community Development	(986,490.92)	
Planned Local Drainage	230,369.95	
Other Grants	(5,251,589.26)	
Public Facility Project	(5,797,591.78)	
Corona Housing Authority	10,428,236.78	(1,377,065.23)
Enterprise Funds		
Water Utility	33,273,855.50	
Water Reclamation Utility	78,798,591.46	
Transit	1,286,352.24	
Electric Utility	24,237,272.63	
Airport	1,185,991.56	138,782,063.39
Internal Service Funds		
Fleet Operations	6,880,746.36	
Workers' Compensation	25,132,131.79	
Liability Risk	692,192.22	
Warehouse Services	461,675.49	
Information Technology	5,321,526.00	38,488,271.86
Fiduciary Funds		
AD & CFD Bond Funds	14,356,260.24	
AB109 PACT	24,613.55	
Successor Agency	13,595,492.89	27,976,366.68
Total All Funds		<u>\$ 394,305,445.71</u>

*Subject to final audit*





**CITY OF CORONA**  
**Cash Status Report**  
**JUNE 30, 2021**

ACCOUNTS	ENDING BANK BAL	DEPOSITS IN TRANSIT	OUTSTANDING CHECKS	MISCELLANEOUS RECONCILING ITEMS	RECONCILED BALANCES
LAIF	\$ 55,503,319.19	\$ -	\$ -	\$ -	\$ 55,503,319.19
Investment Account	306,677,202.35				306,677,202.35
Investment Total	362,180,521.54				362,180,521.54
General Account - Bank of America	3,401,308.50	506,808.23	(498,909.81)	20,993.67	3,430,200.59
Worker's Comp Account - Bank of America	217,404.15	172,700.61	(90,113.40)		299,991.36
Fiscal Agent Accounts	22,465,009.81				22,465,009.81
Unrealized Investments Gain (Loss)	5,919,574.41				5,919,574.41
Petty Cash	10,148.00				10,148.00
BALANCE PER BOOKS OF CITY TREASURER & FINANCE DIRECTOR	\$ 394,193,966.41	\$ 679,508.84	\$ (589,023.21)	\$ 20,993.67	394,305,445.71
GENERAL LEDGER GRAND TOTAL					<u>\$ 394,305,445.71</u>
Subject to final audit					





**CITY OF CORONA**  
**Investment Portfolio Report**  
**JUNE 30, 2021**

INVESTMENTS	PAR VALUE	MARKET VALUE	BOOK VALUE	PERCENT OF PORTFOLIO
ABS	27,916,245.16	28,045,570.51	27,947,717.44	7.72%
Agency	86,770,000.00	88,541,988.30	87,246,082.90	24.09%
CMO	20,104,512.59	21,004,033.95	20,564,146.73	5.68%
Commercial Paper	-	-	-	0.00%
Corporate	68,837,000.00	71,228,033.30	69,000,162.51	19.05%
LAIF	55,503,319.19	55,503,319.19	55,503,319.19	15.32%
Money Market Fund FI	1,021,833.26	1,021,833.26	1,021,833.39	0.28%
Municipal Bonds	3,385,000.00	3,571,378.10	3,462,753.45	0.96%
Negotiable CD	500,000.00	500,183.50	499,999.98	0.14%
Supranational	20,290,000.00	20,327,651.70	20,154,267.65	5.56%
US Treasury	76,650,000.00	78,351,498.90	76,780,238.30	21.20%
<b>TOTAL PORTFOLIO</b>	<b>\$ 360,977,910.20</b>	<b>\$ 368,095,490.71</b>	<b>\$ 362,180,521.54</b>	<b>100.00%</b>

Average Daily Balance

*Subject to final audit*





## City of Corona Investment Portfolio Report Month Ending June 30, 2021

In accordance with the City Investment Policy, a monthly investment report shall be filed with the City Council which provides a clear picture of the status of the current investments. The report for the month ending June 30, 2021 has been prepared by Chandler Asset Management. We hereby certify that this report accurately reflects all pooled investments and is in compliance with the City's Investment Policy. Combined with anticipated revenues, the portfolio contains sufficient investment liquidity to meet budgeted expenditures for the next six months.

### SUBMITTED BY:

DocuSigned by:

Chad T. Willardson  
City Treasurer

DocuSigned by:

Kim Sitton  
Finance Director

DocuSigned by:

Roger Bradley  
Assistant City Manager

### REVIEWED BY:

DocuSigned by:

Christine Thompson  
Accounting Manager

Beginning balance May 31, 2021		\$	349,266,599
Acquisitions / Additions:			
Agency Notes	\$	-	
US Corporate Notes		12,401,284	
LAIF		22,100,000	
Money Market Fund		(813,815)	\$ 33,687,469
Dispositions / Withdrawals:			
Agency Notes	\$	3,244,071	
US Corporate Notes		5,505,420	
LAIF		10,000,000	
Money Market Fund		2,189,625	\$ 20,939,116
Gain/(Loss) on Dispositions		\$	165,569
Ending balance, June 30, 2021		\$	<u>362,180,521</u>





# City of Corona Consolidated - Account #10003

## MONTHLY ACCOUNT STATEMENT

JUNE 1, 2021 THROUGH JUNE 30, 2021

### Chandler Team:

For questions about your account, please call (800) 317-4747,  
or contact [operations@chandlerasset.com](mailto:operations@chandlerasset.com)

### Custodian

Bank of New York Mellon  
Lauren Dehner  
(904) 645-1918

**CHANDLER** ASSET MANAGEMENT  
[chandlerasset.com](http://chandlerasset.com)

*Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.*



## City of Corona Consolidated

Account #10003

## Portfolio Summary

As of June 30, 2021



## PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.22
Average Coupon	1.51%
Average Purchase YTM	1.42%
Average Market YTM	0.47%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.47 yrs
Average Life	2.27 yrs

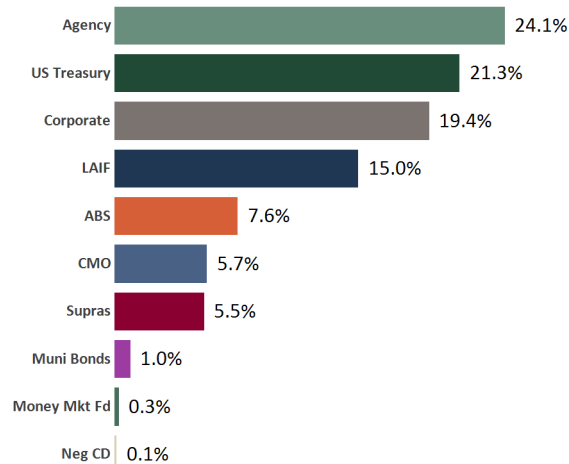
## ACCOUNT SUMMARY

	Beg. Values as of 5/31/21	End Values as of 6/30/21
Market Value	356,449,709	368,095,491
Accrued Interest	1,302,706	1,112,586
Total Market Value	<b>357,752,415</b>	<b>369,208,077</b>
Income Earned	467,766	458,234
Cont/WD		0
Par	348,153,519	360,977,910
Book Value	349,266,599	362,180,521
Cost Value	349,266,599	362,180,521

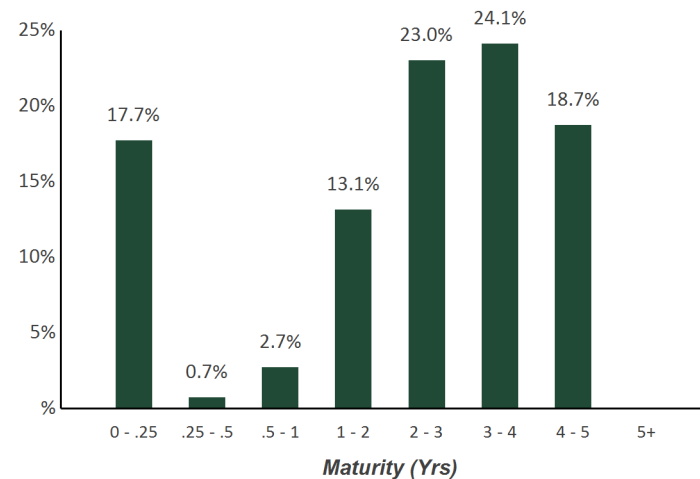
## TOP ISSUERS

Government of United States	21.3%
Local Agency Investment Fund	15.0%
Federal Home Loan Mortgage Corp	12.9%
Federal National Mortgage Assoc	10.2%
Federal Home Loan Bank	6.7%
Inter-American Dev Bank	3.8%
Intl Bank Recon and Development	1.7%
JP Morgan Chase & Co	1.6%
<b>Total</b>	<b>73.2%</b>

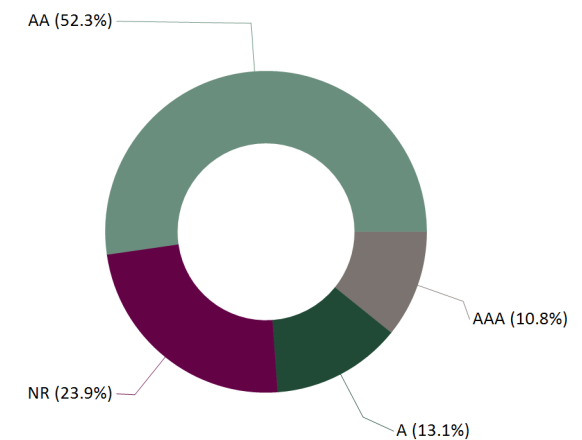
## SECTOR ALLOCATION



## MATURITY DISTRIBUTION



## CREDIT QUALITY (S&amp;P)





# Statement of Compliance

As of June 30, 2021



## City of Corona Consolidated

*This portfolio is a consolidation of assets managed by Chandler Asset Management and assets managed internally by Client. Chandler relies on Client to provide accurate information for reporting assets and producing this compliance statement.*

Category	Standard	Comment
U.S. Treasury Issues	No limitations	<i>Complies</i>
Federal Agencies	75% maximum; Federal agency or US government-sponsored enterprise obligations, participations, or other instruments, including those issued or fully guaranteed as to principal or interest by federal agencies or US government-sponsored enterprises.	<i>Complies</i>
Municipal Securities	"A" rated or better by a NRSRO; 25% maximum; 5% max per issuer; Bonds issued by the City, including Bonds payable solely out of revenue from a revenue producing property owned, controlled or operated by the City; Bonds, Notes or other evidence of indebtedness of any local agency within California, or state warrants, or Treasury Notes or Bonds of California; Bonds, Notes or other evidence of indebtedness in any of the other 49 states, in addition to California.	<i>Complies</i>
Supranationals	"AA" rated or better by a NRSRO; 10% max per issuer; Washington D.C. based issuers: IADB, IBRD, and IFC	<i>Complies</i>
Banker's Acceptances	20% maximum; 5% per issuer; 25% max per institution; 180 days max maturity	<i>Complies</i>
Commercial Paper	"A-1/P-1" rating for issuer's Commercial Paper; "A2/A" or higher rating on long term debt; 25% maximum; 5% max per issuer; 10% max of the issuer's outstanding paper; 270 days max maturity; U.S. domiciled corporations with assets > \$500 million	<i>Complies</i>
Medium Term Notes	"A" rated or better by NRSRO; 30% maximum; 5% max per issuer; Issued by corporations; U.S. domiciled corporations or U.S. licensed depository	<i>Complies</i>
Negotiable Certificates of Deposit	"A-1/P-1" or better short term debt rating; and "A2/A" or better long term debt rating; 20% maximum; 5% max per issuer; 3 years max maturity; May not exceed shareholder's equity of issuing bank or net worth of issuing S&L or Federal Association; Issued by a nationally or state chartered bank, a federal association, or a state licensed branch of a foreign owned bank (insured by federal government)	<i>Complies</i>
Mutual Funds and Money Market Mutual Funds	Highest rating or "AAA" rated by two NRSROs; SEC registered investment adviser with AUM >\$500 million and experience > 5 years; 20% maximum; 10% max per one Mutual Fund; 20% maximum in Money Market Mutual Funds; 20% maximum in Mutual Funds and Money Market Mutual Fund	<i>Complies</i>
Asset-Backed, Mortgage-Backed Pass Through Securities, Collateralized Mortgage Obligations (Non-Government Issued)	"AA" or rating category or better by a NRSRO; 15% maximum; 5% max per issuer; Non-Government issued	<i>Complies</i>
Repurchase Agreements	10% maximum; 5% max per issuer; 14 days max maturity; 102% collateral or greater with securities permitted in the policy; Not used by investment adviser	<i>Complies</i>
Local Agency Investment Fund (LAIF)	Limit set by LAIF; State of California Local Agency Investment Fund (LAIF) or other Local Government Investment Pools established by public entities; Not used by investment adviser	<i>Complies</i>
Prohibited	Reverse Repurchase Agreements, Zero coupon bonds, Futures and Option Contracts; Zero coupon bonds	<i>Complies</i>
Max Per Issuer	5% per issuer (except US Government, its Agencies and instrumentalities, Money Market Mutual Funds, and LAIF)	<i>Complies</i>
Maximum maturity	5 years	<i>Complies</i>



## City of Corona Consolidated

Account #10003

## Holdings Report

As of June 30, 2021



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>ABS</b>									
43815HAC1	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	336,220.11	08/21/2018 2.98%	336,173.98 336,173.98	100.52 0.30%	337,964.42 275.51	0.09% 1,790.44	Aaa / NR AAA	1.15 0.20
89238TAD5	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	468,791.65	07/25/2019 2.31%	473,754.25 473,754.25	100.40 0.26%	470,655.56 616.72	0.13% (3,098.69)	Aaa / AAA NR	1.21 0.15
47788EAC2	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	273,487.29	07/18/2018 3.10%	273,466.56 273,466.56	100.51 0.14%	274,894.11 374.37	0.07% 1,427.55	Aaa / NR AAA	1.38 0.17
58770FAC6	Mercedes Benz Auto Lease Trust 2020- A A3 1.84% Due 12/15/2022	1,050,000.00	01/21/2020 1.85%	1,049,861.61 1,049,861.61	100.73 0.20%	1,057,689.15 858.67	0.29% 7,827.54	Aaa / AAA NR	1.46 0.45
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	1,209,768.88	08/27/2019 1.90%	1,234,956.65 1,234,956.65	101.15 0.18%	1,223,730.85 1,564.63	0.33% (11,225.80)	Aaa / NR AAA	2.05 0.42
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	1,898,532.22	08/20/2019 1.79%	1,898,516.46 1,898,516.46	100.92 0.23%	1,916,012.01 1,501.95	0.52% 17,495.55	Aaa / AAA NR	2.13 0.59
58769EAC2	Mercedes-Benz Auto Lease Trust 2020- B A3 0.4% Due 11/15/2023	975,000.00	09/15/2020 0.40%	974,950.57 974,950.57	100.18 0.25%	976,728.68 173.33	0.26% 1,778.11	NR / AAA AAA	2.38 1.16
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	709,445.01	07/16/2019 2.23%	709,294.39 709,294.39	101.30 0.09%	718,695.46 696.83	0.19% 9,401.07	Aaa / NR AAA	2.46 0.61
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,390,000.00	10/01/2019 1.95%	1,389,892.83 1,389,892.83	101.41 0.22%	1,409,633.75 823.96	0.38% 19,740.92	NR / AAA AAA	2.81 0.82
44891VAC5	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	1,900,000.00	06/08/2021 0.34%	1,899,715.00 1,899,715.00	99.82 0.43%	1,896,536.30 261.25	0.51% (3,178.70)	Aaa / AAA NR	2.97 1.89
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,170,000.00	10/16/2019 1.94%	2,169,885.42 2,169,885.42	101.24 0.29%	2,196,988.29 1,861.38	0.60% 27,102.87	Aaa / AAA NR	3.04 0.76
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	980,000.00	05/18/2020 0.83%	979,922.87 979,922.87	100.64 0.27%	986,286.70 357.16	0.27% 6,363.83	Aaa / AAA NR	3.04 1.15
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	2,065,000.00	Various 1.00%	2,069,450.34 2,069,450.34	100.77 0.34%	2,080,894.31 1,009.55	0.56% 11,443.97	Aaa / NR AAA	3.13 1.01



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<b>ABS</b>									
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	1,625,000.00	09/22/2020 0.38%	1,624,761.29 1,624,761.29	100.13 0.28%	1,627,089.75 217.12	0.44% 2,328.46	NR / AAA AAA	3.30 1.43
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	740,000.00	07/14/2020 0.52%	739,887.22 739,887.22	100.25 0.29%	741,835.94 167.73	0.20% 1,948.72	Aaa / NR AAA	3.38 1.13
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,290,000.00	10/06/2020 0.36%	1,289,759.67 1,289,759.67	100.09 0.28%	1,291,171.32 200.67	0.35% 1,411.65	NR / AAA AAA	3.55 1.32
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	2,260,000.00	08/04/2020 0.48%	2,259,525.40 2,259,525.40	100.27 0.30%	2,266,077.14 324.56	0.61% 6,551.74	Aaa / NR AAA	3.65 1.58
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	770,000.00	02/17/2021 0.27%	769,985.91 769,985.91	99.93 0.32%	769,456.38 57.75	0.21% (529.53)	Aaa / NR AAA	3.81 1.49
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	1,640,000.00	10/20/2020 0.39%	1,639,622.31 1,639,622.31	100.07 0.34%	1,641,090.60 276.98	0.44% 1,468.29	NR / AAA AAA	3.88 1.76
89240BAC2	Toyota Auto Receivables Owners 2021- A A3 0.26% Due 5/15/2025	2,825,000.00	02/02/2021 0.27%	2,824,475.68 2,824,475.68	99.91 0.32%	2,822,559.20 326.44	0.76% (1,916.48)	Aaa / NR AAA	3.88 1.58
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	1,340,000.00	04/20/2021 0.38%	1,339,859.03 1,339,859.03	99.97 0.40%	1,339,580.59 226.31	0.36% (278.44)	NR / AAA AAA	4.21 2.11
<b>Total ABS</b>		<b>27,916,245.16</b>	<b>0.99%</b>	<b>27,947,717.44</b> <b>27,947,717.44</b>	<b>0.29%</b>	<b>28,045,570.51</b> <b>12,172.87</b>	<b>7.60%</b> <b>97,853.07</b>	<b>Aaa / AAA</b> <b>AAA</b>	<b>3.06</b> <b>1.19</b>
<b>AGENCY</b>									
3130A8QS5	FHLB Note 1.125% Due 7/14/2021	2,900,000.00	10/04/2016 1.33%	2,873,204.00 2,873,204.00	100.04 0.13%	2,901,125.20 15,134.38	0.79% 27,921.20	Aaa / AA+ AAA	0.04 0.04
3137EAEC9	FHLMC Note 1.125% Due 8/12/2021	2,375,000.00	09/26/2016 1.28%	2,357,520.00 2,357,520.00	100.12 0.08%	2,377,880.88 10,316.41	0.65% 20,360.88	Aaa / AA+ AAA	0.12 0.12
3130AF5B9	FHLB Note 3% Due 10/12/2021	2,500,000.00	11/29/2018 2.91%	2,506,300.00 2,506,300.00	100.83 0.08%	2,520,687.50 16,458.33	0.69% 14,387.50	Aaa / AA+ NR	0.28 0.28
3135G0T94	FNMA Note 2.375% Due 1/19/2023	5,500,000.00	04/11/2018 2.71%	5,418,930.00 5,418,930.00	103.37 0.20%	5,685,421.50 58,781.25	1.56% 266,491.50	Aaa / AA+ AAA	1.56 1.52



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<b>AGENCY</b>									
3137EAEN5	FHLMC Note 2.75% Due 6/19/2023	4,550,000.00	Various 2.86%	4,527,967.50 4,527,967.50	104.91 0.25%	4,773,254.85 4,170.84	1.29% 245,287.35	Aaa / AA+ AAA	1.97 1.93
3130A0F70	FHLB Note 3.375% Due 12/8/2023	3,500,000.00	01/16/2019 2.73%	3,602,165.00 3,602,165.00	107.34 0.35%	3,757,054.00 7,546.88	1.02% 154,889.00	Aaa / AA+ AAA	2.44 2.36
3130A0XE5	FHLB Note 3.25% Due 3/8/2024	1,000,000.00	03/28/2019 2.27%	1,045,410.00 1,045,410.00	107.56 0.42%	1,075,581.00 10,201.39	0.29% 30,171.00	Aaa / AA+ NR	2.69 2.57
3130AB3H7	FHLB Note 2.375% Due 3/8/2024	4,000,000.00	04/29/2019 2.37%	4,000,280.00 4,000,280.00	105.49 0.32%	4,219,584.00 29,819.44	1.15% 219,304.00	Aaa / AA+ NR	2.69 2.60
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	5,500,000.00	Various 1.95%	5,740,000.40 5,740,000.40	106.99 0.49%	5,884,477.51 7,467.02	1.60% 144,477.11	Aaa / AA+ NR	2.96 2.85
3130A2UW4	FHLB Note 2.875% Due 9/13/2024	4,000,000.00	09/13/2019 1.79%	4,206,760.00 4,206,760.00	107.44 0.53%	4,297,600.00 34,500.00	1.17% 90,840.00	Aaa / AA+ AAA	3.21 3.06
3135G0W66	FNMA Note 1.625% Due 10/15/2024	3,500,000.00	Various 1.21%	3,564,275.00 3,564,275.00	103.59 0.52%	3,625,657.00 12,006.94	0.99% 61,382.00	Aaa / AA+ AAA	3.30 3.20
3135G0X24	FNMA Note 1.625% Due 1/7/2025	4,220,000.00	Various 1.30%	4,282,878.20 4,282,878.20	103.56 0.60%	4,370,345.94 33,144.58	1.19% 87,467.74	Aaa / AA+ AAA	3.53 3.40
3137EAEP0	FHLMC Note 1.5% Due 2/12/2025	6,575,000.00	02/13/2020 1.52%	6,569,937.25 6,569,937.25	103.21 0.60%	6,785,912.85 38,080.21	1.85% 215,975.60	Aaa / AA+ AAA	3.62 3.51
3135G03U5	FNMA Note 0.625% Due 4/22/2025	5,270,000.00	04/22/2020 0.67%	5,259,143.80 5,259,143.80	99.91 0.65%	5,265,394.02 6,313.02	1.43% 6,250.22	Aaa / AA+ AAA	3.81 3.76
3135G04Z3	FNMA Note 0.5% Due 6/17/2025	6,200,000.00	Various 0.51%	6,196,731.90 6,196,731.90	99.41 0.65%	6,163,494.40 1,205.55	1.67% (33,237.50)	Aaa / AA+ AAA	3.97 3.92
3137EAEU9	FHLMC Note 0.375% Due 7/21/2025	6,300,000.00	Various 0.45%	6,277,899.60 6,277,899.60	98.63 0.72%	6,213,696.30 10,500.00	1.69% (64,203.30)	Aaa / AA+ AAA	4.06 4.01
3135G05X7	FNMA Note 0.375% Due 8/25/2025	6,285,000.00	Various 0.46%	6,260,439.20 6,260,439.20	98.56 0.73%	6,194,345.16 8,249.06	1.68% (66,094.04)	Aaa / AA+ AAA	4.16 4.10
3137EAEX3	FHLMC Note 0.375% Due 9/23/2025	6,295,000.00	Various 0.44%	6,276,346.05 6,276,346.05	98.47 0.74%	6,198,963.48 6,426.14	1.68% (77,382.57)	Aaa / AA+ AAA	4.24 4.18
3135G06G3	FNMA Note 0.5% Due 11/7/2025	6,300,000.00	Various 0.57%	6,279,895.00 6,279,895.00	98.91 0.75%	6,231,512.71 4,725.00	1.69% (48,382.29)	Aaa / AA+ AAA	4.36 4.29
<b>Total Agency</b>		<b>86,770,000.00</b>	<b>1.38%</b>	<b>87,246,082.90</b>	<b>0.52%</b>	<b>88,541,988.30</b> <b>315,046.44</b>	<b>24.07%</b> <b>1,295,905.40</b>	<b>Aaa / AA+</b> <b>AAA</b>	<b>3.10</b> <b>3.03</b>



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<b>CMO</b>									
3137BFDQ1	FHLMC K717 A2 2.991% Due 9/25/2021	1,601,660.03	Various 2.61%	1,618,162.42 1,618,162.42	100.17 0.29%	1,604,459.57 3,992.13	0.44% (13,702.85)	NR / NR AAA	0.24 0.14
3137BM6P6	FHLMC K721 A2 3.09% Due 8/25/2022	3,957,506.40	Various 2.22%	4,096,489.77 4,096,489.77	102.24 0.48%	4,045,988.01 10,190.58	1.10% (50,501.76)	Aaa / NR NR	1.15 0.92
3137B5JM6	FHLMC K034 A2 3.531% Due 7/25/2023	3,850,000.00	08/28/2018 3.03%	3,931,662.11 3,931,662.11	105.81 0.46%	4,073,569.50 11,328.63	1.11% 141,907.39	NR / NR AAA	2.07 1.91
3137B4WB8	FHLMC K033 A2 3.06% Due 7/25/2023	3,350,000.00	07/23/2019 2.18%	3,458,875.00 3,458,875.00	104.87 0.44%	3,513,094.75 1,708.50	0.95% 54,219.75	Aaa / NR NR	2.07 1.88
3137B7MZ9	FHLMC K036 A2 3.527% Due 10/25/2023	3,750,000.00	Various 2.97%	3,837,910.16 3,837,910.16	106.39 0.48%	3,989,568.75 2,204.38	1.08% 151,658.59	Aaa / NR AAA	2.32 2.11
3137BYPQ7	FHLMC K726 A2 2.905% Due 4/25/2024	3,595,346.16	04/22/2019 2.72%	3,621,047.27 3,621,047.27	105.06 0.86%	3,777,353.37 8,703.73	1.03% 156,306.10	NR / AAA NR	2.82 2.49
<b>Total CMO</b>		<b>20,104,512.59</b>	<b>2.62%</b>	<b>20,564,146.73</b> <b>20,564,146.73</b>	<b>0.52%</b>	<b>21,004,033.95</b> <b>38,127.95</b>	<b>5.70%</b> <b>439,887.22</b>	<b>Aaa / AAA</b> <b>AAA</b>	<b>1.94</b> <b>1.72</b>
<b>CORPORATE</b>									
594918BP8	Microsoft Callable Note Cont 7/8/2021 1.55% Due 8/8/2021	1,875,000.00	Various 1.57%	1,872,774.45 1,872,774.45	100.02 0.49%	1,875,440.63 11,544.28	0.51% 2,666.18	Aaa / AAA AAA	0.11 0.02
69353RFE3	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	3,050,000.00	07/25/2017 2.45%	3,049,725.50 3,049,725.50	102.16 0.28%	3,115,748.85 31,758.13	0.85% 66,023.35	A2 / A A+	1.08 0.98
808513AT2	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 1/25/2023	2,250,000.00	Various 2.32%	2,273,392.50 2,273,392.50	103.36 0.38%	2,325,678.75 25,837.50	0.64% 52,286.25	A2 / A A	1.57 1.45
24422ETG4	John Deere Capital Corp Note 2.8% Due 3/6/2023	1,500,000.00	Various 3.52%	1,454,530.00 1,454,530.00	104.19 0.30%	1,562,811.00 13,416.66	0.43% 108,281.00	A2 / A A	1.68 1.64
084670BR8	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 3/15/2023	2,500,000.00	11/26/2018 3.51%	2,425,225.00 2,425,225.00	103.77 0.30%	2,594,222.50 20,243.06	0.71% 168,997.50	Aa2 / AA A+	1.71 1.51
037833AK6	Apple Inc Note 2.4% Due 5/3/2023	2,215,000.00	11/28/2018 3.54%	2,112,644.85 2,112,644.85	103.75 0.36%	2,298,024.85 8,564.67	0.62% 185,380.00	Aa1 / AA+ NR	1.84 1.80
404280BA6	HSBC Holdings PLC Note 3.6% Due 5/25/2023	1,200,000.00	05/15/2019 2.97%	1,228,680.00 1,228,680.00	105.87 0.50%	1,270,465.20 4,320.00	0.35% 41,785.20	A3 / A- A+	1.90 1.85



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<b>CORPORATE</b>									
166764AH3	Chevron Corp Callable Note Cont 3/24/2023 3.191% Due 6/24/2023	3,000,000.00	Various 3.33%	2,982,300.00 2,982,300.00	104.98 0.31%	3,149,436.00 1,861.41	0.85% 167,136.00	Aa2 / AA- NR	1.98 1.70
931142EK5	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 6/26/2023	2,000,000.00	05/08/2019 2.67%	2,056,900.00 2,056,900.00	105.98 0.25%	2,119,512.00 944.44	0.57% 62,612.00	Aa2 / AA AA	1.99 1.86
02665WCJ8	American Honda Finance Note 3.45% Due 7/14/2023	930,000.00	07/11/2018 3.49%	928,391.10 928,391.10	106.18 0.40%	987,456.33 14,883.88	0.27% 59,065.23	A3 / A- NR	2.04 1.96
89114QC48	Toronto Dominion Bank Note 3.5% Due 7/19/2023	1,910,000.00	07/27/2018 3.56%	1,904,461.00 1,904,461.00	106.31 0.41%	2,030,591.67 30,082.50	0.56% 126,130.67	Aa1 / AA- AA	2.05 1.97
69371RP59	Paccar Financial Corp Note 3.4% Due 8/9/2023	2,300,000.00	08/06/2018 3.41%	2,299,057.00 2,299,057.00	106.18 0.45%	2,442,031.90 30,845.56	0.67% 142,974.90	A1 / A+ NR	2.11 2.02
06406RAJ6	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	3,254,000.00	05/16/2019 2.79%	3,339,580.20 3,339,580.20	106.50 0.36%	3,465,666.19 43,657.83	0.95% 126,085.99	A1 / A AA-	2.12 2.03
02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	2,260,000.00	10/03/2018 3.64%	2,258,146.80 2,258,146.80	107.11 0.48%	2,420,744.76 18,433.13	0.66% 162,597.96	A3 / A- NR	2.28 2.19
24422EVN6	John Deere Capital Corp Note 0.45% Due 1/17/2024	2,140,000.00	03/01/2021 0.47%	2,138,480.60 2,138,480.60	99.90 0.49%	2,137,804.36 3,129.75	0.58% (676.24)	A2 / A A	2.55 2.53
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	3,250,000.00	Various 2.92%	3,273,420.00 3,273,420.00	105.06 0.52%	3,414,489.00 37,176.39	0.93% 141,069.00	A2 / A- AA-	2.68 1.63
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	1,270,000.00	03/26/2019 2.97%	1,286,078.20 1,286,078.20	107.07 0.60%	1,359,735.66 12,611.81	0.37% 73,657.46	Aa3 / A AA-	2.70 2.58
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	1,775,000.00	03/16/2021 0.77%	1,774,112.50 1,774,112.50	100.57 0.53%	1,785,165.43 3,808.85	0.48% 11,052.93	A2 / A A	2.72 2.60
404280BS7	HSBC Holdings PLC Callable Note 1X 5/18/2023 3.95% Due 5/18/2024	2,750,000.00	Various 2.18%	2,887,177.50 2,887,177.50	106.22 0.62%	2,920,964.75 12,974.65	0.79% 33,787.25	A3 / A- A+	2.88 1.82
69371RQ25	Paccar Financial Corp Note 2.15% Due 8/15/2024	715,000.00	08/08/2019 2.20%	713,419.85 713,419.85	104.45 0.71%	746,807.49 5,807.39	0.20% 33,387.64	A1 / A+ NR	3.13 3.01
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/1/2024	3,600,000.00	12/05/2019 2.26%	3,598,128.00 3,598,128.00	104.76 0.80%	3,771,432.00 13,500.00	1.03% 173,304.00	A2 / A AA	3.34 3.21



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<b>CORPORATE</b>									
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/8/2024	2,593,000.00	Various 1.88%	2,624,484.21 2,624,484.21	104.89 0.67%	2,719,751.03 8,207.57	0.74% 95,266.82	A2 / A A	3.36 3.24
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	4,145,000.00	01/16/2020 2.10%	4,136,171.15 4,136,171.15	104.44 0.75%	4,329,174.79 37,765.56	1.18% 193,003.64	A1 / AA- AA-	3.56 3.33
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	3,295,000.00	05/24/2021 0.74%	3,299,268.65 3,299,268.65	99.82 0.89%	3,288,937.20 2,262.57	0.89% (10,331.45)	A2 / A- AA-	3.92 2.88
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	1,565,000.00	Various 0.87%	1,565,968.20 1,565,968.20	100.13 0.93%	1,566,971.90 336.99	0.42% 1,003.70	A2 / A- AA-	3.98 2.93
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	1,000,000.00	05/20/2021 1.27%	1,037,330.00 1,037,330.00	103.44 1.16%	1,034,408.00 3,992.42	0.28% (2,922.00)	A2 / A- AA-	4.81 3.65
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	4,865,000.00	05/10/2021 1.09%	4,843,983.20 4,843,983.20	100.06 0.99%	4,867,797.38 6,621.81	1.32% 23,814.18	A1 / AA AA-	4.87 4.65
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	805,000.00	Various 1.08%	807,605.05 807,605.05	100.05 1.14%	805,414.58 1,080.04	0.22% (2,190.47)	A3 / A+ A	4.88 4.64
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	3,325,000.00	06/15/2021 1.13%	3,323,537.00 3,323,537.00	99.77 1.17%	3,317,512.10 1,350.78	0.90% (6,024.90)	A1 / A+ A+	4.97 4.81
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	1,500,000.00	06/17/2021 1.23%	1,505,190.00 1,505,190.00	100.26 1.25%	1,503,837.00 659.50	0.41% (1,353.00)	A2 / A- AA-	4.97 3.85
<b>Total Corporate</b>		<b>68,837,000.00</b>	<b>2.22%</b>	<b>69,000,162.51</b> <b>69,000,162.51</b>	<b>0.61%</b>	<b>71,228,033.30</b> <b>407,679.13</b>	<b>19.40%</b> <b>2,227,870.79</b>	<b>A1 / A+</b> <b>AA-</b>	<b>2.84</b> <b>2.52</b>
<b>LAIF</b>									
90LAIF\$00	Local Agency Investment Fund State Pool	55,503,319.19	Various 0.25%	55,503,319.19 55,503,319.19	1.00 0.25%	55,503,319.19 26,975.84	15.04% 0.00	NR / NR NR	0.00 0.00
<b>Total LAIF</b>		<b>55,503,319.19</b>	<b>0.25%</b>	<b>55,503,319.19</b> <b>55,503,319.19</b>	<b>0.25%</b>	<b>55,503,319.19</b> <b>26,975.84</b>	<b>15.04%</b> <b>0.00</b>	<b>NR / NR</b> <b>NR</b>	<b>0.00</b> <b>0.00</b>



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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>MONEY MARKET FUND</b>									
60934N807	Federated Investors Govt Oblig Fund Inst.	1,021,833.26	Various 0.01%	1,021,833.26 1,021,833.26	1.00 0.01%	1,021,833.26 0.00	0.28% 0.00	Aaa / AAA AAA	0.00 0.00
<b>Total Money Market Fund</b>		<b>1,021,833.26</b>	<b>0.01%</b>	<b>1,021,833.26</b> <b>1,021,833.26</b>	<b>0.01%</b>	<b>1,021,833.26</b> <b>0.00</b>	<b>0.28%</b> <b>0.00</b>	<b>Aaa / AAA</b> <b>AAA</b>	<b>0.00</b> <b>0.00</b>
<b>MUNICIPAL BONDS</b>									
13063DRK6	California State Taxable GO 2.4% Due 10/1/2024	3,385,000.00	10/16/2019 1.91%	3,462,753.45 3,462,753.45	105.51 0.69%	3,571,378.10 20,310.00	0.97% 108,624.65	Aa2 / AA- AA	3.26 3.12
<b>Total Municipal Bonds</b>		<b>3,385,000.00</b>	<b>1.91%</b>	<b>3,462,753.45</b> <b>3,462,753.45</b>	<b>0.69%</b>	<b>3,571,378.10</b> <b>20,310.00</b>	<b>0.97%</b> <b>108,624.65</b>	<b>Aa2 / AA-</b> <b>AA</b>	<b>3.26</b> <b>3.12</b>
<b>NEGOTIABLE CD</b>									
89114W7M1	Toronto Dominion Yankee CD 0.24% Due 4/28/2022	500,000.00	04/29/2021 0.24%	499,999.98 499,999.98	100.04 0.20%	500,183.50 213.33	0.14% 183.52	P-1 / A-1 F-1+	0.83 0.83
<b>Total Negotiable CD</b>		<b>500,000.00</b>	<b>0.24%</b>	<b>499,999.98</b> <b>499,999.98</b>	<b>0.20%</b>	<b>500,183.50</b> <b>213.33</b>	<b>0.14%</b> <b>183.52</b>	<b>Aaa / AA</b> <b>AAA</b>	<b>0.83</b> <b>0.83</b>
<b>SUPRANATIONAL</b>									
4581X0CW6	Inter-American Dev Bank Note 2.125% Due 1/18/2022	4,000,000.00	11/03/2017 2.07%	4,008,600.00 4,008,600.00	101.06 0.19%	4,042,544.00 38,486.11	1.11% 33,944.00	Aaa / NR AAA	0.55 0.54
4581X0CZ9	Inter-American Dev Bank Note 1.75% Due 9/14/2022	3,600,000.00	Various 2.30%	3,512,573.00 3,512,573.00	101.88 0.19%	3,667,802.40 18,725.00	1.00% 155,229.40	Aaa / AAA AAA	1.21 1.19
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	6,300,000.00	Various 0.59%	6,272,360.85 6,272,360.85	98.81 0.78%	6,224,998.51 5,512.51	1.69% (47,362.34)	Aaa / AAA AAA	4.33 4.27



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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>SUPRANATIONAL</b>									
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 4/20/2026	6,390,000.00	04/13/2021 0.97%	6,360,733.80 6,360,733.80	100.04 0.87%	6,392,306.79 11,027.19	1.73% 31,572.99	Aaa / AAA AAA	4.81 4.69
<b>Total Supranational</b>		<b>20,290,000.00</b>	<b>1.30%</b>	<b>20,154,267.65</b> <b>20,154,267.65</b>	<b>0.58%</b>	<b>20,327,651.70</b> <b>73,750.81</b>	<b>5.53%</b> <b>173,384.05</b>	<b>Aaa / AAA</b> <b>AAA</b>	<b>3.16</b> <b>3.10</b>
<b>US TREASURY</b>									
912828J43	US Treasury Note 1.75% Due 2/28/2022	1,250,000.00	03/13/2017 2.14%	1,227,396.76 1,227,396.76	101.11 0.09%	1,263,867.50 7,311.48	0.34% 36,470.74	Aaa / AA+ AAA	0.67 0.66
912828XG0	US Treasury Note 2.125% Due 6/30/2022	4,000,000.00	08/15/2017 1.82%	4,056,732.15 4,056,732.15	102.02 0.11%	4,080,624.00 230.98	1.11% 23,891.85	Aaa / AA+ AAA	1.00 0.99
912828L24	US Treasury Note 1.875% Due 8/31/2022	4,500,000.00	10/17/2017 1.98%	4,478,906.25 4,478,906.25	102.04 0.13%	4,591,759.50 28,201.43	1.25% 112,853.25	Aaa / AA+ AAA	1.17 1.15
912828N30	US Treasury Note 2.125% Due 12/31/2022	4,800,000.00	01/25/2018 2.46%	4,725,375.00 4,725,375.00	102.91 0.18%	4,939,876.80 277.17	1.34% 214,501.80	Aaa / AA+ AAA	1.50 1.48
912828T91	US Treasury Note 1.625% Due 10/31/2023	5,000,000.00	05/29/2019 2.05%	4,909,960.94 4,909,960.94	103.04 0.32%	5,151,760.00 13,688.86	1.40% 241,799.06	Aaa / AA+ AAA	2.34 2.29
912828V23	US Treasury Note 2.25% Due 12/31/2023	4,500,000.00	06/21/2019 1.80%	4,588,417.97 4,588,417.97	104.71 0.35%	4,712,166.00 275.14	1.28% 123,748.03	Aaa / AA+ AAA	2.50 2.44
912828B66	US Treasury Note 2.75% Due 2/15/2024	5,000,000.00	Various 2.21%	5,121,796.88 5,121,796.88	106.20 0.38%	5,309,765.00 51,657.46	1.45% 187,968.12	Aaa / AA+ AAA	2.63 2.53
91282CBR1	US Treasury Note 0.25% Due 3/15/2024	2,900,000.00	03/30/2021 0.33%	2,892,976.56 2,892,976.56	99.60 0.40%	2,888,446.40 2,127.72	0.78% (4,530.16)	Aaa / AA+ AAA	2.71 2.69
912828X70	US Treasury Note 2% Due 4/30/2024	4,800,000.00	Various 1.84%	4,833,281.25 4,833,281.25	104.45 0.42%	5,013,561.60 16,173.92	1.36% 180,280.35	Aaa / AA+ AAA	2.84 2.76
912828XX3	US Treasury Note 2% Due 6/30/2024	4,900,000.00	Various 1.81%	4,942,253.91 4,942,253.91	104.59 0.46%	5,124,709.10 266.30	1.39% 182,455.19	Aaa / AA+ AAA	3.00 2.92
912828D56	US Treasury Note 2.375% Due 8/15/2024	5,000,000.00	12/12/2019 1.75%	5,140,234.38 5,140,234.38	105.88 0.48%	5,294,140.00 44,613.26	1.45% 153,905.62	Aaa / AA+ AAA	3.13 3.00
9128283D0	US Treasury Note 2.25% Due 10/31/2024	4,000,000.00	11/07/2019 1.77%	4,090,468.75 4,090,468.75	105.68 0.53%	4,227,344.00 15,163.04	1.15% 136,875.25	Aaa / AA+ AAA	3.34 3.21



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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>US TREASURY</b>									
912828ZC7	US Treasury Note 1.125% Due 2/28/2025	7,000,000.00	03/18/2020 0.81%	7,108,007.81 7,108,007.81	101.85 0.61%	7,129,612.00 26,321.33	1.94% 21,604.19	Aaa / AA+ AAA	3.67 3.58
91282CAB7	US Treasury Note 0.25% Due 7/31/2025	6,000,000.00	03/12/2021 0.72%	5,879,062.50 5,879,062.50	98.14 0.71%	5,888,670.00 6,256.91	1.60% 9,607.50	Aaa / AA+ AAA	4.09 4.05
91282CAM3	US Treasury Note 0.25% Due 9/30/2025	3,200,000.00	03/29/2021 0.74%	3,130,375.00 3,130,375.00	97.93 0.75%	3,133,625.60 2,010.93	0.85% 3,250.60	Aaa / AA+ AAA	4.25 4.21
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	6,000,000.00	02/19/2021 0.53%	5,923,125.00 5,923,125.00	97.81 0.76%	5,868,516.00 2,527.17	1.59% (54,609.00)	Aaa / AA+ AAA	4.34 4.29
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	3,800,000.00	03/26/2021 0.77%	3,731,867.19 3,731,867.19	98.24 0.78%	3,733,055.40 1,206.97	1.01% 1,188.21	Aaa / AA+ AAA	4.42 4.37
<b>Total US Treasury</b>		<b>76,650,000.00</b>	<b>1.48%</b>	<b>76,780,238.30</b> <b>76,780,238.30</b>	<b>0.46%</b>	<b>78,351,498.90</b> <b>218,310.07</b>	<b>21.28%</b> <b>1,571,260.60</b>	<b>Aaa / AA+</b> <b>AAA</b>	<b>2.92</b> <b>2.86</b>
<b>TOTAL PORTFOLIO</b>		<b>360,977,910.20</b>	<b>1.42%</b>	<b>362,180,521.41</b> <b>362,180,521.41</b>	<b>0.47%</b>	<b>368,095,490.71</b> <b>1,112,586.44</b>	<b>100.00%</b> <b>5,914,969.30</b>	<b>Aa1 / AA</b> <b>AAA</b>	<b>2.47</b> <b>2.22</b>
<b>TOTAL MARKET VALUE PLUS ACCRUED</b>						<b>369,208,077.15</b>			



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## Transaction Ledger

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	06/01/2021	46647PCH7	660,000.00	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	100.000	0.77%	660,000.00	0.00	660,000.00	0.00
Purchase	06/01/2021	46647PCH7	1,755,000.00	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	100.163	0.73%	1,757,860.65	0.00	1,757,860.65	0.00
Purchase	06/01/2021	46647PCH7	880,000.00	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	100.160	0.73%	881,408.00	0.00	881,408.00	0.00
Purchase	06/02/2021	60934N807	34.66	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	34.66	0.00	34.66	0.00
Purchase	06/08/2021	60934N807	59,062.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	59,062.50	0.00	59,062.50	0.00
Purchase	06/10/2021	60934N807	1,169,683.60	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	1,169,683.60	0.00	1,169,683.60	0.00
Purchase	06/11/2021	60934N807	12,187.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	12,187.50	0.00	12,187.50	0.00
Purchase	06/11/2021	60934N807	1,300,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	1,300,000.00	0.00	1,300,000.00	0.00
Purchase	06/14/2021	60934N807	79,062.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	79,062.50	0.00	79,062.50	0.00
Purchase	06/15/2021	60934N807	314.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	314.50	0.00	314.50	0.00
Purchase	06/15/2021	60934N807	1,892.92	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	1,892.92	0.00	1,892.92	0.00
Purchase	06/15/2021	60934N807	325.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	325.00	0.00	325.00	0.00
Purchase	06/15/2021	60934N807	1,610.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	1,610.00	0.00	1,610.00	0.00
Purchase	06/15/2021	60934N807	3,490.08	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	3,490.08	0.00	3,490.08	0.00
Purchase	06/15/2021	60934N807	376.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	376.25	0.00	376.25	0.00



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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	06/15/2021	60934N807	612.08	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	612.08	0.00	612.08	0.00
Purchase	06/15/2021	60934N807	669.67	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	669.67	0.00	669.67	0.00
Purchase	06/15/2021	60934N807	519.33	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	519.33	0.00	519.33	0.00
Purchase	06/15/2021	60934N807	424.33	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	424.33	0.00	424.33	0.00
Purchase	06/15/2021	60934N807	134,478.95	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	134,478.95	0.00	134,478.95	0.00
Purchase	06/15/2021	60934N807	47,711.54	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	47,711.54	0.00	47,711.54	0.00
Purchase	06/15/2021	60934N807	71,792.05	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	71,792.05	0.00	71,792.05	0.00
Purchase	06/15/2021	60934N807	125,649.41	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	125,649.41	0.00	125,649.41	0.00
Purchase	06/15/2021	60934N807	134,629.77	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	134,629.77	0.00	134,629.77	0.00
Purchase	06/16/2021	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	99.985	0.34%	1,899,715.00	0.00	1,899,715.00	0.00
Purchase	06/16/2021	91324PEC2	535,000.00	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	100.333	1.08%	536,781.55	461.44	537,242.99	0.00
Purchase	06/17/2021	60934N807	15,500.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	15,500.00	0.00	15,500.00	0.00
Purchase	06/17/2021	91324PEC2	270,000.00	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	100.305	1.08%	270,823.50	241.50	271,065.00	0.00
Purchase	06/18/2021	60934N807	3,177,062.56	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	3,177,062.56	0.00	3,177,062.56	0.00
Purchase	06/18/2021	60934N807	501.04	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	501.04	0.00	501.04	0.00



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## Transaction Ledger



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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	06/18/2021	89236TJK2	3,325,000.00	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	99.956	1.13%	3,323,537.00	0.00	3,323,537.00	0.00
Purchase	06/19/2021	60934N807	62,562.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	62,562.50	0.00	62,562.50	0.00
Purchase	06/21/2021	06051GJD2	1,500,000.00	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	100.346	1.23%	1,505,190.00	109.92	1,505,299.92	0.00
Purchase	06/21/2021	60934N807	508,546.20	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	508,546.20	0.00	508,546.20	0.00
Purchase	06/21/2021	60934N807	2,247.17	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	2,247.17	0.00	2,247.17	0.00
Purchase	06/21/2021	60934N807	885.17	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	885.17	0.00	885.17	0.00
Purchase	06/21/2021	60934N807	173.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	173.25	0.00	173.25	0.00
Purchase	06/21/2021	60934N807	84,836.30	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	84,836.30	0.00	84,836.30	0.00
Purchase	06/23/2021	46647PCK0	625,000.00	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	100.000	0.89%	625,000.00	0.00	625,000.00	0.00
Purchase	06/23/2021	60934N807	1,173,271.61	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	1,173,271.61	0.00	1,173,271.61	0.00
Purchase	06/24/2021	46647PCK0	940,000.00	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	100.103	0.86%	940,968.20	25.30	940,993.50	0.00
Purchase	06/24/2021	60934N807	47,865.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	47,865.00	0.00	47,865.00	0.00
Purchase	06/25/2021	60934N807	91,886.53	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	91,886.53	0.00	91,886.53	0.00
Purchase	06/25/2021	60934N807	8,542.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	8,542.50	0.00	8,542.50	0.00
Purchase	06/25/2021	60934N807	11,328.63	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	11,328.63	0.00	11,328.63	0.00



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## Transaction Ledger

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	06/25/2021	60934N807	11,022.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	11,022.00	0.00	11,022.00	0.00
Purchase	06/25/2021	60934N807	176,857.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	176,857.50	0.00	176,857.50	0.00
Purchase	06/25/2021	60934N807	16,591.94	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	16,591.94	0.00	16,591.94	0.00
Purchase	06/25/2021	60934N807	12,350.30	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	12,350.30	0.00	12,350.30	0.00
Purchase	06/26/2021	60934N807	34,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	34,000.00	0.00	34,000.00	0.00
Purchase	06/30/2021	60934N807	193,125.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	193,125.00	0.00	193,125.00	0.00
<b>Subtotal</b>			<b>21,163,681.84</b>				<b>21,174,965.74</b>	<b>838.16</b>	<b>21,175,803.90</b>	<b>0.00</b>
Security Contribution	06/01/2021	90LAIF\$00	1,400,000.00	Local Agency Investment Fund State Pool	1.000		1,400,000.00	0.00	1,400,000.00	0.00
Security Contribution	06/07/2021	90LAIF\$00	5,000,000.00	Local Agency Investment Fund State Pool	1.000		5,000,000.00	0.00	5,000,000.00	0.00
Security Contribution	06/07/2021	90LAIF\$00	5,000,000.00	Local Agency Investment Fund State Pool	1.000		5,000,000.00	0.00	5,000,000.00	0.00
Security Contribution	06/08/2021	90LAIF\$00	4,400,000.00	Local Agency Investment Fund State Pool	1.000		4,400,000.00	0.00	4,400,000.00	0.00
Security Contribution	06/14/2021	90LAIF\$00	800,000.00	Local Agency Investment Fund State Pool	1.000		800,000.00	0.00	800,000.00	0.00
Security Contribution	06/15/2021	90LAIF\$00	500,000.00	Local Agency Investment Fund State Pool	1.000		500,000.00	0.00	500,000.00	0.00
Security Contribution	06/21/2021	60934N807	440,324.16	Federated Investors Govt Oblig Fund Inst.	1.000		440,324.16	0.00	440,324.16	0.00
Security Contribution	06/21/2021	90LAIF\$00	1,000,000.00	Local Agency Investment Fund State Pool	1.000		1,000,000.00	0.00	1,000,000.00	0.00
Security Contribution	06/28/2021	90LAIF\$00	2,000,000.00	Local Agency Investment Fund State Pool	1.000		2,000,000.00	0.00	2,000,000.00	0.00



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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Security Contribution	06/28/2021	90LAIF\$00	2,000,000.00	Local Agency Investment Fund State Pool	1.000		2,000,000.00	0.00	2,000,000.00	0.00
<b>Subtotal</b>			<b>22,540,324.16</b>				<b>22,540,324.16</b>	<b>0.00</b>	<b>22,540,324.16</b>	<b>0.00</b>
Short Sale	06/01/2021	60934N807	-3,299,268.65	Federated Investors Govt Oblig Fund Inst.	1.000		-3,299,268.65	0.00	-3,299,268.65	0.00
Short Sale	06/16/2021	60934N807	-1,899,715.00	Federated Investors Govt Oblig Fund Inst.	1.000		-1,899,715.00	0.00	-1,899,715.00	0.00
Short Sale	06/18/2021	60934N807	-3,323,537.00	Federated Investors Govt Oblig Fund Inst.	1.000		-3,323,537.00	0.00	-3,323,537.00	0.00
Short Sale	06/21/2021	60934N807	-1,505,299.92	Federated Investors Govt Oblig Fund Inst.	1.000		-1,505,299.92	0.00	-1,505,299.92	0.00
<b>Subtotal</b>			<b>-10,027,820.57</b>				<b>-10,027,820.57</b>	<b>0.00</b>	<b>-10,027,820.57</b>	<b>0.00</b>
<b>TOTAL ACQUISITIONS</b>			<b>33,676,185.43</b>				<b>33,687,469.33</b>	<b>838.16</b>	<b>33,688,307.49</b>	<b>0.00</b>
<b>DISPOSITIONS</b>										
Closing Purchase	06/01/2021	60934N807	-3,299,268.65	Federated Investors Govt Oblig Fund Inst.	1.000		-3,299,268.65	0.00	-3,299,268.65	0.00
Closing Purchase	06/16/2021	60934N807	-1,899,715.00	Federated Investors Govt Oblig Fund Inst.	1.000		-1,899,715.00	0.00	-1,899,715.00	0.00
Closing Purchase	06/18/2021	60934N807	-3,323,537.00	Federated Investors Govt Oblig Fund Inst.	1.000		-3,323,537.00	0.00	-3,323,537.00	0.00
Closing Purchase	06/21/2021	60934N807	-1,505,299.92	Federated Investors Govt Oblig Fund Inst.	1.000		-1,505,299.92	0.00	-1,505,299.92	0.00
<b>Subtotal</b>			<b>-10,027,820.57</b>				<b>-10,027,820.57</b>	<b>0.00</b>	<b>-10,027,820.57</b>	<b>0.00</b>
Sale	06/01/2021	60934N807	3,299,268.65	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	3,299,268.65	0.00	3,299,268.65	0.00
Sale	06/10/2021	912828J43	1,150,000.00	US Treasury Note 1.75% Due 2/28/2022	101.227	0.05%	1,164,105.47	5,578.13	1,169,683.60	34,900.45



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## Transaction Ledger

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Sale	06/16/2021	60934N807	537,242.99	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	537,242.99	0.00	537,242.99	0.00
Sale	06/16/2021	60934N807	1,899,715.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	1,899,715.00	0.00	1,899,715.00	0.00
Sale	06/17/2021	60934N807	271,065.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	271,065.00	0.00	271,065.00	0.00
Sale	06/18/2021	60934N807	3,323,537.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	3,323,537.00	0.00	3,323,537.00	0.00
Sale	06/18/2021	89236TDP7	3,100,000.00	Toyota Motor Credit Corp Note 2.6% Due 1/11/2022	101.352	0.20%	3,141,912.00	35,150.56	3,177,062.56	102,974.00
Sale	06/21/2021	60934N807	1,505,299.92	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	1,505,299.92	0.00	1,505,299.92	0.00
Sale	06/21/2021	912828J43	500,000.00	US Treasury Note 1.75% Due 2/28/2022	101.172	0.06%	505,859.38	2,686.82	508,546.20	14,900.67
Sale	06/23/2021	48128BAB7	1,750,000.00	JP Morgan Chase & Co Callable Note 1X 1/15/2022 2.972% Due 1/15/2023	101.454	0.38%	1,775,445.00	22,826.61	1,798,271.61	32,312.50
Sale	06/24/2021	60934N807	940,993.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	940,993.50	0.00	940,993.50	0.00
<b>Subtotal</b>			<b>18,277,122.06</b>				<b>18,364,443.91</b>	<b>66,242.12</b>	<b>18,430,686.03</b>	<b>185,087.62</b>
Paydown	06/15/2021	43813DAC2	0.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	100.000		0.00	669.67	669.67	0.00
Paydown	06/15/2021	43815NAC8	131,467.78	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100.000		131,467.78	3,011.17	134,478.95	1.09
Paydown	06/15/2021	44891RAC4	0.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	100.000		0.00	519.33	519.33	0.00
Paydown	06/15/2021	44933LAC7	0.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	100.000		0.00	424.33	424.33	0.00
Paydown	06/15/2021	477870AC3	46,319.67	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	100.000		46,319.67	1,391.87	47,711.54	9.83



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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Paydown	06/15/2021	47787NAC3	0.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	100.000		0.00	314.50	314.50	0.00
Paydown	06/15/2021	47788EAC2	70,908.10	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	100.000		70,908.10	883.95	71,792.05	5.37
Paydown	06/15/2021	47789JAD8	122,418.85	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	100.000		122,418.85	3,230.56	125,649.41	-2,548.80
Paydown	06/15/2021	47789KAC7	0.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.000		0.00	1,892.92	1,892.92	0.00
Paydown	06/15/2021	58769EAC2	0.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	100.000		0.00	325.00	325.00	0.00
Paydown	06/15/2021	58770FAC6	0.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	100.000		0.00	1,610.00	1,610.00	0.00
Paydown	06/15/2021	65479JAD5	0.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		0.00	3,490.08	3,490.08	0.00
Paydown	06/15/2021	89236XAC0	0.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		0.00	376.25	376.25	0.00
Paydown	06/15/2021	89238TAD5	133,144.99	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	100.000		133,144.99	1,484.78	134,629.77	-1,409.46
Paydown	06/15/2021	89240BAC2	0.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	100.000		0.00	612.08	612.08	0.00
Paydown	06/18/2021	43813KAC6	0.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		0.00	501.04	501.04	0.00
Paydown	06/21/2021	43813GAC5	0.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000		0.00	173.25	173.25	0.00
Paydown	06/21/2021	43815HAC1	83,803.74	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	100.000		83,803.74	1,032.56	84,836.30	11.50



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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Paydown	06/21/2021	92290BAA9	0.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	100.000		0.00	885.17	885.17	0.00
Paydown	06/21/2021	92348AAA3	0.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	100.000		0.00	2,247.17	2,247.17	0.00
Paydown	06/25/2021	3137B4WB8	0.00	FHLMC K033 A2Due 7/25/2023	100.000		0.00	8,542.50	8,542.50	0.00
Paydown	06/25/2021	3137B5JM6	0.00	FHLMC K034 A2 3.531% Due 7/25/2023	100.000		0.00	11,328.63	11,328.63	0.00
Paydown	06/25/2021	3137B7MZ9	0.00	FHLMC K036 A2Due 10/25/2023	100.000		0.00	11,022.00	11,022.00	0.00
Paydown	06/25/2021	3137BDDC7	91,647.48	FHLMC K716 A2 3.13% Due 6/25/2021	100.000		91,647.48	239.05	91,886.53	-3,758.98
Paydown	06/25/2021	3137BFDQ1	172,435.57	FHLMC K717 A2 2.991% Due 9/25/2021	100.000		172,435.57	4,421.93	176,857.50	-1,776.66
Paydown	06/25/2021	3137BM6P6	6,384.92	FHLMC K721 A2Due 8/25/2022	100.000		6,384.92	10,207.02	16,591.94	-224.23
Paydown	06/25/2021	3137BYPQ7	3,637.76	FHLMC K726 A2 2.905% Due 4/25/2024	100.000		3,637.76	8,712.54	12,350.30	-26.00
<b>Subtotal</b>			<b>862,168.86</b>				<b>862,168.86</b>	<b>79,549.35</b>	<b>941,718.21</b>	<b>-9,716.34</b>
Maturity	06/11/2021	313379RB7	1,300,000.00	FHLB Note 1.875% Due 6/11/2021	100.000		1,300,000.00	0.00	1,300,000.00	-9,802.00
<b>Subtotal</b>			<b>1,300,000.00</b>				<b>1,300,000.00</b>	<b>0.00</b>	<b>1,300,000.00</b>	<b>-9,802.00</b>
Security Withdrawal	06/03/2021	90LAIF\$00	900,000.00	Local Agency Investment Fund State Pool	1.000		900,000.00	0.00	900,000.00	0.00
Security Withdrawal	06/10/2021	90LAIF\$00	3,300,000.00	Local Agency Investment Fund State Pool	1.000		3,300,000.00	0.00	3,300,000.00	0.00
Security Withdrawal	06/16/2021	90LAIF\$00	2,500,000.00	Local Agency Investment Fund State Pool	1.000		2,500,000.00	0.00	2,500,000.00	0.00
Security Withdrawal	06/17/2021	90LAIF\$00	1,100,000.00	Local Agency Investment Fund State Pool	1.000		1,100,000.00	0.00	1,100,000.00	0.00
Security Withdrawal	06/21/2021	60934N807	440,324.16	Federated Investors Govt Oblig Fund Inst.	1.000		440,324.16	0.00	440,324.16	0.00
Security Withdrawal	06/23/2021	90LAIF\$00	1,100,000.00	Local Agency Investment Fund State Pool	1.000		1,100,000.00	0.00	1,100,000.00	0.00



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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Security Withdrawal	06/24/2021	90LAIF\$00	1,100,000.00	Local Agency Investment Fund State Pool	1.000		1,100,000.00	0.00	1,100,000.00	0.00
<b>Subtotal</b>			<b>10,440,324.16</b>				<b>10,440,324.16</b>	<b>0.00</b>	<b>10,440,324.16</b>	<b>0.00</b>
<b>TOTAL DISPOSITIONS</b>			<b>20,851,794.51</b>				<b>20,939,116.36</b>	<b>145,791.47</b>	<b>21,084,907.83</b>	<b>165,569.28</b>

<b>OTHER TRANSACTIONS</b>										
Interest	06/08/2021	3130A0F70	3,500,000.00	FHLB Note 3.375% Due 12/8/2023	0.000		59,062.50	0.00	59,062.50	0.00
Interest	06/11/2021	313379RB7	1,300,000.00	FHLB Note 1.875% Due 6/11/2021	0.000		12,187.50	0.00	12,187.50	0.00
Interest	06/14/2021	3130A1XJ2	5,500,000.00	FHLB Note 2.875% Due 6/14/2024	0.000		79,062.50	0.00	79,062.50	0.00
Interest	06/17/2021	3135G04Z3	6,200,000.00	FNMA Note 0.5% Due 6/17/2025	0.000		15,500.00	0.00	15,500.00	0.00
Interest	06/19/2021	3137EAEN5	4,550,000.00	FHLMC Note 2.75% Due 6/19/2023	0.000		62,562.50	0.00	62,562.50	0.00
Interest	06/24/2021	166764AH3	3,000,000.00	Chevron Corp Callable Note Cont 3/24/2023 3.191% Due 6/24/2023	0.000		47,865.00	0.00	47,865.00	0.00
Interest	06/26/2021	931142EK5	2,000,000.00	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 6/26/2023	0.000		34,000.00	0.00	34,000.00	0.00
Interest	06/30/2021	912828N30	4,800,000.00	US Treasury Note 2.125% Due 12/31/2022	0.000		51,000.00	0.00	51,000.00	0.00
Interest	06/30/2021	912828V23	4,500,000.00	US Treasury Note 2.25% Due 12/31/2023	0.000		50,625.00	0.00	50,625.00	0.00
Interest	06/30/2021	912828XG0	4,000,000.00	US Treasury Note 2.125% Due 6/30/2022	0.000		42,500.00	0.00	42,500.00	0.00



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## Transaction Ledger

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>OTHER TRANSACTIONS</b>										
Interest	06/30/2021	912828XX3	4,900,000.00	US Treasury Note 2% Due 6/30/2024	0.000		49,000.00	0.00	49,000.00	0.00
<b>Subtotal</b>			<b>44,250,000.00</b>				<b>503,365.00</b>	<b>0.00</b>	<b>503,365.00</b>	<b>0.00</b>
Dividend	06/02/2021	60934N807	726,004.83	Federated Investors Govt Oblig Fund Inst.	0.000		34.66	0.00	34.66	0.00
<b>Subtotal</b>			<b>726,004.83</b>				<b>34.66</b>	<b>0.00</b>	<b>34.66</b>	<b>0.00</b>
<b>TOTAL OTHER TRANSACTIONS</b>			<b>44,976,004.83</b>				<b>503,399.66</b>	<b>0.00</b>	<b>503,399.66</b>	<b>0.00</b>



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## Income Earned

As of June 30, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
<b>FIXED INCOME</b>						
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 05/12/2026	05/10/2021 05/12/2021 4,865,000.00	4,843,983.20 0.00 0.00 4,843,983.20	2,567.64 0.00 6,621.81 4,054.17	0.00 0.00 0.00 4,054.17	4,054.17
02665WCJ8	American Honda Finance Note 3.45% Due 07/14/2023	07/11/2018 07/16/2018 930,000.00	928,391.10 0.00 0.00 928,391.10	12,210.13 0.00 14,883.88 2,673.75	0.00 0.00 0.00 2,673.75	2,673.75
02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	10/03/2018 10/10/2018 2,260,000.00	2,258,146.80 0.00 0.00 2,258,146.80	11,606.04 0.00 18,433.13 6,827.09	0.00 0.00 0.00 6,827.09	6,827.09
037833AK6	Apple Inc Note 2.4% Due 05/03/2023	11/28/2018 11/30/2018 2,215,000.00	2,112,644.85 0.00 0.00 2,112,644.85	4,134.67 0.00 8,564.67 4,430.00	0.00 0.00 0.00 4,430.00	4,430.00
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 03/05/2024	Various Various 3,250,000.00	3,273,420.00 0.00 0.00 3,273,420.00	27,561.81 0.00 37,176.39 9,614.58	0.00 0.00 0.00 9,614.58	9,614.58
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 06/19/2026	06/17/2021 06/21/2021 1,500,000.00	0.00 1,505,190.00 0.00 1,505,190.00	0.00 (109.92) 659.50 549.58	0.00 0.00 0.00 549.58	549.58
06406RAJ6	Bank of NY Mellon Corp Note 3.45% Due 08/11/2023	05/16/2019 05/20/2019 3,254,000.00	3,339,580.20 0.00 0.00 3,339,580.20	34,302.58 0.00 43,657.83 9,355.25	0.00 0.00 0.00 9,355.25	9,355.25
084670BR8	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 03/15/2023	11/26/2018 11/28/2018 2,500,000.00	2,425,225.00 0.00 0.00 2,425,225.00	14,513.89 0.00 20,243.06 5,729.17	0.00 0.00 0.00 5,729.17	5,729.17
13063DRK6	California State Taxable GO 2.4% Due 10/01/2024	10/16/2019 10/24/2019 3,385,000.00	3,462,753.45 0.00 0.00 3,462,753.45	13,540.00 0.00 20,310.00 6,770.00	0.00 0.00 0.00 6,770.00	6,770.00



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14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/08/2024	Various Various 2,593,000.00	2,624,484.21 0.00 0.00 2,624,484.21	3,561.77 0.00 8,207.57 4,645.80	0.00 0.00 0.00 4,645.80	4,645.80
166764AH3	Chevron Corp Callable Note Cont 3/24/2023 3.191% Due 06/24/2023	Various Various 3,000,000.00	2,982,300.00 0.00 0.00 2,982,300.00	41,748.92 47,865.00 1,861.41 7,977.49	0.00 0.00 0.00 7,977.49	7,977.49
24422ETG4	John Deere Capital Corp Note 2.8% Due 03/06/2023	Various Various 1,500,000.00	1,454,530.00 0.00 0.00 1,454,530.00	9,916.67 0.00 13,416.66 3,499.99	0.00 0.00 0.00 3,499.99	3,499.99
24422EVN6	John Deere Capital Corp Note 0.45% Due 01/17/2024	03/01/2021 03/04/2021 2,140,000.00	2,138,480.60 0.00 0.00 2,138,480.60	2,327.25 0.00 3,129.75 802.50	0.00 0.00 0.00 802.50	802.50
3130A0F70	FHLB Note 3.375% Due 12/08/2023	01/16/2019 01/17/2019 3,500,000.00	3,602,165.00 0.00 0.00 3,602,165.00	56,765.63 59,062.50 7,546.88 9,843.75	0.00 0.00 0.00 9,843.75	9,843.75
3130A0XE5	FHLB Note 3.25% Due 03/08/2024	03/28/2019 03/29/2019 1,000,000.00	1,045,410.00 0.00 0.00 1,045,410.00	7,493.06 0.00 10,201.39 2,708.33	0.00 0.00 0.00 2,708.33	2,708.33
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	Various Various 5,500,000.00	5,740,000.40 0.00 0.00 5,740,000.40	73,352.43 79,062.50 7,467.02 13,177.09	0.00 0.00 0.00 13,177.09	13,177.09
3130A2UW4	FHLB Note 2.875% Due 09/13/2024	09/13/2019 09/16/2019 4,000,000.00	4,206,760.00 0.00 0.00 4,206,760.00	24,916.67 0.00 34,500.00 9,583.33	0.00 0.00 0.00 9,583.33	9,583.33
3130A8QS5	FHLB Note 1.125% Due 07/14/2021	10/04/2016 10/06/2016 2,900,000.00	2,873,204.00 0.00 0.00 2,873,204.00	12,415.63 0.00 15,134.38 2,718.75	0.00 0.00 0.00 2,718.75	2,718.75



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3130AB3H7	FHLB Note 2.375% Due 03/08/2024	04/29/2019 04/30/2019 4,000,000.00	4,000,280.00 0.00 0.00 4,000,280.00	21,902.78 0.00 29,819.44 7,916.66	0.00 0.00 0.00 7,916.66	7,916.66
3130AF5B9	FHLB Note 3% Due 10/12/2021	11/29/2018 11/30/2018 2,500,000.00	2,506,300.00 0.00 0.00 2,506,300.00	10,208.33 0.00 16,458.33 6,250.00	0.00 0.00 0.00 6,250.00	6,250.00
313379RB7	FHLB Note Due 06/11/2021	08/30/2017 08/31/2017 0.00	1,309,802.00 0.00 1,309,802.00 0.00	11,510.42 12,187.50 0.00 677.08	0.00 0.00 0.00 677.08	677.08
3135G03U5	FNMA Note 0.625% Due 04/22/2025	04/22/2020 04/24/2020 5,270,000.00	5,259,143.80 0.00 0.00 5,259,143.80	3,568.23 0.00 6,313.02 2,744.79	0.00 0.00 0.00 2,744.79	2,744.79
3135G04Z3	FNMA Note 0.5% Due 06/17/2025	Various Various 6,200,000.00	6,196,731.90 0.00 0.00 6,196,731.90	14,122.22 15,500.00 1,205.55 2,583.33	0.00 0.00 0.00 2,583.33	2,583.33
3135G05X7	FNMA Note 0.375% Due 08/25/2025	Various Various 6,285,000.00	6,260,439.20 0.00 0.00 6,260,439.20	6,285.00 0.00 8,249.06 1,964.06	0.00 0.00 0.00 1,964.06	1,964.06
3135G06G3	FNMA Note 0.5% Due 11/07/2025	Various Various 6,300,000.00	6,279,895.00 0.00 0.00 6,279,895.00	2,100.00 0.00 4,725.00 2,625.00	0.00 0.00 0.00 2,625.00	2,625.00
3135G0T94	FNMA Note 2.375% Due 01/19/2023	04/11/2018 04/12/2018 5,500,000.00	5,418,930.00 0.00 0.00 5,418,930.00	47,895.83 0.00 58,781.25 10,885.42	0.00 0.00 0.00 10,885.42	10,885.42
3135G0W66	FNMA Note 1.625% Due 10/15/2024	Various Various 3,500,000.00	3,564,275.00 0.00 0.00 3,564,275.00	7,267.36 0.00 12,006.94 4,739.58	0.00 0.00 0.00 4,739.58	4,739.58



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3135G0X24	FNMA Note 1.625% Due 01/07/2025	Various Various 4,220,000.00	4,282,878.20 0.00 0.00 4,282,878.20	27,430.00 0.00 33,144.58 5,714.58	0.00 0.00 0.00 5,714.58	5,714.58
3137B4WB8	FHLMC K033 A2 3.06% Due 07/25/2023	07/23/2019 07/26/2019 3,350,000.00	3,458,875.00 0.00 0.00 3,458,875.00	1,708.50 8,542.50 1,708.50 8,542.50	0.00 0.00 0.00 8,542.50	8,542.50
3137B5JM6	FHLMC K034 A2 3.531% Due 07/25/2023	08/28/2018 08/31/2018 3,850,000.00	3,931,662.11 0.00 0.00 3,931,662.11	11,328.63 11,328.63 11,328.63 11,328.63	0.00 0.00 0.00 11,328.63	11,328.63
3137B7MZ9	FHLMC K036 A2 3.527% Due 10/25/2023	Various Various 3,750,000.00	3,837,910.16 0.00 0.00 3,837,910.16	2,204.38 11,022.00 2,204.38 11,022.00	0.00 0.00 0.00 11,022.00	11,022.00
3137BDDC7	FHLMC K716 A2 Due 06/25/2021	09/12/2017 09/14/2017 0.00	95,406.46 0.00 95,406.46 0.00	47.81 239.05 0.00 191.24	0.00 0.00 0.00 191.24	191.24
3137BFDQ1	FHLMC K717 A2 2.991% Due 09/25/2021	Various Various 1,601,660.03	1,792,374.65 0.00 174,212.23 1,618,162.42	4,421.93 4,421.93 3,992.13 3,992.13	0.00 0.00 0.00 3,992.13	3,992.13
3137BM6P6	FHLMC K721 A2 3.09% Due 08/25/2022	Various Various 3,957,506.40	4,103,098.92 0.00 6,609.15 4,096,489.77	10,207.02 10,207.02 10,190.58 10,190.58	0.00 0.00 0.00 10,190.58	10,190.58
3137BYPQ7	FHLMC K726 A2 2.905% Due 04/25/2024	04/22/2019 04/25/2019 3,595,346.16	3,624,711.03 0.00 3,663.76 3,621,047.27	8,712.54 8,712.54 8,703.73 8,703.73	0.00 0.00 0.00 8,703.73	8,703.73
3137EAEC9	FHLMC Note 1.125% Due 08/12/2021	09/26/2016 09/27/2016 2,375,000.00	2,357,520.00 0.00 0.00 2,357,520.00	8,089.84 0.00 10,316.41 2,226.57	0.00 0.00 0.00 2,226.57	2,226.57



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3137EAEN5	FHLMC Note 2.75% Due 06/19/2023	Various Various 4,550,000.00	4,527,967.50 0.00 0.00 4,527,967.50	56,306.25 62,562.50 4,170.84 10,427.09	0.00 0.00 0.00 10,427.09	10,427.09
3137EAEP0	FHLMC Note 1.5% Due 02/12/2025	02/13/2020 02/14/2020 6,575,000.00	6,569,937.25 0.00 0.00 6,569,937.25	29,861.46 0.00 38,080.21 8,218.75	0.00 0.00 0.00 8,218.75	8,218.75
3137EAEU9	FHLMC Note 0.375% Due 07/21/2025	Various Various 6,300,000.00	6,277,899.60 0.00 0.00 6,277,899.60	8,531.25 0.00 10,500.00 1,968.75	0.00 0.00 0.00 1,968.75	1,968.75
3137EAEX3	FHLMC Note 0.375% Due 09/23/2025	Various Various 6,295,000.00	6,276,346.05 0.00 0.00 6,276,346.05	4,458.96 0.00 6,426.14 1,967.18	0.00 0.00 0.00 1,967.18	1,967.18
404280BA6	HSBC Holdings PLC Note 3.6% Due 05/25/2023	05/15/2019 05/17/2019 1,200,000.00	1,228,680.00 0.00 0.00 1,228,680.00	720.00 0.00 4,320.00 3,600.00	0.00 0.00 0.00 3,600.00	3,600.00
404280BS7	HSBC Holdings PLC Callable Note 1X 5/18/2023 3.95% Due 05/18/2024	Various Various 2,750,000.00	2,887,177.50 0.00 0.00 2,887,177.50	3,922.57 0.00 12,974.65 9,052.08	0.00 0.00 0.00 9,052.08	9,052.08
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 07/15/2024	05/18/2020 05/27/2020 980,000.00	979,922.87 0.00 0.00 979,922.87	357.16 669.67 357.16 669.67	0.00 0.00 0.00 669.67	669.67
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 04/21/2025	02/17/2021 02/24/2021 770,000.00	769,985.91 0.00 0.00 769,985.91	57.75 173.25 57.75 173.25	0.00 0.00 0.00 173.25	173.25
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	09/22/2020 09/29/2020 1,625,000.00	1,624,761.29 0.00 0.00 1,624,761.29	217.12 501.04 217.12 501.04	0.00 0.00 0.00 501.04	501.04



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43815HAC1	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 08/22/2022	08/21/2018 08/28/2018 336,220.11	419,966.22 0.00 83,792.24 336,173.98	344.19 1,032.56 275.51 963.88	0.00 0.00 0.00 963.88	963.88
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 08/15/2023	08/20/2019 08/27/2019 1,898,532.22	2,029,983.15 0.00 131,466.69 1,898,516.46	1,605.96 3,011.17 1,501.95 2,907.16	0.00 0.00 0.00 2,907.16	2,907.16
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 05/15/2025	10/20/2020 10/28/2020 1,640,000.00	1,639,622.31 0.00 0.00 1,639,622.31	276.98 519.33 276.98 519.33	0.00 0.00 0.00 519.33	519.33
44891VAC5	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 06/17/2024	06/08/2021 06/16/2021 1,900,000.00	0.00 1,899,715.00 0.00 1,899,715.00	0.00 0.00 261.25 261.25	0.00 0.00 0.00 261.25	261.25
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 09/15/2025	04/20/2021 04/28/2021 1,340,000.00	1,339,859.03 0.00 0.00 1,339,859.03	226.31 424.33 226.31 424.33	0.00 0.00 0.00 424.33	424.33
4581X0CW6	Inter-American Dev Bank Note 2.125% Due 01/18/2022	11/03/2017 11/07/2017 4,000,000.00	4,008,600.00 0.00 0.00 4,008,600.00	31,402.78 0.00 38,486.11 7,083.33	0.00 0.00 0.00 7,083.33	7,083.33
4581X0CZ9	Inter-American Dev Bank Note 1.75% Due 09/14/2022	Various Various 3,600,000.00	3,512,573.00 0.00 0.00 3,512,573.00	13,475.00 0.00 18,725.00 5,250.00	0.00 0.00 0.00 5,250.00	5,250.00
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 04/20/2026	04/13/2021 04/20/2021 6,390,000.00	6,360,733.80 0.00 0.00 6,360,733.80	6,367.81 0.00 11,027.19 4,659.38	0.00 0.00 0.00 4,659.38	4,659.38
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	Various Various 6,300,000.00	6,272,360.85 0.00 0.00 6,272,360.85	2,887.50 0.00 5,512.51 2,625.01	0.00 0.00 0.00 2,625.01	2,625.01



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46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 04/22/2026	05/20/2021 05/24/2021 1,000,000.00	1,037,330.00 0.00 0.00 1,037,330.00	2,256.58 0.00 3,992.42 1,735.84	0.00 0.00 0.00 1,735.84	1,735.84
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 06/01/2025	05/24/2021 06/01/2021 3,295,000.00	0.00 3,299,268.65 0.00 3,299,268.65	0.00 0.00 2,262.57 2,262.57	0.00 0.00 0.00 2,262.57	2,262.57
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 06/23/2025	Various Various 1,565,000.00	0.00 1,565,968.20 0.00 1,565,968.20	0.00 (25.30) 336.99 311.69	0.00 0.00 0.00 311.69	311.69
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	07/16/2019 07/24/2019 709,445.01	755,604.23 0.00 46,309.84 709,294.39	742.33 1,391.87 696.83 1,346.37	0.00 0.00 0.00 1,346.37	1,346.37
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	07/14/2020 07/22/2020 740,000.00	739,887.22 0.00 0.00 739,887.22	167.73 314.50 167.73 314.50	0.00 0.00 0.00 314.50	314.50
47788EAC2	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	07/18/2018 07/25/2018 273,487.29	344,369.29 0.00 70,902.73 273,466.56	471.44 883.95 374.37 786.88	0.00 0.00 0.00 786.88	786.88
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 07/17/2023	08/27/2019 08/29/2019 1,209,768.88	1,359,924.30 0.00 124,967.65 1,234,956.65	1,722.96 3,230.56 1,564.63 3,072.23	0.00 0.00 0.00 3,072.23	3,072.23
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 08/15/2024	Various Various 2,065,000.00	2,069,450.34 0.00 0.00 2,069,450.34	1,009.55 1,892.92 1,009.55 1,892.92	0.00 0.00 0.00 1,892.92	1,892.92
48128BAB7	JP Morgan Chase & Co Callable Note 1X 1/15/2022 Due 01/15/2023	Various Various 0.00	1,743,132.50 0.00 1,743,132.50 0.00	19,648.23 22,826.61 0.00 3,178.38	0.00 0.00 0.00 3,178.38	3,178.38



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58769EAC2	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	09/15/2020 09/23/2020 975,000.00	974,950.57 0.00 0.00 974,950.57	173.33 325.00 173.33 325.00	0.00 0.00 0.00 325.00	325.00
58770FAC6	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	01/21/2020 01/29/2020 1,050,000.00	1,049,861.61 0.00 0.00 1,049,861.61	858.67 1,610.00 858.67 1,610.00	0.00 0.00 0.00 1,610.00	1,610.00
594918BP8	Microsoft Callable Note Cont 7/8/2021 1.55% Due 08/08/2021	Various 08/08/2016 1,875,000.00	1,872,774.45 0.00 0.00 1,872,774.45	9,122.39 0.00 11,544.28 2,421.89	0.00 0.00 0.00 2,421.89	2,421.89
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 07/15/2024	10/16/2019 10/23/2019 2,170,000.00	2,169,885.42 0.00 0.00 2,169,885.42	1,861.38 3,490.08 1,861.38 3,490.08	0.00 0.00 0.00 3,490.08	3,490.08
69353RFE3	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 07/28/2022	07/25/2017 07/28/2017 3,050,000.00	3,049,725.50 0.00 0.00 3,049,725.50	25,531.04 0.00 31,758.13 6,227.09	0.00 0.00 0.00 6,227.09	6,227.09
69371RP59	Paccar Financial Corp Note 3.4% Due 08/09/2023	08/06/2018 08/09/2018 2,300,000.00	2,299,057.00 0.00 0.00 2,299,057.00	24,328.89 0.00 30,845.56 6,516.67	0.00 0.00 0.00 6,516.67	6,516.67
69371RQ25	Paccar Financial Corp Note 2.15% Due 08/15/2024	08/08/2019 08/15/2019 715,000.00	713,419.85 0.00 0.00 713,419.85	4,526.35 0.00 5,807.39 1,281.04	0.00 0.00 0.00 1,281.04	1,281.04
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/01/2024	12/05/2019 12/09/2019 3,600,000.00	3,598,128.00 0.00 0.00 3,598,128.00	6,750.00 0.00 13,500.00 6,750.00	0.00 0.00 0.00 6,750.00	6,750.00
808513AT2	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 01/25/2023	Various Various 2,250,000.00	2,273,392.50 0.00 0.00 2,273,392.50	20,868.75 0.00 25,837.50 4,968.75	0.00 0.00 0.00 4,968.75	4,968.75



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808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 03/18/2024	03/16/2021 03/18/2021 1,775,000.00	1,774,112.50 0.00 0.00 1,774,112.50	2,699.48 0.00 3,808.85 1,109.37	0.00 0.00 0.00 1,109.37	1,109.37
89114QC48	Toronto Dominion Bank Note 3.5% Due 07/19/2023	07/27/2018 07/31/2018 1,910,000.00	1,904,461.00 0.00 0.00 1,904,461.00	24,511.67 0.00 30,082.50 5,570.83	0.00 0.00 0.00 5,570.83	5,570.83
89114QCB2	Toronto Dominion Bank Note 3.25% Due 03/11/2024	03/26/2019 03/28/2019 1,270,000.00	1,286,078.20 0.00 0.00 1,286,078.20	9,172.22 0.00 12,611.81 3,439.59	0.00 0.00 0.00 3,439.59	3,439.59
89236TDP7	Toyota Motor Credit Corp Note Due 01/11/2022	Various Various 0.00	3,038,938.00 0.00 3,038,938.00 0.00	31,344.44 35,150.56 0.00 3,806.12	0.00 0.00 0.00 3,806.12	3,806.12
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 06/18/2026	06/15/2021 06/18/2021 3,325,000.00	0.00 3,323,537.00 0.00 3,323,537.00	0.00 0.00 1,350.78 1,350.78	0.00 0.00 0.00 1,350.78	1,350.78
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 01/15/2025	10/06/2020 10/13/2020 1,290,000.00	1,289,759.67 0.00 0.00 1,289,759.67	200.67 376.25 200.67 376.25	0.00 0.00 0.00 376.25	376.25
89238TAD5	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 09/15/2022	07/25/2019 07/29/2019 468,791.65	608,308.70 0.00 134,554.45 473,754.25	791.88 1,484.78 616.72 1,309.62	0.00 0.00 0.00 1,309.62	1,309.62
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 05/15/2025	02/02/2021 02/08/2021 2,825,000.00	2,824,475.68 0.00 0.00 2,824,475.68	326.44 612.08 326.44 612.08	0.00 0.00 0.00 612.08	612.08
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 01/21/2025	01/16/2020 01/21/2020 4,145,000.00	4,136,171.15 0.00 0.00 4,136,171.15	30,684.51 0.00 37,765.56 7,081.05	0.00 0.00 0.00 7,081.05	7,081.05



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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
9128283D0	US Treasury Note 2.25% Due 10/31/2024	11/07/2019 11/08/2019 4,000,000.00	4,090,468.75 0.00 0.00 4,090,468.75	7,826.09 0.00 15,163.04 7,336.95	0.00 0.00 0.00 7,336.95	7,336.95
912828B66	US Treasury Note 2.75% Due 02/15/2024	Various Various 5,000,000.00	5,121,796.88 0.00 0.00 5,121,796.88	40,262.43 0.00 51,657.46 11,395.03	0.00 0.00 0.00 11,395.03	11,395.03
912828D56	US Treasury Note 2.375% Due 08/15/2024	12/12/2019 12/13/2019 5,000,000.00	5,140,234.38 0.00 0.00 5,140,234.38	34,772.10 0.00 44,613.26 9,841.16	0.00 0.00 0.00 9,841.16	9,841.16
912828J43	US Treasury Note 1.75% Due 02/28/2022	03/13/2017 03/15/2017 1,250,000.00	2,847,560.49 0.00 1,620,163.73 1,227,396.76	12,825.41 8,264.95 7,311.48 2,751.02	0.00 0.00 0.00 2,751.02	2,751.02
912828L24	US Treasury Note 1.875% Due 08/31/2022	10/17/2017 10/18/2017 4,500,000.00	4,478,906.25 0.00 0.00 4,478,906.25	21,323.03 0.00 28,201.43 6,878.40	0.00 0.00 0.00 6,878.40	6,878.40
912828N30	US Treasury Note 2.125% Due 12/31/2022	01/25/2018 01/26/2018 4,800,000.00	4,725,375.00 0.00 0.00 4,725,375.00	42,828.73 51,000.00 277.17 8,448.44	0.00 0.00 0.00 8,448.44	8,448.44
912828T91	US Treasury Note 1.625% Due 10/31/2023	05/29/2019 05/30/2019 5,000,000.00	4,909,960.94 0.00 0.00 4,909,960.94	7,065.22 0.00 13,688.86 6,623.64	0.00 0.00 0.00 6,623.64	6,623.64
912828V23	US Treasury Note 2.25% Due 12/31/2023	06/21/2019 06/24/2019 4,500,000.00	4,588,417.97 0.00 0.00 4,588,417.97	42,513.81 50,625.00 275.14 8,386.33	0.00 0.00 0.00 8,386.33	8,386.33
912828X70	US Treasury Note 2% Due 04/30/2024	Various Various 4,800,000.00	4,833,281.25 0.00 0.00 4,833,281.25	8,347.82 0.00 16,173.92 7,826.10	0.00 0.00 0.00 7,826.10	7,826.10



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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912828XG0	US Treasury Note 2.125% Due 06/30/2022	08/15/2017 08/17/2017 4,000,000.00	4,056,732.15 0.00 0.00 4,056,732.15	35,690.61 42,500.00 230.98 7,040.37	0.00 0.00 0.00 7,040.37	7,040.37
912828XX3	US Treasury Note 2% Due 06/30/2024	Various Various 4,900,000.00	4,942,253.91 0.00 0.00 4,942,253.91	41,149.18 49,000.00 266.30 8,117.12	0.00 0.00 0.00 8,117.12	8,117.12
912828ZC7	US Treasury Note 1.125% Due 02/28/2025	03/18/2020 03/19/2020 7,000,000.00	7,108,007.81 0.00 0.00 7,108,007.81	19,901.49 0.00 26,321.33 6,419.84	0.00 0.00 0.00 6,419.84	6,419.84
91282CAB7	US Treasury Note 0.25% Due 07/31/2025	03/12/2021 03/15/2021 6,000,000.00	5,879,062.50 0.00 0.00 5,879,062.50	5,013.81 0.00 6,256.91 1,243.10	0.00 0.00 0.00 1,243.10	1,243.10
91282CAM3	US Treasury Note 0.25% Due 09/30/2025	03/29/2021 03/30/2021 3,200,000.00	3,130,375.00 0.00 0.00 3,130,375.00	1,355.19 0.00 2,010.93 655.74	0.00 0.00 0.00 655.74	655.74
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	02/19/2021 02/22/2021 6,000,000.00	5,923,125.00 0.00 0.00 5,923,125.00	1,304.35 0.00 2,527.17 1,222.82	0.00 0.00 0.00 1,222.82	1,222.82
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	03/26/2021 03/29/2021 3,800,000.00	3,731,867.19 0.00 0.00 3,731,867.19	38.93 0.00 1,206.97 1,168.04	0.00 0.00 0.00 1,168.04	1,168.04
91282CBR1	US Treasury Note 0.25% Due 03/15/2024	03/30/2021 03/31/2021 2,900,000.00	2,892,976.56 0.00 0.00 2,892,976.56	1,536.68 0.00 2,127.72 591.04	0.00 0.00 0.00 591.04	591.04
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 05/15/2026	Various Various 805,000.00	0.00 807,605.05 0.00 807,605.05	0.00 (702.94) 1,080.04 377.10	0.00 0.00 0.00 377.10	377.10



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92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 02/20/2025	08/04/2020 08/12/2020 2,260,000.00	2,259,525.40 0.00 0.00 2,259,525.40	324.56 885.17 324.56 885.17	0.00 0.00 0.00 885.17	885.17
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 04/22/2024	10/01/2019 10/08/2019 1,390,000.00	1,389,892.83 0.00 0.00 1,389,892.83	823.96 2,247.17 823.96 2,247.17	0.00 0.00 0.00 2,247.17	2,247.17
931142EK5	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 06/26/2023	05/08/2019 05/13/2019 2,000,000.00	2,056,900.00 0.00 0.00 2,056,900.00	29,277.78 34,000.00 944.44 5,666.66	0.00 0.00 0.00 5,666.66	5,666.66
			<b>301,338,006.51</b>	<b>1,286,916.77</b>	<b>0.00</b>	
			<b>12,401,283.90</b>	<b>648,318.31</b>	<b>0.00</b>	
			<b>8,583,921.43</b>	<b>1,085,397.27</b>	<b>0.00</b>	
<b>Total Fixed Income</b>		<b>303,952,757.75</b>	<b>305,155,368.98</b>	<b>446,798.81</b>	<b>446,798.81</b>	<b>446,798.81</b>
<b>CASH &amp; EQUIVALENT</b>						
60934N807	Federated Investors Govt Oblig Fund Inst.	Various Various 1,021,833.26	4,025,273.48 (813,814.57) 2,189,625.65 1,021,833.26	0.00 34.66 0.00 34.66	0.00 0.00 0.00 34.66	34.66
89114W7M1	Toronto Dominion Yankee CD 0.24% Due 04/28/2022	04/29/2021 04/30/2021 500,000.00	499,999.98 0.00 0.00 499,999.98	113.33 0.00 213.33 100.00	0.00 0.00 0.00 100.00	100.00
			<b>4,525,273.46</b>	<b>113.33</b>	<b>0.00</b>	
			<b>(813,814.57)</b>	<b>34.66</b>	<b>0.00</b>	
			<b>2,189,625.65</b>	<b>213.33</b>	<b>0.00</b>	
<b>Total Cash &amp; Equivalent</b>		<b>1,521,833.26</b>	<b>1,521,833.24</b>	<b>134.66</b>	<b>134.66</b>	<b>134.66</b>



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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
<b>LOCAL AGENCY INVESTMENT FUND</b>						
90LAIF\$00	Local Agency Investment Fund	Various	43,403,319.19	15,675.42	0.00	11,300.42
	State Pool	Various	22,100,000.00	0.00	0.00	
		55,503,319.19	10,000,000.00	26,975.84	0.00	
			55,503,319.19	11,300.42	11,300.42	
			<b>43,403,319.19</b>	<b>15,675.42</b>	<b>0.00</b>	
			<b>22,100,000.00</b>	<b>0.00</b>	<b>0.00</b>	
			<b>10,000,000.00</b>	<b>26,975.84</b>	<b>0.00</b>	
<b>Total Local Agency Investment Fund</b>		<b>55,503,319.19</b>	<b>55,503,319.19</b>	<b>11,300.42</b>	<b>11,300.42</b>	<b>11,300.42</b>
			<b>349,266,599.16</b>	<b>1,302,705.52</b>	<b>0.00</b>	
			<b>33,687,469.33</b>	<b>648,352.97</b>	<b>0.00</b>	
			<b>20,773,547.08</b>	<b>1,112,586.44</b>	<b>0.00</b>	
<b>TOTAL PORTFOLIO</b>		<b>360,977,910.20</b>	<b>362,180,521.41</b>	<b>458,233.89</b>	<b>458,233.89</b>	<b>458,233.89</b>



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07/07/2021	Interest	3135G0X24	4,220,000.00	FNMA Note 1.625% Due 1/7/2025	0.00	34,287.50	34,287.50
07/12/2021	Purchase	79466LAG9	625,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	-624,681.25	0.00	-624,681.25
07/12/2021	Sale	60934N807	624,681.25	Federated Investors Govt Oblig Fund Inst.	624,681.25	0.00	624,681.25
07/14/2021	Interest	02665WCJ8	930,000.00	American Honda Finance Note 3.45% Due 7/14/2023	0.00	16,042.50	16,042.50
07/14/2021	Maturity	3130A8QS5	2,900,000.00	FHLB Note 1.125% Due 7/14/2021	2,900,000.00	16,312.50	2,916,312.50
07/15/2021	Dividend	90LAIF\$00	3,260,585,239.64	Local Agency Investment Fund State Pool	0.00	26,545.29	26,545.29
07/15/2021	Paydown	43815NAC8	1,898,532.22	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	165,773.21	2,816.16	168,589.37
07/15/2021	Paydown	47788EAC2	273,487.29	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	15,474.44	701.95	16,176.39
07/15/2021	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	26,162.11	669.67	26,831.78
07/15/2021	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	505.08	505.08
07/15/2021	Paydown	477870AC3	709,445.01	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	22,941.48	1,306.56	24,248.04
07/15/2021	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	51,626.79	1,892.91	53,519.70
07/15/2021	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	31,982.21	376.25	32,358.46
07/15/2021	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	612.08	612.08
07/15/2021	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
07/15/2021	Paydown	47789JAD8	1,209,768.88	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	85,090.61	2,933.69	88,024.30
07/15/2021	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	0.00	325.00	325.00



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07/15/2021	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	56,307.19	3,490.08	59,797.27
07/15/2021	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	519.33	519.33
07/15/2021	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	0.00	314.50	314.50
07/15/2021	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	105,783.83	1,610.00	107,393.83
07/15/2021	Paydown	89238TAD5	468,791.65	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	30,208.99	1,156.35	31,365.34
07/17/2021	Interest	24422EVN6	2,140,000.00	John Deere Capital Corp Note 0.45% Due 1/17/2024	0.00	3,557.75	3,557.75
07/18/2021	Interest	4581X0CW6	4,000,000.00	Inter-American Dev Bank Note 2.125% Due 1/18/2022	0.00	42,500.00	42,500.00
07/18/2021	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	501.04	501.04
07/19/2021	Interest	3135G0T94	5,500,000.00	FNMA Note 2.375% Due 1/19/2023	0.00	65,312.50	65,312.50
07/19/2021	Interest	89114QC48	1,910,000.00	Toronto Dominion Bank Note 3.5% Due 7/19/2023	0.00	33,425.00	33,425.00
07/19/2021	Paydown	3137BDDC7	0.00	FHLMC K716 A2	91,647.48	239.05	91,886.53
07/19/2021	Paydown	3137BFDQ1	0.00	FHLMC K717 A2 2.991% Due 9/25/2021	172,435.57	4,421.93	176,857.50
07/19/2021	Paydown	3137B5JM6	0.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
07/19/2021	Paydown	3137BM6P6	0.00	FHLMC K721 A2 3.09% Due 8/25/2022	6,384.92	10,207.02	16,591.94
07/19/2021	Paydown	3137BYPQ7	0.00	FHLMC K726 A2 2.905% Due 4/25/2024	3,637.76	8,712.54	12,350.30
07/20/2021	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	38,215.69	2,247.17	40,462.86
07/20/2021	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	50,932.38	885.17	51,817.55



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07/21/2021	Interest	3137EAEU9	6,300,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	11,812.50	11,812.50
07/21/2021	Interest	90331HPL1	4,145,000.00	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	0.00	42,486.25	42,486.25
07/21/2021	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
07/21/2021	Paydown	43815HAC1	336,220.11	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	22,031.48	826.54	22,858.02
07/25/2021	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
07/25/2021	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
07/25/2021	Interest	3137BM6P6	3,957,506.40	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	10,190.58	10,190.58
07/25/2021	Interest	3137BYPQ7	3,595,346.16	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	8,703.73	8,703.73
07/25/2021	Interest	808513AT2	2,250,000.00	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 1/25/2023	0.00	29,812.50	29,812.50
07/25/2021	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
07/25/2021	Paydown	3137BFDQ1	1,601,660.03	FHLMC K717 A2 2.991% Due 9/25/2021	532,183.66	3,992.13	536,175.79
07/28/2021	Interest	69353RFE3	3,050,000.00	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	0.00	37,362.50	37,362.50
07/31/2021	Interest	91282CAB7	6,000,000.00	US Treasury Note 0.25% Due 7/31/2025	0.00	7,500.00	7,500.00
<b>JUL 2021</b>					<b>4,408,819.80</b>	<b>479,932.51</b>	<b>4,888,752.31</b>
08/08/2021	Maturity	594918BP8	1,875,000.00	Microsoft Callable Note Cont 7/8/2021 1.55% Due 8/8/2021	1,875,000.00	14,531.25	1,889,531.25
08/09/2021	Interest	69371RP59	2,300,000.00	Paccar Financial Corp Note 3.4% Due 8/9/2023	0.00	39,100.00	39,100.00
08/11/2021	Interest	06406RAJ6	3,254,000.00	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	0.00	56,131.50	56,131.50



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08/12/2021	Interest	3137EAEP0	6,575,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	49,312.50	49,312.50
08/12/2021	Maturity	3137EAEC9	2,375,000.00	FHLMC Note 1.125% Due 8/12/2021	2,375,000.00	13,359.38	2,388,359.38
08/15/2021	Interest	912828B66	5,000,000.00	US Treasury Note 2.75% Due 2/15/2024	0.00	68,750.00	68,750.00
08/15/2021	Interest	912828D56	5,000,000.00	US Treasury Note 2.375% Due 8/15/2024	0.00	59,375.00	59,375.00
08/15/2021	Interest	69371RQ25	715,000.00	Paccar Financial Corp Note 2.15% Due 8/15/2024	0.00	7,686.25	7,686.25
08/15/2021	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	0.00	314.50	314.50
08/15/2021	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	100,324.37	1,447.80	101,772.17
08/15/2021	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	56,433.88	3,399.52	59,833.40
08/15/2021	Paydown	89238TAD5	468,791.65	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	30,354.99	1,081.84	31,436.83
08/15/2021	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	612.08	612.08
08/15/2021	Paydown	43815NAC8	1,898,532.22	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	160,231.11	2,570.26	162,801.37
08/15/2021	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
08/15/2021	Paydown	47789JAD8	1,209,768.88	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	85,292.00	2,727.34	88,019.34
08/15/2021	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	0.00	325.00	325.00
08/15/2021	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	26,179.99	651.79	26,831.78
08/15/2021	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	519.33	519.33
08/15/2021	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/15/2021	Paydown	47788EAC2	273,487.29	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	15,549.23	662.23	16,211.46
08/15/2021	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	51,768.76	1,845.59	53,614.35
08/15/2021	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	31,901.16	366.92	32,268.08
08/15/2021	Paydown	477870AC3	709,445.01	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	22,989.27	1,264.31	24,253.58
08/18/2021	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	501.04	501.04
08/20/2021	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	38,301.69	2,185.38	40,487.07
08/20/2021	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	50,952.33	865.22	51,817.55
08/21/2021	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
08/21/2021	Paydown	43815HAC1	336,220.11	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	22,085.64	772.38	22,858.02
08/25/2021	Interest	3135G05X7	6,285,000.00	FNMA Note 0.375% Due 8/25/2025	0.00	11,784.38	11,784.38
08/25/2021	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
08/25/2021	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
08/25/2021	Interest	3137BYPQ7	3,595,346.16	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	8,703.73	8,703.73
08/25/2021	Interest	3137BM6P6	3,957,506.40	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	10,190.58	10,190.58
08/25/2021	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
08/25/2021	Paydown	3137BFDQ1	1,601,660.03	FHLMC K717 A2 2.991% Due 9/25/2021	533,884.86	2,665.67	536,550.53
08/31/2021	Interest	912828J43	1,250,000.00	US Treasury Note 1.75% Due 2/28/2022	0.00	10,937.50	10,937.50



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/31/2021	Interest	912828ZC7	7,000,000.00	US Treasury Note 1.125% Due 2/28/2025	0.00	39,375.00	39,375.00
08/31/2021	Interest	912828L24	4,500,000.00	US Treasury Note 1.875% Due 8/31/2022	0.00	42,187.50	42,187.50
<b>AUG 2021</b>					<b>5,476,249.28</b>	<b>488,215.85</b>	<b>5,964,465.13</b>
09/05/2021	Interest	06051GHF9	3,250,000.00	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	0.00	57,687.50	57,687.50
09/06/2021	Interest	24422ETG4	1,500,000.00	John Deere Capital Corp Note 2.8% Due 3/6/2023	0.00	21,000.00	21,000.00
09/08/2021	Interest	3130A0XE5	1,000,000.00	FHLB Note 3.25% Due 3/8/2024	0.00	16,250.00	16,250.00
09/08/2021	Interest	3130AB3H7	4,000,000.00	FHLB Note 2.375% Due 3/8/2024	0.00	47,500.00	47,500.00
09/11/2021	Interest	89114QCB2	1,270,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	20,637.50	20,637.50
09/13/2021	Interest	3130A2UW4	4,000,000.00	FHLB Note 2.875% Due 9/13/2024	0.00	57,500.00	57,500.00
09/14/2021	Interest	4581X0CZ9	3,600,000.00	Inter-American Dev Bank Note 1.75% Due 9/14/2022	0.00	31,500.00	31,500.00
09/15/2021	Interest	91282CBR1	2,900,000.00	US Treasury Note 0.25% Due 3/15/2024	0.00	3,625.00	3,625.00
09/15/2021	Interest	084670BR8	2,500,000.00	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 3/15/2023	0.00	34,375.00	34,375.00
09/15/2021	Paydown	477870AC3	709,445.01	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	23,037.17	1,221.97	24,259.14
09/15/2021	Paydown	47789JAD8	1,209,768.88	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	85,493.85	2,520.51	88,014.36
09/15/2021	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	0.00	325.00	325.00
09/15/2021	Paydown	43815NAC8	1,898,532.22	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	154,675.59	2,332.58	157,008.17
09/15/2021	Paydown	89238TAD5	468,791.65	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	30,501.71	1,006.96	31,508.67



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/15/2021	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	26,197.88	633.90	26,831.78
09/15/2021	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
09/15/2021	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
09/15/2021	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	0.00	314.50	314.50
09/15/2021	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	51,911.14	1,798.13	53,709.27
09/15/2021	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	56,560.85	3,308.76	59,869.61
09/15/2021	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	31,819.20	357.62	32,176.82
09/15/2021	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	612.08	612.08
09/15/2021	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	519.33	519.33
09/15/2021	Paydown	47788EAC2	273,487.29	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	15,624.39	622.32	16,246.71
09/15/2021	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	94,842.17	1,293.97	96,136.14
09/18/2021	Interest	808513BN4	1,775,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	0.00	6,656.25	6,656.25
09/18/2021	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	501.04	501.04
09/20/2021	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	50,972.29	845.26	51,817.55
09/20/2021	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	38,387.86	2,123.46	40,511.32
09/21/2021	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
09/21/2021	Paydown	43815HAC1	336,220.11	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	22,139.93	718.09	22,858.02



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/23/2021	Interest	3137EAEX3	6,295,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	11,803.13	11,803.13
09/25/2021	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
09/25/2021	Interest	3137BM6P6	3,957,506.40	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	10,190.58	10,190.58
09/25/2021	Interest	3137BYPQ7	3,595,346.16	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	8,703.73	8,703.73
09/25/2021	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
09/25/2021	Paydown	3137BFDQ1	1,601,660.03	FHLMC K717 A2 2.991% Due 9/25/2021	535,591.52	1,334.96	536,926.48
09/25/2021	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
09/30/2021	Interest	91282CAM3	3,200,000.00	US Treasury Note 0.25% Due 9/30/2025	0.00	4,000.00	4,000.00
<b>SEP 2021</b>					<b>1,217,755.55</b>	<b>385,832.21</b>	<b>1,603,587.76</b>
10/01/2021	Interest	13063DRK6	3,385,000.00	California State Taxable GO 2.4% Due 10/1/2024	0.00	40,620.00	40,620.00
10/10/2021	Interest	02665WCQ2	2,260,000.00	American Honda Finance Note 3.625% Due 10/10/2023	0.00	40,962.50	40,962.50
10/12/2021	Maturity	3130AF5B9	2,500,000.00	FHLB Note 3% Due 10/12/2021	2,500,000.00	37,500.00	2,537,500.00
10/15/2021	Interest	3135G0W66	3,500,000.00	FNMA Note 1.625% Due 10/15/2024	0.00	28,437.50	28,437.50
10/15/2021	Paydown	477870AC3	709,445.01	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	23,085.15	1,179.55	24,264.70
10/15/2021	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	0.00	314.50	314.50
10/15/2021	Paydown	89238TAD5	468,791.65	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	30,649.14	931.72	31,580.86
10/15/2021	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	612.08	612.08



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/15/2021	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	26,215.78	616.00	26,831.78
10/15/2021	Paydown	43815NAC8	1,898,532.22	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	149,106.61	2,103.15	151,209.76
10/15/2021	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
10/15/2021	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
10/15/2021	Paydown	47788EAC2	273,487.29	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	15,699.90	582.22	16,282.12
10/15/2021	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	52,053.88	1,750.56	53,804.44
10/15/2021	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	31,736.33	348.34	32,084.67
10/15/2021	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	89,337.16	1,148.54	90,485.70
10/15/2021	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	56,688.11	3,217.79	59,905.90
10/15/2021	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	519.33	519.33
10/15/2021	Paydown	47789JAD8	1,209,768.88	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	85,696.19	2,313.19	88,009.38
10/15/2021	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	0.00	325.00	325.00
10/18/2021	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	501.04	501.04
10/20/2021	Interest	4581X0DV7	6,390,000.00	Inter-American Dev Bank Note 0.875% Due 4/20/2026	0.00	27,956.25	27,956.25
10/20/2021	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	50,992.25	825.30	51,817.55
10/20/2021	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	38,474.24	2,061.40	40,535.64
10/21/2021	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/21/2021	Paydown	43815HAC1	336,220.11	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	22,194.36	663.66	22,858.02
10/22/2021	Interest	46647PBK1	1,000,000.00	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	0.00	10,415.00	10,415.00
10/22/2021	Interest	3135G03U5	5,270,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	16,468.75	16,468.75
10/25/2021	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
10/25/2021	Interest	3137BYPQ7	3,595,346.16	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	8,703.73	8,703.73
10/25/2021	Interest	3137BM6P6	3,957,506.40	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	10,190.58	10,190.58
10/25/2021	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
10/25/2021	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
10/28/2021	Interest	45905JL8	6,300,000.00	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	0.00	15,750.00	15,750.00
10/31/2021	Interest	9128283D0	4,000,000.00	US Treasury Note 2.25% Due 10/31/2024	0.00	45,000.00	45,000.00
10/31/2021	Interest	912828T91	5,000,000.00	US Treasury Note 1.625% Due 10/31/2023	0.00	40,625.00	40,625.00
10/31/2021	Interest	912828X70	4,800,000.00	US Treasury Note 2% Due 4/30/2024	0.00	48,000.00	48,000.00
10/31/2021	Interest	91282CAT8	6,000,000.00	US Treasury Note 0.25% Due 10/31/2025	0.00	7,500.00	7,500.00
<b>OCT 2021</b>					<b>3,171,929.10</b>	<b>430,155.76</b>	<b>3,602,084.86</b>
11/01/2021	Interest	78015K7C2	3,600,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	40,500.00	40,500.00
11/03/2021	Interest	037833AK6	2,215,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.00	26,580.00	26,580.00
11/07/2021	Interest	3135G06G3	6,300,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	15,750.00	15,750.00



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/08/2021	Interest	14913Q3B3	2,593,000.00	Caterpillar Finl Service Note 2.15% Due 11/8/2024	0.00	27,874.75	27,874.75
11/12/2021	Interest	023135BX3	4,865,000.00	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	0.00	24,325.00	24,325.00
11/15/2021	Interest	91324PEC2	805,000.00	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	0.00	4,525.89	4,525.89
11/15/2021	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	519.33	519.33
11/15/2021	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	83,809.23	1,011.56	84,820.79
11/15/2021	Paydown	89238TAD5	468,791.65	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	30,797.28	856.12	31,653.40
11/15/2021	Paydown	43815NAC8	1,898,532.22	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	143,524.17	1,881.97	145,406.14
11/15/2021	Paydown	47788EAC2	273,487.29	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	15,775.79	541.92	16,317.71
11/15/2021	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	26,233.70	598.08	26,831.78
11/15/2021	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
11/15/2021	Paydown	477870AC3	709,445.01	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	23,133.25	1,137.03	24,270.28
11/15/2021	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	0.00	314.50	314.50
11/15/2021	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	52,197.03	1,702.84	53,899.87
11/15/2021	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	31,652.55	339.08	31,991.63
11/15/2021	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	612.08	612.08
11/15/2021	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/15/2021	Paydown	47789JAD8	1,209,768.88	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	85,899.00	2,105.38	88,004.38
11/15/2021	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	0.00	325.00	325.00
11/15/2021	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	56,815.66	3,126.62	59,942.28
11/18/2021	Interest	404280BS7	2,750,000.00	HSBC Holdings PLC Callable Note 1X 5/18/2023 3.95% Due 5/18/2024	0.00	54,312.50	54,312.50
11/18/2021	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	501.04	501.04
11/20/2021	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	38,560.80	1,999.20	40,560.00
11/20/2021	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	51,012.22	805.33	51,817.55
11/21/2021	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
11/21/2021	Paydown	43815HAC1	336,220.11	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	22,248.92	609.10	22,858.02
11/25/2021	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
11/25/2021	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
11/25/2021	Interest	3137BM6P6	3,957,506.40	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	10,190.58	10,190.58
11/25/2021	Interest	3137BYPQ7	3,595,346.16	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	8,703.73	8,703.73
11/25/2021	Interest	404280BA6	1,200,000.00	HSBC Holdings PLC Note 3.6% Due 5/25/2023	0.00	21,600.00	21,600.00
11/25/2021	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
11/30/2021	Interest	91282CAZ4	3,800,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	7,125.00	7,125.00
<b>NOV 2021</b>					<b>661,659.60</b>	<b>292,486.71</b>	<b>954,146.31</b>



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/01/2021	Interest	46647PCH7	3,295,000.00	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	0.00	13,575.40	13,575.40
12/08/2021	Interest	3130A0F70	3,500,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	59,062.50	59,062.50
12/14/2021	Interest	3130A1XJ2	5,500,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	79,062.51	79,062.51
12/15/2021	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	0.00	314.50	314.50
12/15/2021	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	78,258.32	883.05	79,141.37
12/15/2021	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	56,943.49	3,035.24	59,978.73
12/15/2021	Paydown	89238TAD5	468,791.65	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	30,946.12	780.16	31,726.28
12/15/2021	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	612.08	612.08
12/15/2021	Paydown	43815NAC8	1,898,532.22	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	137,928.21	1,669.08	139,597.29
12/15/2021	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
12/15/2021	Paydown	47789JAD8	1,209,768.88	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	86,102.30	1,897.07	87,999.37
12/15/2021	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	0.00	325.00	325.00
12/15/2021	Paydown	477870AC3	709,445.01	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	23,181.44	1,094.43	24,275.87
12/15/2021	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	26,251.62	580.16	26,831.78
12/15/2021	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	519.33	519.33
12/15/2021	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
12/15/2021	Paydown	47788EAC2	273,487.29	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	15,852.04	501.43	16,353.47



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/15/2021	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	52,340.58	1,654.99	53,995.57
12/15/2021	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	31,567.83	329.85	31,897.68
12/17/2021	Interest	3135G04Z3	6,200,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	15,500.00	15,500.00
12/18/2021	Interest	89236TJK2	3,325,000.00	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	0.00	18,703.13	18,703.13
12/18/2021	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	501.04	501.04
12/19/2021	Interest	06051GJD2	1,500,000.00	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	0.00	9,892.50	9,892.50
12/19/2021	Interest	3137EAEN5	4,550,000.00	FHLMC Note 2.75% Due 6/19/2023	0.00	62,562.50	62,562.50
12/20/2021	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	38,647.57	1,936.86	40,584.43
12/20/2021	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	51,032.20	785.35	51,817.55
12/21/2021	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
12/21/2021	Paydown	43815HAC1	336,220.11	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	22,303.62	554.40	22,858.02
12/23/2021	Interest	46647PCK0	1,565,000.00	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	0.00	7,582.43	7,582.43
12/24/2021	Interest	166764AH3	3,000,000.00	Chevron Corp Callable Note Cont 3/24/2023 3.191% Due 6/24/2023	0.00	47,865.00	47,865.00
12/25/2021	Interest	3137BYPQ7	3,595,346.16	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	8,703.73	8,703.73
12/25/2021	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
12/25/2021	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
12/25/2021	Interest	3137BM6P6	3,957,506.40	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	10,190.58	10,190.58



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/25/2021	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
12/26/2021	Interest	931142EK5	2,000,000.00	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 6/26/2023	0.00	34,000.00	34,000.00
12/31/2021	Interest	912828V23	4,500,000.00	US Treasury Note 2.25% Due 12/31/2023	0.00	50,625.00	50,625.00
12/31/2021	Interest	912828XG0	4,000,000.00	US Treasury Note 2.125% Due 6/30/2022	0.00	42,500.00	42,500.00
12/31/2021	Interest	912828N30	4,800,000.00	US Treasury Note 2.125% Due 12/31/2022	0.00	51,000.00	51,000.00
12/31/2021	Interest	912828XX3	4,900,000.00	US Treasury Note 2% Due 6/30/2024	0.00	49,000.00	49,000.00
<b>DEC 2021</b>					<b>651,355.34</b>	<b>609,812.38</b>	<b>1,261,167.72</b>
01/07/2022	Interest	3135G0X24	4,220,000.00	FNMA Note 1.625% Due 1/7/2025	0.00	34,287.50	34,287.50
01/14/2022	Interest	02665WCJ8	930,000.00	American Honda Finance Note 3.45% Due 7/14/2023	0.00	16,042.50	16,042.50
01/15/2022	Paydown	43815NAC8	1,898,532.22	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	132,318.72	1,464.49	133,783.21
01/15/2022	Paydown	47789JAD8	1,209,768.88	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	86,306.07	1,688.27	87,994.34
01/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	0.00	325.00	325.00
01/15/2022	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	57,071.62	2,943.65	60,015.27
01/15/2022	Paydown	89238TAD5	468,791.65	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	31,095.70	703.82	31,799.52
01/15/2022	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	26,269.56	562.22	26,831.78
01/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
01/15/2022	Paydown	477870AC3	709,445.01	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	23,229.75	1,051.73	24,281.48



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	0.00	314.50	314.50
01/15/2022	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	52,484.51	1,607.01	54,091.52
01/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	31,482.19	320.64	31,802.83
01/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	612.08	612.08
01/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	519.33	519.33
01/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
01/15/2022	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	72,684.34	763.06	73,447.40
01/15/2022	Paydown	47788EAC2	273,487.29	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	15,928.65	460.75	16,389.40
01/17/2022	Interest	24422EVN6	2,140,000.00	John Deere Capital Corp Note 0.45% Due 1/17/2024	0.00	4,815.00	4,815.00
01/18/2022	Maturity	4581X0CW6	4,000,000.00	Inter-American Dev Bank Note 2.125% Due 1/18/2022	4,000,000.00	42,500.00	4,042,500.00
01/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	501.04	501.04
01/19/2022	Interest	89114QC48	1,910,000.00	Toronto Dominion Bank Note 3.5% Due 7/19/2023	0.00	33,425.00	33,425.00
01/19/2022	Interest	3135G0T94	5,500,000.00	FNMA Note 2.375% Due 1/19/2023	0.00	65,312.50	65,312.50
01/20/2022	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	38,734.52	1,874.38	40,608.90
01/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	51,052.19	765.36	51,817.55
01/21/2022	Interest	3137EAEU9	6,300,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	11,812.50	11,812.50
01/21/2022	Interest	90331HPL1	4,145,000.00	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	0.00	42,486.25	42,486.25



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
01/21/2022	Paydown	43815HAC1	336,220.11	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	22,358.45	499.57	22,858.02
01/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
01/25/2022	Interest	3137BM6P6	3,957,506.40	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	10,190.58	10,190.58
01/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
01/25/2022	Interest	3137BY PQ7	3,595,346.16	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	8,703.73	8,703.73
01/25/2022	Interest	808513AT2	2,250,000.00	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 1/25/2023	0.00	29,812.50	29,812.50
01/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
01/28/2022	Interest	69353RFE3	3,050,000.00	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	0.00	37,362.50	37,362.50
01/31/2022	Interest	91282CAB7	6,000,000.00	US Treasury Note 0.25% Due 7/31/2025	0.00	7,500.00	7,500.00
<b>JAN 2022</b>					<b>4,641,016.27</b>	<b>393,240.54</b>	<b>5,034,256.81</b>
02/09/2022	Interest	69371RP59	2,300,000.00	Paccar Financial Corp Note 3.4% Due 8/9/2023	0.00	39,100.00	39,100.00
02/11/2022	Interest	06406RAJ6	3,254,000.00	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	0.00	56,131.50	56,131.50
02/12/2022	Interest	3137EAEP0	6,575,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	49,312.50	49,312.50
02/15/2022	Interest	912828B66	5,000,000.00	US Treasury Note 2.75% Due 2/15/2024	0.00	68,750.00	68,750.00
02/15/2022	Interest	912828D56	5,000,000.00	US Treasury Note 2.375% Due 8/15/2024	0.00	59,375.00	59,375.00
02/15/2022	Interest	69371RQ25	715,000.00	Paccar Financial Corp Note 2.15% Due 8/15/2024	0.00	7,686.25	7,686.25



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02/15/2022	Paydown	89238TAD5	468,791.65	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	31,246.00	627.12	31,873.12
02/15/2022	Paydown	477870AC3	709,445.01	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	23,278.14	1,008.95	24,287.09
02/15/2022	Paydown	43815NAC8	1,898,532.22	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	126,695.68	1,268.21	127,963.89
02/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
02/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	0.00	314.50	314.50
02/15/2022	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	67,087.20	651.61	67,738.81
02/15/2022	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	57,200.03	2,851.86	60,051.89
02/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	612.08	612.08
02/15/2022	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	26,287.51	544.27	26,831.78
02/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	519.33	519.33
02/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
02/15/2022	Paydown	47788EAC2	273,487.29	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	16,005.64	419.86	16,425.50
02/15/2022	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	52,628.84	1,558.90	54,187.74
02/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	31,395.61	311.46	31,707.07
02/15/2022	Paydown	47789JAD8	1,209,768.88	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	86,510.33	1,478.98	87,989.31
02/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	85,297.86	325.00	85,622.86
02/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	501.04	501.04



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02/19/2022	Paydown	3137BM6P6	3,957,506.40	FHLMC K721 A2 3.09% Due 8/25/2022	37,702.51	77.66	37,780.17
02/20/2022	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	38,821.67	1,811.76	40,633.43
02/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	51,072.19	745.36	51,817.55
02/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
02/21/2022	Paydown	43815HAC1	336,220.11	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	22,413.41	444.61	22,858.02
02/25/2022	Interest	3137BM6P6	3,957,506.40	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	10,093.49	10,093.49
02/25/2022	Interest	3137BYPQ7	3,595,346.16	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	8,703.73	8,703.73
02/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
02/25/2022	Interest	3135G05X7	6,285,000.00	FNMA Note 0.375% Due 8/25/2025	0.00	11,784.38	11,784.38
02/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
02/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
02/28/2022	Interest	912828ZC7	7,000,000.00	US Treasury Note 1.125% Due 2/28/2025	0.00	39,375.00	39,375.00
02/28/2022	Interest	912828L24	4,500,000.00	US Treasury Note 1.875% Due 8/31/2022	0.00	42,187.50	42,187.50
02/28/2022	Maturity	912828J43	1,250,000.00	US Treasury Note 1.75% Due 2/28/2022	1,250,000.00	10,937.50	1,260,937.50
<b>FEB 2022</b>					<b>2,003,642.62</b>	<b>451,522.49</b>	<b>2,455,165.11</b>
03/05/2022	Interest	06051GHF9	3,250,000.00	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	0.00	57,687.50	57,687.50
03/06/2022	Interest	24422ETG4	1,500,000.00	John Deere Capital Corp Note 2.8% Due 3/6/2023	0.00	21,000.00	21,000.00



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03/08/2022	Interest	3130A0XE5	1,000,000.00	FHLB Note 3.25% Due 3/8/2024	0.00	16,250.00	16,250.00
03/08/2022	Interest	3130AB3H7	4,000,000.00	FHLB Note 2.375% Due 3/8/2024	0.00	47,500.00	47,500.00
03/11/2022	Interest	89114QCB2	1,270,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	20,637.50	20,637.50
03/13/2022	Interest	3130A2UW4	4,000,000.00	FHLB Note 2.875% Due 9/13/2024	0.00	57,500.00	57,500.00
03/14/2022	Interest	4581X0CZ9	3,600,000.00	Inter-American Dev Bank Note 1.75% Due 9/14/2022	0.00	31,500.00	31,500.00
03/15/2022	Interest	91282CBR1	2,900,000.00	US Treasury Note 0.25% Due 3/15/2024	0.00	3,625.00	3,625.00
03/15/2022	Interest	084670BR8	2,500,000.00	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 3/15/2023	0.00	34,375.00	34,375.00
03/15/2022	Paydown	477870AC3	709,445.01	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	23,326.64	966.08	24,292.72
03/15/2022	Paydown	47789JAD8	1,209,768.88	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	86,715.07	1,269.19	87,984.26
03/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	84,563.12	296.57	84,859.69
03/15/2022	Paydown	89238TAD5	468,791.65	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	31,397.01	550.05	31,947.06
03/15/2022	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	26,305.48	526.30	26,831.78
03/15/2022	Paydown	43815NAC8	1,898,532.22	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	121,059.03	1,080.28	122,139.31
03/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
03/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	32,035.51	314.50	32,350.01
03/15/2022	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	52,773.58	1,510.65	54,284.23
03/15/2022	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	57,328.73	2,759.87	60,088.60



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	31,308.09	302.30	31,610.39
03/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	612.08	612.08
03/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	519.33	519.33
03/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
03/15/2022	Paydown	47788EAC2	273,487.29	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	16,083.00	378.78	16,461.78
03/15/2022	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	61,466.82	548.74	62,015.56
03/18/2022	Interest	808513BN4	1,775,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	0.00	6,656.25	6,656.25
03/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,142.63	501.04	77,643.67
03/19/2022	Paydown	3137BM6P6	3,957,506.40	FHLMC K721 A2 3.09% Due 8/25/2022	277,658.21	571.98	278,230.19
03/20/2022	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	38,909.02	1,749.00	40,658.02
03/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	51,092.19	725.36	51,817.55
03/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
03/21/2022	Paydown	43815HAC1	336,220.11	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	22,468.51	389.51	22,858.02
03/23/2022	Interest	3137EAEX3	6,295,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	11,803.13	11,803.13
03/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
03/25/2022	Interest	3137BM6P6	3,957,506.40	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	9,378.52	9,378.52
03/25/2022	Interest	3137BYPQ7	3,595,346.16	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	8,703.73	8,703.73



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
03/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
03/31/2022	Interest	91282CAM3	3,200,000.00	US Treasury Note 0.25% Due 9/30/2025	0.00	4,000.00	4,000.00
<b>MAR 2022</b>					<b>1,091,632.64</b>	<b>378,201.32</b>	<b>1,469,833.96</b>
04/01/2022	Interest	13063DRK6	3,385,000.00	California State Taxable GO 2.4% Due 10/1/2024	0.00	40,620.00	40,620.00
04/10/2022	Interest	02665WCQ2	2,260,000.00	American Honda Finance Note 3.625% Due 10/10/2023	0.00	40,962.50	40,962.50
04/15/2022	Interest	3135G0W66	3,500,000.00	FNMA Note 1.625% Due 10/15/2024	0.00	28,437.50	28,437.50
04/15/2022	Paydown	477870AC3	709,445.01	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	23,375.23	923.12	24,298.35
04/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	32,048.07	300.88	32,348.95
04/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	612.08	612.08
04/15/2022	Paydown	43815NAC8	1,898,532.22	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	115,408.77	900.71	116,309.48
04/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
04/15/2022	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	55,823.11	454.49	56,277.60
04/15/2022	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	57,457.72	2,667.66	60,125.38
04/15/2022	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	26,323.45	508.33	26,831.78
04/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
04/15/2022	Paydown	47788EAC2	273,487.29	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	16,160.74	337.50	16,498.24



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04/15/2022	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	52,918.70	1,462.28	54,380.98
04/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	31,219.61	293.17	31,512.78
04/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	519.33	519.33
04/15/2022	Paydown	47789JAD8	1,209,768.88	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	86,920.29	1,058.91	87,979.20
04/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	83,828.02	268.38	84,096.40
04/15/2022	Paydown	89238TAD5	468,791.65	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	31,548.77	472.60	32,021.37
04/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,166.41	477.26	77,643.67
04/19/2022	Paydown	3137BM6P6	3,957,506.40	FHLMC K721 A2 3.09% Due 8/25/2022	278,726.95	574.18	279,301.13
04/20/2022	Interest	4581X0DV7	6,390,000.00	Inter-American Dev Bank Note 0.875% Due 4/20/2026	0.00	27,956.25	27,956.25
04/20/2022	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	38,996.56	1,686.10	40,682.66
04/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	51,112.20	705.35	51,817.55
04/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
04/21/2022	Paydown	43815HAC1	336,220.11	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	22,523.75	334.27	22,858.02
04/22/2022	Interest	3135G03U5	5,270,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	16,468.75	16,468.75
04/22/2022	Interest	46647PBK1	1,000,000.00	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	0.00	10,415.00	10,415.00
04/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
04/25/2022	Interest	3137BM6P6	3,957,506.40	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	8,660.80	8,660.80



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/25/2022	Interest	3137BYPQ7	3,595,346.16	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	8,703.73	8,703.73
04/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
04/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
04/28/2022	Interest	459058JL8	6,300,000.00	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	0.00	15,750.00	15,750.00
04/28/2022	Maturity	89114W7M1	500,000.00	Toronto Dominion Yankee CD 0.24% Due 4/28/2022	500,000.00	1,216.67	501,216.67
04/30/2022	Interest	9128283D0	4,000,000.00	US Treasury Note 2.25% Due 10/31/2024	0.00	45,000.00	45,000.00
04/30/2022	Interest	912828T91	5,000,000.00	US Treasury Note 1.625% Due 10/31/2023	0.00	40,625.00	40,625.00
04/30/2022	Interest	912828X70	4,800,000.00	US Treasury Note 2% Due 4/30/2024	0.00	48,000.00	48,000.00
04/30/2022	Interest	91282CAT8	6,000,000.00	US Treasury Note 0.25% Due 10/31/2025	0.00	7,500.00	7,500.00
<b>APR 2022</b>					<b>1,581,558.35</b>	<b>386,885.88</b>	<b>1,968,444.23</b>
05/01/2022	Interest	78015K7C2	3,600,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	40,500.00	40,500.00
05/03/2022	Interest	037833AK6	2,215,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.00	26,580.00	26,580.00
05/07/2022	Interest	3135G06G3	6,300,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	15,750.00	15,750.00
05/08/2022	Interest	14913Q3B3	2,593,000.00	Caterpillar Finl Service Note 2.15% Due 11/8/2024	0.00	27,874.75	27,874.75
05/12/2022	Interest	023135BX3	4,865,000.00	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	0.00	24,325.00	24,325.00
05/15/2022	Interest	91324PEC2	805,000.00	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	0.00	4,628.75	4,628.75
05/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	0.00	519.33	519.33



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05/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
05/15/2022	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	50,155.99	368.89	50,524.88
05/15/2022	Paydown	43815NAC8	1,898,532.22	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	109,744.85	729.52	110,474.37
05/15/2022	Paydown	47789JAD8	1,209,768.88	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	87,126.00	848.13	87,974.13
05/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	83,092.54	240.44	83,332.98
05/15/2022	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	57,587.00	2,575.25	60,162.25
05/15/2022	Paydown	89238TAD5	468,791.65	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	31,701.26	394.78	32,096.04
05/15/2022	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	26,341.44	490.34	26,831.78
05/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
05/15/2022	Paydown	477870AC3	709,445.01	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	23,423.93	880.07	24,304.00
05/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	32,060.62	287.26	32,347.88
05/15/2022	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	53,064.22	1,413.77	54,477.99
05/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	31,130.17	284.06	31,414.23
05/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	0.00	612.08	612.08
05/15/2022	Paydown	47788EAC2	273,487.29	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	16,238.85	296.02	16,534.87
05/18/2022	Interest	404280BS7	2,750,000.00	HSBC Holdings PLC Callable Note 1X 5/18/2023 3.95% Due 5/18/2024	0.00	54,312.50	54,312.50
05/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,190.21	453.46	77,643.67



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/19/2022	Paydown	3137BM6P6	3,957,506.40	FHLMC K721 A2 3.09% Due 8/25/2022	881,534.33	1,815.96	883,350.29
05/20/2022	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	39,084.31	1,623.05	40,707.36
05/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	51,132.22	685.33	51,817.55
05/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
05/21/2022	Paydown	43815HAC1	336,220.11	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	22,579.12	278.90	22,858.02
05/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
05/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
05/25/2022	Interest	3137BYPQ7	3,595,346.16	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	8,703.73	8,703.73
05/25/2022	Interest	3137BM6P6	3,957,506.40	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	6,390.85	6,390.85
05/25/2022	Interest	404280BA6	1,200,000.00	HSBC Holdings PLC Note 3.6% Due 5/25/2023	0.00	21,600.00	21,600.00
05/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
05/31/2022	Interest	91282CAZ4	3,800,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	7,125.00	7,125.00
<b>MAY 2022</b>					<b>1,673,187.06</b>	<b>284,600.30</b>	<b>1,957,787.36</b>
06/01/2022	Interest	46647PCH7	3,295,000.00	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	0.00	13,575.40	13,575.40
06/08/2022	Interest	3130A0F70	3,500,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	59,062.50	59,062.50
06/14/2022	Interest	3130A1XJ2	5,500,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	79,062.51	79,062.51
06/15/2022	Paydown	43815NAC8	1,898,532.22	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	104,067.26	566.73	104,633.99



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## Cash Flow Report

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/15/2022	Paydown	44933LAC7	1,340,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	424.33	424.33
06/15/2022	Paydown	47787NAC3	740,000.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	32,073.17	273.64	32,346.81
06/15/2022	Paydown	58770FAC6	1,050,000.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	44,465.36	291.99	44,757.35
06/15/2022	Paydown	65479JAD5	2,170,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	57,716.57	2,482.63	60,199.20
06/15/2022	Paydown	89240BAC2	2,825,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	127,971.44	612.08	128,583.52
06/15/2022	Paydown	47789JAD8	1,209,768.88	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	87,332.20	636.85	87,969.05
06/15/2022	Paydown	58769EAC2	975,000.00	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	82,356.69	212.74	82,569.43
06/15/2022	Paydown	89238TAD5	468,791.65	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	31,854.48	316.58	32,171.06
06/15/2022	Paydown	43813DAC2	980,000.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	26,359.44	472.34	26,831.78
06/15/2022	Paydown	44891RAC4	1,640,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	77,809.28	519.33	78,328.61
06/15/2022	Paydown	44891VAC5	1,900,000.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	0.00	522.50	522.50
06/15/2022	Paydown	47788EAC2	273,487.29	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	16,317.34	254.34	16,571.68
06/15/2022	Paydown	47789KAC7	2,065,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	53,210.15	1,365.13	54,575.28
06/15/2022	Paydown	89236XAC0	1,290,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	31,039.77	274.98	31,314.75
06/15/2022	Paydown	477870AC3	709,445.01	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	23,472.73	836.93	24,309.66
06/17/2022	Interest	3135G04Z3	6,200,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	15,500.00	15,500.00
06/18/2022	Interest	89236TJK2	3,325,000.00	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	0.00	18,703.13	18,703.13



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/18/2022	Paydown	43813KAC6	1,625,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	77,214.01	429.66	77,643.67
06/19/2022	Interest	06051GJD2	1,500,000.00	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	0.00	9,892.50	9,892.50
06/19/2022	Interest	3137EAEN5	4,550,000.00	FHLMC Note 2.75% Due 6/19/2023	0.00	62,562.50	62,562.50
06/19/2022	Paydown	3137BM6P6	3,957,506.40	FHLMC K721 A2 3.09% Due 8/25/2022	248,973.31	512.89	249,486.20
06/20/2022	Paydown	92348AAA3	1,390,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	39,172.24	1,559.87	40,732.11
06/20/2022	Paydown	92290BAA9	2,260,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	51,152.25	665.30	51,817.55
06/21/2022	Paydown	43813GAC5	770,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	173.25	173.25
06/21/2022	Paydown	43815HAC1	336,220.11	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	22,634.62	223.40	22,858.02
06/23/2022	Interest	46647PCK0	1,565,000.00	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	0.00	7,582.43	7,582.43
06/24/2022	Interest	166764AH3	3,000,000.00	Chevron Corp Callable Note Cont 3/24/2023 3.191% Due 6/24/2023	0.00	47,865.00	47,865.00
06/25/2022	Interest	3137BM6P6	3,957,506.40	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	5,749.75	5,749.75
06/25/2022	Interest	3137BYPQ7	3,595,346.16	FHLMC K726 A2 2.905% Due 4/25/2024	0.00	8,703.73	8,703.73
06/25/2022	Interest	3137B5JM6	3,850,000.00	FHLMC K034 A2 3.531% Due 7/25/2023	0.00	11,328.63	11,328.63
06/25/2022	Interest	3137B7MZ9	3,750,000.00	FHLMC K036 A2 3.527% Due 10/25/2023	0.00	11,021.87	11,021.87
06/25/2022	Paydown	3137B4WB8	3,350,000.00	FHLMC K033 A2 3.06% Due 7/25/2023	0.00	8,542.50	8,542.50
06/26/2022	Interest	931142EK5	2,000,000.00	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 6/26/2023	0.00	34,000.00	34,000.00



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/30/2022	Interest	912828N30	4,800,000.00	US Treasury Note 2.125% Due 12/31/2022	0.00	51,000.00	51,000.00
06/30/2022	Interest	912828XX3	4,900,000.00	US Treasury Note 2% Due 6/30/2024	0.00	49,000.00	49,000.00
06/30/2022	Interest	912828V23	4,500,000.00	US Treasury Note 2.25% Due 12/31/2023	0.00	50,625.00	50,625.00
06/30/2022	Maturity	912828XG0	4,000,000.00	US Treasury Note 2.125% Due 6/30/2022	4,000,000.00	42,500.00	4,042,500.00
<b>JUN 2022</b>					<b>5,235,192.31</b>	<b>599,904.94</b>	<b>5,835,097.25</b>
<b>TOTAL</b>					<b>31,813,997.92</b>	<b>5,180,790.89</b>	<b>36,994,788.81</b>



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## Holdings by Maturity

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
90LAIF\$00	Local Agency Investment Fund State Pool	55,503,319.19	Various 0.25%	55,503,319.19 55,503,319.19	1.00 0.25%	55,503,319.19 26,975.84	15.04% 0.00	NR NR	0.00 0.00
60934N807	Federated Investors Govt Oblig Fund Inst.	1,021,833.26	Various 0.01%	1,021,833.26 1,021,833.26	1.00 0.01%	1,021,833.26 0.00	0.28% 0.00	Aaa AAA	0.00 0.00
594918BP8	Microsoft Callable Note Cont 7/8/2021 1.55% Due 8/8/2021	1,875,000.00	Various 1.57%	1,872,774.45 1,872,774.45	100.02 0.49%	1,875,440.63 11,544.28	0.51% 2,666.18	Aaa AAA	0.02 0.02
3130A8QS5	FHLB Note 1.125% Due 7/14/2021	2,900,000.00	10/04/2016 1.33%	2,873,204.00 2,873,204.00	100.04 0.13%	2,901,125.20 15,134.38	0.79% 27,921.20	Aaa AA+	0.04 0.04
3137EAEC9	FHLMC Note 1.125% Due 8/12/2021	2,375,000.00	09/26/2016 1.28%	2,357,520.00 2,357,520.00	100.12 0.08%	2,377,880.88 10,316.41	0.65% 20,360.88	Aaa AA+	0.12 0.12
3137BFDQ1	FHLMC K717 A2 2.991% Due 9/25/2021	1,601,660.03	Various 2.61%	1,618,162.42 1,618,162.42	100.17 0.29%	1,604,459.57 3,992.13	0.44% (13,702.85)	NR NR	0.15 0.14
3130AF5B9	FHLB Note 3% Due 10/12/2021	2,500,000.00	11/29/2018 2.91%	2,506,300.00 2,506,300.00	100.83 0.08%	2,520,687.50 16,458.33	0.69% 14,387.50	Aaa AA+	0.28 0.28
58770FAC6	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	1,050,000.00	01/21/2020 1.85%	1,049,861.61 1,049,861.61	100.73 0.20%	1,057,689.15 858.67	0.29% 7,827.54	Aaa AAA	0.54 0.45
4581X0CW6	Inter-American Dev Bank Note 2.125% Due 1/18/2022	4,000,000.00	11/03/2017 2.07%	4,008,600.00 4,008,600.00	101.06 0.19%	4,042,544.00 38,486.11	1.11% 33,944.00	Aaa NR	0.55 0.54
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	1,898,532.22	08/20/2019 1.79%	1,898,516.46 1,898,516.46	100.92 0.23%	1,916,012.01 1,501.95	0.52% 17,495.55	Aaa AAA	0.56 0.59
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	1,209,768.88	08/27/2019 1.90%	1,234,956.65 1,234,956.65	101.15 0.18%	1,223,730.85 1,564.63	0.33% (11,225.80)	Aaa NR	0.59 0.42
89238TAD5	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	468,791.65	07/25/2019 2.31%	473,754.25 473,754.25	100.40 0.26%	470,655.56 616.72	0.13% (3,098.69)	Aaa AAA	0.64 0.15
43815HAC1	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	336,220.11	08/21/2018 2.98%	336,173.98 336,173.98	100.52 0.30%	337,964.42 275.51	0.09% 1,790.44	Aaa NR	0.64 0.20
912828J43	US Treasury Note 1.75% Due 2/28/2022	1,250,000.00	03/13/2017 2.14%	1,227,396.76 1,227,396.76	101.11 0.09%	1,263,867.50 7,311.48	0.34% 36,470.74	Aaa AA+	0.67 0.66
47788EAC2	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	273,487.29	07/18/2018 3.10%	273,466.56 273,466.56	100.51 0.14%	274,894.11 374.37	0.07% 1,427.55	Aaa NR	0.72 0.17



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## Holdings by Maturity

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
89114W7M1	Toronto Dominion Yankee CD 0.24% Due 4/28/2022	500,000.00	04/29/2021 0.24%	499,999.98 499,999.98	100.04 0.20%	500,183.50 213.33	0.14% 183.52	P-1 A-1	0.83 0.83
69353RFE3	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	3,050,000.00	07/25/2017 2.45%	3,049,725.50 3,049,725.50	102.16 0.28%	3,115,748.85 31,758.13	0.85% 66,023.35	A2 A	0.99 0.98
912828XG0	US Treasury Note 2.125% Due 6/30/2022	4,000,000.00	08/15/2017 1.82%	4,056,732.15 4,056,732.15	102.02 0.11%	4,080,624.00 230.98	1.11% 23,891.85	Aaa AA+	1.00 0.99
3137BM6P6	FHLMC K721 A2 3.09% Due 8/25/2022	3,957,506.40	Various 2.22%	4,096,489.77 4,096,489.77	102.24 0.48%	4,045,988.01 10,190.58	1.10% (50,501.76)	Aaa NR	1.02 0.92
58769EAC2	Mercedes-Benz Auto Lease Trust 2020- B A3 0.4% Due 11/15/2023	975,000.00	09/15/2020 0.40%	974,950.57 974,950.57	100.18 0.25%	976,728.68 173.33	0.26% 1,778.11	NR AAA	1.07 1.16
912828L24	US Treasury Note 1.875% Due 8/31/2022	4,500,000.00	10/17/2017 1.98%	4,478,906.25 4,478,906.25	102.04 0.13%	4,591,759.50 28,201.43	1.25% 112,853.25	Aaa AA+	1.17 1.15
4581X0CZ9	Inter-American Dev Bank Note 1.75% Due 9/14/2022	3,600,000.00	Various 2.30%	3,512,573.00 3,512,573.00	101.88 0.19%	3,667,802.40 18,725.00	1.00% 155,229.40	Aaa AAA	1.21 1.19
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	709,445.01	07/16/2019 2.23%	709,294.39 709,294.39	101.30 0.09%	718,695.46 696.83	0.19% 9,401.07	Aaa NR	1.27 0.61
808513AT2	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 1/25/2023	2,250,000.00	Various 2.32%	2,273,392.50 2,273,392.50	103.36 0.38%	2,325,678.75 25,837.50	0.64% 52,286.25	A2 A	1.49 1.45
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,390,000.00	10/01/2019 1.95%	1,389,892.83 1,389,892.83	101.41 0.22%	1,409,633.75 823.96	0.38% 19,740.92	NR AAA	1.49 0.82
912828N30	US Treasury Note 2.125% Due 12/31/2022	4,800,000.00	01/25/2018 2.46%	4,725,375.00 4,725,375.00	102.91 0.18%	4,939,876.80 277.17	1.34% 214,501.80	Aaa AA+	1.50 1.48
084670BR8	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 3/15/2023	2,500,000.00	11/26/2018 3.51%	2,425,225.00 2,425,225.00	103.77 0.30%	2,594,222.50 20,243.06	0.71% 168,997.50	Aa2 AA	1.55 1.51
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	980,000.00	05/18/2020 0.83%	979,922.87 979,922.87	100.64 0.27%	986,286.70 357.16	0.27% 6,363.83	Aaa AAA	1.55 1.15
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	1,625,000.00	09/22/2020 0.38%	1,624,761.29 1,624,761.29	100.13 0.28%	1,627,089.75 217.12	0.44% 2,328.46	NR AAA	1.55 1.43
3135G0T94	FNMA Note 2.375% Due 1/19/2023	5,500,000.00	04/11/2018 2.71%	5,418,930.00 5,418,930.00	103.37 0.20%	5,685,421.50 58,781.25	1.56% 266,491.50	Aaa AA+	1.56 1.52



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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,170,000.00	10/16/2019 1.94%	2,169,885.42	101.24	2,196,988.29	0.60%	Aaa	1.57
				2,169,885.42	0.29%	1,861.38	27,102.87	AAA	0.76
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	2,065,000.00	Various 1.00%	2,069,450.34	100.77	2,080,894.31	0.56%	Aaa	1.62
				2,069,450.34	0.34%	1,009.55	11,443.97	NR	1.01
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	740,000.00	07/14/2020 0.52%	739,887.22	100.25	741,835.94	0.20%	Aaa	1.63
				739,887.22	0.29%	167.73	1,948.72	NR	1.13
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	3,250,000.00	Various 2.92%	3,273,420.00	105.06	3,414,489.00	0.93%	A2	1.68
				3,273,420.00	0.52%	37,176.39	141,069.00	A-	1.63
24422ETG4	John Deere Capital Corp Note 2.8% Due 3/6/2023	1,500,000.00	Various 3.52%	1,454,530.00	104.19	1,562,811.00	0.43%	A2	1.68
				1,454,530.00	0.30%	13,416.66	108,281.00	A	1.64
166764AH3	Chevron Corp Callable Note Cont 3/24/2023 3.191% Due 6/24/2023	3,000,000.00	Various 3.33%	2,982,300.00	104.98	3,149,436.00	0.85%	Aa2	1.73
				2,982,300.00	0.31%	1,861.41	167,136.00	AA-	1.70
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,290,000.00	10/06/2020 0.36%	1,289,759.67	100.09	1,291,171.32	0.35%	NR	1.75
				1,289,759.67	0.28%	200.67	1,411.65	AAA	1.32
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	1,640,000.00	10/20/2020 0.39%	1,639,622.31	100.07	1,641,090.60	0.44%	NR	1.79
				1,639,622.31	0.34%	276.98	1,468.29	AAA	1.76
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	2,825,000.00	02/02/2021 0.27%	2,824,475.68	99.91	2,822,559.20	0.76%	Aaa	1.83
				2,824,475.68	0.32%	326.44	(1,916.48)	NR	1.58
037833AK6	Apple Inc Note 2.4% Due 5/3/2023	2,215,000.00	11/28/2018 3.54%	2,112,644.85	103.75	2,298,024.85	0.62%	Aa1	1.84
				2,112,644.85	0.36%	8,564.67	185,380.00	AA+	1.80
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	2,260,000.00	08/04/2020 0.48%	2,259,525.40	100.27	2,266,077.14	0.61%	Aaa	1.85
				2,259,525.40	0.30%	324.56	6,551.74	NR	1.58
3137B4WB8	FHLMC K033 A2 3.06% Due 7/25/2023	3,350,000.00	07/23/2019 2.18%	3,458,875.00	104.87	3,513,094.75	0.95%	Aaa	1.86
				3,458,875.00	0.44%	1,708.50	54,219.75	NR	1.88
404280BS7	HSBC Holdings PLC Callable Note 1X 5/18/2023 3.95% Due 5/18/2024	2,750,000.00	Various 2.18%	2,887,177.50	106.22	2,920,964.75	0.79%	A3	1.88
				2,887,177.50	0.62%	12,974.65	33,787.25	A-	1.82
404280BA6	HSBC Holdings PLC Note 3.6% Due 5/25/2023	1,200,000.00	05/15/2019 2.97%	1,228,680.00	105.87	1,270,465.20	0.35%	A3	1.90
				1,228,680.00	0.50%	4,320.00	41,785.20	A-	1.85



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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
931142EK5	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 6/26/2023	2,000,000.00	05/08/2019 2.67%	2,056,900.00	105.98	2,119,512.00	0.57%	Aa2	1.90
				2,056,900.00	0.25%	944.44	62,612.00	AA	1.86
44891VAC5	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	1,900,000.00	06/08/2021 0.34%	1,899,715.00	99.82	1,896,536.30	0.51%	Aaa	1.92
				1,899,715.00	0.43%	261.25	(3,178.70)	AAA	1.89
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	770,000.00	02/17/2021 0.27%	769,985.91	99.93	769,456.38	0.21%	Aaa	1.93
				769,985.91	0.32%	57.75	(529.53)	NR	1.49
3137EAEN5	FHLMC Note 2.75% Due 6/19/2023	4,550,000.00	Various 2.86%	4,527,967.50	104.91	4,773,254.85	1.29%	Aaa	1.97
				4,527,967.50	0.25%	4,170.84	245,287.35	AA+	1.93
02665WCJ8	American Honda Finance Note 3.45% Due 7/14/2023	930,000.00	07/11/2018 3.49%	928,391.10	106.18	987,456.33	0.27%	A3	2.04
				928,391.10	0.40%	14,883.88	59,065.23	A-	1.96
3137B5JM6	FHLMC K034 A2 3.531% Due 7/25/2023	3,850,000.00	08/28/2018 3.03%	3,931,662.11	105.81	4,073,569.50	1.11%	NR	2.05
				3,931,662.11	0.46%	11,328.63	141,907.39	NR	1.91
89114QC48	Toronto Dominion Bank Note 3.5% Due 7/19/2023	1,910,000.00	07/27/2018 3.56%	1,904,461.00	106.31	2,030,591.67	0.56%	Aa1	2.05
				1,904,461.00	0.41%	30,082.50	126,130.67	AA-	1.97
69371RP59	Paccar Financial Corp Note 3.4% Due 8/9/2023	2,300,000.00	08/06/2018 3.41%	2,299,057.00	106.18	2,442,031.90	0.67%	A1	2.11
				2,299,057.00	0.45%	30,845.56	142,974.90	A+	2.02
06406RAJ6	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	3,254,000.00	05/16/2019 2.79%	3,339,580.20	106.50	3,465,666.19	0.95%	A1	2.12
				3,339,580.20	0.36%	43,657.83	126,085.99	A	2.03
3137B7MZ9	FHLMC K036 A2 3.527% Due 10/25/2023	3,750,000.00	Various 2.97%	3,837,910.16	106.39	3,989,568.75	1.08%	Aaa	2.12
				3,837,910.16	0.48%	2,204.38	151,658.59	NR	2.11
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	1,340,000.00	04/20/2021 0.38%	1,339,859.03	99.97	1,339,580.59	0.36%	NR	2.13
				1,339,859.03	0.40%	226.31	(278.44)	AAA	2.11
02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	2,260,000.00	10/03/2018 3.64%	2,258,146.80	107.11	2,420,744.76	0.66%	A3	2.28
				2,258,146.80	0.48%	18,433.13	162,597.96	A-	2.19
912828T91	US Treasury Note 1.625% Due 10/31/2023	5,000,000.00	05/29/2019 2.05%	4,909,960.94	103.04	5,151,760.00	1.40%	Aaa	2.34
				4,909,960.94	0.32%	13,688.86	241,799.06	AA+	2.29
3130A0F70	FHLB Note 3.375% Due 12/8/2023	3,500,000.00	01/16/2019 2.73%	3,602,165.00	107.34	3,757,054.00	1.02%	Aaa	2.44
				3,602,165.00	0.35%	7,546.88	154,889.00	AA+	2.36
912828V23	US Treasury Note 2.25% Due 12/31/2023	4,500,000.00	06/21/2019 1.80%	4,588,417.97	104.71	4,712,166.00	1.28%	Aaa	2.50
				4,588,417.97	0.35%	275.14	123,748.03	AA+	2.44
24422EVN6	John Deere Capital Corp Note 0.45% Due 1/17/2024	2,140,000.00	03/01/2021 0.47%	2,138,480.60	99.90	2,137,804.36	0.58%	A2	2.55
				2,138,480.60	0.49%	3,129.75	(676.24)	A	2.53



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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
912828B66	US Treasury Note 2.75% Due 2/15/2024	5,000,000.00	Various 2.21%	5,121,796.88	106.20	5,309,765.00	1.45%	Aaa	2.63
				5,121,796.88	0.38%	51,657.46	187,968.12	AA+	2.53
3137BYPQ7	FHLMC K726 A2 2.905% Due 4/25/2024	3,595,346.16	04/22/2019 2.72%	3,621,047.27	105.06	3,777,353.37	1.03%	NR	2.64
				3,621,047.27	0.86%	8,703.73	156,306.10	AAA	2.49
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	1,775,000.00	03/16/2021 0.77%	1,774,112.50	100.57	1,785,165.43	0.48%	A2	2.64
				1,774,112.50	0.53%	3,808.85	11,052.93	A	2.60
3130A0XE5	FHLB Note 3.25% Due 3/8/2024	1,000,000.00	03/28/2019 2.27%	1,045,410.00	107.56	1,075,581.00	0.29%	Aaa	2.69
				1,045,410.00	0.42%	10,201.39	30,171.00	AA+	2.57
3130AB3H7	FHLB Note 2.375% Due 3/8/2024	4,000,000.00	04/29/2019 2.37%	4,000,280.00	105.49	4,219,584.00	1.15%	Aaa	2.69
				4,000,280.00	0.32%	29,819.44	219,304.00	AA+	2.60
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	1,270,000.00	03/26/2019 2.97%	1,286,078.20	107.07	1,359,735.66	0.37%	Aa3	2.70
				1,286,078.20	0.60%	12,611.81	73,657.46	A	2.58
91282CBR1	US Treasury Note 0.25% Due 3/15/2024	2,900,000.00	03/30/2021 0.33%	2,892,976.56	99.60	2,888,446.40	0.78%	Aaa	2.71
				2,892,976.56	0.40%	2,127.72	(4,530.16)	AA+	2.69
912828X70	US Treasury Note 2% Due 4/30/2024	4,800,000.00	Various 1.84%	4,833,281.25	104.45	5,013,561.60	1.36%	Aaa	2.84
				4,833,281.25	0.42%	16,173.92	180,280.35	AA+	2.76
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	3,295,000.00	05/24/2021 0.74%	3,299,268.65	99.82	3,288,937.20	0.89%	A2	2.92
				3,299,268.65	0.89%	2,262.57	(10,331.45)	A-	2.88
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	5,500,000.00	Various 1.95%	5,740,000.40	106.99	5,884,477.51	1.60%	Aaa	2.96
				5,740,000.40	0.49%	7,467.02	144,477.11	AA+	2.85
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	1,565,000.00	Various 0.87%	1,565,968.20	100.13	1,566,971.90	0.42%	A2	2.98
				1,565,968.20	0.93%	336.99	1,003.70	A-	2.93
912828XX3	US Treasury Note 2% Due 6/30/2024	4,900,000.00	Various 1.81%	4,942,253.91	104.59	5,124,709.10	1.39%	Aaa	3.00
				4,942,253.91	0.46%	266.30	182,455.19	AA+	2.92
69371RQ25	Paccar Financial Corp Note 2.15% Due 8/15/2024	715,000.00	08/08/2019 2.20%	713,419.85	104.45	746,807.49	0.20%	A1	3.13
				713,419.85	0.71%	5,807.39	33,387.64	A+	3.01
912828D56	US Treasury Note 2.375% Due 8/15/2024	5,000,000.00	12/12/2019 1.75%	5,140,234.38	105.88	5,294,140.00	1.45%	Aaa	3.13
				5,140,234.38	0.48%	44,613.26	153,905.62	AA+	3.00
3130A2UW4	FHLB Note 2.875% Due 9/13/2024	4,000,000.00	09/13/2019 1.79%	4,206,760.00	107.44	4,297,600.00	1.17%	Aaa	3.21
				4,206,760.00	0.53%	34,500.00	90,840.00	AA+	3.06
13063DRK6	California State Taxable GO 2.4% Due 10/1/2024	3,385,000.00	10/16/2019 1.91%	3,462,753.45	105.51	3,571,378.10	0.97%	Aa2	3.26
				3,462,753.45	0.69%	20,310.00	108,624.65	AA-	3.12



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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
3135G0W66	FNMA Note 1.625% Due 10/15/2024	3,500,000.00	Various 1.21%	3,564,275.00	103.59	3,625,657.00	0.99%	Aaa	3.30
				3,564,275.00	0.52%	12,006.94	61,382.00	AA+	3.20
9128283D0	US Treasury Note 2.25% Due 10/31/2024	4,000,000.00	11/07/2019 1.77%	4,090,468.75	105.68	4,227,344.00	1.15%	Aaa	3.34
				4,090,468.75	0.53%	15,163.04	136,875.25	AA+	3.21
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/1/2024	3,600,000.00	12/05/2019 2.26%	3,598,128.00	104.76	3,771,432.00	1.03%	A2	3.34
				3,598,128.00	0.80%	13,500.00	173,304.00	A	3.21
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/8/2024	2,593,000.00	Various 1.88%	2,624,484.21	104.89	2,719,751.03	0.74%	A2	3.36
				2,624,484.21	0.67%	8,207.57	95,266.82	A	3.24
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	4,145,000.00	01/16/2020 2.10%	4,136,171.15	104.44	4,329,174.79	1.18%	A1	3.48
				4,136,171.15	0.75%	37,765.56	193,003.64	AA-	3.33
3135G0X24	FNMA Note 1.625% Due 1/7/2025	4,220,000.00	Various 1.30%	4,282,878.20	103.56	4,370,345.94	1.19%	Aaa	3.53
				4,282,878.20	0.60%	33,144.58	87,467.74	AA+	3.40
3137EAEPO	FHLMC Note 1.5% Due 2/12/2025	6,575,000.00	02/13/2020 1.52%	6,569,937.25	103.21	6,785,912.85	1.85%	Aaa	3.62
				6,569,937.25	0.60%	38,080.21	215,975.60	AA+	3.51
912828ZC7	US Treasury Note 1.125% Due 2/28/2025	7,000,000.00	03/18/2020 0.81%	7,108,007.81	101.85	7,129,612.00	1.94%	Aaa	3.67
				7,108,007.81	0.61%	26,321.33	21,604.19	AA+	3.58
3135G03U5	FNMA Note 0.625% Due 4/22/2025	5,270,000.00	04/22/2020 0.67%	5,259,143.80	99.91	5,265,394.02	1.43%	Aaa	3.81
				5,259,143.80	0.65%	6,313.02	6,250.22	AA+	3.76
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	1,000,000.00	05/20/2021 1.27%	1,037,330.00	103.44	1,034,408.00	0.28%	A2	3.81
				1,037,330.00	1.16%	3,992.42	(2,922.00)	A-	3.65
3135G04Z3	FNMA Note 0.5% Due 6/17/2025	6,200,000.00	Various 0.51%	6,196,731.90	99.41	6,163,494.40	1.67%	Aaa	3.97
				6,196,731.90	0.65%	1,205.55	(33,237.50)	AA+	3.92
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	1,500,000.00	06/17/2021 1.23%	1,505,190.00	100.26	1,503,837.00	0.41%	A2	3.97
				1,505,190.00	1.25%	659.50	(1,353.00)	A-	3.85
3137EAEU9	FHLMC Note 0.375% Due 7/21/2025	6,300,000.00	Various 0.45%	6,277,899.60	98.63	6,213,696.30	1.69%	Aaa	4.06
				6,277,899.60	0.72%	10,500.00	(64,203.30)	AA+	4.01
91282CAB7	US Treasury Note 0.25% Due 7/31/2025	6,000,000.00	03/12/2021 0.72%	5,879,062.50	98.14	5,888,670.00	1.60%	Aaa	4.09
				5,879,062.50	0.71%	6,256.91	9,607.50	AA+	4.05
3135G05X7	FNMA Note 0.375% Due 8/25/2025	6,285,000.00	Various 0.46%	6,260,439.20	98.56	6,194,345.16	1.68%	Aaa	4.16
				6,260,439.20	0.73%	8,249.06	(66,094.04)	AA+	4.10
3137EAEEX3	FHLMC Note 0.375% Due 9/23/2025	6,295,000.00	Various 0.44%	6,276,346.05	98.47	6,198,963.48	1.68%	Aaa	4.24
				6,276,346.05	0.74%	6,426.14	(77,382.57)	AA+	4.18



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## Holdings by Maturity

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
91282CAM3	US Treasury Note 0.25% Due 9/30/2025	3,200,000.00	03/29/2021 0.74%	3,130,375.00 3,130,375.00	97.93 0.75%	3,133,625.60 2,010.93	0.85% 3,250.60	Aaa AA+	4.25 4.21
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	6,300,000.00	Various 0.59%	6,272,360.85 6,272,360.85	98.81 0.78%	6,224,998.51 5,512.51	1.69% (47,362.34)	Aaa AAA	4.33 4.27
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	6,000,000.00	02/19/2021 0.53%	5,923,125.00 5,923,125.00	97.81 0.76%	5,868,516.00 2,527.17	1.59% (54,609.00)	Aaa AA+	4.34 4.29
3135G06G3	FNMA Note 0.5% Due 11/7/2025	6,300,000.00	Various 0.57%	6,279,895.00 6,279,895.00	98.91 0.75%	6,231,512.71 4,725.00	1.69% (48,382.29)	Aaa AA+	4.36 4.29
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	3,800,000.00	03/26/2021 0.77%	3,731,867.19 3,731,867.19	98.24 0.78%	3,733,055.40 1,206.97	1.01% 1,188.21	Aaa AA+	4.42 4.37
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	4,865,000.00	05/10/2021 1.09%	4,843,983.20 4,843,983.20	100.06 0.99%	4,867,797.38 6,621.81	1.32% 23,814.18	A1 AA	4.79 4.65
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	805,000.00	Various 1.08%	807,605.05 807,605.05	100.05 1.14%	805,414.58 1,080.04	0.22% (2,190.47)	A3 A+	4.79 4.64
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 4/20/2026	6,390,000.00	04/13/2021 0.97%	6,360,733.80 6,360,733.80	100.04 0.87%	6,392,306.79 11,027.19	1.73% 31,572.99	Aaa AAA	4.81 4.69
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	3,325,000.00	06/15/2021 1.13%	3,323,537.00 3,323,537.00	99.77 1.17%	3,317,512.10 1,350.78	0.90% (6,024.90)	A1 A+	4.97 4.81
<b>TOTAL PORTFOLIO</b>		<b>360,977,910.20</b>	<b>1.42%</b>	<b>362,180,521.41</b>	<b>0.47%</b>	<b>368,095,490.71</b>	<b>100.00%</b>	<b>Aa1</b>	<b>2.30</b>
<b>TOTAL MARKET VALUE PLUS ACCRUED</b>				<b>362,180,521.41</b>		<b>1,112,586.44</b>	<b>5,914,969.30</b>	<b>AA</b>	<b>2.22</b>
						<b>369,208,077.15</b>			



## City of Corona Consolidated

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## Issuer Report

As of June 30, 2021



Issue Name	Par	Cost	Market Value	MVACC	% Portfolio
Government of United States	\$76,650,000.00	\$76,780,238.30	\$78,351,498.90	\$78,569,808.97	21.28%
Local Agency Investment Fund	\$55,503,319.19	\$55,503,319.19	\$55,503,319.19	\$55,530,295.03	15.04%
Federal Home Loan Mortgage Corp	\$46,199,512.59	\$46,573,817.13	\$47,353,742.31	\$47,461,363.86	12.85%
Federal National Mortgage Association	\$37,275,000.00	\$37,262,293.10	\$37,536,170.73	\$37,660,596.13	10.20%
Federal Home Loan Bank	\$23,400,000.00	\$23,974,119.40	\$24,656,109.21	\$24,777,236.65	6.71%
Inter-American Dev Bank	\$13,990,000.00	\$13,881,906.80	\$14,102,653.19	\$14,170,891.49	3.84%
Intl Bank Recon and Development	\$6,300,000.00	\$6,272,360.85	\$6,224,998.51	\$6,230,511.02	1.69%
JP Morgan Chase & Co	\$5,860,000.00	\$5,902,566.85	\$5,890,317.10	\$5,896,909.08	1.60%
Honda ABS	\$5,609,752.33	\$5,609,360.51	\$5,636,809.26	\$5,639,218.75	1.53%
John Deere ABS	\$4,997,701.18	\$5,027,055.16	\$5,040,050.67	\$5,043,863.78	1.37%
Bank of America Corp	\$4,750,000.00	\$4,778,610.00	\$4,918,326.00	\$4,956,161.89	1.34%
Amazon.com Inc	\$4,865,000.00	\$4,843,983.20	\$4,867,797.38	\$4,874,419.19	1.32%
Toyota ABS	\$4,583,791.65	\$4,587,989.60	\$4,584,386.08	\$4,585,529.91	1.24%
US Bancorp	\$4,145,000.00	\$4,136,171.15	\$4,329,174.79	\$4,366,940.35	1.18%
HSBC Holdings PLC	\$3,950,000.00	\$4,115,857.50	\$4,191,429.95	\$4,208,724.60	1.14%
Charles Schwab Corp/The	\$4,025,000.00	\$4,047,505.00	\$4,110,844.18	\$4,140,490.53	1.12%
Toronto Dominion Holdings	\$3,680,000.00	\$3,690,539.18	\$3,890,510.83	\$3,933,418.47	1.07%
Royal Bank of Canada	\$3,600,000.00	\$3,598,128.00	\$3,771,432.00	\$3,784,932.00	1.03%
Deere & Company	\$3,640,000.00	\$3,593,010.60	\$3,700,615.36	\$3,717,161.77	1.01%
Verizon Owner Trust	\$3,650,000.00	\$3,649,418.23	\$3,675,710.89	\$3,676,859.41	1.00%
State of California	\$3,385,000.00	\$3,462,753.45	\$3,571,378.10	\$3,591,688.10	0.97%
Bank of New York	\$3,254,000.00	\$3,339,580.20	\$3,465,666.19	\$3,509,324.02	0.95%
Honda Motor Corporation	\$3,190,000.00	\$3,186,537.90	\$3,408,201.09	\$3,441,518.10	0.93%
Toyota Motor Corp	\$3,325,000.00	\$3,323,537.00	\$3,317,512.10	\$3,318,862.88	0.90%
Paccar Financial	\$3,015,000.00	\$3,012,476.85	\$3,188,839.39	\$3,225,492.34	0.87%
ChevronTexaco Corp	\$3,000,000.00	\$2,982,300.00	\$3,149,436.00	\$3,151,297.41	0.85%
PNC Financial Services Group	\$3,050,000.00	\$3,049,725.50	\$3,115,748.85	\$3,147,506.98	0.85%
Hyundai Autot Receivables	\$2,980,000.00	\$2,979,481.34	\$2,980,671.19	\$2,981,174.48	0.81%
Caterpillar Inc	\$2,593,000.00	\$2,624,484.21	\$2,719,751.03	\$2,727,958.60	0.74%
Berkshire Hathaway	\$2,500,000.00	\$2,425,225.00	\$2,594,222.50	\$2,614,465.56	0.71%



## City of Corona Consolidated

Account #10003

## Issuer Report

As of June 30, 2021



Issue Name	Par	Cost	Market Value	MVACC	% Portfolio
Apple Inc	\$2,215,000.00	\$2,112,644.85	\$2,298,024.85	\$2,306,589.52	0.62%
Nissan ABS	\$2,170,000.00	\$2,169,885.42	\$2,196,988.29	\$2,198,849.67	0.60%
Wal-Mart Stores	\$2,000,000.00	\$2,056,900.00	\$2,119,512.00	\$2,120,456.44	0.57%
Mercedes-Benz Auto Lease Trust	\$2,025,000.00	\$2,024,812.18	\$2,034,417.83	\$2,035,449.83	0.55%
Hyundai Auto Lease Securitization	\$1,900,000.00	\$1,899,715.00	\$1,896,536.30	\$1,896,797.55	0.51%
Microsoft	\$1,875,000.00	\$1,872,774.45	\$1,875,440.63	\$1,886,984.91	0.51%
Federated Govt Obligation Money Market Fund	\$1,021,833.26	\$1,021,833.26	\$1,021,833.26	\$1,021,833.26	0.28%
United Health Group Inc	\$805,000.00	\$807,605.05	\$805,414.58	\$806,494.62	0.22%
<b>TOTAL</b>	<b>\$360,977,910.20</b>	<b>\$362,180,521.41</b>	<b>\$368,095,490.71</b>	<b>\$369,208,077.15</b>	<b>100.00%</b>





Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at [www.chandlerasset.com](http://www.chandlerasset.com).

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

**Custody:** Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

**Valuation:** Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

**Performance:** Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

**Ratings:** Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.





Benchmark Index	Disclosure
ICE BAML 1-5 Year US Treasury/Agency Index	The ICE BAML 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody’s, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies. (Index: GVA0. Please visit <a href="http://www.mlindex.ml.com">www.mlindex.ml.com</a> for more information)



## City of Corona Consolidated

Account #10003

## Corona Supplemental

As of June 30, 2021



Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM
ABS	\$27,916,245.16	\$28,045,570.51	\$27,947,717.44	7.72%			
Agency	\$86,770,000.00	\$88,541,988.30	\$87,246,082.90	24.09%	1,559	1,011	3.761
CMO	\$20,104,512.59	\$21,004,033.95	\$20,564,146.73	5.68%			
Corporate	\$68,837,000.00	\$71,228,033.30	\$69,000,162.51	19.05%			
LAIF	\$55,503,319.19	\$55,503,319.19	\$55,503,319.19	15.32%	1	1	0.680
Money Market Fund	\$1,021,833.26	\$1,021,833.26	\$1,021,833.26	0.28%			
Municipal Bonds	\$3,385,000.00	\$3,571,378.10	\$3,462,753.45	0.96%			
Negotiable CD	\$500,000.00	\$500,183.50	\$499,999.98	0.14%	203	113	0.250
Supranational	\$20,290,000.00	\$20,327,651.70	\$20,154,267.65	5.56%			
US Treasury	\$76,650,000.00	\$78,351,498.90	\$76,780,238.30	21.20%	1,699	864	4.337
<b>TOTAL PORTFOLIO</b>	<b>\$360,977,910.20</b>	<b>\$368,095,490.71</b>	<b>\$362,180,521.41</b>	<b>100.00%</b>	<b>1435</b>	<b>902</b>	<b>1.435</b>
<b>AVERAGE DAILY BALANCE</b>			<b>\$351,934,469.00</b>				



## City of Corona Consolidated

Account #10003

## Corona Supplemental

As of June 30, 2021



Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM
ABS	\$27,916,245.16	\$28,045,570.51	\$27,947,717.44	7.72%			
Agency	\$86,770,000.00	\$88,541,988.30	\$87,246,082.90	24.09%	1,559	1,011	3.761
CMO	\$20,104,512.59	\$21,004,033.95	\$20,564,146.73	5.68%			
Corporate	\$68,837,000.00	\$71,228,033.30	\$69,000,162.51	19.05%			
LAIF	\$55,503,319.19	\$55,503,319.19	\$55,503,319.19	15.32%	1	1	0.680
Money Market Fund	\$1,021,833.26	\$1,021,833.26	\$1,021,833.26	0.28%			
Municipal Bonds	\$3,385,000.00	\$3,571,378.10	\$3,462,753.45	0.96%			
Negotiable CD	\$500,000.00	\$500,183.50	\$499,999.98	0.14%	203	113	0.250
Supranational	\$20,290,000.00	\$20,327,651.70	\$20,154,267.65	5.56%			
US Treasury	\$76,650,000.00	\$78,351,498.90	\$76,780,238.30	21.20%	1,699	864	4.337
<b>TOTAL PORTFOLIO</b>	<b>\$360,977,910.20</b>	<b>\$368,095,490.71</b>	<b>\$362,180,521.41</b>	<b>100.00%</b>	<b>1465</b>	<b>913</b>	<b>1.513</b>
<b>AVERAGE DAILY BALANCE</b>			<b>\$351,934,469.00</b>				



## **ORDINANCE NO. 3334**

### **AN ORDINANCE OF THE CITY OF CORONA, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM AND APPROVING AN AMENDMENT TO THE EL CERRITO SPECIFIC PLAN (SP91-02) TO ALLOW COLD STORAGE WAREHOUSES IN PLANNING AREAS 1 AND 2 OF THE LIGHT INDUSTRIAL ZONE DESIGNATION (SPA2021-0001)**

**WHEREAS**, on July 12, 2021, the Planning and Housing Commission of the City of Corona (“Planning Commission”) recommended that the City Council of the City of Corona (“City Council”) approve SPA2021-0001 to amend the El Cerrito Specific Plan (SP91-02) to allow cold storage warehouses in Planning Areas 1 and 2 of the Light Industrial zone designation (the “Amendment”); and

**WHEREAS**, on the basis of the initial study, which indicated that all potential environmental impacts from the Amendment were less than significant or could be mitigated to a level of insignificance, a Mitigated Negative Declaration (“MND”) was prepared pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) (“CEQA”), the State CEQA Guidelines and the City of Corona Local CEQA Guidelines; and

**WHEREAS**, the MND was made available to the public and to all interested agencies for review and comment for a period of 20 days starting on June 23, 2021, pursuant to CEQA, the State CEQA Guidelines and the City of Corona Local CEQA Guidelines; and

**WHEREAS**, the Planning Commission based its recommendation to adopt this Amendment on the findings set forth below, and the adoption of the MND; and

**WHEREAS**, on August 4, 2021, the City Council held a duly noticed public hearing at which all persons wishing to testify in connection with the Amendment were heard and the Amendment was comprehensively reviewed.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:**

**SECTION 1. CEQA Findings.** As the decision-making body for this Amendment, the City Council has reviewed and considered the information contained in the MND, the initial study and the administrative record for this Amendment, including all written and oral evidence provided during the comment period. Based upon the facts and information contained in the MND, the initial study and the administrative record, including all written and oral evidence presented to the City Council, the City Council finds as follows:



A. The MND, initial study and administrative record have been completed in compliance with CEQA, the State CEQA Guidelines and the City of Corona Local CEQA Guidelines.

B. The MND and initial study contain a complete and accurate reporting of the environmental impacts associated with the Proposed Project and reflects the independent judgment and analysis of the City Council.

C. There is no substantial evidence in the administrative record supporting a fair argument that the Proposed Project may result in significant environmental impacts.

D. All environmental impacts of the Proposed Project are either insignificant or can be mitigated to a level of insignificance pursuant to the mitigation measures outlined in the MND, the Mitigation Monitoring and Reporting Program and the initial study

**SECTION 2. Adoption of Mitigated Negative Declaration.** The City Council hereby approves and adopts the MND prepared for SPA2021-0001.

**SECTION 3. Adoption of the Mitigation Monitoring and Reporting Program.** The City Council hereby approves and adopts the Mitigation Monitoring and Reporting Program prepared for SPA2021-0001 and attached hereto as Exhibit “A” and incorporated herein by reference.

**SECTION 4. Zoning Findings.** Pursuant to Sections 17.53.090 and 17.53.100 of the Corona Municipal Code, Chapter 14.5 of the El Cerrito Specific Plan, and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby makes and adopts the following findings:

A. SPA2021-0001 systematically implements and is consistent with the General Plan for the following reasons:

(i) This Amendment is consistent with the General Plan Goal LU-12 because it expands upon the land uses allowed in the El Cerrito Specific Plan’s Light Industrial zone, which will promote a range of services and employment opportunities for Corona’s residents in order to provide sufficient goods, services and revenues to sustain the City’s economy.

(ii) This Amendment is consistent with General Plan Policy LU-12.2 because it supports other industries that rely on products associated with cold storage delivery and allows for the development and integration of businesses and services that support and are ancillary to the primary industrial function and employee needs (e.g., production support, financial institutions, business services, and restaurants).

(iii) This Amendment is consistent with General Plan Policy 12.9 because it requires heavy truck and vehicular access for industrial land uses to be effectively



placed and managed to ensure that it is safe and efficient for the present use and that it minimizes noise, odor, vibration, traffic, queuing back onto the streets or existing or adjacent properties and other safety impacts on adjoining uses. Truck and vehicular access associated with this Amendment will be from Tom Barnes Street which was designed to carry commercial deliveries and the industrial land uses anticipated in the Light Industrial zone to the north, which will be impacted by this Amendment. Additionally, truck trips associated with the project site are prohibited from exiting northbound on Temescal Canyon Road from Tom Barnes Street and are required to use Cajalco Road to access the freeway.

B. SPA2021-0001 provides for development of a comprehensively planned project that is superior to development otherwise allowed under the conventional zoning classifications for the following reason:

(i) This Amendment affects Planning Areas 1 and 2 of the El Cerrito Specific Plan, which is zoned Light Industrial; therefore, cold storage warehouses are limited to these two planning areas of the specific plan.

C. SPA2021-0001 provides for the construction, improvement, or extension of transportation facilities, public utilities and public services required by the long-term needs of the project and/or other area residents, and complements the orderly development of the City beyond the project's boundaries for the following reason:

(i) This Amendment adds cold storage warehouses, in a limited capacity, as an allowed use in the Light Industrial zone for Planning Areas 1 and 2, which is required to be developed in accordance with development standards required by the specific plan to ensure the orderly development of the project.

D. SPA2021-0001 provides for the appropriate orientation and relationship between land uses within and adjacent to the project for the following reason:

(i) This Amendment would affect property that is already zoned Light Industrial and would not change the orientation of land uses already established by the specific plan.

E. SPA2021-0001 meets the findings of Section 14.5 of the El Cerrito Specific Plan for the following reasons:

(i) This Amendment is consistent with the General Plan Goal LU-12 because it expands upon the land uses allowed in the El Cerrito Specific Plan's Light Industrial zone, which will promote a range of services and employment opportunities for Corona's residents in order to provide sufficient goods, services and revenues to sustain the City's economy.

(ii) This Amendment is consistent with the intent of the El Cerrito Specific Plan because the Amendment provides support to other industries that rely on products associated with cold storage delivery, which aligns with General Plan LU-12.2 to allow for the



development and integration of businesses and services that support and are ancillary to the primary industrial functions and employee needs (e.g., production support, financial institutions, business services, and restaurants.)

(iii) This Amendment aligns with General Plan Policy 12.9 to require heavy truck and vehicular access for industrial land uses be effectively placed and managed to ensure that it is safe and efficient for the present use and that it minimizes noise, odor, vibration, traffic, queuing back onto the streets or existing or adjacent properties and other safety impacts on adjoining uses. Truck and vehicular access associated with SPA2021-0001 will be from Tom Barnes Street which was designed to carry commercial deliveries and vehicular access associated with the commercial operation to the south and the industrial land uses anticipated in the Light Industrial zone to the north, which is the subject project site. Additionally, truck trips associated with the project site are prohibited to exit northbound on Temescal Canyon Road from Tom Barnes Street and are required to use Cajalco Road to access the freeway.

(iv) This Amendment does not conflict with the Pre-annexation Policy for El Cerrito as set forth in Section 2.3 of the El Cerrito Specific Plan (SP91-02) because the Amendment does not change the zoning and land uses regarding density, lot sizes and the keeping of animals previously permitted for certain properties under the county's zoning ordinance.

(v) This Amendment will not impact circulation to, from and within the El Cerrito Specific Plan area because it adheres to the circulation improvements and access constructed for the area and for Planning Areas 1 and 2.

(vi) This Amendment provides public service levels capable of adequately serving the El Cerrito Specific Plan area because this Amendment does not deviate from the types of land uses intended in the Light Industrial zone, which was already considered by the specific plan at the time of its adoption.

(vii) This Amendment affects Planning Areas 1 and 2 only and will not disrupt or deplete the public and private open space system.

(viii) This Amendment is compatible with the surrounding designations, will not create future land use incompatibilities, and provides adequate buffers. This Amendment maintains land use compatibility within the Light Industrial zone designation within the Specific Plan area and is consistent with the development standards established for the Light Industrial zone as adopted by the specific plan.

**SECTION 5.** Approval of the Amendment (SPA2021-0001). The Amendment to the El Cerrito Specific Plan (SPA2021-0001) is hereby approved. The text and exhibits of the El Cerrito Specific Plan (SP91-02) are hereby amended as shown in Exhibit "B" attached to this Ordinance and incorporated herein by reference.



**SECTION 4.** Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at City Hall for the City of Corona, located at 400 S. Vicentia Avenue, Corona, California. Joanne Coletta, Community Development Director, is the custodian of the record of proceedings.

**SECTION 5.** Effective Date of Ordinance. The Mayor shall sign this Ordinance and the City Clerk shall attest thereto and shall within fifteen (15) days of its adoption cause it, or a summary of it, to be published in a general circulation newspaper published in the City of Corona. This Ordinance shall take effect and be in force 30 days after its adoption.

**PASSED, APPROVED AND ADOPTED** this 1st day of September, 2021.

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Mayor City of Corona, California

**ATTEST:**

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City Clerk of the City of Corona, California



### **CERTIFICATION**

I, SYLVIA EDWARDS, City Clerk of the City of Corona, California, do hereby certify that the foregoing Ordinance was regularly introduced at a regular meeting of the City Council of the City of Corona, California, duly held on the 4th day of August, 2021, and thereafter at a regular meeting held on the 1st day of September, 2021, it was duly passed and adopted by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 1<sup>st</sup> day of September, 2021.

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City Clerk of the City of Corona, California

[SEAL]



**EXHIBI “A”**

**MITIGATION MONITORING AND REPORTING PROGRAM  
FOR AN AMENDMENT TO THE EL CERRITO SPECIFIC PLAN (SP91-02)  
(SPA2021-0001)**

**(SEE ATTACHED 1 PAGE)**



# MITIGATION MONITORING AND REPORTING PROGRAM CITY OF CORONA

Mitigation Measure	Topic	Implementation Action	Method of Verification	Timing	Responsible Person	Verification Date
5-1	The revised project shall install electric power plugs at the warehouses with cold storage that will power TRUs when docked at the loading docks. TRUs shall also be limited to operate on diesel for only 5 minutes per day while onsite. The electric power plugs shall be shown on the tenant improvement building plans for the warehouses occupied with cold storage equipment.	Building Tenant Improvement Plans	Plan check review and field inspection.	Field inspection on electrical and tenant improvements.	Building Inspector	Prior to final inspection sign-off of the tenant improvement



**EXHIBI “B”**

**AMENDMENT TO THE  
TEXT AND EXHIBITS OF THE  
EL CERRITO PECIFIC PLAN (SP91-02)**

**(SEE ATTACHED 3 PAGES)**



## **EXHIBIT B (SPA2021-0001)**

### **12.11 LI - LIGHT INDUSTRIAL**

#### **12.11.1 Purpose.**

The LI light manufacturing district is intended for light manufacturing, light industrial, office, and service related uses. Except as specifically provided elsewhere, any and every building and premises or land in the LI district shall be used, occupied, erected, constructed, established, altered, enlarged, maintained, moved into or within said LI district only in accordance with the following standards set forth in this chapter.

The Light Industrial District has four separate Planning Areas, designated as PA-1, PA-2, PA-3 and PA-4, on the Land Use Plan (Figure 11). Located directly north of “The Crossings” retail center, PA-1 and PA-2 are intended to be developed as a campus-style business park with office and light industrial uses, including related service uses and limited retail. Planning Areas PA-3 and PA-4 are located adjacent to Temescal Canyon Road and incorporate existing industrial uses established under the County of Riverside zoning standards. The intent of PA-3 and PA-4 is to allow for the continuation of these established uses, while providing for the development of new light industrial establishments.

#### **12.11.2 Permitted uses and Development Standards.**

The LI, Light Industrial District shall be subject to the provisions of CMC Title 17, Chapter 17.44, Industrial Zones- M-1 Zone, and the Community Development Department’s Commercial and Industrial Design Guidelines, with the following exceptions:

##### **A. Permitted Uses in PA-1 of the LI District:**

The following uses shall be permitted in PA-1 in addition to those uses listed in CMC Title 17, Chapter 17.44.030:

- Business services for Industrial Park users, (including printing and copying services, mail or packaging, telephone services, and similar uses).
- Business-oriented retail services, (including catering, dry cleaners, tailor shop, and similar uses).
- Health and Athletic Clubs
- Health and fitness-related retail stores, (including apparel, fitness equipment, nutrition or vitamin store, sporting goods, and training services).
- Indoor Entertainment Centers, (including bowling, game arcades and similar facilities, excluding night clubs and adult entertainment)
- Offices; business, professional and medical/dental
- Office equipment and supplies: sales, rental and service
- Private trade schools and educational satellite centers
- School or studio for art, design, music, dance, gymnastics, or martial arts
- Restaurants, cafes, coffee, juice, or sandwich shops serving the industrial area



or business park (excluding drive-thru restaurants).

Cold storage warehouse (up to a combined floor area of 175,000 square feet between Planning Areas 1 and 2) provided that the building includes electric power plugs that will power Transportation Refrigeration Units when parked at the loading docks. [SPA2021-0001]

B. Permitted Uses in PA-2 of the LI District:

The following uses shall be permitted in PA-2, in addition to those uses listed in CMC Title 17, Chapter 17.44.030:

Business services for Industrial Park users, (including printing and copying services, mail or packaging, telephone services, and similar uses).

Business-oriented retail services, (including catering, dry cleaners, tailor shop, and similar uses).

Offices; business, professional and medical/dental

Office equipment and supplies: sales, rental and service

Private trade schools and educational satellite centers

School or studio for art, design, music, dance, gymnastics, or martial arts

Restaurants, cafes, coffee, juice, or sandwich shops serving the industrial area or business park (excluding drive-thru restaurants).

Cold storage warehouse (up to a combined floor area of 175,000 square feet between Planning Areas 1 and 2) provided that the building includes electric power plugs that will power Transportation Refrigeration Units when parked at the loading docks. [SPA2021-0001]

C. Permitted uses in PA-3 and PA-4 of the LI District:

The following uses shall be permitted in the LI zone in addition to those uses listed in CMC Title 17, Chapter 17.44.030.

1. Automobile and truck repair garages; provided, any outdoor storage of parts or outdoor parking of inoperable vehicles shall be enclosed with a solid wall or fence;
2. Automobile towing, excluding salvage operations, provided all storage operations are enclosed with a solid wall or fence;
3. Clay products; provided, all operations and equipment shall be within an enclosed building.

D. Prohibited Uses.

The following uses are expressly prohibited in the LI District:

Residential uses

~~Cold storage warehouse. To allow cold storage warehouse in the LI District, a specific plan amendment is required in addition to environmental analysis under the California Environmental Quality Act to assess air quality emissions~~



~~and health risk from business operations and transportation involving  
Transport Refrigeration Units.~~



## **ORDINANCE NO. 3335**

### **AN ORDINANCE OF THE CITY OF CORONA, CALIFORNIA APPROVING A CHANGE OF ZONE ON 17.02 ACRES FROM A (AGRICULTURAL) TO R-3 (MULTIPLE FAMILY RESIDENTIAL) ON 8.07 ACRES AND TO C-3 (GENERAL COMMERCIAL) ON 8.95 ACRES ON PROPERTY LOCATED AT THE SOUTHWEST SIDE OF FOOTHILL PARKWAY ACROSS FROM THE INTERSECTION AT CHASE DRIVE (CZ2020-0002)**

**WHEREAS**, on July 12, 2021, the Planning and Housing Commission of the City of Corona (“Planning Commission”) conducted a duly noticed public hearing and recommended that the City Council of the City of Corona (“City Council”) approve a change of zone (“Change of Zone”) of approximately 17.02 acres located at the southwest side of Foothill Parkway across from the intersection at Chase Drive (“Subject Property”), from A (Agricultural) to R-3 (Multiple Family Residential) on 8.07 acres and to C-3 (General Commercial) on 8.95 acres to facilitate a mixed-use development of 78 residential condominiums on 8.07 acres at the rear of the Subject Property and various retail and service type uses on 8.95 acres located at the front of the Subject Property (CZ2020-0002); and

**WHEREAS**, the proposed Change of Zone will allow the Subject Property to be developed into a mixed use project that includes residential and commercial uses, and along with companion applications GPA2020-003 and Tentative Tract Map 37691, which proposes to subdivide the Subject Property into two lots for condominium purposes for the commercial and residential land uses planned on 8.95 acres in the C-3 zone and on the 8.07 acres in the R-3 zone (“Project”); and

**WHEREAS**, in connection with the approval of CZ2020-0002, an amendment to the City’s General Plan to change the land use designation on the Subject Property from Low Density Residential (3 to 6 dwelling units per acre) to Medium Density Residential (6 to 15 dwelling units per acre) and General Commercial, which is being reviewed concurrently with this Change of Zone, the City Council approved a Mitigated Negative Declaration (“MND”) and Mitigation Monitoring and Reporting Program, which were prepared pursuant to California Environmental Quality Act (Public Resources Code Section 21000 et seq.) (“CEQA”), the State CEQA Guidelines and the City of Corona Local CEQA Guidelines and which included an analysis of the environmental impacts of this Change of Zone. The MND indicated that all potential environmental impacts from this Change of Zone were less than significant or could be mitigated to a less-than-significant level; and

**WHEREAS**, the Planning Commission based its recommendation to approve the Change of Zone on certain conditions of approval, the findings set forth below and adoption of the MND; and

**WHEREAS**, on August 4, 2021, the City Council conducted a duly noticed public hearing at which all persons wishing to testify in connection with the Change of Zone were heard



and the Change of Zone was comprehensively reviewed.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:**

**SECTION 1. CEQA Findings.** As the decision-making body for this Change of Zone, the City Council has reviewed and considered the information contained in the MND, the initial study and the administrative records for this Change of Zone, including all written and oral evidence provided during the comment period. Based upon the facts and information contained in the MND, the initial study and the administrative record, including all written and oral evidence presented to the City Council, the City Council finds that all environmental impacts of this Change of Zone are either less-than-significant or can be mitigated to a level of less-than-significance pursuant to the mitigation measures outlined in the MND, the Mitigation Monitoring and Reporting Program, and the initial study.

**SECTION 2. Change of Zone Findings.** Pursuant to Corona Municipal Code (“CMC”) section 17.104.120 and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby makes and adopts the following findings:

A. This proposed Change of Zone is in conformity with the General Plan map and text for the following reasons:

(i) The General Plan land use plan of the Subject Property is being amended to Medium Density Residential on 8.09 acres and General Commercial on 8.95 acres via an accompanying application GPA2020-0003, which is consistent with the R-3 and C-3 zoning proposed for the Project Site by this Change of Zone.

(ii) CZ2020-0003 is consistent with Goal LU-7 of the General Plan because it promotes medium density residential housing, which allows housing types that are different from the mostly single-family homes in the immediate area and thereby provides more housing opportunities for Corona’s residents.

(iii) CZ2020-0003 is consistent with Policy LU-7.2 of the General Plan because it allows for more diverse and affordable types of housing and provides opportunity for commercial services within walking distance to residential neighborhoods.

(iv) CZ2020-0003 is consistent with Policy LU-7.4 of the General Plan because it promotes residential and non-residential land uses to be integrated and provides Corona residents with leisure opportunities in proximity to housing instead of having to travel elsewhere.

(v) CZ2020-0003 is consistent with Goal LU-9 of the General Plan because it allows for new residential development and neighborhood supportive land uses, which are required to adhere to adopted development standards which promotes orderly and high-quality development.



(vi) CZ2020-0003 is consistent with Policy LU-9.3 of the General Plan because it provides opportunity for new housing types within an area that is predominately single family and thereby encourages integration of different housing types into the neighborhood.

(vii) CZ2020-0003 is consistent with Goal H-1 of the General Plan as it allows for different housing types and corresponding affordability levels to provide housing for persons within all income segments an opportunity for housing based on affordability.

(viii) CZ2020-003 is consistent with Policy H-1.3 of the General Plan as it permits residential development on land within the City that would provide an opportunity for housing at a higher density than its current density designation under the General Plan.

B. The Subject Property is suitable for the uses permitted in the R-3 (Multiple Family Residential) and C-3 (General Commercial) zones in terms of access, size of parcel, relationship to similar or related uses for the following reason:

(i) The Project can meet the development standards required by the R-3 and C-3 zone, which is demonstrated by the Project's conditional use permit application (CUP2020-0001) for the residential plan proposed in the R-3 zone and the precise plan application (PP2020-0005) for the commercial plan proposed in the C-3 zone. The Subject Property also has adequate vehicular access from Foothill Parkway.

C. This proposed Change of Zone is necessary and proper at this time and is not likely to be detrimental to the adjacent property or residences for the following reasons:

(i) CZ2020-0003 will not be detrimental to the adjacent properties because the properties that surround the Project are comprised of Foothill Parkway, natural hillsides, open space, and a commercial nursery. The project site is separated from the nearest existing residential neighborhoods by streets, hillsides, and open space. Therefore, the proposed development of the Subject Property is not expected to create any visual, lighting, or noise impacts to the nearby residential neighborhoods.

(ii) The Change of Zone is required in order to complete the entitlement for the intended residential and commercial land uses on the Subject Property.

(iii) Development occurring in the R-3 zone and C-3 zone is required to adhere to the development standards adopted by the Corona Municipal Code to ensure that development is orderly and that the necessary infrastructure is in place to support the land uses allowed by the zoning.

D. This proposed Change of Zone is in the interest of the public health, safety, necessity, convenience and general welfare and in accordance with good zoning practice for the following reason:

(i) CZ2020-0003 zoning designations are consistent with several goals and policies of the City's General Plan, which is used as the foundation in making land use



decisions.

**SECTION 3. Approval of Change of Zone (CZ2020-0003).** CZ2020-0003 is hereby approved to change 17.02 acres of real property located at the southwest side of Foothill Parkway across from the intersection at Chase Drive, as described and depicted in Exhibit “A” attached hereto and incorporated herein by reference, from A (Agricultural) to R-3 (Multiple Family Residential) on 8.07 acres, as described in Chapter 17.18 of Title 17 of the Corona Municipal Code, and from A (Agricultural) to C-3 (General Commercial) on 8.95 acres, as described in Chapter 17.33 of Title 17 of the Corona Municipal Code.

**SECTION 4. Modification of Zoning Map.** The Community Development Director shall modify the Official Zoning Map of the City of Corona in accordance with this Ordinance to indicate thereon the zoning applicable to the Subject Property as set forth on the map attached as Exhibit “B” attached hereto and incorporated by reference.

**SECTION 5. Custodian of Records.** The documents and materials that constitute the record of proceedings on which the findings set forth in this Ordinance have been based are located at the City of Corona City Hall, 400 S. Vicentia Avenue, Corona, California 92882. The custodian for these records is Joanne Coletta, Community Development Director.

**SECTION 6. Effective Date of Ordinance.** The Mayor shall sign this Ordinance and the City Clerk shall attest thereto and shall within fifteen (15) days of its adoption cause it, or a summary of it, to be published in a general circulation newspaper published in the City of Corona. This Ordinance shall take effect and be in force 30 days after its adoption.

**PASSED, APPROVED AND ADOPTED** this 1st day of September, 2021.

---

Mayor of the City of Corona, California

**ATTEST:**

---

City Clerk of the City of Corona, California



## **CERTIFICATION**

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Ordinance was regularly introduced at a regular meeting of the City Council of the City of Corona, California, duly held on the 4<sup>th</sup> day of August, 2021, and thereafter at regular meeting held on the 1st day of September, 2021, it was duly passed and adopted by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 1st day of September, 2021.

---

City Clerk of the City of Corona, California



### **SUMMARY**

On September 1, 2021, the Corona City Council will consider approving a Change of Zone to change the zone on 17.02 acres from A (Agricultural) to R-3 (Multiple Family Residential) on 8.07 acres and to C-3 (General Commercial) on 8.95 acres on property located on the southwest side of Foothill Parkway across from the intersection at Chase Drive. A certified copy of the full text of this proposed ordinance is posted in the City Clerk's office.

The City Council meets at 6:30 a.m. in the Council Chambers in the Corona City Hall, located at 400 South Vicentia Avenue. The City Clerk's office is located in City Hall near the Council Chambers.



**EXHIBIT “A”**

**LEGAL DESCRIPTION AND DEPICTION**

**(THE LEGAL DESCRIPTION AND DEPICTION ARE ATTACHED AS PAGES A-1  
THROUGH A-1 – A-7 BEHIND THIS PAGE)**



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**FOR**  
**ZONE CHANGE**

Parcels of land being a portion of that patented placer mining claim known as Lot 4045, and also known as the McKnight Consolidated Clay Mining Claim, consisting of the McKnight, Luckey and Trio Placer Claims, and lying within fractional Sections 3 and 10 in Township 4 South, Range 7 West, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to the Official Plat thereof, as shown on a Record of Survey, on file in Book 121, Pages 47 through 49, of Record of Surveys, in said County, and shown by Mineral Survey No. 4045 and Amended Map of Sections 4 and 10, of said Township and Range, dated February 1, 1917, Records of the General Land Office, on file at the Bureau of Land Management Office, Washington D.C. and being more particularly described as follows:

**PARCEL A**

**COMMENCING** from the Southwest corner of said fractional Section 3, Thence northerly along said Section, North 0°57'23" East, a distance of 197.17 feet to the north line of that patented placer mining claim known as the Luckey Placer Mining Claim as shown on said Amended Map and said Record of Survey;

Thence North 77°00'33" East, a distance of 232.78 feet to the Northwest corner of said McKnight Placer Mining Claim and the **TRUE POINT OF BEGINNING**;

Thence easterly along the north line of last said Claim, South 89°44'22" East, a distance of 561.01 feet;

Thence leaving said north line, South, a distance of 255.67 feet to a point in the north line of said fractional Section 10;

Thence continuing along last said course, South, a distance of 393.28 feet to the south line of said McKnight Placer Mining Claim;

Thence westerly along said south line, North 88°03'14" West, a distance of 537.17 feet to the Southwest corner of said Claim;

Thence leaving said south line and northerly along the westerly line of said Claim, North 2°11'01" West, a distance of 381.42 feet to a point on the north line of Said Section 10;

Thence continuing along said westerly line of Claim and last said Course, North 2°11'01" West, a distance of 252.30 feet to the **TRUE POINT OF BEGINNING**;

Said parcel contains 351,800 square feet = 8.08 acres.



Subject to: Covenants, conditions, restrictions, reservations, easements and Right of Ways of record, if any.

All as shown on Exhibit "B", attached hereto and by this reference made a part thereof

## **PARCEL B**

**COMMENCING** from the Southwest corner of said fractional Section 3, Thence northerly along said Section, North  $0^{\circ}57'16''$  East, a distance of 197.17 feet to the north line of that patented placer mining claim known as the Luckey Placer Mining Claim as shown on said Amended Map and said Record of Survey;

Thence North  $77^{\circ}00'33''$  East, a distance of 232.78 feet to the northwest corner of said McKnight Placer Mining Claim; Thence easterly along the north line of last said Claim, South  $89^{\circ}44'22''$  East, a distance of 561.01 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing easterly along said North line and along last said course, South  $89^{\circ}44'22''$  East, a distance of 284.50 feet to the Westerly line of Parcel 2070-105 as shown on Record of Survey filed in Book 64, Pages 75-79, inclusive, of Record of Surveys, In the Office of the Recorder for said County;

Thence southerly along said parcel line, South  $32^{\circ}43'44''$  East, a distance of 132.40 feet to the southwest corner of said parcel;

Thence easterly along the southerly line of said parcel, North  $75^{\circ}20'36''$  East, a distance of 51.65 feet to the westerly line of that parcel of land granted to the City of Corona per deed recorded June 8, 2010 as Instrument No. 2010-262206 of Official Records of said County and to the beginning of a non-tangent curve, concave southwesterly and having a radius of 19,938.00 feet; the radial of which bears North  $44^{\circ}43'28''$  East;

Thence southerly along the westerly line of said parcel and along said curve, through a central angle of  $0^{\circ}39'33''$ , an arc length of 229.39 feet to a point in the north line of said Section 10;

Thence continuing southerly along the westerly line of said parcel and along said curve, through a central angle of  $0^{\circ}34'22''$ , an arc length of 199.33 feet to the most southerly corner of said parcel and to the easterly line of McKnight Placer Mining Claim;

Thence leaving said parcel and along the easterly line of said Claim, South  $11^{\circ}04'54''$  East, a distance of 275.37 feet to the southeast corner of said Claim;

Thence westerly along the southerly line of said Claim, North  $88^{\circ}03'14''$  West, a distance of 760.75 feet;



Thence leaving said southerly line, North, a distance of 393.28 feet to a point on the north line of said Section 10;

Thence continuing along last said course, North, a distance of 255.67 feet to the north line of said Claim and **POINT OF BEGINNING**;

Said parcel contains 389,465 square feet = 8.94 acres.

Subject to: Covenants, conditions, restrictions, reservations, easements and Right of Ways of record, if any.

All as shown on Exhibit "B", attached hereto and by this reference made a part thereof,

**KWC ENGINEERS**

CIVIL ENGINEERS • PLANNERS • SURVEYORS

Thomas Caseldine      5-21-21  
Thomas M. Caseldine      Date  
P.L.S. 9029



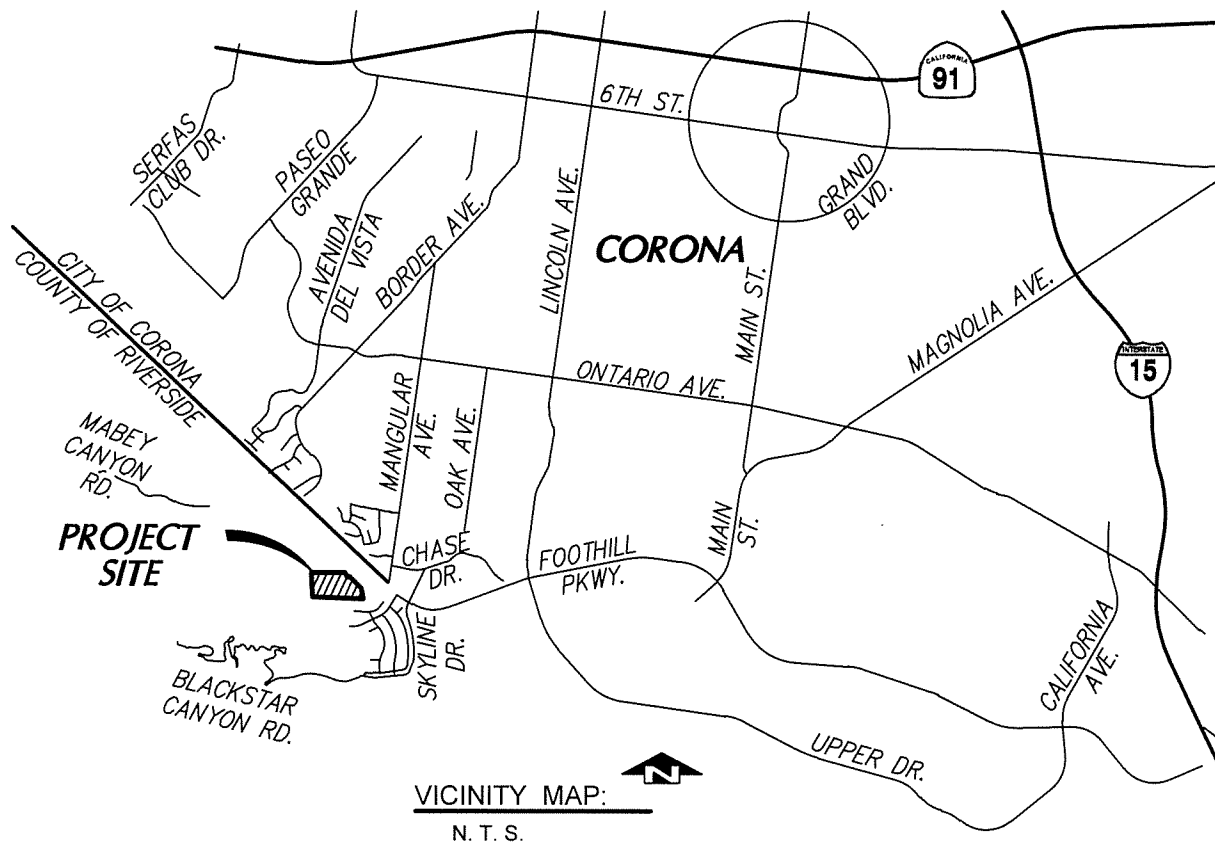
May 21, 2021  
LLC/KWC/llc  
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## EXHIBIT "B"

SHEET 1 OF 4 SHEETS

## CHANGE OF ZONE



## ZONING DESIGNATION:

A.P.N.	CURRENT ZONING DESIGNATION	PROPOSED ZONING	AREA (AC.)
<b>PARCEL A</b>			
275-050-014	AGRICULTURE	R-3 MF RESIDENTIAL	3.24
275-080-041	AGRICULTURE	R-3 MF RESIDENTIAL	4.83
<b>PARCEL B</b>			
275-050-014	AGRICULTURE	C-3 GENERAL COMMERCIAL	2.48
275-080-041	AGRICULTURE	C-3 GENERAL COMMERCIAL	6.46
R-3 MF RESIDENTIAL SUBTOTAL			8.07
C-3 GEN COMMERCIAL SUBTOTAL			8.94
<b>TOTAL</b>			<b>17.01</b>



**KWC ENGINEERS**

CIVIL ENGINEERS • PLANNERS • SURVEYORS  
1880 COMPTON AVENUE, SUITE 100 • CORONA, CA. 92881-3370 • 951-734-2130

*Thomas Caseldine* 5-21-21  
THOMAS M. CASELDINE DATE  
L.S. 9029






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EXHIBIT "B"  
CHANGE OF ZONE  
INDEX SHEET

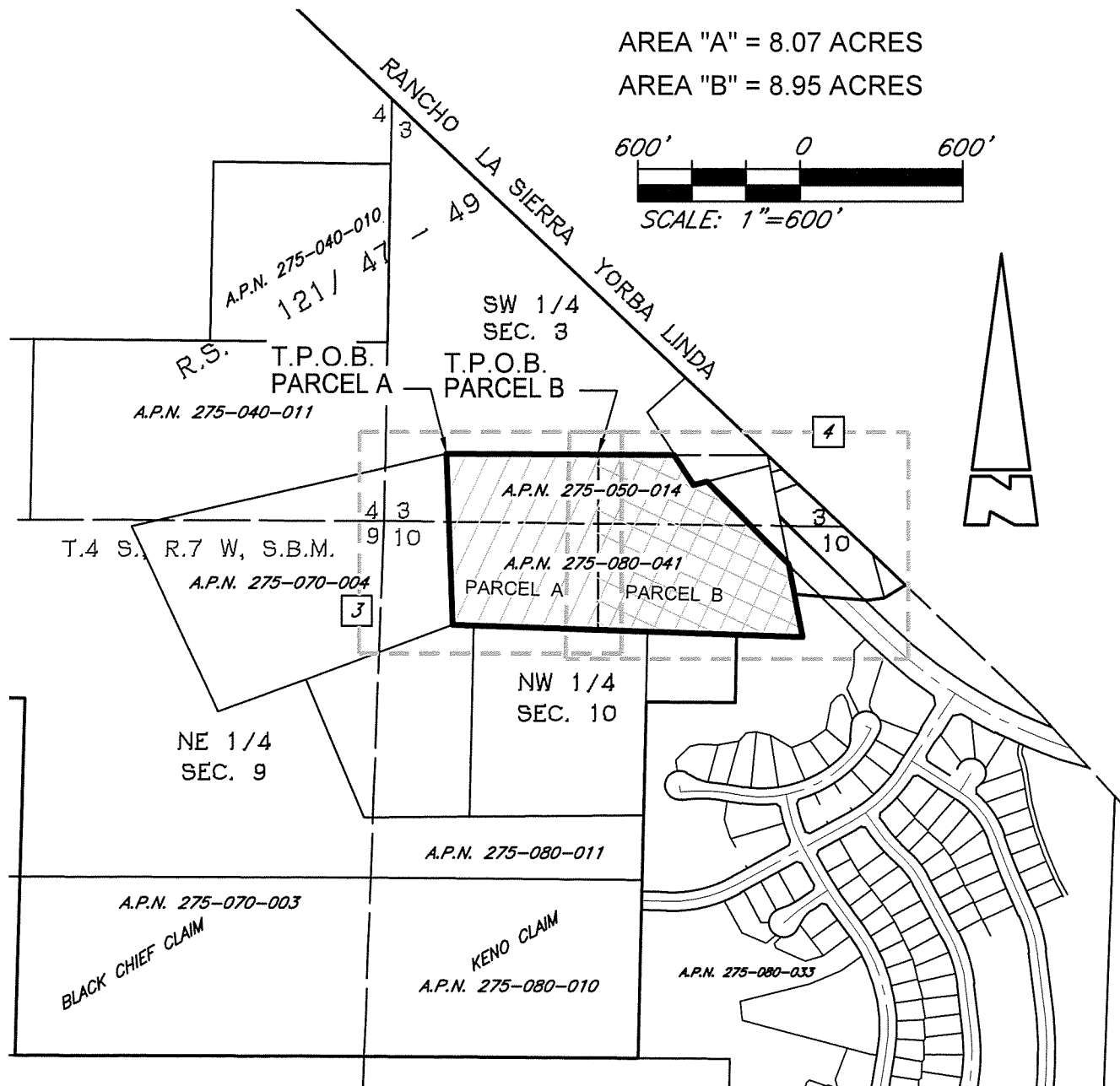
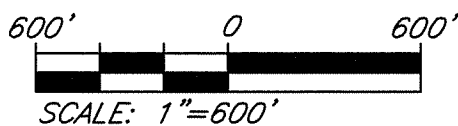
SHEET 2 OF 4 SHEETS

LEGEND:

-  ZC BOUNDARY
-  SECTION LINE
-  SHEET INDEX
-  PROPOSED ZONING  
R-3 MF RESIDENTIAL
-  PROPOSED ZONING  
C-3 GENERAL COMMERCIAL

AREA "A" = 8.07 ACRES

AREA "B" = 8.95 ACRES



**KWC** ENGINEERS

CIVIL ENGINEERS • PLANNERS • SURVEYORS  
1880 COMPTON AVENUE, SUITE 100 • CORONA, CA. 92881-3370 • 951-734-2130

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SHEET 3 OF 4 SHEETS

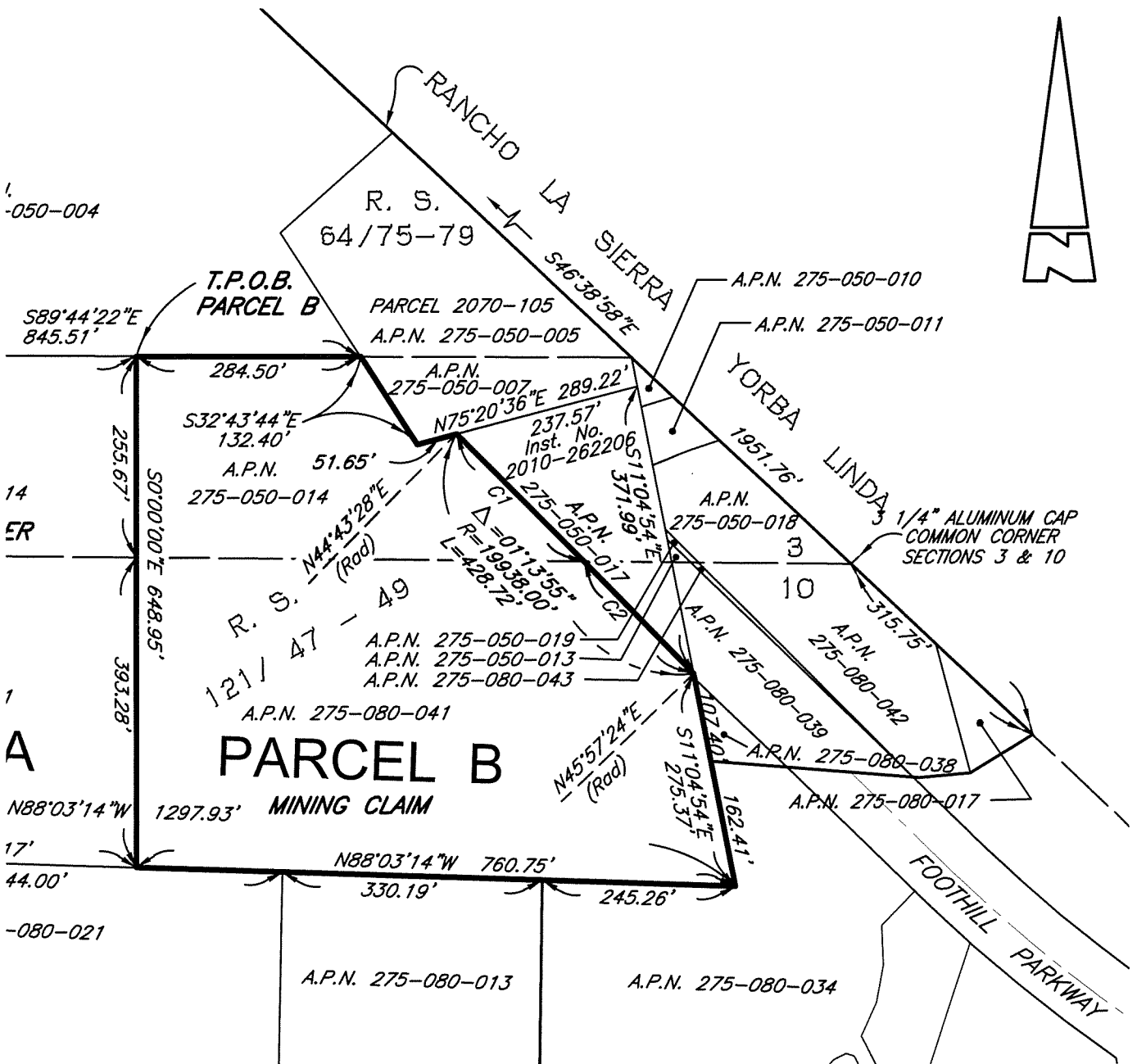


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EXHIBIT "B"  
CHANGE OF ZONE

SHEET 4 OF 4 SHEETS



100' 0 100' 200'

SCALE: 1"=200'

**KWC ENGINEERS**

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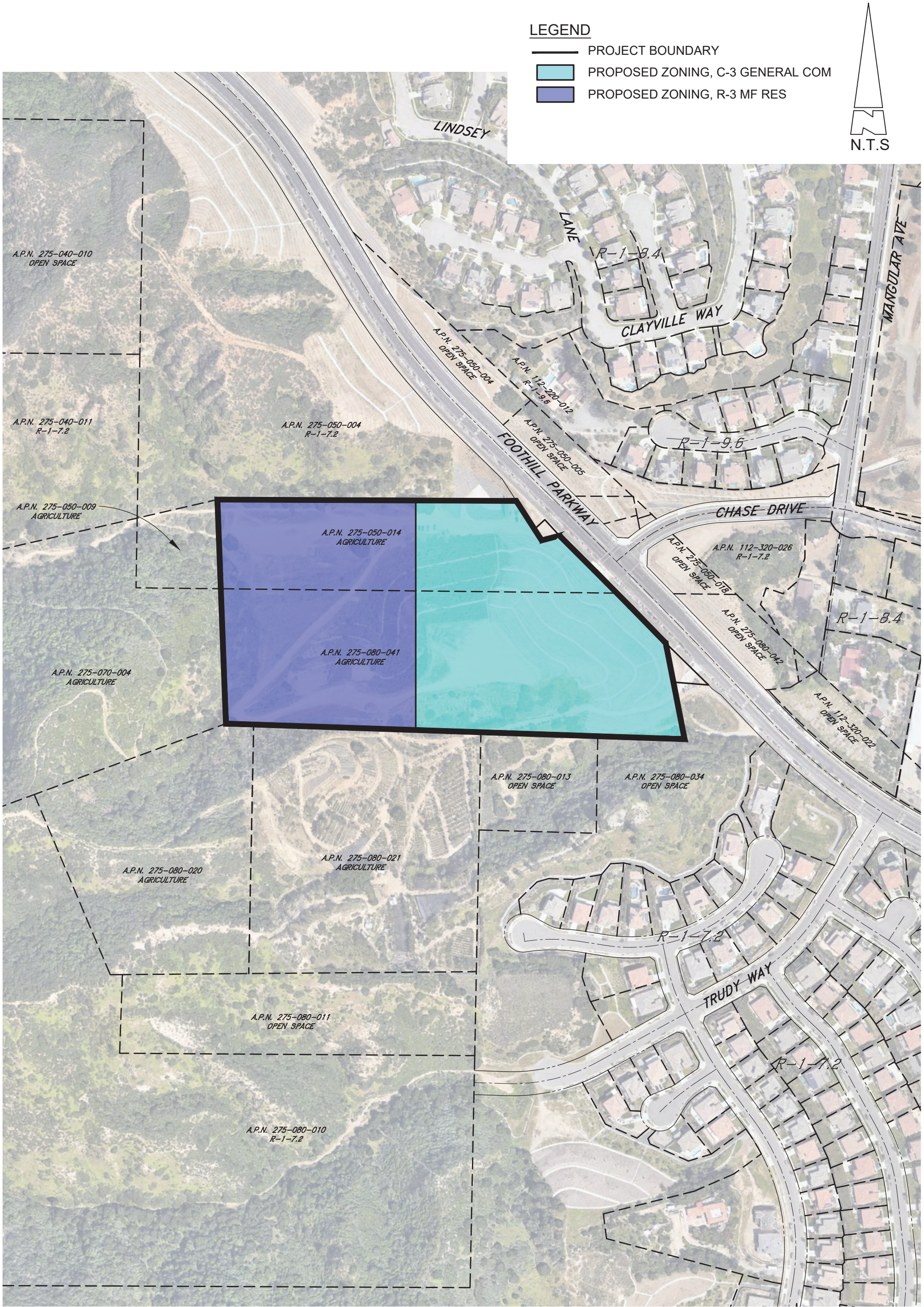


**EXHIBIT “B”**

**PROPOSED CHANGES TO OFFICIAL ZONING MAP**

**(THE PROPOSED OFFICIAL ZONING MAP IS ATTACHED AS PAGE B-1 BEHIND  
THIS PAGE)**





LEGEND

- PROJECT BOUNDARY
- PROPOSED ZONING, C-3 GENERAL COM
- PROPOSED ZONING, R-3 MF RES



EXHIBIT B

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Staff Report

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**File #:** 21-0786

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**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 09/01/2021

**TO:** Honorable Mayor and City Council Members

**FROM:** Planning & Development Department

**SUBJECT:**

Release of Grading Securities for the remedial grading completed at 1541 Sherborn Street.

**EXECUTIVE SUMMARY:**

The remedial grading at 1541 Sherborn Street has been completed and the developer is requesting that the City release the Grading Securities posted for the project.

**RECOMMENDED ACTION:**

**That the City Council** release the Grading Securities posted by NH Sherborn Street Industrial Property Owner, LLC, a Delaware limited liability company for the property located at 1541 Sherborn Street (Bond No. 800022596 and R24976).

**BACKGROUND & HISTORY:**

The City Council at its meeting on January 6, 2021, entered into a Grading Agreement with NH Sherborn Street Industrial Property Owner, LLC, for remedial and mass grading operations located at 1541 Sherborn Street. The project site is 37.7 acres and is planned for the development of five industrial buildings totaling 731,780 square-feet. The grading plans for the remedial grading were approved by the City on May 21, 2020. The remedial grading has since been completed and was inspected by staff throughout the construction process. The grading was done in accordance with the approved plans.

**ANALYSIS:**

The grading securities posted by the developer totaled \$1,987,300.00 for grading and \$21,600.00 for erosion control. The request will release the entire amount of the securities posted by the developer.

As the project progresses, the owner, at a future date, will be required to enter into agreements with the City for rough grading, precise grading, and improvements and post sufficient securities to



guarantee the construction of all final grading, water, reclaimed water, storm drain, and sewer public improvements required for project.

**FINANCIAL IMPACT:**

All applicable fees have been paid by the developer.

**ENVIRONMENTAL ANALYSIS:**

The release of the grading securities is not considered a project under the California Environmental Quality Act (CEQA). Therefore, no further environmental analysis is required.

**PREPARED BY:** CHRISTOPHER HORN, P.E., SENIOR CIVIL ENGINEER

**REVIEWED BY:** JOANNE COLETTA, PLANNING & DEVELOPMENT DIRECTOR

**Attachments:**

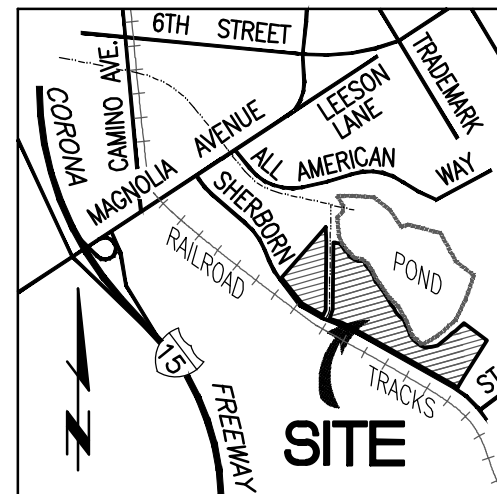
1. Exhibit 1 - Location Map



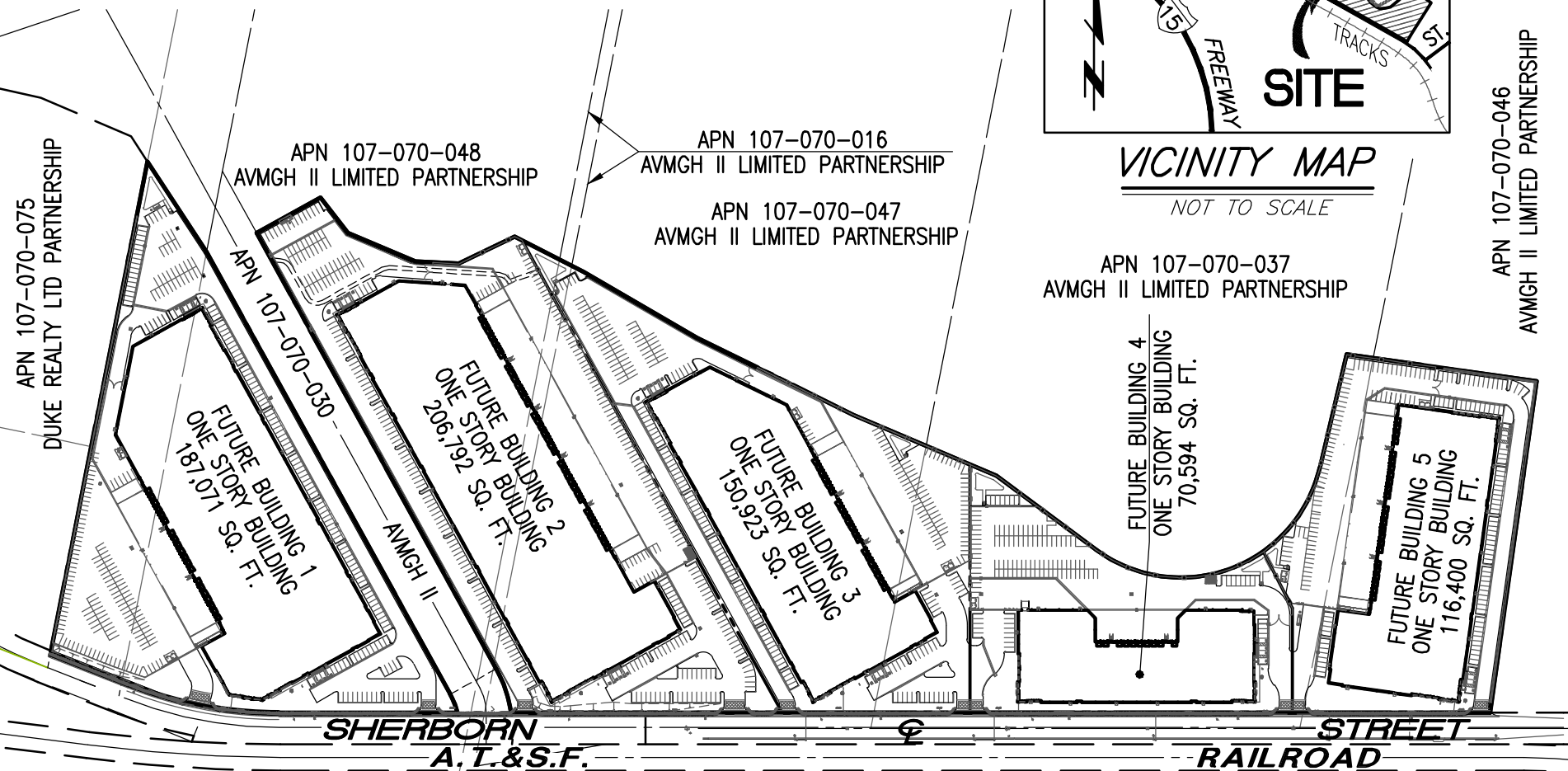
SCALE: 1" = 300'

# EXHIBIT "1"

LOCATION MAP  
1541 SHERBORN STREET



**VICINITY MAP**  
NOT TO SCALE



**Thienes Engineering, Inc.**  
CIVIL ENGINEERING • LAND SURVEYING  
14349 FIRESTONE BOULEVARD  
LA MIRADA, CALIFORNIA 90638  
PH.(714)521-4811 FAX(714)521-4173

Last Update: 12/18/20  
O:\3738\EXHIBIT\LOCATION MAP\3738\_LOCATION\_MAP.dwg

**EXHIBIT 1**





Staff Report

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**File #:** 21-0801

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**REQUEST FOR  
CORONA HOUSING AUTHORITY ACTION**

**DATE:** 09/01/2021

**TO:** Honorable Chairperson and Board Members

**FROM:** Community Services Department

**SUBJECT:**

Assignment, Assumption, and Consent Agreements and Subordination Agreement relating to River Run Senior Apartments between Avanath River Run, LP and the City of Corona Housing Authority.

**EXECUTIVE SUMMARY:**

River Run Senior Apartments is a 360-unit affordable housing apartment complex owned and operated by Steadfast River Run, LP. The property is in the process of selling to Avanath River Run, LP. Steadfast received financial assistance from the former City of Corona Redevelopment Agency to develop the property and is under affordable housing terms and obligations for 55-years. In accordance with certain terms, the Corona Housing Authority is required to review and approve the transfer of ownership.

**RECOMMENDED ACTION:**

**That the Board Members** approve the transfer of ownership and authorize the Executive Director to execute the following agreements and all associated documents in furtherance of this action.

- a. Assignment, Assumption, and Consent Agreement relating to River Run Senior Apartments Amended and Restated Affordable Housing Agreement.
- b. Assignment and Assumption of Regulatory Agreement and Declaration of Restrictive Covenants relating to River Run Senior Apartments Project.
- c. Subordination Agreement Governmental Entity for Regulatory Agreement.

**BACKGROUND & HISTORY:**

On February 1, 2003, the former Redevelopment Agency of the City of Corona (Agency) and Steadfast River Run, L.P. (Owner) entered into an Amended and Restated Affordable Housing



Agreement (AHA) for the development of a 360-unit senior affordable housing project known as River Run Senior Apartments.

In accordance with the AHA terms, the Owner agreed to acquire, construct, operate, and maintain the project affordability for 55 years at very low- and low-income levels. Very low income is capped at 50% of the area median income (AMI) and low-income is capped at 60% AMI. In accordance with 2021 income levels, a 1-to-2-person household capped at 50% AMI is \$27,650 - \$31,600 and 60% AMI is \$33,180 - \$37,920. Accordingly, rent is also capped based on income limits. Monthly rent at 50% AMI is \$740 for a one-bedroom and \$888 for a two-bedroom, and at 60% AMI is \$888 for a one-bedroom and \$1,066 for a two bedroom.

The property has 306 one-bedroom units, 54 two-bedroom units, elevators, laundry facilities, outdoor common areas, barbeque area, dog park, pool, covered and surface parking, and a community room. To assist the project, the Agency provided financial assistance in the form of a loan and grant. The loan was in the amount of \$3,142,510 and grant in the amount of \$2,277,500. Additionally, the City of Corona (City) agreed to defer payment of the development impact fees for a certain period. In total, the project cost approximately \$36.1 million.

The initial phase located on the east side of the property was completed in November 2004, and the final phase on the west side was completed in 2005. Since its completion, the property has been operated and managed in accordance with the terms and obligation of the AHA and Regulatory Agreement.

### **ANALYSIS:**

Earlier this year the Owner contacted staff to advise of its desire to sell the property to Avanath River Run, LP (Transferee). In accordance with Section 1.1.4 (c) (1-5) of the AHA, any transfer of the Owner's interest in the Project, in whole or in part, shall be subject to the approval of the Agency, which shall not be unreasonably withheld or delayed. The Agency shall consent to any such transfer by Owner, without any adjustment to the financial terms and conditions, if, prior to transfer, each of the following requirements is satisfied:

1. The Owner submits to the Agency all information reasonably requested for the Agency to make its determination required hereunder.
2. There is no event of default continuing under the AHA or related agreements.
3. The Transferee satisfies the qualifications standards with respect to creditworthiness, reputation, and experience with similar financing on multifamily properties.
4. Transferee executes an assumption agreement that is acceptable to the Agency and requires the transferee to perform all obligations of the Owner set forth in the AHA and related agreement; and,
5. The Owner or transferee pays the amount of the Agency's out-of-pocket costs (including attorney's fees) incurred in reviewing the transfer request.

### About the Transferee

Avanath (Transferee) is an investment firm that acquires, owns, renovates, and operates affordable



housing apartment communities across the United States. They currently own 88 properties; 17 properties are located in California. Avanath has a holistic approach to investments. In addition to investing in the physical asset (when needed), they invest in community-based services and activities that enhance the lives of residents. Due to Avanath's commitment to preserving affordable housing, they attract "social impact investors" that include U.S. and international based pension funds, endowments, and foundations. Avanath is a vertically integrated real estate investment company; therefore, it self-manages every property within its portfolio with a staff that specializes in management, marketing, and leasing of affordable and conventional multifamily housing communities.

To satisfy #1-3 of the requirements noted above, also listed in Section 1.1.4 (c) (1-5) of the AHA, staff conducted the following due diligence activities: a) Property Condition Assessment report reviewed by the Building Official, Fire Marshal, and Housing Manager; b) Onsite property inspection conducted by the Housing Manager; c) Review of city records for building, code, and fire violations conducted by the Housing Manager; d) Tenant Income Certification reviewed by the Housing Manager; and e) Transferee's financial records and reference checks conducted by Keyser Marston Financial Consultant, a private firm specializing in affordable housing financing.

To satisfy item #4 above, three (3) legal documents, listed above in the Recommended Action, have been executed by Avanath and are pending Board approval.

And, to satisfy item #5, Avanath submitted a deposit in the amount of \$10,000.

In accordance with the AHA, the financial terms and conditions can be assumed by the transferee. However, Owner is prepared to pay the CHA the outstanding debt estimated at \$7.8 million.

Staff is satisfied that all transfer requirements have been met by the Owner and Transferee. Therefore, in accordance with the AHA, the CHA must consent to the transfer. To complete this action, it must go through the two-step approval process that includes Planning and Housing Commission review and CHA Board Member consideration.

At its regularly scheduled meeting of August 23, 2021, this item was presented to the Planning and Housing Commission and now awaits final approval by the CHA Board Members.

### **FINANCIAL IMPACT:**

Approval of this action will result in an increase to the Housing Fund 291 in an approximate amount of \$7.8 million.

### **ENVIRONMENTAL ANALYSIS:**

No Project (§15061(b)(3)) - a project is exempt from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects with have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.



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**File #:** 21-0801

---

**PREPARED BY:** CYNTHIA LARA, ADMINISTRATIVE SERVICES MANAGER II

**REVIEWED BY:** ANNE TURNER, COMMUNITY SERVICES DIRECTOR

**Attachments:**

Exhibit 1 - Location Map

Exhibit 2 - Assignment of Amended and Restated Affordable Housing Agreement

Exhibit 3 - Assignment of Regulatory Agreement

Exhibit 4 - Subordination Agreement



**EXHIBIT 1**

**LOCATION MAP**

**RIVER RUN SENIOR APARTMENTS**  
**863 RIVER ROAD (APN 119-070-008, -014 AND -015)**





**RECORDING REQUESTED BY:  
AND WHEN RECORDED RETURN TO:**

Corona Housing Authority  
400 South Vicentia Avenue  
Corona, CA 92882  
Attn: Executive Director

APN's: 119-070-008  
119-070-014  
119-070-015

SPACE ABOVE FOR RECORDER'S USE  
FEE EXEMPT – GOVERNMENT CODE §27383

**ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT  
RELATING TO  
RIVER RUN SENIOR APARTMENTS  
AMENDED AND RESTATED AFFORDABLE HOUSING AGREEMENT**

THIS ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT (“**Assumption Agreement**”) is made and entered into as of September 15, 2021 (“**Effective Date**”) by and among Steadfast River Run, L.P., a California limited partnership (“**Assignor**”), Avanath River Run, LP, a Delaware limited partnership (“**Assignee**”), and the City of Corona Housing Authority, a public body, corporate and politic (as the successor in interest to the Redevelopment Agency of the City of Corona) (“**Authority**”). Assignor, Assignee and Authority are sometimes referred to individually as “**Party**” and collectively as the “**Parties**” throughout this Agreement.

**RECITALS**

A. Assignor owns that certain real property located at 791 River Road, in the City of Corona, County of Riverside, State of California, as more particularly described and depicted in Exhibit “A” attached hereto and incorporated herein by reference (“**Property**”).

B. Authority’s predecessor in interest, the Redevelopment Agency of the City of Corona (“**Agency**”), and Assignor entered into that certain River Run Senior Apartments Amended and Restated Affordable Housing Agreement dated February 1, 2003 (“**AHA Agreement**”) for the purpose of providing financial assistance in connection with the construction and operation of an affordable residential housing project for seniors on the Property (“**Project**”). A memorandum of the AHA Agreement was recorded in the Official Records of the County of Riverside on February 26, 2003 as Instrument No. 2003-133242. Unless expressly defined herein, all capitalized terms used in this Assumption Agreement shall have the meanings ascribed to them in the AHA Agreement.

C. Pursuant to the terms and conditions of the AHA Agreement, the Agency provided financial assistance for the Project in the form of: (1) the City Deferral Loan in the amount of \$3,142,510, which accrued interest at the rate of ten percent (10%) per annum; (2) the



Agency Fee Loan in the amount of \$3,142,510, which accrued interest at the rate of up to ten percent (10%) per annum; and (3) the Agency Contribution in the amount \$2,477,500, which accrued interest at the rate of up to ten percent (10%) per annum. The City Deferral Loan, the Agency Fee Loan and the Agency Contribution shall be collectively referred to in this Assumption Agreement as the “**Prior Loans**”). The Parties acknowledge and agree that the principal of the City Fee Deferral has been paid off through the CFD Bonds; the Agency Contribution has become nonrepayable; and the remaining balance due under the AHA Agreement is as follows: Three Hundred Twenty-Five Thousand Eight Dollars and 15/100 (\$325,008.15) for the interest accrued on the City Fee Deferral, Three Million One Hundred Forty-Two Thousand Fifty-One Dollars (\$3,142,51.00) for the principal of the Agency Fee Loan and **[\*\*INSERT WRITTEN DOLLAR AMOUNT\*\*]** (\$**[\*\*INSERT NUMERICAL AMOUNT\*\*]**) in interest accrued on the Agency Fee Loan, for a total balance of **[\*\*INSERT WRITTEN DOLLAR AMOUNT\*\*]** (\$**[\*\*INSERT NUMERICAL AMOUNT\*\*]**) (“**AHA Loan Balance**”). Assignor shall pay the AHA Loan Balance in full on or prior to the Effective Date of this Assumption Agreement.

D. The Project is also subject to that certain Regulatory Agreement and Declaration of Restrictive Covenants, dated as of February 1, 2003 among California Statewide Communities Development Authority a joint exercise of powers authority duly organized and existing under the laws of the State of California (“**CSCDA**”), Wells Fargo Bank, National Association, a national banking association organized and existing under the laws of the United States of America (“**Trustee**”), the Authority and Assignor, recorded in the Official Records of the County of Riverside, California as Instrument No. 2003-133235 (“**Regulatory Agreement**”), a copy of which is attached hereto as Exhibit “B” and incorporated herein by reference. The Parties acknowledge that the assignment of the rights, obligations and duties under the Regulatory Agreement has been or will be assigned from Assignor to Assignee by separate instrument as of the Effective Date, provided that any bonds issued pursuant to the Regulatory Agreement (“**Bonds**”) are defeased and retired by Assignor as of the Effective Date.

E. All rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of the Agency were transferred to the Authority pursuant to Health and Safety Code section 34176, as provided in Resolution No. 2012-05 of the City Council of the City of Corona, dated January 18, 2012, and Resolution No. 2012-06 of the Oversight Board to the Successor Agency to the Redevelopment Agency of the City of Corona, dated April 5, 2012.

F. Assignor desires to convey and transfer to Assignee, and Assignee desires to acquire from Assignor, all right, title and interest to the Property and the Project.

G. Section 1.4.4 of the AHA Agreement provides that any transfer of Assignor’s interest in the AHA Agreement is subject to the approval of the Authority, as Agency’s successor in interest.

H. The Assignee is willing to undertake, agree to and assume all obligations of the Assignor under the AHA Agreement from and after the Effective Date in accordance with this Assumption Agreement.



NOW, THEREFORE, in consideration of their mutual promises set forth herein, the Authority, Assignor and Assignee hereby agree as follows:

1. ASSIGNMENT. Assignor hereby fully and unconditionally assigns to Assignee, their successors and assigns, all of its right, title and interest in and under the AHA Agreement, and delegates to the Assignee all of its duties and obligations thereunder from and after the Effective Date.

2. ASSUMPTION. Assignee hereby accepts the foregoing assignment and, from and after the Effective Date, hereby fully and unconditionally assumes all of the duties and obligations of the Assignor arising on or after the Effective Date in and under the AHA Agreement, and to observe and perform each and every term, covenant, duty and obligation thereof as though the AHA Agreement had been originally executed by Assignee. Assignee shall indemnify Assignor from and against all losses, liabilities, damages, claims, expenses and the like arising from acts or failures to act by Assignee occurring after the Effective Date in connection with the AHA Agreement. Assignor shall indemnify Assignee from and against all losses, liabilities, damages, claims, expenses and the like arising from acts or failures to act by Assignee occurring prior to the Effective Date in connection with the AHA Agreement and/or Prior Loans.

3. CONSENT OF AUTHORITY. The Authority hereby consents to the conveyance of the Property and the Project from Assignor to Assignee and to Assignor's assignment of, and Assignee's assumption of, the rights, duties and obligations of the Project and the AHA Agreement from and after the Effective Date. As of the Effective Date, Authority hereby fully and unconditionally releases Assignor from any and all obligations, duties or liabilities under the AHA Agreement except for any duties, liabilities or obligations occurring or arising prior to the Effective Date. The Authority acknowledges that: (a) Assignor has submitted to the Authority all information requested by the Authority to enable the Authority to make a determination concerning its consent for this Assumption Agreement; (b) as of the Effective Date, there is no event of default under the AHA Agreement, and to the Authority's knowledge, no event has occurred and is continuing which, with the giving of notice or passage of time or both, would constitute a default under the AHA Agreement; (c) Assignee satisfies the qualification standards with respect to creditworthiness, reputation and experience customarily applied by Fannie Mae or Freddie Mac to the approval of borrowers in connection with the transfer of similar loans; (d) Assignee has paid all of the Authority's reasonable out-of-pocket costs incurred in reviewing the request to transfer and assign the Property and the Project from Assignor to Assignee; and (e) the AHA Agreement is in full force and effect and has not been amended or modified by agreement or by implication except as disclosed herein.

4. ACKNOWLEDGEMENT OF PARTIES.

A. Acknowledgement of Payoff of AHA Loan Balance. The Authority hereby and acknowledges that, as of the Effective Date, the AHA Loan Balance has or will be paid in full by Assignor and any provisions and/or references with respect to the Prior Loans, the AHA Loan Balance, and the repayment thereof in the AHA Agreement (including, without limitation, Sections 2.3.2.5, 2.3.2.6, 2.3.2.7, and 3.1 and references in the AHA Agreement to



City Fee Deferral, Development Fees, Agency Fee Loan, Agency Fee Note, Agency Funds, Agency Guaranty, Agency Deed of Trust, Agency Contribution Agreement, Agency Contribution and Debt Service Reserve Fund,) and any documents relating to Prior Loans and the AHA Loan Balance are no longer applicable and shall be null and void from and after the Effective Date. Further, the Parties acknowledge and agree that to the extent that the Senior Financing (as defined in the AHA Agreement) has been paid in full the provisions of Section 2.4 of the AHA Agreement are no longer applicable.

B. Management Agent. Assignee hereby represents that as of the Effective Date the Management Agent, as identified in Section 4.5.1 of the AHA Agreement, shall be Avanath Communities, Inc., a California corporation.

C. Non-Discrimination. For purposes of Section 4.1 of the AHA Agreement, the Authority acknowledges and agrees that as of the Effective Date Construction of the Project is complete and the obligations in Section 4.1 shall apply only to the operation of the Project from and after the Effective Date.

D. Reference to Agency and Executive Director. From and after the Effective Date, any reference in the AHA Agreement to “Agency” shall mean the City of Corona Housing Authority, any reference in the AHA Agreement to “Executive Director” or “Executive Director of the Agency” shall mean the Executive Director of the City of Corona Housing Authority, and any reference in the AHA Agreement to “Owner” shall mean the Assignee.

E. Books and Records; Sources and Uses. From and after the Effective Date, Section 6.5 of the AHA Agreement is hereby deleted in its entirety and replaced with the following:

“6.5 Inspection of Books and Records; Sources and Uses. Upon reasonable advance notice and during normal business hours, the Authority has the right at all reasonable times to inspect the books and records of the Owner pertaining to the Site and Project as pertinent to the purposes of this Agreement. The Owner shall, at its sole cost, expense and liability, provide the Authority with a description of the sources and uses of funds at the Project on an annual basis. The Authority may at any time, at its sole cost and expenses, conduct, or have conducted on its behalf, a financial audit of all the Owner’s books, records, ledgers and documents concerning the Project. The Owner shall cooperate with the Authority’s auditors and shall provide such information as the auditors may reasonably request and the Owner shall direct its auditors to do the same.

6.5.1 Inspections of Property, Project and Units. The Owner and each Qualified Senior Household occupying a Unit shall permit the Authority to conduct inspections of the Property, the Project and each Unit, from time-to-time, for purposes of verifying compliance with this Agreement and the Regulatory Agreement, upon fifteen (15) days prior written notice to the Owner. Owner shall, within thirty (30) days of receipt of an invoice, pay the Authority’s reasonable costs for conducting such inspections .”



F. Capital Reserve Requirements. The Authority hereby acknowledges and agrees that any requirement to maintain capital reserves pursuant to Section 3.3.4 of the AHA Agreement may be satisfied at Assignee's election by any similar capital reserves required by Assignee's lender and/or California Tax Credit Allocation Committee to be maintained by Assignee (pursuant to any loan documents and/or Capital Needs Covenant), provided that such reserves are greater than or equal to \$200 per Unit per year and otherwise comply with the terms of Section 3.3.4 of the AHA Agreement. Notwithstanding the foregoing, as provided in Section 3.3.4 of the AHA Agreement, the amount of such deposits shall be adjusted by the Authority based on an analysis of replacement reserve requirements prepared by a qualified third party in accordance with reasonable and customary standards for similar residential rental projects.

G. Term. The Authority hereby acknowledges and agrees that the Effective Date of the AHA Agreement is February 1, 2003 and that the 55 year affordable term shall end on February 25, 2058.

5. REGULATORY AGREEMENT. The Parties acknowledge and agree that the Regulatory Agreement attached hereto as Exhibit "B" is the same agreement that should be attached to the AHA Agreement as Attachment No. 4.

6. REPRESENTATIONS, WARRANTIES AND COVENANT OF ASSIGNEE. Assignee hereby represents, warrants and covenants that: (a) it has full power and authority to enter into this Assumption Agreement and to execute, deliver and perform all its obligations under this Assumption Agreement and the AHA Agreement; and (b) prior to the Effective Date, the Assignee did not possess any interest in the Project nor was the Assignee involved with the Assignor in any partnership, corporation or other form of business arrangement.

7. INDEMNIFICATION.

A. Assignor shall, to the fullest extent permitted by law, defend, indemnify and hold the Authority, the City of Corona, and their respective directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Assignor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of this Assumption Agreement, the condition of the Property and/or any failure to comply with the AHA Agreement prior to the Effective Date, including, without limitation, the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

B. Assignee shall, to the fullest extent permitted by law, defend, indemnify and hold the Authority, the City of Corona, and their respective directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Assignee, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of this Assumption Agreement, the condition of the Property and/or any failure to comply with the AHA Agreement



from and after to the Effective Date, including, without limitation, the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

C. Except as provided in Section 2 and Section 7(B) above, neither Assignee nor any of their members, managers, employees, agents or affiliates shall be required to indemnify or hold any party harmless as a result of any occurrence that arises prior to the Effective Date. With respect to any occurrence that arose prior to the Effective Date for which the AHA Agreement requires the Assignor to indemnify and hold harmless the Authority, the Assignor shall continue to indemnify and hold such parties harmless for such occurrences, subject to any exculpatory provisions therein contained.

## 8. MISCELLANEOUS.

A. Payment of Costs. To the extent not already covered by the \$10,000 deposit made by Assignee to the Authority prior to the Effective Date ("**Deposit**"), Assignee agrees to pay the Authority's costs to effectuate the transfer of the Property and the Project to Assignee, including but not limited to the costs as set forth in Section 3(d) above, recording fees, transfer taxes, escrow fees and reasonable attorneys' fees, expenses and disbursements incurred by the Authority relating to this Assumption Agreement or incurred in connection with the assumption by the Assignee of the obligations under the AHA Agreement. Any unspent funds from the Deposit shall be returned by the Authority to Assignee within sixty (60) days of the Effective Date.

B. Notices to the Assignee. All notices to be given to the Assignee, as Owner under and pursuant to the AHA Agreement, shall be addressed as follows:

Avanath River Run, LP,  
1920 Main Street,  
Suite 150  
Irvine, CA 92614  
Attn: Wesley Wilson, Chief Operating Officer

C. Notices to the Authority. All notices to be given to the Authority, as the Agency's successor in interest under and pursuant to the AHA Agreement, shall be addressed as follows:

City of Corona Housing Authority  
400 South Vicentia Avenue  
Corona, CA 92882  
Attn: Executive Director

D. Governing Law. This Assumption Agreement and all related documents shall be governed by and construed in accordance with the laws of the State of California.

E. Execution in Counterparts; Effective Date. This Assumption Agreement may be executed in several counterparts, each of which shall be an original and all of which shall



constitute but one and the same instrument, and this Assumption Agreement shall take effect on the Effective Date.

F. Continuing Effect of Assumption Agreement. All terms and conditions of the AHA Agreement not expressly modified by this Assumption Agreement are expressly reaffirmed as if set forth in their entirety herein and shall remain unaffected, unchanged and unimpaired by reason of this Assumption Agreement.

**[SIGNATURES ON FOLLOWING PAGES]**



**AUTHORITY'S SIGNATURE PAGE FOR**  
**ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT**  
**RELATING TO**  
**RIVER RUN SENIOR APARTMENTS**  
**AMENDED AND RESTATED AFFORDABLE HOUSING AGREEMENT**

CORONA HOUSING AUTHORITY,  
a California public body corporate and politic

By: \_\_\_\_\_  
Jacob Ellis  
Executive Director

Attest:

\_\_\_\_\_  
Sylvia Edwards  
Authority Secretary

Approved as to Form:

\_\_\_\_\_  
Dean Derleth  
Authority Legal Counsel



A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



**ASSIGNOR'S SIGNATURE PAGE FOR**  
**ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT**  
**RELATING TO**  
**RIVER RUN SENIOR APARTMENTS**  
**AMENDED AND RESTATED AFFORDABLE HOUSING AGREEMENT**

STEADFAST RIVER RUN, L.P.,  
a California limited partnership

By: Affordable Housing Access, Inc.,  
a California nonprofit public benefit corporation,  
its Managing General Partner

By: \_\_\_\_\_  
Vasilios Salamandrakis, President

By: \_\_\_\_\_  
Hilda Jusuf, Secretary

By: Steadfast RRA, L.P.,  
a California limited partnership  
its Co-General Partner

By: Steadfast RRA, LLC,  
a Delaware limited liability company,  
its General Partner

By: Beacon Bay Holdings, LLC,  
a Delaware limited liability company,  
its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



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State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



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State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



**ASSIGNEE'S SIGNATURE PAGE FOR**  
**ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT**  
**RELATING TO**  
**RIVER RUN SENIOR APARTMENTS**  
**AMENDED AND RESTATED AFFORDABLE HOUSING AGREEMENT**

AVANATH RIVER RUN, LP,  
a Delaware limited partnership

By:     Avanath River Road GP, LLC,  
          a Delaware limited liability company,  
          its Administrative General Partner

By:     Avanath AH IV Holdco, Inc.,  
          a Delaware corporation,  
          its Managing Member

By: \_\_\_\_\_  
Name: Wesley Wilson  
Title: Chief Financial Officer

By:     AHA Inland III MGP, LLC,  
          a California limited liability company,  
          its Managing General Partner

By:     Affordable Housing Access, Inc.,  
          a California nonprofit public benefit corporation,  
          its Sole Member and Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



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State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 11 AND 14 OF BLOCK 97 OF THE AUBURNDALE COLONY, RECORDED IN MAP [BOOK 6, PAGE 20](#), IN THE OFFICIAL RECORDS OF THE COUNTY OF SAN BERNARDINO, ALSO SHOWN IN RECORD OF SURVEY IN [BOOK 51, PAGE 44](#), RECORDS OF RIVERSIDE COUNTY, AND PARCELS 2152-1A AND 2152-1B AS SHOWN ON RECORD OF SURVEY FILED IN [BOOK 99, PAGE 3](#) THROUGH 8, OF RECORDS OF SURVEY IN THE OFFICE OF THE RECORDER, RIVERSIDE COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE MOST SOUTHERLY CORNER OF LOT 11 OF BLOCK 97 OF AUBURNDALE COLONY, RECORDED IN MAP [BOOK 6, PAGE 20](#), IN THE OFFICIAL RECORDS OF THE COUNTY OF SAN BERNARDINO, ALSO SHOWN IN RECORD OF SURVEY IN [BOOK 51, PAGE 44](#), RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF RIVERSIDE ROAD BEING 60.00 FEET IN WIDTH, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 35° 25' 51" WEST, A DISTANCE OF 599.66 FEET; THENCE NORTH 54° 38' 30" EAST, A DISTANCE OF 624.67 FEET; THENCE SOUTH 35° 33' 42" EAST, A DISTANCE OF 599.62 FEET; THENCE SOUTH 54° 38' 16" WEST, A DISTANCE OF 626.04 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO LOT LINE ADJUSTMENT NO. 02-058, RECORDED JANUARY 24, 2003 AS [INSTRUMENT NO. 55515](#), IN THE RECORDS OF SAID COUNTY.

[APN: 119-070-008](#)

[APN: 119-070-014](#)

[APN: 119-070-015](#)



**EXHIBIT B**  
**REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE**  
**COVENANTS**

**[SEE ATTACHED TWENTY-FIVE (25) PAGES]**



**RECORDING REQUESTED BY:  
AND WHEN RECORDED RETURN TO:**

Corona Housing Authority  
400 South Vicentia Avenue  
Corona, CA 92882  
Attn: Executive Director

(Space Above For Recorder's Use)

**ASSIGNMENT AND ASSUMPTION OF REGULATORY AGREEMENT AND DECLARATION  
OF RESTRICTIVE COVENANTS  
RELATING TO RIVER RUN SENIOR APARTMENTS PROJECT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT OF REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (this “*Assumption Agreement*”) is made and entered into as of September [15], 2021 (the “*Effective Date*”) by and among Steadfast River Run, L.P., a California limited partnership (the “*Transferor*”), Avanath River Run, LP, a Delaware limited partnership (the “*Transferee*”), CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California (the “*Issuer*”), and the City of Corona Housing Authority (as the successor in interest to the Redevelopment Agency of the City of Corona) (the “*Authority*”).

RECITALS

WHEREAS, Transferor owns that certain real property situated in the City of Corona, County of Riverside, State of California, as more particularly described in Exhibit A attached hereto, and the multifamily rental housing project for seniors, including all structures, buildings, fixtures or improvements situated thereon (the “*Project*”);

WHEREAS, the Project is subject to that certain that certain Regulatory Agreement and Declaration of Restrictive Covenants, dated as of February 1, 2003 among the Issuer, Wells Fargo Bank, National Association, as trustee (the “*Trustee*”), the Authority and the Transferor (the “*Regulatory Agreement*”), recorded in the Official Records of the County of Riverside, California (the “*Official Records*”) as Instrument No. 2003-133235;

WHEREAS, in addition to certain funds provided by the Authority's predecessor in interest pursuant to that certain Amended and Restated Affordable Housing Agreement dated February 1, 2003 (the “*AHA Agreement*”), a memorandum of which was recorded on February 26, 2003 as Document No. 2003-133242 in the Official Records, the Project was financed, in part, with the proceeds of the (a) Issuer's Variable Rate Demand Multifamily Housing Revenue Bonds (River Run Senior Apartments Project) 2002 Series LL (the “*Senior Bonds*”) issued under the terms of that certain Trust Indenture, dated as of December 1, 2002, as amended and restated by a First Amended and Restated Trust Indenture, dated as of February 1, 2003 and by a Second Amended and Restated Trust Indenture, dated February 1, 2006 (the “*Senior*



*Indenture*”), between the Issuer and Trustee; (b) Issuer’s Subordinate Multifamily Housing Revenue Refunding Bonds (River Run Senior Apartments Project) Series 2003 (the “*Subordinate Bonds*”) issued under the terms of that certain Subordinate Trust Indenture, dated as of February 1, 2003 (the “*Subordinate Indenture*”), between the Issuer and Trustee; and (c) Issuer’s Community Facilities District No. 2002-1 (River Run Senior Apartments—Corona) Special Tax Bonds (the “*CFD Bonds*”, and, together with the Senior Bonds and the Subordinate Bonds, the “*Bonds*”) issued under the terms of that certain Indenture, dated as of February 1, 2003 (the “*CFD Indenture*” and together with Senior Indenture and the Subordinate Indenture, the “*Indentures*”), between the Issuer’s Community Facilities District No. 2002-1 and the Trustee;

WHEREAS, proceeds of the Bonds were loaned to the Transferor pursuant to and in accordance with the provisions of the Regulatory Agreement and certain other bond documents (collectively, the “*Bond Documents*”), including (i) a Financing Agreement dated as of December 1, 2002 as amended and restated by a First Amended and Restated Financing Agreement dated as of February 1, 2003 and a Second Amended and Restated Financing Agreement dated as of February 1, 2006 relating to the Senior Bonds (the “*Financing Agreement*”) among the Issuer, the Trustee and the Transferor, (ii) a Subordinate Financing Agreement relating to the Subordinate Bonds dated as of February 1, 2003 (the “*Subordinate Financing Agreement*”) among the Issuer, the Trustee and the Transferor, (iii) Loan Documents, as such defined term is used in the Regulatory Agreement, (iv) Tax Certificate as defined in the Regulatory Agreement, (v) Intercreditor Agreement as defined in the Regulatory Agreement, (vi) Security Instrument as defined in the Regulatory Agreement, and (vii) CDLAC Resolution, as such defined term is used in the Regulatory Agreement;

WHEREAS, as of the Effective Date, (a) the Senior Bonds shall have been redeemed and retired in full in accordance with the Senior Indenture, (b) the Subordinate Bonds shall have been defeased pursuant to an Escrow Deposit Agreement, by and among Transferor, Issuer and Trustee (the “*Escrow Deposit Agreement*”), which such Escrow Deposit Agreement shall provide, with irrevocable instructions given, for redemption in whole of the Subordinate Bonds on October 1, 2021 (the “*Redemption Date*”), pursuant to the terms of the Subordinate Indenture, (c) the CFD Bonds shall have been defeased pursuant to an Escrow Agreement, by and between the Issuer’s Community Facilities District No. 2002-1 and the Trustee, as trustee and escrow agent (the “*Escrow Agreement*” and together with the Escrow Deposit Agreement, the “*Escrow Agreements*”) which such Escrow Agreement shall provide, with irrevocable instructions given, for redemption in whole of the CFD Bonds 75 days after the Effective Date, and (d) none of the Trustee or the Credit Provider shall have any further rights, duties or responsibilities under the Regulatory Agreement as of the Effective Date, and, in accordance with Section 18 of the Regulatory Agreement, all references to the Trustee therein shall be deemed to be references to the Issuer;

WHEREAS, the Transferor desires to convey and transfer, and the Transferee desires to acquire, the right, title and interest of the Transferor in and to the Project (the “*Purchase and Sale*”);

WHEREAS, any transfer and conveyance of the Project is to comply with the requirements set forth in Section 12 of the Regulatory Agreement, which includes, among other



conditions, the prior consent of the Issuer, the assumption in full by the Transferee of all obligations of the Transferor under the Regulatory Agreement, receipt by the Issuer of an opinion of Bond Counsel and an opinion of Transferee's Counsel, and receipt by the Issuer and the Trustee of all fees and expenses then currently due and payable;

WHEREAS, the Transferee is willing to undertake, agree to and assume such obligations and all of the Transferor's obligations under the Regulatory Agreement from and after the Effective Date;

WHEREAS, in order to evidence the undertaking of, agreement to and assumption by the Transferee of the rights, duties and obligations of the Transferor under the Regulatory Agreement from and after the Effective Date, the Issuer, the Transferor, the Authority and the Transferee have agreed to enter into this Assumption Agreement; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Senior Indenture or the Regulatory Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Issuer, the Transferee, Authority, and the Transferor agree as follows:

SECTION 1. ASSIGNMENT AND ASSUMPTION OF REGULATORY AGREEMENT.

A. As of the Effective Date, the Transferor hereby fully and unconditionally assigns to the Transferee all of its rights, title and interest in and under the Regulatory Agreement, and delegates to the Transferee all of its duties and obligations thereunder from and after the Effective Date. The Transferee hereby accepts such assignment and, from and following the Effective Date, hereby fully and unconditionally assumes in full all of the duties and obligations of the Transferor arising on or after the Effective Date in and under the Regulatory Agreement, and undertakes and agrees to perform each and every duty and obligation thereof, and Transferee shall indemnify Transferor from and against all losses, liabilities, damages, claims, expenses and the like arising from acts or failures to act by Transferee occurring after the Effective Date in connection with the Regulatory Agreement. Transferor shall indemnify Transferee from and against all losses, liabilities, damages, claims, expenses and the like arising from acts or failures to act by Transferor occurring (i) prior to the Effective Date in connection with the Regulatory Agreement, any of the Bond Documents, or any liabilities or obligations thereunder or any other financing documents relating to the Bonds, and (ii) from and after the Effective Date in connection with the Escrow Agreements and/or any of the Ongoing Indemnity Obligations (as hereinafter defined but solely with respect to any Ongoing Indemnity Obligations arising from the issuance, maintenance, defeasance, payoff, and/or redemption of the Bonds).

B. The Issuer acknowledges that the Senior Bonds will be redeemed, the Subordinate Bonds and the CFD Bonds will be defeased and the related Indentures discharged and/or released on the Effective Date such that the Issuer's expectation with respect to the Transferee's assumption of the Regulatory Agreement shall include only such terms and conditions of the Bond Documents necessary to effectuate the terms and conditions of the Regulatory Agreement,



which shall include, (a) the CDLAC Resolution, (b) the Tax Certificate, and (c) all amounts required to be paid in accordance with Sections 7(a) and 10 of the Regulatory Agreement, including (i) the payment of the Issuer's Fees, the Issuer Fee and fees and expenses pursuant to Section 2.5(a) of the Financing Agreement and Section 3.2(c) of the Subordinate Financing Agreement as set forth in Exhibit B attached hereto, and (ii) the indemnity obligations pursuant to Article VI of the Financing Agreement and Section 6.4 of the Subordinate Financing Agreement as set forth in Exhibit B attached hereto (the foregoing financing indemnity obligations under this Section 1.B.(ii) referred to as "**Ongoing Indemnity Obligations**").

SECTION 2. SATISFACTION OF CONDITIONS TO TRANSFER. Each of the Transferor and the Transferee acknowledges that the transfer of the Project pursuant to this Assumption Agreement is intended to comply with the restrictions on transfer set forth in Section 12 of the Regulatory Agreement, and the Transferee hereby represents to the Issuer that each of the conditions to the transfer set forth in Sections 12(A)(2), 12(A)(3), 12(A)(4) and 12(B) has been fulfilled as of the Effective Date and Transferor hereby represents to the Issuer that each of the conditions to the transfer set forth in Sections 12(A)(1), 12(C) and 12(D) has been fulfilled as of the Effective Date. The Transferor further acknowledges and represents to the Issuer that the Bonds were not modified in six months prior to the Effective Date. The Issuer hereby acknowledges and represents that as of the Effective Date, (a) the Transferor has paid to the Issuer all amounts currently due and payable to the Issuer under the Regulatory Agreement and the financing documents relating to the Bonds, and (b) to the Issuer's knowledge, there are no defaults under the Regulatory Agreement.

### SECTION 3. ACKNOWLEDGEMENT AND AGREEMENT OF ISSUER.

A. Consent to Transfer. As of the Effective Date, Issuer hereby fully and unconditionally releases Transferor from any and all obligations, duties or liabilities under the Regulatory Agreement except for any liabilities or obligations relating to matters arising prior to the Effective Date. Issuer, to the extent required under the Regulatory Agreement, hereby consents to the transfer and conveyance of the Project by Transferor to Transferee as of the Effective Date, which consent shall be effective upon a) recordation of this Assumption Agreement, fully executed and delivered by the parties hereto, b) an opinion of counsel to the Transferee that the Assumption Agreement and the Regulatory Agreement are valid, binding and enforceable obligations of the Transferee, and c) an opinion of Bond Counsel that such transfer will not adversely affect the tax-exempt status of interest on the Bonds.

SECTION 4. ACKNOWLEDGEMENT AND AGREEMENT OF THE AUTHORITY. By countersigning hereto, the Authority hereby consents to the transfer and conveyance of the Project by Transferor to Transferee as of the Effective Date in accordance with this Assumption Agreement. As of the Effective Date, to the Authority's knowledge, (A) no default by Transferor under the Regulatory Agreement has occurred and is continuing, (B) no event has occurred and is continuing which, with the giving of notice or passage of time or both, would constitute a default by Transferor under any of the same with respect to and of Transferor's obligations thereunder, and (C) no fees and expenses are currently due and payable or otherwise outstanding to the Authority with respect to the Project.



## SECTION 5. MISCELLANEOUS.

A. Payment of Costs. Transferee agrees to pay the Issuer's costs to effectuate the transfer of the Project to Transferee, including but not limited to recording fees, transfer taxes, escrow fees and reasonable attorneys' fees, expenses and disbursements incurred by the Issuer relating to this Assumption Agreement or incurred in connection with the assumption by the Transferee of the obligations under the Regulatory Agreement, provided that Transferor shall be responsible for any costs and expenses associated with the retirement and/or payoff of the Bonds, including without limitation, any reasonable attorneys' fees associated therewith.

B. Issuer's Annual Fee. In accordance with Sections 7(a) and 10 of the Regulatory Agreement, the Issuer's annual fee shall not be accelerated with the Purchase and Sale but shall remain payable by Transferee each year through the end of the Qualified Project Period in an amount equal to \$18,756.26 per annum, payable in equal semiannual installments, in advance, on March 1 and September 1 of each year.

C. The Trustee and the Credit Provider. Pursuant to the redemption of the Senior Bonds and the defeasance of the Subordinate Bonds, on and as of the Effective Date, none of the Trustee or the Credit Provider shall have any further rights, duties or responsibilities under the Regulatory Agreement, and, in accordance with Section 18 of the Regulatory Agreement, all references to the Trustee therein shall be deemed to be references to the Issuer.

D. Notices to the Transferee. All notices to be given to the Transferee, as Owner under and pursuant to the Regulatory Agreement, shall be addressed as follows:

Avanath River Run, LP,  
1920 Main Street,  
Suite 150  
Irvine, CA 92614  
Attn: Wesley Wilson, Chief Operating Officer

E. Governing Law. This Assumption Agreement and all related documents shall be governed by and construed in accordance with the laws of the State of California.

F. Execution in Counterparts; Effective Date. This Assumption Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument, and this Assumption Agreement shall take effect on the Effective Date.

G. No Further Modifications. All terms and conditions of the Regulatory Agreement not expressly modified by this Assumption Agreement are expressly reaffirmed as if set forth in their entirety herein and shall remain unaffected, unchanged and unimpaired by reason of this Assumption Agreement.

[Remainder of Page Intentionally Left Blank]



WHEREAS, this Assumption Agreement is executed by the parties hereto on the date first written above.

**TRANSFEROR:**

STEADFAST RIVER RUN, L.P.,  
a California limited partnership

By: Affordable Housing Access, Inc.,  
a California nonprofit public benefit corporation,  
its Managing General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: Steadfast RRA, LLC,  
a California limited liability company,  
its Co-General Partner

By: Beacon Bay Holdings, LLC,  
a Delaware limited liability company,  
its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



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State of California )  
County of \_\_\_\_\_ )

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WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



**TRANSFeree:**

AVANATH RIVER RUN, LP,  
a Delaware limited partnership

By:     Avanath River Road GP, LLC,  
          a Delaware limited liability company,  
          its Administrative General Partner

By:     Avanath AH IV Holdco, Inc.,  
          a Delaware corporation,  
          its Managing Member

By: \_\_\_\_\_  
Name: Wesley Wilson  
Title: Chief Financial Officer

By:     AHA Inland III MGP, LLC,  
          a California limited liability company,  
          its Managing General Partner

By:     Affordable Housing Access, Inc.,  
          a California nonprofit public benefit corporation,  
          its Sole Member and Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



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State of California )  
County of \_\_\_\_\_ )

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(insert name and title of the officer)

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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.

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WITNESS my hand and official seal.

Signature\_\_\_\_\_

(Seal)



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County of \_\_\_\_\_ )

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WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



**ISSUER:**

CALIFORNIA STATEWIDE COMMUNITIES  
DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Authorized Signatory



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State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
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WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



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State of California )  
County of \_\_\_\_\_ )

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(insert name and title of the officer)

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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.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
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WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



**AUTHORITY'S SIGNATURE PAGE FOR**  
**ASSIGNMENT AND ASSUMPTION OF REGULATORY AGREEMENT AND**  
**DECLARATION OF RESTRICTIVE COVENANTS**  
**RELATING TO**  
**RIVER RUN SENIOR APARTMENTS**

CORONA HOUSING AUTHORITY,  
a California public body corporate and politic

By: \_\_\_\_\_  
Jacob Ellis  
Executive Director

Attest:

\_\_\_\_\_  
Sylvia Edwards  
Authority Secretary

Approved as to Form:

\_\_\_\_\_  
Dean Derleth  
Authority Legal Counsel



A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 11 AND 14 OF BLOCK 97 OF THE AUBURNDALE COLONY, RECORDED IN MAP [BOOK 6, PAGE 20](#), IN THE OFFICIAL RECORDS OF THE COUNTY OF SAN BERNARDINO, ALSO SHOWN IN RECORD OF SURVEY IN [BOOK 51, PAGE 44](#), RECORDS OF RIVERSIDE COUNTY, AND PARCELS 2152-1A AND 2152-1B AS SHOWN ON RECORD OF SURVEY FILED IN [BOOK 99, PAGE 3](#) THROUGH 8, OF RECORDS OF SURVEY IN THE OFFICE OF THE RECORDER, RIVERSIDE COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE MOST SOUTHERLY CORNER OF LOT 11 OF BLOCK 97 OF AUBURNDALE COLONY, RECORDED IN MAP [BOOK 6, PAGE 20](#), IN THE OFFICIAL RECORDS OF THE COUNTY OF SAN BERNARDINO, ALSO SHOWN IN RECORD OF SURVEY IN [BOOK 51, PAGE 44](#), RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF RIVERSIDE ROAD BEING 60.00 FEET IN WIDTH, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 35° 25' 51" WEST, A DISTANCE OF 599.66 FEET; THENCE NORTH 54° 38' 30" EAST, A DISTANCE OF 624.67 FEET; THENCE SOUTH 35° 33' 42" EAST, A DISTANCE OF 599.62 FEET; THENCE SOUTH 54° 38' 16" WEST, A DISTANCE OF 626.04 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO LOT LINE ADJUSTMENT NO. 02-058, RECORDED JANUARY 24, 2003 AS [INSTRUMENT NO. 55515](#), IN THE RECORDS OF SAID COUNTY.

[APN: 119-070-008](#)

[APN: 119-070-014](#)

[APN: 119-070-015](#)



## **EXHIBIT B**

### **Section 2.5(a) of the Financing Agreement:**

SECTION 2.5      Payment of Fees, Costs and Expenses. The Borrower shall pay when due, without duplication, the fees, expenses and other sums specified in this Section.

(a)      The Issuer's Fee and all costs and expenses incurred by the Issuer at any time in connection with the Bonds, provided that payment of the Issuer's Fee shall be subordinate to payment of the Bonds and all fees, cost and expenses payable with respect to the Loan or the Credit Facility.

### **Section 3.2(c) of the Subordinate Financing Agreement:**

(c)      The Borrower will also pay the Issuer Fee and all fees and expenses of the Trustee and the Issuer in connection with the Bonds and any expenses incurred by the Owners of the Bonds following a "Default" hereunder, including, without limitation, legal fees and expenses, such amounts to be paid directly to said parties for their own account within thirty (30) days after receipt of a request for payment thereof. Specifically, and without limiting the foregoing, the Borrower agrees to pay to the Issuer or to any payee designated by the Issuer or to the Trustee, within thirty (30) days after receipt of a request for payment thereof, all reasonable expenses of the Issuer or the Trustee related to the Project and the financing thereof that are not paid from the Project Fund under the Indenture, including, without limitation, legal fees and expenses incurred in connection with any redemption of Bonds or in connection with the interpretation, enforcement or amendment of any documents relating to the Project or the Bonds.

### **Article VI of the Financing Agreement:**

## **ARTICLE VI**

### **INDEMNIFICATION**

SECTION 6.1      Borrower's Obligations. The Borrower releases the Issuer, the Tender Agent and the Trustee, and their respective officers, directors, agents, officials, employees (and, as to the Issuer, members of its governing board and its program participants, including the City of Corona) and any person who controls the Issuer, the Tender Agent or the Trustee within the meaning of the Securities Act of 1933, from, and covenants and agrees to indemnify, hold harmless and defend the Issuer, the Tender Agent and the Trustee and their respective officers, directors, officials and any person who controls such party within the meaning of the Securities Act of 1933 and employees and each of them (each an "Indemnified Party") from and against, any and all losses, claims, damages, demands, liabilities and expenses (including attorney's fees and expenses), taxes, causes of action, suits, claims, demands and judgments of any nature, joint or several, by or on behalf of any person arising out of:



- Documents;
- (a) the transactions provided for in the Bond Documents or the Loan Documents;
  - (b) the execution and delivery or amendment of any document entered into in connection with the transactions provided for in the Bond Documents or the Loan Documents, including any certifications or representations made by any person other than the party seeking indemnification;
  - (c) the approval of the financing for the Mortgaged Property;
  - (d) the Loan;
  - (e) any and all claims arising in connection with the interpretation, performance, enforcement, breach, default or amendment of the Bond Documents, the Loan Documents or any other documents relating to the Mortgaged Property or the Bonds or in connection with any other matters relating to the Bonds or the Mortgaged Property, including, but not limited to, any federal or state tax audit, or any questions or other matters arising under such documents;
  - (f) the Trustee's acceptance or administration of the trusts created by the Indenture or the exercise of its powers or duties under the Indenture, this Financing Agreement, the Regulatory Agreement or any other agreements to which it is a party or otherwise in connection with the transactions provided for in the Bond Documents or the Loan Documents;
  - (g) any and all claims arising in connection with (a) the issuance, sale or remarketing of any Bonds or any certifications or representations made by any person other than the party seeking indemnification, including, but not limited to, any (1) statement or information made by the Borrower with respect to the Borrower or the Mortgaged Property in any offering document or materials regarding the Bonds, the Mortgaged Property or the Borrower or in the Tax Certificate or in any other certificate executed by the Borrower which, at the time made, is misleading, untrue or incorrect in any material respect or (2) untrue statement or alleged untrue statement of a material fact relating to the Borrower or the Mortgaged Property contained in any offering material relating to the sale of the Bonds, as from time to time amended or supplemented, or arising out of or based upon the omission or alleged omission to state in such offering material a material fact relating to the Borrower or the Mortgaged Property required to be stated in such offering material or necessary in order to make the statements in such offering material not misleading and (b) the carrying out by the Borrower of any of the transactions provided for in the Bond Documents and the Loan Documents;
  - (h) the Borrower's failure to comply with any requirement of any Borrower Document;
  - (i) any act or omission of the Borrower or any of its agents, servants, employees or licensees in connection with the Loan or the Mortgaged Property, including



violation of any law, ordinance, court order or regulation affecting the Mortgaged Property or any part of it or the ownership, occupancy or use of it;

(j) any damage or injury, actual or claimed, of whatsoever kind, cause or character, to property (including loss of use of property) or persons, occurring or allegedly occurring in, on or about the Mortgaged Property or arising out of any action or inaction of the Borrower, whether or not related to the Mortgaged Property, or resulting from or in any way connected with the rehabilitation or management of the Mortgaged Property, the issuance of the Bonds or otherwise in connection with transactions provided for in the Bond Documents and the Loan Documents or otherwise in connection with the Mortgaged Property, the Bonds or the execution or amendment of any document relating to the Mortgaged Property or the Bonds;

(k) any violation of any Environmental Law applicable to, or the release of any toxic substance from, the Mortgaged Property; and

(l) any and all claims arising in connection with the operation of the Mortgaged Property, or the conditions, environmental or otherwise, occupancy, use, possession, conduct or supervision of work done in or about, or from the planning, design, acquisition, rehabilitation, repair or equipping of, the Mortgaged Property or any part of it, including, but not limited to, the ADA.

This indemnification shall extend to and include, without limitation, all reasonable costs, counsel fees, expenses or liabilities incurred in connection with any such claim, or proceeding brought with respect to such claim, except (a) in the case of the Trustee, the Tender Agent or any of their respective Indemnified Parties, to the extent such damages are caused by the negligence or willful misconduct of such Person, and (b) in the case of the Issuer or any of its Indemnified Parties, to the extent such damages are caused by the willful misconduct of such Person.

**SECTION 6.2      Defense of Claims.** In the event that any action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought under Section 6.1, the Borrower, upon written notice from the Indemnified Party, will assume the investigation and defense of the action or proceeding, including the engagement of counsel selected by the Borrower, subject to the approval of the Indemnified Party in such party's sole discretion, and shall assume the payment of all expenses related to the action or proceeding, with full power to litigate, compromise or settle the same in its sole discretion; provided, however, that the Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement. Each Indemnified Party shall have the right to engage separate counsel in any action or proceeding and participate in the investigation and defense of such action or proceeding, and the Borrower shall pay the reasonable fees and expenses of such separate counsel if (i) the Indemnified Party determines that a conflict exists between the interests of the Indemnified Party and the interests of the Borrower or (ii) such separate counsel is engaged with the approval of the Borrower, which approval shall not be unreasonably withheld, conditioned or delayed.

**SECTION 6.3      Borrower's Continuing Obligations.** Notwithstanding any transfer of the Mortgaged Property to another owner in accordance with the Regulatory Agreement, the Borrower shall remain obligated to indemnify each Indemnified Party pursuant



to this Article VI for all matters arising prior to such transfer, and, as a condition to the release of the transferor on and after the transfer date, the transferee must assume the obligations of the Borrower under this Financing Agreement and the other Borrower Documents on and after the transfer date. Each Indemnified Party's rights under this Article VI shall survive the termination of this Financing Agreement, the payment of the Loan and the payment or defeasance of the Bonds.

#### **Section 6.4 of the Subordinate Financing Agreement:**

##### **Section 6.4. Indemnification.**

(a) The Borrower releases the Issuer, the Trustee, the owners of the Bonds, and releases the Underwriter as to the matters set forth in (i), (iii) and (vii) below, and their respective officers, directors, agents, officials, employees (and as to the Issuer, members of its governing body) and any person who controls the Issuer, the Trustee or the Underwriter within the meaning of the Securities Act of 1933, from, and covenants and agrees to indemnify, hold harmless and defend the Issuer, the Trustee, and the Underwriter as to the matters set forth in (i), (iii) and (vii) below, the owners of the Bonds and their respective officers, directors, employees, agents, members of its governing body, officials and any person who controls such party within the meaning of the Securities Act of 1933 and employees and each of them (each an "Indemnified Party") from and against, any and all losses, claims, damages, liabilities and expenses (including attorney's fees and expenses), taxes, causes of action, suits, claims, demands and judgments of any nature, joint or several, by or on behalf of any person arising out of:

i. the transactions provided for in the Bond Documents or otherwise in connection with the Project, the Bonds, the Loan or the execution and delivery or amendment of any other document entered into in connection with the transactions provided for in the Bond Documents;

ii. the approval of the financing for the Project or the making of the Loan;

iii. the issuance and sale of the Bonds or any certifications or representations made by any person other than the party seeking indemnification;

iv. any and all claims arising in connection with the interpretation, performance, enforcement, breach, default or amendment of the Bond Documents or any other documents relating to the Project or the Bonds or in connection with any



federal or State tax audit, or any questions or other matters arising under such documents;

v. the carrying out by the Borrower of any of the transactions provided for in the Bond Documents;

vi. the Trustee's acceptance or administration of the trusts created by the Indenture or the exercise of its powers or duties under the Indenture or under this Financing Agreement, the Regulatory Agreement or any other agreements to which it is a party or otherwise in connection with the transactions provided for in the Bond Documents;

vii. any and all claims arising in connection with the issuance and sale of any Bonds or any certifications or representations made by any person other than the Issuer (unless made in reliance upon any third party) or the Indemnified Party seeking indemnification, including, without limitation, any statement or information made by the Borrower with respect to the Borrower or the Project in any offering document or materials regarding the Bonds, the Project or the Borrower or the Tax Certificate or any other certificate executed by the Borrower which, at the time made, is misleading, untrue or incorrect in any material respect and any untrue statement or alleged untrue statement of a material fact relating to the Borrower or the Project contained in any private placement memorandum or offering material relating to the Bonds, as from time to time amended or supplemented, or arising out of or based upon the omission or alleged omission to state in such offering material a material fact relating to the Borrower or the Project required to be stated in such offering material or necessary in order to make the statements in such offering material not misleading, or failure to properly register or otherwise qualify the sale of the Bonds or failure to comply with any licensing or other law or regulation which would affect the manner in which or to whom the Bonds could be sold and the carrying out by the Borrower of any of the transactions contemplated by the Bond Documents;

viii. the Borrower's failure to comply with any requirement of this Financing Agreement;

ix. any act omission of the Borrower or any of its agents, servants, employees or licensees in connection with the Loan or the Project, including violation of any law, ordinance, court order or regulation affecting the Project or any part of it or the ownership, occupancy or use of it;

x. any damage or injury, actual or claimed, of whatsoever kind, cause or character, to property (including loss of use of property) or persons, occurring or allegedly occurring in, on or about the Project or arising out of any action or inaction of the Borrower, whether or not related to the Project, or resulting from or in any way connected with specified events, including the construction or management of



the Project, the issuance of the Bonds or otherwise in connection with transactions contemplated or otherwise in connection with the Project, the Bonds or the execution or amendment of any document relating to the Project or the Bonds;

xi. any violation of any Environmental Laws, rule or regulation with respect to, or the release of any hazardous material or toxic substance from, the Project; and

xii. any and all claims arising in connection with the operation of the Project, or the conditions, environmental or otherwise, occupancy, use, possession, conduct or management of work done in or about, or from the planning, design, acquisition, construction or equipping of, the Project or any part of it, including, but not limited to, the ADA (as evidenced by an architect's certificate to such effect).

This indemnification shall extend to and include, without limitation, all reasonable costs, counsel fees, expenses or liabilities incurred in connection with any such claim or proceeding brought with respect to such claim; except

A. in the case of the foregoing indemnification of the Trustee or any of the other Indemnified Parties (except as provided in the following subparagraph (B)) to the extent such damages are caused by the negligence or willful misconduct of such Person; and

B. in the case of the foregoing indemnification of the Issuer, or any of its respective Indemnified Parties, to the extent such damages are caused by the willful misconduct of such Person.

(b) In the event that any action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought under this Financing Agreement, the Borrower, upon written notice from the Indemnified Party, shall assume the investigation and defense of the action or proceeding, including the employment of counsel selected (i) by the Borrower and reasonably approved by the Indemnified Party, when the Indemnified Party is other than the Issuer, in which case such approval shall be in the Issuer's sole discretion, and (ii) by the Issuer when the Indemnified Party is the Issuer, and the Borrower shall assume the payment of all expenses related to the action or proceeding, with full power to litigate, compromise or settle the same in its sole discretion, provided that an affected Indemnified Party, shall have the right to review and approve or disapprove any such compromise or

settlement. Each Indemnified Party shall have the right to employ separate counsel in any such action or proceeding and participate in the investigation and defense of the action or proceeding, and the Borrower shall pay the reasonable fees and expenses of such separate counsel, provided, however, that unless such separate counsel is employed with the approval of the Borrower, which approval shall not be unreasonably withheld, conditioned or delayed, the Borrower shall not be required to pay the fees and expenses of such separate counsel.



(c) Notwithstanding any transfer of the Project to another owner, the Borrower shall remain obligated to indemnify each Indemnified Party pursuant to this Section 6.4 for all matters arising prior to the date of such transfer, and, as a condition to the release of the transferor on and after the transfer date, the transferee must assume the obligations of the Borrower under the Borrower Documents on and after such transfer date and indemnify each Indemnified Party pursuant to this Section 6.4 for all matters arising on and after the date of such transfer; provided, however, with respect to the Issuer, the Borrower shall remain obligated to indemnify the Issuer if a subsequent owner fails to indemnify the Issuer unless the Issuer consents in writing at the time of transfer to indemnification under this Section 6.4 from such subsequent owner and not from the Borrower.



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
Andrew J. Rogers, Esq.  
Krooth & Altman LLP  
1850 M Street, N.W., Suite 400  
Washington, D.C. 20036

**SUBORDINATION AGREEMENT**  
**GOVERNMENTAL ENTITY**



**SUBORDINATION AGREEMENT GOVERNMENTAL ENTITY FOR REGULATORY  
AGREEMENT  
REGULATORY AGREEMENT ONLY/NO SUBORDINATE DEBT**

THIS SUBORDINATION AGREEMENT FOR REGULATORY AGREEMENT (this “**Agreement**”) is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by **THE CITY OF CORONA HOUSING AUTHORITY**, a public a public body, corporate and politic (as the successor in interest to the Redevelopment Agency of the City of Corona) (“**Governmental Entity**”), and **AVANATH RIVER RUN, LP**, a limited partnership organized and existing under the laws of Delaware (“**Borrower**”), for the benefit of **GREYSTONE SERVICING COMPANY LLC**, a limited liability company, organized and existing under the laws of Delaware, its successors and assigns (“**Lender**”).

**RECITALS:**

A. Simultaneously herewith Lender is making a loan to Borrower in the original principal amount of \$\_\_\_\_\_ (“**Loan**”) pursuant to a Multifamily Loan and Security Agreement between Lender and Borrower (as supplemented or amended from time to time, the “**Loan Agreement**”) and evidenced by a Multifamily Note by Borrower to Lender (as supplemented or amended from time to time, the “**Note**”). The Loan is to be secured by a Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing that will be recorded among the records of Riverside County, California (“**Official Records**”) (as supplemented or amended from time to time, the “**Mortgage**”) of certain improved real property located in Corona, Riverside County, California, as more particularly described on Exhibit A attached hereto (“**Property**”). The Loan Agreement, the Note and the Mortgage, together with all other documents executed with respect to the Loan, are hereinafter collectively referred to as the “**Loan Documents**”.

B. In connection with the construction and development of the Property, Borrower’s predecessor in interest, Steadfast River Run, L.P., a California limited partnership, Steadfast River Run Corporation, a California corporation and Governmental Entity entered into a certain Amended and Restated Affordable Housing Agreement dated as of February 1, 2003 (“**Regulatory Agreement**”), a memorandum of which was recorded on February 26, 2003 as Document No. 2003-133242 of the Official Records, pursuant to which the Property was subjected to certain restrictions by Governmental Entity.

C. As a condition to making the Loan, Lender requires that the lien of the Mortgage be superior to the lien of the Regulatory Agreement. Lender will not make the Loan unless Governmental Entity and Borrower agree to subordinate their rights and obligations under the Regulatory Agreement.

E. Borrower and Governmental Entity hereby agree to subordinate the Regulatory Agreement on and subject to the terms, conditions and requirements set forth in this Agreement.



**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into this Agreement as agreements among the parties.

2. Subordination. The Governmental Entity hereby agrees that the Regulatory Agreement is and shall at all times continue to be, subordinate, subject and inferior to the rights of Lender under the Loan Documents and that the liens, rights (including approval and consent rights), remedies, payment interests, priority interests, and security interests granted to Governmental Entity pursuant to or in connection with the Regulatory Agreement are hereby expressly acknowledged to be in all respects and at all times, subject, subordinate and inferior in all respects to the liens, rights (including approval and consent rights), remedies, payment, priority and security interests granted to Lender pursuant to the Loan Documents and the terms, covenants, conditions, operations and effects thereof. Notwithstanding the above, Governmental Entity may exercise the remedies of specific performance or injunctive relief at any time in the event of a default under or breach of the terms of the Regulatory Agreement.

3. Financing, Encumbrance and Transfer Approval. Governmental Entity hereby approves and acknowledges the transfer of the Property to Borrower and the financing evidenced by the Mortgage. Governmental Entity further agrees that any transfer of the Property in connection with foreclosure of the Mortgage or a deed in lieu thereof shall not require Governmental Entity's consent but shall require notice to Governmental Entity.

4. Satisfaction of Prior Indebtedness. Governmental Entity acknowledges and agrees that the Governmental Entity's financing associated with and defined in the Regulatory Agreement, owed by Borrower's predecessor in interest to Governmental Entity has been paid and satisfied. Borrower's acquisition of the Property subject to the Regulatory Agreement does not in any way constitute an assumption of the "Loan".

5. Lender Notice of Default. In consideration of Governmental Entity's agreements contained in this Agreement, Lender agrees that in the event of any default by Borrower under the Loan Documents, Governmental Entity shall be entitled to receive a copy of any notice of default given by Lender to Borrower under the Loan Documents. Neither the giving nor the failure to give a notice to Governmental Entity pursuant to this Section 5 will affect the validity of any notice given by Lender to the Borrower.

6. Governmental Entity Notice of Default. Governmental Entity shall give Lender a concurrent copy of each material notice (including without limitation each notice of default) given by Governmental Entity under or with respect to the Regulatory Agreement, and agrees that Lender, at Lender's sole election, shall have the right (but not the obligation) to cure any default by Borrower under the Regulatory Agreement on its and/or Borrower's behalf. Governmental Entity hereby represents that, to the best of its knowledge, there is no current default under the Regulatory Agreement.



7. Governmental Entity's Rights. Except as set forth in Sections [2 and 8] of this Agreement, nothing in this Agreement is intended to abridge or adversely affect any right or obligation of Borrower and/or Governmental Entity, respectively, under the Regulatory Agreement; provided that, (A) the Regulatory Agreement may be released but it may not be modified, amended, changed or otherwise altered without the prior written consent of Lender so long as the Loan is secured by the Property and (B) for so long as the Loan is secured by the Property, notwithstanding the terms of the Regulatory Agreement to the contrary, neither Borrower nor Governmental Entity will, without Lender's prior written consent, exercise or seek any right or remedy under the Regulatory Agreement or available at law or in equity which will or could result in (i) a transfer of possession of the Property or the control, operations or management thereof, (ii) the collection or possession of rents or revenues from or with respect to the Property by any party other than Borrower or Lender; (iii) appointment of a receiver for the Property; (iv) the application of insurance or condemnation proceeds other than as approved by Lender pursuant to the Loan Documents; (v) the removal or replacement of the existing property manager of the Property; or (vi) a material adverse effect on Lender's security for the Loan.

8. Foreclosure by Lender. In the event of foreclosure, deed in lieu of foreclosure, or similar disposition of the Property by Lender, no consent shall be required from Governmental Entity.

9. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties hereto with regard to the subordination of the Regulatory Agreement to the lien or charge of the Loan Documents, and shall supersede and cancel any prior agreements with regard to this subject matter.

10. Binding Provisions. The covenants and agreements contained in this Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the respective parties to this Agreement.

11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

13. Notices. All notices required or permitted hereunder shall be deemed to have been received either (i) when delivered by hand and the party giving such notice has received a signed receipt thereof, or (ii) three (3) days following the date deposited in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows (or addressed in such other manner as the party being notified shall have requested by written notice to the other party):



If to Governmental Entity:

The City of Corona Housing Authority  
400 South Vicentia Avenue  
Corona, CA 92882  
Attention: Executive Director

If to Lender:

Greystone Servicing Company LLC  
419 Belle Air Lane  
Warrenton, Virginia 20186  
Attention: Fannie Mae Asset Management

With a copy to:

Krooth & Altman LLP  
1850 M Street NW, Suite 400  
Washington, DC 20036  
Attention: Andrew J. Rogers

If to Borrower:

Avananth River Run, LP  
1920 Main Street, Suite 150  
Irvine, California 92614  
Attention: Wesley Wilson, Chief Operating Officer

With a copy to:

Manatt, Phelps & Phillips, LLP  
695 Town Center Drive, 14<sup>th</sup> Floor  
Costa Mesa, California 92626  
Attention: Grace Winters

14. Further Instruments. Each of the parties hereto will, whenever and as often as they shall be requested to do so by the other, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further instruments and documents as may be reasonably necessary to carry out the intent and purpose of this Agreement, and to do any and all further acts reasonably necessary to carry out the intent and purpose of this Agreement.

15. Valid Authorization. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf



of such party with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder.

16. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which when taken together constitute one and the same instrument, binding on all of the parties. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN THE REGULATORY AGREEMENT BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF THE MORTGAGE.



IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year above written.

**GOVERNMENTAL ENTITY**

**THE CITY OF CORONA HOUSING AUTHORITY**  
a public body corporate and politic

By: \_\_\_\_\_  
Jacob Ellis  
Executive Director

Attest:

\_\_\_\_\_  
Sylvia Edwards  
Authority Secretary

Approved as to Form:

\_\_\_\_\_  
Dean Derleth  
Authority Legal Counsel

[ACKNOWLEDGMENT APPEARS ON THE FOLLOWING PAGE]



## ACKNOWLEDGMENT

**A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2021, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_(SEAL)



**BORROWER:**

**AVANATH RIVER RUN, LP**

a Delaware limited partnership

By: AVANATH RIVER ROAD GP, LLC  
a Delaware limited liability company  
Administrative General Partner

By: AVANATH AH IV HOLDCO, INC.  
a Delaware corporation  
Managing Member

By: \_\_\_\_\_(SEAL)  
Wesley Wilson  
Chief Financial Officer

By: AHA INLAND III MGP, LLC  
a California limited liability company  
Managing General Partner

By: AFFORDABLE HOUSING ACCESS, INC.  
a California nonprofit public benefit corporation  
Sole Member and Manager

By: \_\_\_\_\_(SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## ACKNOWLEDGMENT

**A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2021, before me, \_\_\_\_\_, Notary Public, personally appeared Wesley Wilson, Chief Financial Officer who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (SEAL)



## ACKNOWLEDGMENT

**A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2021, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (SEAL)



**LENDER:**

**GREYSTONE SERVICING COMPANY LLC**

a Delaware limited liability company

By: \_\_\_\_\_ (SEAL)  
Kristie Reinhardt  
Senior Closing Specialist

**ACKNOWLEDGMENT**

STATE OF MARYLAND

COUNTY OF FREDERICK

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Kristie Reinhardt, Senior Closing Specialist of GREYSTONE SERVICING COMPANY LLC, a Delaware limited liability company, on behalf of limited liability company.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



## **EXHIBIT A**

### **Legal Description**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 11 AND 14 OF BLOCK 97 OF THE AUBURNDALE COLONY, RECORDED IN MAP [BOOK 6, PAGE 20](#), IN THE OFFICIAL RECORDS OF THE COUNTY OF SAN BERNARDINO, ALSO SHOWN IN RECORD OF SURVEY IN [BOOK 51, PAGE 44](#), RECORDS OF RIVERSIDE COUNTY, AND PARCELS 2152-1A AND 2152-1B AS SHOWN ON RECORD OF SURVEY FILED IN [BOOK 99, PAGE 3](#) THROUGH 8, OF RECORDS OF SURVEY IN THE OFFICE OF THE RECORDER, RIVERSIDE COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE MOST SOUTHERLY CORNER OF LOT 11 OF BLOCK 97 OF AUBURNDALE COLONY, RECORDED IN MAP [BOOK 6, PAGE 20](#), IN THE OFFICIAL RECORDS OF THE COUNTY OF SAN BERNARDINO, ALSO SHOWN IN RECORD OF SURVEY IN [BOOK 51, PAGE 44](#), RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF RIVERSIDE ROAD BEING 60.00 FEET IN WIDTH, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 35° 25' 51" WEST, A DISTANCE OF 599.66 FEET; THENCE NORTH 54° 38' 30" EAST, A DISTANCE OF 624.67 FEET; THENCE SOUTH 35° 33' 42" EAST, A DISTANCE OF 599.62 FEET; THENCE SOUTH 54° 38' 16" WEST, A DISTANCE OF 626.04 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO LOT LINE ADJUSTMENT NO. 02-058, RECORDED JANUARY 24, 2003 AS [INSTRUMENT NO. 55515](#), IN THE RECORDS OF SAID COUNTY.

[APN: 119-070-008](#)

[APN: 119-070-014](#)

[APN: 119-070-015](#)





Staff Report

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**File #:** 21-0807

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**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 09/01/2021

**TO:** Honorable Mayor and City Council Members

**FROM:** Police Department

**SUBJECT:**

School Resource Officer Agreement between the City of Corona and Corona Norco Unified School District.

**EXECUTIVE SUMMARY:**

School Resource Officers on campus are utilized as a deterrent to criminal activity. The School Resource Officers investigate criminal offenses that occur on campus and assist school officials with student discipline and attendance. In addition, these officers help develop proactive programs that promote safety and security on the school campus and provide informational assistance to schools and community agencies.

**RECOMMENDED ACTION:**

**That the City Council** approve the School Resource Officer Agreement between the City of Corona and Corona Norco Unified School District for a five-year term ending June 30, 2026.

**BACKGROUND & HISTORY:**

The City of Corona and the Corona Norco Unified School District have participated in a cost share agreement for Police Officer II positions, known as School Resource Officers, since the early 1990s. The most recent agreement ended on June 30, 2021. It was for a fifty percent (50%) cost-share of the four School Resource Officer positions and their related vehicle motor pool costs, with the City of Corona being reimbursed for these costs by the Corona Norco Unified School District. There is a School Resource Officer assigned to Corona, Centennial, and Santiago High Schools. A fourth School Resource Officer is shared between Lee V. Pollard and Orange Grove High Schools.

**ANALYSIS:**

The most recent School Resource Officer (SRO) Agreement was approved by City Council on July 6, 2016, and was for a five-year term that ended on June 30, 2021. The new agreement is a continuation of the four School Resource Officer positions and would consist of a five-year period



from July 1, 2021, to June 30, 2026.

This agreement would provide a 50% cost-share between the City of Corona and Corona Norco Unified School District (CNUSD) for each School Resource Officer's salary, benefits, and vehicle motor pool costs. Additionally, CNUSD will continue to provide office space, office furniture, computer, telephone, supplies, and the assistance necessary to carry out the duties under the agreement. There is an annual not-to-exceed contribution of \$15,000 from CNUSD to partially offset the cost of School Resource Officer overtime.

The City Attorney has reviewed and approved as to form the proposed Agreement.

**FINANCIAL IMPACT:**

The estimated costs for the four Police Officer II (SRO) positions, which have been included in the Fiscal Year 2022 budget, along with the estimated CNUSD reimbursements, are as listed:

Annual Cost Estimate:

Subtotal Annual Compensation* (\$188,251 x 4)	\$753,004
<u>Subtotal Motor Pool (\$10,819 x 4)</u>	<u>\$43,276</u>
Total Cost	\$796,280

Annual Revenue / Reimbursement:

CNUSD share at 50%	\$398,140
--------------------	-----------

Reimbursements are anticipated through June 30, 2026, unless otherwise renewed or if a written 30-day termination notice is given. CNUSD reimbursed overtime expense is not-to-exceed \$15,000 annually.

\*Agreement annual compensation estimates were prepared at the top step of the position's classification pay. The Fiscal Year 2022 adopted budget and revenue estimates are based on actual employee costs. The future year's positions estimated costs and revenue include 3% growth, and a 1% inflation factor is added to the Motor Pool costs.

**ENVIRONMENTAL ANALYSIS:**

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This is merely an agreement and there is no possibility this will have a significant effect on the environment. Therefore, no environmental analysis is required.

**PREPARED BY:** MICHELLE ADAMS, MANAGEMENT ANALYST II

**REVIEWED BY:** ROBERT NEWMAN, CHIEF OF POLICE



**Attachments:**

1. Exhibit 1 - City of Corona School Resource Officer Agreement



**CITY OF CORONA  
SCHOOL RESOURCE OFFICER AGREEMENT  
(CORONA-NORCO UNIFIED SCHOOL DISTRICT)**

**1. PARTIES AND DATE.**

This School Resource Officer Agreement ("Agreement") is made and entered into this 1st day of July, 2021 by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 ("City") and the Corona-Norco Unified School District, a public school district organized under the laws of the State of California with its principal place of business at 2820 Clark Avenue, Norco, California 92860 ("District"). City and District are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**2. RECITALS.**

2.1 District Intent. The District desires to further promote good citizenship and mutual respect between Police and pupils.

2.2 City Intent. The City desires to promote cooperation and mutual understanding through its Police Department.

2.3 Prior Agreements. The Parties had previously entered into an Agreement for the Provision of School Resource Officer(s) dated as of June 1, 2016, which agreement is set to expire as of June 30, 2021 ("2016 SROA").

2.4 Purpose of this Agreement. The purpose of this Agreement is to have one agreement between the Parties for the provision of school resource officer services by extending the provision of services governed by the expiring 2016 SROA.

**3. TERMS.**

3.1 School Resource Officer Assignment; Salary and Benefit Costs. At those school campuses which are mutually agreed upon by the Parties hereto, as discussed further in Section 3.7 below, the City agrees to assign a person trained in the field of law enforcement ("SRO") during each day that school is in session at such school campuses. The City and District shall each pay fifty percent (50%) of all total compensation costs of each SRO, including, but not limited to, all salary, overtime and benefits costs. Such total compensation costs shall be based on actual City total compensation rates for the law enforcement officer classification from which each SRO is selected, not to exceed the classification of a Police Officer II salary scale. Such total compensation costs (excluding overtime) are estimated in Exhibit "A" attached hereto and incorporated herein by this reference.

3.2 Training Costs. The City shall incur all training costs for each SRO.



3.3 Overtime Costs. As stated in Section 3.1 above, the City agrees to assign one SRO to each mutually selected school campus for each day that school is in session at such school campuses. If the regularly assigned SRO is unavailable on a given day, the City shall provide coverage on an overtime basis to fulfill this obligation. The District shall pay the City one hundred percent (100%) of the overtime costs for the SRO, but only up to a total of Fifteen Thousand Dollars (\$15,000) annually.

3.4 Administrative Space & Supplies. The District shall supply office space, a computer, necessary furniture and an office telephone (excluding cell phone) for each SRO to use at each mutually selected school campus. The District shall also supply necessary office supplies and any administrative assistance necessary to carry out duties under this Agreement.

3.5 Vehicle Assignment; Costs. The City will assign a City police motor vehicle to each SRO for the performance of the services to be rendered under this Agreement. The City and District shall each pay fifty percent (50%) of all City motor pool costs (vehicle replacement, maintenance, repair and fuel) for one (1) vehicle per SRO. Such total motor pool cost per vehicle is estimated in Exhibit "A" attached hereto.

3.6 Invoicing & Payment. The City shall present to the District written invoices four times annually for each SRO. The invoices shall cover the periods ending September 30<sup>th</sup>, December 31<sup>st</sup>, March 31<sup>st</sup>, and June 30<sup>th</sup> each year, and shall be presented within thirty (30) days of the end of each period. Such invoices shall include fifty percent (50%) of all costs authorized for reimbursement pursuant to Sections 3.1 and 3.5 above, as well as one hundred percent of costs authorized for reimbursement pursuant to Section 3.3 up to an annual maximum of Fifteen Thousand Dollars (\$15,000). The District shall review such invoices and pay all approved charges thereon within forty-five (45) days, in accordance with its normal payment processing.

3.7 Party Representatives; Campus Assignments. The City's representative for purposes of this Agreement shall be the Corona Police Family Services Sergeant ("City Representative"). The District's representatives for purposes of this Agreement shall be the principals at the mutually selected school campuses ("District Representative"). While the currently anticipated campus assignments are noted in Exhibit "A" attached hereto, SRO assignments are subject to change and SROs shall be assigned to schools as specified in writing between the Parties through the City Representative and District Representative. Campus assignments shall be evaluated regularly by the City Representative with input from the District Representative.

3.8 SRO Services. The duties, responsibilities and services of an SRO shall include, but shall not be limited to, the following:

- a. Prevention and deterrence of criminal activity on and near school campus.
- b. Assistance to school staff and officials in developing proactive programs which promote safety and security on school campus.



- c. Providing counseling, presentations and information to students, parents and school officials.
- d. Investigation of criminal offenses occurring on school campus.
- e. Assistance to school officials with student discipline, attendance and sporadic home visits.
- f. Provision of technical and informational assistance to schools and community agencies.
- g. Reporting of contacts with pupils, parents, staff and community members to the campus principal on a regular basis.
- h. Other duties as assigned.

The precise services to be performed by each SRO on a given campus shall be mutually agreed upon between the District's Representative at the campus and the City's Representative.

3.9 Term; Termination. This term of this Agreement shall commence on July 1, 2021 and shall expire on June 30, 2026 unless the Parties earlier terminate this Agreement as provided herein or agree in writing to extend this Agreement. Either Party may terminate this Agreement at any time and without cause by providing thirty (30) days prior written notice to the other Party.

3.10 Annual Review. The Parties agree that the SRO program shall be reviewed and evaluated annually in February during the term of the Agreement. Said evaluation shall be made by the District Representatives, City Representative and each SRO.

3.11 Mutual Indemnification. The District shall defend, indemnify and hold harmless the City, its elected officials, officers, agents and employees from and against any and all claims, demands, judgments or liabilities arising from any and all alleged acts or omissions of the District and its elected officials, officers, agents and employees during those times when said elected officials, officers, agents and employees are acting pursuant to the terms of this Agreement. The City shall defend, indemnify and hold harmless the District, its elected officials, officers, agents and employees from and against any and all claims, demands, judgments or liabilities arising from any and all alleged acts or omissions of the City and its elected officials, officers, agents and employees during those times when said elected officials, officers, agents and employees are acting pursuant to the terms of this Agreement.

3.12 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, including the 2016 SROA which has expired or terminated as of the beginning of the term of this Agreement. This Agreement may only be modified by a writing signed by both Parties.

**[SIGNATURES ON FOLLOWING 2 PAGES]**



**CITY'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**SCHOOL RESOURCE OFFICER AGREEMENT**  
**(CORONA-NORCO UNIFIED SCHOOL DISTRICT)**

**CITY OF CORONA**

By: \_\_\_\_\_  
Jacque Casillas  
Mayor

Attest:

By: \_\_\_\_\_  
Sylvia Edwards  
City Clerk

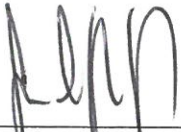
Approved as to Form:

By: \_\_\_\_\_  
Dean Derleth  
City Attorney

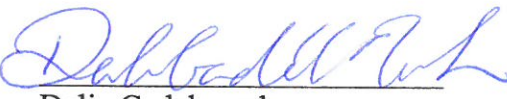


**DISTRICT'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**SCHOOL RESOURCE OFFICER AGREEMENT**  
**(CORONA-NORCO UNIFIED SCHOOL DISTRICT)**

**CORONA-NORCO UNIFIED SCHOOL DISTRICT**

By:   
\_\_\_\_\_  
Sam Buenrostro, Ed. D.  
Superintendent

Attest:

By:   
\_\_\_\_\_  
Dalia Gadelmawla  
Assistant Superintendent

Approved as to Form:

By: \_\_\_\_\_  
District Counsel



## EXHIBIT "A"

### SCHOOL RESOURCE OFFICER ANTICIPATED CAMPUS ASSIGNMENTS AND ESTIMATED COMPENSATION AMOUNTS

1. Anticipated Campus Assignments.

As indicated in Section 3.7, the following anticipated campus assignments are subject to change by agreement of the City Representative and District Representative.

1 SRO	Centennial High School
1 SRO	Corona High School
1 SRO	Santiago High School
1 SRO	Shared - Lee V. Pollard & Orange Grove High Schools

2. Estimated Compensation Amounts.

As indicated in Section 3.1, the following estimates are based on currently known agreement terms between the City and its employees, as well as other known cost factors. Overtime is not included. For years 2022-23 and beyond, the annual salary/benefit and motor pool estimates use a three percent (3%) and one percent (1%) inflation factor respectively.

FY 2021-22 Contract Year

Estimated Annual Salary/Benefit for one SRO	\$188,251
<u>Estimated Annual Motor Pool for one SRO Vehicle</u>	<u>\$10,819</u>
Estimated District Obligation (50%)	\$99,535

FY 2022-23 Contract Year

Estimated Annual Salary/Benefit for one SRO	\$193,899
<u>Estimated Annual Motor Pool for one SRO Vehicle</u>	<u>\$10,927</u>
Estimated District Obligation (50%)	\$102,413

FY 2023-24 Contract Year

Estimated Annual Salary/Benefit for one SRO	\$199,716
<u>Estimated Annual Motor Pool for one SRO Vehicle</u>	<u>\$11,036</u>
Estimated District Obligation (50%)	\$105,376



FY 2024-25 Contract Year

Estimated Annual Salary/Benefit for one SRO	\$205,707
<u>Estimated Annual Motor Pool for one SRO Vehicle</u>	<u>\$11,146</u>
Estimated District Obligation (50%)	\$108,427

FY 2025-26 Contract Year

Estimated Annual Salary/Benefit for one SRO	\$211,878
<u>Estimated Annual Motor Pool for one SRO Vehicle</u>	<u>\$11,257</u>
Estimated District Obligation (50%)	\$111,568





Staff Report

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**File #:** 21-0811

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**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 09/01/2021

**TO:** Honorable Mayor and City Council Members

**FROM:** Public Works Department

**SUBJECT:**

Third Amendment to the Street Light/Traffic Signal Maintenance Agreement between the Eagle Glen Master Homeowners Association and the City of Corona.

**EXECUTIVE SUMMARY:**

The Third Amendment to the Street Light/Traffic Signal Maintenance Agreement between the Eagle Glen Master Homeowners Association and the City of Corona is considered for approval in order to remove any streetlights and traffic signals from the Agreement that are now included within a Community Facilities District.

**RECOMMENDED ACTION:**

**That the City Council:**

- a. Approve the Third Amendment to the Street Light/Traffic Signal Maintenance Agreement between the City and Eagle Glen Master Homeowners Association.
- b. Authorize the City Manager to execute the Third Amendment to the Street Light/Traffic Signal Maintenance Agreement between the City and Eagle Glen Master Homeowners Association.
- c. Authorize the City Attorney to make any minor, non-substantive modifications to the Amendment.

**BACKGROUND & HISTORY:**

On July 5, 1999, the Eagle Glen Master Homeowners Association (HOA) entered into a Street Light/Traffic Signal Maintenance Agreement (Agreement) with the City of Corona that allows the City to provide the post-development operation and maintenance of two traffic signals and 562 streetlights that were built as part of the Eagle Glen development. The boundary of the Eagle Glen development is depicted in Exhibit "1." Under the Agreement, the HOA pays all related costs



associated with the annual maintenance and operation of the facilities.

On December 17, 2008, the Agreement was amended to exclude 54 streetlights, which were located on private streets, from the City's maintenance responsibility. The amended Agreement modified the City's service area boundary to 2 traffic signals and 508 streetlights.

On June 15, 2010, a Second Amendment to the Agreement was approved. The Second Amendment reduced the reserve funds that the City was required to maintain from 50 percent of the approved HOA budget to 25 percent for each Fiscal Year. The purpose of the reserve funds is to pay for any emergency work that exceeds the regular budget for the Eagle Glen service area. The Second Amendment additionally added a clause that requires the HOA to be responsible for any emergency services or other unanticipated costs that could exceed the amount held in the reserves.

### **ANALYSIS:**

At this time, a Third Amendment is proposed to the Agreement in order to remove any streetlights and traffic signals that are now included within a Community Facilities District. The traffic signal located at the intersection of Eagle Glen Parkway and Bedford Canyon Road is now fully included within and maintained by the City of Corona Community Facilities District No. 2018-1 and Community Facilities District No. 2016-3. The costs to maintain and provide electricity to this traffic signal is paid from the special taxes collected from the taxable properties included within these respective community facilities districts. As such, the execution of the Third Amendment will remove this traffic signal from the service area. Accordingly, one traffic signal and 508 streetlights will remain in the City's service area boundary.

This Third Amendment also clarifies the ownership of the streetlights and traffic signals within the service area. The amendment stipulates that the City owns the traffic signals and the HOA owns the street lights. Additionally, the Third Amendment acknowledges that the HOA is responsible for 50 percent of the total costs, including any reserves, to maintain and provide electricity for the traffic signal located at the intersection of Cajalco Road and the I-15 southbound on/off ramps.

A depiction of the streetlights and traffic signals included within the service area boundary is included in Exhibit "2."

### **FINANCIAL IMPACT:**

This action will not have a significant impact on the program's fiscal budget. The City will continue to provide an annual budget to Eagle Glen HOA for the maintenance services and perform yearly expense reconciliations, as required by the original Agreement.

### **ENVIRONMENTAL ANALYSIS:**

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action merely amends an existing agreement to provide maintenance on



existing facilities. Since there is no possibility that adopting this action will have a significant effect on the environment, no environmental analysis is required.

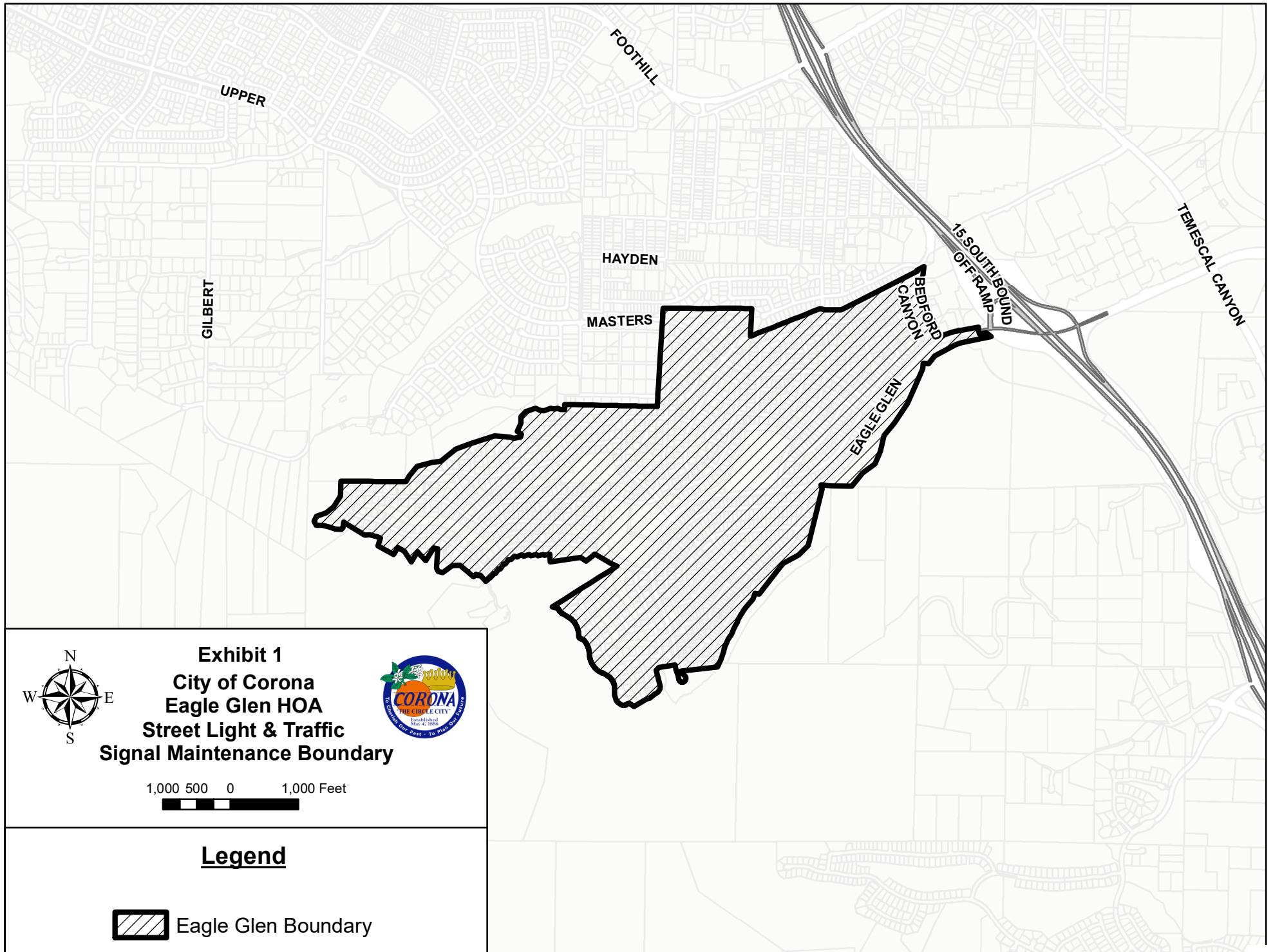
**PREPARED BY:** MICHELE HINDERSINN, P.E., SENIOR ENGINEER

**REVIEWED BY:** SAVAT KHAMPHOU, PUBLIC WORKS DIRECTOR

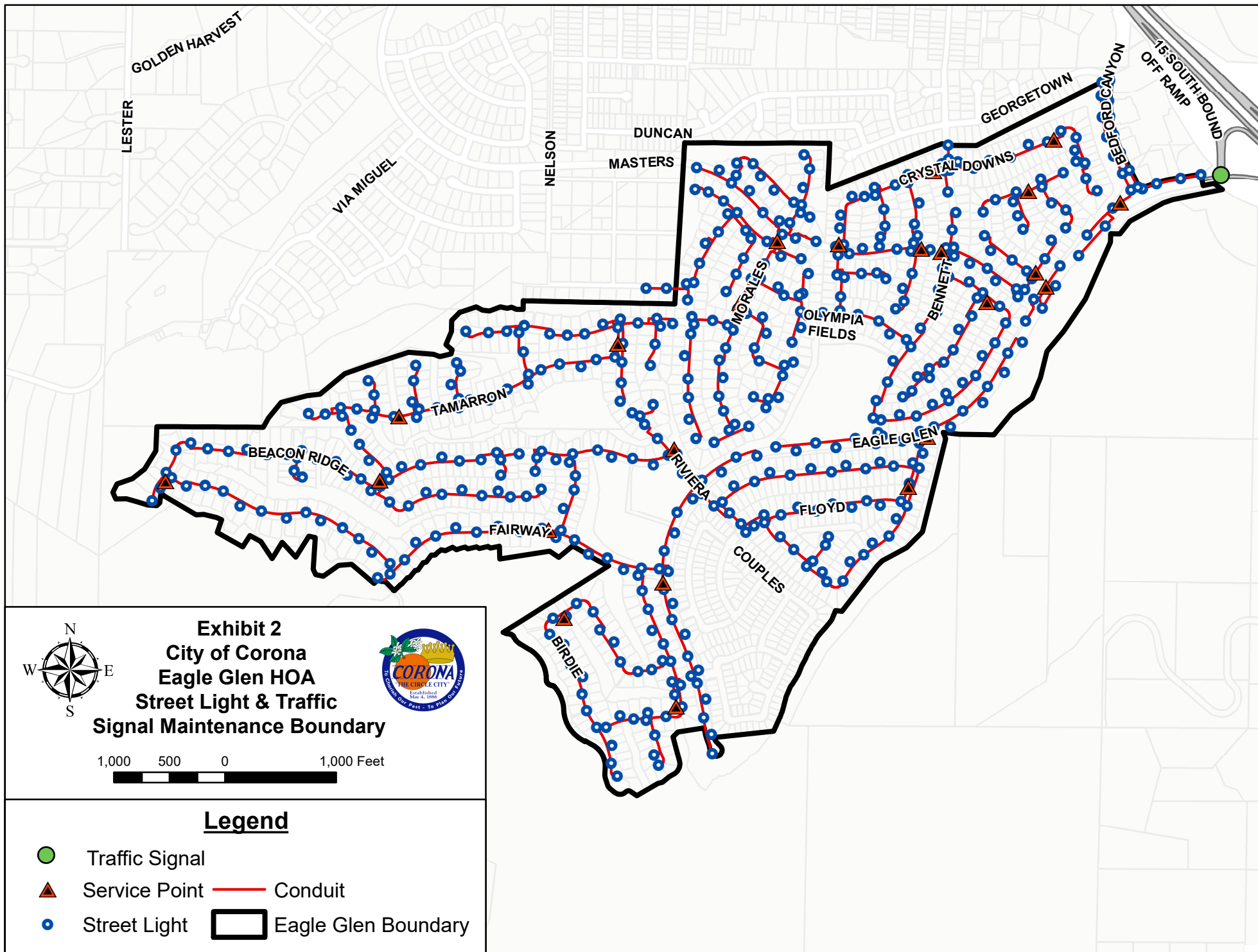
**Attachments:**

1. Exhibit 1 - Location Map
2. Exhibit 2 - Eagle Glen Service Area Boundary
3. Exhibit 3 - Third Amendment to the Street Light/Traffic Signal Maintenance Agreement
4. Exhibit 4 - Street Light/Traffic Signal Maintenance Agreement and First and Second Amendment to the Street Light/Traffic Signal Maintenance Agreement











RECORDING REQUESTED BY  
AND WHEN RECORDED  
MAIL TO:

City of Corona  
400 South Vicentia Avenue  
Corona, California 92882  
Attention: City Clerk (PW)

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(Space Above For Recorder's Use)  
(Exempt from recording fee per Cal. Gov. Code Section 6103)

**THIRD AMENDMENT TO  
STREET LIGHT/TRAFFIC SIGNAL MAINTENANCE AGREEMENT  
BETWEEN  
EAGLE GLEN MASTER HOMEOWNERS ASSOCIATION  
AND  
CITY OF CORONA**

**1. PARTIES AND DATE.**

This Third Amendment to the Street Light/Traffic Signal Maintenance Agreement ("Third Amendment") is made and entered into this 01st day of September 2021 ("Effective Date") by and between the City of Corona, a California municipal corporation ("City") and the Eagle Glen Master Homeowners Association, a California non-profit mutual benefit corporation ("Association"). City and Association are sometimes individually referred to as "Party" and collectively as "Parties" in this Third Amendment.

**2. RECITALS.**

2.1 Original Agreement. City and Association entered into that certain Street Light/Traffic Signal Maintenance Agreement dated July 5, 1999 and recorded on July 28, 1999 in the Official Records of the County of Riverside as Document No. 1999-336445 ("Original Agreement"), whereby the City agreed to maintain and provide electricity for a total of 562 street lights located within the boundaries of the residential development commonly known as Eagle Glen, as well as the traffic signal located at the intersection of Eagle Glen Parkway and Bedford Canyon Road and the traffic signal located at the intersection of Cajalco Road and the I-15 southbound on/off ramps. In exchange, the Association agreed to pay all costs incurred by the City to maintain and provide electricity to such street lights and traffic signals.

2.2 First Amendment. City and Association entered into that certain First Amendment to Street Light/Traffic Signal Maintenance Agreement on or about December 17, 2008 and recorded on December 26, 2008 in the Official Records of the County of Riverside as Document No. 2008-0671623 ("First Amendment") to remove from the Original Agreement 54

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street lights that are located on private streets and are maintained by the Association and to confirm the City's obligation to provide electricity to certain street lights identified in the First Amendment.

2.3 Second Amendment. City and Association entered into that certain Second Amendment to Street Light/Traffic Signal Maintenance Agreement on or about June 15, 2010 and recorded on July 6, 2010 in the Official Records of the County of Riverside as Document No. 2010-03138554 ("Second Amendment") to reduce the reserve fund, which is held by the City for any emergency work that exceeds the regular budget for the maintenance of the street lights and traffic signals, from 50% to 25%.

2.4 Agreement. For purposes of this Third Amendment, the Original Agreement, the First Amendment and the Second Amendment shall be collectively referred to as the "Agreement."

2.5 Third Amendment. Pursuant to Section 10(c) of the Agreement, the Agreement will terminate and be of no further force and effect if any of the street lights or traffic signals identified in the Agreement are included within a community facilities district. The traffic signal located at the intersection of Eagle Glen Parkway and Bedford Canyon Road is now included within and maintained by Community Facilities District No. 2018-1 and Community Facilities District No. 2016-3 and the costs to maintain and provide electricity to such traffic signal is paid from the special taxes collected from the taxable properties included within such community facilities districts. As such, the City and Association desire to amend the Agreement to remove the traffic signal located at the intersection of Eagle Glen Parkway and Bedford Canyon Road from the Agreement and to make other clarifying modifications to the Agreement.

2.6 Defined Terms. All terms, phrases and words indicated to be defined terms by initial capitalization in this Third Amendment that are not specifically defined in this Third Amendment shall have the same meaning ascribed to the same term, phrase, or word, respectively, in the Agreement.

### **3. TERMS.**

3.1 Exhibit "A". Exhibit "A" incorporated in the Agreement pursuant to Recital B of the Original Agreement is hereby deleted in its entirety and replaced with Exhibit "A-1" attached hereto and incorporated herein by reference. From and after the Effective Date of this Third Amendment, only the street lights and traffic signals identified and described in Exhibit "A-1" shall be subject to the terms and conditions of the Agreement. The Parties expressly acknowledge and agree that the traffic signal located at the intersection of Eagle Glen Parkway and Bedford Canyon Road is not identified or described in Exhibit "A-1" and, as of the Effective Date of this Third Amendment, shall not be subject to the terms and conditions of this Agreement.

3.2 Ownership of Street Lights and Traffic Signals. Notwithstanding anything in the Agreement to the contrary, the Parties expressly acknowledge and agree that the City owns the traffic signal located at the intersection of Eagle Glen Parkway and Bedford Canyon Road, as



well as the Traffic Signals that are identified and described in Exhibit “A-1,” and the Association owns the Street Lights that are identified and described in Exhibit “A-1.” The Association’s obligation to pay for the maintenance and electricity provided to the Traffic Signals and Street Lights was a condition of approval for the Eagle Glen development and is required by the Master Declaration, as defined in Exhibit “A” of the Original Agreement.

3.3 Traffic Signal at Cajalco Road and I-15 Southbound Ramps. Notwithstanding anything in the Agreement to the contrary, the Parties expressly acknowledge and agree that the Association is responsible for fifty percent (50%) of the total costs, including any reserves, to maintain and provide electricity for the traffic signal located at the intersection of Cajalco Road and the I-15 southbound on/off ramps.

3.4 Continuing Effect of Agreement. Except as amended by this Third Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the Effective Date of this Third Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Third Amendment.

3.5 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Third Amendment.

3.6 Counterparts. This Third Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**[SIGNATURES ON FOLLOWING TWO (2) PAGES]**



**CITY’S SIGNATURE PAGE FOR**  
**THIRD AMENDMENT TO**  
**STREET LIGHT/TRAFFIC SIGNAL MAINTENANCE AGREEMENT**  
**BETWEEN**  
**EAGLE GLEN MASTER HOMEOWNERS ASSOCIATION**  
**AND**  
**CITY OF CORONA**

**CITY OF CORONA,**  
**a California municipal corporation**

By: \_\_\_\_\_  
Jacob Ellis  
City Manager

*Attest:*  
\_\_\_\_\_  
Sylvia Edwards  
City Clerk

*Approved as to Form:*  
\_\_\_\_\_  
Dean Derleth  
City Attorney



**ASSOCIATION'S SIGNATURE PAGE FOR**  
**THIRD AMENDMENT TO**  
**STREET LIGHT/TRAFFIC SIGNAL MAINTENANCE AGREEMENT**  
**BETWEEN**  
**EAGLE GLEN MASTER HOMEOWNERS ASSOCIATION**  
**AND**  
**CITY OF CORONA**

**EAGLE GLEN MASTER HOMEOWNERS ASSOCIATION,**  
**a California non-profit mutual benefit corporation**

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

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

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

\_\_\_\_\_  
Name (Print)

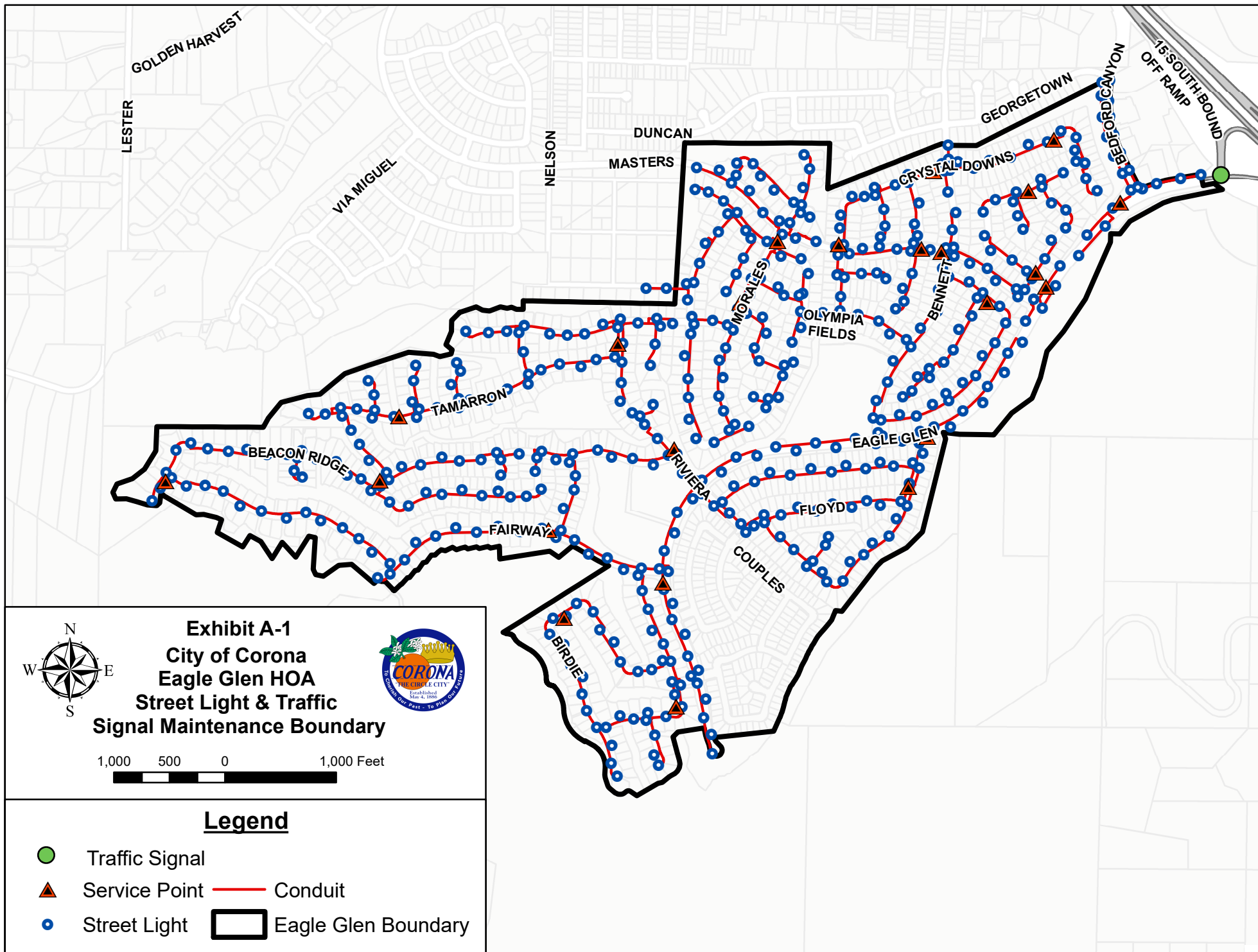
\_\_\_\_\_  
Title (Print)



**EXHIBIT A-1**  
**DESCRIPTION OF STREET LIGHTS AND TRAFFIC SIGNALS**

**[SEE ATTACHED 1 PAGE]**







RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

City of Corona  
P.O. Box 940  
815 West Sixth Street  
Corona, CA 91718-0940  
Attn: City Clerk

**DOC # 1999-336445**

07/28/1999 08:00A Fee:NC

Page 1 of 17

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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No Recording Fee Required. This document is exempt  
from recording fees pursuant to Gov't Code § 6103

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# STREET LIGHT/TRAFFIC SIGNAL MAINTENANCE AGREEMENT

between

EAGLE GLEN MASTER HOMEOWNERS ASSOCIATION,  
a California non-profit mutual benefit corporation  
(the "Association")

and

CITY OF CORONA,  
a municipal corporation  
(the "City")

Dated: July 5, 1999



## STREET LIGHT/TRAFFIC SIGNAL MAINTENANCE AGREEMENT

THIS AGREEMENT is executed as of this 5th day of July, 1999, by and between EAGLE GLEN MASTER HOMEOWNERS ASSOCIATION, a California non-profit mutual benefit corporation (the "Association") and the CITY OF CORONA, a municipal corporation (the "City") and is made with reference to the following facts:

### RECITALS

A. The Association is a homeowners association, organized in accordance with California law in order to provide certain maintenance and administrative services with respect to a residential development located within the city limits of the City, commonly known as Eagle Glen (the "Project"). The Project is being developed in phases, and if and when it is fully developed, may include all of the real property shown as "Initial Property" and "Annexable Property" in that certain "Declaration of Removal and Amended and Restated Master Declaration of Covenants, Conditions and Restrictions (Eagle Glen)" recorded on January 27, 1999 as Instrument No. 033005 in the Office of the County Recorder of Riverside County, as amended (the "Master Declaration"). If and when it is fully developed, the Project will include, without limitation, approximately one thousand eighty-six (1,086) residences, the owners of which will be members of the Association.

B. The City has approved the Project subject to the requirement that it be "revenue neutral" with respect to various improvements and services which benefit the Project, including the powering, maintenance and upkeep of the street lights and traffic signals within, adjacent to and associated with the Project. Accordingly, the City has required that the Master Declaration provide that the Association is responsible for providing and paying the cost of empowering, maintenance and upkeep of the street lights and traffic signals which benefit the Project





(as described in Exhibit "A" attached hereto and hereafter referred to collectively as the "Facilities" and individually as the "Street Lights" and "Traffic Signals").

C. The Association wishes to contract with the City to provide electricity and maintenance services with respect to the Facilities. The City is willing to provide electricity and maintenance services upon the terms and conditions and for the consideration described in this Agreement.

The parties therefore agree as follows:

1. Ownership of Street Lights and Traffic Signals. The Facilities are owned by the Association; provided, however, that the Association hereby offers the Facilities for dedication to the City. By this Agreement, the City declines the offer, but may elect to accept such offer of dedication at any time in the future, upon thirty (30) days prior written notice to the Association. With respect to the Traffic Signals, the City hereby grants a right of encroachment for the Traffic Signals and Street Lights over and upon the public rights-of-way (to the extent such public rights-of-way are owned by the City) upon which such Traffic Signals and Street Lights are located.

2. Operation and Maintenance. So long as it owns the Facilities, the Association is solely responsible for their operation and maintenance. By this Agreement, the Association hereby contracts with the City as an independent contractor to operate and maintain the Facilities for and on behalf of the Association. Such operation and maintenance will include (i) provision of and payment for electricity, and (ii) such repair, servicing and replacement as may be necessary in order to maintain the Facilities in operable condition. During the term of this Agreement, the City will have exclusive access to the Facilities. No other agent, employee, representative or independent contractor of the Association will attempt to maintain, repair, replace or provide service with respect to the Facilities. The Association will not grant rights in the Facilities to any other party and will





not allow the Facilities to be modified in any way or used for any purpose other than as Street Lights and Traffic Signals. Notwithstanding the foregoing, if the Association determines that the City has failed to maintain the Street Lights to the standards to which the City maintains other similar Street Lights, then the Association shall have the right, but not the obligation, to assume the duty of the City to maintain the Street Lights, at the Association's sole expense, and thereafter, the Association shall have no obligation to pay the City amounts due with respect to the Street Lights pursuant to this Agreement. In the event the Association assumes maintenance responsibility for the Street Lights pursuant to this Agreement, the City agrees that the it will provide to the Association the amount of any reserves held by the City (as described in Section 4.2(a) below) within thirty (30) days following the date upon which the Association assumes such responsibility. The City hereby grants to the Association easements over the public rights-of-way within which the Street Lights are located as are reasonably necessary for the Association to perform any maintenance which may be assumed by the Association hereunder. Prior to assuming the City's duty to maintain the Street Lights, the Association shall give the City not less than sixty (60) days prior written notice of its determination that the City has failed to maintain the Street Lights to the standards set forth herein. If the City cures any default alleged by the Association in such maintenance of the Street Lights, the City's right and obligation to maintain the Street Lights in accordance with the provisions of this Agreement shall continue unabated.

3. Independent Contractor. The City will provide the services described in this Agreement as an independent contractor and not as an employee of the Association. As such, the Association will not be responsible for any compensation or benefits to the City except as specifically described in this Agreement. The City will be responsible to the Association for operating and maintaining the Facilities in accordance with the requirements of this Agreement, but





shall be solely responsible for the internal allocation of manpower and other resources in order to perform its obligations pursuant to this Agreement.

4. Consideration. As consideration to the City for the services to be provided to the Association pursuant to this Agreement, the Association agrees to compensate the City as follows:

4.1 Transition Period. The parties acknowledge that the Facilities will be constructed on a phased basis and that the City's services hereunder will increase incrementally as the Facilities are constructed and made operational. The Parties further acknowledge that the City's cost of maintaining the Traffic Signals represents an allocation of such costs between the Project and other potentially benefitted projects. The Association has previously deposited with the City the sum of Sixteen Thousand Seventy-Six Dollars (\$16,076.00). Such amount will compensate the City for its services under this Agreement through June 30, 1999. As compensation for the City's services from July 1, 1999 through June 30, 2000, the Association will pay the City the total sum of Forty-Eight Thousand Two Hundred Twenty-Six Dollars (\$48,226.00) in two (2) equal installments of Twenty-Four Thousand One Hundred Thirteen Dollars (\$24,113.00) each, payable on or before July 1, 1999 and January 1, 2000, respectively.

4.2 Compensation in Subsequent Years. The City will provide budget estimates to the Association and the Association will make payments to the City in accordance with the following provisions:

(a) Budget Estimate. Not later than April 30 of each year (commencing April 30, 2000), the City will provide to the Association a budget, setting forth its estimate of fees for services under this Agreement for the City's upcoming fiscal year (July 1 through June 30). If no such annual estimate is provided by the City, the annual estimate to be used





by the Association for budgeting purposes will be an amount equal to that applicable during the then current calendar year (the calendar year preceding that for which the budget is being prepared), increased by two percent (2%). The parties acknowledge that whereas the City prepares budgets on the basis of its fiscal year, the Association prepares its budgets based upon a calendar year. The parties believe that with the availability of reserves, payment by the Association on a quarterly basis and the relative stability of such costs historically experienced by the City, the budget information provided by the City will be sufficient to allow the Association to properly anticipate its budget needs. The City anticipates that the budget amount for the year July 1, 2000 through June 30, 2001 will be approximately Sixty-Four Thousand Three Hundred Two Dollars (\$64,302.00).

The City and the Association acknowledge that the payments from the Association to the City pursuant to this Section 4 include amounts which will be used to establish reserves. The amount of such reserves will ultimately accumulate to an amount equal to approximately fifty percent (50%) of the annual budget amount for the Project. The City will modify the amounts payable by the Association hereunder as necessary in order to assure that reserve amounts are not maintained at a level materially greater or less than that described above.

(b) Invoice/Payment. Commencing as of July 1, 2000, the City will provide quarterly invoices to the Association for the services described herein.

4.3 Budget/Cost Reconciliation. The City represents to the Association and the Association acknowledges that the City does not and will not maintain separate and exact cost records with respect to the services provided by the City pursuant to this Agreement. With respect to street lights, the City's budget will be calculated based upon the citywide average cost of services per street light multiplied by the number of street lights within the Project. The City's cost of services with respect to traffic signals is also based upon a citywide average cost per traffic signal,



it being agreed that while the entire cost of one traffic signal will be allocated to the Project, the cost of the two remaining traffic signals has been equitably allocated between the Project and other benefitted properties. Within sixty (60) days following the end of its fiscal year, the City will determine the actual average costs for street light and traffic signal services throughout the City during the preceding fiscal year, will determine whether the budget for such preceding fiscal year has resulted in an overpayment or an underpayment by the Association and will adjust quarterly payments during the remainder of the City's current fiscal year in order to provide the credit (in the event of overpayment) or collect the further costs (in the event of underpayment) appropriate to such prior fiscal year. The City represents to the Association that amounts received pursuant to this Agreement from the Association will be accounted for separate and apart from other general funds or utility funds maintained or administered by the City. The amount of any reserves will be described as a separate line item in the City's annual budget for the Project.

4.4 Late Charges. Payments due to the City pursuant to Sections 4.1 and 4.2 above will be delinquent if not received by the City within ten (10) days after the date upon which such payments are due (the "Delinquency Date"). Any amount not received by the City prior to the Delinquency Date will result in a late payment charge equal to ten percent (10%) of the delinquent amount. Any amount not received by the City within fifteen (15) days after the Delinquency Date will also bear interest at eighteen percent (18%) per annum from the Delinquency Date until paid.

5. Remedies for Default. In the event any payment due from the Association to the City pursuant to this Agreement is not paid within fifteen (15) days following the Delinquency Date, the City may exercise the following rights:





(a) The City may bring legal action in an appropriate court in Riverside County, California for the amount of the delinquency, including late charges and interest, together with other damages, costs and fees;

(b) The City may petition the appropriate court in Riverside County, California, for the appointment of a receiver to levy and collect on behalf of the Association such regular or special assessments as may be required and provided for pursuant to the Association's governing documents in order to collect and pay to the City funds sufficient to satisfy the obligations of the Association hereunder; and

(c) The City may exercise such other rights or remedies as may be available to it under California law.

(d) If the Association's default hereunder continues for a period of thirty (30) days following the Delinquency Date, the City may elect to discontinue its services under this Agreement with respect to Street Lights, including discontinuance of illumination of Street Lights, upon satisfaction of the following conditions: the City will provide written notice to the Association of the delinquency and the date upon which the City Council of the City will consider enforcement of a breach of this Agreement by the Association through discontinuance of Street Light service hereunder. If the Association has not fully cured the default prior to the City Council hearing date, the City Council may consider in a public hearing the discontinuance of Street Light service hereunder. This remedy will be in addition to and not in lieu of any other remedies available to the City pursuant to this Agreement.

6. Traffic Signals. The parties acknowledge that the Traffic Signals benefit adjacent properties as well as the Project. It is anticipated that the owners of such adjacent properties





will enter into similar agreements with the City regarding the operation and maintenance of the Traffic Signals and payment of consideration to the City with respect thereto. In the event of an uncured breach of this Agreement by the Association, the City may elect to continue to operate and maintain the Traffic Signals as a matter of public safety and in order to comply with contractual obligations with the adjacent property owners. In such event, the Association will remain liable to the City for the City's operation and maintenance services with respect to the Traffic Signals, notwithstanding termination of this Agreement with respect to Street Lights. In such event, the provisions of this Agreement regarding budgeting for and payment of compensation to the City with respect to operation and maintenance services provided by it for the Traffic Signals will remain in effect.

7. Right of Access. The Association hereby grants to the City an irrevocable right of access throughout those portions of the Project as is reasonable and necessary in order for the City to have access to the Facilities; provided, however, that the City agrees to exercise this right of access in a manner which will cause the least practicable interference with the use and enjoyment of the Project by the Association and its members.

8. Indemnity and Hold Harmless. The Association and the City agree to defend, indemnify and hold the other free and harmless from and against any and all claims, damages and liabilities associated with the acts or omissions of each pursuant to this Agreement; provided, however, that neither party shall be indemnified against the gross negligence or willful misconduct of its employees, agents or representatives. With respect to the reciprocal indemnification and hold harmless provisions described above, the Association and the City each agree to cause the other to be named as an additional insured on the public liability insurance coverage maintained by each and





to provide to the other, within sixty (60) days following the date of this Agreement, a certificate or other evidence of such additional insured designation.

9. City Non-Liability. The City covenants and agrees that so long as the Association is not delinquent in its obligations hereunder, the City will operate and maintain the Facilities in the same manner and to the same level as those owned, operated and maintained directly by the City. The City will not be liable to the Association or its members for any failure of the Facilities resulting from acts of God or occurrences beyond the City's reasonable control. The City will also not be liable to the Association or its members if Street Light service is suspended or terminated pursuant to this Agreement as a result of a default in payment by the Association to the City. The Association agrees to defend, indemnify and hold the City free and harmless from and against any and all claims, damages and liabilities resulting from or arising out of suspension or termination of Street Light service as a result of a default by the Association, acts of God or occurrences beyond the City's reasonable control.

10. Term. This Agreement will remain in full force and effect and binding upon the parties until the first to occur of the following: (a) termination of this Agreement by the Association or the City with respect to Street Lights; (b) acceptance by the City of the offer of dedication, including maintenance and operation responsibility, as described in Section 1 above; or (c) inclusion of the Project and the Facilities within a lighting district, community facilities district or other special district having authority to provide such services and to levy the cost thereof directly against those properties and owners benefitting therefrom. Notwithstanding the above and pursuant to Section 6 above, the parties acknowledge that in the event of the termination of this Agreement pursuant to (a) above, the Association will remain liable for payment of costs associated with the operation and maintenance of the Traffic Signals. The City further acknowledges that the





Association may terminate this Agreement if it elects to hire a contractor to provide the services described herein with respect to the Street Lights; provided, however, that prior to such termination, the City will have the right to approve any such contractor, which approval will not be unreasonably withheld or delayed and will be based upon the City's reasonable determination regarding the ability of such contractor to provide the Street Light maintenance services described herein in a timely, responsive and reliable manner. In the event of such termination, the Association and any such contractor will enjoy the easement right for access to the Street Lights as described in Section 2 above.

11. Notices. Any and all notices required or permitted to be given hereunder shall be in writing and shall be personally delivered, sent by facsimile, recognized overnight delivery service or mailed by certified or registered mail, return receipt requested, postage prepaid, to the parties at the addresses indicated below:

To City:	City of Corona P.O. Box 940 815 West Sixth Street Corona, CA 91718-0940 Attn: Public Works Director
To Association:	Eagle Glen Master Homeowners Association 10670 Civic Center Drive Rancho Cucamonga, California 91720 Attn: Chief Legal Officer
With a copy to:	Eagle Glen Master Homeowners Association 3750 Bedford Canyon Road Corona, California 91719 Attn: President Attn: Manager

Any party may change its address by a notice given to the other party in the manner set forth above.

Any notice given personally shall be deemed to have been given upon service, notices sent by

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07/28/1999 08:00A  
11 of 17



overnight service shall be deemed received on the next business day and any notice given by certified or registered mail shall be deemed to have been given on the third (3rd) business day after such notice is mailed.

12. Binding Effect. This Agreement shall bind and inure to the benefit of the parties, their respective heirs, successors and assigns.

13. Construction of Agreement. This Agreement will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the parties have participated equally or have had equal opportunity to participate in the drafting hereof.

14. Amendment/Modification. No change or modification of the terms or provisions of this Agreement shall be deemed valid unless in writing and signed by both parties.

15. Governing Law/Venue. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of California. Any litigation or arbitration regarding the Property or this Agreement will be brought in Riverside County Superior Court or conducted in Riverside County.

16. Attorneys' Fees. In the event of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to attorneys' fees and costs.





17. Calculation of Dates. Unless the context otherwise requires, all periods terminating on a given day, period of days, or date shall terminate at 5:00 p.m. on such date or dates and references to "days" shall refer to calendar days; provided, however, in the event that any period terminates on a Saturday, Sunday or legal holiday, under the laws of the State of California, the termination of such period shall be on the next succeeding business day. The time in which any act provided under this Agreement is to be done, shall be computed by excluding the first day and including the last, unless the last is a Saturday, Sunday or legal holiday under the laws of the State of California, and then it is also so excluded.

18. Counterparts. This Agreement may be executed in counterparts and when so executed by the parties, shall become binding upon them and each such counterpart will be an original document.

19. Alternative Dispute Resolution. In the event of any controversy or dispute between the City and the Association regarding the matters described in Section 4 above, the parties agree to meet and confer and attempt to resolve such dispute, such meeting to occur within thirty (30) days following written notice from one party to the other, requesting such meeting and providing a detailed description of the dispute. If, despite such meeting, the parties are unable to resolve a dispute, either party may require that such dispute be submitted to arbitration in Riverside County, California under the commercial arbitration rules then obtaining of the American Arbitration Association. Any award or decision obtained from any such arbitration proceeding shall be final and





binding on the parties, and judgment upon any award thus obtained may be entered in any court having jurisdiction thereof. Unless the City otherwise agrees in writing, the provisions of this Section will apply only to a determination of the matters described in Section 4 above.

ASSOCIATION:

EAGLE GLEN MASTER HOMEOWNERS  
ASSOCIATION, a California non-profit mutual  
benefit corporation

By:  V.P.

By: 

CITY:

CITY OF CORONA, a municipal corporation

By: 

Attested by:

  
Victoria J. Wasiko, City Clerk



STATE OF CALIFORNIA

COUNTY OF Orange

On July 7, 1999, before me, the undersigned notary public, personally appeared Jim Flood.  
☐ personally known to me OR ☐ 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.

Tricia E. McConkey  
Signature of Notary



**CAPACITY CLAIMED BY SIGNER:**

- ☐ Individual(s)  
☐ Corporate  
Officer(s) \_\_\_\_\_  
☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Subscribing Witness  
☐ Guardian/Conservator  
☐ Other \_\_\_\_\_

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)

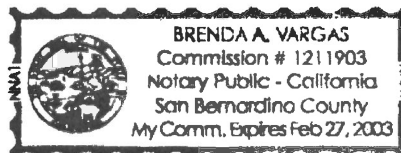
STATE OF CALIFORNIA

COUNTY OF San Bernardino

On July 7, 1999, before me, the undersigned notary public, personally appeared Dorian A. Johnson.  
☒ personally known to me OR ☐ 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.

Brenda A. Vargas  
Signature of Notary



**CAPACITY CLAIMED BY SIGNER:**

- ☐ Individual(s)  
☐ Corporate  
Officer(s) \_\_\_\_\_  
☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Subscribing Witness  
☐ Guardian/Conservator  
☐ Other \_\_\_\_\_

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)

STATE OF CALIFORNIA

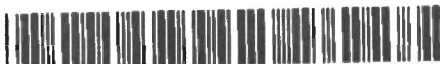
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 1999, before me, the undersigned notary public, personally appeared \_\_\_\_\_.  
☐ personally known to me OR ☐ 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 of Notary

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EXHIBIT "A"

DESCRIPTION OF STREET LIGHTS AND TRAFFIC SIGNALS

[to be attached]

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07/28/1999 08:00A  
16 of 17









## INTEROFFICE MEMORANDUM

DATE: February 5, 2009

TO: Tara Roberts, Public Works Department

FROM: Cathy LaCroix, City Clerk's Office

SUBJECT: Transmittal of Conformed Copy of Amendment Agreement

At its meeting held December 17, 2008, the City Council approved and executed a first amendment to the Street Light / Traffic Signal Maintenance Agreement between the Eagle Glen Master Homeowners Association and the City. Said agreement has since been recorded with the Riverside County Clerk and the original received by the City Clerk's Office.

Transmitted herewith, please find the conformed copy of said agreement recorded on December 26, 2008, Document No. 2008-0671623 for your files.

Should you have any questions, I can be reached at extension 2203.



DOC H 2008-0671623  
12/26/2008

RECORDING REQUESTING BY AND  
WHEN RECORDED RETURN TO:

City of Corona  
P.O. Box 940  
400 West Sixth Street  
Corona, CA 92882  
Attention: City Clerk

Customer Copy Label  
The paper to which this label is  
affixed has not been compared  
with the recorded document.  
Larry W Ward  
County of Riverside  
Assessor, County Clerk & Recorder

No Recording Fee Required. This document is exempt  
From recording fees pursuant to Gov't Code § 6103

Space above this line for Recorder's Use

FIRST AMENDMENT TO  
STREET LIGHT/TRAFFIC SIGNAL MAINTENANCE AGREEMENT

BETWEEN

EAGLE GLEN MASTER HOMEOWNERS ASSOCIATION,  
A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION  
(the "Association")

AND

CITY OF CORONA,  
A MUNICIPAL CORPORATION  
(the "City")

Dated: December 17, 2008



## FIRST AMENDMENT TO STREET LIGHT/TRAFFIC SIGNAL MAINTENANCE AGREEMENT

The Eagle Glen Master Homeowners Association, a California non-profit mutual benefit corporation ("Association") and the City of Corona, a municipal corporation (the "City"), collectively referred to herein as the "parties", hereby amend the Street Light/Traffic Signal Maintenance Agreement ("Agreement") entered into by the parties on July 5, 1999, as follows:

### RECITALS

A. The Association has requested that it take over full responsibility for the electricity, maintenance and upkeep of street lights located in an area within the boundaries of the Association, and included within the Facilities, as that term is defined in the Agreement, sometimes referred to as the "DR Horton Site". Each street light located within the DR Horton Site is depicted in Exhibit "A", attached and incorporated to this Amendment.

B. It has been determined that the Association is paying the cost of electricity for street lights located in an area within the boundaries of the Association, and included within the Facilities, as that term is defined in the Agreement, sometimes referred to as "Site B". Each of the street lights located within Site B is depicted in Exhibit "B", attached and incorporated to this Amendment.

C. By way of this Amendment, the parties intend to (1) exclude from the Agreement those street lights located within the DR Horton Site so that the Association may assume full responsibility for the electricity and maintenance of those street lights, and (2) confirm that the City shall pay for the electricity for all street lights located within Site B.

### AMENDMENT

1. The Agreement is hereby amended as follows:

(a) "Facilities", as that term is defined in the Agreement, shall not include those street lights located within the DR Horton Site, as depicted in Exhibit "A" to this Amendment, and the parties agree that the Association shall assume full responsibility for the maintenance, upkeep, and the cost of electricity for all street lights located within the DR Horton Site.

(b) The parties affirm that the term "Facilities", as that term is defined in the Agreement, shall include those street lights located within Site B, as depicted in Exhibit "B" to this Amendment, and the parties agree that the City shall provide electricity and



maintenance for all of the street lights located within Site B, in accordance with the Agreement.

(c) The fourth sentence in Section 4.2 (a), beginning with the words "The parties believe...", shall be deleted.

(d) Section 4.2 (b) of the Agreement shall be amended to read "Commencing as of July 1, 2009, the City will provide monthly invoices to the Association for the services described herein."

(e) Section 4.3 shall be amended to read as follows: "The budget estimate described in section 4.2, above, will be calculated based on the estimated costs of the services provided pursuant to this Agreement. The parties agree that while the entire cost of one traffic signal will be allocated to the Project, the cost of the two remaining traffic signals will be equitably allocated between the Project and other benefitted properties. Within thirty (30) days after the end of each month, the City will submit to the Association a report of the approximate costs incurred by the City for services for street lights and traffic signals for the preceding month. The information contained in the report will be an approximation only, and will be subject to the yearend reconciliation described below. Within sixty (60) days following the end of its fiscal year, the City will determine the actual cost for the services the City provided pursuant to this Agreement during the last fiscal year, will determine whether the budget for last fiscal year has resulted in an overpayment or an underpayment by the Association and will adjust monthly payments during the remainder of the City's current fiscal year in order to provide the credit (in the event of overpayment) or collect the further costs (in the event of underpayment) appropriate to such prior fiscal year. The City represents to the Association that amounts received pursuant to this Agreement from the Association will be accounted for separate and apart from other general funds or utility funds maintained or administered by the City. The amount of any reserves will be described as a separate line item in the City's annual budget for the Project."

2. After the effective date of this Amendment, within thirty (30) days after the end of each month, the City will provide a monthly invoice to the Association based on approved Fiscal Year 2008-09 budget, for the services described in the Agreement for each full month remaining during Fiscal Year 2008-2009.

3. The Association waives and releases the City from any and all claims the Association may have as of the effective date of this Amendment arising out of or relating to the electricity, maintenance and/or upkeep of the street lights located within the DR Horton Site and Site B. The Association expressly waives any and all right and benefit conferred upon the Association by the provisions of Section 1542 of the California Civil Code, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

4. The parties agree that nothing in this Amendment shall trigger an obligation on the part of the City to release to the Association all or any portion of any reserves held by the City pursuant to the Agreement.



5. Except as amended, above, all terms and conditions of the Agreement shall remain in full force and effect.

6. This Amendment shall be valid and binding when fully executed by the parties, and shall be deemed effective on date executed. If executed by the parties on different dates, the effective date of the Amendment shall be the later of the two dates.

{SIGNATURE PAGE TO FOLLOW}



ASSOCIATION:

EAGLE GLEN MASTER HOMEOWNERS ASSOCIATION,

A California non-profit mutual benefit corporation

By: Don Garling  
Don Garling

Title: President

Dated: 12-11-08

By: Donald McDougall  
Donald McDougall

Title: Secretary/Treasurer

Dated: 12/10/2008

CITY:

CITY OF CORONA, a municipal corporation

By: [Signature]  
Mayor of the City of Corona, California

Dated: December 17, 2008

Attest:

CITY CLERK

Of the City of Corona

By: [Signature]  
City Clerk of the City of Corona, California

Dated: December 17, 2008

APPROVED AS TO FORM:

By: [Signature]  
Corona City Attorney

Dated: December 17, 2008



## ACKNOWLEDGMENT

State of California  
County of

Riverside

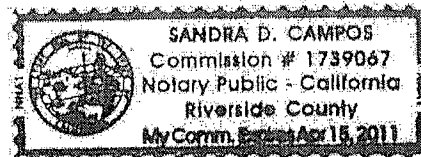
On 12/10/08 before me, Sandra D. Campos, Notary Public  
(insert name and title of the officer)

personally appeared Don Garling and Donald McDougall  
who 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.

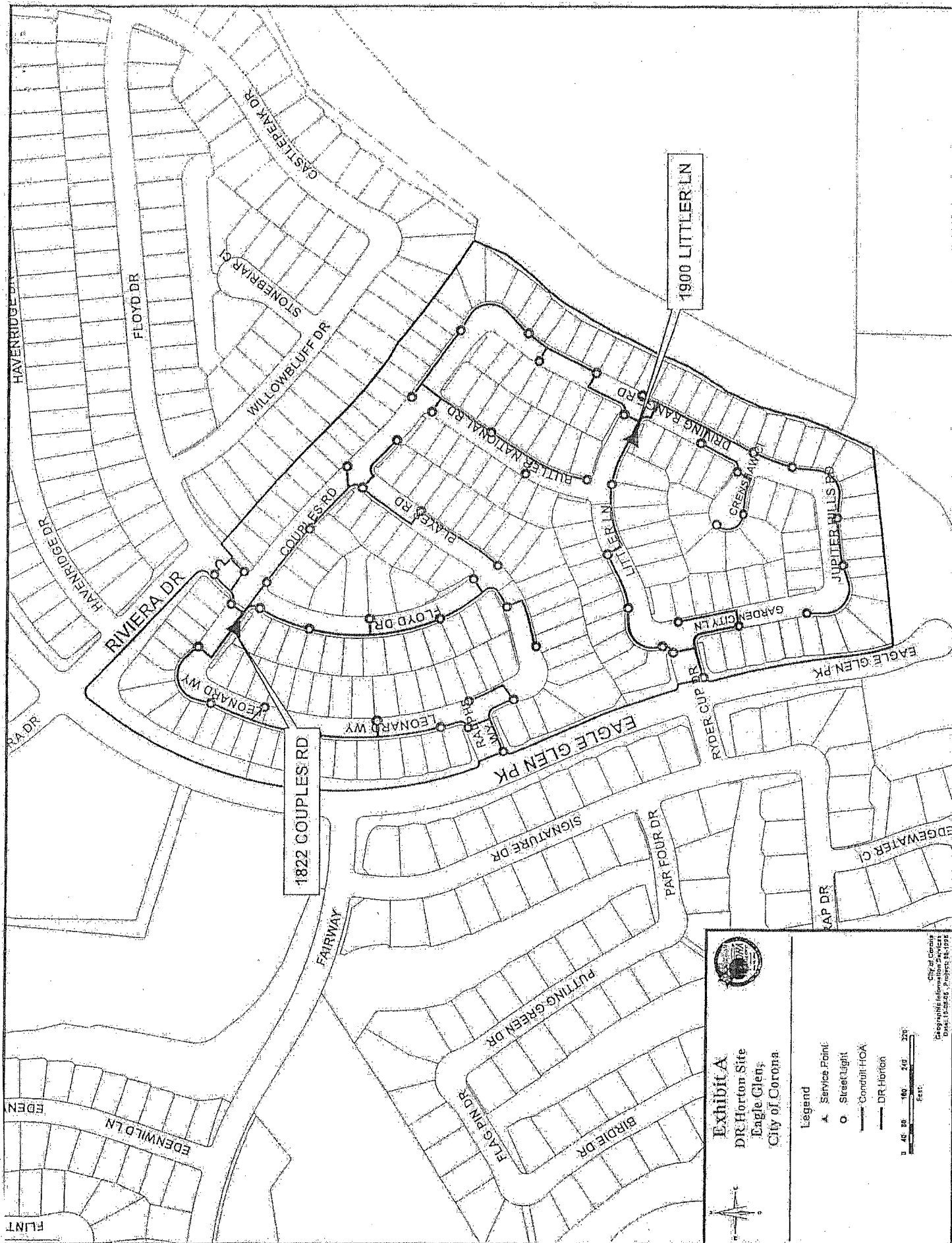
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

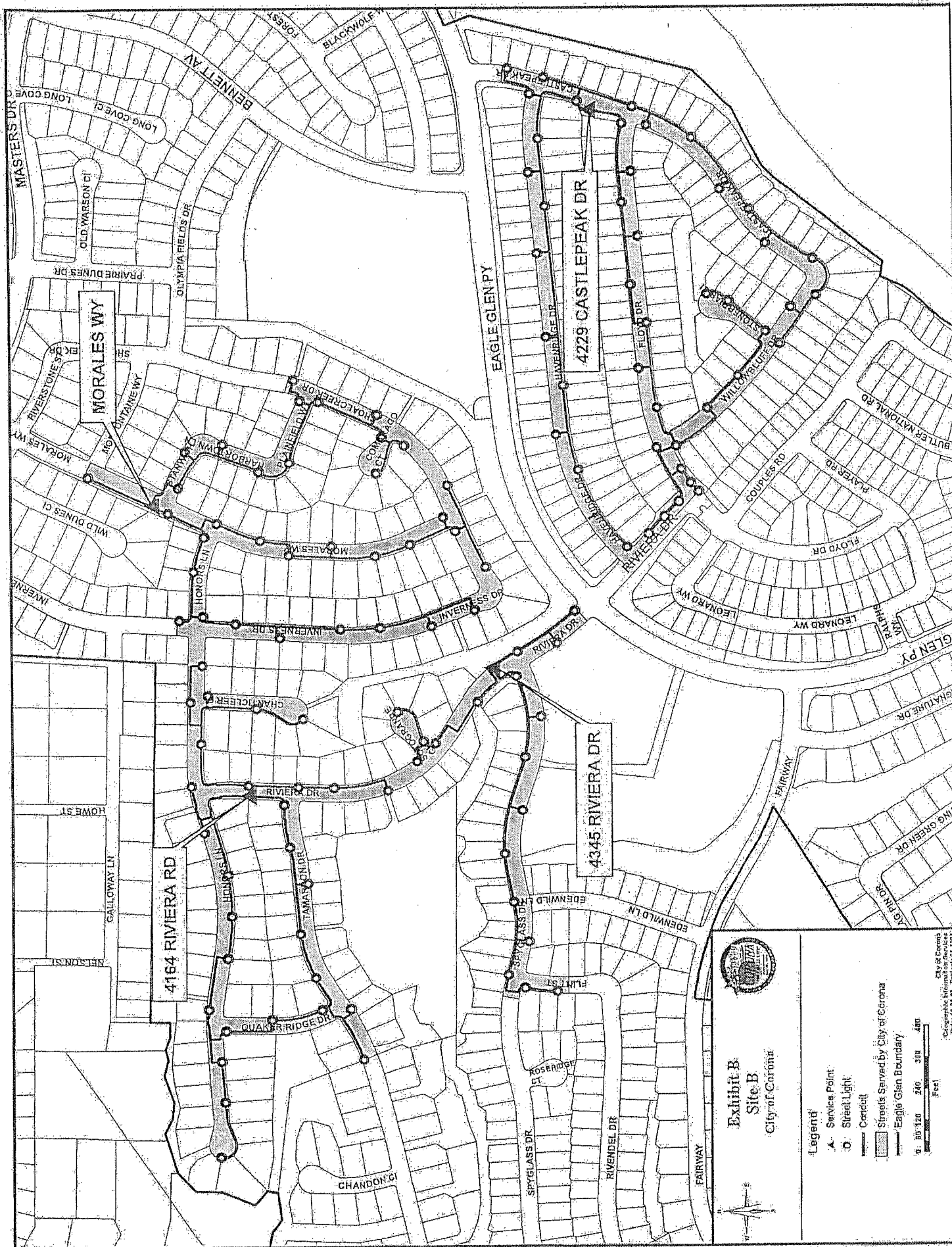
Signature Sandra D. Campos (Seal)















LARRY W. WARD  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

Recorder  
P.O. Box 751  
Riverside, CA 92502-0751  
(951) 486-7000

www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

Page No. 5

City Seal: "CORONA - The Circle City, Incorporated July 13, 1896 - To Cherish Our Past - To Plan Our Future"

Date:

December 17, 2008

Signature:

Catherine M. LaCroix

Print Name:

Catherine M. LaCroix



**COUNCIL ACTION:** (For City Clerk use only)

- ☐ ADOPTED RESOLUTION NO. \_\_\_\_\_
- ☒ APPROVED ☐ APPROVED WITH CHANGES
- ☐ CONTINUED TO \_\_\_\_\_ ☐ DENIED
- ☐ INTRODUCED ORDINANCE NO. \_\_\_\_\_
- ☐ NO ACTION TAKEN/DID NOT PASS
- ☐ RECEIVED AND FILED ☐ RETURNED TO STAFF
- ☐ REFERRED TO \_\_\_\_\_
- ☐ SET FOR PUBLIC HEARING



Agenda Report No. 6.C.3.

## **AGENDA REPORT REQUEST FOR CITY COUNCIL ACTION**

DATE: June 15, 2010  
TO: Honorable Mayor and City Council Members  
FROM: Public Works Department  
SUBJECT: **CONSIDERATION OF AN AMENDMENT TO THE STREET LIGHT/TRAFFIC SIGNAL MAINTENANCE AGREEMENT BETWEEN THE EAGLE GLEN MASTER HOMEOWNERS ASSOCIATION AND THE CITY OF CORONA**

### **RECOMMENDED ACTION:**

That the City Council:

1. Approve the Second Amendment to the Street Light/Traffic Signal Maintenance Agreement between the City and Eagle Glen Master Homeowners Association.
2. Authorize the Mayor to execute the Second Amendment to the Street Light/Traffic Signal Maintenance Agreement between the City and Eagle Glen Master Homeowners Association.

### **ANALYSIS:**

On July 5, 1999, the Eagle Glen Master Homeowners Association (HOA) entered into a Street Light/Traffic Signal Maintenance Agreement (Agreement) with the City of Corona that allows the City to provide post development operation and maintenance of two traffic signals and 562 street lights that were built as part of the Eagle Glen development.

On December 17, 2008, the Agreement was amended to remove 54 streetlights, which were located on private streets, from the City's maintenance responsibility. The amended Agreement modified the City's service area boundary to include two traffic signals and 508 street lights, as shown on Exhibit "A."

Under the conditions of the amended Agreement, the City will operate and maintain the traffic signals and street lights inside the service area boundary, as well as maintain a reserve fund equivalent to 50 percent of the approved Eagle Glen budget for any fiscal year. The purpose of the reserve fund is to pay for any emergency work that exceeds the regular budget for the Eagle Glen service area.



The Eagle Glen HOA has requested that the reserve fund requirement be reduced from 50 percent to 25 percent. To facilitate this request, City Staff worked with HOA representatives and the City Attorney's Office to draft a Second Amendment to the Agreement.

The Second Amendment was prepared by Best Best & Krieger, City Attorney, and reviewed by City staff and Eagle Glen HOA representatives. Approval of this amendment will allow the required reserve fund to be reduced from 50 percent of Eagle Glen's approved budget to 25 percent. In addition, the Amendment adds a clause that makes Eagle Glen HOA responsible for any emergency services or other unanticipated costs, which may occasionally occur, that could exceed the amount held in the reserves. The Amendment will also add a provision stipulating that any excess amount in the current reserve fund be applied as credit in favor of Eagle Glen HOA against their monthly invoices.

**FISCAL IMPACT:**

This action will not have a significant impact on the program's fiscal budget. The City will continue to provide an annual budget to Eagle Glen HOA for the maintenance services and perform yearly expense reconciliations, as required by the original Agreement.

**ENVIRONMENTAL ANALYSIS:**

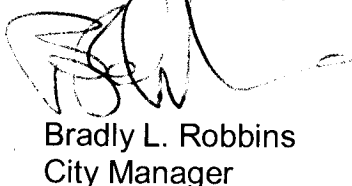
This action is exempt from CEQA requirements.

REVIEWED BY:



Greg Irvine  
Assistant City Manager

SUBMITTED BY:



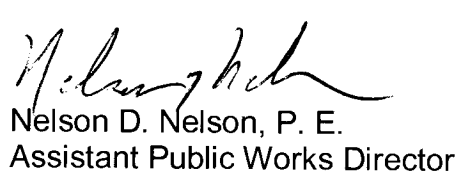
Bradly L. Robbins  
City Manager

REVIEWED BY:



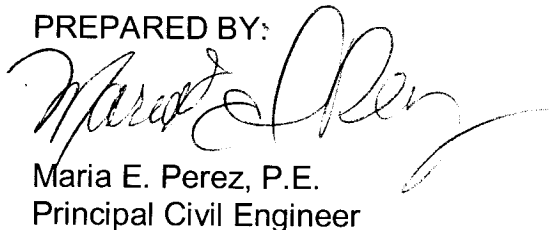
Kip D. Field, P. E.  
Public Works Director

REVIEWED BY:



Nelson D. Nelson, P. E.  
Assistant Public Works Director

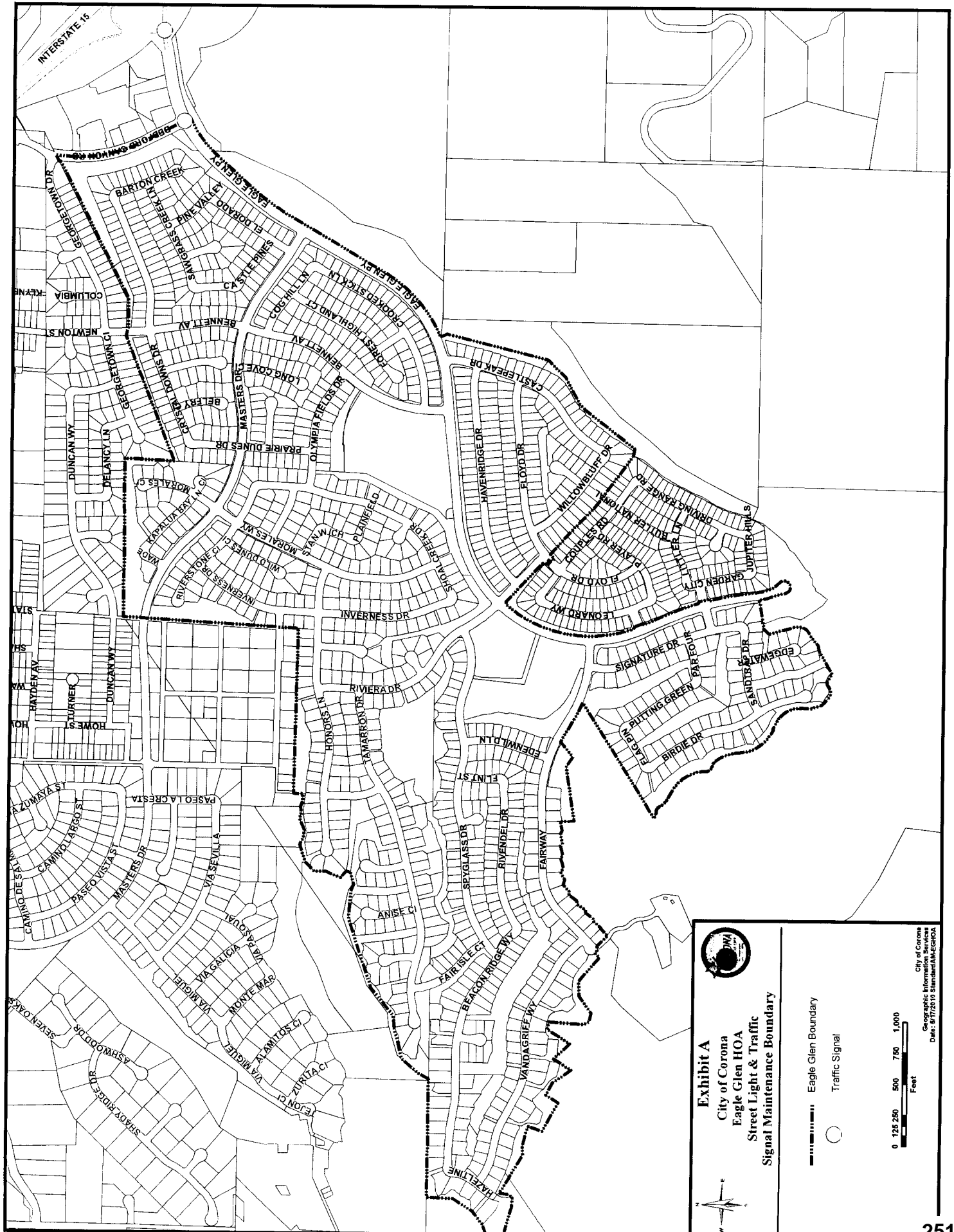
PREPARED BY:



Maria E. Perez, P.E.  
Principal Civil Engineer

Exhibit "A" - Eagle Glen Service Area Boundary







RECORDING REQUESTING BY AND  
WHEN RECORDED RETURN TO:

City of Corona  
P.O. Box 940  
400 West Sixth Street  
Corona, CA 92882  
Attention: City Clerk

No Recording Fee Required. This document is exempt  
From recording fees pursuant to Gov't Code § 6103

DOC # 2010-0313854

07/06/2010 08:00A Fee:NC

Page 1 of 4

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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NCHG CC						T:	CTY	UNI	062



SECOND AMENDMENT TO

STREET LIGHT/TRAFFIC SIGNAL MAINTENANCE AGREEMENT

BETWEEN

EAGLE GLEN MASTER HOMEOWNERS ASSOCIATION,  
A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION  
(the "Association")

AND

CITY OF CORONA,  
A MUNICIPAL CORPORATION  
(the "City")

Dated:



SECOND AMENDMENT TO STREET LIGHT/TRAFFIC SIGNAL MAINTENANCE  
AGREEMENT

The Eagle Glen Master Homeowners Association, a California non-profit mutual benefit corporation ("Association") and the City of Corona, a municipal corporation (the "City"), collectively referred to herein as the "parties", hereby amend the Street Light/Traffic Signal Maintenance Agreement ("Agreement") entered into by the parties on July 5, 1999, as follows:

AMENDMENT

The Agreement is hereby amended as follows:

1. The second sentence in Section 4.2(a) paragraph 2, beginning with the words "The amount of such reserves....", shall be amended by changing "fifty percent 50%" to "twenty five 25%".
2. Section 4.2(a) paragraph 2 is amended by adding the following after the fourth sentence:  
    (a) "The HOA is responsible for any unanticipated costs that could exceed the 25% reserves."
3. The following statement shall be added at the end of Section 4.2 (a):  
    "The Association shall be responsible for paying the cost of any emergency services or other unanticipated costs which may occur from time to time which exceed the amount held in the reserves."
4. The parties agree that any money in the reserves that is in excess of the 25% requirement as amended per item 1 above, will be applied as credit in favor of the HOA, against their monthly invoices described in Section 4.2 (b) of the Agreement, and in Section 1 (d) of the First Amendment to the Agreement entered into by the parties on December 17, 2008
5. Except as amended above, all terms and conditions of the Agreement shall remain in full force and effect.
6. Except as amended above, all terms and conditions of the First Amendment to the Agreement entered into by the parties on December 17, 2008, shall remain in full force and effect.
7. This Second Amendment shall be valid and binding when fully executed by the parties, and shall be deemed effective on date executed. If executed by the parties on different dates, the effective date of the Amendment shall be the later of the two dates.

{SIGNATURE PAGE TO FOLLOW}



ASSOCIATION

EAGLE GLEN MASTER HOMEOWNERS ASSOCIATION,

A California non-profit mutual benefit corporation

By: Don Garling  
Don Garling

Title: President

Dated: May 6, 2010

By: Donald McDougall  
Donald McDougall

Title: Secreatry/Treasurer

Dated: May 6 2010

CITY:

CITY OF CORONA, a municipal corporation

By: Karen Spiegel  
Mayor of the City of Corona, California

Dated: 6-15-10

**Attest:**

CITY CLERK  
Of the City of Corona

By: Jan Bates  
City Clerk of the City of Corona, California

Dated: 6-15-10

**APPROVED AS TO FORM:**

By: [Signature]  
Corona City Attorney

Dated: 6-15-10



## ACKNOWLEDGMENT

State of California  
County of Riverside

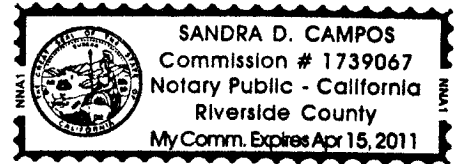
On 5-6-10 before me, Sandra Campos, Notary Public  
(insert name and title of the officer)

personally appeared Don Garling and Donald McDougall  
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sandra D. Campos (Seal)





**State of California**  
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

**MAR 04 2008**

A handwritten signature in cursive script that reads "Debra Bowen".

DEBRA BOWEN  
Secretary of State





State of California  
Secretary of State

LP-2

**ENDORSED - FILED**  
In the office of the Secretary of State  
of the State of California

FEB 25 2008

**AMENDMENT TO  
CERTIFICATE OF LIMITED PARTNERSHIP**

A \$30.00 filing fee must accompany this form.

**IMPORTANT - Read instructions before completing this form.**

This Space For Filing Use Only

<b>FILE NUMBER</b>		<b>ENTITY NAME</b> (Enter the exact name of the limited partnership.)	
1. SECRETARY OF STATE FILE NUMBER <b>200734900003</b>		2. NAME OF LIMITED PARTNERSHIP <b>AGUA MANSA SERVICE STATION, LP</b>	
3. <input type="checkbox"/> CHECK HERE IF THE LIMITED PARTNERSHIP WAS FORMED PRIOR TO JANUARY 1, 2008 AND HAS ELECTED TO BE GOVERNED BY THE UNIFORM LIMITED PARTNERSHIP ACT OF 2008.			
<b>ITEMS 4 THROUGH 14:</b> Complete ONLY the items to be amended or added by this filing. Attach additional pages, if necessary. Any other matters to be included may be made on an attachment to this certificate. Any attachments are incorporated herein by this reference and made part of this certificate.			
<b>ENTITY NAME AS AMENDED</b> (End the name with the words "Limited Partnership" or the abbreviation "L.P.")			
4. NAME OF LIMITED PARTNERSHIP <b>Lincoln Pomona, LP</b>			
<b>PRINCIPAL EXECUTIVE OFFICE ADDRESS or DESIGNATED OFFICE ADDRESS IN CALIFORNIA</b>			
5. ADDRESS		CITY	STATE ZIP CODE
<b>AGENT FOR SERVICE OF PROCESS</b> (If the agent is an individual, complete both items 6 and 7. If the agent is a corporation, complete item 6 and leave item 7 blank.)			
6. NAME OF AGENT FOR SERVICE OF PROCESS			
7. IF AN INDIVIDUAL, ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA		CITY	STATE ZIP CODE
			<b>CA</b>
<b>GENERAL PARTNER INFORMATION (NEW PARTNER, ADDRESS CHANGE, NAME CHANGE, and/or DISSOCIATION)</b>			
8. New Partner	NAME	ADDRESS	CITY STATE ZIP CODE
9. Address Change	NAME	ADDRESS	CITY STATE ZIP CODE
10. Name Change	FROM: TO:	11. General Partner Cessation/Dissociation NAME:	
<b>DISSOLUTION</b> (Item 12 may be checked if the limited partnership is governed by the Uniform Limited Partnership Act of 2008 and has dissolved.)			
12. <input type="checkbox"/> THE LIMITED PARTNERSHIP IS DISSOLVED.			
<b>AUTHORIZED PERSON</b> (Enter the name and address of the person authorized to wind up the affairs of the limited partnership, and if the dissolved limited partnership is governed by the Uniform Limited Partnership Act of 2008, check the box in item 14 to indicate there are no general partners.)			
13. NAME	ADDRESS	CITY	STATE ZIP CODE
14. <input type="checkbox"/> THE LIMITED PARTNERSHIP DOES NOT HAVE A GENERAL PARTNER.			
<b>EXECUTION</b> (This certificate must be signed by all of the general partners unless otherwise provided by law. If additional signature space is necessary, the signatures may be made on an attachment to this certificate.)			
15. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.			
February 26, 2008 DATE			
SIGNATURE OF GENERAL PARTNER		RKJK a Nevada Co. LLC - General Partner Hagop Kofdarali - President of RKJK a Nevada Co. LLC TYPE OR PRINT NAME OF GENERAL PARTNER	
SIGNATURE OF GENERAL PARTNER		TYPE OR PRINT NAME OF GENERAL PARTNER	

LP-2 (REV 01/2008)

APPROVED BY SECRETARY OF STATE



## RESOLUTION

### CHANGE LIMITED PARTNERSHIP NAME

#### RESOLUTION:

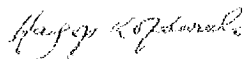
That the limited partnership change its limited partnership name from Agua Mansa Service Station, LP to Lincoln Pomona, LP; and that said change of name be duly filed with the California Secretary of State in accordance with State law and such other governmental agencies as may be required to be notified of or to approve said name change.

The undersigned hereby certifies that he is the duly elected and qualified Managing Member and the custodian of the books and records and seal of Agua Mansa Service Station, LP, a limited partnership duly formed pursuant to the laws of the state of California, and that the foregoing is a true record of a resolution duly adopted at a meeting of the Agua Mansa Service Station, LP and that said meeting was held in accordance with the state law of the above-named limited partnership on February 29, 2008, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed by name as Managing Member and have hereunto affixed the corporate seal of the above-named limited partnership with 29<sup>th</sup> of February, 2008.

A TRUE RECORD.

ATTEST.



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Managing Member





Staff Report

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**File #:** 21-0707

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**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 09/01/2021

**TO:** Honorable Mayor and City Council Members

**FROM:** Fire Department

**SUBJECT:**

Purchase one Urban Search and Rescue Fire Apparatus utilizing the cooperative purchasing program of the Houston-Galveston Area Council of Governments, Contract Number FS12-19.

**EXECUTIVE SUMMARY:**

The Public Works Department, in conjunction with the Fire Department, request authorization to issue a purchase order to Kovatch Mobile Equipment in the amount of \$963,905 for the purchase of one (1) Urban Search and Rescue Fire Apparatus. This fire apparatus purchase would replace two (2) existing fire apparatus that are at or near replacement based on the City's Administrative Policy No. 09100.508 "Vehicle Equipment Replacement." The fire apparatus purchase would reduce the Fire Fleet footprint, while increasing the Fire Department's response capabilities.

**RECOMMENDED ACTION:**

**That the City Council:**

- a. Authorize the Purchasing Manager to issue a purchase order to Kovatch Mobile Equipment in the amount of \$963,905 for the purchase of one (1) Urban Search and Rescue Fire Apparatus.
- b. Authorize the City Manager, or his designee, to approve change orders up to 10% or \$96,390 as authorized by Corona Municipal Code Section [3.08.080\(I\)](#).
- c. Make a determination under Corona Municipal Code Section [3.08.140\(C\)](#) that competitive bidding has been satisfied based upon the reasons provided in this agenda report.
- d. Authorize an appropriation of \$1,060,295 from the General Fund Measure X Reserve (Public Safety) to the Vehicle Procurement Capital Improvement Project No. 6834.

**BACKGROUND & HISTORY:**



### Unit 62084/USAR 2

Each year, Public Works Department, in conjunction with the Fire Department, identifies vehicles eligible or in need of replacement based on the City's Administrative Policy No. 09100.508 "Vehicle Equipment Replacement" and the Fire Department's operation need. Unit 62084 is a 1995 Freightliner FL80 with a walk-around body referred to as Urban Search and Rescue (USAR) 2, housed at Fire Station 2. The unit is approximately 26 years old with 121,585 miles. The unit, when paired with a Corona Fire Department Truck Company makes up a California Office of Emergency Services Type 2 (Medium) Urban Search and Rescue response unit. This response model provides emergency services to building collapses, trench rescues, confined space rescues, high angle rope rescues, remote area rescues, and large vehicle traffic collisions in the City, region, and can respond throughout the State through the California Mutual Aid System. Being 26 years old, unit 62084 has far exceeded the parameters for vehicle replacement established per Administrative Policy No. 09100.508, which states that units should be replaced at 20 years. With the maintenance problems as described below, and aging of Unit 62084, replacing the two vehicles with a new single vehicle will enhance the Department's response capabilities.

### Unit 62085/Squad 4

Unit 62085 is a 2008 International 4400 with a walk-around body housing an enclosed breathing air compressor and self-contained breathing apparatus fill station. Unit 62085 is referred to as Squad 4, housed at Fire Station 4. The unit is approximately 13 years old with 55,995 miles. Unit 62085 responds to incidents as a light and air unit within the City and surrounding areas under mutual aid. It is primarily used to fill self-contained breathing apparatus bottles on structure fire incidents and other incidents where replenishment of breathing air is needed. While this unit has not met the eligibility for replacement under Administrative Policy No. 09100.508, it will be removed from the Fire Fleet when the new USAR vehicle is put into service. The engine on unit 62085, a Navistar Max Force DT466 has been plagued with mechanical issues, is unreliable, and often out of service. Unit 62085 has a total of 12,457 hours of down time which equates to approximately 11 percent of its total life.

### **ANALYSIS:**

The Fire Department and Public Works Department believe the vehicle proposed for purchase will best serve the City and the citizens of Corona for several reasons as follows. Decommissioning unit 62084 and 62085 and replacing it with this single vehicle will reduce the Fire Fleet's footprint by one vehicle reducing maintenance costs and time spent on maintenance. The proposed unit built by Kovatch Mobile Equipment will mechanically and functionally mirror the current specifications of the Fire Department apparatus which provides benefit to both the Fire Department and the Fleet Services Division. Fleet uniformity increases the familiarity for personnel, reducing the training for new apparatus, making it safer to operate, and will not require stocking of additional spare parts. The current response model of having to pair a Fire Department Truck Company with USAR 2 (62084) to meet the minimum required equipment for a Type 2 / Medium USAR Company as set forth by the California Office of Emergency Services is not a functional response model, which leads to response delays and has a less than desirable ability to deploy on incidents.

The proposed vehicle is industry standard for USAR and heavy rescue type vehicles. Nearly every surrounding agency has a similar vehicle, including but not limited to the following fire department's:



Riverside, Rancho Cucamonga, Orange, Ontario, Anaheim, Montebello, Chula Vista, Vernon, Costa Mesa, Huntington Beach, Orange County Fire Authority, Cal Fire San Diego, Glendale, and Pasadena. The new USAR unit is quoted at \$963,905 and will have a 20-year lifecycle. The unit has a 420-day build cycle and is expected to be in operation in Winter 2022.

**BASIS FOR DETERMINATION OF COMPETITIVE BIDDING:**

The Public Works Department and Fire Department request City Council authorization to purchase one (1) Urban Search and Rescue Fire Apparatus using the Houston-Galveston Area Council (HGAC Buy) Cooperative Purchasing Contract Number FS12-19. Competitive bidding has been completed for this purchase pursuant to Corona Municipal Code (CMC) Section 3.08.140(c), which states as follows:

“(C) Competitive Bidding Already Completed. When the purchasing agent and the authorized contracting party, with the approval of the City Manager, determines that:

- a. A competitive bid procedure has been conducted by another public agency including, but not limited to, another local agency, the state through the California Multiple Award Schedule (CMAS), the federal government through the General Services Administration (GSA), the U.S. Communities Government Purchasing Alliance, or the Western States Contracting Alliance (WSCA); and
- b. The price to the city is equal to or better than the price to that public agency.”

Staff believes the above two required findings can be made for the following reasons:

a. Competitive Bid Procedure Already Conducted by Another Agency

On June 27, 2019, HGAC Buy issued Proposal Solicitation #FS12-19 for the purchase of Fire Service Apparatus (All Types). Twenty-nine Fire Apparatus vendors from across the country submitted proposals by the due date of July 24, 2019, all of which were evaluated by the HGAC Buy staff. On October 15, 2019, HGAC Buy staff recommended to the HGAC Buy Board to issue twenty-eight contracts. All twenty-eight contracts were established and commenced on December 1, 2019, set through November 30, 2021. Kovatch Mobile Equipment was one of the twenty-eight contract awardees for several different types of Fire Apparatus, including the KME Predator Chassis, 4-Door, Full-Tilt, Aluminum Cab, Alum Body, Single Axle, Heavy Duty Walk-Around Body product #FS19OD04, the product recommended for purchase by Public Works and the Fire Department.

b. Price to the City is Equal:

Pricing for HGAC Buy contract FS12-19 with Kovatch Mobile Equipment is provided to the City at a set contract price including additional “published options.” Options are considered to be any features or accessories, other than H-GAC's and Manufacturer's "standard" features or accessories. The pricing offered to the City of Corona is equal to the HGAC Buy contract FS12-19 with Kovatch Mobile Equipment.

**FINANCIAL IMPACT:**

Approval of the recommended action will result in an appropriation of \$1,060,295 from the General



Fund Measure X Reserve (Public Safety) to the Vehicle Procurement Capital Improvement Project No. 6834.

<b>GENERAL FUND</b>	
Adopted Budget - FY 2022 Estimated Revenue Over Expenditures	\$ 14,593,660
Less Measure X Reserves	(13,144,418)
Previously Approved/Revised Budget Adjustments (Net)* [Note 1]	(56,501)
Current Estimated Revenue Over Expenditures	1,392,741
Adjustment Measure X Reserve - Public Safety	1,060,295
Urban Search and Rescue Fire Apparatus - Appropriation	(1,060,295)
<b>Revised Estimated Revenue Over Expenditures [Note 1]</b>	<b>\$ 1,392,741</b>
Budget Balancing Measures Reserve - Estimated 06/30/2021	27,665,595
Estimated FY 2022 Change in Budget Balancing Measures Reserve	1,392,741
<b>Estimated Budget Balancing Measures Reserve - 06/30/22</b>	<b>\$ 29,058,336</b>

\* Approved through Council Action or other operational process.

*Note 1: Includes other General Fund items on the September 1, 2021 agenda.*

<b>GENERAL FUND</b>	
Measure X Reserve (Public Safety) Balance	\$ 1,862,343
Urban Search and Rescue Fire Apparatus	(1,060,295)
<b>Measure X Reserve (Public Safety) Balance - REVISED</b>	<b>\$ 802,048</b>

### ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action involves the purchase of a vehicle, and there is no possibility that adopting this resolution will have a significant effect on the environment. Therefore, no environmental analysis is required.

**PREPARED BY:** JUSTIN DETMER, FIRE CAPTAIN

**REVIEWED BY:** BRIAN YOUNG, FIRE CHIEF

### Attachments:

1. EXHIBIT 1 - Kovatch Mobile Equipment HGAC Buy Contract
2. EXHIBIT 2 - HGAC Buy FS12-19 Final Bids
3. EXHIBIT 3 - Kovatch Mobile Equipment Price Letter
4. EXHIBIT 4 - HGAC Buy Contract Pricing Work Sheet
5. EXHIBIT 5 - Bid Specification Corona Heavy Rescue



6. EXHIBIT 6 - Corona Heavy Rescue CAD Drawing
7. EXHIBIT 7 - Administrative Policy 09100.508



# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

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Cooperative Agreement - Kovatch Mobile Equipment Corp. - Public Services -- 19-00940

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## GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Kovatch Mobile Equipment Corp., hereinafter referred to as the Contractor, having its principal place of business at One Industrial Complex, Nesquehoning, PA 18240.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

### **ARTICLE 1: LEGAL AUTHORITY**

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

### **ARTICLE 2: APPLICABLE LAWS**

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

### **ARTICLE 3: INDEPENDENT CONTRACTOR**

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

### **ARTICLE 4: WHOLE AGREEMENT**

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

### **ARTICLE 5: SCOPE OF SERVICES**



The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

**ARTICLE 6: PERFORMANCE PERIOD**

This Agreement shall be performed during the period which begins Dec 01 2019 and ends Nov 30 2021. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

**ARTICLE 7: PAYMENT OR FUNDING**

Payment provisions under this Agreement are outlined in the Special Provisions.

**ARTICLE 8: REPORTING REQUIREMENTS**

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

**ARTICLE 9: INSURANCE**

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

**ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS**

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

**ARTICLE 11: AUDIT**

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

**ARTICLE 12: EXAMINATION OF RECORDS**

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or



off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

#### **ARTICLE 13: RETENTION OF RECORDS**

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

#### **ARTICLE 14: CHANGES AND AMENDMENTS**

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

#### **ARTICLE 15: TERMINATION PROCEDURES**

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

##### ***A. Convenience***

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

##### ***B. Default***



H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

#### **ARTICLE 16: SEVERABILITY**

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

#### **ARTICLE 17: FORCE MAJEURE**

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

#### **ARTICLE 18: CONFLICT OF INTEREST**

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

#### **ARTICLE 19: FEDERAL COMPLIANCE**

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)



applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis-Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### **ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS**

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

#### **ARTICLE 21: INDEMNIFICATION AND RECOVERY**

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

#### **ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to



END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

**ARTICLE 23: TITLES NOT RESTRICTIVE**

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

**ARTICLE 24: JOINT WORK PRODUCT**

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

**ARTICLE 25: DISPUTES**

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

**ARTICLE 26: CHOICE OF LAW: VENUE**

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

**ARTICLE 27: ORDER OF PRIORITY**

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.



**SIGNATURES:**

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

**Kovatch Mobile Equipment Corp.**

DocuSigned by:  
Signature   
8B6D53B0B7C54BB...

Name Brian Connely

Title Vice President/GM

Date 11/13/2019

**H-GAC** DocuSigned by:

Signature   
B2EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 11/13/2019



# H-GAC

Houston-Galveston Area Council  
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Kovatch Mobile Equipment Corp. - Public Services -

19-00940

## SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

### **ARTICLE 1: BIDS/PROPOSALS INCORPORATED**

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

### **ARTICLE 2: END USER AGREEMENTS ("EUA")**

**H-GAC** acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

### **ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE**

**Contractor** shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, **Contractor** develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of **Contractor's** most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of **Contractor's** written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,



benefits, or terms to H-GAC and the END USER.

**EXCEPTION:** *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

#### **ARTICLE 4: PARTY LIABILITY**

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

#### **ARTICLE 5: GOVERNING LAW & VENUE**

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

#### **ARTICLE 6: SALES AND ORDER PROCESSING CHARGE**

**Contractor** shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

#### **ARTICLE 7: LIQUIDATED DAMAGES**

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

#### **ARTICLE 8: INSURANCE**

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General



Aggregate limit of at least two times the Single Occurrence limit.

**Product liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

**Property Damage or Destruction** insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

## **ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS**

**H-GAC's** contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

## **ARTICLE 10: CHANGE OF STATUS**

**Contractor** shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

## **ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING**

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle



Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.



	Attachment A		
	Kovatch Mobile Equipment Corp.		
	Fire Service Apparatus (All Types)		
	Contract No. FS12-19		
O. KME			
**These units can only be sold outside Texas**			
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)			
FS19OA01	KME, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 79' 500# Rear Mounted Telescoping Steel Ladder		\$745,748.00
FS19OA02	KME, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 103', 4 Section, 500# Rear Mounted Telescoping Steel Ladder		\$883,854.00
FS19OA03	KME, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 79' 750# Rear Mounted Telescoping Steel Ladder		\$830,871.00
FS19OA04	KME, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 123' 500# Rear Mounted Telescoping Steel Ladder		\$992,522.00
FS19OA05	KME, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 102' 1000# Rear Mounted Telescoping Ladder with Platform		\$1,030,950.00
FS19OA06	KME, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' 1000# Mid-Mounted Telescoping Ladder with Platform		\$1,083,101.00
FS19OA10	KME, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Tractor Drawn Aerial (TDA), 100', 4 Section 500# Steel Telescoping Ladder		\$1,134,345.00
B. Wildland Fire Apparatus (Brush Fire)			
FS19OB01	Ford F-550, 4 x 4, 2-Door, Skid Mounted Pumper Body		\$181,851.00
FS19OB02	Ford F-550, 4 x 4, 2-Door, Flatbed Style Skid Mounted Pumper		\$160,720.00
FS19OB03	Ford F-550, 4 x 4, 2-Door, Aluminum Minipumper Body, 300 gal. Tank, 1000 gpm Midship PTO Pump		\$221,002.00
FS19OB04	International 7400, 4x4, 4-Door, Ridgerunner, Dual Pump, 500/20 Gals Water/Foam, NFPA 1901/1906		\$365,090.00
FS19OB05	International 7400, 4 x 4, 4-Door, OEM Interface Pumper, Formed Alum Body, Single Axle, 750 GPM, 500 Gallon Water		\$266,706.00
C. Pumper Fire Apparatus			
FS19OC01	Freightliner M2, 2-Door, OEM Pumper, Formed Aluminum Body, Single Axle, 1250 GPM Pump, 750 Gal Tank-Challenger Series Pumper		\$280,034.00
FS19OC02	International 4400, 2-Door, OEM Pumper, Formed Aluminum Body, Single Axle, 1250 GPM Pump, 750 Gal Tank-Pumper		\$278,855.00
FS19OC03	KME Panther Chassis, 4-Door, Full-Tilt, Aluminum Cab, Formed Aluminum Body, Single Axle, 1250 GPM Pump, 750 Gal Tank-Pumper		\$412,108.00
FS19OC04	KME Predator Chassis, 4-Door, Full-Tilt, Aluminum Cab, Alum Body, Single Axle, 1250 GPM Pump, Pumper		\$425,029.00
FS19OC05	KME Severe Service Chassis, 4-Door, Full-Title, Aluminum Cab, Alum Body, Single Axle, 1250 GPM Pump, 750 Gal Tank Pumper		\$428,982.00
D. Special Service Apparatus (Walk-In & Non-Walk In Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center			
FS19OD01	Ford F-550 4 x 2 Chassis, 2 Door, Light Duty Walk-Around Body		\$158,151.00
FS19OD04	KME Predator Chasis, 4-Door, Full-Tilt, Aluminum Cab, Alum Body, Single Axle, Heavy Duty Walk-Around Body		\$377,072.00
FS19OD05	KME Custom, 4-Door, Full-Tilt, Aluminum Cab, Alum Body, Single Axle, Heavy Duty Combination Walk-in / Walk-Around Body		\$418,556.00
FS19OD06	International 4400 4x2, 2-Door, 10 person Crew Carrier		\$291,235.00
E. Pumper/Tankers & Tankers			
FS19OE01	International 4400, 2-Door, Aluminum Treadplate Body, Single Axle, 1250 GPM Pump, Painted 1800 Gal Elliptical Tanker		\$234,734.00



<b>FS19OE02</b>	International 7400, 2-Door, Aluminum Treadplate Body, Tandem Axle, 1250 GPM Pump, Painted 2500 Gal Elliptical Tanker	\$270,734.00
<b>FS19OE03</b>	International 4400, 2-Door, Aluminum Treadplate Body, Single Axle, 500 GPM Pump, Painted 1800 Gal Wetside Tanker	\$230,164.00
<b>FS19OE04</b>	International 7400, 2-Door, Aluminum Treadplate Body, Tandem Axle, 500 GPM Pump, Painted 2500 Gal Wetside Tanker	\$274,428.00
<b>FS19OE05</b>	International 4400, 2-Door, Formed Galvanneal Body, Single Axle, 750 GPM Pump, 1800 Gal Dryside Tanker	\$271,832.00
<b>FS19OE06</b>	International 7400, 2-Door, Formed Galvanneal Body, Tandem Axle, 750 GPM Pump, 3000 Gal Dryside Tanker	\$308,365.00
<b>FS19OE07</b>	International 4400, 2-Door, Formed Galvanneal Body, Single Axle, 1250 GPM Pump, 1800 Gal Pumper/Tanker	\$271,164.00
<b>FS19OE08</b>	International 7400, 2-Door, Formed Galvanneal Body, Tandem Axle, 1250 GPM Pump, 2500 Gal Pumper/Tanker	\$294,353.00
<b>FS19OE09</b>	KME Predator, 4-Door, Full-Tilt, Aluminum Cab, Alum Body, Tandem Axle, 3,000 Gallon, Pumper-Tanker with 1250gpm Pump	\$456,314.00
<b>F. Airport Rescue Fire-Fighting Vehicles</b>		
<b>FS19OF01</b>	Ford F550, 4 x 4, 4-Door, Class 1 RIV, 120 GAL AFFF Pre-mix	\$271,690.00
<b>FS19OF02</b>	Ford F550, 4 x 4, 4-Door, Class 2 RIV, 500 GPM Pump, 300/40 Gal Water/Foam Tank	\$275,844.00
<b>FS19OF03</b>	International 7400 4 x 4, 2-Door, Class 3 RIV, 500 GPM Pump, 500/75 Gal Water/Foam Tank	\$360,641.00





**COOPERATIVE PURCHASING PROGRAM**  
 Houston-Galveston Area Council of Governments  
 3555 Timmons, Suite 120, Houston, TX 77027  
 Phone: 800-926-0234 Fax: 713-993-4548  
[www.hgacbuy.org](http://www.hgacbuy.org)

INVITATION TO SUBMIT COMPETITIVE:	<input checked="" type="checkbox"/> BIDS	<input type="checkbox"/> PRE-PROPOSAL
INVITATION No.: <b>FS12-19</b>	ISSUE DATE: <b>June 27, 2019</b>	
CATEGORY: <b>Fire Service Apparatus (All Types)</b>		

#### PURPOSE OF THIS INVITATION

The Cooperative Purchasing Program (**HGACBuy**) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described herein. These products/services may be purchased by any of more than 7000 member local governments, districts, agencies in 49 states across the nation.

Responses must be submitted in an original and one (1) copy, and shall be subject to the terms, conditions, requirements and specifications detailed in the documents comprising this Invitation. Responses are scheduled to be opened publicly at **H-GAC** offices on the date indicated. For Bid Invitations, responses will be available for public review until 4:00 p.m. CT that day, and on subsequent days by appointment only. Any Responses submitted later than 1:00 p.m. on the due date will be returned unopened to the bidder/proposer.

#### PROCUREMENT SCHEDULE & DETAILS

<b>DRAFT SPECIFICATION / INVITATION:</b>	May 1, 2019
<b>PRE-BID/PROPOSAL CONFERENCE:</b>	June 5, 2019 @ 9:00 a.m. CT; H-GAC Offices
<b>FINAL SPECIFICATION / INVITATION:</b>	June 27, 2019
<b>BID/PROPOSAL RESPONSES DUE:</b>	July 24, 2019 @ 1:00 p.m. CT; H-GAC Clock
<b>PUBLIC RESPONSE OPENING:</b>	July 24, 2019 @ 2:00 p.m. CT; H-GAC Clock
<b>RECOMMENDATIONS TO BOARD:</b>	October 15, 2019
<b>CONTRACT START DATE &amp; TERM:</b>	December 01, 2019 through November 30, 2021
The documents comprising this Invitation are available via web download at: <a href="https://www.hgacbuy.org/bids/">https://www.hgacbuy.org/bids/</a>	
For assistance regarding this Invitation, please contact:	
Name: <b>Jackie Palmer</b>	Phone: <b>713-993-2466</b> E-mail: <b>jpalmer@h-gac.com</b>

#### CONTENTS OF THIS INVITATION

**SECTION A** - General Terms & Conditions

**SECTION B** - Product/Service Specific Requirements & Specifications (Final)

**SECTION C** - **HGACBuy** *FORMS* (Final)

**SECTION D** - Pro-Forma (Sample) Contract

**This procurement conforms to government requirements for Competitive Procurement.**



## **LABELING OF SEALED RESPONSE PACKAGE**

### **IMPORTANT:**

You must affix an identifying label to the outside of your Sealed Response Package to ensure proper identification and log-in at **HGACBuy** offices on receipt. **HGACBuy** is not responsible for any response that might be lost or misdirected due to improper or unclear labeling. Your label should look as follows and should be affixed conspicuously to the package.



Responses by E-mail or FAX will not be acceptable. Hard copies, as described herein, plus appropriate electronic media are required.





**SECTION A**  
**GENERAL TERMS & CONDITIONS**  
**FOR BIDS AND PROPOSALS**

**INVITATION No. FS12-19**  
**DESCRIPTION: Fire Service Apparatus (All Types)**

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## 1. INTRODUCTION

The Houston-Galveston Area Council (**H-GAC**) is a "Government-to-Government" procurement service for States, State Agencies, Local Governments, Districts, Authorities, and qualifying Not-for-Profit Corporations (**End Users**). End Users become **Members** of the **H-GAC** Cooperative Purchasing Program (**HGACBuy**) by executing an Interlocal Contract, which is free of cost and evergreen unless cancelled. **HGACBuy**, acting on behalf of **Members**, is soliciting competitive offerings for the furnishing of products and/or services, as described elsewhere, which MAY be purchased by **Members** during the contract term. **Members** using the Program issue purchase orders directly to **HGACBuy** contractors.

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## 2. DEFINITIONS, ABBREVIATIONS & ACRONYMS

The following definitions, abbreviations and acronyms may be found in these specifications, and shall be interpreted herein as specified below.

### Definitions and Abbreviations:

**Acceptance.** Acceptance takes place when the **End User** agrees with the **Contractor** that the terms and conditions of the contract have been met and verified. Acceptance is not the same as Receipt, and can only occur after intact shipping, inspection by **End User**, and any onsite testing that has been stipulated as part of the order

**Aggregate/Single Occurrence.** The term "*aggregate*" in insurance terms is the sum of all claims against a specific policy for a specific loss incident. The term "*single occurrence*" differentiates between multiple claims and single claims against a specific policy. The inherent value of a policy's aggregate value is less important to an **End User** than is the value of a single claim as stated under "*single occurrence*."

**Approved.** Acceptable to the "authority having jurisdiction."

**ARO.** "After Receipt of Order". Used in conjunction with a defined time period (usually days or weeks) to establish the delivery or lead time pursuant to any individual purchase transaction. In the case of orders for bodies which will be mounted on a customer furnished cab/chassis, the term ARO shall be construed to mean "After Receipt Of Cab/Chassis".

**Authority Having Jurisdiction.** The authority shall be either **H-GAC** or the relevant **End User** based on the requirements as stated in each specification item. Unless specifically stated, the authority shall be **H-GAC**.

**Bidder.** Any entity that submits a competitive bid to this Invitation. (See also "**Offeror**")

**Change Order.** Request by an **End User** for a change in the composition of an already submitted purchase order, for example to change quantity ordered, add or delete items, etc.

**Contract.** Specifically, a contract between **H-GAC** and a successful **Offeror** which is executed based on an award made pursuant this Invitation.



**Contract Pricing Worksheet.** The standard **H-GAC** form to be used by **Contractor** in preparing a quotation to an End User, upon which End User's purchase order will be based. **Contractor** may use another quotation form provided it contains required information, and only if approved by **H-GAC**.

**Contractor.** The contracted business entity responsible for fulfilling a contract executed pursuant to this Invitation.

**Dealer/Distributor.** A duly authorized and/or franchised business entity which sells and services a manufacturer's product in a specified marketing area.

**Defect.** A discontinuity in a part or a failure to function that interferes with the service or reliability for which the part was intended.

**Electronic Media.** As used herein, means computer based media such as 100mb Zip Disk, CDRom, e-mail, e-mail attachment, file downloaded from the web, etc.

**End User.** (See "**Participant**" and "**Member**")

**Listed.** Equipment or materials included in a list published by an organization, acceptable to the "Authority Having Jurisdiction" and concerned with product evaluation, that conducts periodic inspection of production of listed equipment or materials and whose listing states either that the equipment or materials meet appropriate standards or has been tested and found suitable for use in a specified manner. NOTE: The means for identifying listed equipment may vary for each organization concerned with product evaluation, some of which do not recognize equipment as listed unless it is also labeled. The "authority having jurisdiction" should utilize the system employed by the listing organization to identify a listed product.

**Manufacturer.** The person or persons, company firm, corporation, partnership, or other organization responsible for taking raw materials or components and making a finished product.

**May.** A term indicating a permissive use or an acceptable alternative to a specified requirement.

**Member.** An authorized Participant in the Program. (See "**Participant**" and "**End User**")

**Motor Vehicle.** The meaning of this term shall be based on the legal definition ascribed to it by the laws and/or regulations of the state in which any specific sale made pursuant to a Contract takes place.

**Must.** A term indicating a mandatory requirement.

**Offer or Offering.** Any product or service offered in reply to this Invitation.

**Offeror.** Any entity that submits a competitive bid or proposal in response to this Invitation. Bidder or Proposer.

**Participant.** Generally, any qualifying governmental or non-profit entity which has executed an Interlocal Contract for cooperative purchasing services with **H-GAC**.

**Product Liability Insurance.** Failure of Components and/or assembled equipment resulting in personal injury, disability or death and/or property damage is covered under the product liability insurance provisions.

**Product or Product Item.** Any of the specific goods, materials, equipment or service(s) specified in this Invitation. This term encompasses the base line item itself, and any and all accessories, options, modifications, ancillary services, assembly, testing, etc. that may be included in the delivered Product.

**Proposer.** Any entity that submits a competitive proposal in response to this Invitation. (See also "**Offeror**")

**Purchaser.** The **End User** having responsibility for the specification, requisition, ordering and acceptance of the Product or Service. (See also "**End User**")

**Purchasing Authority.** The agency that has sole responsibility and authority for negotiating, placing and, if necessary, modifying any solicitation, purchase order, or other award issued by a governing body [**H-GAC**].

**Quotation.** See "Contract Pricing Worksheet".

**Receipt.** Receipt takes place when a Product or Service is delivered to an **End User** and a document is executed that establishes that the Product is now in the possession of the **End User** or that the Service has been completed. Receipt DOES NOT connote or imply Acceptance.

**Response.** All or part of any offering submitted in response to this Invitation.

**Shall.** A term indicating a mandatory requirement or action.

**Should.** A term indicating a recommended or advised response to a specified requirement.

**Vendor.** A manufacturer's representative or dealer authorized to make sales and supply parts and service.

#### **Acronyms:**

ANSI = American National Standards Institute

ASTM = American Society for Testing and Materials

ASME = American Society of Mechanical Engineers

CFR = U.S. Code of Federal Regulations



DOJ = U.S. Department Of Justice  
DOT = U.S. Department Of Transportation  
EPA = U.S. Environmental Protection Agency  
FAA = Federal Aviation Administration  
FMVSS = U.S. Federal Motor Vehicle Safety Standards  
H-GAC = Houston-Galveston Area Council of Governments  
IEEE = Institute of Electrical and Electronics Engineers  
MVD = Motor Vehicle Division of Texas Department of Transportation  
NFPA = National Fire Protection Association  
NHTSA = National Highway Traffic Safety Administration  
NIOSH = National Institute For Occupational Safety And Health  
NIST = National Institute of Standards and Technology  
NTEA = National Truck Equipment Association  
OSHA = U.S. Occupational Safety and Health Administration  
RRC = Railroad Commission of Texas  
SAE = Society of Automotive Engineers  
TBPC = Texas Building and Procurement Commission (formerly GSC)  
TxDOT = Texas Department Of Transportation  
UL = Underwriter's Laboratories Inc.  
VTCS = Vernon's Texas Civil Statutes

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### 3. NON-BINDING ORAL COMMENTS

No oral comment, utterance or response made by any employee, member, or agent of H-GAC or any Member of the Cooperative Purchasing Program shall be considered factual or binding with regard to this Invitation, or any contract awarded as a result of this Invitation. Valid and binding terms, conditions, provisions, changes or clarifications, or requests thereof, shall ONLY be communicated written form.

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### 4. STRUCTURE OF RESPONSE

Depending on the Product or Service, market structures and sales practices can differ substantially. For example, dealers may sell into any market or may be restricted to certain territories, manufacturers may sell direct or may be limited by law to selling thru independent dealerships, etc. H-GAC's objective is to ensure that End Users, no matter where located, can buy contracted products/services and receive quality and timely service and support, while at the same time allowing for the most appropriate and effective response to this Invitation. Therefore, responses to this Invitation will be accepted in conformance with the following scenarios and requirements:

#### **A. Single Respondent Acting Alone Or As "Lead" For A Group:**

**Offeror** shall complete and sign a **Form A** and, if contracted, shall be solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers who actually deliver the products or services.

#### **B. Multiple Respondents Acting Jointly:**

A single Response shall be submitted, and each party to the Response shall complete and sign a separate **Form A** to be included in the single Response. If the Response is successful each party shall sign a separate contract with H-GAC and shall be responsible for compliance with all terms and conditions. Only those which have executed a written contract with H-GAC may process purchase orders and payments.

**In any event, Offeror may be a party to one, and only one, response.**

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### 5. BASIC REQUIREMENTS & CONDITIONS

- a. The final requirements and specifications contained herein may be different, perhaps materially, from those in the "Invitation To Attend Pre-Bid / Pre-Proposal Conference", if any. It is **Offeror's** sole responsibility to thoroughly examine and review all documentation associated with this Invitation, including any Addendums, and to insure that any response submitted complies in every respect with all requirements.



- b. Any Addendum to this Invitation which may be required prior to the Response due date will be delivered to those prospective Offerors of record who have previously obtained a copy of this Invitation from **H-GAC**. Prospective Offerors shall be responsible for obtaining all documents relating to submission of a Response.
- c. **Offeror** shall thoroughly examine any drawings, specifications, schedules, instructions and any other documents, supplied as a part of this Invitation, and is solely responsible for understanding and compliance.
- d. **H-GAC** shall not be liable for **Offeror's** incomplete documentation, or for any costs associated with preparation and submission of any Response hereto. Additionally, all components of any Response become the property of **H-GAC**, and shall be considered to be in the public domain.
- e. **Offeror** shall make all investigations necessary to become thoroughly informed regarding any plan and/or infrastructure that may be required to support delivery of any Product or Service covered by this Invitation. No plea of ignorance by **Offeror** stemming from failure to investigate conditions that may now or hereafter exist, shall be accepted as a basis for varying **H-GAC's** requirements, or **Offeror's/Contractor's** obligations or entitlements.
- f. Requests for changes to the requirements or specifications herein must be in writing (e-mail, fax, letter) and must be received by **H-GAC** no later than fifteen (15) calendar days prior to the Response Due Date. **H-GAC** will review such requests, but may or may not make changes at its sole discretion. Changes, if any, will only be made by written Addendum sent to addressees of record. In any event, it is **Offeror's** sole responsibility to insure that any and all Addendums which may have been issued have been received and addressed.
- g. By submission of a response, **Offeror** expressly understands and agrees that all terms and conditions herein will be part of any subsequent contract that is executed pursuant to this Invitation.
- h. **Offeror** is advised that all **H-GAC** contracts are subject to the legal requirements established in any applicable Local, State or Federal statute.
- i. **Offeror/Contractor** must be in compliance with all licensing, permitting, registration and other applicable legal or regulatory requirements imposed by any governmental authority having jurisdiction. It is **Offeror/Contractor's** responsibility to insure that this requirement is met, and to supply to **H-GAC** upon request, copies of any license, permit or other documentation bearing on such compliance.
- j. Unless otherwise established elsewhere in this Invitation, NO minimum purchase quantities or spending levels are provided or guaranteed by **H-GAC** or any **End User**.
- k. This Invitation is not meant to restrict competition, but rather is intended to allow for a wide range of responses.
- l. Responses which are 'qualified' with conditional clauses or alterations of or exceptions to any of the terms and conditions in this Invitation may be deemed non-compliant at **H-GAC's** sole discretion.
- m. The term '**Offeror**', or derivative thereof, shall become synonymous with '**Contractor**' for any successful **Offeror** recommended for a contract pursuant to this Invitation.
- n. **H-GAC** reserves the right to:
  - Reject any and all offers received in response to this Invitation.
  - Reject any part of an offer received in response to this Invitation.
  - Determine the correct price and/or terminology in the event of any discrepancies in any response.
  - Accept a response from, and enter into agreement with, other than the lowest price **Offeror**.
  - Accept responses and award contracts to as many or as few **Offerors** as **H-GAC** may select.
  - Amend, waive, modify, or withdraw (in part or in whole) this Invitation, or any requirements herein.
  - Hold discussions with **Offerors**, although award may be made without discussion.
  - Request an **Offeror** to give a presentation of the Response at a time and place scheduled by **H-GAC**.
  - Exercise any of these rights at any time without liability to any **Offeror**.
- o. **H-GAC** reserves the right to determine that conditions exist which prevent the public opening of responses on the date and at the time advertised, and to reschedule the public opening for a future date and time. Responses received by **H-GAC** by the original deadline will be secured unopened until the rescheduled opening date and time, and those having timely submitted such responses will be notified.

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## 6. OFFEROR'S AUTHORIZED SIGNATORY

The signatory shall be authorized to sign and contractually bind **Offeror**, and shall sign any and all Response documentation requiring a signature.



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## 7. SURETY FOR INSURANCE

**Contractor** shall be responsible for using a surety company properly licensed by any and all states in which Contractor will do business with Participants. The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policy holders, provided any risk or portion of any risk shall have been reinsured, and such reinsurance shall be deducted in determining the limitation of risk applicable to **H-GAC's** insurance requirements.

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## 8. CONFIDENTIAL / PROPRIETARY MATERIALS

All documentation submitted as part of **Offeror's** response to this Invitation will be considered to be in the public domain and may be made available to Members and others, after contract award, upon properly submitted request. If **Offeror** submits documents marked “confidential” or “proprietary”, the Response may be deemed non-compliant.

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## 9. REFERENCES

- a. **Offeror** shall list the names of at least five government agencies within the continental United States which have purchased from **Offeror** products or services similar to those covered by this Invitation, within the last two years. **H-GAC** reserves the right to determine if such products or services are appropriately similar.
- b. **Offeror** may provide reference information in whatever format desired, but each should include the following specific information:
  - Agency name
  - Contact person name
  - Address
  - Phone & Fax numbers
  - Description of product(s) or service(s) and date sold
- c. Other information, including criticism however learned, may be used by **H-GAC** in evaluation of responses.

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## 10. INSURANCE

- a. Unless otherwise stipulated in Section B, **Offeror/Contractor** must have the following insurance and coverage minimums:

**General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.

**Product liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B – Product Specific of this Invitation.

**Property Damage or Destruction** insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.
- b. Insurance coverage shall be in effect for the length of any contract made pursuant to this Invitation, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Offeror/Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Offeror/Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.



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## 11. OFFEROR CERTIFICATIONS

**Offeror, by submission of a Response hereto, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.**

### **Non-Collusive Response**

- a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other **Offeror** or potential competitor.
- b. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by **Offeror** and will not be knowingly disclosed by **Offeror** prior to the public response opening, either directly or indirectly, to any other **Offeror** or competitor.
- c. No attempt has been made or will be made by **Offeror** to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

### **Non-Biased Specifications**

This Invitation contains no requirements considered to be unduly biased in favor of **Offeror** or any other **Offerors** that may be competing for this procurement.

### **No Financial Interest or Other Conflict**

- a. No **H-GAC** officer, employee, Board of Directors member or member of any **H-GAC** board or commission, nor family member of any such person, has a financial interest, direct or indirect, in **Offeror** or in any contract **Offeror** might enter into with **H-GAC**.
- b. No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any officer, employee, Board of Directors member, or member of any **H-GAC** board or commission, nor to any family member of any such person.

### **Debarment and Suspension Status**

- a. **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- b. **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgement rendered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- c. **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- d. **Offeror** has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

### **Insurance Coverages**

**Offeror** has and will maintain insurance coverage in accordance with the requirements of this Invitation.

### **Licensing & Permits**

**Offeror(s)** has (have) all licenses and/or permits, required by any and all governmental entities having jurisdiction, to legally sell the products/services offered.

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## 12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

- a. To satisfy Texas' statutory requirements [Government Code, Chapter 2161, Subchapter D], **H-GAC** requires all **Offerors** to supply information in any bid/proposal response listing (1) the total number of subcontracts and (2) the total number of HUB contracts applicable to the Products or Services offered in the response. Local governments often require this information for their own reporting requirements prior to placing orders through the **H-GAC** Cooperative Purchasing Program.
- b. **Offeror** must complete **Form B** and include subcontracts with HUB's that provide any materials or services related to sales that may be made thru **H-GAC's** Cooperative Purchasing Program.



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### 13. NON-RESIDENT RECIPROCAL SALES ACT

As required by Texas Civil Statutes in the award of contracts, an offeror which is not a Texas resident business must determine if its state of residence prohibits award of government contracts to Texas resident offerors without penalty. If **Offeror's** resident state DOES penalize Texas offerors, **Offeror** must provide this information along with a copy of its applicable resident state's statute in the Response.

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### 14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

Sales of motor vehicles in the State of Texas are subject to the Texas Motor Vehicle Commission Code. If this Invitation includes any motor vehicle to be sold in the State of Texas, **Offeror** certifies by submission of a response hereto that all required Texas Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses **have been submitted with the Response**. Further, it shall be **Contractor's** responsibility to keep current all required Texas Motor Vehicle Commission licensing during the term of the contract, and to furnish license copies at any time on request by **H-GAC**. If **Contractor** does not maintain current licensing, **H-GAC** reserves the right to immediately terminate the contract.

<p><b>NOTE:</b> In accordance with the Texas Motor Vehicle Commission Code, contracts for motor vehicles to be sold within the state of Texas may be made <b>ONLY</b> with properly licensed Texas Motor Vehicle Dealers. Therefore, to be considered for a contract covering Texas End Users, the Response must include a <b>Form A</b> from a licensed Texas Motor Vehicle Dealer</p>
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### 15. INTENT AND SCOPE OF SPECIFICATIONS

- a. The intent of the specifications herein is to provide **Offeror** with sufficient information concerning the Products/Services to be contracted such that **Offeror** can prepare and submit an acceptable Response.
- b. The specifications may be detailed or general in nature with regard to any particular Product/Service. Where not otherwise specified, details of construction, materials, or the way in which services will be provided, are left to the discretion of the **Offeror**, provided only that any offering shall conform, as a minimum, to best Industry standards and practices and to what is currently being sold in the marketplace.
- c. Responses shall be considered only from **Offerors** that have established good reputations in their markets, and who furnish satisfactory evidence of ability to supply the Products/Services specified herein.
- d. **Offeror** shall show proof of ability to provide to **End Users** prompt and competent service, including parts if applicable, for all Products/Services covered by this Invitation, by proper completion of a Service Organization Document as described elsewhere herein.

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### 16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must, unless otherwise stipulated in Section B:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype insofar as the general design, operation and performance. This requirement is NOT meant to preclude **Offeror** from offering new models or configurations which incorporate improvements in a current design or add functionality, but which in such new model or configuration may be new to the marketplace.
- c. Include any and all accessories which may or may not be specifically mentioned herein, but which are normally furnished or which are necessary to make a delivered Product ready for its intended use. Such accessories shall be assembled, installed and adjusted such that the Product is ready for continuous operation at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a particular Product as may be purchased simultaneously by any individual **End User**.
- a. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- b. Be available for inspection at any time prior to or after procurement.

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### 17. PRODUCT CODES

Unless otherwise addressed in Section B of this Invitation, the following requirements shall apply:



- a. Each Product/Service offered shall be uniquely identified using an **H-GAC** Product Code, which shall be determined as described in Section B of this Invitation. **Offeror** shall offer ONLY ONE Product for any particular Product Code. For example, **Offeror** may wish to submit a bid for Product Code ABC and may have another offering that also meets the requirements for ABC. **Offeror** MAY NOT submit two offerings for ABC. The alternate offering that also meets the requirements for ABC must be offered as an option "upgrade/downgrade" to ABC on **Form E**.
- b. Pricing for optional upgrades or downgrades to base bid items should be quoted as an "adder" or "deduct" amount as appropriate, to be applied to the offered price of the base Product Item listed on **Form D**.
- c. Base bid items and their associated HGACBuy Product Codes are included in the Section B and/or on **Form D**.
- d. Selection of Product Codes for which to submit an offer is at **Offeror's** sole discretion.

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## 18. SPECIFIC DESCRIPTIVE REFERENCES

Except for Base Product Items listed on Form D, any reference to a specific catalog, data sheet, form, brochure, model name or number, etc. used herein to describe an item such as an option or accessory is only descriptive and is not to be considered restrictive unless otherwise noted. Such references are normally used only to indicate a type, general description, level of quality and/or required performance standards.

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## 19. MANUALS

Unless otherwise specified or superceded herein, each Product delivered under an **H-GAC** contract, and if applicable any options thereto, shall be supplied with at least one (1) copy of a safety and operating manual. The cost of any such manuals must be included in the base price for any Product Item offered hereunder. If more detailed and technically orientated parts and maintenance manuals are available for a Product or option, at a cost, they shall be offered as options on the *FORM* designated herein for such options, or elsewhere in the Response as may be directed herein.

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## 20. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

### Standard Features

- a. The stated minimum requirements for all Products listed herein include what **H-GAC** considers to be "standard" features. Even though such features might normally be offered as options rather than as standard, they are nonetheless considered to be standard in this Invitation, and must be included in the base price for any Product offered. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.
- b. If it is unclear in the Response that an **H-GAC** standard feature is included in the base price, it will be assumed that such is the case. If awarded a contract **Offeror** will be expected to sell the Product with all **H-GAC** specified standard features included in the base price.
- c. Any feature or accessory normally offered by manufacturer as "standard" shall be considered a standard feature and shall be included in the base price of any offering, even though not specifically listed as a requirement in **H-GAC's** specifications. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.

### Options - General

- a. Options are considered to be any features or accessories, other than **H-GAC's** and Manufacturer's "standard" features or accessories.
- b. Options should be offered on the *FORMS* designated for quoting options. Each option should be listed and described on a separate line, and should include any Manufacturer's/Dealer's code number. If no Manufacturer's/Dealer's code number exists, **Offeror** should create one.
- c. Prices for all offered options shall be assumed to include any installation or mounting required to make it a fully functional component of the Product, unless otherwise stated in **Offeror's** response.

### Required Options



- a. Product specifications in this Invitation may include **H-GAC "Required Options"**. If so, **Offeror** must quote a price for ALL such options, and, if there is an **H-GAC Option Code** provided in this Invitation for such options, it MUST be used as part of the description.
- b. For any specific "Required Option", **Offeror** may quote an equivalent so long as its design and performance are as good as, or better than, the specified option item. Responses which do not include pricing for Required Options may be considered non-compliant.

#### **Other Options**

- a. "Suggested" or "Other" options may be listed for any particular Product in this Invitation, and **Offeror** is encouraged to quote pricing for such options. The extent of offered options in any response may be taken into consideration as part of the award criteria, at **H-GAC's** sole discretion.
- b. **Offeror** is encouraged to include options for non-equipment items that may be applicable to a sale, such as: Extended Warranties, Maintenance Agreements, Buy-back or Trade-In Agreements, Out-of-state Delivery Charges, Quantity or Special Discounts, Extended Training Classes, etc.

#### **Published & Unpublished Options**

- a. H-GAC Cooperative Purchasing Program (Program) contracts are awarded through a public competitive bid or proposal (RFP) process. Further to that process, Program policy considers an 'option' listed and priced in a bid or RFP Response: (1) To be a "**Published Option**"; (2) To be part of any awarded contract; and (3) To be available for purchase by Program members separately and independently from associated base line items. However, since Published Options may have not been subjected to the same scrutiny as the associated base line items, it cannot be concluded they were directly competed. Therefore, pursuant to Local Government Code 252.021(a), purchase of a published option costing more than \$50,000 shall not be allowed. Furthermore, **H-GAC** reserves the right at its sole discretion to disallow purchase of any Published Option through the Program if deemed contrary to the intent of the law.
- b. Any option that has not been listed and priced in the Response is considered to be an "**Unpublished Option**". Unpublished Options may be sold, but only in connection with the sale of a base Product Item, and only insofar as the total cost of all Unpublished Options remains below twenty five percent (25%) of the total summed cost of the base Product(s) plus any Published Options.
- c. No Published or Unpublished Option may be sold which essentially converts a Product such that it competes with a Product Item awarded to another contractor.

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## **21. WARRANTIES, SALES & SERVICE**

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Offeror must be a properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the bid invitation or under any **H-GAC** contract.
- b. **Offeror** shall provide detailed Parts and Labor Warranty information with the Response. If **Offeror** submits a warranty with the Response which does not meet the minimum requirements herein, **Offeror** agrees by submission of a Response that such warranty shall be considered to be amended to meet those minimums.
- c. Warranties shall be manufacturer's standard and shall be inclusive of any other warranty requirements which may be stipulated elsewhere herein.
- d. Any warranties offered by a dealer shall be in addition to the manufacturer's standard warranty, and shall not be a substitute for such. **Offeror's** base price for any Product shall be inclusive of the standard warranty.
- e. Complete warranty information will be supplied to **End User** with each Product sold.
- a. Warranties need not apply to normal maintenance service or adjustments, or to any product reasonably shown to have been repaired or altered in any way so as to affect its stability, or to any product which has been subject to misuse, negligence, or accident.
- f. **Offeror/Contractor** is encouraged to offer extended warranties as an option.
- g. Neither **H-GAC** nor **End User** assume any warranty or liability on **Contractor's** behalf unless made or assumed in writing, initiated by **Contractor**, and agreed to in writing by **H-GAC** or the **End User** respectively.
- h. **Contractor** shall be responsible for the execution and effectiveness of all product warranty, and shall be the sole source for solution to problems arising from warranty claims. **Contractor** agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.



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## 22. H-GAC ORDER PROCESSING CHARGE

H-GAC will levy an Order Processing Charge on **Contractor** for each sale done thru the H-GAC contract, with the exception of orders for motor vehicles. Any bid pricing submitted will be considered to include the Charge. The amount of the applicable charge shall be per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge shall be levied on and paid by the **End User**.

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## 23. PRE-PAYMENTS AND DISCOUNTS

- a. Progress, pre-payment and special discounts of any kind may be offered and detailed in the Response. Such discounts shall be clearly explained, but shall not be a determining factor in awarding contracts except in the case of tie offerings.
- b. Quantity discounts applicable to similar Products sold to one or more **End User** Departments may be offered. Determination as to product similarity shall rest solely with **Contractor**.
- c. For specific purchases, any proposed quantity, pre-payment or special discounts shall be clearly shown on the Contract Pricing Worksheet.

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## 24. INSPECTION / TESTING

All Products sold pursuant to this Invitation shall be subject to inspection/testing by or at the direction of H-GAC and/or the ordering **End User**, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Invitation, and unless otherwise agreed in advance, the cost of any inspection and/or testing, shall be borne by the **Contractor**.

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## 25. PRODUCT DELIVERY

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to **End User** at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by **End User** unless otherwise agreed to by **Contractor**. If **Contractor** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If **End User** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".
- b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on **Form E**. Any freight, shipping or delivery charged to **End User** will be prepaid and added to the invoice, and will be clearly shown on any Contract Pricing Worksheet or other quote presented to the **End User**.
- c. The estimated delivery time after receipt of order (ARO), inclusive of Saturdays, Sundays and holidays, for all Products offered must be stated in the Response. Actual delivery for any particular order must be confirmed with **End User** at time of order placement, and must be stated clearly on the Contract Pricing Worksheet.
- d. **Contractor** shall be responsible for delivery and Acceptance according to the requirements of the Contract and the Purchase Order.
- e. Contractor shall advise **End User** prior to making any shipment/delivery, and shall make such shipment/delivery in accordance with **End User's** requirements, providing only that such arrangements do not contravene any requirement of the H-GAC contract unless agreed to by **Contractor**.
- f. The execution of all required tests, certifications and/or licensing, and costs thereof, shall be the responsibility of **Contractor**. Upon request by **End User** or H-GAC, **Contractor** shall provide any documentation or certification related to such tests, certifications or licensing.

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## 26. OFFERED PRODUCT ITEM VARIANCES

Any variance in the specifications or performance of Products offered pursuant to this Invitation shall be acceptable to H-GAC only insofar as it MEETS or EXCEEDS the specifications and requirements of this Invitation.

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## 27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Responses shall be submitted in two complete printed sets including an Original and one (1) Copy in separate "hard side" three-ring binders. The outer spine of each binder shall be labeled showing this Invitation No., **Offeror** Name, and either "Original" or "Copy", as applicable. The Original printed response will be



considered to be the binding Response in case of any conflicts between printed copies and electronic copies. Except for required forms, **H-GAC** Invitation documents should not be included in the Response.

- b. The Original and the Copy shall be submitted complete, except that the Electronic Media should be submitted only with the Copy.
- c. All required **H-GAC FORMS** and documents shall be properly completed, without exception or Offeror's Response may be deemed non-compliant. **Offeror** may not modify the format of any **H-GAC FORM** in any way. **Offeror** may photocopy or print blank **FORMS** as needed. Information submitted on the printed copies of the **FORMS** may not be handwritten except for signatures and initials. It is **Offeror's** responsibility to insure that printed **FORMS** are clear and legible. Handwritten and illegible entries may be rejected. **Offeror's** printed, stamped or typed name shall appear on every **FORM** submitted in the Response.
- d. **The entire response submission** shall also be submitted on electronic media, including all required **H-GAC FORMS**. **Offeror** is strongly advised to make and work with copies of the original electronic **FORMS**. The originals can then be used to make additional electronic or printed copies of the blank **FORMS**. Signatures are not required on the electronic **FORMS**.
- e. The Response shall include ample written evidence, in the form of technical specifications, cut/tear sheets, brochures, pictures, drawings, etc., to demonstrate that all specifications herein have been met and/or exceeded.
- f. The Response shall include, in any format desired, an overview of the **Service Organization** which will support Products sold under any **H-GAC** contract. The overview must include facility locations, phone numbers and Service Manager names, as well as the following:
  - The procedure to be used by an **End User** requiring repairs.
  - Typical turn-around time on repairs.
  - Service Department days and hours of operation.
  - Number of qualified / factory trained service personnel normally on hand.
  - Description of the parts inventory on hand.
  - Training services, facilities and personnel available.
- g. Responses shall be enclosed in a sealed package(s) addressed to the Houston-Galveston Area Council, Cooperative Purchasing. The following information shall be stated on the exterior of the package(s):
  - Name and address of **Offeror**.
  - Date and hour of public response opening.
  - Bid/Proposal Invitation number.
  - The statement: "**SEALED BID/PROPOSAL, DO NOT OPEN IN MAIL ROOM**".**H-GAC** shall not be responsible for any Response not properly labeled.
- h. Submission of a COMPLETE Response by telegraphic or electronic transmission is not acceptable. However, Responses may be modified by telegraphic or electronic notice if such notice is received prior to the deadline for submission.
- i. Samples, when required, shall be submitted within the time specified and at no expense to **H-GAC**. If not destroyed or consumed during testing, samples will be returned upon request at **Offeror's** expense.
- j. **Offeror** shall provide firm contract pricing for all Products and Options being offered.
- k. If applicable, responses shall include copies of all current licensing which may be required by the Texas Motor Vehicle Division for execution of sales pursuant to any contract with **H-GAC**.
- l. Due to the complexity of responses and to aid in evaluation, the Response should contain **ALL** required information in tabbed sections as detailed below. Omission of any required **FORM** or information will be sufficient grounds for **H-GAC** to consider your response to be non-compliant.
- m. **First Section:**
  - **Form(s) A – Offeror Identification & Signatory:** Identifies the offering party(ies), and should be completed by each party to the Response. If awarded, a contract will be executed with each.
  - **Form B – Historically Underutilized Business Enterprises:** Used to collect information about disadvantaged and minority suppliers and subcontractors, and to commit **Offeror** to working with Participants toward their program goals.
  - **Form C – Response Checklist:** Certification, and also an aid, to insure that all required information has been included in your Response.



- **Form W-9 – Request for Taxpayer Identification Number and Certification:** Should be completed by each party to the response.
- **Form CIQ – Conflict Of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with **H-GAC** to file a Conflict of Interest Questionnaire (CIQ) if they have an employment or other business relationship with an **H-GAC** officer or an officer's close family member. The required questionnaire is located at the Texas Ethics Commission website: [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm). It is Bidder's responsibility to download the form and furnish a completed copy with the Response.
- **Form 1295 – Certificate of Interested Parties** – Must be filled out electronically with the Texas Ethics Commission's online filing application, printed out, signed and provided from each entity that has submitted a Form A for this submission.
- **House Bill HB 89 Verification Form** – completed and signed and provided from each entity that has submitted a Form A for this submission.
- **References**, formatted as described elsewhere herein.
- **Service Organization Document**, formatted as described elsewhere herein.

#### **Second Section:**

- **Form D – Offered Items Pricing:** For Bids, contains the list of the Product Items covered by this Invitation. Select the items offered and fill in the price for each. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form E – Published Options:** Used to list and price all offered options. List, each on a separate line, all upgrades, downgrades, optional equipment, features, accessories and services which you desire to sell thru the **H-GAC** contract, if awarded. Published catalogs/price sheets may be listed, along with the discount structure that will apply. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)

#### **Third Section:**

- Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly list and show all the standard features and capabilities of each Product Item offered on Form D.
- Warranty Documentation, as described elsewhere herein, for all items offered.

#### **Fourth Section:**

- Copies of any applicable Texas MVD Licenses.
  - Electronic Media, containing the complete response including all required *FORMS*, stored in a pouch or an envelope such that it will not fall out of the binder. (Required in 'Copy' only, not in 'Original'.)
- n. By submittal of Response, **Offeror** certifies to the best of its knowledge that all information is true and correct.

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## **28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS**

- If **Offeror** is in doubt as to the meaning of any item in this Invitation, a written request for clarification may be submitted to **H-GAC** up to fifteen (15) calendar days prior to the deadline for response submission. **H-GAC** shall not be responsible for late delivery. Requests may be transmitted by FAX or e-mail to the assigned Specification Specialist, and should clearly reference this Invitation number and the specific page and paragraph in question. If there are multiple questions, they should be stated separately and numbered.
- Any interpretation of Invitation documents, if made, will be by written Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person officially on record as having been sent a copy of this Invitation. **H-GAC** will not be responsible for any other explanation or interpretation of the Invitation documents made or given prior to the award of the contract.
- Any objections to the Invitation documents must be filed in writing with **H-GAC** on or before fifteen (15) calendar days prior to the deadline for submission of responses.
- Prospective offerors are advised that, after a draft specification has been issued, the Pre-Bid/Proposal Conference is the primary forum through which comments and suggestions may be offered for consideration by **H-GAC** prior to issuance of the final invitation and specifications.



- e. All best efforts have been made to insure that the product/service descriptions and associated specification information in Sections B & C are correct, and adequate time has been given to prospective Offerors to point out mistakes. However, if an error remains and is caught by Offeror before the scheduled bid/proposal opening, Offeror shall make note of the required correction in the Response, and shall also notify **H-GAC** prior to the opening of responses.

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## 29. INCONSISTENT INFORMATION

**H-GAC** review of responses supplied on **H-GAC FORMS** is a significant part of the evaluation process. **Offeror** shall state clearly all information required on the **FORMS**. **Offeror's** information supplied on the **FORMS** shall take precedence in the event any standard “boilerplate” type language included in **Offeror's** response is inconsistent with the information supplied by **Offeror** on the **H-GAC FORMS**. In all cases, information on **H-GAC's** printed **FORMS** supplied as part of **Offeror's** response shall take precedence over information supplied on electronic media.

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## 30. REJECTION OF RESPONSES

- a. **H-GAC** may reject a response if:
- **Offeror** misstates or conceals any material fact in the Response, or if,
  - **Offeror** does not strictly conform to law or the requirements of this Invitation.
- b. **H-GAC** may reject any and all responses, and may reject any part of a response.
- c. **H-GAC, at its sole discretion**, may also waive any formalities or irregularities in any response, or ask for corrected information except for pricing.
- d. **The following occurrences require disqualification of the bid/proposals:**
- Unsigned or unauthorized signatures on bids/proposals;
  - Bids received after the date and time for opening
  - Bids where prices are conditional on award of another bid or are subject to unlimited escalation
- e. **H-GAC** may refuse to award a contract to or enter into a transaction with an apparent low bidder if that bidder is indebted to **H-GAC**.

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## 31. WITHDRAWAL OR MODIFICATION OF RESPONSES

Once received by **H-GAC**, responses may be modified or withdrawn prior to the submission deadline only if the request to do so is in writing submitted by **Offeror's** authorized representative. Responses and requests for modification received after the submission deadline will not be accepted. Requests for response withdrawal received after the submission deadline will be accepted if the request to do so is in writing submitted by **Offeror's** authorized representative.

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## 32. RESPONSE EVALUATION

### For Bid Responses:

- a. Section B will state whether the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for **H-GAC** and its participants.
- b. If the contract will be awarded based on best value, Section B will state any relevant criteria which **H-GAC** will consider.
- c. For each offered Product Item, **H-GAC** may use the offered price, prices for Required Options, and the prices of selected common Published Options to determine the lowest responsible offer.
- d. Failure of **Offeror** to submit pricing for frequently purchased options and any **H-GAC** required options may cause response to be considered non-compliant at **H-GAC's** sole discretion.

### For Proposal Responses:

- e. **H-GAC** will evaluate proposals as detailed in Section B.
- f. By submission of a Response Offeror indicates acceptance of the evaluation technique, and recognizes and accepts that **H-GAC** may at its sole discretion make subjective judgments during the evaluation process.



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### 33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD

In the event of conflict between this document and any references or documents cited herein, this document shall take precedence prior to contract award.

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### 34. AWARD OF CONTRACT

- a. **H-GAC** reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Offeror's response and accepted by **H-GAC** are understood to be included in any contract.
- b. **H-GAC** shall award contract(s) for line items or groups of line items, at its sole discretion.
- c. With authority granted by the **H-GAC** Board of Directors, a written contract shall be presented to the successful **Offeror(s)** and shall be subject to acceptance by the successful **Offeror(s)** within forty-five (45) calendar days after presentation by **H-GAC**. If a contract is not executed within forty-five (45) calendar days, **H-GAC** may rescind the contract offer and award a contract to the next **Offeror** in order of rank as determined by **H-GAC**.
- d. Delivery time and prompt payment discounts, including time allowed for payment, may be considered in tie-breaking of offers which are judged by **H-GAC** to be equal in all other criteria.
- e. The contract shall include the following documents in the stated order of precedence:
  - 1st The contract document signed by **H-GAC** and **Offeror**.
  - 2nd This Invitation and all specifications referenced herein.
  - 3rd **Offeror's** response to this Invitation.

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### 35. PRO-FORMA CONTRACT

This Invitation includes a Pro-Forma (sample) Contract which successful offerors will be expected to sign. The actual final contract will be the same or nearly the same as the Pro-Forma. NOTE: Successful Offerors MAY NOT process any purchase orders until the contract documents have been executed and returned to H-GAC.

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### 36. CONTRACT TERM

The contract shall be in effect throughout the period stated elsewhere in the contract documents, and thereafter until such time as any outstanding orders against the contract have been fulfilled. The contract may be extended if deemed by **H-GAC** to be in the best interests of the Program, and subject to mutual agreement of the parties.

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### 37. PERFORMANCE & PAYMENT BOND

**H-GAC's** contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **Contractor** must be prepared to offer a PPB to cover any specific order if so requested by **End User**. **Contractor** shall quote a price to **End User** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **End User's** purchase order.

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### 38. CHANGE ORDERS

**End Users** shall have the right to make additions by addenda for the purpose of clarification or inclusion of additional specifications, qualifications, conditions, etc. Any such addenda shall be made in writing and agreed upon by **Contractor** and the **End User** agency prior to issuance of any Change Order. A copy of any such Change Order shall be furnished by **Contractor** to **H-GAC**.

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### 39. DUPLICATION OF TERMS OR STATEMENTS

Where statements or terms are duplicated or are extremely similar, **H-GAC** and the **End User** reserve the right to use the statement or term most favorable to **H-GAC** and/or the **End User**.

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### 40. PUBLICITY

**H-GAC** encourages contractors to "market" the Program, and can provide some information and artwork to be used in published promotional materials. However, any publicity or published material released by **Contractor** referencing the contract, whether in the form of a press release, brochure, photographic coverage, or verbal announcement, shall be issued only with prior review and approval by H-GAC.



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#### 41. TAXES

**HGAC** and **End User** participants are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. **Offeror** shall not include any such taxes in the Response. Further, it shall be the responsibility of **Contractor** to determine the applicability of any taxes to a particular order and act accordingly. Exemption certificates will be provided upon request.

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#### 42. DRUG FREE WORKPLACE

**Contractor** shall provide notice to its employees and sub-contractors, as required under the Drug-Free Workplace Act of 1988. A copy of **Contractor's** Drug-Free Workplace policy shall, on request, be furnished to any **End User**.

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#### 43. PRODUCT NOTICES & MAILINGS

**H-GAC** is NOT the owner of Products sold pursuant to this Invitation, but acts only in the capacity of purchasing agent. In that regard, **Contractor** accepts sole responsibility for insuring that notices and mailings, such as Safety Alerts, Safety Recall Notices and Customer Surveys, are sent directly to the **End User** of record.

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#### 44. HANDLING OF ORDERS & PAYMENTS

In general, orders and payments will be handled as described below. More specific instructions and information regarding handling of purchase orders and the Order Processing Charge may be provided after contract award. Established procedures may be changed at any time by **H-GAC** as may be dictated by efficient business practice. The particulars of any sale, e.g. specific products, pricing, delivery, warranty, etc., will be in strict accordance with the terms and conditions of this Invitation and the specific contract awarded to **Contractor**. Beyond that:

- a. For any particular procurement to be made under the provisions of an **H-GAC** contract, **End User** and **Contractor** will discuss requirements and agree as to what will be provided.
- b. **Contractor** will prepare a Contract Pricing Worksheet and provide it to **End User**. The Worksheet will list everything being purchased including the base bid item(s), all published and unpublished options and the delivery date. All pricing shall be per the current contract.
- c. **End User** will send a purchase document to **Contractor**, which **Contractor** will send **H-GAC** together with the Contract Pricing Worksheet. **NOTE: Contractor** agrees not to offer, agree to or accept from **End User** any terms or conditions that conflict with or contravene those in **Contractor's** **H-GAC** contract, except for pricing discounts.
- d. **H-GAC** will prepare an "Order Confirmation" and send it to **End User** and to **Contractor**. The Order Confirmation verifies that **Contractor** has a valid **H-GAC** contract and that the order is in compliance with the requirements of the **H-GAC** Cooperative Purchasing Program. **Contractor** will not ship any goods before receipt of both **End User's** purchase document and **H-GAC's** Order Confirmation.
- e. On notification that **Contractor** has received an order, **H-GAC** will invoice **Contractor** for the applicable Order Processing Charge. **NOTE: The Order Processing Charge is charged to Contractor, EXCEPT in the case of motor vehicles.** For all sales of motor vehicles the Order Processing Charge is levied on the **End User**, collected by **Contractor**, and remitted to **H-GAC** by **Contractor**.
- f. **Contractor** will deliver products/services ordered, and will invoice **End User** for products/services accepted by **End User**. (See other Sub-Section herein dealing with Product Delivery.) **Contractor** will not invoice before shipment has been made.
- g. **End User** will pay **Contractor** for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to **End User** for any cost related to a purchase order issued to **Contractor** for products/services covered by an **H-GAC** contract, such invoice shall be forwarded to **Contractor** and **Contractor** will take action to correct the error.
- h. Upon delivery of any product/service by **Contractor** and acceptance by **End User**, **Contractor** shall remit to **H-GAC** the full amount of the applicable Order Processing Charge in accordance with the payment terms established in the **H-GAC** contract. Note, the Order Processing Charge is due whether or not **Contractor** has ever received an invoice from **H-GAC**. Sales executed based on the particulars of **Contractor's** **H-GAC** contract, without payment of the Order Processing Charge, may constitute fraud.



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#### 45. PRICE CHANGES

- a. Any permanent increase or decrease in offered pricing for a base contract item or published option is considered to be a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
- b. Except in the case of contracted published catalogs and price sheets, prices for Base Bid Items and Published Options are expected to be held firm for a minimum of 90 days from the date an awarded Offeror signs the H-GAC contract. Thereafter, changes will be considered if accompanied by justifying documentation satisfactory to H-GAC. For published catalogs and price sheets which are on an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet may be submitted whenever the manufacturer publishes the new document. Any such request must include the new catalog or price sheet.
- c. If **Contractor** routinely offers discounted contract pricing, **H-GAC** may request **Contractor** to accept amended contract pricing equivalent to the routinely discounted pricing.
- d. No price change will be allowed unless it has been reviewed and approved by **H-GAC** in writing. **Contractor** must have received **H-GAC's** written approval of any change prior to charging the new price or using it in any quotation prepared for an End User.
- e. Price change requests must be submitted to **H-GAC** in writing and must be received by **H-GAC** at least thirty (30) calendar days prior to the requested effective date of the change, and must state the time period for which the requested pricing will remain firm.
- f. Price change requests shall include **H-GAC Forms D and E**, or whatever documentation was used to submit pricing in the original Response hereto, showing all affected items with current contract price, requested price, and percentage change shown clearly for each. This documentation should be submitted in MSExcel format to facilitate analysis and updating of the website.
- g. Price change requests **MUST** be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that **Contractor's actual costs** have increased. The Producer Price Index (PPI) may be used as partial justification, subject to approval by **H-GAC**, but no price increase based solely on an increase in the PPI will be allowed.
- h. All Products shall, at time of sale, be equipped as may be required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to such government requirements which cause a manufacturer's costs of production to increase, **Contractor** may increase Product pricing to the extent of **Contractor's** actual cost increase. The increase must be substantiated with support documentation acceptable to **H-GAC** prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale shall be the responsibility of the **End-User**.
- i. In cases involving contract extensions exceeding sixty-one (61) days beyond the stated expiration date of the contract, **Contractor** may request a price change based on the same conditions as stated above. However the thirty (30) day prior notice is waived and **H-GAC** will consider the request immediately on receipt.
- j. H-GAC reserves the right to accept or reject any price change request. Acceptance, if granted, will be in writing and the approved changes will become part of the contract.

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#### 46. CONTRACT ITEM CHANGES

- a. If a manufacturer discontinues a contracted item, that item will automatically be considered to be deleted from the contract with no penalty to Contractor. However, **H-GAC** may at its sole discretion elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.
- b. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise **H-GAC** of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. Otherwise **H-GAC** may allow or reject the change, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion. If the change is rejected there will be no penalty to Contractor.
- c. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor shall advise **H-GAC** of the details. **H-GAC** may allow or reject the change at its sole discretion. If the change is rejected there will be no penalty to Contractor. However, **H-GAC** may elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.



- d. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing shall be automatically incorporated into the contract. However, **Contractor** must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. **H-GAC** will respond with written approval.

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#### 47. FORCE MAJEURE

If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident., order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of Force Majeure shall rest solely with **H-GAC**.

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#### 48. PERFORMANCE UNDER CONTRACT

**H-GAC** is committed to insuring that **Contractor** provides effective and efficient service to all Participants in the Cooperative Purchasing Program, and expects that certain Performance Conditions must be met. Failure to meet these conditions may result in contract termination. In that regard, **Contractor shall:**

- a. Appoint a dedicated representative to be the contact person and focal point for all matters relating to End User quotations and orders. The representative shall have: A toll free phone number with voice mail; A fax number; A working e-mail address; and A postal address.
- b. Insure that the representative timely monitors all communication modes listed above, and promptly responds to communications from **End Users** and **H-GAC** in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.
- c. Maintain sufficient qualified staff to promptly process all communications from **H-GAC** or **End Users**, and to efficiently, effectively and accurately service all requirements of the contract.
- d. As may be requested by **H-GAC**, replace any staff members who are not providing the service and expertise deemed necessary by **H-GAC** for acceptable support of **End Users**.
- e. Properly prepare and provide to **End User** a Contract Pricing Worksheet, or a quotation in other format as approved by **H-GAC**, for each and every order that is to be executed.
- f. Furnish, on request of **H-GAC**, reasonable data, forms and graphic material to be used in brochures or other print media, or on **H-GAC's** website.
- g. Allow access to **H-GAC** authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending thru the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to **Contractor**.
- h. **Reporting Requirements:**
  - **Contractor** agrees to submit written quarterly reports to **H-GAC** detailing all transactions during the previous three month period. Such reports shall include, but are not limited to the following:
    - **End User** name
    - Product/Service purchased, including Product Code if applicable
    - End User Purchase Order Number
    - Purchase Order Date
    - Product/Service dollar amount
    - **HGACBuy** Order Processing Charge amount
  - Reports must be provided to **H-GAC** in MSExcel or other acceptable electronic format, and are due by the 30<sup>th</sup> day of the month following the applicable quarter being reported.
- i. Should **Contractor** default in providing Products or Services as required by this Invitation and the contract, recourse may be exercised thru cancellation of the contract and other legal remedies as may be appropriate.

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#### 49. CONTRACTOR ORIENTATION/TRAINING

**H-GAC** believes that **Contractor's** familiarity with the operational policies and requirements of the Cooperative Purchasing Program is a key factor in achieving **End User** satisfaction. In that regard, the Contact Person listed on **Form A**, or an alternate, shall be required to participate in an **H-GAC** vendor orientation/training as soon as



possible after contract award. In addition, any other of Contractor's staff who will be involved in any way with the HGACBuy Program should participate in orientation. The orientation may be presented as a teleconference or webinar, or may be held in **H-GAC**'s offices as may be determined by **H-GAC** and Contractor to be the most efficient and effective form of delivery.

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## **50. LEGAL & CONTRACTUAL REMEDIES**

### **RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS**

#### **Procedure**

Any actual or prospective **Offeror** or **Contractor** who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement. In order for an above mentioned party to enter the grievance process, a written complaint must be sent to the Chief Operations Officer (COO) of **H-GAC** by certified mail which identifies the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of reasons for the protest.
4. Supporting exhibits evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of **H-GAC**'s Procurement Procedures, a violation of State or Federal law (if applicable), or a violation of applicable grant or contract agreements to which **H-GAC** is a party. Failure to receive a procurement award from **H-GAC** in and of itself does not constitute valid grievance. Upon receipt of grievance, the Chief Operations Officer will initiate the informal resolution process.

#### **Expedited Resolution**

The Procurement Officer or Departmental Director responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Chief Operations Officer of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Director is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Chief Operations Officer immediately. The Chief Operations Officer will review all documentation. All interested parties will be given written notice of the date, time, and place of the hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

#### **Appeals**

The complainant may appeal the Chief Operations Officer's decision by submitting a written appeal, within five (5) working days, to the Executive Director of **H-GAC**. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of **H-GAC** has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The **Contractor** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a Court of competent jurisdiction.

### **RESOLUTION OF CONTRACT DISPUTES**

Upon breach or default, **H-GAC** shall give the **Contractor** written notice of default. If the default is not remedied, within a reasonable specified time from date of notification, to the satisfaction and approval of **H-GAC**, default will be declared.

Upon breach of contract or default, **H-GAC** may exercise any and all of its rights afforded by law, including but not limited to those referenced in the General Contract Provisions.

### **SOLICITATIONS OR AWARDS IN VIOLATION OF THE LAW**

Contracts awarded in violation of the competitive process or otherwise in violation of the law are voidable by **H-GAC**.



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**51.      NATIONWIDE SALES OPPORTUNITIES**

**HGACBuy** provides purchasing services to local governments qualifying non-profits throughout the nation, and desires to make established contracts available to them wherever and whenever practicable. Therefore, once a contract is awarded, **Contractor** is expected to expand the scope of its marketing effort to include sales to **End Users** in all areas of the United States, and/or to assign any **H-GAC** contract to another contractor(s) as deemed appropriate by **H-GAC** in the interest of its End Users.

- **Contractor** may sell through **HGACBuy** anywhere subject to compliance with applicable laws and regulations. If the market structure in which **Contractor** operates requires a contract assignment for any particular sale, **H-GAC** will expect **Contractor** to assign the contract to a Manufacturer or to another Dealer(s). Such assignment must be approved by **H-GAC**.
- **Contractor's** differential costs (e.g. transportation & delivery charges) and allowances (e.g. manufacturer's sales incentives) related to any sale may be charged to buyer.

<b>End of Section A General Terms And Conditions</b>
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**SECTION B - PRODUCT SPECIFIC REQUIREMENTS**  
**For**  
**FIRE SERVICE APPARATUS (ALL TYPES)**

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**1. INTRODUCTION**

It is the intent of this bid solicitation to acquire pricing that will be used to establish purchase order contracts for various types of fire apparatus. These specifications describe various categories and specific types of Fire Apparatus, including minimum design and construction characteristics considered necessary to perform desired functions. Any products bid hereunder must meet or exceed all requirements listed or referenced in this Invitation. The basic Product categories covered by this Invitation are:

- A.** Aerial Fire Apparatus (Boom/Platform, Ladder, Ladder/Platform)
- B.** Wildland Fire Apparatus (Brush Fire)
- C.** Pumper Fire Apparatus
- D.** Special Service Apparatus (Rescue, Re-Hab, Hazmat, Mobile Command Center, etc.)
- E.** Pumper-Tanker / Elliptical-Tanker Fire Apparatus
- F.** Aircraft Rescue & Fire-Fighting Vehicles

Specific Product items have been pre-listed on **Form D** to be bid. If options (see below) other than the Base Product Items on **Form D** are being offered, they should be listed on **Form E** as upgrades, downgrades, or modifications to the base Product Item on **Form D** and should be priced using a differential amount based on the bid price for the base Product Item.

**Note:** All products listed on **Form D** shall be considered as base **models/units**. Bidders shall provide pricing on all options **where applicable** as they pertain but not limited to the following:

- Chassis/Cab Builder (manufacturer)
- Cab Designs (2/4 Door/Tilt Cab etc.)
- Cab/Body Sheet Metals (Galvanneal, Formed/Extruded Aluminum, Stainless Steel)
- Rear Axle Configuration (Single/Tandem/Tandem Front Steering/Triple Rear)
- Fire Pump Capacities & Mounting Locations (1250/1500/2500 GPM Pump/rear and mid-mounted)



- Body Configurations (Walk-In/Non-Walk-In Body)
- Aerial Categories (Construction/Turntable Positions/Aerial Device Functions)

**Note: Customer Quotations – If Requested by an End User**, the contractor shall be prepared to provide itemized pricing of the base specification (product code) allowing End User verification of credits/deducts due as a result of upgrades/downgrades to features included in the base specification.

## 2. STRUCTURE OF RESPONSE AND REQUIRED INFORMATION

The following core areas must be addressed specifically in any response to this bid:

- ❖ Proposals **(1-original and 1-copy)**, marked accordingly and in hard-sided 3-ring binders, shall be organized in tabbed sections, each containing ALL required information and/or FORMS as described below.
- ❖ In addition, complete responses shall also be provided in an electronic format such as; CD, thumb-drive, flash-drive, etc., such that the entire response can be uploaded to H-GAC's data system and be made available to End Users as may be requested. A single electronic copy of the solicitation will suffice and should be put with/in the copy binder.
- ❖ **Forms D & E** must be provided in an Excel format. **NOTE:** Keep in mind, the 3-ringed binder marked ORIGINAL is locked away and the entire evaluation process is done from the COPY as well as the electronic copy. Therefore, the 3-ringed binder marked copy must be an exact duplicate of the original including all the signatures and other markings.

Bidder shall provide the information described below, **labeled and tabbed to correspond with the designated Segment (Tab) Headings (A thru G) being bid.** The items in these Tabs (A-G) must be addressed completely.

**\*\* For example, Tab D will be tabbed and have three (3) items to be addressed (1, 2, 3) for this segment. It is this information that will be evaluated and determine the proposers final score.**

**Note: It is extremely important to set-up the binders as instructed. Responses not organized in the prescribed manner may be eliminated from consideration.**

## **Bid Format**

### **TAB - A. Proposer Identification / HUB Status / Checklist.**

Forms A, B, C, G, H, W9, CIQ, 1295, HB89 & CCI. A 1295, W9, CIQ, HB89 & CCI form must be provided from each entity that has submitted a Form A for this submission.

### **Tab B: Licensing & Electronic Media**

Copies of all applicable Texas MVD Licenses. **Electronic Media** containing the complete response including all required FORMS, stored in a pouch or an envelope such as not to fall out of the binder. (Required in "Copy" only, not "Original")



**Tab C: Products & Pricing****Bidder shall provide:**

1. **Form D** (Offered Items Pricing) and **Form E** (Published Options). **Forms D & E** must be in an excel format.
  - Bidder must provide an electronic copy of the complete submission. Electronic copy to be put in the “Copy” binder.
2. Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each Product Code bid on **Form D**.
3. Product information covering basic/standard warranty on equipment/products being offered.

**Tab D: References**

Further to the requirements for references as detailed in Section A, General Terms & Conditions, Bidder must provide references from **at least five (5) local government entities** which have purchased offered Products within the past two years. Information provided shall include, as a minimum:

1. Entity name
2. Contact person's name, address & phone number
3. Description and value of product(s) purchased

Bidder is encouraged to include any letters of endorsement which may be available from the supplied references. In any event, **H-GAC** reserves the right to consider historic information and other facts in its proposal evaluations, whether gained from this proposal, references, or any other source.

**Tab E: Geographic Areas Served**

1. **HGACBuy** is a nationwide program. Describe your Geographic Coverage so H-GAC may evaluate your ability to meet the needs of End Users throughout the United States.
2. Explain how you will market the **HGACBuy** program. Contractors are allowed to use the **HGACBuy** logo on brochures and other printed literature as well as websites and trade shows; subject to prior review and approval by H-GAC.
3. Detail your dealer network (nationwide) and describe how it will be used to promote this program and provide products/services to **H-GAC** members nationwide.

**Tab F: Service Facilities & Personnel**

1. Sales office locations.
2. Factory and Service Center Locations.
3. Technical and maintenance services provided after a sale, and on what basis
4. Warranties, policies and procedures for handling problems
5. Customer training provided, and on what basis?

**Tab G: Customer Contract/Agreement Documents**

Bidder shall provide copies of all documentation that a customer would be required to sign in the event a purchase is made. **H-GAC** shall review documentation relative to consistency with industry/Bidders' norms, and restrictiveness relative to the best interests of **H-GAC** members.



### 3. GENERAL

- **Third Party Specification(s) By Reference**

This specification is based on the latest editions of NFPA 1901 Standard for Automotive Fire Apparatus, NFPA 1906 Standard for Wildland Fire Apparatus and NFPA 414 Standard for Aircraft Rescue and Fire-Fighting Vehicles.

- **Form A's**

*An originally signed **Form A** from the all entities who are party to this submission and who should be offered a contract if this submission is successful. These entities should include the **Apparatus Manufacturer, Franchised Texas Dealer** and those dealers outside Texas who have current or past sales through the program (*Note: All other sales outside Texas should be coordinated through the manufacturer when possible*). In those cases where sales must go through a dealer due to franchise agreements, **Form A's** will be accepted from those dealers. For those only bidding conversions (i.e. brush trucks, light rescues), **Form A's** from in-state commercial chassis dealers for the underlying chassis make being quoted should be provided.*

- **Product Liability Insurance.**

The requirements for Product Liability Insurance in **Section A** are superceded as follows:

For Brush Fire Apparatus, Mini-Pumpers, Class A Pumpers, Heavy Duty Rescues, and HazMat & Mobile Command Centers, Bidder must have in place Product Liability Insurance with a Single Occurrence limit of at least \$1,000,000 per seating position. For Aerial Apparatus, the requirement is \$5,000,000 plus an additional \$1,000,000 for each seating position. [e.g. An aerial ladder truck with six (6) seating position would require Product Liability Insurance with a Single Occurrence limit of \$11,000,000.] For Slip-In Pump/Tank Units, the requirement is a Single Occurrence limit of \$1,000,000 total. The General Aggregate limit for all Apparatus categories must be at least two times the Single Occurrence limit.

**Note: Product liability listed above shall be the responsibility of the manufacturer.**

- **Fire Apparatus Options, Accessories & Loose Equipment Offered.**

H-GAC bid specifications for fire apparatus include **FORM E "Priced Options."** Equipment not offered in the bid response as Priced Options shall be classified as "Unpriced/unpublished" and may not be sold except as subject to the 25% restriction imposed by Texas statutes.

**Note: All priced options (Form E) may be offered for separate purchase to End Users. Individual purchase orders for these options cannot exceed \$50,000.00 (H-GACBuy Fee – 1.5%)**

- **Product Code**

Each base Product item covered by this Invitation has been pre-listed on **Form D**, and is identified by a unique H-GAC alphanumeric Product Code. Bidder shall decide which line items to bid and shall fill in a bid price in the appropriate cell on **Form D**.

- **Training** - On the initial delivery of the fire apparatus, the contractor shall supply a qualified representative to demonstrate the apparatus and provide initial instruction to representatives of the purchaser regarding the operation, care, and maintenance of the apparatus and equipment supplied (NFPA 1901. 4.4.3).

**Note:** Contractor shall quote as an option on **Form E** any optional instruction/training regarding service/maintenance that may be available for the delivered apparatus.

- **Manuals** – The contractor shall supply at the time of delivery, at least **two (2) sets** of complete operations and service documentation covering the completed apparatus as delivered and accepted (NFPA Sec. 4.19.2.1)

- **COMMITMENT**

**Offeror** is required to make some basic commitments to insure the overall success of this program. By submission of a response, offeror commits to the following:

- **Corporate/Sales Commitment** – A commitment that **HGACBuy** has the support of senior management and that **HGACBuy** will be the primary government contracting vehicle when offering services/products awarded from this solicitation to eligible end users nationwide. A further commitment to aggressively market the program, both independently as well in partnership with **HGACBuy**.



- **HUB Participation** – It is **H-GAC's** goal to have Historically Underutilized Business Enterprise (HUB) participation in providing services under a contract. IF **Offeror(s)** intends to employ subcontractors in providing services/products related to this solicitation, **Offeror(s)** shall make and demonstrate a good faith effort to include HUB participation under a contract. **Offeror(s)** good faith effort shall include, but is not limited to the following affirmative steps (ref. 2CFR 200.321):
  - 1) Placing qualified small and minority businesses and women's business enterprises on solicitation list;
  - 2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
  - 3) Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - 5) Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

**NOTE:** The term HUB as used in this solicitation is understood to encompass all programs/business enterprises such as Small Disadvantaged Business (SDB), Disadvantage Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE).

- **Past Sales** – On Joint Bids, Contractors (excluding manufacturers) outside Texas must have sales on the current contract in order to participate in the upcoming solicitation.

#### 4. DETAILED PRODUCT SPECIFICATIONS

The specifications detailed below for the various categories of apparatus are to be considered the minimum requirements unless there is a conflict with descriptive information detailed on **Form D**. In that event, the requirements of **Form D** shall govern.

**Note:** Bidder shall supply a spec/quote sheet for each product code bid on **Form D**. These sheets should detail what features are included in the price quoted on **Form D**.

#### 5. LEGAL REQUIREMENTS

a) In addition to NFPA 1901, 1906 and 414 (latest editions), all apparatus offered shall comply with all applicable federal (i.e. FMVSS, SAE, DOT, TREA, EPA, ASTM, AWS, ASNT, UL, & NFPA + etc.) and state {Texas Department of Transportation, Division of Motor Vehicles, Motor Vehicles Division Code [Latest version]} regulations and rules, and have all components incorporated into and/or on the apparatus as required for a Texas State Safety Inspection (i.e. front and rear mud flaps, inspection certificate, etc).

b) Bidders, shall have on file at H-GAC prior to, or included with the bid response, the correct license(s) as required by the State of Texas, Department of Transportation, Division of Motor Vehicles, Motor Vehicle Commission Code [latest edition] which is applicable to the bidder's operations.

c) The prescribed licenses will include the manufacturer/bidder, and any and all dealers and their representatives as may be required by the Motor Vehicle Division.

d) The Houston-Galveston Area Council (H-GAC) Cooperative Purchasing contract requires that you maintain all licensing required by the Texas Motor Vehicle Commission Code as may be applicable to your business. If at any time during the contract period such licensing lapses for any reason, you will be in default of the contract unless the TMVD issues a stay or waiver. It is your sole responsibility as the Contractor to maintain current licensing during the entire contract period. Failure to do so may result in contract termination.



H-GAC will continue to require that copies of all current TMVD licenses as may be applicable be submitted with bid responses. Contracts will not be awarded to any contractor who does not supply the required copies. After initial submission of the bid response, contractors will only need to furnish copies to H-GAC upon request.

Note: All units offered in this solicitation must be available to our Texas members through in-state licensed franchised motor vehicle dealers. Form A's are required with the submission from each dealer (e.g. apparatus, chassis as required) in order to receive a contract. Form A's will not be accepted after the bid has been submitted.

Note: It is the contractor's responsibility to ensure all apparatus sales are in accordance with the motor vehicle laws of the state where the acquisition is made.

## I. WILDLAND FIRE APPARATUS (BRUSH FIRE)

### A. WILDLAND/BRUSH FIRE APPARATUS -

In addition to the latest edition of NFPA Standard 1906, Products bid hereunder must also comply with all H-GAC specifications and requirements herein. The wildland fire apparatus covered by this Invitation are defined by the Product Codes that have been pre-listed on **FORM D**.

#### 1. Minimum Standard Features Required in Base Product Item Bid:

##### a) Wildland/Brush Fire Apparatus Bids:

- Aluminum or Steel Flat Bed body style shall have mesh bulk head
- Utility body shall be of steel, aluminum or composite fiberglass laminate
- Composite Utility body shall be constructed of composite fiberglass laminate with closed cell structural PVC foam core. Comprising a laminate of ½" thick.
- Poly Utility body shall be ½" thickness copolymer sheet material.
- 150 gpm single stage, auxiliary engine-driven pump with pump panel (2 stage pumps to be quoted as optional on Form E). The pump operator's panel shall be located on the left side or rear of the apparatus.
- 300 gal polypropylene water tank (250 gal. on slip-on unit). Tank shall be polypropylene with lifetime warranty.  
Note: Other sizes shall be offered as Priced Options on FORM E. Provide sizes up through at least 400 gal.
- 1 Transverse preconnect hose bed (minimum)
- 20 cu ft Compartmentation including, but not limited to, left and right sides and rear (12 cu ft for slip-on units)
- Heater/Defroster and Air Conditioning in Cab area
- Base Cab/Chassis GVWR – 13,000 lbs.
- V8 Diesel Engine
- 5 speed manual transmission (automatic transmission to be quoted as optional on Form E)
- Completed apparatus must be NFPA 1906 Compliant

##### (b) Self-contained, Slip-on Unit Bids:

- 100 gpm @ 100psi single stage, auxiliary engine-driven pump with pump panel
- 250 gal polypropylene water tank
- Hose reel, 150 ft. of 1" hose
- Slip-on Unit to be mounted on pickup supplied by End User OR H-GAC Contractor

**2. Apparatus Accessories & Loose Equipment.** Bid specification documents include *Priced Option* forms for bidder to list prices for specific optional engines, fire pumps, body changes, accessories, and loose equipment. Equipment not offered in the base bid or as an option shall be classified as "Unpublished Options" and subject to 25% cap permitted under "Non-Published" provisions for competitive bids. [See Terms & Conditions]



**3. Options to Base Bid for additional apparatus.** A thorough listing of options is recommended. Examples of options to include on **FORM E** are:

**(a) Options to Brush Fire Bids only:**

- Alternate GVWR Chassis
- Gas engine (as well as other engine sizes)
- 4-wheel drive

**(b) Options to Slide-In Unit Bids only:**

- Different pump sizes (e.g. 150 gpm @ 100 psi)
- Different tank sizes (+/- increments of 50 gallons.)

These options are in addition to any and all other options listed in this document or H-GAC Forms included.

## **II. SPECIAL SERVICE FIRE APPARATUS (RESCUE)**

In addition to the latest edition of NFPA Standard 1901, Products bid hereunder must also comply with all **H-GAC** specifications and requirements herein. The Products covered by this Invitation are defined by the Product Codes listed on **FORM D**.

**1. Standard Features Required in Base Bid for a special service fire apparatus.**

**(a) Custom Cabs:**

- Minimum four (4) SCBA seats in Tilt & Split Tilt cabs
- Minimum three (3) SCBA seats in Stationary cabs
- Note: Additional SCBA seats are to be priced as options on Form E)
- Minimum 380 bhp diesel engine (optional engines to be priced on **Form E**)
- Allison EVS-3000 Automatic Transmission (optional transmissions to be priced on **Form E**)
- Front axle rating (min.) – 14,600 lbs. (stationary cabs), 16,000 lbs. (tilt cabs), 18,000 lbs. (split-tilt cabs)
- Single Rear axle rating (min.) – 24,000 lbs.
- Full Anti-Lock Braking System
- Power Steering
- ABS Braking System
- Heater/Defroster/Vent/Air Conditioning
- Constructed on standard straight frame rail or drop-pinch chassis.
- Fuel Tank – 50 gallon (minimum).

**(b) Commercial Cabs:**

- 2 Door Models (4 Door Models may be listed as options)
- 3 to 4 SCBA seats (depending on seating capacity) 4 Door Models only
- 300 to 330 bhp diesel engine (optional engines to be priced on **Form E**)
- Allison EVS-3000 Automatic Transmission (optional transmissions to be priced on **Form E**)
- Front axle rating (min.) – 12,000 lbs. (2-Door Cab)
- Single Rear axle rating (min.) – 21,000 lbs. (2-Door Cab)
- Heater/Defroster/Vent/Air Conditioning
- Constructed on standard straight frame rail chassis.
- Fuel Tank – 40 gallon (minimum).

**(c) Commercial Cabs (Light /Medium)**

- 2 Door Models (4 Door Models may be listed as options)
- 300 bhp diesel engine (optional engines to be priced on **Form E**)
- Automatic Transmission (optional transmissions to be priced on **Form E**)
- Front axle rating (min.) – 7,000 lbs. (2-Door Cab)



- Single Rear axle rating (min.) – 12,000 lbs. (2-Door Cab)
- Heater/Defroster/Vent/Air Conditioning
- Constructed on standard straight frame rail chassis.
- Fuel Tank – 40 gallon (minimum).
- ABS Braking System.

**2. Options to Base Bid for apparatus.** Contractors are encouraged to provide a thorough listing of options on Form E. Below are just a few examples of options to include on **FORM E**:

**Options to Walk-In Bids:**

- (a) Haz-Mat Configuration
- (b) 2 Person Command Center Configuration
- (c) Walk-Through option

**3. Special Service Fire Apparatus**

**Equipment Storage**

- (a) Non Walk-in - 640 ft<sup>3</sup>
- (b) Walk-in bids - 320 ft<sup>3</sup>

**4. To be bid as options on Form E.**

- (a) Optical Warning Devices
- (b) Generators
- (c) Breathing Air Systems
- (d) Winches
- (e) Additional Ground Ladders

**Note:** All optional apparatus models offered in any bid response shall be in compliance with NFPA 1901 (latest edition) for the specific apparatus offered.

### **III. AERIAL FIRE APPARATUS**

In addition to the latest edition of NFPA Standard 1901, Products bid hereunder must also comply with all **H-GAC** specifications and requirements herein. The Aerials (Booms/Platforms, Ladders, Ladder/Platforms) covered by this Invitation are defined by Product Codes that have been pre-listed on **FORM D**.

**1. Standard Features.** The following features must be included in all items bid pursuant to this Invitation:

- Seating for a minimum of five (5) firefighters.
- A Minimum of three (3) SCBA seats in stationary cabs, four (4) SCBA seats in all others.
- For 75-99 ft., 500 lb. capacity apparatus (For Steel & Aluminum), a minimum 400 bhp diesel engine.
- For all other Products, minimum 450 bhp diesel engine (w/EVS4000 Transmission)
- All engines must meet current EPA standards.
- Allison **EVS-3000** Automatic Transmission
- Engine exhaust auxiliary brake
- Full Anti-Lock Braking System
- Power Steering
- Air Brakes with min. 16 cfm compressor



- 1500 gpm single stage fire pump
- Polypropylene/fiberglass water tank:
- For 75-99 ft. Aerials, Single Axle, with a rated capacity of 500/750 lbs. (steel or aluminum construction), a 300 gallon minimum polypropylene or fiberglass water tank.
- For 75-99 ft. Aerials, Tandem Axle, with a rated capacity of 500/750 lbs. (steel or aluminum construction), a 500 gallon minimum polypropylene or fiberglass water tank.
- For all 100'+ apparatus with platform, a 150 gallon minimum polypropylene or fiberglass water tank.
- Two (2) Transverse preconnect hose beds.
- Ground ladders mounted in totally enclosed compartment(s) with doors, and providing access from the rear of the apparatus.
- Left side pump operator's control panel.
- Heater/Defroster in Cab area.
- Air Conditioning in Cab area.
- For 45-65 ft. Mini-Aerials, Tandem Axle (19,000 lb. GVW), 1250 gpm single stage fire pump, (steel or aluminum construction), 300 gallon minimum polypropylene or fiberglass water tank, aluminum body.

## **2. Requirements by Apparatus Type.**

- (a) Aerials Fire Apparatus with 1,500 gpm single-stage fire pumps shall be compliant with the following NFPA 1901 chapters regarding apparatus requirements:

### **Chapter 5: Pumper Fire Apparatus**

### **Chapter 8: Aerial Fire Apparatus**

- All optional apparatus models offered in any bid response shall be in compliance with NFPA 1901, latest edition for the specific apparatus offered.

**Note:** Optional deletion of fire pump shall be offered as a priced option on **FORM E**.

## **IV. PUMPER FIRE APPARATUS**

In addition to the latest edition of NFPA Standard 1901, Products bid hereunder must also comply with all **H-GAC** specifications and requirements herein. The Pumper Fire Apparatus covered by this Invitation are defined by the Product Codes that have been pre-listed on **Form D**.

### **1. Standard Features Required in Base Bid Response.**

- **Commercial Cabs:** 2 or 4 door cab with doors on left and right sides of apparatus
- **Custom Cabs:** 4 door cab with doors on left and right sides of apparatus
- Minimum three (3) SCBA seats in stationary cabs, four (4) SCBA seats in all others; there is no requirement for SCBA seating in 2-door Commercial Cabs
- Minimum 300 bhp diesel engine, 2-Door Commercial Cabs.
- Minimum 320 bhp diesel engine, 4-Door Commercial Cabs.
- Minimum 325 bhp diesel engine, Custom Cabs w/1250 gpm pump
- Minimum 380 bhp diesel engine, Custom Cabs w/1500 to 2500 gpm pump
- ***Note: All engines offered shall meet current EPA standards.***
- Allison **EVS-3000** Automatic Transmission for apparatus w 1250 gpm pump
- Allison **EVS-3000** Automatic Transmission for apparatus w/1500 to 2500 gpm pump
- Engine exhaust auxiliary brake shall be provided in all apparatus
- Full Anti-Lock Braking System
- Power Steering
- Air Brakes
- Minimum **750** gallon polypropylene or fiberglass water tank for pumper bodies, **300** gallon (mini-pumper)
- Minimum **1800** gallon polypropylene, fiberglass or **stainless steel** water tank for pumper/tanker bodies **on single rear axle**
- 1250 gpm single stage fire pump, Commercial Cabs.
- 1250, 1500 to 2500 gpm single stage fire pump, Custom Cabs
- Fuel Tank (minimum) – 40 gallon (commercial chassis), 50 gallon (custom chassis)



- **Commercial Cabs (Light/Medium)**

- 2 Door Models (4 Door Models may be listed as options)
- 300 bhp diesel engine (optional engines to be priced on **Form E**)
- Automatic Transmission (optional transmissions to be priced on **Form E**)
- Front axle rating (min.) – 7,000 lbs. (2-Door Cab)
- Single Rear axle rating (min.) – 12,000 lbs. (2-Door Cab)
- Heater/Defroster/Vent/Air Conditioning
- Constructed on standard straight frame rail chassis.
- Fuel Tank – 40 gallon (minimum).
- ABS Braking System.

## 2. Tanker Apparatus Pumps

Pumps, portable and PTO will be allowed on tankers. Minimum pump capability will be 250 gmp@150 psi, per NFPA 1901, 2009 Mobile Water Supply Apparatus, Chapter 14.

- 250, 350, 450, 500, 750 or 1000 gpm single state PTO or portable fire pump.

Note: Bidder shall list optional pumps as priced options on **Form E**.

## 3. Water Tanks

### (a) Tank Construction.

Water tank capacity (pumpers) shall be a minimum rated **750 gal** (2850 L) as provided in the base bid response. Mini-Pumpers **300** gallon. Other sizes shall be offered as Priced Options on **FORM E**.

## 4. Mobile Water Supply Apparatus Water.

**Water Transfer** (Mobile Water Supply). The bidder shall provide pricing for tanker configurations of 1,800 gallons to 4,000 gallons including chassis requirement changes to accommodate the extra weight.

## V. AIRCRAFT RESCUE & FIRE FIGHTING VEHICLES

Products bid hereunder must comply with the latest Edition of NFPA Standard 414 (Standard for Aircraft Rescue and Fire-Fighting Vehicles). The Aircraft Rescue & Fire-Fighting Vehicles covered by this Invitation are defined by the Product Codes that have been pre-listed on **Form D**.

## 6. EVALUATION AND BID AWARDS

Bids will be evaluated by H-GAC Staff in compliance with stated requirements. Contracts will be awarded to the “lowest responsive responsible Bidder(s) providing best value” for each base line item offered. A minimum threshold score of **75 points** will be required before a contract may be offered. Bids will be evaluated in two (2) stages.

The **first stage** will be a general evaluation of the overall compliance with Section B requirements (**Tabs A-G**). Bids deemed to be responsive and scoring a minimum of **70 points** will then be passed to the second stage.

The **second stage, Pricing**. An analysis of Bidder’s submitted bid price will be conducted for each base line item submitted on **Form D**. Bidders with the lowest total price for each line item will receive a **maximum score of 75 points**.

**PAST PERFORMANCE** – An evaluation will be conducted of the Bidder’s previous contract performance as an HGACBuy contractor based on the performance measured listed below. **Maximum score is 25 points**.



<b>PERFORMANCE MEASURES</b>
Timely response to request for information and/or request for quotes/pricing (Sec A, 48b)
Accurate preparation of Contract Pricing Worksheet(s) (Sec A 48e)
Timely delivery of product or services (as quoted at time of order placement) (Sec A, 25c)
Quality of products/service (Sec A, 25d, 44f)
Timely and accurate submission of Contractor's Activity Report (Sec A, 48h)
Timely payment of order processing charge (Sec A, 44g, 44h)

**NOTE:** For **Joint Bids**, each Form A submitted in the Bidders response will be scored per the above criteria and an overall average will be taken of all Form A's submitted to determine the Performance score for each submission.

<b>Evaluation Criteria Scoring Table</b>	<b>Maximum Points</b>
<b>PRICE</b>	<b>75</b>
<b>PERFORMANCE MEASURES</b>	<b>25</b>
<b>TOTAL</b>	<b>100</b>

## ----- End of Section B -----

Specifications prepared by

### **Houston-Galveston Area Council Cooperative Purchasing Program**

For questions about this Invitation, please contact:

Jackie Palmer

Ph: 713-993-2466

Email: [jpalmer@h-gac.com](mailto:jpalmer@h-gac.com)



**For Use In Responding To Competitive Bid And Proposal Invitations****Invitation No.:** FS12-19**Title:** Fire Service Apparatus (All Types)

This Section contains the following **H-GAC FORMS**.

<b>FORM</b>	<b>DESCRIPTION</b>
<b>Form A:</b>	Offeror Identification and Authorized Signatory
<b>Form B:</b>	Historically Underutilized Business Enterprises
<b>Form C:</b>	Response Checklist
<b>Form D:</b>	Offered Items Pricing
<b>Form E:</b>	Published Options
<b>Form G:</b>	Special Statement of Warranty
<b>Form H:</b>	Marketing Plan
<b>Form W-9</b>	Request for Taxpayer Identification Number and Certification
<b>Form CIQ</b>	Conflict of Interest Questionnaire
<b>Form 1295</b>	Certificate of Interested Parties
<b>HB 89</b>	Prohibition on Contracts with Companies Boycotting Israel
<b>CCI</b>	Contractor Contact Information

These *FORMS* are hereby made available in electronic format. They should be copied to Offeror's computer for completion and/or printout as required. The *FORMS* **may not** be changed or altered in any way, except as may be specified on the *FORM*.

**ALL** completed *FORMS* must also be submitted electronically on electronic media (DVD, CDROM, flash/thumb drive), excepting of course for signatures. The printed "Original" of the response will be considered as the official copy in case of any discrepancy between the electronic version and the printed Original.



**FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY**  
**(DO NOT handwritten this Form. Information must be typed in.)**

**Invitation No.:** FS12-19

**Invitation Title:** Fire Service Apparatus (All Types)

**Offeror Company:**

(Legal name of business which will appear on contract, if awarded)

**Offeror Status:** ☐ **Manufacturer**

☐ **Dealer/Distributor**

☐ **Other**

**Response Type(1):** ☐ **Single Offeror Acting Alone Or As Lead**

☐ **Multiple Offerors Acting Jointly**

**Contract Signatory(2):**

**Title:**

**Mailing Address(3):**

Street/PO Box

City

State & Zip

**Physical Address:**

Street

City

State & Zip

**Phone:**

**Fax:**

**Email Address:**

**Federal Tax ID No.:**

**Web Page URL:**

(1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.

(2) Person who will sign final contract documents if an award is made.

(3) Address to which final contract documents would be sent for signature.

**Member Contact Information**

**Contact Person(4):**

**Title:**

**Mailing Address:**

Street/PO Box

City

State & Zip

**Physical Address:**

Street

City

State & Zip

**Toll Free Phone:**

**Fax:**

**Email Address:**

(4) Person who End Users will contact for product information and to get pricing quotes.

**The Signatory below, on behalf of Offeror:**

- Acknowledges having thoroughly reviewed the Invitation;
- Attests to having the authority to sign this response and commit Offeror to honor all requirements;
- Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;
- Certifies that all information provided in this Response is true and correct.

**Signature:**

**Title:**

**Printed Name:**

**Date:**



**Title:** Fire Service Apparatus (All Types)

**Offeror:**

Most, if not all, of the Members of HGACBuy are subject to various requirements relative to purchasing goods and services from Historically Underutilized Business Enterprises (HUBs)(See Note 1). These requirements are promulgated by federal and state governmental authorities, and include measureable criteria such as 'percentage of total dollars spent directed to HUBs', 'number of HUB contractors used', 'HUB subcontractors employed by primary contractors', etc. These requirements are generally formalized in goal oriented programs.

HGACBuy is committed to promoting full and equal business opportunities for HUB contractors, and to assisting Cooperative Purchasing Program (COOP) Members in meeting mandated HUB goals. In that regard, Contractor shall make a good faith effort to use the services of Certified/Listed (See Note 2) HUBs whenever possible.

As part of a good faith effort, Contractor agrees to work with and assist HGACBuy Members in meeting HUB targets and goals, as may be required by any rules, processes or programs they might have in place. Such assistance may include such things as compliance with reporting requirements, provision of documentation, consideration of 'Certified/Listed' subcontractors, provision of documented evidence that an active participatory role for a HUB entity was considered in a procurement transaction, etc.

Note 1: There are many designations other than "HUB" used across the country within various jurisdictions. Examples include terms such as Disadvantaged Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Woman Owned Business Enterprise (WBE), Small Disadvantaged Business (SDB), Small, Woman or Minority-owned Business (SWAM), etc. Regardless of the formal designation, the overall objective of the relevant programs is basically the same, i.e. to insure that disadvantaged and underutilized members of the business community receive a fair share of public spending. The term HUB as used herein shall be understood to encompass all such programs/business enterprises, no matter what terminology is used by the Member.

Note 2: The terms "Certified" and "Listed" as used in conjunction with HUB programs relate to the process of HUB qualification review. Jurisdictions usually require that companies claiming HUB status be reviewed and confirmed as meeting certain minimum requirements to claim that status, and that the review and confirmation process be carried out by certain designated entities. They are then "Certified" or "Listed" by having their name included on an official listing published by the Certifying or Listing Authority.

Accepted and Agreed By:

Title:

Date:

#### HUB Status Of Offeror

☐ Offeror is a HUB, as detailed below.

☐ Offeror is not a HUB.

Designation(s):

☐ HUB

☐ DBE

☐ MBE

☐ WBE

☐ Other

Certifying/Listing Authority(s):

#### Subcontracts

On a separate sheet, list any subcontractors that would be employed in providing products or services related to this procurement. Include subcontractor name, designation (HUB, DBE, etc.) and certifying/listing authority.

☐ Subcontractor List attached.

☐ No Subcontractors will be used.



## FORM C - RESPONSE CHECKLIST

Procurement No.: FS12-19

Title: Fire Service Apparatus (All Types)

Offeror: \_\_\_\_\_

This *FORM* is provided to help insure that all required Response elements have been completed and included, or certified as being available upon request. **Responses that do not comply with all requirements may be considered non-compliant.** Offeror's signatory must review each item below, and certify by initialing in the space to the right.

This Response Includes:		Init.
1	An "Original" hard copy of the <b>COMPLETE</b> submission, including all required <i>FORMS</i> , plus one <b>COMPLETE</b> copy, each in a separate <b>hard-sided</b> 3-ring binder.	
2	A copy of the <b>COMPLETE</b> submission, including all required <i>FORMS</i> , in <b>electronic format</b> (CD, DVD, flash drive). <b>Forms D &amp; E are to be provided in an excel format.</b>	
3	<i>An originally signed <b>Form A</b> from the all entities who are party to this submission and who should be offered a contract if this submission is successful. These entities should include the <u>Apparatus Manufacturer</u>, <u>Franchised Texas Dealer</u> and those dealers outside Texas who have current or past sales through the program ( <u>Note: All other sales outside Texas should be coordinated through the manufacturer when possible</u>). In those cases where sales must go through a dealer due to franchise agreements, <b>Form A's</b> will be accepted from those dealers. For those only bidding conversions (i.e. brush trucks, light rescues), <b>Form A's</b> from in-state commercial chassis dealers for the underlying chassis make being quoted should be provided.</i>	
4	<b>Forms A, B, C, D, E, G, H, (EXCEL FORMAT), 1295, W-9, CIQ, HB89, CCI. A 1295, W-9, CIQ, HB89 &amp; CCI form shall be provided from each entity that has submitted a Form A for this submission.</b>	
5	The required list of <b>References</b> .	
6	Details of " <b>Service Organization</b> ", including locations, hours, personnel and parts/service availability. (Applies to hard goods only.)	
7	Complete <b>Warranty Documentation</b> for all Products offered.	
8	The manufacturer's latest <b>Specification Documents</b> detailing standard features, operating characteristics, etc., for all products offered. <b>Note: Bidder shall supply a spec/quote sheet for each product code bid on Form D. These sheets should detail what features are included in the price quoted on Form D.</b>	
9	If the <b>Non-Resident Reciprocal Bid Act</b> applies, a copy of your state statute and a determination of the status of Texas bidders/proposers in your home state. If not applicable, indicate "N/A"	
10	If offer includes motor vehicles to be sold in Texas, copies of all current licenses as required by the Texas Motor Vehicle Commission.	
11	A <b>Bid/Proposal Bond</b> , or <b>Cashier's Check</b> in the amount of <b>\$3000</b> . (A percentage bond is NOT acceptable.)	n/a



<b>FORM BASE OFFERING PRICES</b>		<b>Procurement No.</b>	<b>FS12-19</b>
<b>Offeror Name:</b>			
<b>Invitation No.:</b>	<b>FS12-19 - Fire Service Apparatus (All Types)</b>		
<p><b>Note:</b> All products listed below are to be considered as base model/units for purposes of this Invitation and any subsequent contract. The Bidder shall determine which Product Codes to bid and shall fill in a bid price in the appropriate cell. Bidder may then bid upgrades or downgrades to different product codes as options on <b>Form E</b>, with pricing equal to the differential amount between the base Product Item price and the upgrade or downgrade being offered. Bidders are to provide pricing for options and accessories as explained in Sections A and B, as well as specific apparatus variations as listed below:</p>			
1. Other available Cab/Chassis manufacturer choices for apparatus built on a commercial cab/chassis.			
2. Different available cab designs (2/4 Door/Tilt Cab etc.)			
3. Cab/Body sheet and structural metal choices (Galvanneal, Formed/Extruded Aluminum, Stainless Steel)			
4. Available rear axle configurations (Single/Tandem/Tandem Front Steering/Triple Rear)			
5. Different fire pumps and mounting locations (1250/1500/2500 GPM Pump/Rear and Mid-Mounted)			
6. Various body configurations (Walk-In/Non-Walk-In Body) for Rescue, Re-Hab, Hazmat, Mobile Command Centers			
7. Aerial Categories (Construction/Turntable Positions/Aerial Device Functions)			
<b>IMPORTANT: Bidder MUST submit copies of the following with their bid:</b>			
(1) A copy of each participating bidder/dealer's <b>TxMVD dealer license</b> identifying the make/brand of apparatus being bid.			
(2) An originally signed <b>Form A</b> from the all entities who are party to this submission and who should be offered a contract if this submission is successful. These entities should include the <u><b>Apparatus Manufacturer</b></u> , <u><b>Franchised Texas Dealer</b></u> and those dealers outside Texas who have current or past sales through the program ( <i>Note: All other sales outside Texas should be coordinated through the manufacturer when possible</i> ). In those cases where sales must go through a dealer due to franchise agreements, <b>Form A's</b> will be accepted from those dealers. For those only bidding conversions (i.e. brush trucks, light rescues), <b>Form A's</b> from in-state commercial chassis dealers for the underlying chassis make being quoted should be provided.			
(3) A copy of the bidders and/or manufacturers's <b>Texas Motor Vehicle Converter license</b> (where applicable).			
<b>Note: The above requirements must be met prior to any contracts being issued.</b>			
<b>Product Code</b>	<b>Model &amp; Description</b> (Note: Bid only the base Item/Model on this Form . <b>No changes/modifications to Form D descriptions will be accepted and will result in bid item being deemed non-compliant.</b> Bid available options noted above on <b>Form E</b> )		<b>Base Offered Price</b>
<b>A. Alexis</b>			
<b>A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)</b>			
<b>FS19AA01</b>	Spartan, 4-Door Custom Full Tilt Aluminum Cab Single axle, 75' rear mount aerial, stainless steel body, 300 gallons, side stack hose bed, single stage 1500 gpm pump mid mounted		
<b>FS19AA02</b>	Spartan, 4-Door Custom Full Tilt Aluminum Cab Tandem axle, 110' rear mount aerial with stainless steel body, 300 gallons of water, side stack hose bed, single stage 1500 gpm pump mid mounted		
<b>FS19AA03</b>	Spartan, 4-Door Custom Full Tilt Aluminum Cab Tandem axle, rear mount 100' platform, stainless steel body, 300 gallons of water, hose bed, single stage 1500 gpm pump mid mounted		
<b>FS19AA04</b>	Spartan, 4-Door Custom Full Tilt Aluminum Cab Tandem axle, mid-mount 100' platform, stainless steel body, 300 gallons of water, hose bed, single stage 1500 gpm pump mid mounted		
<b>B. Wildland Fire Apparatus (Brush Fire)</b>			
<b>FS19AB01</b>	Ford F550 4x4, aluminum flatbed body, portable pump, 300 gallons of water		
<b>FS19AB02</b>	Ford F550, 4x4 2-door, stainless steel Body, Rescue Unit with Skid		



<b>FS19AB03</b>	Ford F600 4x4, aluminum flatbed body, portable pump, 300 gallons of water	
<b>FS19AB04</b>	Ford F600, 4x4 2-door, stainless steel Body, Rescue Unit with Skid	
<b>C. Pumper Fire Apparatus</b>		
<b>FS19AC01</b>	Freightliner, 2-Door, Commercial Cab, Stainless Steel Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	
<b>FS19AC02</b>	International 2-Door, Commercial Cab, Stainless Steel Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	
<b>FS19AC03</b>	Spartan, 4-Door Custom Full Tilt Aluminum Cab, Stainless Steel Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	
<b>FS19AC04</b>	Ford F-550 4x4 Mini Pumper 1250 gpm, 300 tank	
<b>FS19AC05</b>	Ford F-600 4x4 Mini Pumper 1250 gpm, 300 tank	
<b>D. Special Service Apparatus (Walk-In &amp; Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center</b>		
<b>FS19AD01</b>	Ford F550, 4x4 2-door, stainless steel Body, Non Walk-in Rescue Unit	
<b>FS19AD02</b>	Ford F550, 4x4 2-door, stainless steel Body, Walk-in Rescue Unit	
<b>FS19AD03</b>	Ford F600, 4x4 2-door, stainless steel Body, Non Walk-in Rescue Unit	
<b>FS19AD04</b>	Ford F600, 4x4 2-door, stainless steel Body, Walk-in Rescue Unit	
<b>FS19AD05</b>	Ford F750, 2-door, stainless steel Body, Non Walk-in Rescue Unit	
<b>FS19AD06</b>	Ford F750 2-door, stainless steel Body, Walk-in Rescue Unit	
<b>FS19AD07</b>	Freightliner, 2-door, stainless steel body, Heavy Duty Non Walk-in Rescue Unit	
<b>FS19AD08</b>	Freightliner, 2-door, Stainless Steel Body, Heavy Duty Walk-In Rescue Unit	
<b>FS19AD09</b>	International, 2-door, stainless steel body Heavy Duty Non Walk-in Rescue Unit	
<b>FS19AD10</b>	International, 2-door, Stainless Steel Body, Heavy Duty Walk-In Rescue Unit	
<b>FS19AD11</b>	Spartan, 4-Door Custom Full Tilt Aluminum Cab, Stainless Steel Body, Heavy Duty Non Walk-in Rescue Vehicle	



<b>FS19AD12</b>	Spartan, 4-Door Custom Full Tilt Aluminum Cab, Stainless Steel Body, Heavy Duty Walk-in Rescue Vehicle	
<b>E. Pumper/Tankers &amp; Tankers</b>		
<b>FS19AE01</b>	Freightliner, 2-Door Commercial Cab, Pumper/Tanker, Stainless Steel Body, 2000 Gallon Tank, Single Axle, 1250 GPM Pump, Mid-Mounted	
<b>FS19AE02</b>	Freightliner, 2-Door, Commercial Cab, Pumper/Tanker, Stainless Steel Body, 3000 Gallon Tank, Tandem Axle, 1250 GPM Pump, Mid-Mounted	
<b>FS19AE03</b>	International 2-Door Commercial Cab, Pumper/Tanker, Stainless Steel Body, 2000 Gallon Tank, Single Axle, 1250 GPM Pump, Mid-Mounted	
<b>FS19AE04</b>	International, 2-Door, Commercial Cab, Pumper/Tanker, Stainless Steel Body, 3000 Gallon Tank, Tandem Axle, 1250 GPM Pump, Mid-Mounted	
<b>FS19AE05</b>	Spartan, 4-Door Custom Full Tilt Aluminum Cab Pumper/Tanker, Stainless Steel Body, 2000 Gallon Tank, Single Axle, 1250 GPM Pump, Mid-Mounted	
<b>FS19AE06</b>	Spartan, 4-Door Custom Full Tilt Aluminum Cab Pumper/Tanker, Stainless Steel Body, 3000 Gallon Tank, Tandem Axle, 1250 GPM Pump, Mid-Mounted	
<b>B. Blanchat Manufacturing</b>		
<b>B. Wildland Fire Apparatus (Brush Fire)</b>		
<b>FS19BB01</b>	B-3-F450 Welded steel body with crosswalk and pump and roll capabilities HPX200 pump driven by a 23HP briggs motor 325 gals water mounted on a Ford F450 Chassis 60" CA.	
<b>FS19BB02</b>	B-3- D3500 Welded steel body with crosswalk and pump and roll capabilities HPX200 pump driven by a 23HP briggs motor 325 gals water mounted on a Dodge 3500 Chassis 60"CA.	
<b>FS19BB03</b>	B-4-F550 Welded steel body with crosswalk and pump and roll capabilities HPX200 pump driven by a 23HP briggs motor 400 gal poly tank mounted on Ford F550 chassis 60"CA.	
<b>FS19BB04</b>	B-4-D5500 Welded steel body with crosswalk and pump and roll capabilities HPX200 pump driven by a 23HP briggs motor 400 gal poly tank mounted on a Dodge 5500 chassis.	
<b>FS19BB05</b>	B-5-F550 Welded steel bed with crosswalk and pump and roll capabilities HPX200 pump driven by a 23HP briggs motor 500 gal poly tank mounted on Ford F550 chassis 84" CA.	
<b>FS19BB06</b>	B-5-D5500 Welded steel bed with crosswalk and pump and roll capabilities HPX200 pump driven by a 23HP briggs motor 500 gal poly tank mounted on a Dodge 5500 chassis 84" CA.	
<b>FS19BB07</b>	B-8-Ford Welded steel bed with crosswalk and pump and roll capabilities HPX200 pump driven by a 23HP briggs motor 800 gal poly tank mounted on a Ford F-750 Chassis.	
<b>FS19BB08</b>	B-24-F550 Welded steel body with crosswalk and pump and roll capabilities HPX200 pump driven by a 23HP briggs motor 400 gal poly tank, single upswing door per side mounted on a Ford F550 60" CA.	
<b>FS19BB09</b>	B-24-D5500 Welded steel body with crosswalk and pump and roll capabilities HPX200 pump driven by a 23HP briggs motor, 400 gal poly tank single upswing door per side mounted on a Dodge 5500 60" CA.	
<b>FS19BB10</b>	B-24-F550 Welded steel body with crosswalk and pump and roll capabilities HPX200 pump driven by a 23HP briggs motor 400 gal poly tank, single upswing door per side	
<b>D. Special Service Apparatus (Walk-In &amp; Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center</b>		
<b>FS19BD01</b>	B-27-F550 Rescue first response. Welded steel superstructure transverse crosswalk with pump and roll capabilities dual swing up doors per side HPX200 pump driven by a 23HP briggs motor 400 gal poly tank, mounted on a ford F550 chassis 84" CA.	



<b>FS19BD02</b>	B-27-D5500 Rescue first response. Welded steel superstructure transverse crosswalk with pump and roll capabilities dual swing up doors per side HPX200 pump driven by a 23HP briggs motor 400 gal poly tank, mounted on a Dodge F550 chassis 84" CA.	
<b>FS19BD03</b>	B-56-Ford Rescue first response. Welded steel superstructure transverse crosswalk with pump and roll capabilities dual swing up doors per side, dual HPX200 pump driven by 23HP briggs motors, 800 gal poly tank, mounted on a Ford F-750 chassis.	
<b>C. BFX</b>		
<b>B. Wildland Fire Apparatus (Brush Fire)</b>		
<b>FS19CB01</b>	Attack One Brush Truck, minimum 280 gallons of water, minimum 21HP rear mounted gasoline pump, Composite apparatus body, light duty chassis with minimum 16,000 GVWR, 4x4, 60.00-inch cab-to-axle	
<b>FS19CB02</b>	Attack One Brush Truck, minimum 280 gallons of water, minimum 21HP rear mounted gasoline pump, metal apparatus body, light duty chassis with minimum 16,000 GVWR, 4x4, 60.00-inch cab-to-axle	
<b>FS19CB03</b>	Attack One Brush Truck, minimum 280 gallons of water, minimum 21HP rear mounted gasoline pump, aluminum flatbed, light duty chassis with minimum 16,000 GVWR, 4x4, 60.00-inch cab-to-axle	
<b>FS19CB04</b>	Attack One Brush Truck, minimum 280 gallons of water, minimum 21HP rear mounted gasoline pump, aluminum flatbed with exterior riding position, light duty chassis with minimum 16,000 GVWR, 4x4, 60.00-inch cab-to-axle	
<b>D. Special Service Apparatus (Walk-In &amp; Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile</b>		
<b>FS19CD01</b>	Sentinel Support Vehicle, Helitack/Rescue, composite apparatus body, enclosed load bed, light duty chassis with minimum 16,000 GVWR, 4x4, 60.00-inch cab-to-axle	
<b>FS19CD02</b>	Sentinel Support Vehicle, Superintendent, composite apparatus body, open load bed, light duty chassis with minimum 11,400 GVWR, 4x4, 60.00-inch cab-to-axle	
<b>FS19CD03</b>	Sentinel Support Vehicle, Highland, composite apparatus body, enclosed load bed, light duty chassis with minimum 11,400 GVWR, 4x4, 60.00-inch cab-to-axle	
<b>D. Boise Mobile Equipment</b>		
<b>B. Wildland Fire Apparatus (Brush Fire)</b>		
<b>FS19DB01</b>	BME, Type 3, International HV, 4WD, 4-Door ,Crew Cab. 600 Gallon Water Tank, 25 Gallon Foam Tank, Hale CBP 250 PTO Pump, Pump and Roll Capability, FoamPro 2001 Foam System,	
<b>FS19DB02</b>	BME, Type 3, Freightliner M2-106, 4WD, 4-Door ,Crew Cab. 600 Gallon Water Tank, 25 Gallon Foam Tank, Hale CBP 250 PTO Pump, Pump and Roll Capability, FoamPro 2001 Foam System,	
<b>FS19DB03</b>	BME, Type 3, Urban Interface (Model 34). International HV, 4WD, 4-Door, Crew Cab. 500 Gallon Water Tank, 25 Gallon Foam Tank, Darley JMP 500 2-Stage Pump, Darley 1-1/2AGE 24 HP Kubota D902 Diesel Auxiliary Pump	
<b>FS19DB04</b>	BME, Type 3, Urban Interface (Model 34) Freightliner M2-106, 4WD, 4-Door, Crew Cab. 500 Gallon Water Tank, 25 Gallon Foam Tank, Darley JMP 500 2-Stage Pump, Darley 1-1/2AGE 24 HP Kubota D902 Diesel Auxiliary Pump	
<b>FS19DB05</b>	BME, Type 4, International HV, 4WD, 4-Door, Crew Cab. 800 Gallon Water Tank, 25 Gallon Foam Tank, Rear Mounted Darley 1-1/2AGE 34HP Kubota Diesel Pump, Two (2) Hannay 150' Hose Reels, NFPA Compliant Whelen Light Package	
<b>FS19DB06</b>	BME, Type 4, Freightliner M2-106, 4WD, 4-Door, Crew Cab. 800 Gallon Water Tank, 25 Gallon Foam Tank, Rear Mounted Darley 1-1/2AGE 34HP Kubota Diesel Pump, Two (2) Hannay 150' Hose Reels, NFPA Compliant Whelen Light Package	
<b>FS19DB07</b>	BME, Type 6, Ford F550, 4WD, 4-Door 6.7L Diesel, 6-Speed A/T. 300 Gallon Water Tank Darley 1-1/2AGE 24HP Kubota D902 Diesel Auxiliary Pump	
<b>FS19DB08</b>	BME, Type 6, Dodge 5500, 4WD, 4-Door 6.7L Diesel, 6-Speed A/T. 300 Gallon Water Tank Darley 1-1/2AGE 24HP Kubota D902 Diesel Auxiliary Pump	
<b>FS19DB09</b>	BME, Type 6, (Flatbed) Ford F550, 4WD, 4-Door 6.7L Diesel, 6-Speed A/T. 300 Gallon Water Tank Darley 1-1/2AGE 24HP Kubota D902 Diesel Auxiliary Pump	
<b>FS19DB10</b>	BME, Type 6, (Flatbed) Dodge 5500, 4WD, 4-Door 6.7L Diesel, 6-Speed A/T. 300 Gallon Water Tank Darley 1-1/2AGE 24HP Kubota D902 Diesel Auxiliary Pump	
<b>FS19DB11</b>	BME, Type 6, "X-Treme" Dodge 5500, Full Aluminum Body, 300 Gallon Water Tank, Darley 1-1/2 AGE Pump, Off Road Package.	



<b>FS19DB12</b>	BME, Type 3, CalFire Model 34, International HV 4x4 chassis, 500 gallon water tank, JMP500 Darley pump, 1-1/2 AGE Darley Aux Pump	
<b>C. Pumper Fire Apparatus</b>		
<b>FS19DC01</b>	BME, Commercial Pumper, Side Mount, Freightliner Chassis, 1000 Gallon Water Tank, 1500 GPM Pump	
<b>FS19DC02</b>	BME, Commercial Pumper, Side Mount, International HV Chassis, 1000 Gallon Water Tank, 1500 GPM Pump	
<b>FS19DC03</b>	BME, Commercial Pumper, Top Mount, Freightliner Chassis, 1000 Gallon Water Tank, 1500 GPM Pump	
<b>FS19DC04</b>	BME, Commercial Pumper, Top Mount, International HV Chassis, 1000 Gallon Water Tank, 1500 GPM Pump	
<b>FS19DC05</b>	BME, Custom Pumper, Side Mount, Custom Chassis, 1000 Gallon Water Tank, 1500 GPM Pump	
<b>FS19DC06</b>	BME, Custom Pumper, Top Mount, Custom Chassis, 1000 Gallon Water Tank, 1500 GPM Pump	
<b>D. Special Service Apparatus (Walk-In &amp; Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center</b>		
<b>FS19DD01</b>	BME, Walk Around, Light Rescue, Ford F550	
<b>FS19DD02</b>	BME, Walk Around, Medium Rescue, Freightliner M2-106, 2WD	
<b>FS19DD03</b>	BME, Walk Around, Medium Rescue, International MV	
<b>E. Pumper/Tankers &amp; Tankers</b>		
<b>FS19DE01</b>	BME, Commercial Tender, Freightliner Chassis, Single Axle, 2000 Gallon Water Tank, 750GPM Pump	
<b>FS19DE02</b>	BME, Commercial Tender, International Chassis, Single Axle, 2000 Gallon Water Tank, 750GPM Pump	
<b>FS19DE03</b>	BME, Commercial Tender, Freightliner Chassis, Tandem Axle, 3000 Gallon Water Tank, 750GPM Pump	
<b>FS19DE04</b>	BME, Commercial Tender, International Chassis, Tandem Axle, 3000 Gallon Water Tank, 750GPM Pump	
<b>FS19DE05</b>	BME, Tender, Model 22, Freightliner, 2WD, 2-Door, Single Axle. 1500 Gallon Stainless Steel Elliptical Water Tank.	
<b>FS19DE06</b>	BME, Tender, Model 22, International HV, 2WD, 2-Door, Single Axle. 1500 Gallon Stainless Steel Elliptical Water Tank.	
<b>E. Custom Fire</b>		
<b>B. Wildland Fire Apparatus (Brush Fire)</b>		
<b>FS19EB01</b>	Ford F550 4 door 4x4, 150gpm Gas engine driven pump, 300 Gallon Poly Tank, CustomFIRE Stainless Steel Initial Attack Body	
<b>C. Pumper Fire Apparatus</b>		
<b>FS19EC01</b>	Freightliner Single Axle, 1500gpm Side Mount, 750 Gallon Poly, CustomFIRE Stainless Steel Pumper Body	
<b>FS19EC02</b>	Freightliner Single Axle, 1500gpm Enclosed Top Mount, 750 Gallon Poly, CustomFIRE Stainless Steel Pumper Body, Full Response Crew Cab	
<b>FS19EC03</b>	Spartan MFD 10" Single Axle, 1500gpm Side Mount, 750 Gallon Poly, CustomFIRE Stainless Steel Pumper Body	
<b>FS19EC04</b>	Freightliner 4 door 4x4 Single Axle, 1250gpm Side Mount, 500 Gallon Poly, CustomFIRE Stainless Steel Interface Pumper Body	
<b>FS19EC05</b>	Spartan MFD 20" Single Axle, 1500gpm Enclosed Top Mount, 750 Gallon Poly, CustomFIRE Stainless Steel Pumper Body	
<b>D. Special Service Apparatus (Walk-In &amp; Non-Walk In Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center</b>		
<b>FS19ED01</b>	Ford F550 4 door 4x4 Single Axle, CustomFIRE Stainless Steel Light Rescue Non-Walk-In Body	



<b>FS19ED02</b>	Freightliner Single Axle, CustomFIRE Stainless Steel Heavy Rescue Walk-In Body	
<b>FS19ED03</b>	Freightliner Single Axle, CustomFIRE Stainless Steel Heavy Rescue Non-Walk-In Body	
<b>FS19ED04</b>	Spartan MFD 10" Single Axle, CustomFIRE Stainless Steel Heavy Rescue Non-Walk-In Body	
<b>FS19ED05</b>	Spartan MFD 10" Single Axle, CustomFIRE Stainless Steel Heavy Rescue Walk-In Body	
<b>E. Pumper/Tankers &amp; Tankers</b>		
<b>FS19EE01</b>	Freightliner Single Axle, 500gpm Side Mount, 2000 Gallon Poly, CustomFIRE Stainless Steel Tender Body	
<b>FS19EE02</b>	Freightliner Tandem Axle, 500gpm Side Mount, 3000 Gallon Poly, CustomFIRE Stainless Steel Tender Body	
<b>FS19EE03</b>	Spartan MFD 10" Tandem, 1500gpm Side Mount, 3000 Gallon Poly, CustomFIRE Stainless Steel Pumper Tanker Body	
<b>F. DACO</b>		
<b>B. Wildland Fire Apparatus (Brush Fire)</b>		
<b>FS19FB01</b>	Self-Contained Slip-In Unit	
<b>FS19FB02</b>	Brush Fire Apparatus, Ford F-550 Chassis, Steel Flatbed	
<b>FS19FB03</b>	Brush Fire apparatus, Ford F-550 Chassis, Formed Aluminum Flatbed	
<b>FS19FB04</b>	Brush Fire apparatus, Ford F-550 Chassis, Steel Utility Bed	
<b>FS19FB05</b>	Brush Fire apparatus, Ford F-550 Chassis, Formed Aluminum Utility Bed	
<b>FS19FB06</b>	Brush Fire apparatus Freightliner M-2 4 x4 Chassis Steel flatbed.	
<b>FS19FB07</b>	Brush Fire apparatus Freightliner M-2 4 x 4 Chassis Formed Aluminum Flatbed.	
<b>FS19FB08</b>	Brush Fire apparatus Freightliner M-2 4 x 4 Chassis Formed Aluminum Utility Bed.	
<b>FS19FB09</b>	Brush Fire Apparatus, Dodge 5500 Chassis, Steel Flatbed	
<b>FS19FB10</b>	Brush Fire Apparatus, Dodge 5500 Chassis, Formed Aluminum Flatbed	
<b>FS19FB11</b>	Brush Fire Apparatus, Dodge 5500 Chassis, Formed Aluminum Utility Bed	
<b>FS19FB12</b>	Brush Fire Apparatus, IH HV507 Chassis, 4x4, Formed Aluminum Flatbed	
<b>FS19FB13</b>	Brush Fire Apparatus, IH HV507 Chassis, 4x4, Formed Aluminum Utility Bed	
<b>FS19FB14</b>	Brush Fire Apparatus, Chevrolet 5500 Chassis, Formed Aluminum Flatbed	
<b>FS19FB15</b>	Brush Fire Apparatus, Chevrolet 5500 Chassis, Formed Aluminum Utility Bed	
<b>G. Danko</b>		
<b>B. Wildland Fire Apparatus (Brush Fire)</b>		
<b>FS19GB01</b>	Skid Unit, 250 gallon tank, 150 GPM pump, pump engine, booster reel with booster hose.	
<b>FS19GB02</b>	High pressure skid unit	
<b>FS19GB03</b>	Wildland Flatbed, Ford F550 4x4 chassis, aluminum flatbed, 300 gallon skid unit, 150 GPM pump	
<b>FS19GB04</b>	Wildland Flatbed, Ram 5500, 4x4 chassis, aluminum flatbed, 300 gallon skid unit, 150 GPM pump	
<b>FS19GB05</b>	Wildland quick attack body, Ford F550, 4x4 diesel, 3/16" aluminum body, 300 gallon skid, 150GPM pump.	
<b>FS19GB06</b>	Wildland quick attack body, Ram 5500, 4x4 diesel, 3/16" aluminum body, 300 gallon skid, 150GPM pump.	
<b>FS19GB07</b>	Wildland Flatbed, Freightliner/M2, 1000 gallon water, 300 GPM pump, aluminum flatbed, pump and roll.	
<b>FS19GB08</b>	Wildland Flatbed, I-H chassis, 1000 gallon water, 300 GPM pump, aluminum flatbed, pump and roll.	
<b>FS19GB09</b>	Wildland Flatbed, Peterbilt chassis, 1000 gallon water, 300 GPM pump, aluminum flatbed, pump and roll.	
<b>FS19GB10</b>	Wildland Flatbed, Kenworth chassis, 1000 gallon water, 300 GPM pump, aluminum flatbed, pump and roll	
<b>FS19GB11</b>	Danko Quick Attack, Ford F550 4x4 diesel, 3/16" painted aluminum body, 300 gallon water, 150GPM pump.	



<b>FS19GB12</b>	Danko Quick Attack, Ram 5500, 4x4 diesel, 3/16" painted aluminum body, 300 gallon water 150GPM pump.	
<b>D. Special Service Apparatus (Walk-In &amp; Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center</b>		
<b>FS19GD01</b>	Rescue, Ford F550, 4x4 chassis, Non-Walk-In Rescue Body, 10' painted 3/16" aluminum body.	
<b>FS19GD02</b>	Rescue, Ram 5500, 4x4 chassis, Non-Walk-In Rescue Body, 10' painted 3/16" aluminum body.	
<b>E. Pumper/Tankers &amp; Tankers</b>		
<b>FS19GE01</b>	Ford 550, Mini Pumper 4 door, 4x4, diesel chassis, 1250GPM pump, 300 gallon water, painted 3/16" aluminum body.	
<b>FS19GE02</b>	IHC, 2-door chassis, Pumper Tanker, single axle, 750 GPM pump, 2000 gallon poly tank, swivel dump valve, hose bed, LED lighting	
<b>FS19GE03</b>	Freightliner, 2-door chassis, Pumper Tanker, single axle, 750 GPM pump, 2000 gallon poly tank, swivel dump valve, hose bed, LED lighting	
<b>FS19GE04</b>	Kenworth, 2-door chassis, Pumper Tanker, single axle, 750 GPM pump, 2000 gallon poly tank, swivel dump valve, hose bed, LED lighting	
<b>FS19GE05</b>	Peterbilt, 2-door chassis, Pumper Tanker, single axle, 750 GPM pump, 2000 gallon poly tank, swivel dump valve, hose bed, LED lighting	
<b>FS19GE06</b>	IHC, 2-door chassis, Pumper Tanker, tandem axle, 750 GPM pump, 3000 gallon poly tank, swivel dump valve, hose bed, LED lighting	
<b>FS19GE07</b>	Freightliner, 2-door chassis, Pumper Tanker, tandem axle, 750 GPM pump, 3000 gallon poly tank, swivel dump valve, hose bed, LED lighting	
<b>FS19GE08</b>	Kenworth, 2-door chassis, Pumper Tanker, tandem axle, 750 GPM pump, 3000 gallon poly tank, swivel dump valve, hose bed, LED lighting	
<b>FS19GE09</b>	Peterbilt, 2-door chassis, Pumper Tanker, tandem axle, 750 GPM pump, 3000 gallon poly tank, swivel dump valve, hose bed, LED lighting	
<b>FS19GE10</b>	IHC, 2-door chassis, Tanker, single axle, 400 GPM auxiliary pump with diesel engine, 2000 gallon poly tank, stainless plumbing, swivel dump, LED lights	
<b>FS19GE11</b>	Freightliner 2-door chassis, Tanker, single axle, 400 GPM auxiliary pump with diesel engine, 2000 gallon poly tank, stainless plumbing, swivel dump, LED lights	
<b>FS19GE12</b>	Kenworth, 2-door chassis, Tanker, single axle, 400 GPM auxiliary pump with diesel engine, 2000 gallon poly tank, stainless plumbing, swivel dump, LED lights	
<b>FS19GE13</b>	Peterbilt, 2-door chassis, Tanker, single axle, 400 GPM auxiliary pump with diesel engine, 2000 gallon poly tank, stainless plumbing, swivel dump, LED lights	
<b>FS19GE14</b>	IHC, 2-door chassis, Tanker, tandem axle, 400 GPM auxiliary pump with diesel engine, 3000 gallon poly tank, stainless plumbing, swivel dump, LED lights	
<b>FS19GE15</b>	Freightliner, 2-door chassis, Tanker, tandem axle, 400 GPM auxiliary pump with diesel engine, 3000 gal poly tank, stainless plumbing, swivel dump, LED lights	
<b>FS19GE16</b>	Kenworth, 2-door chassis, Tanker, tandem axle, 400 GPM auxiliary pump with diesel engine, 3000 gallon poly tank, stainless plumbing, swivel dump, LED lights	
<b>FS19GE17</b>	Peterbilt, 2-door chassis, Tanker, tandem axle, 400 GPM auxiliary pump with diesel engine, 3000 gallon poly tank, stainless plumbing, swivel dump, LED lights	
<b>FS19GE18</b>	Ford 750 2-door chassis, Tanker, single axle, 400 GPM auxiliary pump with gas engine, 1800 gallon poly tank, stainless plumbing, swivel dump, LED lights.	
<b>FS19GE19</b>	Freightliner, 2 door chassis, Crossmount pumper, single axle, 1000 GPM pump with V10 Gas Engine, 1000 gallon poly tank, top mount controls, ladder storage, LED lights, aluminum body.	
<b>FS19GE20</b>	Freightliner, 4 door chassis, Pumper, single axle, 1250 GPM pump, 1000 gallon poly tank, aluminum body, ladder storage, hosebed, side mount controls, LED lights.	
<b>FS19GE21</b>	Freightliner, 4 door chassis, Pumper/tanker, 1250 GPM pump, 1600 gallon poly tank, aluminum body, rear swivel dump, portable tank storage, hosebed, LED lights	
<b>H. Darley</b>		
<b>A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)</b>		
<b>FS19HA01</b>	Spartan Single Rear Axle Chassis, Poly Body, 1500 GPM Midship CAFS Pump, Rear Mount 78 ft Steel Aerial, 500 Gallon Tank	
<b>FS19HA02</b>	Spartan Tandem Rear Chassis, Poly Body, 1500 GPM Midship CAFS Pump, Rear Mount 109 ft Steel Aerial, 300 Gallon Tank	



<b>B. Wildland Fire Apparatus (Brush Fire)</b>		
<b>FS19HB01</b>	Darley Wildland Attack Unit, Ford F550, Poly Body with Foam System	
<b>C. Pumper Fire Apparatus</b>		
<b>FS19HC01</b>	IH 2-Door Single Rear Axle Chassis, Poly Body, 1500 GPM CAFS Midship Pump, 1000 Gallon Tank	
<b>FS19HC02</b>	Spartan Single Rear Axle Chassis, Poly Body, 1500 GPM CAFS Midship Pump, 1000 Gallon Tank	
<b>FS19HC03</b>	Spartan Tandem Rear Axle Chassis, Poly Body, 1500 GPM Midship Pump, 2500 Gallon Tank	
<b>D. Special Service Apparatus (Walk-In &amp; Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center</b>		
<b>FS19HD01</b>	IH 2-Door Single Rear Axle, Heavy Rescue Poly Body, Non-Walk-In Body	
<b>FS19HD02</b>	Spartan Single Rear Axle, Heavy Rescue Poly Body, Non-Walk-In Body	
<b>E. Pumper/Tankers &amp; Tankers</b>		
<b>FS19HE01</b>	Spartan Single Rear Axle Chassis, Poly Body, 1000 GPM Midship Pump, 2000 Gallon Tank	
<b>FS19HE02</b>	IH 2-Door Tandem Rear Axle Chassis, Poly Body, 1250 GPM Midship Pump, 2500 Gallon Tank	
<b>FS19HE03</b>	Spartan Tandem Rear Axle Chassis, Poly Body, 1500 GPM Midship Pump, 3500 Gallon Tank	
<b>I. Deep South</b>		
<b>B. Wildland Fire Apparatus (Brush Fire)</b>		
<b>FS19IB01</b>	Deep South Wildland Fire Apparatus, Ford Gas F-550 Regular Cab, 4X4, - 9' Alum. Flatbed Fire Body w/skid unit-150 GPM pump, 250 gallon tank.	
<b>FS19IB02</b>	Deep South Wildland Fire Apparatus, IHC 4400 Regular Cab, 4X2, 15' Alum. Flatbed Fire Body w/skid unit-150 GPM pump, 250 gallon tank.	
<b>FS19IB03</b>	Skid Unit, 100 GPM pump, 250 gallon water tank, Hose reel, 200' of 1" redline	
<b>FS19IB04</b>	Deep South Wildland Fire Apparatus, Ford Diesel F-350, Regular Cab, 4x4, 8' Factory Truck Bed w/skid unit, 150 GPM pump, 250 gallon water tank	
<b>C. Pumper Fire Apparatus</b>		
<b>FS19IC01</b>	1000 Series Pumper / KW T-370 2 door. Hi/Low Series Pumper, 750 Gallon Poly Tank - 1/8" Hi/Low Alum. body. Side-mount 1250 GPM pump.	
<b>FS19IC02</b>	1000 Series Pumper / Spartan Metro 4 door. Hi/Low Series Pumper, 750 Gallon Poly Tank - 1/8" Hi/Low Alum. Body. Side-mount 1250 GPM pump.	
<b>D. Special Service Apparatus (Walk-In &amp; Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center</b>		
<b>FS19ID01</b>	Quick Response Rescue / Fire Apparatus, Ford Gas F-550 Regular cab, 4X4, 9' - 1/8" Alum. 68" High Rescue / Fire Body.	
<b>FS19ID02</b>	Medium-Duty "Walk-Around" Rescue Body / KW T-370 2- door 12' - 1/8" Alum. 84" High Rescue / Fire Body.	
<b>FS19ID03</b>	Heavy Duty "Walk-Around" Rescue Body/Spartan Metro 4 Door, 18' Alum. 84" High Rescue/Fire Body.	
<b>E. Pumper/Tankers &amp; Tankers</b>		
<b>FS19IE01</b>	Classic Series Mild Steel Tank / KW T-370 2 door - 3/16" Semi-Elliptical 1800 gallon coated mild steel tank body & subframe, 500 GPM PTO pump.	
<b>FS19IE02</b>	Classic Series Poly Tank / KW T-370 2 door. 1800 gallon Poly Tank 1/8" Aluminum Body & Subframe, 500 GPM PTO pump.	
<b>FS19IE03</b>	Classic Series Poly Tank / Spartan Metro 4 dr - 1800 gallon Poly Tank 1/8" Alum. Body & Subframe, 500 GPM PTO pump.	
<b>J. Emergency One (E-One)</b>		
<b>A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)</b>		
<b>FS19JA01</b>	E-One Typhoon, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, 1500 GPM Single Stage Pump, 500 Gallon Tank, Welded Aluminum 50' Boom - 50 FT. 300# Tip Load, Mid Mount Telescoping Boom with Rescue Ladder	



<b>FS19JA02</b>	E-One Typhoon, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, 1500 GPM Single Stage Pump, 500 Gallon Tank, Welded Extruded Aluminum HP75 - 75 FT. 550# Tip Load, Rear Mount Telescoping Ladder	
<b>FS19JA03</b>	E-One Typhoon, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, 1500 GPM Single Stage Pump, 500 Gallon Tank, Welded Extruded Aluminum HP78 - 78 FT. 650# Tip Load, Rear Mount Telescoping Ladder	
<b>FS19JA04</b>	E-One Quest, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, 1500 GPM Single Stage Pump, 500 Gallon Tank, Welded Extruded Aluminum HP78 - 78 FT. 825# Tip Load, Rear Mount Telescoping Ladder	
<b>FS19JA05</b>	E-One Typhoon, 4 Door Full Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, No Pump, No Tank, Welded Extruded Aluminum Metro 100 - 100 FT. 300# Tip Load, Rear Mounted Telescoping Ladder.	
<b>FS19JA06</b>	E-One Typhoon, 4 Door Full Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Extruded Aluminum HR100 - 100 FT. 300# Tip Load, Rear Mounted Telescoping Ladder.	
<b>FS19JA07</b>	E-One Typhoon, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 500 Gallon Tank, Welded Extruded Aluminum HP100 - 100 FT. 550# Tip Load, Rear Mounted Telescoping Ladder	
<b>FS19JA08</b>	E-One Typhoon, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Steel HPS105 - 105 FT. 575# Tip Load, Rear Mounted Telescoping Ladder	
<b>FS19JA09</b>	E-ONE Quest, 4 Door Full Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Extruded Aluminum CR137 - 137 FT. 300# Tip Load, Rear Mount Telescoping Ladder	
<b>FS19JA10</b>	E-One Typhoon, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Extruded Aluminum L193 - 95' 1305# Tip Load, Mid-Mounted Telescoping Ladder Platform	
<b>FS19JA11</b>	E-One Typhoon, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Extruded Aluminum L095- 92' 1025# Tip Load, Rear Mounted Telescoping Ladder with Platform	
<b>FS19JA12</b>	E-ONE Typhoon, 4 Door full Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Extruded Aluminum HP100 - 100 FT. 1305# Tip Load, Rear Mounted Telescoping Ladder with Platform	
<b>FS19JA13</b>	E-ONE Typhoon, 4 Door full Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Steel HPS100P - 100 FT. 1305# Tip Load, Rear Mounted Telescoping Ladder with Platform	
<b>FS19JA14</b>	E-One Typhoon, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Steel SM10 100' 1305# Tip Load, Mid Mounted Telescoping Ladder with Platform	
<b>FS19JA15</b>	E-One Typhoon, 4-Door Full-Tilt Aluminum Cab, Extruded Aluminum Body, Tandem/Axle, 2000 GPM Single Stage Pump, 300 Gallon Tank, Bronto 116'+ 1400# Tip Load Rear Mounted Telescoping & Articulating Steel Boom with Platform	
<b>B. Wildland Fire Apparatus (Brush Fire)</b>		
<b>FS19JB01</b>	E-ONE Ford F550 4X4 Quick Attack Pumper, 500 GPM, Welded Extruded Aluminum Body, Single Axle, Side Mount Pump Module	



<b>C. Pumper Fire Apparatus</b>		
<b>FS19JC01</b>	Freightliner M2, 2-Door Commercial Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	
<b>FS19JC02</b>	International 4400, 2-Door Commercial Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	
<b>FS19JC03</b>	Kenworth T370, 2-Door Commercial Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	
<b>FS19JC04</b>	Peterbilt 348, 2-Door Commercial Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	
<b>FS19JC05</b>	E-One Typhoon, 4-Door Custom Full-Tilt Welded Aluminum Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	
<b>FS19JC06</b>	E-ONE Typhoon, 4 Door Custom Full Tilt Welded Aluminum Cab, Rear Engine Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	
<b>FS19JC07</b>	E-ONE Quest, 4 Door Custom Full Tilt Welded Aluminum Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Rear Mount Pump Module	
<b>FS19JC08</b>	E-One Typhoon Urban Interface Pumper, 4-Door Custom Full-Tilt Welded Aluminum Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	
<b>D. Special Service Apparatus (Walk-In &amp; Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center</b>		
<b>FS19JD01</b>	Ford F550, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	
<b>FS19JD02</b>	Freightliner M2, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	
<b>FS19JD03</b>	International 4400, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	
<b>FS19JD04</b>	Kenworth T370, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	
<b>FS19JD05</b>	Peterbilt 348, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	
<b>FS19JD06</b>	Kenworth T370, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Walk-In Rescue	
<b>FS19JD07</b>	Peterbilt 348, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Walk-In Rescue	
<b>FS19JD08</b>	Freightliner M2, 2-Door, OEM Cab, Single Axle, Welded Stainless Body, Walk-In Rescue	
<b>FS19JD09</b>	International 4400, 2-Door, OEM Cab, Single Axle, Welded Stainless Body, Walk-In Rescue	
<b>FS19JD10</b>	Kenworth T370, 2-Door, OEM Cab, Single Axle, Welded Stainless Body, Walk-In Rescue	
<b>FS19JD11</b>	Peterbilt 348, 2-Door, OEM Cab, Single Axle, Welded Stainless Body, Walk-In Rescue	
<b>FS19JD12</b>	E-One Typhoon, 4-Door Custom, Full-Tilt, Welded Aluminum Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	
<b>FS19JD13</b>	E-One Typhoon, 4-Door Custom, Full-Tilt, Welded Aluminum Cab, Single Axle, Welded Extruded Aluminum Body, Walk-In Rescue	
<b>E. Pumper/Tankers &amp; Tankers</b>		
<b>FS19JE01</b>	Freightliner M2, 2-Door, Commercial Cab, Pumper/Tanker, Welded Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pump Module	
<b>FS19JE02</b>	International, 2-Door, Commercial Cab, Pumper/Tanker, Welded Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pump Module	
<b>FS19JE03</b>	Kenworth T370, 2-Door, Commercial Cab, Pumper/Tanker, Welded Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pump Module	
<b>FS19JE04</b>	Peterbilt 348, 2-Door, Commercial Cab, Pumper/Tanker, Welded Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pump Module	
<b>FS19JE05</b>	International 4400, 2-Door Commercial Cab, 2000 Gallon Tanker, Wet Side Body, Single Axle, 500 GPM Pump, Stainless Steel Body	



<b>FS19JE06</b>	Freightliner M2, 2-Door Commercial Cab, 2000 Gallon Tanker, Wet Side Body, Single Axle, 500 GPM Pump, Stainless Steel Body	
<b>FS19JE07</b>	Kenworth T370, 2-Door Commercial Cab, 2000 Gallon Tanker, Wet Side Body, Single Axle, 500 GPM Pump, Stainless Steel Body	
<b>FS19JE08</b>	Peterbilt 348, 2-Door Commercial Cab, 2000 Gallon Tanker, Wet Side Body, Single Axle, 500 GPM Pump, Stainless Steel Body	
<b>FS19JE09</b>	International, 2-Door Commercial Cab, rear 3000 Gallon Tanker, Wet Side Body, Tandem Axle, 500 GPM Pump, Stainless Steel Body	
<b>FS19JE10</b>	Freightliner M2, 2-Door Commercial Cab, rear 3000 Gallon Tanker, Wet Side Body, Tandem Axle, 500 GPM Pump, Stainless Steel Body	
<b>FS19JE11</b>	Kenworth T370, 2-Door Commercial Cab, rear 3000 Gallon Tanker, Wet Side Body, Tandem Axle, 500 GPM Pump, Stainless Steel Body	
<b>FS19JE12</b>	Peterbilt 348, 2-Door Commercial Cab, rear 3000 Gallon Tanker, Wet Side Body, Tandem Axle, 500 GPM Pump, Stainless Steel Body	
<b>FS19JE13</b>	International 4400, 2-Door, Commercial Cab, 2000 Gallon Elliptical Vacuum Tanker, Welded Stainless Steel Body, Single Axle, 500 GPM Pump	
<b>FS19JE14</b>	International, 2-Door, Commercial Cab, 3500 Gallon Elliptical Vacuum Tanker, Welded Stainless Steel Body, Tandem Axle, 500 GPM Pump	
<b>FS19JE15</b>	Freightliner M2, 2-Door, Commercial Cab, 2000 Gallon Elliptical Vacuum Tanker, Welded Stainless Steel Body, Single Axle, 500 GPM Pump	
<b>FS19JE16</b>	Freightliner, 2-Door, Commercial Cab, 3500 Gallon Elliptical Vacuum Tanker, Welded Stainless Steel Body, Tandem Axle, 500 GPM Pump	
<b>FS19JE17</b>	E-ONE Typhoon, 4-Door, Custom Full-Tilt, Welded Aluminum Cab, Pumper/Tanker, Welded Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pump Module	

#### **F. Airport Rescue Fire-Fighting Vehicles**

<b>FS19JF01</b>	E-ONE Titan 4x4 P801-Class 4 ARFF, Coil Spring Suspension, 1585 water/205 foam gallons, 500 lbs dry chemical, NFPA 414 & FAA Compliant)	
<b>FS19JF02</b>	E-ONE Titan 6x6 P811, Class 5 ARFF, Coil Spring Suspension, 3170 water/420 foam gallons, 500 lbs dry chemical, NFPA 414 & FAA Compliant	

#### **K. Emergency Vehicles, Inc. (EVI)**

#### **D. Special Service Apparatus (Walk-In & Non-Walk In Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile**

<b>FS19KD01</b>	Ford F-550 2-Door, Single Axle   10' Non-Walk-In Rescue (Aluminum)	
<b>FS19KD02</b>	Ford F-550 2-Door, Single Axle   12' Non-Walk-In Rescue (Aluminum)	
<b>FS19KD03</b>	Ford F-550 4-Door, Single Axle   12' Non-Walk-In Rescue (Aluminum)	
<b>FS19KD04</b>	Ford F-550 2-Door, Single Axle   12' Walk-In Rescue (Aluminum)	
<b>FS19KD05</b>	Freightliner M2, 2-Door, Single Axle   16' Non-Walk-In Rescue (Aluminum)	
<b>FS19KD06</b>	International 4400, 2-Door, Single Axle   16' Non-Walk-In Rescue (Aluminum)	
<b>FS19KD07</b>	Freightliner M2, 4-Door, Single Axle   16' Non-Walk-In Rescue (Aluminum)	
<b>FS19KD08</b>	Freightliner M2, 2-Door, Single Axle   16' Walk-In Rescue (Aluminum)	
<b>FS19KD09</b>	International 4400, 2-Door, Single Axle   16' Walk-In Rescue (Aluminum)	
<b>FS19KD10</b>	Freightliner M2, 4-Door, Single Axle   18' Walk-In Rescue (Aluminum)	
<b>FS19KD11</b>	International 4400, 4-Door, Single Axle   18' Walk-In Rescue (Aluminum)	
<b>FS19KD12</b>	Freightliner M2, 2-Door, Single Axle   18' Crew-Body Rescue (Aluminum)	
<b>FS19KD13</b>	Freightliner M2, 2-Door, Single Axle   18' Mobile Command Center (Aluminum)	
<b>FS19KD14</b>	Spartan, 4-Door Full Tilt, Single Axle   21' Non-Walk-In Rescue (Aluminum)	
<b>FS19KD15</b>	Spartan, 4-Door Full Tilt, Single Axle   21' Walk-In Rescue (Aluminum)	
<b>FS19KD16</b>	Freightliner M2, 4-Door, Single Axle   25' Walk-In Rescue (Aluminum)	
<b>FS19KD17</b>	International 4400, 4-Door, Single Axle   25' Walk-In Rescue (Aluminum)	
<b>FS19KD18</b>	Freightliner M2, 4-Door, Tandem Axle   25' Walk-In Rescue (Aluminum)	
<b>FS19KD19</b>	International 4400, 4-Door, Tandem Axle   25' Walk-In Rescue (Aluminum)	
<b>FS19KD20</b>	Spartan, 4-Door, Full Tilt, Tandem Axle   30' Walk-In Rescue (Aluminum)	
<b>FS19KD21</b>	Freightliner M2, 2-Door, Tandem Axle   30' Walk-In Command Center (Aluminum)	



<b>FS19KD22</b>	Ford F-550 2-Door, Single Axle   14' Crew-Body Rescue (Aluminum)	
<b>FS19KD23</b>	Ford F-550 4-Door, Single Axle   12' 1250 GPM Mini-Pumper (Aluminum)	
<b>FS19KD24</b>	Ford F-550 2-Door, Single Axle   10' Quick Attack (Aluminum)	
<b>FS19KD25</b>	Ford Expedition SUV Single Axle   Command Vehicle	
<b>FS19KD26</b>	Ford F-350 4-Door Pick Up, Single Axle   Command Vehicle	
<b>FS19KD27</b>	Ford F-550 2-Door, Single Axle   16' Walk-In Special Service Unit (Aluminum)	
<b>FS19KD28</b>	Ford Transit 350, Single Axle   Command Unit	
<b>FS19KD29</b>	Freightliner M2 2-Door, Single Axle   32' Walk-In Command Center (Aluminum)	
<b>FS19KD30</b>	Spartan, 3-Door, Single Axle   24' Crew-Body Haz-Mat Unit (Aluminum)	
<b>FS19KD31</b>	Spartan, 3-Door, Single Axle   24' Non-Walk-In Haz-Mat Unit (Aluminum)	
<b>FS19KD32</b>	Spartan, 4-Door Tandem Axle   26' Non-Walk-In Rescue (Aluminum)	
<b>FS19KD33</b>	International 4400 2-Door, Single Axle   15' Air-Light Unit (Aluminum)	
<b>FS19KD34</b>	Ford F-550 Super Cab, Single Axle   10' ESU Unit (Aluminum)	
<b>FS19KD35</b>	Ford Transit 350, single axle tactical unit	
<b>L. Ferrara</b>		
<b>A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)</b>		
<b>FS19LA01</b>	Cinder, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Single Axle, 57' Rear Mounted Telescoping Ladder	
<b>FS19LA02</b>	Igniter, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Single Axle, 57' Rear Mounted Telescoping Ladder	
<b>FS19LA03</b>	Inferno, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Single Axle, 57' Rear Mounted Telescoping Ladder	
<b>FS19LA04</b>	Cinder, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Single Axle, 77' Rear Mounted Telescoping Ladder	
<b>FS19LA05</b>	Igniter, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Single Axle, 77' Rear Mounted Telescoping Ladder	
<b>FS19LA06</b>	Inferno, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Single Axle, 77' Rear Mounted Telescoping Ladder	
<b>FS19LA07</b>	Inferno, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Tandem Axle, 107' Rear Mounted Telescoping Ladder	
<b>FS19LA08</b>	Inferno, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Tandem Axle, 127' Rear Mounted Telescoping Ladder	
<b>FS19LA09</b>	Inferno, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Tandem Axle, 100' Mid-Mounted Telescoping Ladder	
<b>FS19LA10</b>	Inferno, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Tandem Axle, 85' Mid-Mounted Telescoping Ladder with Platform	
<b>FS19LA11</b>	Inferno, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Tandem Axle, 85' Rear Mounted Telescoping Ladder with Platform	
<b>FS19LA12</b>	Inferno, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Tandem Axle, 100' Rear Mounted Telescoping Ladder with Platform	
<b>FS19LA13</b>	Inferno, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Tandem Axle, 100' Mid-Mounted Telescoping Ladder with Platform	
<b>FS19LA14</b>	Inferno, 4-Door Full-Tilt OEM Cab, Aluminum Body, Tandem Axle, 100' Tractor Drawn Ladder	
<b>B. Wildland Fire Apparatus (Brush Fire)</b>		
<b>FS19LB01</b>	Self-Contained Slip-In Unit	
<b>FS19LB02</b>	Ferrara Brush Fire Apparatus, Ford Truck, Extruded Aluminum Flatbed	
<b>FS19LB03</b>	Ferrara Brush Fire Apparatus, Dodge Truck, Extruded Aluminum Flatbed	
<b>C. Pumper Fire Apparatus</b>		
<b>FS19LC01</b>	Freightliner M2, 2-Door, Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	
<b>FS19LC02</b>	Freightliner M2, 4-Door, Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	
<b>FS19LC03</b>	Custom Cinder, 4-Door, Full-Tilt Cab, Extruded Aluminum Body, Single Axle, 1500 GPM Pump, Mid-Mounted Pumper	
<b>FS19LC04</b>	Custom Igniter, 4-Door, Full-Tilt Cab, Extruded Aluminum Body, Single Axle, 1500 GPM Pump, Mid-Mounted Pumper	



<b>FS19LC05</b>	Custom Inferno, 4-Door, Full-Tilt Cab, Extruded Aluminum Body, Single Axle, 1500 GPM Pump, Mid-Mounted Pumper	
<b>D. Special Service Apparatus (Walk-In &amp; Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile</b>		
<b>FS19LD01</b>	Ford 550, 2-door Cab, Single Axle, Extruded Aluminum Body, NON-Walk-In LIGHT Rescue	
<b>FS19LD02</b>	Ford 550, 2-door Super Cab, Single Axle, Extruded Aluminum Body, NON-Walk-In LIGHT Rescue	
<b>FS19LD03</b>	Ford 550, 4-door Cab, Single Axle, Extruded Aluminum Body, NON-Walk-In LIGHT Rescue	
<b>FS19LD04</b>	Freightliner M2, 2-door Cab, Single Axle, Extruded Aluminum Body, NON-Walk-In MEDIUM Rescue	
<b>FS19LD05</b>	Freightliner M2, 4-door Cab, Single Axle, Extruded Aluminum Body, NON-Walk-In MEDIUM Rescue	
<b>FS19LD06</b>	Freightliner M2, 2-door Cab, Single Axle, Extruded Aluminum Body, Walk-In MEDIUM Rescue	
<b>FS19LD07</b>	Freightliner M2, 4-door Cab, Single Axle, Extruded Aluminum Body, Walk-In MEDIUM Rescue	
<b>FS19LD08</b>	Cinder, 4-Door, Full-Tilt, OEM Cab, Single Axle, Extruded Aluminum Body, NON Walk-In HEAVY Rescue	
<b>FS19LD09</b>	Cinder, 4-Door, Full-Tilt, OEM Cab, Single Axle, Extruded Aluminum Body, Walk-In HEAVY Rescue	
<b>FS19LD10</b>	Igniter, 4-Door, Full-Tilt, OEM Cab, Single Axle, Extruded Aluminum Body, NON Walk-In HEAVY Rescue	
<b>FS19LD11</b>	Igniter, 4-Door, Full-Tilt, OEM Cab, Single Axle, Extruded Aluminum Body, Walk-In HEAVY Rescue	
<b>FS19LD12</b>	Inferno, 4-Door, Full-Tilt, OEM Cab, Single Axle, Extruded Aluminum Body, NON Walk-In HEAVY Rescue	
<b>FS19LD13</b>	Inferno, 4-Door, Full-Tilt, OEM Cab, Single Axle, Extruded Aluminum Body, Walk-In HEAVY Rescue	
<b>FS19LD14</b>	Inferno, 4-Door, Full-Tilt, OEM Cab, Single Axle, Extruded Aluminum Body, Incident Command Vehicle	
<b>E. Pumper/Tankers &amp; Tankers</b>		
<b>FS19LE01</b>	M2 Freightliner, 2-Door, Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pumper/Tanker (3000 Gallons)	
<b>FS19LE02</b>	M2 Freightliner, 4-Door, Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pumper/Tanker (3000 Gallons)	
<b>FS19LE03</b>	Custom Cinder 2, 4-Door, Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pumper/Tanker (3000 Gallons)	
<b>FS19LE04</b>	Custom Igniter, 4-Door, Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pumper/Tanker (3000 Gallons)	
<b>FS19LE05</b>	Custom Inferno, 4-Door, Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pumper/Tanker (3000 Gallons)	
<b>M. Firematic</b>		
<b>B. Wildland Fire Apparatus (Brush Fire)</b>		
<b>FS19MB01</b>	Firematic, RALLY B.R.A.T. ® Ford F550, 4WD, 4-Door , Aluminum flatbed body, 300 Gallon Water Tank, 18 HP Pump, Pump and Roll Capability, Super Single wheels and tires	
<b>FS19MB02</b>	Firematic, Rally B.R.A.T. ® Ford F550, 4WD, 4-Door , Aluminum compartment body, 300 Gallon Water Tank, 18 HP Pump, Pump and Roll Capability, Super Single wheels and tires	
<b>FS19MB03</b>	Firematic, Rally B.R.A.T. ® Ford F350, 4WD, 2-Door , Aluminum flatbed body, 250 Gallon Water Tank, Hale HPX200 Pump, Pump and Roll Capability, Super Single wheels and tires	
<b>FS19MB04</b>	Firematic, Army 2.5 ton Brush Breaker, 6WD, 2-Door , Steel flatbed and tube body, 600 Gallon Water Tank, Hale 30FS/Deutz Diesel Pump, Pump and Roll Capability	
<b>FS19MB05</b>	Firematic, Army 5 ton Brush Breaker, 6WD, 2-Door , Steel flatbed and tube body, 1000 Gallon Water Tank, Hale 30FS/Deutz Diesel Pump, Pump and Roll Capability, Super Single wheels and tires	



<b>FS19MB06</b>	Firematic, Rally B.R.A.T. ® Dodge 5500, 4WD, 4-Door , Aluminum flatbed body, 300 Gallon Water Tank, 18 HP Pump, Pump and Roll Capability, Super Single wheels and tires	
<b>FS19MB07</b>	Firematic, B.R.A.T. ® Ford F550, 4WD, 4-Door , Aluminum flatbed body, Aluminum investment protection cage, 300 Gallon Water Tank, 18 HP Pump, Pump and Roll Capability, Super Single wheels and tires	
<b>FS19MB08</b>	Firematic, Rally Grass Rig Ford F450, 4WD, 2-Door , Aluminum flatbed body with walkway, 300 Gallon Water Tank, Hale HPX200 Pump, Pump and Roll Capability, Super Single wheels and tires	
<b>C. Pumper Fire Apparatus</b>		
<b>FS19MC01</b>	Firematic, B.R.A.T. ® 1000. Commercial Pumper, Aluminum compartment body, Mid Mount, Ford F550 4x4, 300 Gallon Water Tank, 1250 GPM Pump	
<b>FS19MC02</b>	Firematic, Rally B.R.A.T. ® 1000. Commercial Pumper, Aluminum flatbed body, Mid Mount, Ford F550 4x4, 300 Gallon Water Tank, 1250 GPM Pump	
<b>FS19MC03</b>	Firematic, Brute Commercial Pumper, Aluminum compartment body, Front Mount, Freightliner 4x4, 750 Gallon Water Tank, 1250 GPM Pump	
<b>FS19MC04</b>	Firematic, Brute Commercial Pumper, Aluminum compartment body, Front Mount, International 7400 4x4, 750 Gallon Water Tank, 1500 GPM Pump	
<b>FS19MC05</b>	Firematic, Brute Commercial Pumper, Aluminum compartment body, Mid Mount, 750 Gallon Water Tank, 1250 GPM Pump	
<b>D. Special Service Apparatus (Walk-In &amp; Non-Walk In Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center</b>		
<b>FS19MD01</b>	Firematic, Rescue B.R.A.T. ® Non Walk In, Aluminum Body Light Rescue, Ford F550	
<b>FS19MD02</b>	Firematic, Rescue B.R.A.T. ® Walk In, Aluminum Body Light Rescue, Ford F550	
<b>FS19MD03</b>	Firematic, Commercial Rescue, non Walk In, Aluminum Body	
<b>FS19MD04</b>	Firematic, Commercial Rescue, Walk In, Aluminum Body	
<b>FS19MD05</b>	Firematic, Special Purpose, Chief's Vehicle, Ford	
<b>FS19MD06</b>	Firematic, Special Purpose, Chief's Vehicle, Chevy	
<b>FS19MD07</b>	Firematic, Special Purpose, Chief's Vehicle, Dodge	
<b>N. HME</b>		
<b>A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)</b>		
<b>FS19NA01</b>	Ahrens-Fox Fire Engine Co. AF1 Chassis, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Single Axle, Stainless Steel Body, 1500 GPM Single Stage Pump, 400 Gallon Tank, Steel Ladder, 1000# Tip Load, Rear Mounted Telescoping Ladder	
<b>FS19NA02</b>	HME 1871W, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Single Axle, Stainless Steel Body, 1500 GPM Single Stage Pump, 400 Gallon Tank, Steel Ladder HAF80L, 1000# Tip Load, Rear Mounted Telescoping Ladder	
<b>FS19NA03</b>	Ahrens-Fox Fire Engine Co. AF1, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Tandem Axle, Stainless Steel Body, 1500 GPM Single Stage Pump, 400 Gallon Tank, Steel Ladder, 1000# Tip Load, Rear Mounted Telescoping Ladder	
<b>FS19NA04</b>	HME 1871W, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Tandem Axle, Stainless Steel Body, 1500 GPM Single Stage Pump, 400 Gallon Tank, Steel Ladder HAF111L, 1000# Tip Load, Rear Mounted Telescoping Ladder	
<b>FS19NA05</b>	HME SFO, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Single Axle, Stainless Steel Body, 1500 GPM Single Stage Pump, 500 Gallon Tank, HAF51T, 1000# Tip Load, Rear Mounted Steel Boom	
<b>FS19NA06</b>	Ahrens-Fox Fire Engine Co. AF1, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six Man Seating, Tandem Axle, Stainless Steel Body, 10GPM Single Stage Pump, 500 Gallon Tank, Stainless Platform, 500# Tip Load, Rear Mounted Telescoping Ladder	
<b>B. Wildland Fire Apparatus (Brush Fire)</b>		
<b>FS19NB01</b>	HME Ford F-550 4x4 Initial Attack MiniEvo, 1500 GPM Side Mounted Pump, Stainless Steel Body, 400 Gallons	



<b>FS19NB02</b>	HME SFO Initial Attack Type I, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, 1250 GPM Side Mounted Pump, Stainless Steel Body, Single Axle, 850 Gallons	
<b>FS19NB03</b>	HME International 4x4 Quick Attack Type III/34D, 500 GPM Side Mounted Pump, Stainless Steel Body, Single Axle, 500 Gallons	
<b>FS19NB04</b>	Ahrens-Fox Fire Engine Co. WUI (Wildland Urban Interface), 4-Door Custom, SFO-MFDxl, 4x4 AWD, Extruded Aluminum Cab, Four (4) Man Seating, 1500 GPM Distributed Water System, Pump and Roll, Stainless Steel Body, 700 Gallons, Michelin 445/50R 22.5 Super Single Tires	

### **C. Pumper Fire Apparatus**

<b>FS19NC01</b>	Ahrens-Fox Fire Engine Co. AF1, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Pumper, Stainless Steel Body, Single Axle, 1250 GPM Side Mounted Pump, 1045 Gallons	
<b>FS19NC02</b>	HME 1871W, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Pumper, Stainless Steel Body, Single Axle, 1250 GPM Side Mounted Pump, 1045 Gallons	
<b>FS19NC03</b>	HME SFO, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Pumper, Stainless Steel Body, Single Axle, 1250 GPM Side Mounted Pump, 1045 Gallons	
<b>FS19NC04</b>	HME International 2-Door Commercial Cab, Pumper, Stainless Steel Body, Single Axle, 1250 GPM Side Mounted Pump, 1045 Gallons	
<b>FS19NC05</b>	HME International 4-Door Commercial Cab, Pumper, Stainless Steel Body, Single Axle, 1250 GPM Side Mounted Pump, 1045 Gallons	
<b>FS19NC06</b>	HME 4x4 SFO H.X.R., 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (4) Man Seating, Pumper, Stainless Steel Body, Single Axle, 1500 GPM Side Mounted Pump, 500 Gallon Tank, Michelin 445/50R 22.5 Super Single Tires	

### **D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center**

<b>FS19ND01</b>	Ahrens-Fox Fire Engine Co. AF1, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Single Axle, 14' Stainless Steel Body, Non-Walk-In Rescue	
<b>FS19ND02</b>	HME 1871W, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Single Axle, 14' Stainless Steel Body, Non-Walk-In Rescue	
<b>FS19ND03</b>	HME SFO, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Single Axle, 14' Stainless Steel Body, Non-Walk-In Rescue	
<b>FS19ND04</b>	Ahrens-Fox Fire Engine Co. AF1, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Single Axle, 18' Stainless Steel Body, Non-Walk-In Rescue	
<b>FS19ND05</b>	HME 1871W, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Single Axle, 18' Stainless Steel Body, Non-Walk-In Rescue	
<b>FS19ND06</b>	HME SFO, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Single Axle, 18' Stainless Steel Body, Non-Walk-In Rescue	
<b>FS19ND07</b>	HME Ford F-550 4x4 4-Door Light Rescue PackRat, Non-Walk-In Stainless Steel Rescue Body	

### **E. Pumper/Tankers & Tankers**

<b>FS19NE01</b>	Ahrens-Fox Fire Engine Co. AF1, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Stainless Steel Body, Tandem Axle, 1250 GPM Side Mounted Pumper/Tanker, 3000 Gallons	
<b>FS19NE02</b>	HME 1871W, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Stainless Steel Body, Tandem Axle, 1250 GPM Side Mounted Pumper/Tanker, 3000 Gallons	
<b>FS19NE03</b>	HME International 2-Door Commercial Cab, Stainless Steel Body, Tandem Axle, 1250 GPM Side Mounted Pumper/Tanker, 3000 Gallons	
<b>FS19NE04</b>	HME International 4-Door Commercial Cab, Stainless Steel Body, Tandem Axle, 1250 GPM Side Mounted Pumper/Tanker, 3000 Gallons	

## **O. KME**

### **A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)**

<b>FS19OA01</b>	KME, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 79' 500# Rear Mounted Telescoping Steel Ladder	
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<b>FS19OA02</b>	KME, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 103', 4 Section, 500# Rear Mounted Telescoping Steel Ladder	
<b>FS19OA03</b>	KME, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 79' 750# Rear Mounted Telescoping Steel Ladder	
<b>FS19OA04</b>	KME, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 123' 500# Rear Mounted Telescoping Steel Ladder	
<b>FS19OA05</b>	KME, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 102' 1000# Rear Mounted Telescoping Ladder with Platform	
<b>FS19OA06</b>	KME, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' 1000# Mid-Mounted Telescoping Ladder with Platform	
<b>FS19OA07</b>	KME, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 100' 500# (Mid-Mount), Telescoping Steel Ladder	
<b>FS19OA08</b>	KME, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 55' Water Tower (FireStix)	
<b>FS19OA09</b>	International 4400, 4-Door, Formed Aluminum Body, Single Axle, 55' Water Tower (FireStix)	
<b>FS19OA10</b>	KME, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Tractor Drawn Aerial (TDA), 100', 4 Section 500# Steel Telescoping Ladder	
<b>B. Wildland Fire Apparatus (Brush Fire)</b>		
<b>FS19OB01</b>	Ford F-550, 4 x 4, 2-Door, Skid Mounted Pumper Body	
<b>FS19OB02</b>	Ford F-550, 4 x 4, 2-Door, Flatbed Style Skid Mounted Pumper	
<b>FS19OB03</b>	Ford F-550, 4 x 4, 2-Door, Aluminum Minipumper Body, 300 gal. Tank, 1000 gpm Midship PTO Pump	
<b>FS19OB04</b>	International 7400, 4x4, 4-Door, Ridgerunner, Dual Pump, 500/20 Gals Water/Foam, NFPA 1901/1906	
<b>FS19OB05</b>	International 7400, 4 x 4, 4-Door, OEM Interface Pumper, Formed Alum Body, Single Axle, 750 GPM, 500 Gallon Water	
<b>C. Pumper Fire Apparatus</b>		
<b>FS19OC01</b>	Freightliner M2, 2-Door, OEM Pumper, Formed Aluminum Body, Single Axle, 1250 GPM Pump, 750 Gal Tank-Challenger Series Pumper	
<b>FS19OC02</b>	International 4400, 2-Door, OEM Pumper, Formed Aluminum Body, Single Axle, 1250 GPM Pump, 750 Gal Tank-Pumper	
<b>FS19OC03</b>	KME Panther Chassis, 4-Door, Full-Tilt, Aluminum Cab, Formed Aluminum Body, Single Axle, 1250 GPM Pump, 750 Gal Tank-Pumper	
<b>FS19OC04</b>	KME Predator Chassis, 4-Door, Full-Tilt, Aluminum Cab, Alum Body, Single Axle, 1250 GPM Pump, Pumper	
<b>FS19OC05</b>	KME Severe Service Chassis, 4-Door, Full-Tilt, Aluminum Cab, Alum Body, Single Axle, 1250 GPM Pump, 750 Gal Tank Pumper	
<b>D. Special Service Apparatus (Walk-In &amp; Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center</b>		
<b>FS19OD01</b>	Ford F-550 4 x 2 Chassis, 2 Door, Light Duty Walk-Around Body	
<b>FS19OD02</b>	Intl 4300, 4 x 2, 2-Door, Medium Duty Walk-Around Body	
<b>FS19OD03</b>	International 4400, 4 x 2, 2-Door, Medium Duty Walk-In Body	
<b>FS19OD04</b>	KME Predator Chassis, 4-Door, Full-Tilt, Aluminum Cab, Alum Body, Single Axle, Heavy Duty Walk-Around Body	
<b>FS19OD05</b>	KME Custom, 4-Door, Full-Tilt, Aluminum Cab, Alum Body, Single Axle, Heavy Duty Combination Walk-in / Walk-Around Body	
<b>FS19OD06</b>	International 4400 4x2, 2-Door, 10 person Crew Carrier	
<b>E. Pumper/Tankers &amp; Tankers</b>		
<b>FS19OE01</b>	International 4400, 2-Door, Aluminum Treadplate Body, Single Axle, 1250 GPM Pump, Painted 1800 Gal Elliptical Tanker	
<b>FS19OE02</b>	International 7400, 2-Door, Aluminum Treadplate Body, Tandem Axle, 1250 GPM Pump, Painted 2500 Gal Elliptical Tanker	
<b>FS19OE03</b>	International 4400, 2-Door, Aluminum Treadplate Body, Single Axle, 500 GPM Pump, Painted 1800 Gal Wetside Tanker	
<b>FS19OE04</b>	International 7400, 2-Door, Aluminum Treadplate Body, Tandem Axle, 500 GPM Pump, Painted 2500 Gal Wetside Tanker	



<b>FS19OE05</b>	International 4400, 2-Door, Formed Galvanneal Body, Single Axle, 750 GPM Pump, 1800 Gal Dryside Tanker	
<b>FS19OE06</b>	International 7400, 2-Door, Formed Galvanneal Body, Tandem Axle, 750 GPM Pump, 3000 Gal Dryside Tanker	
<b>FS19OE07</b>	International 4400, 2-Door, Formed Galvanneal Body, Single Axle, 1250 GPM Pump, 1800 Gal Pumper/Tanker	
<b>FS19OE08</b>	International 7400, 2-Door, Formed Galvanneal Body, Tandem Axle, 1250 GPM Pump, 2500 Gal Pumper/Tanker	
<b>FS19OE09</b>	KME Predator, 4-Door, Full-Tilt, Aluminum Cab, Alum Body, Tandem Axle, 3,000 Gallon, Pumper-Tanker with 1250gpm Pump	
<b>F. Airport Rescue Fire-Fighting Vehicles</b>		
<b>FS19OF01</b>	Ford F550, 4 x 4, 4-Door, Class 1 RIV, 120 GAL AFFF Pre-mix	
<b>FS19OF02</b>	Ford F550, 4 x 4, 4-Door, Class 2 RIV, 500 GPM Pump, 300/40 Gal Water/Foam Tank	
<b>FS19OF03</b>	International 7400 4 x 4, 2-Door, Class 3 RIV, 500 GPM Pump, 500/75 Gal Water/Foam Tank	
<b>FS19OF04</b>	KME Custom Class 4 ARFF, 4 x 4, 2000 GPM, 1500/200 Gal Water/Foam Tank	
<b>FS19OF05</b>	KME Custom Class 5 ARFF, 6 x 6, 2000 GPM, 3000/400 Gal Water/Foam Tank	
<b>P. Marion</b>		
<b>A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)</b>		
<b>FS19PA01</b>	Spartan 4-Door, Aluminum Tilt Cab, Extruded Aluminum Body, 1500 GPM Pump, rear mount, 75' 3-section, telescopic steel ladder, Single Axle, 500#, 300 Gal. Tank	
<b>FS19PA02</b>	Spartan 4-Door, Aluminum Tilt Cab, Extruded Aluminum Body, 1500 GPM Pump, Rear Mount, 110' 4-section telescopic steel ladder, Tandem Axle, 750#, 300 Gal. Tank	
<b>C. Pumper Fire Apparatus</b>		
<b>FS19PC01</b>	IH 4400, 2-Door, Pumper, Extruded Aluminum Body, Single axle, 1250 GPM Pump, Side Mounted, 750 Gal. Tank	
<b>FS19PC02</b>	Freightliner M2, 2-Door, Pumper, Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mounted, 750 Gal. Tank	
<b>FS19PC03</b>	Spartan 4-Door, Pumper, Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mounted, 750 Gal. Tank	
<b>D. Special Service Apparatus (Walk-In &amp; Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center</b>		
<b>FS19PD01</b>	Ford F550, 2-Door, Aluminum Extruded Body, Single Axle, Non-Walk-in, Roll up doors, Rescue 12'	
<b>FS19PD02</b>	IH4400, 2-Door, Aluminum Extruded Body, Single Axle, Non-Walk-in, Roll up doors, Rescue 17'	
<b>FS19PD03</b>	Spartan 4-Door, Aluminum Tilt Cab, 10" Raised Roof, Aluminum Extruded Body, Single Axle, Non-Walk-in, Roll up doors, Rescue 17'	
<b>FS19PD04</b>	IH4400, 2-Door, Aluminum Extruded Body, Single Axle, Walk-in, Roll up doors, Rescue 19'	
<b>FS19PD05</b>	Spartan 4-Door, Aluminum Tilt Cab, 10" Raised Roof, Aluminum Extruded Body, Walk-in, Single Axle, Roll up doors, Rescue 19'	
<b>E. Pumper/Tankers &amp; Tankers</b>		
<b>FS19PE01</b>	IH4400, 2-Door, Extruded Aluminum Body, Single Axle, 1250 GPM Pump, 1800 Gal. Tank, Single Dump Valve	
<b>FS19PE02</b>	IH7400, 2-Door, Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, 3000 Gal. Tank, 3 Dump Valves	
<b>FS19PE03</b>	Spartan 2-Door, Custom Tilt Cab, Extruded Aluminum Body, Single Axle, 1250 GPM Pump, 1800 Gal. Tank, Single Dump Valve	
<b>Q. Maintainer Custom Bodies, Inc. (MCB)</b>		
<b>B. Wildland Fire Apparatus</b>		
<b>FS19QB01</b>	Spitfire Series, Quick Attack, 300-Gallon Tank & CET Honda Pump, 9' All Aluminum Body on Ford F550 Diesel, 2-Door, 4X4 Chassis	
<b>FS19QB02</b>	Spitfire Series, Quick Attack, 300-Gallon Tank & CET Honda Pump, 9' All Aluminum Body on Ram 5500 Diesel, 2-Door, 4X4 Chassis	



<b>FS19QB03</b>	Spitfire Series, Quick Attack, 300-Gallon Tank & CET Honda Pump, 9' All Aluminum Body on Chevrolet MD Diesel, 2-Door, 4X4 Chassis	
<b>FS19QB04</b>	Responder Series, Quick Attack Urban Interface, 300-Gallon Tank & CET Honda Pump, 10' All Aluminum Body on Ford F550 Diesel, 2-Door, 4X4 Chassis	
<b>FS19QB05</b>	Responder Series, Quick Attack Urban Interface, 300-Gallon Tank & CET Honda Pump, 10' All Aluminum Body on Ram 5500 Diesel, 2-Door, 4X4 Chassis	
<b>FS19QB06</b>	Responder Series, Quick Attack Urban Interface, 300-Gallon Tank & CET Honda Pump, 10' All Aluminum Body on Chevrolet MD Diesel, 2-Door, 4X4 Chassis	
<b>D. Special Service Apparatus (Walk-In &amp; Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center</b>		
<b>FS19QD01</b>	MCB Responder Super Squad Series, 9' All Aluminum Walk-Around Squad on Ford F350 Diesel, Super Cab, 4X4 Chassis	
<b>FS19QD02</b>	MCB Responder Series 10' All Aluminum Walk-Around Rescue on Ford F450 Diesel, 4-Door, 4X4 Chassis	
<b>FS19QD03</b>	MCB Responder Series 10' All Aluminum Walk-Around Rescue on Dodge RAM 5500 Diesel, 4-Door, 4X4 Chassis	
<b>FS19QD04</b>	MCB Responder Series 10' All Aluminum Walk-Around Rescue on Chevrolet MD Diesel, 4-Door, 4X4 Chassis	
<b>FS19QD05</b>	MCB Responder Series 12' All Aluminum Walk-around Rescue on Ford F550 Diesel, 4-Door, 4X4 Chassis	
<b>FS19QD06</b>	MCB Responder Series 12' All Aluminum Walk-Around Rescue on Ram 5500 Diesel, 4-Door, 4X4 Chassis	
<b>FS19QD07</b>	MCB Responder Series 12' All Aluminum Walk-Around Rescue on Chevrolet MD Diesel, 4-Door, 4X4 Chassis	
<b>FS19QD08</b>	MCB Responder Series 15' All Aluminum Walk-Around Rescue on Ford F550 Diesel, 2-Door, 4X4 Chassis	
<b>FS19QD09</b>	MCB Responder Series 15' All Aluminum Walk-Around Rescue on Ram 5500 Diesel, 2-Door, 4X4 Chassis	
<b>FS19QD10</b>	MCB Responder Series 15' All Aluminum Walk-Around Rescue on Chevrolet MD Diesel, 2-Door, 4X4 Chassis	
<b>FS19QD11</b>	MCB Responder Series 15' Forward Crew Walk-In Rescue on Ford F550 Diesel, 2-Door, 4X2 Chassis	
<b>FS19QD12</b>	MCB Responder Series 15' Forward Crew Walk-In Rescue on Ram 5500 4x2 Diesel, 2-Door, 4X4 Chassis	
<b>FS19QD13</b>	MCB Responder Series 15' Forward Crew Walk-In Rescue on Chevrolet MD Diesel, 2-Door, 4X4 Chassis	
<b>FS19QD14</b>	MCB Responder Series 18' All Aluminum Walk-Around Rescue on International MV607, 2-Door, 4X2 Chassis	
<b>FS19QD15</b>	MCB Responder Series 18' All Aluminum Walk-Around Rescue on Freightliner M2-106, 2-Door, 4X2 Chassis	
<b>FS19QD16</b>	MCB Responder Series 20' All Aluminum Walk-Around Rescue on International MV607, 2-Door, 4X2 Chassis	
<b>FS19QD17</b>	MCB Responder Series 20' All Aluminum Walk-Around Rescue on Freightliner M2-106, 2-Door, 4X2 Chassis	
<b>FS19QD18</b>	MCB Responder Series 22' All Aluminum Walk-Around Rescue on International MV607, 2-Door, 4X2 Chassis	
<b>FS19QD19</b>	MCB Responder Series 22' All Aluminum Walk-Around Rescue on Freightliner M2-106, 2-Door, 4X2 Chassis	
<b>FS19QD20</b>	MCB Responder Series 24' All Aluminum Walk-Around Rescue on International MV607, 2-Door, 4X2 Chassis	
<b>FS19QD21</b>	MCB Responder Series 24' All Aluminum Walk-Around Rescue on Freightliner M2-106, 2-Door, 4X2 Chassis	
<b>R. Metro Fire Apparatus Specialists</b>		
<b>B. Wildland Fire Apparatus (Brush Fire)</b>		
<b>FS19RB01</b>	Self Contained Slide In Unit, 250 gallon	
<b>FS19RB02</b>	Metro Brush Truck, Ford F450 2Dr, Aluminum Flat Bed, 300 Tank	
<b>FS19RB03</b>	Metro Brush Truck, Ford F550 2Dr, Aluminum Flat Bed, 300 Tank	



<b>FS19RB04</b>	Metro Brush Truck, Ford F600 2Dr, Aluminum Flat Bed, 300 Tank	
<b>FS19RB05</b>	Metro Brush Truck, Ford F650 2Dr, Aluminum Flat Bed, 300 Tank	
<b>C. Pumper Fire Apparatus</b>		
<b>FS19RC01</b>	Metro Mini-Pumper, Ford F550 2Dr, Aluminum Body, 1250gpm pump, 500 Tank	
<b>D. Special Service Apparatus (Walk-In &amp; Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center</b>		
<b>FS19RD01</b>	Metro Light Rescue, Ford F550 2Dr, Aluminum Body, Non-Walk-In	
<b>FS19RD02</b>	Metro Light Rescue, Ford F600 2Dr, Aluminum Body, Non-Walk-In	
<b>FS19RD03</b>	Metro Light Rescue, Ford F650 2Dr, Aluminum Body, Non-Walk-In	
<b>FS19RD04</b>	Spartan Metro Star Chassis	
<b>FS19RD05</b>	Spartan Gladiator Chassis	
<b>S. Midwest Fire</b>		
<b>B. Wildland Fire Apparatus (Brush Fire)</b>		
<b>FS19SB01</b>	Midwest Fire Brush Unit - F-550 Diesel, Aluminum Flatbed, Pump and Roll Capabilities, 400 GPM portable pump, 250 gallons, Regular Cab, 60" CA	
<b>FS19SB02</b>	Midwest Fire Brush Unit - F-550 Diesel, Aluminum Flatbed, Pump and Roll Capabilities, 400 GPM portable pump, 250 gallons, Regular Cab, 84" CA	
<b>FS19SB03</b>	Midwest Fire <b>All-Poly</b> Quick Attack - F-550 Diesel, Regular Cab, 400 GPM portable pump, 250 gallons, ROM Doors, 84" CA	
<b>C. Pumper Fire Apparatus</b>		
<b>FS19SC01</b>	Midwest Fire <b>All-Poly</b> Pumper, 1000 Gallon, Rescue Style Lockers, Freightliner M2 Regular Cab, 1250 GPM Pump, Side Mounted Pump, Single Axle	
<b>FS19SC02</b>	Midwest Fire <b>All-Poly</b> Pumper, 1000 Gallon, Rescue Style Lockers, Freightliner M2 Crew Cab, 1250 GPM Pump, Side Mounted Pump, Single Axle	
<b>E. Pumper/Tankers &amp; Tankers</b>		
<b>FS19SE01</b>	Midwest Fire <b>All-Poly</b> Tanker-Pumper, 2000 Gallon, Freightliner M2, 1000 GPM PTO, Pump and Roll, Single Axle	
<b>FS19SE02</b>	Midwest Fire <b>All-Poly</b> Tanker-Pumper, 3000 Gallon, Freightliner M2, 1000 GPM PTO, Pump and Roll, Tandem Axle	
<b>FS19SE03</b>	Midwest Fire <b>All-Poly</b> Tanker, 2000 Gallon, Freightliner M2, 750 GPM PTO pump, Pump and Roll, Single Axle, Under 30'	
<b>FS19SE04</b>	Midwest Fire <b>All-Poly</b> Tanker, 3000 Gallon, Freightliner M2, 250 GPM portable pump, pump and roll	
<b>FS19SE05</b>	Midwest Fire <b>All-Poly</b> Tactical Tender, 2000 Gallons, Freightliner M2, 750 GPM PTO Pump, Pump and Roll, Short Wheelbase Single Axle	
<b>T. Nevada Pacific Services Inc.</b>		
<b>B. Wildland Fire Apparatus (Brush Fire)</b>		
<b>FS19TB01</b>	Brush Fire Apparatus, Ford F-450, 2 door, gas engine Steel Flatbed	
<b>FS19TB02</b>	Brush Fire Apparatus Ford F-550, 2 Door, Gas Engine, Steel Flatbed w/ work stations	
<b>FS19TB03</b>	Brush Fire Apparatus, Ford F-550 2 Dr, Diesel engine Extruded Aluminum Flatbed w/ Aluminum compartments	
<b>FS19TB04</b>	Brush Fire Apparatus, Ford F-550, 2 Dr, Diesel engine Ply-Utility Body	



<b>FS19TB05</b>	Brush Fire Apparatus, Ford F-550 2 Door, Diesel Engine, with Aluminum Flatbed w/ work stations, Aluminum Compartments	
<b>FS19TB06</b>	Ford F-550 XL 4x4, 2-Dr, Gas Engine, 60" CA, Brush Truck, Aluminum flatbed and compartments 300 Gallon Tank, Water Pump, 200gpm Pump.	
<b>FS19TB07</b>	Ford F-550 XL 4X4, 4-Dr., 60" CA, Gas engine Brush Truck, Aluminum flatbed w/ Aluminum Compartment., 300 Gallon Tank, 240 gpm water pump.	
<b>FS19TB08</b>	Ford F-550 XL 4x4 Crew Cab, Diesel Engine, 60" CA, 9' Multi-Purpose Brush Truck/ Light Rescue 300 Gallon Tank, 300 gpm Water Pump.	
<b>FS19TB09</b>	Ford F-550 XL 4x4, 2-Dr, Diesel Engine, 165" WB, 12' Rescue Brush Truck, 300 Gallon Tank, Diesel Driven 220 gpm Water Pump.	
<b>FS19TB10</b>	Brush Fire Apparatus, Ford F-550, 60" CA, Crew Cab, Diesel Engine Steel Flatbed W/ work stations and Aluminum cabinets, 300 gal drop in tank 200 gpm pump	
<b>FS19TB11</b>	Brush Fire Apparatus, Ford F-550, Crew Cab, Diesel Engine 60" CA Aluminum Flatbed with work stations and Poly cabinets, 300 gal drop in tank 200 gpm pump	
<b>FS19TB12</b>	Brush Fire Apparatus, Ford F-550, 60" CA, 2 Door, Gas Engine, Steel Flatbed W/ work stations and Aluminum cabinets, 300 gal drop in tank 200 gpm pump	
<b>FS19TB13</b>	Self-Contained Slip-In Unit, Fire skid unit 11hp Honda pump 200gal tank hose reel with hose (option foam cell system & gallon tank sizes).	
<b>FS19TB14</b>	Self-Contained Slip-In-Unit, Fire skid unit 24 hp diesel pump 300 gal tank hose reel with hose, (option foam cell system & gallon tank sizes)	
<b>FS19TB15</b>	Self-Contained Slip-In-Unit, Fire skid unit 18 hp gasoline pump 400 gal tank hose reel with hose, (option foam cell system & gallon tank sizes)	
<b>FS19TB16</b>	Self-Contained Slip-In-Unit, Fire skid unit 18 hp gasoline pump 400 gal tank hose reel with hose, (option foam cell system & gallon tank sizes)	
<b>FS19TB17</b>	Self-Contained Slip-In-Unit, Fire skid unit CAFS 400gal tank(STORED ENERGY) hose reel with hose (option foam cell system & purple K, & gallon tank sizes).	
<b>FS19TB18</b>	Self-Contained Glider Kit Aluminum flatbed, aluminum compartments, 300 gal Tank 200gpm pump, hose reel with hose.	
<b>FS19TB19</b>	Self-Contained Glider Kit Aluminum flat bed, aluminum compartments, 300 gal Tank, 200gpm pump, hose reel with hose.	
<b>FS19TB20</b>	Self-Contained Glider Kit Aluminum flatbed, Aluminum compartments, 300 gal Tank 200gpm pump, hose reel with hose.	
<b>FS19TB21</b>	Brush fire apparatus Freightliner M2-106 4WD <b>standard cab</b> with aluminum flatbed, aluminum compartments, 800 gallon tank, Diesel 300 gpm pump. Emergency lighting packag.	
<b>FS19TB22</b>	Brush fire apparatus Freightliner M2-106 4WD <b>EXTENDED cab</b> with aluminum flatbed, aluminum compartments, 800 gallon tank, Diesel 300 gpm pump. Emergency lighting packag.	
<b>FS19TB23</b>	Brush fire apparatus Freightliner M2-106 4WD <b>CREW CAB</b> with aluminum flatbed, aluminum compartments, 800 gallon tank, Diesel 300 gpm pump. Emergency lighting packag.	
<b>FS19TB24</b>	Brush fire apparatus Freightliner SD-108 4WD <b>STANDARD CAB</b> with aluminum flatbed, aluminum compartments, 800 gallon tank, Diesel 300 gpm pump. Emergency lighting packag.	
<b>FS19TB25</b>	Brush fire apparatus Freightliner SD-108 4WD <b>CREW CAB</b> with aluminum flatbed, aluminum compartments, 800 gallon tank, Diesel 300 gpm pump. Emergency lighting packag.	
<b>FS19TB26</b>	Water Tender Freightliner SD-108 4WD <b>STANDARD CAB</b> with aluminum flatbed, aluminum compartments, 1600 gallon tank, Diesel 300 gpm pump. Emergency lighting packag.	
<b>FS19TB27</b>	Freightliner, 2- door chassis, Tanker, tandem axle, 1000 GPM PTO pump, 4000 gal poly tank and body, stainless pumb, swivel dump, LED LIGHTS.	
<b>FS19TB28</b>	Freightliner, 2 - door chassis, Tanker tandem axle, 750 GPM PTO Pump, 3000, gal poly tank and body, stainless plumb, swivel dump, LED LIGHTS	
<b>FS19TB29</b>	Freightliner, 2 - door chassis, Tanker single axle, 750 GPM PTO Pump, 2000, gal poly tank and body, stainless plumb, swivel dump, LED LIGHTS	
<b>U. OshKosh</b>		
<b>F. Airport Rescue Fire-Fighting Vehicles</b>		
<b>FS19UF01</b>	Oshkosh Striker 4x4, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (375/750 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (1500 gal.), Foam Tank Capacity (210 gal.), Fire Pump (Power divider driven Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi)	



<b>FS19UF02</b>	Oshkosh Striker 6x6, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (3000 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi)	
<b>FS19UF03</b>	Oshkosh Striker 8x8, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQA, Single Stage Centrifugal, 1950 gpm at 240 psi)	
<b>FS19UF04</b>	Oshkosh New Generation Striker 8x8, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi), dual engine driveline	
<b>FS19UF05</b>	Oshkosh Stinger Class 2 ARFF vehicle; 2-Door Ford 4x4 F550 Cab/chassis, 2 Passenger Seating, Bumper Turret, one (1) twin agent handline, Water Tank Capacity (300 gal.), Foam Tank Capacity (40 gal.), Dry Chemical 500 pounds.	
<b>FS19UF06</b>	Oshkosh H-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 50,000 GVWR, Single Axle	
<b>FS19UF07</b>	Oshkosh HT-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 55,000 GVWR, Single Axle	
<b>FS19UF08</b>	Oshkosh P-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 51,000 GVWR, Single Axle	
<b>V. Pierce</b>		
<b>A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)</b>		
<b>FS19VA01</b>	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 75' Steal Rear-Mounted Telescoping Ladder (500#)	
<b>FS19VA02</b>	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 75' Steal Rear-Mounted Telescoping Ladder (500#)	
<b>FS19VA03</b>	Pierce Enforcer Chassis 4-Door 75' Aluminum Rear Mounted Telescoping Ladder, Formed Aluminum Body	
<b>FS19VA04</b>	Pierce Arrow Chassis 4-Door 100' Aluminum Rear Mount Aerial, Aluminum Body, Tandem Axle	
<b>FS19VA05</b>	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 107' Rear-Mounted Telescoping Ladder	
<b>FS19VA06</b>	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Rear Axle, 107' Rear-Mounted Telescoping Ladder	
<b>FS19VA07</b>	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Rear Axle, 110' Rear-Mounted Telescoping Platform	
<b>FS19VA08</b>	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 105' Rear-Mounted Telescoping Ladder (500#)	
<b>FS19VA09</b>	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Mid-Mounted Telescoping Ladder with Platform	
<b>FS19VA10</b>	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Rear-Mounted Telescoping Ladder with Platform (750#)	
<b>FS19VA11</b>	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 107' Tractor Drawn - Mid-Mounted Telescoping Ladder (#500)	
<b>B. Wildland Fire Apparatus (Brush Fire)</b>		



<b>FS19VB01</b>	Pierce Brush Fire Apparatus, Ford F450, Formed Aluminum Utility Body	
<b>FS19VB02</b>	Pierce Brush Fire Apparatus, Ford F-550 Mini Pumper 500 gpm, 300 tank	
<b>FS19VB03</b>	Freightliner 4-Door 4 x 4 Wildland, 500 water, 1000 gpm Pump	
<b>C. Pumper Fire Apparatus</b>		
<b>FS19VC01</b>	M2 Freightliner, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	
<b>FS19VC02</b>	IHC, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	
<b>FS19VC03</b>	KW, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	
<b>FS19VC04</b>	Peterbilt, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	
<b>FS19VC05</b>	Pierce Saber 4- Door Full Tilt Aluminum Cab, Ford Engine, Aluminum Body, 1250 gpm, mid-mounted Pump	
<b>FS19VC06</b>	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	
<b>FS19VC07</b>	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	
<b>FS19VC08</b>	Pierce Velocity, 4- Door Full Tilt Cab, Aluminum Long Body, 1250 gpm mid-mounted Pump	
<b>FS19VC09</b>	Pierce Dash CF, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, PUC Body Pumper	
<b>D. Special Service Apparatus (Walk-In &amp; Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center</b>		
<b>FS19VD01</b>	Ford F-550 4- Door, 12 'Non-Walk-in Formed Aluminum Body	
<b>FS19VD02</b>	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	
<b>FS19VD03</b>	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	
<b>FS19VD04</b>	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	
<b>FS19VD05</b>	Peterbilt, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	
<b>FS19VD06</b>	Pierce Saber FR, Full-Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Encore Body 18.5'	
<b>FS19VD07</b>	Pierce Enforcer 4-Door, Aluminum Cab, Single Axle, Formed Aluminum Body, Non Walk-in HDR Body	
<b>FS19VD08</b>	Pierce Velocity 4-Door Aluminum Cab, Tandem Axle Non-Walk-in HDR Body	
<b>FS19VD09</b>	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	
<b>FS19VD10</b>	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	
<b>FS19VD11</b>	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	
<b>FS19VD12</b>	Peterbilt, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	
<b>FS19VD13</b>	Pierce Enforcer 4-Door, Full Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Walk-in HDR Body	
<b>FS19VD14</b>	Pierce Velocity 4-Door Aluminum Cab, Tandem Axle Walk-in HDR Body	
<b>FS19VD15</b>	Pierce Velocity 2-Door, Aluminum Cab, Tandem Axle, Combination Formed Aluminum Body	
<b>FS19VD16</b>	Pierce Velocity 4-Door Aluminum Cab, Tandem Axle Walk-in Communications Body	



<b>E. Pumper/Tankers &amp; Tankers</b>		
<b>FS19VE01</b>	Freightliner 2 Door, Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	
<b>FS19VE02</b>	IHC 2dr Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	
<b>FS19VE03</b>	Kenworth 2dr Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	
<b>FS19VE04</b>	Peterbilt 2dr Single Axle Tanker, Aluminum w/2000 water & 500 pump	
<b>FS19VE05</b>	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Single Axle, 1000 GPM Pump, Mid-Mounted	
<b>FS19VE06</b>	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Tandem Axle, 1000 GPM Pump, Mid-Mounted	
<b>FS19VE07</b>	Freightliner 2dr, Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	
<b>FS19VE08</b>	IHC 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	
<b>FS19VE09</b>	Kenworth 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	
<b>FS19VE10</b>	Peterbilt 2dr Tandem Axle Tanker, Aluminum w/3000 water & 500 pump	
<b>FS19VE11</b>	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1000 GPM Pump, Mid-Mounted Elliptical Tanker	
<b>FS19VE12</b>	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Tandem Axle, 1000 GPM Pump, Mid-Mounted Elliptical Tanker	
<b>FS19VE13</b>	Pierce Velocity, 4-Door Aluminum Cab, Tandem Axle, Aluminum Pumper/Tanker 2000 Gallon Body, 1500 GPM Pump	
<b>W. Precision Fire Apparatus</b>		
<b>A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)</b>		
<b>FS19WA01</b>	Precision, Single Axle, Spartan Chassis, 75' Rear Mount Aerial, Welded Extruded Aluminum Body, 300 Gallon Tank, 1,500 GPM Single Stage Pump	
<b>FS19WA02</b>	Precision, Tandem Axle, Spartan Chassis, 110' Rear Mount Aerial, Welded Extruded Aluminum Body, 300 Gallon Tank, 1,500 GPM Single Stage Pump	
<b>FS19WA03</b>	Precision, Tandem Axle, Spartan Chassis, 110' Rear Mount Platform, Welded Extruded Aluminum Body, 300 Gallon Tank, 1,500 GPM Single Stage Pump	
<b>FS19WA04</b>	Precision, Tandem Axle, Spartan Chassis, 100' Mid-Mount Platform, Welded Extruded Aluminum Body, 300 Gallon Tank, 1,500 GPM Single Stage Pump	
<b>FS19WA05</b>	Precision, Spartan Chassis, 55' Snorkel Rear Mount Articulating Boom Platform, Welded Extruded Aluminum Body, Single Axle	
<b>B. Wildland Fire Apparatus (Brush Fire)</b>		
<b>FS19WB01</b>	Precision, Dodge 5500 4x4, Quick Attack Pumper, 500 GPM, Welded Extruded Aluminum Body, 250 Gallon Tank	
<b>FS19WB02</b>	Precision, Dodge 5500 4x4, Quick Attack Pumper, 500 GPM, Welded Extruded Aluminum Body, 250 Gallon Tank	
<b>C. Pumper Fire Apparatus</b>		
<b>FS19WC01</b>	International 4400, 2-Door Cab, Pumper, Welded Extruded Aluminum Body, 750 Gallon Tank, 1,250 GPM Single Stage Pump	
<b>FS19WC02</b>	Freightliner M2, 2-Door Cab, Pumper, Welded Extruded Aluminum Body, 750 Gallon Tank, 1,250 GPM Single Stage Pump	
<b>FS19WC03</b>	Kenworth, 2-Door Cab, Pumper, Welded Extruded Aluminum Body, 750 Gallon Tank, 1,250 GPM Single Stage Pump	
<b>FS19WC04</b>	Precision, Spartan Chassis, 4-Door Custom Full Tilt Aluminum Cab, Pumper, Welded Extruded Aluminum Body, 1,250 GPM Single Stage Pump, 750 Gallon Tank	
<b>FS19WC05</b>	Precision, Spartan Chassis, 4-Door Custom Full Tilt Aluminum Cab, CAFS Pumper, Welded Extruded Aluminum Body, 1,500 GPM Single Stage Pump, 750 Gallon Tank	



<b>FS19WC06</b>	Ford F550 Severe Duty 4x4, 4-Door, Rear Mount Pumper, 300 Gallon Tank, 1,250 GPM Single Stage Pump, 22,500 GVWR	
<b>D. Special Service Apparatus (Walk-In &amp; Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile</b>		
<b>FS19WD01</b>	International 4400, 2-Door Cab, Welded Extruded Aluminum Body, Rescue Body	
<b>FS19WD02</b>	Freightliner M2, 2-Door Cab, Welded Extruded Aluminum Body, Rescue Body	
<b>FS19WD03</b>	Kenworth, 2-Door Cab, Welded Extruded Aluminum Body, Rescue	
<b>FS19WD04</b>	Precision, Spartan Chassis, 4-Door Custom Full Tilt Aluminum Cab, Welded Extruded Aluminum Body, Rescue Body	
<b>E. Pumper/Tankers &amp; Tankers</b>		
<b>FS19WE01</b>	International 4400, 2-Door Cab, Pumper/Tanker, Welded Extruded Aluminum Body, 2,000 Gallon Tank, 750 GPM Single Stage Pump	
<b>FS19WE02</b>	Freightliner M2, 2-Door Cab, Pumper/Tanker, Welded Extruded Aluminum Body, 2,000 Gallon Tank, 750 GPM Single Stage Pump	
<b>FS19WE03</b>	Kenworth, 2-Door Cab, Pumper/Tanker, Welded Extruded Aluminum Body, 2000 Gallon Tank, 750 GPM Single Stage Pump	
<b>FS19WE04</b>	Precision, Spartan Chassis, 4-Door Custom Full Tilt Aluminum Cab, Pumper/Tanker, Welded Extruded Aluminum Body, 750 GPM Single Stage Pump, 2,500 Gallon Tank	
<b>X. Rosenbauer</b>		
<b>F. Airport Rescue Fire-Fighting Vehicles</b>		
<b>FS19XF01</b>	Rosenbauer Panther 1500, 2-Door, Aluminum Cab, High Performance Off Road suspension, 3 Passenger Seating, Roof Turret (375/750 gpm), bumper Turret (300 gpm), One (1) left side pre-connected Handline (Foam/Water) one (1) right side twin agent handline, Water Tank Capacity (1600 gal.), Foam Tank Capacity (200 gal.), Dry Chemical 500 pounds, Fire Pump (Power divider driven Rosenbauer N80, Dual Stage Centrifugal high pressure, 2100 gpm)	
<b>FS19XF02</b>	Rosenbauer Panther 3000, 2-Door, Aluminum Cab, High Performance Off Road suspension, 3 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One (1) left side pre-connected Handline (Foam/Water) one (1) right side twin agent handline, Water Tank Capacity (3170 gal.), Foam Tank Capacity (400 gal.), Dry Chemical 500 pounds, Fire Pump (Power divider driven Rosenbauer N80, Dual Stage Centrifugal high pressure, 2100 gpm)	
<b>FS19XF03</b>	Rosenbauer Panther 3000 with HRET, 2-Door, Aluminum Cab, High Performance Off Road suspension, 2 Passenger Seating, 1000 gpm High Reach Extendable turret (500/1000 gpm), bumper Turret (300 gpm), One (1) left side pre-connected Handline (Foam/Water) one (1) right side twin agent handline, Water Tank Capacity (3000 gal.), Foam Tank Capacity (400 gal.), Dry Chemical 500 pounds, Fire Pump (Power divider driven Rosenbauer N80, Dual Stage Centrifugal high pressure, 2100 gpm)	
<b>FS19XF04</b>	Rosenbauer Airwolf C2 2-Door Ford 4x4 F550 Cab/chassis, 2 Passenger Seating, bumper Turret, one (1) twin agent handline, Water Tank Capacity (300 gal.), Foam Tank Capacity (40 gal.), Dry Chemical 500 pounds, Fire Pump 300 gpm	
<b>FS19XF05</b>	Rosenbauer Airwolf C3 2-Door International 7400 4x4 Cab/chassis, 2 Passenger Seating, bumper Turret, one (1) twin agent handline, Water Tank Capacity (500 gal.), Foam Tank Capacity (60 gal.), Dry Chemical 500 pounds, Fire Pump 300 gpm	
<b>Y. Rosenbauer Minnesota LLC</b>		
<b>A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)</b>		
<b>FS19YA01</b>	Rosenbauer Commander, 4-Door Tilt Cab, Extruded Aluminum Body, Single Axle, 78' Rear Mount Steel Ladder	
<b>FS19YA02</b>	Rosenbauer Commander, 4-Door Tilt Cab, Extruded Aluminum Body, Tandem Axle, 78' Rear Mount Steel Ladder	
<b>FS19YA03</b>	Rosenbauer Commander, 4-Door Tilt Cab, Extruded Aluminum Body, Tandem Axle, 100' Rear Mount Steel Ladder	
<b>FS19YA04</b>	Rosenbauer Commander, 4-Door Tilt Cab, Extruded Aluminum Body, Tandem Axle, 109' Rear-Mount Steel Ladder	
<b>FS19YA05</b>	Rosenbauer Commander, 4-Door Tilt Cab, Extruded Aluminum Body, Tandem Axle, 100' Mid-Mount Steel Ladder	



<b>FS19YA06</b>	Rosenbauer Commander, 4-Door Tilt Cab, Extruded Aluminum Body, Tandem Axle, 101' Rear Mount Steel Platform	
<b>FS19YA07</b>	Rosenbauer Commander, 4-Door Tilt Cab, Extruded Aluminum Body, Tandem Axle, 104' Rear Mount Steel Platform	
<b>FS19YA08</b>	Rosenbauer Commander, 4-Door Tilt Cab, Extruded Aluminum Body, Tandem Axle, 100' Mid Mount Steel Platform	
<b>FS19YA09</b>	Rosenbauer Commander, 4-Door Tilt Cab, Extruded Aluminum Body, Single Axle, 100' Tractor Drawn Steel Ladder	
<b>FS19YA10</b>	Rosenbauer Commander, 4-Door Tilt Cab, Extruded Aluminum Body, Single Axle, 65' Rear Mount Steel Ladder	
<b>FS19YA11</b>	Rosenbauer Commander, 4-Door Tilt Cab, Extruded Aluminum Body, Single Axle, 51' Rear Mount Boom	
<b>FS19YA12</b>	Rosenbauer Commander, 4-Door Tilt Cab, Extruded Aluminum Body, Single Axle, 68' Rear Mount Boom	
<b>FS19YA13</b>	Rosenbauer Commander, 4-Door Tilt Cab, Extruded Aluminum Body, Single Axle, 102' Raptor Rear Mount Ladder	
<b>FS19YA14</b>	Rosenbauer Commander, 4-Door Tilt Cab, Extruded Aluminum Body, Tandem Axle, 114' Articulating-Telescoping T-REX Platform	
<b>FS19YA15</b>	Rosenbauer Commander, 4-Door Tilt Cab, Extruded Aluminum Body, Tandem Axle, 100' Rear Mount KING COBRA Steel Platform,	
<b>FS19YA16</b>	Rosenbauer Commander, 4-Door Tilt Cab, Extruded Aluminum Body, Single Axle, 75' Mid Mount Steel Ladder	
<b>B. Wildland Fire Apparatus</b>		
<b>FS19YB01</b>	IH HV507, 4x4, 2-Door, OEM Timberwolf, Pumper, Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Rear Mount	
<b>C. Pumper Fire Apparatus</b>		
<b>FS19YC01</b>	M2 Freightliner, 2-Door, OEM, Pumper, Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side-Mounted Pumper	
<b>FS19YC02</b>	IH MV607, 2-Door, OEM, Pumper, Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side-Mounted Pumper	
<b>FS19YC03</b>	Kenworth, 2-Door, OEM, Pumper, Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side-Mounted Pumper	
<b>FS19YC04</b>	Rosenbauer Commander, 4-Door Full-Tilt, Aluminum Pumper, Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side-Mounted Pumper	
<b>FS19YC05</b>	Rosenbauer Commander, 4-Door Full-Tilt, Aluminum Pumper, Extruded Aluminum Body, Single Axle, 1500 GPM Pump, Side-Mounted Pumper	
<b>FS19YC06</b>	Rosenbauer Commander, 4-Door Full-Tilt, Aluminum Pumper, Extruded Aluminum Body, Single Axle, 1500 GPM Pump, Rear-Mounted Pumper	
<b>FS19YC07</b>	Ford F550, 4x2, 2-Door OEM Cab, Mini Pumper, Formed Aluminum Body, 500 GPM PTO Pump, Side Mounted	
<b>D. Special Service Apparatus (Walk-In &amp; Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center</b>		
<b>FS19YD01</b>	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Extruded Aluminum Body, Non-Walk-In Body	
<b>FS19YD02</b>	IH MV607, 2-Door, OEM Cab, Single Axle, Extruded Aluminum Body, Non-Walk-In Body	
<b>FS19YD03</b>	M2 Freightliner, 2-Door, OEM Cab, Tandem Axle, Extruded Aluminum Body, Non-Walk-In Body	
<b>FS19YD04</b>	Ford F-550, 2-Door, OEM Ccab, Single Axle, Extruded Aluminum Body, Non-Walk-In Body	
<b>FS19YD05</b>	Rosenbauer Commander, 4-Door Full-Tilt, Aluminum Cab, Single Axle, Extruded Aluminum Body, Non-Walk-In Body	
<b>FS19YD06</b>	Rosenbauer Commander, 4-Door Full-Tilt, Aluminum Cab, Tandem Axle, Extruded Aluminum Body, Non-Walk-In Body	
<b>FS19YD07</b>	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Extruded Aluminum Body, Walk-In Body	
<b>FS19YD08</b>	IH MV607, 2-Door, OEM Cab, Single Axle, Extruded Aluminum Body, Walk-In Body	
<b>FS19YD09</b>	M2 Freightliner, 2-Door, OEM Cab, Tandem Axle, Extruded Aluminum Body, Walk-In Body	



<b>FS19YD10</b>	Rosenbauer Commander, 4-Door Full-Tilt, Aluminum Cab, Single Axle, Extruded Aluminum Body, Walk-In Body	
<b>FS19YD11</b>	Rosenbauer Commander, 4-Door Full-Tilt, Aluminum Cab, Tandem Axle, Extruded Aluminum Body, Walk-In Body	
<b>E. Pumper/Tankers &amp; Tankers</b>		
<b>FS19YE01</b>	M2 Freightliner, 2-Door, OEM Cab, Pumper/Tanker, Extruded Aluminum Body, 1800 Gallon Tank, Single Axle, 1250 GPM Pump, Mid-Mounted	
<b>FS19YE02</b>	IH MV607, 2-Door, OEM Cab, Pumper/Tanker, Extruded Aluminum Body, 1800 Gallon Tank, Single Axle, 1250 GPM Pump, Mid-Mounted	
<b>FS19YE03</b>	M2 Freightliner, 2-Door, OEM Cab, Pumper/Tanker, Extruded Aluminum Body, 2000 Gallon Tank, Tandem Axle, 1250 GPM Pump, Mid-Mounted	
<b>FS19YE04</b>	Rosenbauer Commander, 4-Door Full-Tilt, Aluminum Cab, Pumper/Tanker, Extruded Aluminum Body, 1800 Gallon Tank, Single Axle, 1250 GPM Pump, Mid-Mounted	
<b>FS19YE05</b>	Rosenbauer Commander, 4-Door Full-Tilt, Aluminum Cab, Pumper/Tanker, Extruded Aluminum Body, 2000 Gallon Tank, Tandem Axle, 1250 GPM Pump, Mid-Mounted	
<b>Z. Rosenbauer South Dakota LLC</b>		
<b>A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)</b>		
<b>FS19ZA01</b>	Rosenbauer Commander 4-Door Tilt Cab, Formed Aluminum Body, Single Axle, 78' Rear Mount Steel Ladder	
<b>FS19ZA02</b>	Rosenbauer Commander 4-Door Tilt Cab, Formed Aluminum Body, Tandem Axle, 78' Rear Mount Steel Ladder	
<b>FS19ZA03</b>	Rosenbauer Commander 4-Door Tilt Cab, Formed Aluminum Body, Tandem Axle, 100' Rear Mount Steel Ladder	
<b>FS19ZA04</b>	Rosenbauer Commander 4-Door Tilt Cab, Formed Aluminum Body, Tandem Axle, 109' Rear Mount Steel Ladder	
<b>FS19ZA05</b>	Rosenbauer Commander 4-Door Tilt Cab, Formed Aluminum Body, Tandem Axle, 100' Mid-Mount Steel Ladder	
<b>FS19ZA06</b>	Rosenbauer Commander 4-Door Tilt Cab, Formed Aluminum Body, Tandem Axle, 101' Rear Mount Steel Platform	
<b>FS19ZA07</b>	Rosenbauer Commander 4-Door Tilt Cab, Formed Aluminum Body, Tandem Axle, 104' Rear Mount Steel Platform	
<b>FS19ZA08</b>	Rosenbauer Commander 4-Door Tilt Cab, Formed Aluminum Body, Tandem Axle, 100' Mid-Mount Steel Platform	
<b>FS19ZA09</b>	Rosenbauer Commander 4-Door Tilt Cab, Formed Aluminum Body, Single Axle, 65' Rear Mount Steel Ladder	
<b>FS19ZA10</b>	Rosenbauer Commander 4-Door Tilt Cab, Formed Aluminum Body, Single Axle, 51' Rear Mount Boom	
<b>FS19ZA11</b>	Rosenbauer Commander 4-Door Tilt Cab, Formed Aluminum Body, Single Axle, 68' Rear Mount Boom	
<b>FS19ZA12</b>	Rosenbauer Commander 4-Door Tilt Cab, Formed Aluminum Body, Single Axle 75' Mid Mount Steel Ladder	
<b>FS19ZA13</b>	Rosenbauer Commander 4-door Tilt Cab, Formed Aluminum Body, Single Axle, 75' Mid Mount Steel Platform	
<b>FS19ZA14</b>	M2 Freightliner, 2-Door OEM Cab, Formed Aluminum Body, Single Axle, 51' Rear Mount Boom	
<b>FS19ZA15</b>	Rosenbauer Commander, 4-Door Tilt Cab, Formed Aluminum Body, Single Axle, 100' Rear Mount Steel Ladder	
<b>FS19ZA16</b>	Rosenbauer Commander, 4-Door Tilt Cab, Formed Aluminum Body, Tandem Axle, 100' Rear Mount KING COBRA Steel Platform,	
<b>B. Wildland Fire Apparatus</b>		
<b>FS19ZB01</b>	M2 Freightliner, 4x4, 2-Door OEM Cab, WILDLAND Pumper, FX Formed Aluminum Body, Single Axle, 1000 GPM Pump, Side Mounted	
<b>FS19ZB02</b>	M2 Freightliner, 4x4, 2-Door OEM Cab, WILDLAND CT Pumper, Formed Stainless Steel Body, Single Axle, 1000 GPM Pump, Rear Mounted	
<b>FS19ZB03</b>	IH MV607, 4x4, 2-Door OEM Cab, WILDLAND Pumper, FX Formed Aluminum Body, Single Axle, 1000 GPM Pump, Side Mounted	
<b>FS19ZB04</b>	IH MV607, 4x4, 2-Door OEM Cab, WILDLAND CT Pumper, Formed Stainless Steel Body, Single Axle, 1000 GPM Pump, Rear Mounted	



<b>FS19ZB05</b>	M2 Freightliner, 4x4, 2-Door OEM Cab, MAVERICK Pumper, Aluminum Body, Single Axle, 1000 GPM Pump, 1500 Gallon Tank	
<b>FS19ZB06</b>	IH HV507, 4x4, 2-Door OEM Cab, MAVERICK Pumper, Aluminum Body, Single Axle, 1000 GPM Pump, 1500 Gallon Tank	
<b>FS19ZB07</b>	Ford F550, 4x4, 2-Door OEM Cab, , Wildland Aluminum Huck Bolt Body, 200 GPM Pump, 300 Gallon Tank	

### **C. Pumper Fire Apparatus**

<b>FS19ZC01</b>	M2 Freightliner, 2-Door OEM Cab, Pumper, Formed Aluminum Body, Single Axle 1250 GPM Pump, Side Mounted	
<b>FS19ZC02</b>	IH MV607, 2-Door OEM Cab, Pumper, Formed Aluminum Body, Single Axle, 1250GPM Pump, Side Mounted	
<b>FS19ZC03</b>	Kenworth, 2-Door OEM Cab, Pumper, Formed Aluminum Body, Single Axle, 1250 GPM Pump, Side Mounted	
<b>FS19ZC04</b>	M2 Freightliner, 2-Door OEM Cab, Firestar Pumper, Formed Aluminum Body, Single Axle 1250 GPM Pump, Side Mounted	
<b>FS19ZC05</b>	Rosenbauer Commander, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 1250 GPM Pump, Side Mounted	
<b>FS19ZC06</b>	Rosenbauer Commander, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 1250 GPM Pump, Rear Mounted	
<b>FS19ZC07</b>	Rosenbauer Commander, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 1500 GPM Pump, Side Mounted	
<b>FS19ZC08</b>	Rosenbauer Commander, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 1500 GPM Pump, Rear Mounted	
<b>FS19ZC09</b>	Rosenbauer Warrior, 4-Door Full-Tilt, Aluminum Cab, Formed Aluminum Body, Single Axle, 1250 GPM Pump, Side Mounted	
<b>FS19ZC10</b>	Ford F550, 4x2, 2-Door OEM Cab, Mini Pumper, Formed Aluminum Body, 500 GPM PTO Pump, Side Mounted	

### **D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center**

<b>FS19ZD01</b>	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	
<b>FS19ZD02</b>	IH MV607, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	
<b>FS19ZD03</b>	Rosenbauer Commander, 4-Door, Full-Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	
<b>FS19ZD04</b>	Rosenbauer Commander, 4-Door, Full-Tilt, Aluminum Cab, Tandem Axle, Formed Aluminum Body, Non-Walk-In Body	
<b>FS19ZD05</b>	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	
<b>FS19ZD06</b>	IH MV607, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	
<b>FS19ZD07</b>	Rosenbauer Commander, 4-Door, Full-Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Walk-In Body	
<b>FS19ZD08</b>	Rosenbauer Commander, 4-Door, Full-Tilt, Aluminum Cab, Tandem Axle, Formed Aluminum Body, Walk-In Body	
<b>FS19ZD09</b>	Ford F-550, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	

### **E. Pumper/Tankers & Tankers**

<b>FS19ZE01</b>	M2 Freightliner, 2-Door, OEM Cab, Pumper/Tanker, Formed Aluminum Body, 1800 Gallon Tank, Single Axle, 1250 GPM Pump, Mid-Mounted	
<b>FS19ZE02</b>	M2 Freightliner, 2-Door, OEM Cab, Pumper/Tanker, Formed Aluminum Body, 2000 Gallon Tank, Tandem Axle, 1250 GPM Pump, Mid-Mounted	
<b>FS19ZE03</b>	IH MV607, 2-Door, OEM Cab, Pumper/Tanker, Formed Aluminum Body, 1800 Gallon Tank, Single Axle, 1250 GPM Pump, Mid-Mounted	
<b>FS19ZE04</b>	IH7400, 2-Door, OEM Cab, Pumper/Tanker, Formed Aluminum Body, 2000 Gallon Tank, Tandem Axle, 1250 GPM Pump, Mid-Mounted	
<b>FS19ZE05</b>	Kenworth T300, 2-Door, OEM Cab, Pumper/Tanker, Formed Aluminum Body, 1800 Gallon Tank, Single Axle, 1250 GPM Pump, Mid-Mounted	
<b>FS19ZE06</b>	Kenworth T300, 2-Door, OEM Cab, Pumper/Tanker, Formed Aluminum Body, 2000 Gallon Tank, Tandem Axle, 1250 GPM Pump, Mid-Mounted	



<b>FS19ZE07</b>	Rosenbauer Commander, 4-Door Full-Tilt, Aluminum Cab, Pumper/Tanker, Formed Aluminum Body, 1800Gallon Tank, Single Axle, 1250 GPM Pump, Mid-Mounted	
<b>FS19ZE08</b>	Rosenbauer Commander, 4-Door Full-Tilt, Aluminum Cab, Pumper/Tanker, Formed Aluminum Body, 2000 Gallon Tank, Tandem Axle, 1250 GPM Pump, Mid-Mounted	
<b>FS19ZE09</b>	M2 Freightliner, 2-Door, OEM Cab, Wet Side Tanker, Formed Aluminum Body, 3000 Gallon Tank, Tandem Axle, 1250 GPM Pump, Mid-Mounted	
<b>AA. Seagrave</b>		
<b>A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)</b>		
<b>FS19AAA01</b>	Seagrave Marauder II Custom 4-Door Full Tilt Stainless Steel Cab and Body, Single Axle, 75' Rear Mount Ladder (Meanstick) Telescoping Ladder (500#)	
<b>FS19AAA02</b>	Seagrave Marauder II Custom 4-door Full Tilt Stainless Steel Cab and Body, Tandem Axle, 100' Rear Mount Ladder Telescoping (500#)	
<b>FS19AAA03</b>	Seagrave Marauder II Custom 4-door Full Tilt Stainless Steel Tractor and Body, Single Axle, 100' Tractor Drawn Aerial - Mid Mounted Telescoping Ladder (250#)	
<b>FS19AAA04</b>	Seagrave Marauder II Custom 4-door Full Tilt Stainless Steel Tractor and Body, Single Axle, 100' Tractor Drawn Aerial - Mid Mounted Telescoping Ladder (500#)	
<b>FS19AAA05</b>	Seagrave Marauder II Custom 4-door Full Tilt Stainless Steel Cab and Body, Tandem Axle, 105' Rear Mount Telescoping Ladder Platform (1200#)	
<b>FS19AAA06</b>	Seagrave Marauder II Custom 4-door Full Tilt Stainless Steel Cab and Body, Tandem Axle, 75' Mid Mounted Telescoping Platform (1000#) - Aerialscope	
<b>FS19AAA07</b>	Seagrave Marauder II Custom 4-Door Full Tilt Stainless Steel Cab and Body, Tandem Axle, 95' Mid Mount Telescoping Platform (1000#) - Aerialscope	
<b>FS19AAA08</b>	Seagrave Marauder II Custom 4-Door Full Tilt Stainless Steel Cab and Body, Single Axle, 60' Articulating Water Tower.	
<b>B. Wildland Fire Apparatus (Brush Fire)</b>		
<b>FS19AAB01</b>	Ford F550, 2-Door, OEM Cab, 4x4, Brush Truck, Aluminum Bed with Aluminum Compartments	
<b>FS19AAB02</b>	Freightliner, 4-Door, OEM Cab, 4 x 4, Wildland Pumper, Polypropylene Body, 1250 GPM Pump, Side Mount	
<b>FS19AAB03</b>	Freightliner, 4-Door, OEM Cab, 4 x 4, Wildland Pumper, Stainless Steel Body, 1250 GPM Pump, Side Mount	
<b>C. Pumper Fire Apparatus</b>		
<b>FS19AAC01</b>	Seagrave Marauder II, Custom 4-Door Full Tilt Stainless Steel Cab and Body, Single Rear Axle, 1500 GPM Pump, Mid Mounted Pump	
<b>FS19AAC02</b>	Freightliner, 4-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid Mounted Pump	
<b>FS19AAC03</b>	Freightliner, 2-Door, OEM Cab, Polypropylene Body, Single Axle, 1250 GPM Pump, Mid Mounted Pump	
<b>D. Special Service Apparatus (Walk-In &amp; Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center</b>		
<b>FS19AAD01</b>	Seagrave Marauder II Custom 4-Door Full Tilt Stainless Steel Cab and Body, Single Axle, Non-Walk-In Body	
<b>FS19AAD02</b>	Freightliner, 2-Door, OEM Cab, Single Axle, Polypropylene Rescue, Non-Walk-In Body	
<b>FS19AAD03</b>	Seagrave Marauder II Custom 4-Door Full Tilt Stainless Steel Cab and Body, Single Axle, Walk-In Body	
<b>E. Pumper/Tankers &amp; Tankers</b>		
<b>FS19AAE01</b>	Seagrave Marauder II Custom 4-Door Full Tilt Stainless Steel Cab and Body, Tandem Axle, 1500 GPM Pump, Mid Mounted Pump, 2000 Gallon Tank	
<b>FS19AAE02</b>	Freightliner, 2-Door, OEM Cab, Polypropylene Body, Single Axle, PTO Pump, Side Mount, 2000 Gallon Tank	
<b>FS19AAE03</b>	Freightliner, 2-Door, OEM Cab, Polypropylene Body, Tandem Axle, PTO Pump, Side Mount, 3000 Gallon Tank	
<b>FS19AAE04</b>	Freightliner, 2-Door, OEM Cab, Polypropylene Body, Tandem Axle, Gas Pump, 3000 Gallon Tank	
<b>BB. Skeeter</b>		
<b>B. Wildland Fire Apparatus (Brush Fire)</b>		



<b>FS19BBB01</b>	Slip In Unit: Complete Slip in firefighting package for flatbed or pickup bed. Heavy Duty frame, 200 GPM pump, 300 gallon poly tank. 150' hose reel. Hose Tray. Stainless steel plumbing.	
<b>FS19BBB02</b>	Skeeter Type 3 or 4 F-650: Brush unit, Large (33,000 gvw). Custom firefighting body. 750 gallon poly tank. 200-750 gpm pump. 150' hose reel. Stainless steel plumbing. Hose tray. Tool tray. Side body compartments.	
<b>FS19BBB03</b>	Skeeter Type 5 F-550: Brush unit, Medium (19,500 gvw). Custom firefighting body. 400 gallon poly tank. 200 gpm pump. 150' hose reel. Stainless steel plumbing. Hose tray. Tool tray. Side body compartments.	
<b>FS19BBB04</b>	Skeeter Type 6 F-350: Brush unit, Small (13,000 gvw). Custom firefighting body. 300 gallon poly tank. 200 gpm pump. 150' hose reel. Stainless steel plumbing. Hose tray. Tool tray. Side body compartments.	
<b>FS19BBB05</b>	Type 5 Ram 5500 (19,000 GVW) Brush Unit Medium – 400 gallons/200 GPM pump. Hose Reel.	
<b>FS19BBB06</b>	Type 6 Ram 3500 (12,500 GVW) Brush Unit Small – 300 gallons/200 GPM pump. Hose Reel	
<b>FS19BBB07</b>	Type 3 International 7400 (35,000 GVW) Brush Unit Large – 750 gallons/200-750 GPM Pump. Hose reel.	
<b>FS19BBB08</b>	Type 3 Freightliner M2 (37,000 GVW) Brush Unit Large – 750 gallons/200-750 GPM Pump. Hose reel.	
<b>FS19BBB09</b>	Squad Rescue Ford F-450 - Small Rescue Body with (2) Front Vertical Compartments, (2) Rear Vertical Compartments and (2) Center Compartments	
<b>FS19BBB10</b>	Squad Rescue Ram - 4500 Small Rescue Body with (2) Front Vertical Compartments, (2) Rear Vertical Compartments and (2) Center Compartments	
<b>FS19BBB11</b>	Type 5 Chevy 5500 (19,000 GVW) Brush Unit Medium – 400 gallons/200 GPM pump. Hose Reel.	
<b>FS19BBB12</b>	Type 6 Chevy 4500 (12,500 GVW) Brush Unit Small – 300 gallons/200 GPM pump. Hose Reel	
<b>FS19BBB13</b>	Type 3 Chevy 6500 (22,900 GVW) Brush Unit Large – 750 gallons/200-750 GPM Pump. Hose reel.	
<b>CC. Smeal</b>		
<b>A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)</b>		
<b>FS19CCA01</b>	55' Rear Mount Telescoping Ladder, Formed Aluminum Body, Spartan Metro Star, 4-Door, Tilt Cab, Single Axle	
<b>FS19CCA02</b>	75' Rear Mount Telescoping Ladder, Formed Aluminum Body, Spartan Metro Star, 4-Door, Tilt Cab, Single Axle	
<b>FS19CCA03</b>	75' Rear Mount Telescoping Ladder, Formed Aluminum Body, Spartan Metro Star, 4-Door, Tilt Cab, Tandem Axle	
<b>FS19CCA04</b>	100' Mid Mount Telescoping Ladder, Formed Aluminum Body, Spartan Gladiator, 4-Door, Tilt Cab, Tandem Axle	
<b>FS19CCA05</b>	105' Rear Mount Telescoping Ladder, Formed Aluminum Body, Spartan Gladiator, 4-Door, Tilt Cab, Tandem Axle	
<b>FS19CCA06</b>	110' Rear Mount Telescoping Ladder, Formed Aluminum Body, Spartan Gladiator, 4-Door, Tilt Cab, Tandem Axle	
<b>FS19CCA07</b>	125' Rear Mount Telescoping Ladder, Formed Aluminum Body, Spartan Gladiator, 4-Door, Tilt Cab, Tandem Axle	
<b>FS19CCA08</b>	85' Mid-Mount Telescoping Ladder with Platform, Formed Aluminum Body, Spartan Gladiator, 4-Door, Tilt Cab, Tandem Axle	
<b>FS19CCA09</b>	93' Mid-Mount Telescoping Ladder with Platform, Formed Aluminum Body, Spartan Gladiator, 4-Door, Tilt Cab, Tandem Axle	
<b>FS19CCA10</b>	100' Rear-Mount Telescoping Ladder with Platform, Formed Aluminum Body, Spartan Gladiator, 4-Door, Tilt Cab, Tandem Axle	
<b>FS19CCA11</b>	100' Mid-Mount Telescoping Ladder with Platform, Formed Aluminum Body, Spartan Gladiator, 4-Door, Tilt Cab, Tandem Axle	
<b>FS19CCA12</b>	100' Tractor Drawn Telescoping Ladder (TDA), Formed Aluminum Body, Spartan Gladiator, 4-Door, Tilt Cab, Single Axle	



<b>FS19CCA13</b>	105' Tractor Drawn Telescoping Ladder (TDA), Formed Aluminum Body, Spartan Gladiator, 4-Door Tilt Cab, Single Axle	
<b>FS19CCA14</b>	105' Tractor Drawn Telescoping Ladder Quint (TDA), Formed Aluminum Body, Spartan Gladiator, 4-Door, Tilt Cab, Tandem Axle	
<b>FS19CCA15</b>	54' Squrt - Rear Mount Articulating Water Tower , Formed Aluminum Body, Spartan Metro Star, 4-Door, Tilt Cab, Single Axle	
<b>FS19CCA16</b>	50' Tele-Squrt - Rear Mount Water Tower w/ Ladder, Formed Aluminum Body, Spartan Metro Star, 4-Door, Tilt Cab, Single Axle	
<b>FS19CCA17</b>	65' Tele-Squrt - Rear Mount Water Tower w/ Ladder, Formed Aluminum Body, Spartan Metro Star, 4-Door, Tilt Cab, Single Axle	
<b>FS19CCA18</b>	55' Snorkel - Rear Mount Articulating Platform, Formed Aluminum Body, Spartan Metro Star, 4-Door, Tilt Cab, Single Axle	
<b>B. Wildland Fire Apparatus (Brush Fire)</b>		
<b>FS19CCB01</b>	Type III Wildland Pumper, 500 GPM, Formed Aluminum Body, International Chassis, 4-Door, 4x4, OEM Cab, Single Axle	
<b>FS19CCB02</b>	Type I Wildland Pumper, 1250 GPM, Formed Aluminum Body, Spartan Metro Star, 4-Door, Tilt Cab, Single Axle	
<b>C. Pumper Fire Apparatus</b>		
<b>FS19CCC01</b>	Pumper, Midship, 1250 GPM, Formed Aluminum Body, Freightliner Chassis, 2-Door, OEM Cab, Single Axle	
<b>FS19CCC02</b>	Pumper, Midship, 1250 GPM, Formed Aluminum Body, International Chassis, 2-Door, OEM Cab, Single Axle	
<b>FS19CCC03</b>	Pumper, Midship, 1250 GPM, Formed Aluminum Body, Kenworth Chassis, 2-Door, OEM Cab, Single Axle	
<b>FS19CCC04</b>	Pumper, Midship, 1250 GPM, Formed Aluminum Body, Freightliner Chassis, 4-Door, OEM Cab, Single Axle	
<b>FS19CCC05</b>	Pumper, Midship, 1250 GPM, Formed Aluminum Body, Spartan Metro Star, 4-Door, Tilt Cab, Single Axle	
<b>FS19CCC06</b>	Pumper, Midship, 1250 GPM, Formed Aluminum Body, Spartan Metro Star, 4-Door, Tilt Cab, Tandem Axle	
<b>E. Pumper/Tankers &amp; Tankers</b>		
<b>FS19CCE01</b>	Pumper/Tanker, Midship, 1250 GPM, 1500 Gallon Tank, Formed Aluminum Body, Freightliner Chassis, 2-Door, Single Axle	
<b>FS19CCE02</b>	Pumper/Tanker, Midship, 1250 GPM, 1500 Gallon Tank, Formed Aluminum Body, International Chassis, 2-Door, Single Axle	
<b>FS19CCE03</b>	Pumper/Tanker, Midship, 1250 GPM, 1500 Gallon Tank, Formed Aluminum Body, Kenworth Chassis, 2-Door, Single Axle	
<b>FS19CCE04</b>	Pumper/Tanker, Midship, 1250 GPM, 3000 Gallon Tank, Formed Aluminum Body, Freightliner Chassis, 2-Door, Tandem Axle	
<b>DD. Southeast Apparatus</b>		
<b>B. Wildland Fire Apparatus (Brush Fire)</b>		
<b>FS19DDB01</b>	Southeast Apparatus Wildland Fire Apparatus, Ford Gas F-550 Regular Cab, 4X4 - 9' Aluminum Flatbed Body with High-Side Compartments - Skid Unit, 300 GPM Pump, 250 Gallon Polypropylene Tank, Booster Reel.	
<b>FS19DDB02</b>	Southeast Apparatus Wildland Fire Apparatus, Ford Gas F-550 Regular Cab, 4X4 - 11' Aluminum Flatbed Body with Standing Stations, Crosswalk and High-Side Compartments - Skid Unit, 300 GPM Pump, 250 Gallon Polypropylene Tank, Booster Reel.	
<b>FS19DDB03</b>	Southeast Apparatus Large Wildland Fire Apparatus - KW T-370 2-Door - Diamond Tread Aluminum Body with Low-Side Compartments, Catwalks, Crosswalk, Handrails, Inward Swinging Gates - 375 GPM Auxiliary Pump, 500 Gallon Polypropylene Tank, 1.0" Booster Reel, 2.5" Rear Discharge, Capable of Drafting 12' Vertical.	
<b>C. Pumper Fire Apparatus</b>		
<b>FS19DDC01</b>	Southeast Apparatus Extreme Duty 3/16" All Aluminum 14' Pumper Body - KW T-370 2 Door - 750 Gallon Polypropylene Tank - Side-Mount 1,250 GPM Pump.	



<b>FS19DDC02</b>	Southeast Apparatus Extreme Duty 3/16" All Aluminum 14' Pumper Body - Spartan Metro 4-Door Custom - 750 Gallon Polypropylene Tank - Side-Mount 1,250 GPM Pump.	
<b>FS19DDC03</b>	Southeast Apparatus Extreme Duty 3/16" All Aluminum Mini-Pumper Body - Ford 550 4-Door, 4X4, Diesel - 300 Gallon Polypropylene Tank - Side-Mount 1,250 GPM Pump.	
<b>D. Special Service Apparatus (Walk-In &amp; Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile</b>		
<b>FS19DDD01</b>	Southeast Apparatus Extreme Duty 3/16" All Aluminum 9' Dry Rescue Body - Ford Gas F-550 Regular Cab, 4X4	
<b>FS19DDD02</b>	Southeast Apparatus Extreme Duty 3/16" All Aluminum 9' Wet Rescue Body - Ford Gas F-550 Regular Cab, 4X4 - 300 GPM Pump, 250 Gallon Polypropylene Tank, Booster Reel	
<b>FS19DDD03</b>	Southeast Apparatus Extreme Duty 3/16" All Aluminum 10' Dry Rescue Body - Ford Gas F-550 Regular Cab, 4X4	
<b>FS19DDD04</b>	Southeast Apparatus Extreme Duty 3/16" All Aluminum 10' Wet Rescue Body - Ford Gas F-550 Regular Cab, 4X4 - 300 GPM Pump, 250 Gallon Polypropylene Tank, Booster Reel	
<b>FS19DDD05</b>	Southeast Apparatus Extreme Duty 3/16" All Aluminum 11' Dry Rescue Body - Ford Gas F-550 Regular Cab, 4X4	
<b>FS19DDD06</b>	Southeast Apparatus Extreme Duty 3/16" All Aluminum 11' Wet Rescue Body - Ford Gas F-550 Regular Cab, 4X4 - 300 GPM Pump, 250 Gallon Polypropylene Tank, Booster Reel	
<b>FS19DDD07</b>	Southeast Apparatus Extreme Duty 3/16" All Aluminum 12' Dry Rescue Body - Ford Gas F-550 Regular Cab, 4X4	
<b>FS19DDD08</b>	Southeast Apparatus Extreme Duty 3/16" All Aluminum 12' Wet Rescue Body - Ford Gas F-550 Regular Cab, 4X4 - 300 GPM Pump, 250 Gallon Polypropylene Tank, Booster Reel	
<b>FS19DDD09</b>	Southeast Apparatus Extreme Duty 3/16" All Aluminum Heavy Rescue Body - KW T-370 2-Door	
<b>FS19DDD10</b>	Southeast Apparatus Extreme Duty 3/16" All Aluminum Heavy Rescue Body - Spartan 4-Door Custom Cab	
<b>E. Pumper/Tankers &amp; Tankers</b>		
<b>FS19DDE01</b>	Southeast Apparatus Extreme Duty 3/16" All Aluminum 12' Tanker Body - KW T-370 2 Door - 2,000 Gallon Polypropylene Rectangular Tank - 500 GPM Pump, Dump Valve, Tank Fill Valve	
<b>FS19DDE02</b>	Southeast Apparatus Extreme Duty 3/16" All Aluminum 12' Tanker Body - KW T-370 2 Door - 2,000 Gallon Polypropylene "T" Tank - 500 GPM Pump, Dump Valve, Tank Fill Valve	
<b>FS19DDE03</b>	Southeast Apparatus Extreme Duty 3/16" All Aluminum 16' Tanker Body - KW T-370 2 Door - 3,000 Gallon Polypropylene "T" Tank - 500 GPM Pump, Dump Valve, Tank Fill Valve	
<b>FS19DDE04</b>	Southeast Apparatus Extreme Duty 3/16" All Aluminum 18' Tanker Body - KW T-370 2 Door - 3,000 Gallon Polypropylene Rectangular Tank - 500 GPM Pump, Dump Valve, Tank Fill Valve	
<b>FS19DDE05</b>	Southeast Apparatus Extreme Duty 3/16" All Aluminum 12' Tanker Body - Spartan 4-Door Custom Cab - 2,000 Gallon Polypropylene Rectangular Tank - 500 GPM Pump, Dump Valve, Tank Fill Valve	
<b>FS19DDE06</b>	Southeast Apparatus Extreme Duty 3/16" All Aluminum 18' Tanker Body - Spartan 4-Door Custom Cab - 3,000 Gallon Polypropylene Rectangular Tank - 500 GPM Pump, Dump Valve, Tank Fill Valve	
<b>EE. Spartan ERV</b>		
<b>A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)</b>		
<b>FS19EEA01</b>	55' Rear Mount Telescoping Ladder, Formed Aluminum Body, Spartan Metro Star, 4-Door, Tilt Cab, Single Axle	
<b>FS19EEA02</b>	Single Axle	
<b>FS19EEA03</b>	75' Rear Mount Telescoping Ladder, Formed Aluminum Body, Spartan Metro Star, 4-Door, Tilt Cab, Tandem Axle	



<b>FS19EEA04</b>	100' Mid Mount Telescoping Ladder, Formed Aluminum Body, Spartan Gladiator, 4-Door, Tilt Cab, Tandem Axle	
<b>FS19EEA05</b>	105' Rear Mount Telescoping Ladder, Formed Aluminum Body, Spartan Gladiator, 4-Door, Tilt Cab, Tandem Axle	
<b>FS19EEA06</b>	Tandem Axle	
<b>FS19EEA07</b>	125' Rear Mount Telescoping Ladder, Formed Aluminum Body, Spartan Gladiator, 4-Door, Tilt Cab, Tandem Axle	
<b>FS19EEA08</b>	85' Mid-Mount Telescoping Ladder with Platform, Formed Aluminum Body, Spartan Gladiator, 4-Door, Tilt Cab, Tandem Axle	
<b>FS19EEA09</b>	93' Mid-Mount Telescoping Ladder with Platform, Formed Aluminum Body, Spartan Gladiator, 4-Door, Tilt Cab, Tandem Axle	
<b>FS19EEA10</b>	100' Rear-Mount Telescoping Ladder with Platform, Formed Aluminum Body, Spartan Gladiator, 4-Door, Tilt Cab, Tandem Axle	
<b>FS19EEA11</b>	100' Mid-Mount Telescoping Ladder with Platform, Formed Aluminum Body, Spartan Gladiator, 4-Door, Tilt Cab, Tandem Axle	
<b>FS19EEA12</b>	100' Tractor Drawn Telescoping Ladder (TDA), Formed Aluminum Body, Spartan Gladiator, 4-Door, Tilt Cab, Single Axle	
<b>FS19EEA13</b>	105' Tractor Drawn Telescoping Ladder (TDA), Formed Aluminum Body, Spartan Gladiator, 4-Door Tilt Cab, Single Axle	
<b>FS19EEA14</b>	105' Tractor Drawn Telescoping Ladder Quint (TDA), Formed Aluminum Body, Spartan Gladiator, 4-Door, Tilt Cab, Tandem Axle	
<b>FS19EEA15</b>	54' Squirt - Rear Mount Articulating Water Tower , Formed Aluminum Body, Spartan Metro Star, 4-Door, Tilt Cab, Single Axle	
<b>FS19EEA16</b>	50' Tele-Squirt - Rear Mount Water Tower w/ Ladder, Formed Aluminum Body, Spartan Metro Star, 4-Door, Tilt Cab, Single Axle	
<b>FS19EEA17</b>	4-Door, Tilt Cab, Single Axle	
<b>FS19EEA18</b>	55' Snorkel - Rear Mount Articulating Platform, Formed Aluminum Body, Spartan Metro Star, 4-Door, Tilt Cab, Single Axle	
<b>B. Wildland Fire Apparatus (Brush Fire)</b>		
<b>FS19EEB01</b>	Ford F550, 4x2, Aluminum Flat Bed Body	
<b>FS19EEB02</b>	International 2-Door, 4x2, Aluminum Flat Bed Body	
<b>FS19EEB03</b>	International 2-Door 4x2, Wildland Interface, Aluminum body	
<b>FS19EEB04</b>	Type III Wildland Pumper, 500 GPM, Aluminum Body, International Chassis, 4-Door, 4X4, OEM Cab, Single Axle	
<b>C. Pumper Fire Apparatus</b>		
<b>FS19EEC01</b>	Ford F-550 2-Door, Pumper, 4x2, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted	
<b>FS19EEC02</b>	Pumper, Midship, 1250 GPM, Aluminum Body, Freightliner Chassis, 2-Door, 4X2, OEM Cab, Single Axle	
<b>FS19EEC03</b>	Pumper, Midship, 1250 GPM, Aluminum Body, Kenworth Chassis, 2-Door, 4X2, OEM Cab, Single Axle	
<b>FS19EEC04</b>	Pumper, Midship, 1250 GPM, Aluminum Body, International Chassis, 2-Door, 4X2, OEM Cab, Single Axle	
<b>FS19EEC05</b>	Freightliner 2-Door, Pumper, 4x2, Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted	
<b>FS19EEC06</b>	Pumper, Midship, 1250 GPM, Formed Aluminum Body, Spartan Metro Star, 4-Door, Tilt Cab, Single Axle	
<b>FS19EEC07</b>	Spartan 4-Door Custom Full-Tilt Aluminum Cab, Pumper, 4x2, Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted	
<b>FS19EEC08</b>	Type I Wildland Urban Interface, Midship, 1250 GPM, Aluminum Body, Spartan Metro Star, 4-Door, Tilt Cab, Single Axle	
<b>FS19EEC09</b>	Pumper, Midship, 1250 GPM, Aluminum Body, Spartan Metro Star, 4-Door, Tilt Cab, Single Axle	
<b>FS19EEC10</b>	Pumper, Midship, 1250 GPM, IPS, Aluminum Body, Spartan Metro Star, 4 Door, Tilt Cab, Single Axle	



**D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center**

<b>FS19EED01</b>	Non Walk-In Rescue, Aluminum Body, Ford F550, 2-Door, 4X2, Single Axle	
<b>FS19EED02</b>	Non Walk-In Rescue, Aluminum Body, International 4400, 2-Door, 4X2, Single Axle	
<b>FS19EED03</b>	Non Walk-In Rescue, Aluminum Body, Spartan Metro Star, 4-Door, Tilt Cab, 4X2, Single Axle	
<b>FS19EED04</b>	Walk-In Rescue, Aluminum Body, International 4400, 2-Door, 4x2, Single Axle	
<b>FS19EED05</b>	Walk-In Rescue, Aluminum Body, Spartan Metro Star, 4-Door, Tilt Cab, 4x2, Single Axle	

**E. Pumper/Tankers & Tankers**

<b>FS19EEE01</b>	Pumper/Tanker, Midship, 1250 GPM, Aluminum Body, Freightliner Chassis, 2-Door, 4X2, Single Axle	
<b>FS19EEE02</b>	Pumper/Tanker, Midship, 1250 GPM, Aluminum Body, International Chassis, 2-Door, 4X2, Single Axle	
<b>FS19EEE03</b>	Pumper/Tanker, Midship, 1250 GPM, Aluminum Body, Kenworth Chassis, 2-Door, 4X2, Single Axle	
<b>FS19EEE04</b>	Pumper/Tanker, Midship, 1250 GPM, Aluminum Body, Freightliner Chassis, 2-Door, 4X2, Tandem Axle	
<b>FS19EEE05</b>	Elliptical Tanker, Midship, 1250 GPM, 2000 Gallon Tank, Stainless Steel Body, Freightliner Chassis, 2-Door, Single Axle	
<b>FS19EEE06</b>	Elliptical Tanker, Midship, 1250 GPM, 2000 Gallon Tank, Stainless Steel Body, International Chassis, 2-Door, Single Axle	
<b>FS19EEE07</b>	Elliptical Tanker, Midship, 1250 GPM, 2000 Gallon Tank, Stainless Steel Body, Kenworth Chassis, 2-Door, Single Axle	
<b>FS19EEE08</b>	Elliptical Tanker, Midship, 1250 GPM, 3000 Gallon Tank, Stainless Steel Body, Freightliner Chassis, 2-Door, Tandem Axle	

**FF. Summit**

**B. Wildland Fire Apparatus (Brush Fire)**

<b>FS19FFB01</b>	Summit Fire Single Rear Wheel Brush Unit, 200 Gallon Tank, 11HP Rear Mounted Gasoline Pump, 116L" x 86w" Aluminum Platform Body W/ Bulkhead & Side Storage Boxes, Ford F350, 2 Door Chassis, 4x4, Single Rear Wheel, 60" CA	
<b>FS19FFB02</b>	Summit Fire Brush Unit, 200 Gallon Tank, 11HP Rear Mounted Gasoline Pump, 116" Aluminum Platform Body W/ Bulkhead & Side Storage Boxes, Ford F350 2 Door Chassis, 4x4, 60" CA	
<b>FS19FFB03</b>	Summit Fire Brush Unit, 300 Gallon Tank, 11HP Rear Mounted Gasoline Pump, 116" Aluminum Platform Body W/ Bulkhead & Side Storage Boxes, Ford F450, 2 Door Chassis, 4x4, 60" CA	
<b>FS19FFB04</b>	Summit Fire Brush Unit, 300 Gallon Tank, 18HP Rear Mounted Gasoline Pump, 116" Aluminum Platform Body W/ Bulkhead & Side Storage Boxes, Ford F450, 2 Door Chassis, 4x4, 60" CA	
<b>FS19FFB05</b>	Summit Fire Brush Unit, 300 Gallon Tank, 18HP Rear Mounted Gasoline Pump, 116" Aluminum Platform Body W/ Bulkhead & Side Storage Boxes, Ford F550, 2 Door Chassis, 4x4, 60" CA	
<b>FS19FFB06</b>	Summit Fire Brush Unit, 300 Gallon Tank, 18HP Rear Mounted Gasoline Pump, 116" Aluminum Platform Body W/ Bulkhead & Side Storage Boxes, Ford F550, 4 Door Chassis, 4x4, 60" CA	
<b>FS19FFB07</b>	Summit Fire Brush Unit, 400 Gallon Tank, 23HP Rear Mounted Gasoline Pump, 116" Aluminum Platform Body W/ Bulkhead & Side Storage Boxes, Ford F550, 2 Door Chassis, 4x4, 60" CA	
<b>FS19FFB08</b>	Summit Fire Severe Duty Brush Unit, 300 Gallon Tank, 18HP Rear Mounted Gasoline Pump, 116" Aluminum Platform Body W/ Bulkhead & Side Storage Boxes, Ford F550, 2 Door Chassis, 4x4, Large Tire & Wheel Package, Super Single Rear Wheel, 60" CA	



<b>FS19FFB09</b>	Summit Fire Severe Duty Brush Unit, 300 Gallon Tank, 23HP Rear Mounted Gasoline Pump, 116" Aluminum Platform Body W/ Bulkhead & Side Storage Boxes, Ford F550, 2 Door Chassis, 4x4, Large Tire & Wheel Package, Super Single Rear Wheel, 60" CA	
<b>FS19FFB10</b>	Summit Fire Brush / Utility ERB Unit, 250 Gallon Tank, 18HP Rear Mounted Gasoline Pump, 112" Aluminum Roll Up Door Body, Ford F550, 2 Door Chassis, 4x4, 60" CA	
<b>FS19FFB11</b>	Summit Fire Brush / Utility ERB Unit, 250 Gallon Tank, 18HP Rear Mounted Gasoline Pump, 140" Aluminum Roll Up Door Body, Ford F550, 2 Door Chassis, 4x4, 84" CA	
<b>FS19FFB12</b>	Summit Fire Brush / Utility ERB Unit, 250 Gallon Tank, 18HP Rear Mounted Gasoline Pump, 112" Aluminum Roll Up Door Body, RAM 5500, 2 Door Chassis, 4x4, 60" CA	
<b>FS19FFB13</b>	Summit Fire Brush / Utility ERB Unit, 250 Gallon Tank, 18HP Rear Mounted Gasoline Pump, 140" Aluminum Roll Up Door Body, RAM 5500, 2 Door Chassis, 4x4, 84" CA	
<b>C. Pumper Fire Apparatus</b>		
<b>FS19FFC01</b>	Summit Fire Quick Attack / Mini Pumper, 500 GPM PTO Pump, 300 Gallon tank, Aluminum Roll Up Door Short Body, Ford F550, 2 door , 4x4, 84" CA	
<b>FS19FFC02</b>	Summit Fire Quick Attack / Mini Pumper, 500 GPM PTO Pump, 300 Gallon tank, Aluminum Roll Up Door Tall Body, Ford F550, 4 door , 4x4, 84" CA	
<b>FS19FFC03</b>	Summit Fire Quick Attack / Mini Pumper, 1000 GPM MidShip Pump, 300 Gallon tank, Aluminum Roll Up Door Short Body, Ford F550, Super Cab, 4x4, 84" CA	
<b>FS19FFC04</b>	Summit Fire Quick Attack / Mini Pumper, 1000 GPM Midship Pump, 300 Gallon tank, Aluminum Roll Up Door Short Body, Ford F550, 4 door , 4x4, 84" CA	
<b>FS19FFC05</b>	Summit Fire Quick Attack / Mini Pumper, 1000 GPM Midship Pump, 300 Gallon tank, Aluminum Roll Up Door, Short Body, Enclosed Pump House, Ford F550, Super Cab, 4x4, 84" CA	
<b>FS19FFC06</b>	Summit Fire Quick Attack / Mini Pumper, 1000 GPM Midship Pump, 300 Gallon tank, Aluminum Roll Up Door, Short Body, Enclosed Pump House, Ford F550, 4 door , 4x4, 84" CA	
<b>FS19FFC07</b>	Summit Fire Quick Attack / Mini Pumper, 1250 GPM Midship Pump, 300 Gallon tank, Aluminum Roll Up Door, Short Body, Ford F550, Super Cab, 4x4, 84" CA	
<b>FS19FFC08</b>	Summit Fire Quick Attack / Mini Pumper, 1250 GPM Midship Pump, 300 Gallon tank, Aluminum Roll Up Door, Short Body, Ford F550, 4 door , 4x4, 84" CA	
<b>FS19FFC09</b>	Summit Fire Severe Duty Quick Attack / Mini Pumper, 1250 GPM Midship Pump, 300 Gallon tank, Aluminum Roll Up Door, Short Body, Ford F550, 4 door, 4x4, 84" CA, Large Tire & Wheel Package	
<b>FS19FFC10</b>	Summit Fire Severe Duty Quick Attack / Mini Pumper, 1250 GPM Midship Pump, 300 Gallon tank, Aluminum Roll Up Door, Short Body, Ford F550, 4 door , 4x4, 84" CA, Large Tire & Wheel Package	
<b>FS19FFC11</b>	Summit Commercial Smart Pumper, Highside / Lowside Aluminum Swing Door Body, 1250 GPM Midship Pump, 1000 Gallon Tank, Freightliner M2, 2 Door	
<b>FS19FFC12</b>	Summit Commercial Smart Pumper, Highside / Lowside Aluminum Roll Up Door Body, 1250 GPM Midship Pump, 1000 Gallon Tank, Freightliner M2, 2 Door	
<b>FS19FFC13</b>	Summit Commercial Rescue Style Pumper, Aluminum Roll Up Door Body, 1250 GPM Midship Pump, 750 Gallon Tank, Freightliner M2, 2 Door	
<b>FS19FFC14</b>	Summit Commercial Rescue Style Pumper, Aluminum Roll Up Door Body, 1250 GPM Midship Pump, 1000 Gallon Tank, Freightliner M2, 2 Door,	
<b>FS19FFC15</b>	Summit Commercial Rescue Style Pumper, HighSide / Midside Aluminum Roll Up Door Body, 1250 GPM Midship Pump, 750 Gallon Tank, Freightliner M2, 2 Door	
<b>FS19FFC16</b>	Summit Fire Custom Smart Pumper, HighSide / Lowside Aluminum Swing Door Body, 1250 GPM Midship Pump, 1000 Gallon Tank, Spartan, 4 Door Custom Cab Chassis	



<b>FS19FFC17</b>	Summit Fire Custom Smart Pumper, HighSide / Highside Aluminum Swing Door Body, 1250 GPM Midship Pump, 1000 Gallon Tank, Spartan, 4 Door Custom Cab Chassis	
<b>FS19FFC18</b>	Summit Fire Custom Cab Rescue Style Pumper, Aluminum HighSide/Midside, Roll Up Door Body, 1250 GPM Midship Pump, 750 Gallon Tank, Spartan, 4 Door Custom Cab Chassis	
<b>FS19FFC19</b>	Summit Fire Custom Cab Rescue Style Pumper, Aluminum HighSide/Highside, Roll Up Door Body, 1250 GPM Midship Pump, 750 Gallon Tank, Spartan, 4 Door Custom Cab Chassis	
<b>FS19FFC20</b>	Summit Fire Custom Cab Stainless Steel Pumper, HighSide/Midside, Roll Up Door Body, 1250 GPM Midship Pump, 750 Gallon Tank, Spartan, 4 Door Custom Cab Chassis	
<b>FS19FFC21</b>	Summit Fire Custom Cab Stainless Steel Pumper, HighSide/Highside, Roll Up Door Body, 1250 GPM Midship Pump, 750 Gallon Tank, Spartan, 4 Door Custom Cab Chassis	
<b>FS19FFC22</b>	Summit Fire Custom Cab Pumper Rescue, Aluminum HighSide/Highside, Roll Up Door Body, Roof Top Storage, 1250 GPM Midship Pump, 750 Gallon Tank, Spartan, 4 Door Custom Cab Chassis	
<b>FS19FFC23</b>	Summit Fire Custom Cab Pumper Rescue, Aluminum HighSide/Highside, Roll Up Door Body, Roof Top Storage, (Tall Body) 1250 GPM Midship Pump, 750 Gallon Tank, Spartan, 4 Door Custom Cab Chassis	
<b>D. Special Service Apparatus (Walk-In &amp; Non-Walk-in Bodies) Multi-use: Rescue,</b>		
<b>FS19FFD01</b>	Summit Fire Remote Evacuation & Deployment Wagon (R.E.D Wagon)	
<b>FS19FFD02</b>	Summit Fire Remote Evacuation & Deployment Wagon T.W.O (R.E.D Wagon Trail & Wildland)	
<b>FS19FFD03</b>	Summit Fire Rescue ERB Unit, 7 bay, 112" Aluminum Roll Up Door Body, Ford F550, 2 Door Chassis, 4x4, 60" CA	
<b>FS19FFD04</b>	Summit Fire Rescue ERB Unit, 7 bay, 112" Aluminum Roll Up Door Body, RAM 5500, 2 Door Chassis, 4x4, 60" CA	
<b>FS19FFD05</b>	Summit Fire Rescue ERB Unit, 7 bay, 140" Aluminum Roll Up Door Body, Ford F550, 2 Door Chassis, 4x4, 84" CA	
<b>FS19FFD06</b>	Summit Fire Rescue ERB Unit, 7 bay, 140" Aluminum Roll Up Door Body, RAM 5500, 2 Door Chassis, 4x4, 84" CA	
<b>FS19FFD07</b>	Summit Fire Medium Duty Rescue, Aluminum 14 foot, 7 Bay Rescue, Roll up Door, Freightliner M2 chassis, 2 Door	
<b>FS19FFD08</b>	Summit Fire Medium Duty Rescue, Aluminum 16 foot, 9 Bay Rescue, Roll up Door, Freightliner M2 chassis, 2 Door	
<b>FS19FFD09</b>	Summit Fire Custom Cab Heavy Rescue, Aluminum 18 foot, 9 Bay Rescue, Roll Up Door, Roof Top Storage, Spartan 4door Custom Cab.	
<b>FS19FFD10</b>	Summit Fire Custom Cab Heavy Rescue, Stainless Steel 18 foot, 9 Bay Rescue, Roof top Storage, Roll Up Door, Spartan 4door Custom Cab Chassis.	
<b>FS19FFD11</b>	Summit Fire Custom Cab Heavy Rescue, Aluminum 20 foot, 9 Bay Rescue, Roll Up Door, Roof top Storage, Spartan 4door Custom Cab Chassis.	
<b>FS19FFD12</b>	Summit Fire Custom Cab Heavy Rescue, Stainless Steel, 20 foot, 9 Bay Rescue, Roll Up Door, Roof top Storage, Spartan 4door Custom Cab Chassis.	
<b>E. Pumper/Tankers &amp; Tankers</b>		
<b>FS19FFE01</b>	Summit Fire ETB Economy Tanker, 1800 Gallon Poly Elliptical Tank, Single Rear Manual Dump Chute, Freightliner M2 Chassis cab, 2 Door, Single Rear Axle	
<b>FS19FFE02</b>	Summit Fire ETB Economy Tanker, 3000 Gallon Poly Elliptical Tank, Single Rear Manual Dump Chute, Freightliner M2 Chassis cab, 2 Door, Tandem Rear Axle	
<b>FS19FFE03</b>	Summit Fire ETB Pumper Tanker, 1800 Gallon Poly Elliptical Tank, Single Rear Manual Dump Chute, 1250 GPM Midship Pump, Freightliner M2 Chassis cab, 2 Door, Single Rear Axle	



<b>FS19FFE04</b>	Summit Fire ETB Pumper Tanker, 3000 Gallon Poly Elliptical Tanker, Single Rear Manual Dump Chute, 1250 GPM Midship Pump, Freightliner M2 Chassis cab, 2 Door, Tandem Rear Axle	
<b>FS19FFE05</b>	Summit Fire Wetside Square Tanker, 2000 Gallon Poly Tank, Single Rear Manual Dump Chute, Freightliner M2 Chassis cab, 2 Door, Single Rear Axle	
<b>FS19FFE06</b>	Summit Fire Wetside Square Tanker, 3000 Gallon Poly Tank, Single Rear Manual Dump Chute, Freightliner M2 Chassis cab, 2 Door, Tandem Rear Axle	
<b>FS19FFE07</b>	Summit Fire Wetside Pumper Tanker, 1800 Gallon Poly Tanker, Single Rear Manual Dump Chute, 1250 GPM Midship Pump, Freightliner M2 Chassis cab, 2 Door, Single Rear Axle	
<b>FS19FFE08</b>	Summit Fire Wetside Pumper Tanker, 3000 Gallon Poly Tank, Single Rear Manual Dump Chute, 1250 GPM Midship Pump, Freightliner M2 Chassis cab, 2 Door, Tandem Rear Axle	
<b>FS19FFE09</b>	Summit Fire Dryside Tanker, 2000 Gallon Poly Tank, Single Rear Manual Dump Chute, Freightliner M2 Chassis cab, 2 Door, Single Rear Axle	
<b>FS19FFE10</b>	Summit Fire Dryside Tanker, 3000 Gallon Poly Tank, Single Rear Manual Dump Chute, Freightliner M2 Chassis cab, 2 Door, Tandem Rear Axle	
<b>FS19FFE11</b>	Summit Fire Dryside Pumper Tanker, 1800 Gallon Poly Tanker, Single Rear Manual Dump Chute, 1250 GPM Midship Pump, Freightliner M2 Chassis cab, 2 Door, Single Rear Axle	
<b>FS19FFE12</b>	Summit Fire Dryside Pumper Tanker, 3000 Gallon Poly Tank, Single Rear Manual Dump Chute, 1250 GPM Midship Pump, Freightliner M2 Chassis cab, 2 Door, Tandem Rear Axle	
<b>FS19FFE13</b>	Summit Fire Stainless Steel Elliptical Tanker, 2000 Gallon Stainless Wrapped Poly Tank, Freightliner M2 Chassis, 2 Door, Single Rear Axle	
<b>FS19FFE14</b>	Summit Fire Stainless Steel Elliptical Tanker, 3000 Gallon Stainless Wrapped Poly Tank, Freightliner M2 Chassis, 2 Door, Tandem Rear Axle	
<b>FS19FFE15</b>	Summit Fire Commercial Dryside Stainless Steel Tanker, 3000 Gallon Poly Tank, Freightliner M2 Chassis, 2 Door, Tandem Rear Axle	
<b>FS19FFE16</b>	Summit Fire Custom Cab Dryside Stainless Steel Tanker, 3000 Gallon Stainless Wrapped Poly Tank, Spartan 4 Door Custom Cab & Chassis, Tandem Rear Axle	

### **GG. Sunbelt Fire, Inc.**

#### **B. Wildland Fire Apparatus (Brush Fire)**

<b>FS19GGB01</b>	Ford F450, 2-door, Aluminum Fabricated Flatbed Body, 9' Flatbed Wildland Vehicle	
<b>FS19GGB02</b>	Dodge 5500, 2-door, Aluminum Fabricated Flatbed Body, 9' Flatbed Wildland Vehicle	
<b>FS19GGB03</b>	Ford F450, 2-door, Aluminum Extruded Body, 10' Quick Attack Wildland Vehicle	
<b>FS19GGB04</b>	Dodge 5500, 2-door, Aluminum Extruded Body, 10' Quick Attack Wildland Vehicle	
<b>FS19GGB05</b>	Skid Unit for Slide in Style Body	

#### **D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center**

<b>FS19GGD01</b>	Ford F450, 2-door, Aluminum Extruded Body, 10' Light Rescue Vehicle	
<b>FS19GGD02</b>	Dodge 5500, 2-door, Aluminum Extruded Body, 10' Light Rescue Vehicle	
<b>FS19GGD03</b>	Freightliner M2, 2-door Aluminum Extruded Body, 18' Walk-in Rehabilitation Vehicle	
<b>FS19GGD04</b>	IHC 4400, 2-door Aluminum Extruded Body, 18' Walk-in Rehabilitation Vehicle	
<b>FS19GGD05</b>	Freightliner M2, 2-door Aluminum Extruded Body, 18' Non-Walk-in Rescue Vehicle	
<b>FS19GGD06</b>	IHC 4400, 2-door Aluminum Extruded Body, 18' Non-Walk-in Rescue Vehicle	
<b>FS19GGD07</b>	Freightliner M2, 2-door Aluminum Extruded Body, 18' Command Vehicle	
<b>FS19GGD08</b>	IHC 4400, 2-door Aluminum Extruded Body, 18' Command Vehicle	



HH. SVI Trucks		
B. Wildland Fire Apparatus (Brush Fire)		
FS19HHB01	Ford F550, 2-Door, OEM Cab, 4x4, Single Axle, Aluminum Body, 100 GPM, 250 Gal Tank Slip-In, Wildland Type 6	
FS19HHB02	International HV507, 4-Door, OEM Cab, 4x4, Aluminum Body, Single Axle, 500 GPM, 500 Gallon, Mid-Mounted Wildland Type 3	
C. Pumper Fire Apparatus		
FS19HHC01	International MV607, 2-Door, OEM Cab, 4x2, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	
FS19HHC02	Spartan 4-Door Chassis, Aluminum Tilt Cab, 4x2, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	
FS19HHC03	Ford F550, 4-Door, OEM Cab, 4x2, Aluminum Body, Single Axle, 1250 GPM Pump, 300 Gallon, Mid-Mounted Pumper	
D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
FS19HHD01	Ford F550, 2-Door, OEM Cab, 4x2, Single Axle, Aluminum Body, Non-Walk-In Rescue	
FS19HHD02	International MV607, 2-Door, OEM Cab, 4x2, Single Axle, Aluminum Body, Non-Walk-In Rescue	
FS19HHD03	Spartan 4-Door Chassis, Aluminum Tilt Cab, 4x2, Single Axle, Aluminum Body, Non-Walk-In Body	
FS19HHD04	International MV607, 2-Door, OEM Cab, 4x2, Single Axle, Aluminum Body, Walk-In Rescue	
FS19HHD05	Spartan 4-Door Chassis, Aluminum Tilt Cab, 4x2, Single Axle, Aluminum Body, Walk-In Body	
FS19HHD06	International MV607, 2-Door, OEM Cab, 4 x 2 Single Axle, Aluminum Body, Mobile Bauer Compressor Unit	
E. Pumper/Tankers & Tankers		
FS19HHE01	International MV607, 2-Door, OEM Cab, 4x2, Aluminum Body, Single Axle, 2,000 Gallon Tanker, 500 GPM Pump	
II. Sutphen Corporation (Sutphen)		
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)		
FS19IIA01	Sutphen SA75, Custom 4-Door Full-Tilt Aluminum Cab, Stainless Steel Body, Single Axle, 75' Mid Mounted 1000# Telescoping Aluminum Box Boom with Climbing Ladder	
FS19IIA02	Sutphen SL75, Custom 4-Door Full-Tilt Aluminum Cab, Stainless Steel Body, Single Axle, 75' Mid Mounted 1000# Aluminum Ladder	
FS19IIA03	Sutphen SL100, Custom 4-Door Full-Tilt Aluminum Cab, Stainless Steel Body, Tandem Axle, 100' Mid Mounted 750# Aluminum Ladder	
FS19IIA04	Sutphen SP70, Custom 4-Door Full-Tilt Aluminum Cab, Stainless Steel Body, Single Axle, 70' Mid Mounted 1000# Telescoping Aluminum Box Boom with Platform	
FS19IIA05	Sutphen SP95, Custom 4-Door Full-Tilt Aluminum Cab, Stainless Steel Body, Tandem Axle, 95' Mid Mounted 1000# Telescoping Aluminum Box Boom with Platform	
FS19IIA06	Sutphen SPH100, Custom 4-Door Full-Tilt Aluminum Cab, Stainless Steel Body, Tandem Axle, 100' Mid Mounted 1000# Telescoping Aluminum Box Boom with Platform	
FS19IIA07	Sutphen SP110, Custom 4-Door Full-Tilt Aluminum Cab, Stainless Steel Body, Tandem Axle, 110' Mid Mounted 1000# Telescoping Aluminum Box Boom with Platform	
FS19IIA08	Sutphen SLR75, Custom 4-Door Full-Tilt Aluminum Cab, Stainless Steel Body, Single Axle, 75' Rear Mounted 750# Aluminum Ladder	
FS19IIA09	Sutphen SLR108, Custom 4-Door Full-Tilt Aluminum Cab, Stainless Steel Body, Tandem Axle, 108' Rear Mounted 750# Aluminum Ladder	
B. Wildland Fire Apparatus (Brush Fire)		
FS19IIB01	Sutphen/International 7400 4x4, Type 3 Pumper, 4-Door Commercial Cab, Extruded Aluminum Body, Single Axle, 750 GPM Mid-Mounted Two-Stage Pump	



<b>FS19IIB02</b>	Sutphen Custom Wildland Urban Interface Pumper, 4 Door Full Tilt Aluminum Cab, Extruded Aluminum Body, Single Axle, 1250 GPM Mid-Mounted Pump	
<b>C. Pumper Fire Apparatus</b>		
<b>FS19IIC01</b>	Sutphen/International 4400, 2-Door Commercial Cab, Pumper, Extruded Aluminum Body, Single Axle, 1250 GPM Mid-Mounted Single Stage Pump	
<b>FS19IIC02</b>	Sutphen Program 1 Custom-Pumper, 4 Door Full Tilt Aluminum Cab, Extruded Aluminum Body, Single Axle, 1250 GPM Mid-Mounted Pump	
<b>FS19IIC03</b>	Sutphen Program 2 Custom Pumper, 4 Door Full Tilt Aluminum Cab, Extruded Aluminum Body, Single Axle, 1250 GPM Mid-Mounted Pump	
<b>FS19IIC04</b>	Sutphen Fully Customized Pumper, 4 Door Full Tilt Aluminum Cab, Extruded Aluminum Body, Single Axle, 1250 GPM Mid-Mounted Pump	
<b>D. Special Service Apparatus (Walk-In &amp; Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center</b>		
<b>FS19IID01</b>	Sutphen Custom Rescue, Non-Walk-In, 4 Door Full Tilt Aluminum Cab, Single Axle, Formed Aluminum Body	
<b>E. Pumper/Tankers &amp; Tankers</b>		
<b>FS19IIE01</b>	Sutphen/International Pumper/Wetside Tanker, 2-Door Commercial Cab, Stainless Steel Body, Single Axle, 1250 GPM Mid-Mounted Pump	
<b>FS19IIE02</b>	Sutphen/International Pumper/Elliptical Tanker, 2-Door Commercial Cab, Stainless Steel Body, Single Axle, 1250 GPM Mid-Mounted Pump	
<b>FS19IIE03</b>	Sutphen/International Pumper/Wetside Tanker, 2-Door Commercial Cab, Stainless Steel Body, Tandem Axle, 1250 GPM Mid-Mounted Pump	
<b>FS19IIE04</b>	Sutphen/International Pumper/Elliptical Tanker, 2-Door Commercial Cab, Stainless Steel Body, Tandem Axle, 1250 GPM Mid-Mounted Pump	
<b>FS19IIE05</b>	Sutphen Custom Pumper Tanker, 4 Door Full Tilt Aluminum Cab, Extruded Aluminum Body, Tandem Axle, 1250 GPM Mid-Mounted Pump	
<b>JJ. Toyne</b>		
<b>A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)</b>		
<b>FS19JJA01</b>	Toyne, single axle, Spartan chassis, 75' rear mount aerial, stainless steel body, 300 gallons, side stack hosebed, single stage 1500 gpm pump mid mounted	
<b>FS19JJA02</b>	Toyne tandem axle, Spartan chassis, 110' rear mount aerial with stainless steel body, 300 gallons of water, side stack hosebed, single stage 1500 gpm pump mid mounted	
<b>FS19JJA03</b>	Toyne tandem axle, Spartan chassis, rear mount 100' platform, stainless steel body, 300 gallons of water, hosebed, single stage 1500 gpm pump mid mounted	
<b>FS19JJA04</b>	Toyne tandem axle, Spartan chassis, mid-mount 100" platform, stainless steel body, 300 gallons of water, hosebed, single stage 1500 gpm pump mid mounted	
<b>FS19JJA05</b>	Toyne single axle, Spartan chassis 50' Tele Squirt, stainless steel body, 500 gallons of water, hose bed, single state 1,250 GPM pump mid mounted	
<b>B. Wildland Fire Apparatus (Brush Fire)</b>		
<b>FS19JJB01</b>	Toyne, Ford F550 4 door, stainless steel body, 1000 gpm midship pump, 300 gallons of water	
<b>C. Pumper Fire Apparatus</b>		
<b>FS19JJC01</b>	Freightliner M2, 2-Door Commercial Cab, Pumper, stainless steel Body, Single Axle, 1250 GPM Pump, Single Stage, Mid-Mounted, 750 gallons of water	
<b>FS19JJC02</b>	International 4400, 2-Door Commercial Cab, Pumper, stainless steel Body, Single Axle, 1250 GPM Pump, Single Stage, Mid-Mounted, 750 gallons of water	
<b>FS19JJC03</b>	Kenworth, 2-Door Commercial Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted, 750 gallons of water	
<b>FS19JJC04</b>	Spartan, 4 Door Custom Full Tilt Aluminum Cab, Pumper, stainless steel Body, Single Axle, 1250 GPM Pump, Mid Mounted, 750 gallons of water	
<b>D. Special Service Apparatus (Walk-In &amp; Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center</b>		
<b>FS19JJD01</b>	International 4400, 2-Door, Commercial Cab, Single Axle, stainless steel Body, Non-Walk-In Rescue (walk around type)	
<b>FS19JJD02</b>	Spartan, 4-Door, Full-Tilt, Aluminum Cab, Single Axle, stainless steel Body, Non-Walk-In Body (walk around type)	



<b>FS19JJD03</b>	Ford F550, 4 door Cab, Single Axle, stainless steel body, Non-Walk-In Rescue (walk around type)	
<b>E. Pumper/Tankers &amp; Tankers</b>		
<b>FS19JJE01</b>	International, 2-Door, Commercial Cab, Pumper/Tanker, stainless steel Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted, 2500 gallons	
<b>FS19JJE02</b>	Spartan, 4-Door, Custom Full-Tilt, Aluminum Cab, Pumper/Tanker, stainless steel Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted, 2500 gallons	
<b>FS19JJE03</b>	International, 2-Door, Commercial Cab, Elliptical Tpumper/tanker, welded stainless steel Body, Tandem Axle, 1250 GPM Pump, 2000 gallon	
<b>FS19JJE04</b>	International, 2-Door, Commercial Cab, wetside pumper/tanker, aluminum treadplate Body, single Axle, 750 gpm Pump, 3000 gallon	
<b>KK. U S Tanker</b>		
<b>E. Pumper/Tankers &amp; Tankers</b>		
<b>FS19KKE01</b>	Elliptical Tanker, Midship Pump, 1250 GPM, 2000 Gallon Tank, Stainless Steel Body, Freightliner Chassis, 2-Door, Single Axle	
<b>FS19KKE02</b>	Elliptical Tanker, Midship Pump, 1250 GPM, 2000 Gallon Tank, Stainless Steel Body, International Chassis, 2-Door, Single Axle	
<b>FS19KKE03</b>	Elliptical Tanker, Midship Pump, 1250 GPM, 2000 Gallon Tank, Stainless Steel Body, Kenworth Chassis, 2-Door, Single Axle	
<b>FS19KKE04</b>	Elliptical Tanker, Midship Pump, 1250 GPM, 3000 Gallon Tank, Stainless Steel Body, Freightliner Chassis, 2-Door, Tandem Axle	
<b>FS19KKE05</b>	Wet Side Tanker, Midship Pump, 1250 GPM, 2000 Gallon Tank, Stainless Steel Body, Freightliner Chassis, 2-Door, Single Axle	
<b>FS19KKE06</b>	Wet Side Tanker, Midship Pump, 1250 GPM, 2000 Gallon Tank, Stainless Steel Body, International Chassis, 2-Door, Single Axle	
<b>FS19KKE07</b>	Wet Side Tanker, Midship Pump, 1250 GPM, 2000 Gallon Tank, Stainless Steel Body, Kenworth Chassis, 2-Door, Single Axle	
<b>FS19KKE08</b>	Wet Side Tanker, Midship Pump, 1250 GPM, 3000 Gallon Tank, Stainless Steel Body, Freightliner Chassis, 2-Door, Tandem Axle	
<b>LL. Unruh Fire, Inc.</b>		
<b>B. Wildland Fire Apparatus (Brush Fire)</b>		
<b>FS19LLB01</b>	Unruh Fire 11 ft Attack Brush, extruded aluminum brush body with crosswalk, F550, 4x4	
<b>FS19LLB02</b>	Unruh Fire 9 ft Attack brush, extruded aluminum brush body with work stations, F550, 4x4	
<b>FS19LLB03</b>	Unruh Fire 9 ft Attack Brush, extruded aluminum flatbed brush body, F550, 4x4	
<b>D. Special Service Apparatus (Walk-In &amp; Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center</b>		
<b>FS19LLD01</b>	doors, F550 4x4	
<b>FS19LLD02</b>	Unruh Fire 11 ft Rapid Rescue, extruded aluminum dry rescue body, compartments with 7 roll up doors, F550, 4x4	
<b>FS19LLD03</b>	Unruh Fire 9 ft Rapid Rescue, extruded aluminum wet rescue body with 6 roll up door compartments, F550, 4x4	
<b>FS19LLD04</b>	Unruh Fire 11 ft Rapid Rescue, extruded aluminum wet rescue body, compartments with 6 roll up doors, F550, 4x4	
<b>F. Airport Rescue Fire-Fighting Vehicles</b>		
<b>FS19LLF01</b>	Unruh Fire 12 ft ARFF Rescue, extruded aluminum body with 6 roll up door compartments, 500lbs dry chemical, engine driven pump, F550, 4x4	
<b>FS19LLF02</b>	Unruh Fire 12 ft ARFF Rescue, extruded aluminum body with 6 roll up door compartments, stored energy CAFS, 500 lbs dry chemical, F550, 4x4	
<b>MM. Weis Fire &amp; Safety Equipment Co.</b>		
<b>B. Wildland Fire Apparatus (Brush Fire)</b>		



<b>FS19MMB01</b>	Weis Fire Quick Attack 300, Rear Mount Pump Controls, 9' EXT Alum Fire Body with Walkway, on Ford F-350, 60" CA	
<b>FS19MMB02</b>	Weis Fire Quick Attack 300, Rear Mount Pump Controls, 9' EXT Alum Fire Body with Walkway, on Ford F-450 60" CA	
<b>FS19MMB03</b>	Weis Fire Quick Attack 400, Rear Mount Pump Controls, 11' EXT Alum Fire Body with Walkway, on Ford F-550 84" CA	
<b>FS19MMB04</b>	Weis Fire Quick Attack 500, Rear Mount Pump Controls, 11' EXT Alum Fire Body with Walkway, on Ford F-550 84" CA	
<b>FS19MMB05</b>	Weis Fire Quick Attack 300, Rear Mount Pump Controls, 9' EXT Alum Fire Body with Walkway, on Dodge 5500 Crew Cab, 60" CA	
<b>FS19MMB06</b>	Weis Fire Quick Attack 400, Rear Mount Pump Controls, 9' EXT Alum Fire Body with Walkway, on Dodge 5500 Crew Cab, 60" CA	
<b>FS19MMB07</b>	Weis Fire Quick Attack 400, Rear Mount Pump Controls, 11' EXT Alum Fire Body with Walkway, on Dodge 5500 84" CA	
<b>FS19MMB08</b>	Weis Fire Quick Attack 500, Rear Mount Pump Controls, 11' EXT Alum Fire Body with Walkway, on Dodge 5500 84" CA	



**Note: Bidder must identify each option bid with an identifying Code or Part No. that should be referenced on all Contract Pricing Worksheets**

[illegible]



<b>FORM G:</b>	<b>SPECIAL STATEMENT OF WARRANTY</b>
FS12-19	“Fire Service Apparatus (All Types)”
<p><i>This form shall be completed by the <b>MANUFACTURER</b> and signed by one of its Corporate Officers. No agent signature shall be acceptable on this document.</i></p> <p>_____, the "<b>Manufacturer</b>", warrants each newly manufactured Fire Apparatus, to the original user/purchaser only for the specified periods stated below, from the date of acceptance, ordinary wear and tear excepted:</p>	
<b>Component:</b>	<b>Warranty:</b>
•Cab & Chassis	One (1) year, parts & labor
•Chassis Frame Rails	Five (5) years, parts & labor
•Diesel Engine	Five (5) years, parts & labor
•Transmission	Five (5) years, parts & labor
•Fire Pump	One (1) year, parts & labor
•Fire Pump Panel Gauge	One (1) year, parts & labor
•Water Tank	Twenty (20) years, parts & labor
•Apparatus Body	One (1) year, parts & labor Ten (10) years, rust/corrosion penetration Ten (10) years or 100,000 miles, structural warranty Three (3) years, paint
•Aerial Device	Twenty (20) years, structural Two (2) years, hydraulic components One (1) year, parts and labor One (1) year, waterway
<p>The <b>Manufacturer's</b> obligations under this warranty shall be specifically limited to replacing or repairing, as the <b>Manufacturer</b> may elect, any part or parts of such product which to the Manufacturer's examination discloses to be defective in material or workmanship.</p> <p>Any part or parts considered to be covered by the conditions of this warranty shall be returned, freight prepaid, to the <b>Manufacturer's</b> factory located at _____</p> <p>or to such other location as may be approved in advance by the <b>Manufacturer</b>. Replaced or repaired parts determined to be included within the warranty shall be F.O.B. to the End User's physical location. Freight and labor to reinstall parts shall be paid by the <b>Manufacturer</b>.</p> <p>The <b>Manufacturer's</b> warranty shall <b>not</b> apply to the following:</p> <ul style="list-style-type: none"> <li>• Wear items.</li> <li>• Normal adjustments and maintenance services.</li> <li>• Failures resulting from the product being operated in a manner not in accordance with the operation manual or for a purpose not recommended by the <b>Manufacturer</b>.</li> <li>• Any product which shall have been repaired, modified, or altered in any way so as to have been adversely affected the units stability or reliability.</li> <li>• Items subjected to misuse, negligence, accident, or improper maintenance.</li> <li>• Loss of time or use of the product, inconvenience or other incidental expenses.</li> </ul> <p>Any trade accessory that has its own warranty shall have said warranty document attached with the bid response. If a separate warranty equal or exceeding is not attached, then the <b>Manufacturer</b> warrants any trade accessory not specifically covered by a separate warranty.</p> <p>Nothing contained in this warranty shall make the <b>Manufacturer</b>, liable beyond the express limitations hereof, for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure of the product (except as covered by Product liability insurance).</p> <p><b>THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATIONS, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.</b></p>	
<b>MANUFACTURER:</b>	
Corporate Officer Signature:	
Printed Name and Title:	
<b>WARRANTY ADMINISTRATOR:</b>	
Printed Name and Title:	
Date:	



<b>Form H - Marketing</b>	<b>Invitation No.: FS12-19</b>
<b>Offeror Name:</b>	
Bidder shall provide a written narrative explaining in some detail activities that will be undertaken to actively market and promote an H-GAC contract to local government and non-profit End Users.	



# H-GAC

Houston-Galveston Area Council  
P.O. Box 22777 • 3555 Timmons • Houston, Texas 77227-2777

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## Cooperative Agreement -

### GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and \_\_\_\_\_, hereinafter referred to as the Contractor, having its principal place of business at \_\_\_\_\_.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

#### **ARTICLE 1: LEGAL AUTHORITY**

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

#### **ARTICLE 2: APPLICABLE LAWS**

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

#### **ARTICLE 3: INDEPENDENT CONTRACTOR**

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

#### **ARTICLE 4: WHOLE AGREEMENT**

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

#### **ARTICLE 5: SCOPE OF SERVICES**



The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

#### **ARTICLE 6: PERFORMANCE PERIOD**

This Agreement shall be performed during the period which begins \_\_\_\_\_ and ends \_\_\_\_\_. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

#### **ARTICLE 7: PAYMENT OR FUNDING**

Payment provisions under this Agreement are outlined in the Special Provisions.

#### **ARTICLE 8: REPORTING REQUIREMENTS**

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

#### **ARTICLE 9: INSURANCE**

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

#### **ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS**

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

#### **ARTICLE 11: AUDIT**

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

#### **ARTICLE 12: EXAMINATION OF RECORDS**

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or



off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

#### **ARTICLE 13: RETENTION OF RECORDS**

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

#### **ARTICLE 14: CHANGES AND AMENDMENTS**

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

#### **ARTICLE 15: TERMINATION PROCEDURES**

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

##### ***A. Convenience***

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

##### ***B. Default***



H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

#### **ARTICLE 16: SEVERABILITY**

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

#### **ARTICLE 17: FORCE MAJEURE**

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

#### **ARTICLE 18: CONFLICT OF INTEREST**

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

#### **ARTICLE 19: FEDERAL COMPLIANCE**

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)



applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### **ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS**

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

#### **ARTICLE 21: INDEMNIFICATION AND RECOVERY**

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

#### **ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to



END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

#### **ARTICLE 23: TITLES NOT RESTRICTIVE**

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

#### **ARTICLE 24: JOINT WORK PRODUCT**

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

#### **ARTICLE 25: DISPUTES**

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

#### **ARTICLE 26: CHOICE OF LAW: VENUE**

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

#### **ARTICLE 27: ORDER OF PRIORITY**

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.



**SIGNATURES:**

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

\_\_\_\_\_

Signature

Name

Title

Date

**H-GAC**

Signature

Name     Chuck Wemple

Title     Executive Director

Date



# H-GAC

Houston-Galveston Area Council  
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

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## Cooperative Agreement -

### SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

#### **ARTICLE 1: BIDS/PROPOSALS INCORPORATED**

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

#### **ARTICLE 2: END USER AGREEMENTS ("EUA")**

**H-GAC** acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

#### **ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE**

**Contractor** shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, **Contractor** develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of **Contractor's** most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of **Contractor's** written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,



benefits, or terms to H-GAC and the END USER.

**EXCEPTION:** *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

#### **ARTICLE 4: PARTY LIABILITY**

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder.

Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

#### **ARTICLE 5: GOVERNING LAW & VENUE**

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

#### **ARTICLE 6: SALES AND ORDER PROCESSING CHARGE**

**Contractor** shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

#### **ARTICLE 7: LIQUIDATED DAMAGES**

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

#### **ARTICLE 8: INSURANCE**

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General



Aggregate limit of at least two times the Single Occurrence limit.

**Product liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

**Property Damage or Destruction** insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

## **ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS**

**H-GAC's** contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

## **ARTICLE 10: CHANGE OF STATUS**

**Contractor** shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

## **ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING**

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle



Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
				-							

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
-----------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



## **CERTIFICATE OF INTERESTED PARTIES – FORM 1295**

**Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission’s online filing application, printed out, signed, notarized, and attached to proposal in the response - Section TAB A)**

H-GAC is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits H-GAC from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to H-GAC at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following **definitions** apply:

- (1) ***“Business Entity”*** means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV’T CODE § 2252.908(1).
- (2) ***“Interested Party”*** means a person:
  - a) who has a controlling interest in a business entity with whom H-GAC contracts; or
  - b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV’T CODE § 2252.908(3).
- (3) ***“Controlling interest”*** means:
  - a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
  - b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
  - c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. *Subsection (c) does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.* TEX. ETHICS COMM. RULE 46.3(c).
- (4) ***“Intermediary”*** means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
  - a) receives compensation from the business entity for the person’s participation;
  - b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
  - c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

### **As a “business entity,” all vendors must:**

- (1) **complete Form 1295 electronically** with the Texas Ethics Commission using the online filing application, which can be found at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
  - **All vendors must complete Form 1295, even if no interested parties exist**
  - In Section 2, insert “Houston-Galveston Area Council”
  - In Section 3, insert the H-GAC RFP # for this proposal
- (2) **print a copy of the completed form** (make sure that it has a computer-generated certification number in the “Office Use Only” box)
- (3) have an authorized agent of the business entity **sign the form**
- (4) **notarize the form**
- (5) **submit** the completed, signed, notarized Form 1295, with the certification of filing, by **attaching the form to your proposal in Section TAB A**



H-GAC must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30<sup>th</sup> day after receipt by H-GAC. After H-GAC acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from H-GAC.



**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

**1** Name of business entity filing form, and the city, state and country of the business entity's place of business.

**2** Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

**3** Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5** Check only if there is NO Interested Party. ☐

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**



# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date



## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



## House Bill 89 Verification Form

### Prohibition on Contracts with Companies Boycotting Israel

The 85<sup>th</sup> Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

---

I, (authorized official) \_\_\_\_\_, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

---

Company Name

---

Signature of Authorized Official

---

Title of Authorized Official

---

Date



## CONTRACTOR CONTACT INFORMATION

**ATTENTION Houston-Galveston Area Council (H-GAC) Contractor:** The following information is needed to communicate with your company concerning contract matters which may arise. To expedite the process, we ask that you provide the information requested below. During the term of this contract, notify H-GAC in writing of any changes to this information by emailing updates to: cpcontractfax@h-gac.com

### Section I

<b>CONTRACTOR:</b>	<b>CONTRACT #:</b>
Purchase Order Address:	Invoice Address:
Contact Name:	Contact Name:
Address:	Address:
City State Zip Code	City State Zip Code
Telephone No.:	Telephone No.:
Fax No.:	Fax No.:
Email Address:	Email Address:

### Section II

#### **CONTRACT INFORMATION:**

*Indicate the person (s) authorized to sign contracts, requests for contract price increases, or other contract-related documents. A copy of your corporate resolution may be acceptable for Section II.*

Printed Name of Signatory:	Printed Name of Signatory:
Corporate Title:	Corporate Title:
Tel. No.:	Tel. No.:
Fax No.:	Fax No.:
Email Address:	Email Address:

### Section III

#### **SALES CONTACT INFORMATION**

*Person who End Users will contact for product information and pricing quotes*

Contact Name:	Title:
Address:	
Street	City State Zip
Telephone No.:	Fax No.:
Mobile No.: (optional)	
Email Address:	





August 19, 2021

City of Corona Fire Department  
735 Public Safety Way  
Corona, CA 92878  
(951) 736-2220

Attention: Captain Justin Detmer:

KME Fire Apparatus is pleased to provide you with this proposal for one (1) KME Custom Heavy USAR Rescue Apparatus per our attached specification. The price, terms and conditions for the proposed apparatus are as follows:

Option 1: 1 Unit:

KME Custom USAR Rescue:	\$886,348.80
California Sales Tax @ 8.75%:	\$77,555.52
<b>Total Price for Single unit:</b>	<b>\$963,904.32</b>

**Note:** The purchase order for this proposal must be issued separately from the other apparatus proposals submitted to the City of Corona Fire Department.

This price is valid until **September 19, 2021.**

Terms: Net 30 days

Delivery: 390-420 days from Pre-construction conference F.O.B. Nesquehoning, PA. Delivery to the final destination and Pre Delivery Inspection Services are included in the price.

If you have any questions pertaining to this proposal, please contact me at (909) 917-4339 or [bgomez@kmeffire.com](mailto:bgomez@kmeffire.com).

We appreciate the opportunity to offer this proposal to the City of Corona Fire Department.

Respectfully,

*Brandon Gomez*

Brandon Gomez – California Sales





To Whom it May Concern,

KME is pleased to offer prepayment discount options to our customers on all new orders. Prepayment discounts are available at the following rates for the product ordered.

PRE-PAYMENT TIME OF ORDER		
	Discount	Payment
100% Prepay	\$ 17,503.00	\$ 886,732.50
90% Prepay	\$ 15,753.00	\$ 798,059.25
75% Prepay	\$ 13,128.00	\$ 665,049.38
50% Prepay	\$ 8,752.00	\$ 443,366.25
25% Prepay	\$ 4,376.00	\$ 221,683.13

We are also pleased to share that we have recently improved our prepayment discount structure, giving departments more flexibility and opportunities to free up additional cash for equipment or upfits.





# CONTRACT PRICING WORKSHEET

For MOTOR VEHICLES Only

Contract  
No.:

FS12-19

Date  
Prepared:

7/14/2021

## A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

Buying Agency:	Corona Fire Department	Contractor:	Kovatch Mobile Equipment Corp. (KME)
Contact Person:	Robert Peterson	Prepared By:	Ryan Slane
Phone:	714-925-2520	Phone:	570-413-3450
Fax:		Fax:	
Email:	robert.peterson@coronaca.gov	Email:	rslane@kmeffire.com
Product Code:	FS19OD04	Description:	KME Predator Chassis, 4-Door, Full-Tilt, Aluminum Cab, Alum Body, Single Axle, Heavy Duty Walk-Around Body

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 377,072.00

## B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
KME-A039 Additional Screen Multiplex	\$1,631	KME-A298 Alternator	\$2,074
KME-A002 Severe Service	\$39,935	KME-A303 Battery Charger upgrade	\$1,343
KME-A011 22" Raised Roof	\$5,035	KME-A494 Fender storage (Total 3)	\$3,386
KME-A033 Engine X12 w/ 4000 EVS Trans	\$49,999	KME-A495 Fender storage	\$661
KME-A024 Upgrade rear axle to tandem	\$14,202	KME-A043 Electrical Cab Options	\$1,870
KME-A578 4-Bank Cascade	\$34,200	KME-A580 Breathing Air Compressor	\$42,457
KME-A-583 LP air reel	\$5,406	KME-A123 Light Tower	\$32,424
KME-A020 Front Axle upgrades	\$4,383	KME-A380 Painted Light Tower Guard	\$1,806
KME-A148 Power Locking Cab Doors	\$1,551	KME-A119 Generator	\$21,754
KME-A330 Camera system	\$2,090	KME-A125 Electric Cord Reel (Total 2)	\$7,274
KME-A260 Telma Driveline Retarder	\$15,061	KME-A226 Triple Frame	\$18,466
KME-A384 Opticom	\$2,871	KME-A357 Hiviz Brow Light	\$3,542
KME-A407 Federal Q2B siren	\$3,632	KME-A283 Fuel Tank 65 gallons	\$1,606
KME-A689 Awning - Electric (Total 2)	\$18,362	<b>Subtotal From Additional Sheet(s):</b>	\$52,859
KME-A690 Awning Recessed pocket (Total 2)	\$6,172	<b>Subtotal B:</b>	\$396,051

## C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Extended 3 Year Warranty	\$ 16,282	Custom Body Modifications	\$ 6,893
Painted Roll-up Doors	\$ 4,801		
Upgraded breathing air compressor	\$ 18,500	<b>Subtotal From Additional Sheet(s):</b>	\$ 12,250
		<b>Subtotal C:</b>	\$ 58,726

For this transaction the percentage is:

8%

## D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	831848.8	=	Subtotal D:	831848.8
					Subtotal E:	2000

## F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Delivery	\$5,500	Sales Tax (8.75%)	77,555.52
Delivery Prep / PDI	\$2,000	Contingency Fund	45000
		<b>Subtotal F:</b>	130055.52

Delivery Date:

TBD

G. Total Purchase Price (D+E+F):

\$ 963,904.32



**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if**

[illegible]

**C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.**

Description	Cost	Description	Cost
10 Gallon DEF Tank	\$ 1,250	LED Headlights	\$ 2,150
Hiviz Body Scene Lights (Left/Right/Rear)	\$ 5,250	Cribbing compartments	\$ 3,600
		Subtotal of Options Addtl	\$12,250





**KME FIRE APPARATUS**

**Corona Fire Department**

**USAR Heavy Rescue**



**DESIGN CLAUSE**

QTY: 1

These specifications outline the components, installation methods, and operational characteristics KME is agreeing to provide in order to meet the purchaser's requirements. Subject to the terms of the purchase agreement, other construction details not explicitly listed in these specifications will be determined at the discretion of the builder. In the event the purchaser desires a different construction or installation not already described in these specifications, additional charges may apply, and quoted lead time commitments will be adjusted.

**COMPLETION INFORMATION**

QTY: 1

The contractor shall supply, at the time of delivery, at least one (1) copy of the following documents.

- Owners name and address Apparatus manufacturer, model and serial number
- Chassis make, model and serial number
- Front tire size and total rated capacity in pounds
- Rear tire size and total rated capacity in pounds
- Chassis weight distribution in pounds with water and manufacturer mounted equipment, front and rear
- Engine make, model, serial number, rated horsepower, rated speed and governed speed
- Type of fuels and fuel tank capacity
- Electrical system voltage and alternator output in amps.
- Battery make, model and total capacity in cold crank amps (CCA)
- Transmission make, model, and serial number. If so equipped chassis transmission PTO(s) make, model and gear ratio
- Pump make, model, rated capacity in gallons per minute (liters per minute where applicable) and serial number
- Pump transmission make, model, serial number and gear ratio
- Auxiliary pump make, model, rated capacity in gallons per minute (liters per minute where applicable) and serial number
- Water tank certified capacity in gallons or liters
- Paint manufacturer and paint number(s)
- Company name and signature of responsible company representative
- Certification of slip resistance of all stepping, standing and walking surfaces.

If the apparatus has a fire pump or an industrial supply pump, the pump manufacturer's certification of suction capability.

If the apparatus has a fire pump or an industrial supply pump, a copy of the apparatus manufacturer's approval for stationary pumping applications.

If the apparatus has a fire pump or an industrial supply pump, the engine manufacturers certified brake horsepower curve for the engine furnished, showing the maximum governed speed.

If the apparatus has a fire pump or an industrial supply pump, the pump manufacturers certification of hydrostatic test.

If the apparatus has a fire pump or an industrial supply pump, the third party certification of inspection and test for the fire pump (if applicable).



If the apparatus has an aerial device the third party certification of inspection and test for the aerial device.

If the apparatus has an aerial device, all the technical information required for inspections to comply with NFPA 1911, Standards for Testing Fire Department Aerial Devices.

If the apparatus has a fixed line voltage power source, the certification of the test for the fixed power source (if applicable).

If the apparatus is equipped with an air system, test results of the air quality, the SCBA fill station, and the air system installation.

Weight documents from certified scale - showing actual loading on the front axle, rear axle(s) and overall vehicle (with the water tank full but without personnel, equipment and hose) shall be supplied with the complete vehicle to determine compliance with NFPA-1901.

Written load analysis and results of electrical performance tests.

If the apparatus is equipped with a water tank, the certification of water tank capacity by the tank manufacturer.

#### **FMVSS REQUIREMENT**

QTY: 1

The chassis shall be certified by the apparatus manufacturer as conforming to all applicable Federal Motor Vehicle Safety Standards in effect at the date of contract.

This shall be attested to by the attachment of a FMVSS certification label on the vehicle by the contractor who shall be recognized as the responsible final manufacturer.

#### **RECORDS**

QTY: 1

The successful bidder shall be responsible for preparing and maintaining a record file of parts and assemblies used to manufacture the apparatus.

These records shall be maintained in the factory of the bidder for a minimum of twenty (20) years.

File shall contain copies of any and all reported deficiencies, all replacement parts required to maintain the apparatus, and original purchase documents including specifications, contract, invoices, incomplete chassis certificates, quality control reports and final delivery acceptance documents.

The {Company} shall have access to any and all documents contained in this file upon official written request.

#### **GENERAL CONSTRUCTION**

QTY: 1

The complete apparatus, assemblies, subassemblies, component parts, etc., shall be designed and constructed with the due consideration to the nature and distribution of the load to be sustained and to the general character of the service to which the apparatus is to be subject.

All parts of the apparatus shall be designed with a factor of safety, which is equal to or greater than that which is considered standard and acceptable for this class of equipment in fire fighting service.



All parts of the apparatus shall be strong enough to withstand general service under full load.

The apparatus shall be so designed that the various parts and readily accessible for lubrication, inspection, adjustment and repair.

Bidder's specifications must meet minimum requirements of N.F.P.A. Pamphlet #1901 and all State and Federal Department of Transportation vehicle regulations at time of sale of unit.

The apparatus shall be designed and constructed, and the equipment so mounted, with due consideration to distribution of the load between front and rear axles that all specified equipment, including a full complement of specified ground ladders, full water tank, loose equipment, and firefighters shall be carried without overloading or injuring the apparatus.

#### **PRODUCT LIABILITY**

QTY: 1

Each bidder shall supply proof of product liability and facility insurance equal to or exceeding \$30,000,000.00.

This shall be provided as part of the proposal. There will be no exceptions.

#### **PAINT CERTIFICATION**

QTY: 1

The finish paint shall be certified by the apparatus manufacturer as conforming to all applicable Commercial Vehicle Paint Standards in effect at the date of contract.

This shall be attested to by the attachment of a Sikkens certification.

#### **PRICES & PAYMENTS**

QTY: 1

The bid price will be F.O.B. Destination, on a delivered and accepted basis at the Fire Department. Total price on KME's proposal sheet will include all items listed in these specifications. KME has computed pricing less federal and state taxes. It is understood that any applicable taxes will be added to the proposed prices, unless the purchaser furnishes appropriate tax-exempt forms.

#### **FAIR ETHICAL & LEGAL COMPETITION**

QTY: 1

In order to ensure fair, ethical, and legal competition, neither original equipment manufacturer (OEM) nor parent company of the OEM shall have ever been fined or convicted of price fixing, bid rigging, or collusion in any domestic or international fire apparatus market.

There will be no exceptions.

#### **MATERIAL & WORKMANSHIP**

QTY: 1

All equipment furnished shall be guaranteed to be new and of current manufacture, to meet all requirements of these specifications.

All workmanship shall be of high quality and accomplished in a professional manner so as to insure a functional apparatus with a pleasing, aesthetic appearance.

#### **CONTRACT ADMINISTRATOR**

QTY: 1

The successful bidder shall designate a contract administrator to provide a single point interface between the purchaser and the contractor on all matters concerning the contract.



**APPROVAL DRAWING**

QTY: 1

A detailed drawing of the apparatus shall be provided to the purchaser for approval before construction begins. A copy of this drawing shall also be provided to the manufacturer's representative. Upon purchaser's approval, the finalized drawing shall become a part of the total contract.

The drawing shall show, but is not limited to, such items as the chassis make and model, major components, location of lights, sirens, all compartment locations and dimensions, special suction, discharges, etc. The drawing shall be a visual interpretation of the apparatus as it is to be supplied.

**INSPECTION TRIPS (3)**

QTY: 1

The successful bidder shall provide three (3) factory inspection trips to the apparatus manufacturer's facility.

Transportation, meals, lodging, and other requisite expenses shall be the bidder's responsibility.

**ACCOMMODATIONS FOR FIVE (5)**

QTY: 1

Accommodations shall be for five (5) Fire Department representatives per trip.

The factory visits shall occur at the following stages of production of the apparatus:

**TRIP ONE (1) AT PRE CONSTRUCTION**

QTY: 1

Pre-construction / blueprint review.

**TRIP TWO (2) AT MID-POINT COMPLETION**

QTY: 1

Midpoint completion of entire apparatus.

**TRIP THREE (3) AT FINAL COMPLETION**

QTY: 1

Final inspection upon completion.

**DELIVERY**

QTY: 1

Delivery of the apparatus to the customer shall remain the bidder's responsibility.

On initial delivery of the fire apparatus, a qualified and responsible representative of the contractor shall demonstrate the apparatus and provide initial instruction to representatives of the customer regarding the operation, care, and maintenance of the apparatus and equipment supplied.

**INSTRUCTION MANUALS - TWO (2) SETS - USB**

QTY: 1

In accordance with standard commercial practices, applicable to each vehicle (including body and special equipment) furnished under the contract, the following listed manuals and schematics, in the quantity specified, shall be provided at time of delivery of each vehicle.

The contractor shall supply at time of delivery, two (2) USB copies of a complete operation and service manual covering the complete apparatus as delivered and accepted.

The manual shall contain the following:

- Descriptions, specifications, and ratings of chassis, pump (if applicable), and aerial device
- Wiring diagrams



- Lubrication charts
- Operating instructions for the chassis, any major components such as a pump and any auxiliary systems
- Instructions regarding the frequency and procedures recommended for maintenance
- Parts replacement information

**VEHICLE FLUID PLATE**

QTY: 1

As required by NFPA-1901, the contractor shall affix a permanent plate in the driver's compartment specifying the quantity and type of the following fluids used in the vehicle:

A permanent plate in the driving compartment shall specify the quantity and type of the following fluids used in the vehicle:

- Engine oil
- Engine coolant
- Chassis transmission fluid
- Pump transmission lubrication fluid
- Pump primer fluid
- Drive axle(s) lubrication fluid
- Air-conditioning refrigerant
- Air-conditioning lubrication oil
- Power steering fluid
- Cab tilt mechanism
- Transfer case fluid
- Equipment rack fluid
- Air compressor system lubricant
- Generator system lubricant
- Aerial systems

**ALL KME LOGOS MUST BE MECHANICALLY FASTENED**

QTY: 1

All KME logos need to be mechanically fastened.

**UNIT BUILT AT HEADQUARTERS**

QTY: 1

In order to insure top quality construction, maximum assembly line and engineering communication and the highest level of manufacturing supervision the entire apparatus shall be built at the bidders' primary (headquarters) manufacturing facility.

Apparatus constructed at satellite plants will not be considered.

**EXACT BLUEPRINT WITH BID**

QTY: 1

A scale drawing of the specific apparatus being proposed shall be submitted WITH THE BID.

Drawings of similar units or demo units shall not be permitted.

Bidders should be clear that this provision is requiring a SCALE drawing of the truck which is actually being bid.



The drawing shall be done at the manufacturer's facility by the manufacturer's engineering department in order to guarantee the accuracy of the drawing.

Failure to comply with this requirement shall be grounds for rejection of the bid!

**FAMA MEMBERSHIP**

QTY: 1

The apparatus manufacturer must be a current member of the Fire Apparatus Manufacturer's Association (FAMA).

**MANUFACTURED IN UNITED STATES**

QTY: 1

The entire apparatus shall be assembled within the borders of the Continental United States to insure more readily available parts (without added costs and delays caused by tariffs and customs) and service.

**ISO REQUIREMENT**

QTY: 1

The manufacturer shall operate a Quality Management System that is certified to ISO 9001 by an organization that is accredited by the ANSI-ASQ National Accreditation Board (ANAB).

This type of business management system shall allow the manufacturer to monitor processes to ensure they are effective; keep adequate records; check output for defects, with appropriate and corrective action where necessary; regularly review individual processes and the quality system itself for effectiveness; and facilitate continual improvement.

A copy of the registration certificate must be included in the proposal, NO EXCEPTIONS.

**AMP DRAW REPORT**

QTY: 1

The bidder shall provide with their bid proposal and at the time of delivery, an itemized print out of the expected amp draw of the entire vehicle's electrical system.

A written load analysis, which shall include the following:

- The rating of the alternator.
- The minimum continuous load of each component that is specified per: Applicable NFPA-1901.
- 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 shall be provided by the bidder per the applicable NFPA-1901.

**COOPERATIVE PURCHASING**

QTY: 1

The Manufacturer shall be pleased to allow other public agencies to use the purchase agreement resulting from this invitation to bid unless the bidder expressly notes on the proposal form that prices are not available for tag-on.

The condition of such use by other agencies shall be that any such agency must make and pursue contact, purchase order/contract, and all contractual remedies with the successful bidder.

Such tag-ons shall be done so that the original purchasing agency has no responsibility for performance by either the manufacturer or the agency using the contract.



**VEHICLE TRANSPORTATION - KME PROVIDED**

QTY: 1

Transportation for the completed vehicle from KME Fire Apparatus in Nesquehoning, PA to the end user shall be provided by KME.

**!!! CRITICAL OVERALL HEIGHT REQUIREMENT !!! - "NO**

QTY: 1

**!!! CRITICAL OVERALL LENGTH REQUIREMENT !!! - "NO**

QTY: 1

**NFPA TREADPLATE CERTIFICATION**

QTY: 1

All stepping, standing, and walking surfaces on the body shall meet NFPA #1901 anti-slip standards.

Aluminum tread plate utilized for stepping, standing, and walking surfaces shall be Alcoa No-Slip type.

This material shall be a minimum 3/16 (0.1875") in thickness.

Upon request by the purchaser, the manufacturer shall supply proof of compliance with this requirement.

All vertical surfaces on the entire vehicle will also have NFPA treadplate in order to provide a consistent pattern.

**SPECIAL SERVICE FIRE APPARATUS**

QTY: 1

The unit shall be designed to conform fully to the "Special Service Fire Apparatus" requirements as stated in the NFPA 1901 Standard (2016 Revision), which shall include the following required chapters as stated in this revision:

- Chapter 1 Administration
- Chapter 2 Referenced Publications
- Chapter 3 Definitions
- Chapter 4 General Requirements
- Chapter 10 Special Service Fire Apparatus
- Chapter 12 Chassis and Vehicle Components
- Chapter 13 Low Voltage Electrical Systems and Warning Systems
- Chapter 14 Driving and Crew Areas
- Chapter 15 Body, Compartments and Equipment Mounting

**NFPA "CHAPTER 22" 110 VOLT SYSTEM REQUIREMENTS**

QTY: 1

Chapter 22 Line Voltage Electrical Systems

**NFPA "CHAPTER 24" AIR SYSTEM REQUIREMENTS**

QTY: 1

Chapter 24 Air Systems

**NFPA "CHAPTER 25" WINCH REQUIREMENTS**

QTY: 1

Chapter 25 Winches

**SAFETY SIGNS (NFPA REQUIRED)**



QTY: 1

Safety sign(s) shall be located on the vehicle at the rear step, and at any cross walkway(s), to warn personnel that riding in or on these areas while the vehicle is in motion is prohibited.

**THIRD PARTY TESTING**

QTY: 1

If required by the specific chapters of NFPA-1901, the proposed unit shall be tested and certified by independent third party inspectors.

All test work for fire pumps outlined in NFPA 1901, Edition shall be conducted.

The third party inspectors shall provide the manufacturer a complete written examination and test report for each inspection performed at the manufacturer's facility.

This report specifies the points of inspection and results of such examinations and tests.

The inspectors performing the test work on the units are certified to Level II in the required NDT methods, under the requirements outlined in ASNT document CP-189.

The actual person(s) performing the inspection shall present for review proof of Level II Certification in the required NDT methods.

The apparatus manufacturer shall designate, in writing, who is qualified to witness and certify these test results.

Prior to submittal to the automotive fire apparatus manufacturer, the final Report shall be reviewed by the Supervisor of Fire Equipment Services and a Registered Professional Engineer, both of whom are directly involved with the aerial device certification program.

When the unit successfully meets all the requirements outlined in NFPA 1901, current edition, the third party inspector shall issue a Certificate of Automotive Fire Apparatus Examination and Test stating the unit's compliance with NFPA- 1901.

**120/240 VOLT ELECTRICAL SYSTEM TESTING**

QTY: 1

All line voltage wiring and permanently connected devices and equipment shall be subjected to a dielectric voltage withstand test of 900 volts for one minute. The test shall be conducted between live parts and the neutral conductor and between live parts and the vehicle frame with any switches in the circuits closed. The test shall be conducted after all bodywork has been completed. The dielectric tester shall have a minimum 500 VA transformer with a sinusoidal output voltage that can be verified.

Electrical polarity verification shall be made of all permanently wired equipment and receptacles to determine that connections have been properly made.

The apparatus manufacturer shall perform the following operation test and shall certify that the power source and any devices that are attached to the line voltage electrical system are properly connected and in working order.

The generator shall be started from a cold start condition and the line voltage electrical system shall be loaded to 100 percent of the nameplate voltage rating.

The following items shall be monitored and documented every 15 minutes:

- The cranking time until the generator starts and runs.
- The voltage, frequency, and amperes at continuous full rated load.



- The generator oil pressure, water temperature, transmission temperature, hydraulic temperature, and the battery rate charge, as applicable.
- The ambient temperature and altitude.

The generator shall operate at 100 percent of its nameplate wattage for a minimum of two (2) hours.

### **UL LINE VOLTAGE TESTING**

QTY: 1

When the unit successfully meets all the requirements outlined in NFPA 1901, 2016 Edition, third party inspectors shall issue a Certificate of Automotive Fire Apparatus Examination and Test stating the unit's compliance with the required line voltage section of NFPA.

### **SEVERE SERVICE CAB - BASE, 100" - S2020**

QTY: 1

The cab shall be a custom tilt style, built specifically for fire service.

The cab shall be a cab over engine design, with integral tilt mechanism and engine access from inside the cab.

Cab shall be designed, fabricated, assembled in its entirety, and installed on the frame rails in the manufacturer's; factory.

This requirement will eliminate any split responsibility in warranty and service. There will be no exceptions.

The cab interior shall be the "Open-Space" design with no wall, window or vertical support posts between the front and rear crew areas to allow direct communication, better visibility and air circulation in the cab.

### **CAB MATERIAL**

QTY: 1

The cab shall be fabricated from 5052-H 32 aluminum alloy, utilizing the minimum material thickness as follows:

- Cab side panels 0.125 thick (1/8")
- Cab roof 0.125 thick (1/8")
- Forward cab front sheet 0.125 thick (1/8")
- Interior cab panels 0.125 thick (1/8")
- Other panels 0.125 thick (1/8")
- Cab doors 0.1875 thick (3/16")
- Engine enclosure side panels 0.250 thick (1/4")

Cab, sub-frame shall be a welded assembly, fabricated of 6063 structural aluminum alloy. This frame shall extend the full length and width of the cab and be secured to the chassis frame through two (2) rear, urethane, self centering load cushions, two (2) forward pivot brackets, and two (2) cab locks. The cab shall be of entirely welded construction.

The front cab wall shall be of double wall type construction, featuring an inner and outer panel. {No Exceptions}

### **CRASH TESTING**

QTY: 1

To ensure the safety of the cab occupants and cab integrity, proof of third party testing shall be provided.



The cab shall be certified for SAEJ2422 side impact, SAEJ2420 with ECER29 cab front impact, and ECER29 cab roof strength.

Furthermore, proof of testing and certification shall be provided that the cab, in accordance to SAE J2420 was front impact tested at 2.1 times the standard energy required in SAE J2420, thus exceeding the NFPA requirement.

This test shall be performed with no support immediately behind the cab, thus providing an authentic test result.

### **CAB LENGTH**

QTY: 1

#### Minimum Cab Dimensions:

- Overall width 100"
- Inside width of ceiling 92"
- Front area floor to ceiling 59-3/4"
- Top of front seat to ceiling 42" (depending upon seat type)
- Seat back to steering wheel 21-1/4" (depending upon seat type)
- Inside width (door to engine enclosure) 27-1/2" (driver's side, at the floor)
- Inside width (door to engine enclosure) 24" (officer's side, at the floor)
- Crew seat area width 92"
- Front cab floor to top of engine enclosure 27"
- Front cab floor to top of center dash 36-1/4"
- Outer crew seat risers to rear wall 41-1/2"
- Centerline axle to rear wall 59-1/2"

#### Glass Area Dimensions:

- Windshield (Contour) 3,422 sq. in.
- Side door window, retractable 625 sq. in. each
- Side fixed crew windows 550 sq. in. each

### **CAB ROOF**

QTY: 1

#### Cab Entry Door Height Dimensions:

- Forward door opening 76" high
- Rear door opening 86" high

The roof will be a split level design with radius edges for an aesthetic, streamline appearance. The roof shall be constructed with the same material as the main structure and be internally reinforced using framing which shall span the entire width and length of the cab for maximum structural integrity. This shall allow the roof to support personnel and roof mounted equipment without the need for additional reinforcement. The cab roof over the rear crew area shall be raised ten (10) inches higher than the front driver and officer area. The front face of the raised roof section shall be sloped at a 45 degree angle, creating a streamlined interface with the standard, lower, forward roof section. The forward section of the raised roof shall be notch to accommodate the roof mount air conditioning system. This design shall allow for additional interior height in the rear crew area. The rear crew area doors shall be "Vista-Style", extending full height to the radius edge of the raised roof.



Approximate dimensions:

- Crew area floor to ceiling 64"

Top of crew seat to ceiling 45" (depending upon seat type)

#### **ALUMINUM TREAD PLATE OVERLAY ON CAB ROOF**

QTY: 1

A bright finish aluminum tread plate overlay shall be placed on the cab roof.

This overlay shall be placed on the raised roof section, or if a flat roof cab is being utilized, from the area of the "B" post area-rearward, and extending back to the end of the cab roof.

This tread plate overlay shall be sealed with caulking around the edges to prevent moisture from entering the area between the cab roof and the overlay.

#### **CAB ROOF DRIP RAIL 96" PREDATOR SS - SEALED**

QTY: 1

For enhanced protection from inclement weather, a drip rail shall be furnished on the sides of the cab.

The drip rail shall be constructed of bright polished extruded aluminum, and be fastened to the sides of the cab roof edge.

**The cab drip rail shall extend the full length of the cab roof to the front radius of the cab.**

**The entire drip rail shall be sealed using caulking, adhesive or other suitable alternative to prevent leaking and water dripping into the cab.**

#### **CAST ANTI-SLIP ENTRY STEPS**

QTY: 1

The front entrance steps shall be a minimum of 9" deep.

Each step shall be a cast aluminum, open grate style step fabricated by Cast Products Inc. with a polished aluminum outer surface.

The cab step risers shall be overlaid with .063" polished aluminum tread plate.

The rear entrance steps shall be a minimum of 9" deep.

Each step shall be a cast aluminum, open grate style step fabricated by Cast Products Inc. with a polished aluminum outer surface.

The cab step risers shall be overlaid with .063" polished aluminum tread plate.

#### **BATTERY ACCESS DOORS**

QTY: 1

The battery access door(s) shall be 1/8" aluminum tread plate, drop down doors with thumb latches at each side rear cab step well.

#### **CAB DOORS**

QTY: 1

Four (4) side-opening doors shall be provided. The cab doors shall be shortened to the floorboard level thus leaving an exposed step well area at each cab entrance. The cab doors shall be totally constructed of aluminum with an extruded aluminum frame and an aluminum outer door skin. The forward cab door opening shall be a minimum of 37" wide and the rear cab door opening shall be a minimum of 37" wide. The rearward cab doors shall have a radius cutout allowing the door opening to protrude forward over the cab wheel well, while providing full access to the rear crew area. There shall be a heavy duty, piano type,



stainless steel hinge on each door of a minimum pin diameter of 3/8". Hinges shall be slotted for ease of horizontal and vertical adjustment. There shall be a cab door seal and the doors shall close flush with the side of the cab. A heavy duty 6" wide belting material shall be utilized to prevent the cab doors from opening greater than 90 degrees.

#### **PREDATOR SS DOOR LATCHES, HD CASTED LATCH - BARRIE**

QTY: 1

Heavy-duty, bright finish cast paddle latches shall be provided on the interior and exterior of each cab door. Door latch mechanisms which utilize spring steel clamps shall not be considered due to their tendency to both rust and break. The interior door latch cables are to be designed to reduce adjustment or possible wear at the adjustment turnbuckles.

**Note: The paddle latches on the inside of the rear crew doors will be installed so that the latch hinges toward the rear cab seats and will be much easier for a firefighter seated in the rear forward facing seats to operate.**

#### **CAB DOOR INSULATION**

QTY: 1

A 1/4" insulation panel shall be installed in each cab door. This insulation panel shall provide an additional acoustical barrier as well as help with heating/cooling properties of the apparatus.

#### **HIDDEN WEATHER STRIP**

QTY: 1

The cab doors shall be equipped with a weather strip seal track on the lower portion of the door. Bolt-on tracks shall be provided to allow for a snap-on replaceable weather stripping to be changed easily and shall be fastened in place with nutserts to ensure longevity.

#### **KEY MODEL #751**

QTY: 1

The specified door lock cylinder/s shall be equipped with #751 key/s.

#### **ELECTRIC WINDOWS, FOUR (4) DOORS, MFD, X-MFD, LFD**

QTY: 1

Each side cab door shall have a tinted retractable window. The window track shall be designed into the door frame extrusion, which shall be extruded with a track groove to house a window track and seal. The window shall be capable of being removed from an access slot designed in the bottom of the door frame.

All side cab doors shall be equipped with electrically operated windows.

The driver shall have a control to operate the officer's side window and the rear cab windows, located on the driver's door panel. The officer side window control shall be on the officer's door panel.

The control for each rear door shall be a rocker type automotive style switch located on the inside door panel within easy reach.

**For Clarification: The electric window controls shall match GSO 10588.**

#### **DOOR LOCKS**

QTY: 1

Each exterior cab door shall be equipped with keyed locks.

The cab doors shall be capable of being locked from the outside with a key and manually from the inside or with a momentary switch that shall either lock or unlock the doors.

A switch shall be provided on both the driver and officer side of the cab dash.

#### **KEYLESS ENTRY**



QTY: 1

A Trimark brand, keyless entry system shall be provided on all cab doors.

This system shall lock the doors by use of the key fob and shall unlock the doors by either the key fob or the touch pads.

The system shall include two (2) "e-PAD", five number lighted touch pads mounted one (1) each side to the rear of each front cab door.

The system shall also incorporate two (2) "e-FOB", 2 button RF transmitters, one (1) RF receiver module and a total of four (4) power door lock actuators.

The driver door shall have a traditional key - lock installed.

#### **DOOR WINDOW TRIM EXTRUSION**

QTY: 1

Each side cab door window shall be designed with a custom extruded trim plate, which shall conform to the perimeter of the window opening in each door.

The trim plate shall extend from the edge of the door skin to the window and shall have a silver anodized finish.

#### **CAB DOOR WINDOW SILL PROTECTION**

QTY: 1

Brushed stainless steel protection caps shall be provided on each door interior window sill.

The caps shall be fabricated from 18-gauge brushed stainless steel and cover from the window edge down over the sill and meet the inner door panel top edge.

#### **DOOR PANELS**

QTY: 1

The cab door interior panels shall be covered with a brushed stainless steel panel, at full height.

The panel shall be 16 gauge stainless steel with a brushed finish and shall be designed to allow easy access to the inner door.

#### **INNER DOOR PANEL TO BE THREE (3) PIECE DESIGN**

QTY: 1

The inner door panel shall be designed as a three (3) piece panel to allow easy access to the door latching mechanism, electrical components or the window mechanism without disassembling the entire door.

#### **SCOTCHLITE INTERIOR OF DOOR PANELS**

QTY: 1

Each interior cab door panel shall be equipped with reflective ScotchLite material that shall cover at least 96 in.

#### **WINDSHIELD**

QTY: 1

A two piece, symmetrical, safety glass windshield shall be provided on the cab for the driver and officer providing a clear viewing area.

The windshields shall be full width to the center of the front cab support for each side and provide the occupants with a panoramic view.



To provide enhanced peripheral vision on each side of the cab, the windshield and cab structure shall be designed with radius corners, which provide a minimum of 8" of glass area, measured from the glass face to the side edge near the door post.

The windshield shall consist of three (3) layers; the outer light, the middle safety laminate and the inner light.

The thick outer light layer shall provide superior chip resistance, the middle safety laminate layer shall prevent the windshield glass pieces from detaching in the event of breakage and the inner light shall provide yet another chip resistant layer.

The windshield will be a contour design with 3244 sq. in. of area for improved visibility and style.

The windshield glass shall be designed so it can be used on either the driver or officer side.

Single piece windshields that utilize epoxy or that are bonded to the cab structure shall not be acceptable.

### **WINDSHIELD WIPERS & WASHERS**

QTY: 1

Dual, electric operated, pantographic type windshield wipers shall be provided.

One (1) electric drive motor shall be provided for each wiper.

Wipers shall have "HI/LO" and "INTERMITTENT" operating speeds. "HI/LO" speeds shall be controlled by a steering column control, within the turn signal control stem.

"INTERMITTENT" operation shall be controlled by a twist switch within the control on the steering column.

The wipers shall be of the self-parking type.

Windshield washers shall be electric operated wet-arm type with a 1/2 gallon washer fluid reservoir, mounted behind a hinged access door in the officer side front cab step well area. The fluid level shall be visible through a cutout in the access door. This door shall be secured with two thumb latches.

The washer control shall be integral with the intermittent wiper control switch.

There shall be individual removable panels on the front face of the cab for access to the wiper motor assemblies.

Windshield wipers shall survive testing in excess of 3 million cycles in accordance with section 6.2 of SAE J198 "Windshield Wiper Systems – Trucks, Buses and Multipurpose Vehicles".

The bidder shall certify that the wiper system design has been "Third party tested" and that the wiper system has met this criteria.

### **SIDE VIEWING WINDOWS**

QTY: 1

A fixed, tinted window with 620 sq. in of glass area shall be provided on each side of the cab behind the forward cab doors.

This window will be the same height as the window in the rear cab door for maximum visibility.

### **DARK TINT WINDOWS**

QTY: 1

The windshield and the forward cab door glass shall be provided with standard DOT, green automotive tint.



If provided, the side cab windows to the rear of the front doors, the rear cab door windows, and any rear viewing windows shall be equipped with a dark, automotive tint.

**CAB GRAB RAILS EXTERIOR**

QTY: 1

1-1/4" diameter x 28" long, knurled bright anodized aluminum handrails shall be provided.

There will be one (1) at each cab door entrance.

Grab rail stanchions shall be chrome plated and offset when necessary to prevent "hand-pinching" when opening or closing the doors.

Formed rubber gaskets shall be provided between each stanchion base and the cab surface.

**CAB GRAB HANDLES, INTERIOR**

QTY: 1

Grab rails shall be provided to assist in entry and exiting of the cab. Each grab rail shall be a cast aluminum "D" style handle that shall have a wheelabrated finish and shall be located in the following locations:

- One (1) 11" long, horizontally mounted on each front cab door on the interior door panel
- One (1) 11" long, horizontally mounted on each rear cab door on the interior door panel

**PREDATOR SS INTERIOR GRAB HANDLES - WHEELABRATED**

QTY: 1

Grab rails shall be provided to assist in entry and exiting of the cab. Each grab rail shall be a cast aluminum "D" style handle that shall have a wheelabrated finish and shall be located in the following locations:

- One (1) 11" long, vertical mounted on each front cab door on the interior door panel

**Note: FD to supply photos for exact mounting location.**

**INTERIOR A & C POST GRAB HANDLES-BALL-BURNISHED**

QTY: 1

Four (4) 12" long, vertically mounted, one (1) each side cab interior on the "A" post, and one (1) each side of the cab interior on the "C" post in the crew area.

Note: The officer's side "A" post grab handle shall match the driver's side "A" post grab handle location. The handle needs to clear the MDC.

**INTERIOR GRAB RAILS-REAR CREW DOORS-BALL-BURNISHED**

QTY: 1

One (1), horizontally mounted, on each rear cab door, located at the same height as the window in the lowered position.

**INTERIOR GRAB RAILS-REAR CREW DOOR WINDOW OPENING**

QTY: 1

One (1) vertical grab rail will be provided on the interior of each rear cab crew door. The grab rail will extend the full height of the window opening toward the forward portion of the door.



**FRONT CAB GRILLE - SQUARE POLISHED STAINLESS STEEL**

QTY: 1

A square mirror finished stainless steel grille shall be installed to allow for maximum air flow to the charge air cooler and the radiator.

The bottom screw on each side of the grill will be through-bolted to the cab structure. Nut-serts will not be used.

**SIDE CAB GRILLES**

QTY: 1

Two (2) rectangle, mirror finished stainless steel air inlets/outlets shall be provided horizontally above the wheel well opening, one on each side of the cab.

The grilles shall be equipped with a mesh screen to serve as a secondary ember separator.

The design shall permit proper ducting of air through the engine compartment and cooling system.

This system shall be such that particles larger than .039 inches (1 mm) in diameter cannot reach the air filter element.

**CAB EXTERIOR REAR WALL**

QTY: 1

A bright finish aluminum tread plate overlay shall be provided over the entire exterior rear cab wall.

The tread plate overlay shall be sealed with caulking around the edges to prevent moisture from getting between the cab and the overlay.

**CAB WHEEL WELL LINERS - ALUMINUM**

QTY: 1

The front cab, wheel wells shall be equipped with fully removable bolt-in aluminum inner wheel well liners.

The liners shall extend full depth into the truck frame.

The completely washable wheel well liners shall be designed to protect the cab substructure, inner panels, and other miscellaneous installed components from road salts, debris, dirt accumulation and corrosion.

**ALUMINUM CAB FENDERETTES**

QTY: 1

The cab wheel well openings shall be trimmed with replaceable, bolt-in, polished aluminum fenderettes.

The fenderettes shall be secured to the cab with stainless steel, threaded fasteners along the internal perimeter of the wheel well.

Dissimilar metal tape and black vinyl trim molding shall be used where the cab and fender meet.

**FRONT MUD FLAPS**

QTY: 1

Heavy duty, black rubber type mud flaps shall be provided behind the front wheels. **The mud flaps shall be plain with NO LOGO'S.**

**CAB MIRRORS**

QTY: 1

Two (2) Lang-Mekra 300 Series Aero style mirror assemblies shall be furnished, one on each front cab door.



Each mirror assembly will have a 14-3/8 x 7-1/4 shatterproof, flat glass head mounted in a 15 x 8 chrome plated housing and a 7-3/4 x 5-7/8 shatterproof, convex head mounted in its own 8-1/2 x 6-5/8 chrome plated housing.

Each mirror housing shall have a field replaceable back cover.

Each head will be electrically heated and motorized with controls on the driver's lower wing panel.

The upper, flat glass portion shall be electrically controlled from the drivers seating position and the lower convex sections shall be manually adjustable.

The mirror heads shall be installed on a one piece, break away style, stainless steel loop mounted to the forward portion of the door with two (2) brackets forward of the windows.

### **MIRROR CONTROL**

QTY: 1

In addition to the switches on the driver's lower wing panel, the mirror position and heat (if applicable) controls shall be programmed into the multiplex control screen.

### **DOOR WIDTH, X-MFD, LFD & X-LFD - 100" SS**

QTY: 1

Cab Entry Door Width Dimensions:

- Forward door opening 37" wide
- Rear door opening 37" wide

Cab Entry Step Dimensions:

- Forward door recessed step 29 3/4" wide x 8-1/2" deep
- Rear door recessed step 25 3/4" wide x 8-1/2" deep

### **INTERIOR TRIM- GRAY VINYL**

QTY: 1

The cab interior shall be constructed to create an ergonomically designed interior to be user friendly and functional for the driver and officer.

The forward overhead panel shall be a fabricated module, which shall have six (6), 3" diameter, adjustable, windshield defroster/heat vents and four (4) comfort vents.

All interior upholstery panels shall be gray in color.

The upholstered cab overhead and side wall portions shall utilize vinyl upholstery with padding underneath to provide additional insulation.

### **INTERIOR CAB WALL GRAY VINYL**

QTY: 1

The interior rear wall of the cab shall be covered with gray vinyl for durability and shall match the other upholstered areas of the cab.

### **CAB FLOORING**

QTY: 1

The floor of the driver's compartment and the floor of the crew area shall be lined with Baryfol vinyl composite flooring to comply with NFPA noise and heat requirements.



**ACOUSTICAL INSULATION**

QTY: 1

One (1) inch thick acoustical insulation shall be provided on the cab roof, rear and side walls of the cab.

This material shall be fitted between the cab structural members and secured with adhesive to provide an insulation barrier for noise and heat.

**MOUNTING PLATE ON REAR OF ENGINE ENCLOSURE**

QTY: 1

One (1) 26.5" wide x 8.5" high 3/16" aluminum mounting plate will be provided and centered on the rear of the lower vertical surface of the engine enclosure. The plate will be painted textured gray to match the interior of the cab. Four (4) mounting holes will be provided in the corners 2" x 2" in from each edge. The mounting screws will be counter sunk to allow for flush mounting of the customer mounted mounting brackets. The plate will be spaced off the rear of the enclosure 1/4".

**BRUSHED S/S SCUFF PLATES FOR SHOULDER BELT RETRACT**

QTY: 1

A brushed stainless steel scuff plate shall be provided on the "B" and "C" posts, in the area of the shoulder belt retractors.

**ENGINE ENCLOSURE MATERIAL**

QTY: 1

The forward portion of the engine enclosure shall be covered with a vinyl material formed overlay to match the balance of the cab interior. This vinyl overlay shall provide superior cab insulation against noise as well as improved heating and air conditioning performance. The vinyl layer shall then be overlaid with formed aluminum panels which shall be coated with Line-X to provide a rugged surface for this high wear area. Note: Cab interiors which feature the base aluminum structure painted with high impact resistant paint are not acceptable, the vinyl layer is required between the base structure and the impact panels to provide desired interior conditions. There will be no exceptions.

To allow maximum "elbow room" for the driver and officer, the forward portion of the engine enclosure shall feature a contour shape. The engine enclosure shall not significantly obstruct the driver's vision in any direction. The enclosure shall be an integral part of the cab structure, which shall be constructed from material providing adequate strength to support radio, map boxes, etc. The engine enclosure shall be insulated to protect from heat and sound. The noise insulation shall keep the DBA level within the limits stated in the current NFPA series 1901 pamphlet.

**ENGINE ENCLOSURE ACCESS**

QTY: 1

A composite, hinged access door shall be provided in the top rearward portion of the engine enclosure. The door shall allow access to the engine oil, transmission fluid, power steering fluid level dipsticks. The access door shall be provided with a flush mounted latch. The underside of the access door shall be insulated.

**HD SOUNDPROOFING/ INSULATION PACKAGE UNDER ENGINE**

QTY: 1

The underside of the engine enclosure shall be overlaid with Milcut, MilShield insulation. MilShield can withstand temperatures up to 1300°F. To ensure a clean, smooth surface, this material shall have a heavy aluminum foil covering and shall be retained by aluminum panels fastened to the cab structure as needed. Any gaps in this insulation barrier shall be sealed with 3M #425 aluminized high temperature tape.

**HD SOUNDPROOFING/ INSULATION PACKAGE UNDER FLOORS**

QTY: 1



The underside of the front and rear cab floors shall be overlaid with Milcut, MilShield insulation. MilShield can withstand temperatures up to 1300°F. To ensure a clean, smooth surface, this material shall have a heavy aluminum foil covering and shall be retained by aluminum panels fastened to the cab structure as needed. Any gaps in this insulation barrier shall be sealed with 3M #425 aluminized high temperature tape.

#### **HD SOUNDPROOFING/INSULATION BETWEEN UPHOLSTERY**

QTY: 1

To further reduce the noise and heat levels inside the cab, 1/4" foam upholstery material shall be installed on all interior surfaces of the engine enclosure, below the upholstery material.

#### **DIAMONDETTE SCUFF PLATES ON ENGINE ENCLOSURE - REA**

QTY: 1

An aluminum diamondette scuff plate shall be provided on the vertical surface of the rear engine enclosure. The scuff plate will "roll over" the top edge of the horizontal portion of the engine enclosure to protect the corner. The scuff plate will have a 2" return on the top horizontal surface.

#### **ENGINE ENCLOSURE MOUNTING PANEL**

QTY: 1

A 3/16" thickness brushed aluminum panel with 1" radius corners shall be provided and installed in the center - forward area of the engine enclosure.

The panel shall be as large as practical and shall include four (4) 1" high spacers raising the panel above the enclosure outline.

#### **BRUSHED S/S SCUFF PLATES DS**

QTY: 1

A brushed stainless steel scuff plate shall be provided on the vertical surface of the driver side engine enclosure.

The scuff plates shall extend a minimum of 6" above the floor.

#### **BRUSHED S/S SCUFF PLATES OS**

QTY: 1

A brushed stainless steel scuff plate shall be provided on the vertical surface of the officer side engine enclosure.

The scuff plates shall extend a minimum of 6" above the floor.

#### **STORAGE COMPARTMENTS BETWEEN REAR SEATS**

QTY: 1

Two (2) storage modules located between the three forward facing crew seats will be provided. There will be one (1) fixed shelf sixteen (16) inches from the floor with a one (1) inch upward return (lip) at the front. The lower section will also have a one (1) inch upward return (lip) to prevent items from sliding out while driving.

The module will be fabricated from 1/8" smooth aluminum and painted to match the cab interior color. Approximate dimensions: 25.75"H x 8"W x 20"D. This design will match what was provided in the previous Corona, CA apparatus,

#### **TREADPLATE SCUFF PLATES REAR**

QTY: 1

An aluminum diamondette scuff plate shall be provided on the vertical surface of the rear engine enclosure.

The scuff plates shall extend a minimum of 6" above the floor.



**STORAGE COMPARTMENT - OFFICER SIDE DASH**

QTY: 1

A storage compartment will be provided in front of the officer below the upper flat dash. The compartment will be formed using aluminum and have a horizontally hinged drop down door. The door will be held closed by a paddle latch. Approximate size of this compartment is maximum width x 4" high x 6" deep.

**SUN VISORS**

QTY: 1

To provide maximum protection for the driver and officer, two (2) padded vinyl sun visors shall be mounted in the cab overhead on each side.

**DRIVER SIDE RAISED ROOF CABINET**

QTY: 1

A storage cabinet shall be mounted, on the rear side of the raised roof in the cab, near the ceiling. The cabinet shall be provided from the driver side wall inboard to the HVAC plenum and shall be as high as the raised roof and as deep as possible to optimize space. The cabinet shall have a horizontally hinged aluminum door with a gas shock stay arm to retain equipment when the apparatus is in motion. The cabinet construction shall be of 1/8" (.125") thickness smooth aluminum and finish painted to match the interior cab paint.

**OFFICER SIDE RAISED ROOF CABINET**

QTY: 1

A storage cabinet shall be mounted, on the rear side of the raised roof in the cab, near the ceiling. The cabinet shall be provided from the officer side wall inboard to the HVAC plenum and shall be as high as the raised roof and as deep as possible to optimize space. The cabinet shall have a horizontally hinged aluminum door with a gas shock stay arm to retain equipment when the apparatus is in motion. The cabinet construction shall be of 1/8" (.125") thickness smooth aluminum and finish painted to match the interior cab paint.

**OVERHEAD PANEL**

QTY: 1

An overhead console with a removable pewter panel shall be provided on the cab roof between the driver and officer to permit installation of cab stereo, intercom systems, arrow stick controls, etc.

The overhead console shall not obstruct the driver's vision through the officer's side window.

**SEAT AND SEAT BELT ANCHOR TESTING**

QTY: 1

Each seat belt anchor shall be tested to withstand 3,000lbs of pull on both the lap and shoulder belt in accordance with FMVSS 210 section 4.2.

Each seat mounting position shall be tested to withstand 20G's of force in accordance with FMVSS 207 section 4.2(c).

Both tests shall be performed and verified at a third party testing and evaluation center.

**STORAGE COMPARTMENTS UNDER FRONT SEATS**

QTY: 1

There shall be a compartment provided under each front seat.

Each compartment shall be accessible from the front of the seat riser when the door is opened.

**DRIVERS SEAT, VALOR AIR SUSPENSION, ABTS**

QTY: 1

The driver's seat shall be a Valor, air suspension, race back bucket ABTS LH seat.



The seat shall have a contoured and padded seat cushion with adjustable lumbar support.

The seat shall have a horizontal, slide adjustment and a vertical height adjustment with an adjustable back recline.

The seat air suspension shall be pneumatically controlled from a switch on the forward, lower edge of the seat.

The seat shall be equipped with a red, integrated, 3-point shoulder harness with a lap belt, and a dual retractor belt configuration.

It should have ready reach built into the seat assembly.

**OFFICERS SEAT, VALOR - AIR SUSPENSION, ABTS**

QTY: 1

The officer's seat shall be a Valor air suspension, ABTS RH, bucket seat.

The seat shall have a contoured and padded seat cushion with adjustable lumbar support.

The seat shall have a horizontal slide adjustment and a vertical height adjustment with adjustable back recline.

The seat air suspension shall be pneumatically controlled from a switch on the forward, lower edge of the seat.

The seat shall be equipped with a red, integrated, 3-point shoulder harness with lap belt, and a dual retractor belt configuration with ready reach built into the seat assembly.

**(2) - VALOR BUCKET ABTS FORWARD FACING, CENTER**

QTY: 1

Two (2) center inboard forward facing crew seats shall be provided. Each seat shall be a Valor ABTS bucket seat. The seats shall have a contoured and padded seat cushion.

The seats shall be equipped with a red integrated 3-point shoulder harness with lap belt, and a dual retractor belt configuration with ready reach built into the seat assembly.

**FLIP UP SEAT, FORWARD FACING, (2) CENTER**

QTY: 1

The two (2) center inboard forward facing crew seats shall have a flip-up style seat.

**FORWARD FACING SEAT RISERS**

QTY: 1

The three (3) forward facing seats, {will/shall} each be mounted on a aluminum riser that {will/shall} be mounted on the driver, center and officer positions of the cab. The risers {will/shall} match the interior of the cab and {will/shall} be open on all sides.

**SEAT ADJUSTMENT NOTICE**

QTY: 1

If equipped, adjustable seats may be limited by outside factors such as optional installed equipment (ie. ems compartments, battery chargers, SCBA cylinder brackets) and seat placement.

**SEAT RECLINE**

QTY: 1



There shall levers/handles installed to allow the recline feature of the rear crew seats so they can be adjusted. Confirm that stops are installed to keep the seatbelt retractors from making contact with the rear cab face windows

**VALOR SEATING MATERIAL - BLACK CORDURA**

QTY: 1

The seats shall be upholstered with Black Cordura material with black stitching as provided by Valor.

**VEHICLE DATA RECORDER**

QTY: 1

A Class 1 Vehicle Data Recorder (VDR) system shall be provided.

The system shall include an NFPA compliant, "Black Box" with reporting software that shall be capable of data storage to coincide with the NFPA requirements.

Data storage capabilities shall include interfaces with the following systems:

- Display module (Master Optical Warning Device)
- VDR, date time stamp
- Max Vehicle speed (MPH)
- Vehicle acceleration / deceleration (MPH/Sec.)
- Engine Speed (RPM)
- ABS event
- Data password protected
- Data sampled once per second, in 48-hour loop
- Data sampled min by min for 100 engine hours
- Throttle position (% of Throttle)
- Data software
- PC / Mac Compatible
- Data summary reports

The VDR data shall be downloadable by USB cable to a computer using either Microsoft or Apple operating systems.

**SEAT BELT WARNING SYSTEM**

QTY: 1

The apparatus shall be equipped with a Class 1, seat belt warning system.

The system shall consist of a seat belt module and shall display the seating positions through the main, UltraView screen.

**SEATBELT DELAY**

QTY: 1

The seat belt warning system will have a 5-second delay programmed into the system.

**FOUR (4) SEATING POSITIONS**

QTY: 1

Seat belt and seat cushion sensors shall be provided on the four (4) specified seating positions.

**SEAT BELT EXTENDERS**

QTY: 1

Seat belt extenders shall be provided for all seating positions.

**DELETE - 4FRONT - FRONTAL AIR BAG SYSTEM**



QTY: 1

**GEAR HOOKS CAB INTERIOR**

QTY: 1

Six (6) gear hooks will be provided and mounted in the cab above the fixed cab windows, three (3) each side. The outer gear hooks will be mounted above the outer edge of the window, the middle hook will be centered between the outer hooks. The hooks will be mounted to an aluminum panel to accommodate both mounting holes in the hook to keep the hooks from twisting. The panel will be finish painted to match the interior of the cab. The panel with the three (3) hooks will be mounted to the cab interior above the fixed window. The upholstered panel will be mounted on top of the panel with the hooks attached to provide a finished look.

\*\* Reference photo available - utilize BOTH mounting holes in hooks to prevent the hooks from swinging back and forth. \*\*

**AIR PACK STORAGE DRIVER SIDE**

QTY: 1

In lieu of the rear facing driver side seat there will be a storage area for gear and one (1) complete SCBA. One (1) SmartDock Gen II bracket will be provided and mounted. The seat base riser will be covered in tread-plate.

A two-sided vertical divider will be provided between the bracket and the engine enclosure that continues behind the driver's seat. The outboard wall (below the fixed side window) will have a Pac-Trac panel installed for the mounting of equipment by the fire department after delivery. The Pac-Trac panel will extend from the door opening to the rear of the front seat and from the top of the seat riser to the bottom edge of the fixed window.

The dimensions for the SCBA mounting will be 13.50" on the short leg, 23.75" on the long leg and 26.13" across the front. The overall height will be 23" on the short leg and across the front. The panel height will reduce to 14" in the outer corner and the long leg. The inside panel rear edge will be mounted flush with the rear edge of the engine enclosure. The material will be 1/4" aluminum with a lip along the top edge to provide additional rigidity. The angle for the SCBA bracket will be attached to the floor and the side wall of storage enclosure as high as possible.

The SCBA storage area to the rear of the driver and officers seating area will be adjusted to match the 100" wide cab. Reference GSO 11146 for the previously utilized design.

**AIR PACK STORAGE OFFICER SIDE**

QTY: 1

In lieu of the rear facing driver side seat there will be a storage area for gear and one (1) complete SCBA. One (1) SmartDock Gen II bracket will be provided and mounted. The seat base riser will be covered in tread-plate.

A two-sided vertical divider will be provided between the bracket and the engine enclosure that continues behind the driver's seat. The outboard wall (below the fixed side window) will have a Pac-Trac panel installed for the mounting of equipment by the fire department after delivery. The Pac-Trac panel will extend from the door opening to the rear of the front seat and from the top of the seat riser to the bottom edge of the fixed window.

The dimensions for the SCBA mounting will be 13.50" on the short leg, 23.75" on the long leg and 26.13" across the front. The overall height will be 23" on the short leg and across the front. The panel height will reduce to 14" in the outer corner and the long leg. The inside panel rear edge will be mounted flush with the rear edge of the engine enclosure. The material will be 1/4" aluminum with a lip along the top edge to provide additional rigidity. The angle for the SCBA bracket will be attached to the floor and the side wall of storage enclosure as high as possible.



The SCBA storage area to the rear of the driver and officers seating area will be adjusted to match the 100" wide cab. Reference GSO 11146 for the design of this area.

**CAB EMS COMPARTMENT**

QTY: 1

A full height, EMS compartment shall be mounted against the rear wall of the cab crew area. The compartment shall be approximately 20" deep x full height (depending on roof height) x 30" wide.

The compartment shall be constructed of smooth aluminum and shall be equipped with an Amdor roll-up door. The compartment shall be painted with textured paint, matching the interior color of the cab.

Amdor LED lighting shall be provided and built into both sides of the roll-up door tracks.

Two (2) adjustable shelves shall be provided. Shelving shall be constructed of 3/16" brush finish aluminum with a 2" upward bend at front and rear, and side supports. Shelving shall be vertically adjustable with spring nuts in aluminum strut channel.

**LIGHTING**

QTY: 1

The EMS compartment shall be equipped with A Amdor, LED interior light(s).

The lighting shall be wired to automatically activate when the compartment door is open and the master battery switch is in the "on" position.

**LIGHTING**

QTY: 1

The EMS compartment shall be equipped with the noted quantity Amdor LED interior light(s). The lighting shall be wired to automatically activate when the compartment door is open and the master battery switch is in the "on" position.

**LIGHTING**

QTY: 1

The EMS compartment shall be equipped with the noted quantity Amdor LED interior light(s). The lighting shall be wired to automatically activate when the compartment door is open and the master battery switch is in the "on" position.

**CAB DOOR BOOK STORAGE**

QTY: 1

Two (2) storage modules will be provided, one on the interior of each forward cab door. They will be fabricated from 1/8" smooth aluminum and texture painted, dark gray. These will match the previous Corons, CA units.

**LAPTOP COMPUTER SLIDE OUT TRAY - OFFICER SIDE DASH**

QTY: 1

A custom slide out computer tray will be provided. The tray will mount flat on top of the officer side dash. The laptop area will be 14" wide with 2" side lips. The front and back will be open. A gas shock will be provided on the underside to hold the tray in the open and closed position.

**DRINK HOLDER - CREW AREA**

QTY: 1

A single drink holder(s) shall be installed on the rear of the engine enclosure, convenient to the crew.

**DRINK HOLDERS - CREW AREA**

QTY: 1



Two (2) single drink holders shall be installed on the top, rear of the crew seat storage modules, one each side. The cutout for the drink will match the cut-out for the drink holder in the engine enclosure map box. The cup holders will be painted to match the cab interior.

#### **OFFICER FOLD DOWN FOOT REST**

QTY: 1

A fold down foot rest shall be provided on the firewall electrical access panel, in front of the officer's seating position.

The foot rest shall be designed with a 14" wide x 3" deep foot rest plate.

#### **COMPUTER TERMINAL IN FRONT OF OFFICER**

QTY: 1

There shall be a flat working surface area in front of the officer.

#### **CAB DOGHOUSE STORAGE MODULE**

QTY: 1

A storage module shall be installed on the center doghouse area between the driver and officer.

The module shall be constructed of 1/8" aluminum and shall be painted to match the cab interior.

The module shall include two (2) cup holders, a flat open storage area for notebooks, six (6) divided storage area's for 3-ring binders, and two (2) slide in storage area's one (1) accessible from each side of the cab.

#### **HEATER/DEFROSTER & ACCESSORIES**

QTY: 1

A climate-control system shall be provided for total cab environmental comfort as well as provide heat, cooling and defrost capabilities to various areas in the cab.

The system shall consist of a single evaporator unit, mounted in the center overhead of the cab.

The ceiling mounted external evaporator/heater unit shall include the following:

- Heavy-duty, high output blower.
- High efficiency coil that includes "rifled" tubing and oversized header tubes for maximum refrigerant distribution.
- Four (4) 2" diameter, adjustable louvers; two (2) each side of the cab overhead, facing the driver and officer seat positions.
- Six (6) larger louvers evenly spaced, forward of the overhead assembly, facing the windshield.
- Multi-vent defroster louvers positioned above the windshield will provide adequate airflow for windshield defrost.
- Four (4) lower vents shall be provided, one (1) below the driver and officer seat positions and one (1) under each outboard rear facing crew seat.
- Twelve (12) vents shall be provided on the HVAC unit for crew comfort.
- Damper controls shall be pneumatically operated to provide air discharge to the windshield, front overhead air discharge louvers as required.
- An adjustable electric water valve to control the amount of heat.
- Housing shall be fully insulated and enclosed.
- BTU: 69,000 A/C
- BTU: 72,100 Heat



- CFM: 680 Heat as mounted in the cab
- CFM: 680 A/C as mounted in the cab

The ceiling mounted evaporator unit/s shall be designed with an ergonomically designed cover to provide maximum headroom and a pleasing appearance with a crinkle coat texture and include a deep well condensate collection pan, which shall be drained by a gravity system into the rear corners of the engine compartment utilizing stainless steel drain poles.

Evaporator units shall be mounted on the cab roof, enclosed by aluminum panels painted white. The evaporator louvers and controls shall penetrate the cab roof into occupant compartments to the least extent practicable. Evaporator units shall be mounted on the cab ceiling, enclosed by a black painted aluminum cover.

A serviceable foam intake filter shall be installed on the rear of the evaporator.

All defrost/heating systems will be plumbed with one (1) seasonal shut-off valve mounted in the officer side wheel well area.

A 12-volt roof top dual condenser shall be mounted on the cab roof. The condenser shall be designed with high performance, long life fan assemblies with sealed housings and shaft. The condenser and coil design shall include rifled tubing for maximum efficiency. Each coil shall be painted black. The condenser unit must include a receiver drier with a high and low pressure switch. The wire harness shall include necessary wiring for the clutch circuit as well as a separate power relay circuit.

Mounting design shall enable easy servicing of all components and unit replacement if necessary.

The system shall utilize one (1) Valeo TM-31 HD engine mounted compressor driven by a Poly "V" serpentine belt installed in accordance with the manufacturer's requirements. The system shall use R134a refrigerant. The air conditioner lines shall be EATON GH001 EverCool SAE J2064 Type E hose secured using EATON E-Z Clip system components.

Air conditioning hoses shall be #10 hose for discharge and #12 hose for suction with steel hose and end fittings provided at the compressor. The heater hose installation shall not incorporate a copper tube manifold.

The air conditioning system shall be configured to only operate when the vehicle's engine is running. The blowers, in both evaporators, shall be in operation whenever the air conditioning system is activated.

Heater-defroster shall have a three-speed electric fan with illuminated controls. The controls system shall actuate the air-distribution system with air cylinders, which are to be separated from the air brake system by an 85-90 psi pressure protection valve.

The 12-volt system for the air conditioners shall have first priority to be load managed.

The heater/defroster unit shall clear the windshield in half-the-time required by SAE standards.

#### **PAINT ROOF MOUNTED CONDENSOR**

QTY: 1

The roof mounted, air conditioning, condenser housing(s) shall be painted to match the cab roof color.

#### **HVAC CONTROLS**

QTY: 1

HVAC controls shall be provided on the driver's overhead wing panel, consisting of a mode selector control, front fan speed, rear fan speed, air conditioning on/off and temperature range selection.

The controls shall be clearly labeled, adequately backlit.



The multiplex system control screen shall also contain all controls for the cab HVAC control system.

**CAB TILT SYSTEM**

QTY: 1

A hydraulic cab lift system shall be provided, consisting of an electric-powered hydraulic pump, fluid reservoir, dual lift cylinders, remote cab lift controls and all necessary hoses and valves.

The cab tilt mechanism shall be custom designed for ease of maintenance and consist of two (2) hydraulic cylinders connect to the cab and the frame assembly.

Hydraulic lines shall be rated at 20,000 PSI burst pressure.

The hydraulic cylinders shall be equipped with a velocity fuse that protects the cab from accidentally descending when the cab is in the tilt position.

Hydraulic cylinders shall be detachable to allow removal of the engine for major service.

A remote cable operated mechanical cylinder stay bar and release shall be provided to insure a positive lock in the tilted position.

The two (2) rear cab latches shall be of the hydraulic pressure release, automatic re-latching type and provide an automatic positive lock when the cab is lowered.

The tilt pump shall be electric over hydraulic type, with a pressure rating of not less than 4,000 PSI. Additionally, the cab tilt device shall be both electrically and hydraulically interlocked to prevent inadvertent activation of the cab tilt system.

- A "CAB NOT LATCHED" indicator shall be provided in the cab dash-warning cluster.
- A dual switch control system shall be provided for the cab tilt, located on the passenger side of the vehicle or on the optional tether control. System shall consist of two (2) position toggle switch along with a rubber covered push button momentary switch, which must be activated for the cab to raise or lower.

**CAB TILT HYDRAULIC FLUID DATA LABEL**

QTY: 1

A fluid data label will be provided and located in the area of the cab tilt hydraulic fluid reservoir. The label will indicate the total amount of fluid held in the reservoir.

**MANUAL CAB TILT**

QTY: 1

An auxiliary, manual cab, lift backup system shall be furnished inside the passenger side of the pump enclosure or front compartment for use in the event of total electrical shutdown.

The removable handle shall be provided as loose equipment.

**CAB TILT AUDIBLE ALARM**

QTY: 1

An audible alarm shall be provided to alert the operator when the cab is being raised or lowered.

**SECONDARY SAFETY LOCK**

QTY: 1



A secondary, swing down, safety bar shall be applied to the driver side cab tilt cylinder with a manual lock to engage the lock, as required for extended service operations.

#### **CAB LIFTING EYELETS**

QTY: 1

The cab shall be capable of tilting to a 90-degree angle, with the assistance of an overhead hoist, to facilitate unobstructed removal of the engine and/or radiator.

The manufacturer shall provide attachment points to safely facilitate, tilting the cab to a 90-degree angle.

The rear cab, lifting eyelets shall be located at the upper portion of the rear cab sheet metal and attached to the upper cab, cross brace.

#### **PARKING BRAKE/CAB TILT INTERLOCK**

QTY: 1

The cab tilt control shall be equipped with an interlock.

This shall disable the cab tilt system in the event the parking brake is not applied.

#### **FRAME ASSEMBLY**

QTY: 1

The chassis frame shall be assembled in its entirety at the manufacturer's facility. This will prevent any split responsibility in warranty or service.

The frame shall consist of two (2) channels, fastened together by cross members. All structural fasteners used in the frame shall be Grade 8 hardware. Hardened, steel washers shall be used under all bolt heads and nuts to avoid stress concentrations. Top flange shall be free of bolt heads. All spring hangers shall be machined, steel castings. Frame assemblies that are welded or assembled with Huck type fasteners are not acceptable.

Each main frame rail shall be 10-1/4" x 4" x 3/8", fabricated from Domex 110,000 PSI minimum yield steel, with a minimum section modulus of 18.396 cu in., and a resisting bending moment (RBM) of 2,023,560 inch pounds. Frames are built for the specific apparatus under construction so that no unnecessary holes or modifications are made to the frame assembly.

A full length, inner frame liner shall be installed. Total section modulus of each rail, with liner, shall be 33.555 cu in and the total resisting bending moment (RBM) shall be a minimum of 3,691,050 in-lbs, per rail. A third, inner frame liner shall be provided between the front and rear axle spring hangers. Total section modulus of each rail, with both liners, shall be 42.180 cu in and the total resisting bending moment (RBM) shall be 4,639,800 in-lbs, per rail.

The chassis frame assembly, consisting of frame rails, cross members, axles, and steering gear(s), shall be finish painted before installation of any electrical wiring, fuel system components, or air system components. All components or brackets fastened to the frame rails shall be cleaned, primed, and painted prior to being attached to the frame rails.

#### **FRONT BUMPER**

QTY: 1

A 12" high, 101" wide, two (2) ribbed, bright finish, stainless steel, front bumper shall be provided.

The bumper shall be a wrapped design to match the contour of the front cab sheet.

#### **FRONT BUMPER EXTENSION**

QTY: 1

The bumper shall be extended 10" with a polished aluminum, tread plate, gravel shield enclosing the top and ends.



**WINCH RECEIVER POINT - FRONT OF CHASSIS**

QTY: 1

A 2" square receiver point shall be provided below the front bumper for a portable winch.

The receiver point shall be a 2 1/2" x 2 1/2" x 1/4" seamless steel tube welded and gusseted to 3" x 1 1/2" steel channel directly bolted to the chassis frame rails.

A 12v electrical connection with a quick disconnect compatible with the port-able winch shall be provided adjacent to the receiver point.

A plastic end cap shall be provided for the quick disconnect.

**TOW EYES**

QTY: 1

Two (2) front chrome plate steel tow eyes shall be fastened directly to the bumper support structure that extends above the bumper through the aluminum tread plate gravel shield.

The tow eyes shall be fastened with grade 8 bolts and nuts.

**FRONT AXLE**

QTY: 1

The Steertek NXT front axle beam shall be rated to carry 22,000 lbs. and consist of a fabricated box cross section construction with 100ksi plate and a continuous beam architecture to minimize stress points for added durability.

The axle shall incorporate a removable kingpin feature for ease of kingpin serviceability. The knuckles shall allow for compatibility with disc brakes mounted at the 12 o'clock position and with drum brakes, and allow for wheel cut up to 45 degrees. They shall also utilize premium kingpin bushings and seals to provide enhanced protection from the elements to improve bushing life. Oil seals with viewing window shall be provided.

The suspension shall consist of multi-leaf parabolic springs rated at 22,000 lbs with double wrapped front eye that are packaged within an integrated clamp group that allows for ease of OEM assembly on to the axle beam and reduced part count. The clamp group bolts are tightened on the top of the clamp group opposed to the traditional U-bolt on the bottom making it easier to access with a torque wrench for servicing. The spring shall also include a lower shock attachment with an upturned eye. The springs will contain threaded pin bushings to allow simplification of spring alignment as well as long service life and improved ride quality. The suspension and spring geometry will be optimized to provide improved bump steer and Ackermann. Two ZF Sachs twin-tube shocks shall be provided with the front suspension assembly. The shocks shall be specially developed for parabolic leaf springs with a digressive characteristic curve using a patented piston system. The shocks shall feature multi-stage piston and base valves. The combination of valves shall achieve the desired damping characteristics that are ideal for the application.

Meritor EX-225 H, 17" disc brakes shall be provided for the front axle.

The front brakes shall be full air actuated with automatic, slack adjustment.

**STEERING SYSTEM**

QTY: 1

A dual power steering system shall be provided utilizing a Sheppard model #M110 main steering gear on the driver side of the chassis and a Sheppard model #M90 steering gear on the officer side of the chassis.



The power steering gear on the officer side of the chassis shall increase performance in turning the officer side wheel assembly, reducing loads and forces on the main gear and components.

The steering system shall be designed to maximize the turning capabilities of the front axle no matter the rating and tire size.

The use of a power assist cylinder on the officer side of the chassis is NOT ACCEPTABLE on front axles of this capacity.

The system shall be designed utilizing an engine driven hydraulic pump, with a maximum operating pressure of 2000 PSI.

Steering system components shall be mounted in accordance with the steering gear manufacturer's instructions.

### **STEERING COLUMN**

QTY: 1

The steering column shall be a "Douglas Autotech" tilt and telescope column.

A lever mounted on the side of the column shall control the tilt and telescope features.

The steering shaft from the column to the miter box shall have a rubber boot to cover the shaft slip and a second rubber boot to seal the passage hole in the floor.

There shall be a ergonomically designed, self-canceling lever, that shall control the following functions:

- Left and right turn signals
- High beam activation
- Two speed with intermittent windshield wiper control
- Windshield washer control

### **18" STEERING WHEEL**

QTY: 1

The steering wheel shall be a four (4) spoke, vinyl padded, minimum 18" diameter, with a center hub mounted horn button.

### **REAR AXLE**

QTY: 1

Rear axle assembly shall be a tandem, Meritor RT-46-160 single reduction with a capacity of 48,000 lbs.

Axles shall have a gear reduction as required.

A driver controlled, Inter-Axle Differential Lock (IAD), shall allow drive shaft torque to be split equally between both rear axles.

The IAD can be used at all speeds and for long periods depending on weather conditions such as rain or snow.

This feature shall be disengaged during normal driving.

An electric over air-operated switch and an indicator light shall be provided in the cab dash.

Oil seals shall be provided as standard equipment.



**REAR BRAKES**

QTY: 1

Brakes shall be "S" Cam, 16-1/2" x 8 5/8" size and shall be full air actuated with automatic, slack adjusters.

**VEHICLE TOP SPEED NFPA STATEMENT**

QTY: 1

The rear axle/s (will/shall) be geared for a vehicle top speed in accordance with NFPA sections 4.15.2 and 4.15.3.

Units with GVWR over 26,000 pounds (will/shall) be limited to 68 mph. If the combined tank capacity is over 1250 gallons of foam and water or the GVWR is over 50,000 pounds, the vehicle top speed (will/shall) be limited to 60 mph or the fire service rating of the tires, whichever is lower.

**REAR SUSPENSION**

QTY: 1

A Hendrickson, "FIREMAAX" model #FMX-482, air ride suspension shall be provided for the tandem rear axle.

The suspension shall have a weight rating equal to the rear axle weight rating up to 48,000 pounds.

**48,000 TANDEM REAR AXLE - 22.5 X 8.25**

QTY: 1

**FRONT WHEELS**

QTY: 1

The front wheels shall be 22.5" x 12.25" ten stud, hub piloted, polished aluminum disc type.

**FRONT TIRES**

QTY: 1

The front tires shall be Michelin 425/65R22.5, "20 Ply", tubeless, radial XFE, wide base highway tread. The tires shall be fire service rated up to 24,396 lbs and shall have a top speed of 65 mph when inflated to 120 psi.

**REAR WHEELS**

QTY: 1

The tandem, rear axle wheels shall be 22.5" x 8.25" ten stud, hub piloted, polished aluminum, disc type.

**REAR TIRES**

QTY: 1

The rear tires shall be Michelin 11R22.5, "16 Ply", tubeless, radial, XZE2, highway tread.

The tires shall be fire service rated up to 51,400 lbs and shall have a top speed of 75 mph when inflated to 120 psi.

**TIRE PRESSURE MONITORING**

QTY: 1

A Pressure Pro PLS-100, tire pressure monitoring system shall be provided.

The system shall monitor low air pressure, high air pressure, and temperature on all ten (10) vehicle tires.

A Pressure Pro PLS-850K extended antenna with cable shall be provided to enhance monitoring accuracy of all tires.



**AIR BRAKE SYSTEM**

QTY: 1

A dual circuit, air operated braking system, meeting the design and performance requirements of FMVSS -121 and the operating test requirements of NFPA 1901 current edition shall be installed.

It shall be direct air type with dual air treadle in the cab. The system shall be powered by an engine mounted, gear driven air compressor protected by a heated air dryer.

The compressor discharge shall be plumbed with stainless steel braided hose lines with a Teflon lining.

All air lines shall be secured with non-conductive, corrosion resistant strapping mounted with standoff fasteners.

Cord reinforced rubber hose lines shall be installed from a bulkhead in the the frame rails to brake chambers.

The air system shall provide a rapid air build-up feature and low-pressure protection valve with light and buzzer, designed to meet the requirements of NFPA 1901, current edition.

**ABS SYSTEM**

QTY: 1

An Anti-Skid Braking System (ABS) shall be provided to improve braking control and reduce stopping distance. This braking system shall be fitted to all of the axles. All electrical connections shall be environmentally sealed, water, weatherproof, and vibration resistant.

The system shall constantly monitor wheel behavior during braking. Sensors on each wheel shall transmit wheel speed data to an electronic processor which shall sense approaching wheel lock causing instant brake pressure modulation up to 5 times per second in order to prevent wheel lockup. Each wheel shall be individually controlled.

To improve service trouble shooting, provisions in the system for an optional diagnostic tester shall be provided. The system shall test itself each time the vehicle is started. A dash-mounted light shall go out once the vehicle has attained 4 mph after successful ABS start-up. A warning light shall signal malfunction to the operator. The system shall consist of a wheel mounted toothed ring, sensor, sensor clip, electronic control unit and solenoid control valve. The sensor clip shall hold the sensor in close proximity to the toothed ring.

The system shall also control application of the auxiliary engine exhaust or drive line brakes to prevent wheel lock.

**ELECTRONIC STABILITY CONTROL**

QTY: 1

An Electronic Stability Control (4 or 6 Channel) shall be provided as part of the Standard ABS system. The Electronic Stability Control system is capable of recognizing and assisting in both rollover and vehicle-under and over-steer situations through advanced monitoring of vehicle parameters and automatic and selective application of the chassis brakes. The ESC system monitors the vehicle response to turning and braking and adjusts or modulates the brake pressure at the wheel end to slow the vehicle in roll control, stabilize the vehicle when under or over steering, and modulate brake pressure when excessive wheel slip, or wheel lockup is detected. By these actions, the ESC system helps to maintain the vehicle's lateral and roll stability at all times, and improves braking and steer ability during heavy brake applications and during braking on slippery surfaces.

To further improve vehicle drive characteristics the unit shall be fitted with automatic traction control (ATC). This system shall control drive wheel slip during acceleration from a resting point. An extra, solenoid valve shall be added to the ABS system.



The system shall control the engine and brakes to ensure efficient acceleration.

The system shall be equipped with a dash-mounted light that shall come on when ATC is controlling drive wheel slip.

The system shall also include an "off road traction" dash mounted switch that will allow the operator to momentarily allow for more wheel slip when the unit is in deep mud or snow.

#### **TELMA DRIVELINE RETARDER**

QTY: 1

A Telma electromagnetic, air cooled drive line retarder shall be furnished installed within the drive line of the apparatus.

The retarder shall be independently mounted to the chassis frame rails and positioned to provide proper drive line angles and ease in maintenance on the drive line.

The retarder shall be sized to the maximum G.V.W.R. of the vehicle.

The system shall have an on/off switch and an indicator light on the dash.

The retarder shall automatically disengage when the vehicle is not in motion.

Activation of the retarder shall illuminate the vehicle brakes lights.

The Telma retarder shall be equipped with an electronic interface to deactivate the retarder anytime the ABS system is activated.

#### **AIR RESERVOIRS**

QTY: 1

There shall be a minimum of four (4) air reservoirs and be installed in conformance with best automotive practices.

An additional 1127 cu. in. air reservoir shall be provided for an air manifold.

Reservoir capacity total shall be a minimum of 8300 cu. in.

A pressure protection valve shall be installed to prevent the use of air horns or other air operated devices should the air system pressure drop below 80 psi (552 kPa).

The air reservoirs shall be color coded to match the air lines for easy identification, maintenance, and troubleshooting.

The reservoirs shall be painted the following colors:

- Wet Tank Black
- Primary Tank Green
- Secondary Tank Blue
- Auxiliary Tank(s) Yellow
- Secondary Tandem Green 2400 cu. in.

#### **AUTOMATIC MOISTURE EJECTORS - ALL TANKS**

QTY: 1

There shall be Haldex automatic moisture ejectors on all air tanks.



**1/4 TURN DRAIN VALVES SIDE OF BODY**

QTY: 1

For ease of daily maintenance, each air system reservoir shall be equipped with a brass 1/4 turn drain valve.

The brass, quarter turn, air tank drains shall be remotely mounted to the side of the body on a labeled panel just forward of rear wheel for ease of maintenance.

**HEATED AIR DRYER**

QTY: 1

A Bendix AD-IS heated air dryer system shall be furnished. The function of the AD-IS dryer reservoir module (DRM) is to provide an integrated vehicle air dryer, secondary reservoir, purge reservoir, governor, and a number of the charging valve components in a module. The DRM dryer module includes an integrated solution air dryer (AD-IS), a reservoir including a separate purge reservoir section, a governor, and four pressure protection valves which have been designed as an integrated, air supply system.

The function of the AD-IS air dryer is to collect and remove air system contaminants in solid, liquid and vapor form before they enter the brake system. It provides clean, dry air to the components of the brake system which increases the life of the system and reduces maintenance costs. Daily, manual, draining of the reservoirs is eliminated. The function of the pressure protection valves is to both control the order in which the components receive air from the AD-IS air dryer, as well as to protect each reservoir from a pressure loss in the other reservoir or a pressure loss in an air accessory.

An automatic, moisture ejector on the primary or wet tank shall also be furnished.

**COLOR CODED BRAKE LINES**

QTY: 1

The entire chassis air system shall be plumbed utilizing reinforced, Synflex air lines, which shall be equipped with quick release type fittings.

All of the airlines shall be color coded to correspond with an air system schematic and shall be adequately protected from heat and chafing.

**WABCO AIR COMPRESSOR**

QTY: 1

Air compressor shall be a Wabco brand, with a minimum of 18.7 cubic feet per minute capacity on L9 X15 models and 25.9 cubic feet per minute on X12 models.

Air brake system shall be the quick build up type.

The air compressor discharge line shall be stainless steel braid reinforced Teflon hose.

The chassis air system shall meet NFPA 1901, latest edition for rapid air pressure build-up within sixty (60) seconds from a completely discharged air system.

This system shall provide sufficient air pressure so that the apparatus has no brake drag and is able to stop under the intended operating conditions following the sixty (60) seconds build-up time.

**BRAKE TREADLE VALVE**

QTY: 1

A Bendix dual brake treadle valve shall be mounted on the floor in front of the driver.

The brake control shall be positioned to provide unobstructed access and comfort for the driver.



**PARKING BRAKE CONTROL**

QTY: 1

Parking brake shall be of the spring-actuated type, mounted on the rear axle brake chambers. A red, indicator light shall be provided in the driver dash panel that shall illuminate when the parking brake is applied.

The parking brake will be equipped with all-wheel lock-up.

The parking brake control shall be mounted on the driver lower wing panel.

**ENGINE**

QTY: 1

Engine shall be a Cummins, Model X12 500, diesel, turbo-charged, per the following specifications.:

- Max. Horsepower 500 HP @ 1700 RPM
- Governed Speed 2000 RPM
- Peak Torque 1695 lb. ft. @ 1000 RPM
- Cylinders Six (6)
- Operating Cycles Four (4)
- Bore Stroke 5.2 x 5.67 in.
- Displacement 720 cu. in.
- Compression Ratio 16.8:1
- Governor Type Limiting Speed

Engine oil filters shall be engine manufacturers branded or approved equal.

Engine oil filters shall be accessible for ease of service and replacement.

**ENGINE IQA CERTIFICATION - X12**

QTY: 1

The Cummins X12 engine shall be certified by Cummins Power Systems for installation in the manufacturer's custom chassis.

**SECONDARY BRAKING**

QTY: 1

An engine compression brake shall be furnished for increased braking capabilities.

Controls shall be as provided by the engine manufacturer and shall be activated by releasing the throttle pedal to the idle position.

The engine compression brake shall have dash mounted control switches to turn the brake on or off as well as to control the operational level of the brake.

The engine brake shall be wired in such a manner so as to illuminate the chassis brake lights when the engine brake is engaged and operating.

The engine brake shall be interlocked with the PTO operation and shall automatically disengage any time the apparatus is operating with the PTO active.

**ENGINE AIR CLEANER**

QTY: 1

An engine air cleaner shall be provided. The air cleaner shall include a dry type element and shall be installed in accordance with the engine manufacturer's recommendations.



The air cleaner shall be located to the rear of the engine, with streamline air pipes and hump hose connections from the inlet to the air cleaner and from the air cleaner to the turbo.

The air cleaner shall be easily accessible when the cab is tilted.

The air cleaner shall be plumbed to the air intake system that shall include a self sealing connection between the cab and air cleaner assembly to allow the cab to be tilted.

To draw fresh clean air, the intake for the air cleaner shall be on the side of the cab on the driver's side.

The inlet shall be a minimum of 41" above the ground to allow the vehicle to navigate through water without any part of the air intake system being below the frame rail, preventing any type of water intake. There will be no exceptions.

#### **EMBER SEPARATOR**

QTY: 1

An ember separator shall be installed in the chassis air intake system.

The ember separator housing must be easily accessible when the cab is tilted.

#### **ACCELERATOR PEDAL - FLOOR MOUNT**

QTY: 1

A floor mount accelerator pedal shall be installed on the floor in front of the driver.

The pedal shall be positioned for comfort with ample space for fire boots and adequate clearance from the brake pedal control.

#### **REMOTE THROTTLE & INTERLOCK HARNESS**

QTY: 1

An apparatus interface wiring harness for the engine shall be supplied with the chassis. If applicable, separate circuits shall be included for pump controls, "Pump Engaged" and "OK to Pump" indicator lights, open compartment ground, start signal, park brake ground, ignition signal, master power, customer ignition, air horn solenoid switch, high idle switch and high idle indication light.

The engine ECM (Electronic Control Module) discreet wire remote throttle circuit shall be turned off for use with a J1939 based pump controller or when the discreet wire remote throttle controls are not required.

#### **COOLING SYSTEM**

QTY: 1

Radiator shall be brass with bolted steel top and bottom tanks. The cooling system shall be designed for a maximum of fifteen (15) PSI operation. There shall be a sight glass in the radiator to check the coolant level without removing the radiator cap. The core construction shall be tube and fin with three (3) tube rows, 273 total core tubes, and fourteen (14) fins per inch. Extended life engine coolant shall provide anti-freeze protection to -30° F. The mixture shall be per the engine manufacture's specifications. Core area be a minimum of 1375 square inches (39 H x 35.25W).

#### **COOLING SYSTEM CRITERIA**

QTY: 1

The engine cooling system shall be certified by the engine manufacturer to meet cooling index requirements for a minimum ambient temperature or 110-degrees Fahrenheit.

#### **TRANSMISSION COOLER**

QTY: 1

A shell and tube transmission oil cooler shall be provided using engine coolant to control the transmission oil temperature.



The cooler shall have an aluminum shell and copper tubes.

The cooler shall be assembled using pressed in rubber tube sheets to mechanically create a reliable seal between the coolant and the oil.

No brazed, soldered, or welded connections shall be used to separate the coolant from the oil.

#### **RADIATOR CROSS MEMBER**

QTY: 1

The radiator installation shall include a radiator cross member for additional strength and durability.

This cross member shall be designed so the angle of approach is not affected.

#### **HEAVY DUTY RADIATOR SKID PLATE**

QTY: 1

The radiator installation shall include a heavy-duty radiator skid plate to protect the radiator from debris or obstructions under the chassis.

The skid plate shall be designed so the angle of approach is not effected.

This skid plate design shall include wire cover wing plates for additional protection to wires and hoses on each side of the radiator assembly.

The skid plate shall be painted to match the chassis.

#### **CHARGED AIR COOLER (FRONT MOUNT)**

QTY: 1

The charge air cooler shall be constructed of aluminum with cast aluminum side tanks.

The cooler shall have a frontal core size of 957 square inches, seven (7) fins per inch, and forty eight (48) core tubes.

The charge air cooler shall be mounted directly ahead of the radiator and to the radiator headers.

Rubber isolators shall be used at the mounting points to reduce transmission of vibrations.

The connections between the engine and charged air cooler, shall be made using high temperature silicone hoses rated for use in temperature up to 500°F, and heavy duty constant tension T-Bolt spring hose clamps.

#### **ENGINE FAN**

QTY: 1

The engine cooling system shall incorporate a heavy-duty fan, installed on the engine and include a shroud.

The fan shall be equipped with an air-operated clutch fan, which shall activate at a pre-determined temperature range.

Recirculation shields shall be installed to ensure that air which has passed through the radiator is not drawn through it again.

#### **COOLANT RECOVERY**

QTY: 1

A coolant recovery system shall be provided and located near the battery box.



**HEATER AND COOLANT HOSES/PIPING**

QTY: 1

All coolant piping shall be constructed of appropriate sized, powder coated, steel tubing with 0.06 wall thickness and formed hose barbs. All connections between coolant pipes and chassis components shall be made using appropriately sized silicone hoses or elbows, rated for use in temperatures ranging from - 60F to +350F. The connections will use appropriately sized, constant torque, hose clamps.

These connections shall be minimal in number to reduce the number potential leak points and shall adequately allow for movement of the engine relative to chassis mounted components. All integral hoses supplied with the engine shall be as supplied by the engine manufacturer.

Continental Blue Xtreme blue heater hoses shall be furnished for the heater system. The Blue Xtreme hose shall have a core of black (EPDM) with 2-Spiral Aramid reinforcement and Blue EPDM cover. All heater hoses shall be equipped with constant torque type hose clamps. All integral hoses supplied with the engine shall be as supplied by the engine manufacturer.

**Two (2) mechanical shut off valves shall be installed in the area of the right front of the engine to shut down the flow of coolant to the cab heating system.**

**The hoses running from the engine to the roof will have unions installed near the underside of the cab for future maintenance.**

**HEATER AND COOLANT SHUT OFF VALVE**

QTY: 1

A mechanical shut off valve shall be installed on the engine to shut down the flow of coolant to the cab heating system.

**LOW COOLANT INDICATOR**

QTY: 1

A low engine coolant indicator light located in the dash instrument panel shall be provided. An audible alarm shall be provided to warn of the low coolant condition.

**TRANSMISSION**

QTY: 1

An Allison World Transmission, Model 4000 EVS electronically controlled, automatic transmission shall be provided.

Transmission specifications shall be as follows:

- Max. Gross Input Power 600 HP
- Max. Gross Input Torque 1850 lb. ft.
- Input Speed (Range) 1700- 2300 RPM
- Direct Gear (Pumping) 4th (Lock-up)

Transmission installation shall be in accordance with the transmission manufacturer's specification.

The transmission shall be readily and easily removable for repairs or replacement.

One (1) PTO opening shall be provided on both the left and right side of the converter housing (positions one (1) o'clock and eight (8) o'clock).

**SIX (6) SPEED AUTOMATIC TRANSMISSION - 4000 SERIES**



QTY: 1

The transmission shall be calibrated for six (6) forward gears and one (1) reverse gear.

Each gear shall have the following ratios:

- First 3.51:1
- Second 1.91:1
- Third 1.43:1
- Fourth 1.00:1
- Fifth 0.74:1
- Sixth 0.64:1
- Reverse -4.80:1

#### **ALLISON TRANSMISSIONS TOUCH PAD SHIFTER**

QTY: 1

An illuminated, touch-pad type, shift control shall be mounted in the cab on the driver's lower wing panel.

Shift control shall be approved by the transmission manufacturer.

#### **MODE BUTTON PROGRAMING**

QTY: 1

The transmission, upon startup, shall select four (4) speed operation. By pressing the "mode" switch on the shift pad (mode on) provides access to the remaining forward gears in the transmission.

#### **TRANSMISSION OIL LEVEL SENSOR**

QTY: 1

The transmission shall be equipped with the oil level sensor (OLS); this sensor shall allow the operator to obtain an indication of the fluid level from the shift selector.

The sensor display shall provide the following checks, correct fluid level, low fluid level and high fluid level.

#### **ALLISON PARK TO NEUTRAL**

QTY: 1

The transmission, upon application of the parking brake, shall automatically shift into neutral.

#### **ALLISON PRESELECT PROGRAMMING**

QTY: 1

The transmission shall have Allison Pre select enabled to automatically downshift when the secondary engine brake is active.

#### **PRESELECT PROGRAMMED FOR 3RD GEAR**

QTY: 1

The transmission shall be programmed to automatically downshift to 3rd gear.

This feature shall be enabled/disabled with the main on/off switch for the engine brake.

#### **TES 295 SYNTHETIC TRANS FLUID 4000 EVS**

QTY: 1

TES 295 transmission fluid shall be utilized to fill the 4000 EVS transmission.

#### **DRIVE LINES**

QTY: 1



Drive lines shall be Dana (Spicer) 1810 heavy duty series or equal, with "glide coat" splines on all slip shafts.

The manufacturer shall utilize an electronic type balancing machine to statically and dynamically balance all drive shafts.

The manufacturer shall provide proof of compliance with all drive shaft manufacturer's standards and specifications. {No Exceptions}

Where applicable, the universal joints shall be the half loop style joints.

#### **DIESEL EXHAUST FLUID LEVEL GAUGE**

QTY: 1

Diesel Exhaust Fluid level (E-1/2-F); low fuel level warning @ 1/8 tank

#### **DEF TANK**

QTY: 1

A ten (10) gallon diesel exhaust fluid (DEF) tank shall be provided and installed. The tank shall be mounted in the area of the battery box and shall be accessible through a door in the crew area step well.

The tank shall include an internal heater that will be fed by engine coolant directly from the engine block to ensure it is always kept at the proper temperature per EPA requirements. The tank shall include a temperature sensor to control the flow of the engine coolant from the heater valve to the DEF tank.

A DEF fluid level sensor shall be provided with the DEF tank and connected to the level gauge on the dashboard.

#### **EXHAUST SYSTEM**

QTY: 1

The exhaust system shall be installed in accordance with the engine manufacturer's requirements and meet all Environmental Protection Agency and State noise level requirements.

Exhaust system components shall be securely mounted and easily removable.

The diesel particulate filter/muffler shall be fabricated from stainless steel and of a size compatible with the engine exhaust discharge.

Exhaust tubing shall be a minimum of 16 gauge stainless steel from the turbocharger on the engine to the inlet of the diesel particulate filter. Any flexible exhaust tubing shall be HDT stainless steel type.

To minimize heat build-up, exhaust tubing within the engine compartment shall be wrapped with an insulating material. Exhaust shall be wrapped from the turbocharger to the entrance of the muffler. Material shall be held in place with worm gear type clamps.

An exhaust diffuser shall be provided to reduce the temperature of the exhaust as it exits the tailpipe.

If the electrical system is hardwired or V-Mux multiplex, separate "regeneration" enable and prohibit switches shall be provided under the dash board on the driver's side. Each switch shall be provided with a spring loaded protective cover and shall be clearly marked as to function. If the electrical system is Class-1 ES-key, the regeneration switches shall be incorporated into the ultra-view screen.

The vehicle shall be equipped with SCR technology that uses a urea based diesel exhaust fluid (DEF) and a catalytic converter to significantly reduce oxides of nitrogen (NOx) emissions.



The SCR system shall reduce levels of NOx (oxides of nitrogen emitted from engines) by injecting small quantities of diesel exhaust fluid (DEF) into the exhaust upstream of a catalyst, where it vaporizes and decomposes to form ammonia and carbon dioxide.

#### **TAILPIPE**

QTY: 1

The exhaust tailpipe extending from the SCR catalyst to the side of the vehicle shall be constructed from 16-gauge stainless steel tubing.

The exhaust discharge shall be on the officer side of the apparatus forward of the rear axle.

#### **PLYMOVENT EXHAUST EXTRACTION SYSTEM TAILPIPE ADAPT**

QTY: 1

The exhaust outlet shall be a straight pipe, forward of the rear axle. It shall be terminating minimum 6" forward of rear tire, minimum 2.5" below rub rail/body, and flush with outboard of rub rail/body to connect with a Plymovent, ventilation system.

**Clarification; The Plymo-vent exhaust system will be the boot style.**

#### **FUEL TANK**

QTY: 1

Fuel tank shall be a minimum of sixty-five (65) gallon capacity. It shall have a minimum, fuel filler neck of 2" ID and 1/4 turn fill cap. A 1/2" minimum diameter drain plug shall be provided. The tank shall be fabricated from hot rolled, pickled and oiled steel. Provisions for an additional feed line and fuel level float shall be provided for future use. The fuel tank shall be installed behind the rear wheels, between the frame rails. The fuel tank shall meet all FHWA 393.67 requirements including a fill capacity of 95% of tank volume. The fuel tank shall be able to withstand a longitudinal acceleration of -23.0g at 0.166 seconds in accordance to SAE J211 standards using a channel frequency class 600 filter. Testing shall be performed at and verified by a third party testing and evaluation center.

#### **STAINLESS STEEL FUEL TANK STRAPS**

QTY: 1

The straps supporting the diesel fuel tank shall be made of Type 304L stainless steel with grade 8, zinc coated steel hardware.

There will be no exceptions.

#### **FUEL TANK MOUNTING STRAP ISOLATION MATERIAL**

QTY: 1

The fuel tank mounting straps shall utilize dense rubber between the straps and the fuel tank to prevent chaffing.

#### **FUEL LINES**

QTY: 1

Fuel lines shall be an Aeroquip FC332 AQP Series fiber reinforced hose. The lines shall be sized to meet engine manufacture's requirements, and shall be carefully routed and secured along the inside of the frame rails.

#### **DUAL FUEL LINE SHUT-OFF VALVES**

QTY: 1

A fuel line shut-off valve shall be provided on both the inlet and outlet side of the primary fuel filter to allow for easy removal of the filter.

The valves shall be labeled "Fuel Shut-Off".



No reserve feature shall be included in the tank.

**FUEL TANK SERVICEABILITY PROVISIONS**

QTY: 1

An additional eight feet of fuel line shall be provided.

The line shall be coiled and secured above the fuel tank to improve serviceability of the tank.

**HEATED FUEL- WATER SEPARATOR**

QTY: 1

A Racor 400 series heated fuel filter/water separator shall be provided in the fuel system.

A "water in fuel" indicator shall be provided on the dash.

**FUEL PUMP ELECTRIC, REQ. ON 210" W-B OR**

QTY: 1

An electric fuel pump for re-priming shall be furnished in the main fuel line.

A labeled control switch shall be provided on the main dash panel.

**FUEL POCKET**

QTY: 1

A fuel fill shall be provided in the driver side rear wheel well area.

A Signature 4 composite fuel pocket with a brushed stainless steel door shall be provided.

A label indicating "Ultra Low Sulfur Diesel Fuel Only" shall be provided adjacent to the fuel fill.

**FUEL LABEL**

QTY: 1

A fuel fill label will be located on the inside of the fuel access door.

**PUMPER BODY ELECTRICAL**

QTY: 1

**CHASSIS ELECTRICAL SYSTEM**

QTY: 1

All electrical wiring in the chassis shall be GXL cross link insulated type. Wiring is to be color coded and include function codes every three (3) inches on both sides. Wiring harnesses shall be routed in protective, heat resistant loom, securely and neatly installed. Two (2) power distribution centers shall be provided in central locations for greater accessibility. The power distribution centers shall contain thermal automatic reset breakers, power control relays, flashers, diode modules, daytime driving light module, and engine and transmission data links. All breakers and relays shall have a capacity substantially greater than the expected load on the related circuit, thus ensuring long component life. Power distribution centers shall be composed of a system of interlocking plastic modules for ease in custom construction.

The power distribution centers are function oriented. The first is to control major truck function. The second shall control center to overhead switching and interior operations. Each module is single function coded and labeled to aid in troubleshooting. The centers will also have accessory breakers and relays for future installations. All harnesses and power distribution centers shall be electrically tested prior to installation to ensure the highest system reliability.



All external harness interfaces shall be of a triple seal type connection to ensure a proper connection. The cab/chassis and the chassis/body connection points shall be mounted in accessible locations. Complete chassis wiring schematics shall be supplied with the apparatus.

## **12 VOLT ELECTRICAL SYSTEM TESTING**

QTY: 1

The apparatus low voltage electrical system shall be tested and certified by the manufacturer. The certification shall be provided with the apparatus. All tests shall be performed with the air temperature between 0°F and 100°F.

The following three (3) tests shall be performed in order. Before each test, the batteries shall be fully charged.

The engine shall be started and kept running until the engine and engine compartment temperatures are stabilized at normal operating temperatures and the battery system is fully charged. The engine shall be shut off and the minimum continuous electrical load shall be activated for 10 minutes. All electrical loads shall be turned off prior to attempting to restart the engine. The battery system shall then be capable of restarting the engine. Failure to restart the engine shall be considered a test failure.

The minimum continuous electrical load shall be activated with the engine running at idle speed. The engine temperature shall be stabilized at normal operating temperature. The battery system shall be tested to detect the presence of battery discharge current. The detection of battery discharge current shall be considered a test failure.

The total continuous electrical load shall be activated with the engine running up to the engine manufacturers governed speed. The test duration shall be a minimum of 2 hours. Activation of the load management system shall be permitted during this test. However, an alarm sounded due to excessive battery discharge, as detected by the system, or a system voltage of fewer than 11.7 volts DC for a 12-volt system, for more than 120 seconds, shall be considered a test failure.

Following completion of the preceding tests, the engine shall be shut off. The total continuous electrical load shall be activated and shall continue to be applied until the excessive battery discharge alarm is activated.

The battery voltage shall be measured at the battery terminals. With the load still applied, a reading of fewer than 11.7 volts shall be considered a test failure. The battery system shall then be able to restart the engine.

At the time of delivery, documentation shall be provided with the following information:

- Documentation of the electrical system performance test
- A written load analysis of the following;
- Nameplate rating of the alternator
- Alternator rating at idle while meeting the minimum continuous electrical load
- Each component load comprising the minimum continuous electrical load.
- Additional loads that, when added to the minimum continuous load, determine the total connected load.
- Each individual intermittent load.

## **CHASSIS WIRING INSTALLATION**

QTY: 1

The wiring harness contained on the chassis shall be designed to utilize wires of stranded copper or copper alloy of a gauge rated to carry 125% of maximum current for which the circuit is protected without exceeding 10% voltage drop across the circuit. Wiring shall be uniquely identified by color code or circuit



function code, labeled at a minimum of every three (3) inches. The identification of the wiring shall be referenced on a wiring diagram. All wires conform to SAEJ1127 (Battery Cable), SAEJ1128 (Low Tension Primary Cable), SAEJ1560 (Low Tension Thin Wall Primary Cable).

The covering of harnesses shall be moisture resistant loom with a minimum rating of 289° Fahrenheit and a flammability rating of VW-1 as defined in UL62. The covering of jacketed cable shall have a minimum rating of 289° Fahrenheit.

All circuits shall conform to SAEJ2202. All circuits must be provided with low voltage over current protective devices.

All exposed electrical connections will be coated with "Z-Guard" to prevent corrosion.

#### **DIRECT BATTERY GROUNDING STRAP**

QTY: 1

Direct grounding straps shall be mounted to the following areas; frame to cab, frame to body and frame to pump enclosure.

All exposed electrical connections shall be coated with "Z-Guard 8000" to prevent corrosion.

#### **EMI/RFI PROTECTION**

QTY: 1

The apparatus shall incorporate the latest designs in the electrical system with state of the art components to insure that radiated and conducted electromagnetic interference (EMI) and radio frequency interference (RFI) emissions are suppressed at the source.

EMI/RFI susceptibility is controlled by utilizing components that are fully protected and wiring that utilizes shielding and loop back grounds where required. The apparatus shall be bonded through wire braided ground straps. Relays and solenoids that are suspect to generating spurious electromagnetic radiation are diode protected to prevent transient voltage spikes.

In order to fully prevent the radio frequency interference the purchaser may be requested to provide a listing of the type, power output, and frequencies of all radio and bio medical equipment that is proposed to be used on the apparatus.

#### **SEQUENCER**

QTY: 1

A sequencer shall be provided that automatically activates and deactivates vehicle loads in a preset sequence thereby protecting the alternator from power surges. This sequencer operation shall 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.

Emergency light sequencing shall operate in conjunction with the emergency master light switch. When the emergency master switch is activated, the emergency lights shall be activated one by one at half second intervals. Sequenced emergency light switch indicators shall flash while waiting for activation.

When the emergency master switch is deactivated, the sequencer shall deactivate the warning light loads in the reverse order.

#### **CLASS-1 ES-KEY MULTIPLEX ELECT SYSTEM**

QTY: 1

A Class 1 ES-Key Electrical Management System shall be utilized on the chassis for all functions applicable.

The system shall consist of the following components:



A Modem with a RS232 computer interface and standard telephone jack used to not only program the multiplex system but also serve as a factory direct gateway into the vehicle from any Class 1 multiplex authorized service facility.

A Universal System Manager (USM), which acts as the main controlling component of the multiplexing system shall be provided and factory programmed to DOT, NFPA, SAE, the manufacturer and {Company} specifications. The programming shall be done by the manufacturer's engineering department.

The ES-Key system installation shall comply with SAE J 551 requirements regarding Electromagnetic and Radio Frequency interference (EMI, RFI), as well as utilize components and wiring practices that insure the system is protected against corrosion, excessive temperatures, water, excessive physical, and vibration damage by any equipment installed on the vehicle at the time of delivery.

A series of Multiplexing Input/Output Modules shall be installed. The Input/Output modules shall permit the multiplexing system to reduce the amount of wiring and components used as compared to non-multiplexed apparatus. These modules shall vary in I/O configuration, be waterproof allowing installation outside of enclosed areas and shall possess individual output internal circuit protection. The modules shall also have three status indicators visible from a service persons vantage point that shall indicate the status of the module. In the event a load requires more than 7.5 AMPS of operating current, the module shall activate a simple relay circuit integral to any of the 3 dillbox assemblies installed in the cab.

Diagnostic software shall be provided to download data from the on board ES-KEY system. This software shall have the ability to view system input/output (I/O) information, and include a connection from a computer to the vehicle.

#### **ADDITIONAL CLASS-1 ES-KEY ULTRAVIEW DISPLAY**

QTY: 1

An additional Class 1, UltraView, 700 display shall be provided and installed on the officer side of the cab.

The second display shall have the ability to perform and display all the same functions and information of the main display; located on the driver side of the cab.

#### **AXIS VEHICLE MONITORING SYSTEM**

QTY: 1

The apparatus shall be equipped with a smart truck technology system designed specifically for first responder apparatus. The system shall interconnect major apparatus CAN networks including but not limited to the chassis J1939/OBD2 data, vehicle multiplex system, water pump pressure governor, electric valves and electric actuated deck gun. The system shall securely report real-time vehicle information from these systems via cellular data to a globally supported cloud computing service for storage and real time access via web dashboards. The dashboards shall be accessible by the department's computers, tablets and smartphones.

The smart truck technology installed on the apparatus shall provide real-time notification via text or e-mail when a check engine light is displayed. The notification shall include the fault code and brief explanation for the code to reduce down-time.

The system shall feature a truck down feature on the web-based user interface to allow instant notification of needed apparatus service to both the authorized dealership and OEM via text or e-mail.

The system shall provide remote diagnostics of vehicle subsystems such as VMUX, pressure governors, electric monitors and electric valves.

By use of the web based user interface, the system shall allow for over the air programming updates to various subsystems should the need arise.

The web-based user interface shall also provide the following:



- Fuel and DEF levels
- GPS tracking
- Data logging for apparatus multiplex system
- Easy access to the NFPA VDR data

The system shall be designed with an open architecture to incorporate future growth with new technology partners designed to enhance fire ground operations

The vehicle gateway module shall be rugged in construction using a durable cast aluminum enclosure designed for emergency vehicle applications. The module shall have sealed Deutsch connectors providing four (4) CAN network ports, one (1) RS-485 port, one (1) Ethernet RJ45 port, one (1) USB port, embedded cellular modem, Bluetooth and GPS capability. The Core Vehicle Gateway shall be capable of 2 way vehicle telemetry, supporting both remote diagnostics and remote over-the-air software updates.

A low profile cellular antennae shall be installed on the cab roof.

A 5 year data plan shall be provided with the initial vehicle purchase. At the end of the 5 year period the department shall be given the option to extend service.

#### **INTER-LOCK MODULE FOR MULTIPLEX SYSTEM**

QTY: 1

A Vocation Module, which is the interface between the multiplexing system and the pump system shall be provided.

This module shall serve as the interface between the operator, engine, transmission and pumping system.

The module shall be installed under the driver's side dash, in a sealed enclosure that shall possess green indicating LEDs that shall indicate to service personnel the interlock state of the apparatus.

In the event of a multiplexing error involving pump operation can be activated to ensure reliable pumping operations at ALL times.

In addition to controlling pump function, this vocation module shall be able to provide automatic and/or manual activation of engine "Fast Idle", to maintain adequate alternator output and thus, chassis voltage.

There will be no exceptions.

#### **ALTERNATOR**

QTY: 1

There shall be a Delco Remy Model 55SI, 430 amp brushless, serpentine belt, driven alternator.

The brushless design of the 55SI transfers magnetic fields between the rotor and stator air-gap without brushes.

The alternator installation shall be designed to provide maximum output at engine idle speed, by using Remote Sense in order to meet the minimum continuous electrical load of the apparatus as required.

The alternator shall carry a 3 Year/Unlimited Mile warranty.

#### **BATTERIES**

QTY: 1



Six (6) Exide # 31XPD, maintenance free batteries shall be provided.

Each battery shall be rated at 1000 CCA and shall have a reserve capacity of 200 minutes.

Wiring for the batteries shall be 4/0 welding type dual path starting cables for SAEJ541.

#### **BATTERY STORAGE, STEEL**

QTY: 1

Batteries shall be securely mounted in fixed 3/16" GR50 steel trays located on each side of the chassis frame.

Complete access shall be provided when the cab is fully tilted.

Batteries shall be mounted on non-corrosive matting material.

The battery tray shall be able to withstand a longitudinal acceleration of -46.5g at 0.246 seconds in accordance to SAE J211 standards using a channel frequency class 600 filter.

Testing shall be performed at and verified by a third party testing and evaluation center.

#### **BATTERY ISOLATORS**

QTY: 1

Two (2) Blue Sea #7622100B shall be provided and installed.

**For Clarification: The battery isolators shall be simialr to what was provided on the Orange County TDA's  
(Ref: 10549-54 10630)**

#### **COLE HERSEE BATTERY JUMPER STUDS**

QTY: 1

A set of Cole Hersee battery jumper studs, model #46210-02 (red) and #46210-03 (black) shall be provided to allow the battery system to be jump started or charged from an external source.

The studs shall be located on the bottom of the battery box on the driver's side of the chassis.

Each stud shall be equipped with both a rubber protector cap and a 2" square non-conductive plate to prevent accidental shorting.

#### **BATTERY DISCONNECT SWITCH**

QTY: 1

The chassis batteries shall be wired in parallel to a single 12 volt electrical system, controlled through a heavy duty master disconnect switch.

The master disconnect switch shall be located within easy access of the driver upon entering or exiting the cab.

#### **SHORELINE INLET**

QTY: 1

One (1) Kussmaul "Super 30" Auto Eject model 091-159-30-120, automatic, 120 volt, 30 amp shoreline disconnect shall be provided for the on board, 110 volt battery charging systems.

The disconnect shall be equipped with a three pin female receptacle, which shall automatically eject the shoreline when the vehicle starter is energized.

The mating connector shall be included with the auto eject and shall be provided as loose equipment.



A label shall be provided indicating voltage and amperage ratings.

**SHORELINE INLET COVER**

QTY: 1

The Kussmaul auto-eject connection shall be equipped with a Yellow weatherproof cover.

**SHORELINE INLET LOCATION**

QTY: 1

The shoreline receptacle shall be located in the driver's cab step well in a pre-determined location by KME.

**SHORELINE INLET LABEL**

QTY: 1

A shoreline power receptacle information plate shall be permanently affixed at or near the power inlet. The plate shall indicate the following:

- Type of Line Voltage
- Current Rating in Amps Power Inlet Type (DC or AC).

**BATTERY CHARGER**

QTY: 1

A Kussmaul model # 445-5265-0, EV-40, fully automatic, battery charger shall be provided for maintaining the vehicle battery system.

The charger shall feature Smart circuitry to provide three stages of charging: bulk, absorption, and float.

The charger shall have a battery type selector switch that regulates the proper charge/float voltage.

In addition to the main battery output, the charger shall also have auxiliary, 15 amp, output terminal with a battery saver selector switch to power accessory loads.

Output current of the charger shall be 40 amperes @ 12 volt DC.

**BATTERY CHARGER STATUS CENTER**

QTY: 1

*A Kussmaul Super Auto Eject Deluxe Cover With Bar Graph Display shall be provided.*

**TRANSFER SWITCH**

QTY: 1

An automatic power relay shall be installed to allow interior 120 volt accessories to be powered by the 120 volt shoreline or the generator.

This switch shall allow for a continuous power supply to the interior accessories while the apparatus is parked in the station.

The maximum load for the transfer / relay shall be 20 amps at 120 volts.

**BLUE SEA #4365 ACCESSORY PANEL**

QTY: 1

A Blue Sea model 4365 accessory panel will be provided. The accessory panel shall include one (1) 12-volt power port, Two (2) dual USB charging ports, along with a power switch with built in circuit breaker.



The accessory panel shall be mounted in the center dash panel.

#### **POWER POINT FOR OS EMS COMPARTMENT**

QTY: 1

The officers side EMS compartment shall be equipped with a Blue Sea 5025 power point with power and ground connections conveniently positioned in the upper area inside the compartment, connected directly to the chassis batteries.

#### **EMS COMPARTMENT POWER POINT**

QTY: 1

The interior EMS compartment shall be equipped with a Blue Sea 5025 power point capable of 60 amps with power and ground connections conveniently positioned in the upper area inside the compartment, connected directly to the chassis batteries.

#### **POWER POINT FOR DS EMS COMPARTMENT**

QTY: 1

The drivers side EMS compartment shall be equipped with a Blue Sea 5025 power point with power and ground connections conveniently positioned in the upper area inside the compartment, connected directly to the chassis batteries.

#### **12 VOLT POWER PORT IN REAR CREW AREA - REAR OF DOG**

QTY: 1

Two (2) 12 volt power port accessory outlets {will/shall} be installed on the rear of the engine enclosure for fire department accessory devices. The 12 volt power ports and two (2) specified Blue Sea USB chargers will be mounted in the side of a common box, one (1) USB and one (1) power port in each box. The power ports will be installed on the upper vertical surface of the rear of the engine enclosure in a surface mounted box separated by the center bottom upholstery button. One (1) USB and one (1) power port will be installed in the side of each surface mounted box. The ports in each box will face outboard. The 12 volt power ports will be located below the USB charging ports in the side of the common box and will be wired battery direct.

\*\* A total of TWO (2) surface mounted boxes will be located in the rear crew area for the above power ports. Each box will contain one (1) 12 volt power port and one dual USB charging port \*\*

#### **ROUND USB CHARGING PORTS IN REAR CREW AREA**

QTY: 1

Two (2) Blue Sea (1045) fast charge – dual USB socket mount charging port {will/shall} be installed in the cab of the truck for the fire departments accessory devices. Each charger {will/shall} have two (2) USB connections and {will/shall} have a 5 volt, 4.8 amp max output. The USB and specified outer side wall custom cabinet mounted 12 volt power ports will be mounted in a common box, one USB and one (1) power port in each box. The boxes will be located on the outer side of the rear wall custom cabinet. The forward edge of the surface mounted box will be even with the forward edge of the outer forward facing open seat riser. The box will be 1.25" above the cab floor. This will match the customers previous KME apparatus, GSO 10588.

The USB charges located above the 12 volt power port in the side of the common box and will be wired battery direct.

#### **ROUND USB CHARGING PORT IN REAR CREW AREA - REAR O**

QTY: 1

Two (2) Blue Sea (1045) fast charge – dual USB socket mount charging port will be installed in the cab of the truck for the fire departments accessory devices. Each charger will have two (2) USB connections and will have a 5 volt, 4.8 amp max output. The USB and specified rear of engine enclosure 12 volt power ports will be mounted in a common box, one USB and one (1) power port in each box. The power ports will be installed on the upper vertical surface of the rear of the engine enclosure in a surface mounted box separated by the center bottom upholstery button. One (1) USB and one (1) power port will be installed in the side of each surface mounted box. The ports in each box will



face outboard.

The USB charging ports will be located below the 12 volt power ports in the side of the common box and will be wired battery direct.

\*\* A total of two (2) surface mounted boxes will be located in the rear crew area for the above power ports. Each box will contain one (1) 12 volt power port and one dual USB charging port \*\*

#### **12 VOLT POWER PORT LOCATED IN REAR EMS COMPARTMENT**

QTY: 1

A 12 volt power port accessory outlet(s) shall be installed in the cab of the truck for the fire departments accessory devices.

The port(s) shall be located in the rear EMS compartment, as directed, for devices such as cellular phones.

#### **KUSSMAUL USB CHARGING PORT LOCATED IN REAR EMS COM**

QTY: 2

A Kussmaul USB charging port(s) shall be installed in the cab of the truck for the fire departments accessory devices.

Each port shall have two (2) USB connections and shall have a 5 volt, 4.2 amp max output.

The port(s) shall be located in the rear EMS compartment, as directed, for devices such as cellular phones.

#### **POWER AND GROUND STUD FOR ACCESSORIES IN DASH**

QTY: 1

One (1) dedicated circuit; 12 volt, 40 Amp, power and ground on 3/8 stud and fused at battery shall be provided in the cab dash.

The circuit shall be for future installation of radios or accessories.

#### **BLUE SEA FUSE BLOCK - 6 CIRCUIT IN REAR CREW AREA**

QTY: 2

A Blue Sea 5025B, 6 circuit fuse block, shall be installed. This block has a maximum amperage of 60 Amps per block and 30 Amps per circuit.

**Clarification; There should be a total of 2 Blue Sea 6 circuit fuse blocks located in the rear of the cab, one (1) below each of the outboard seats as per photos provided.**

#### **BLUE SEA FUSE BLOCK - 12 CIRCUIT BEHIND OFFICER SE**

QTY: 1

A Blue Sea 5026B, 12 circuit fuse block, shall be installed behind the officers seat.

This block has a maximum amperage of 60 Amps per block and 30 Amps per circuit.

#### **BLUE SEA #4363 ACCESSORY PANELS - PER DASH DRAWING**

QTY: 1

Two (2) Blue Sea model 4363 accessory panels shall be provided and located per the dash drawing Each accessory panel shall include (1) 12-volt power port, (1) dual USB charging ports along with a circuit breaker switch.

#### **IGNITION STUD - REAR OF THE OFFICER'S SEAT**

QTY: 1



An ignition stud shall be installed to the rear of the officer's seat for items needing an ignition circuit ( ie. mobile radio).

**\*Note, there will be a total of three studs located to the rear of the officer's seat to be used for two-way radio power. Stud #1 will be 100-amps wired battery direct. Stud #2 will be 30-amps and switched through the ignition switch. Stud #3 will be 100-amps wired direct to chassis ground.**

#### **WHELEN #700 WHITE/RED LED INTERIOR LIGHTS (4)**

QTY: 1

Four (4) Whelen # 700 interior LED combination red/white dome lights shall be furnished in the cab, with two (2) in the forward section and two (2) in the rear crew section.

Each dome light shall have an integral selector switch.

Each dome light shall also activate when the respective, adjacent cab door is opened.

#### **DOME LIGHT PROGRAMMING**

QTY: 1

The cab dome lights shall be programmed to dimmest setting possible. Red shall be the default color when the cab doors open.

#### **SUNNEX MODEL #SL-9-200,LED MAP LIGHT**

QTY: 1

One (1) Sunnex model # SL9-200 B10L, 12 volt LED light designed for direct connection will be furnished and located on the driver side of the center overhead just forward of the angled panel. The light will have a rectangular base with an on/off rocker switch and feature a swivel joint with 360 degree axial rotation and 90 degree angular adjustment.

#### **SUNNEX MODEL #SL-9-200,LED MAP LIGHT**

QTY: 1

One (1) Sunnex model # SL9-200 B10L, 12 volt LED light designed for direct connection will be furnished and located at the officer side overhead. The light will have a rectangular base with an on/off rocker switch and feature a swivel joint with 360 degree axial rotation and 90 degree angular adjustment.

#### **ENGINE COMPARTMENT WORK LIGHTS - TECNIQ LED**

QTY: 1

Two (2) Tecniq model #E18 LED lights shall be provided inside the engine enclosure that will provide 800 lumens each.

Each light shall have their own independent switch incorporated into the light head.

#### **DASH & CENTER CONSOLE - 100" PREDATOR SS**

QTY: 1

Where standard features are controlled through physical switches they will be indicated as such in the appropriate part of this specification. All optional features that are controllable from the cab will be controllable through the display screen.

The dash consoles shall be custom formed overlaid aluminum housings to create an ergonomically designed interior that will be user friendly and functional for the driver and officer.

The cab instruments and controls will be labeled with international symbols and located in the following zones:

- **Driver Gauge Left:** Located to the left of the instrument panel, this zone houses the ignition, engine start, and fast idle switches.



- **Driver Gauge Right:** Located to the right of the instrument panel, this zone houses power take-off and ladder power switches when those features are specified.
- **Driver Knee Left:** Located at the driver's left knee area, this zone is the standard location for pump controls, and for the Engine Emergency Shut-Down when specified.
- **Driver Knee Right:** Located at the driver's right knee area, this zone houses optional chassis related switches such as the Fuel Priming Pump, Engine Fan Override, and ATC Disable.
- **Driver Lower Wing:** Located on the engine tunnel and angled toward the driver, this zone houses the majority of the controls that the driver may need to access while operating. Within the easiest reach of the driver are the park brake, transmission shift, Vehicle Information Display, and any optional retarder controls. Standard switching in this zone includes power window controls, hazard flasher, headlights, marker lights, and mirror adjustment. Also located in this zone will be switching for any optional features that are more likely to be used while driving such as auxiliary brakes, siren brake, drive axle locks, and automatic tire chains.
- **Center Lower:** Located on the engine tunnel between the driver and officer and parallel to the cab front, this zone houses the standard 12 volt sockets and USB chargers. It will also house any optional communications devices that are more likely to be accessed while driving such as an arrowhead controller or a stereo radio.
- **Driver Overhead:** Located in the overhead console directly above and facing the driver, this zone houses tactile switches (when specified) for control of emergency devices such as warning lights, scene lights, dump chute valves, and other emergency related items. If not specified these controls are available through the Vehicle Information Center.
- **Driver Overhead Wing:** Located in the overhead console and angled toward the driver, this zone houses the heating and air conditioning tactile switches provided as standard.
- **Center Overhead:** Located overhead between the driver and officer and parallel to the cab front, this zone houses any communications devices such as siren heads or two-way radios that cannot be fit in the Officer Lower Wing: Located on the engine tunnel and angled toward the officer, this zone houses optional feature switching as specified for control by the officer.
- **Officer Overhead Wing:** Located in the overhead console and angled toward the officer, this zone is houses optional switching or gauges that cannot be located in other zones and that is intended solely for use by the officer.
- **Officer Overhead:** Located in the overhead console directly above and facing the officer, this zone houses optional larger communications equipment that cannot be located in other zones, and that is practical for use solely by the officer.

Exact locations of each switch or control will be dictated by the Dash Layout document created during the design process and will adhere to these guidelines unless otherwise specified.

### **CAB DASH PANELS**

QTY: 1

The apparatus cab shall be outfitted with backlit gradient dash and overhead panels. These gradient panels shall be utilized across the entire front of the cab dash and include the instrument cluster and brow panels. The panels shall be constructed from 3mm aluminum composite panels with second surface screen printed 15 mil Bayfol UV-1 polycarbonate graphic overlays, to provide scratch and UV protection. A carbon-graphite shaded graphic overlay shall be provided.

### **GPS ANTENNA INSTALLED O.S. CAB ROOF**

QTY: 1

One (1) Antennas Plus model AP-CG-A-S11-BL GPS antenna will be installed on the cab roof above the officer seating position. The cable will terminate between the laptop tray area and the "A" post in front of the officer.



**CONTROL SWITCHING THROUGH MULTIPLEX TOU**

QTY: 1

Switching for the emergency and auxiliary systems shall be performed through the multiplex control screen.

Switching shall be programmed through various menus that are accessible from the display buttons.

**CONTROL SWITCH IN CAB FOR LIGHT ABOVE WINDSHIELD**

QTY: 1

A single switch shall be provided in the cab control system to activate the HiViz, FireTech, LED brow light.

**CONTROL SWITCHES IN CAB FOR BEHIND FRONT CAB DOOR**

QTY: 1

Controls shall be provided in the cab control system (or option mechanical switch) to turn the lights at the cab doors on and off.

**CONTROL SWITCH IN CAB FOR REAR OF BODY LIGHTS**

QTY: 1

Controls shall be provided in the cab control system (or optional mechanical switch) to turn the rear of body lights on and off.

**CONTROL SWITCH IN CAB FOR DRIVER SIDE OF BODY LIGHT**

QTY: 1

Controls shall be provided in the cab control system (or optional mechanical switch) to turn the driver side of body lights on and off.

**CONTROL SWITCH IN CAB FOR OFFICER SIDE OF BODY LIGHT**

QTY: 1

Controls shall be provided in the cab control system (or optional mechanical switch) to turn the officer side of body lights on and off.

**ADDITIONAL SWITCHES - DRIVER OVERHEAD**

QTY: 1

Twelve switches shall be provided in the driver overhead zone.

**DRIVER'S DASHBOARD PANEL, 100" PREDATOR SS**

QTY: 1

The main instrument panel shall be centered in front of the driver and shall be mechanically fastened to the main dash assembly. The panel shall contain the primary gauges, an instrument warning light cluster and the ignition and engine start switches.

Each gauge shall be designed with an integral red warning light with a pre-programmed warning point. Gauges monitoring drive-train component status shall be of the direct data bus type capable of displaying information broadcast on the J 1939 data-link.

Each gauge warning indicator shall be capable of activating an audible alarm inside the dashboard.

Additional auxiliary control switches and instruments (if applicable) shall be located within the center or overhead panel located near the driver's position.

**DRIVER DASH LCD VIRTUAL DISPLAY**

QTY: 1



The main instrument panel shall be centered in front of the driver and shall have a hinged bottom with two ¼ turn latches at the top. The driver panel and all other cab interior dash and overhead panels will be an anti-glare surface.

Contained within this panel will be virtual driver display via a 12.3" LCD screen including but not limited to displaying all gauges and instrument warning light cluster functions. The upper left side of the driver dash panel shall also include an ignition-on switch, fast idle switch and a round engine start button which shall include a lighted indicator on the perimeter to light up when engine is ready to start and turning off when the engine is started.

The driver LCD virtual display shall include:

- 12.3" Color TFT Display
- Stand Alone Architecture
- Automatic Adjustment for Light Conditions
- 3 x BNC Analog Video Input
- Fully Programmable Features w/Graphical HMI:CGI Studio
- Two Year Warranty

The primary gauge display shall consist of:

- Vehicle speedometer, (0-80 mph)
- Engine tachometer, (0-3000 rpm)
- Engine oil pressure, (0-100 psi); low oil warning
- Engine coolant temperature (100-250 °F); high engine temp warning
- Transmission oil temperature (100-350 °F); high transmission fluid temp warning
- Vehicle battery voltage (0-18 VDC); low voltage warning
- Front air system gauge (0-150 psi); low air pressure warning at 65 psi
- Rear air system gauge (0-150 psi); low air pressure warning at 65 psi
- Fuel level (E - 1/2 - F); low fuel level warning
- Diesel Exhaust Fluid (DEF) Level (E-1/2-F)
- Air cleaner restriction gauge (0-40), warning at 25"
- Engine hours as maintained by the engine ECU

Additional auxiliary control switches and instruments (if applicable) shall be located within the dash panel and overhead panel located near the driver's position.

### **INDICATOR CLUSTER**

This display, also contained in the Driver Dash Virtual Display Module, includes the system control unit that collects data from the vehicle data bus (J1939), analog sensors, and switches throughout the vehicle. This data shall be presented using simulated gauges and telltales.

On the Road displays include:

- Odometer, trip information, fuel economy information; all gauge data, and virtually any other data available on the vehicle that the display has access to, either through the data bus or via analog inputs.

The displays that can be accessed when the parking brake is set include:

- "Right And Left Directional" arrows (green in color)
- "Hi Beam" indicator (blue in color)
- "Battery ON" indicator (green in color)
- "Parking Brake ON" indicator (red in color)



- "Check Transmission" indicator (amber in color)
- "Cab Not Latched" indicator (red in color)
- "Stop Engine" indicator (red in color)
- "Check Engine" indicator (amber in color)
- "ABS Warning" indicator (yellow in color)
- "Low Coolant Level" (yellow in color)
- "Water In Fuel" indicator (amber in color)
- "DPF Regeneration" (amber in color)
- "Exhaust High Temperature" (amber in color)
- "Engine Diagnostic Fault" (amber in color)
- "Retarder On" (green in color)

Listed below are indicators that may be included, depending upon the vehicle configuration:

- "Wait To Start" indicator (amber in color)
- "Exhaust System Fault" (amber in color)
- "Topps System Fault" (amber in color)
- "PTO Engaged" (green in color)
- "Ok to Pump" (green in color)
- "Auto Traction Control" (amber in color)

### **FAST IDLE**

QTY: 1

A fast idle for the electronic controlled engine shall be provided.

The fast idle shall be controlled by an ON/OFF switch on the left side of the main gauge panel.

An electronic interlock system shall prevent the fast idle from operating unless the transmission is in "Neutral" and the parking brake is fully engaged.

If the fast idle control is used in conjunction with a specified engine/transmission driven component or accessory, the fast idle control shall be properly interlocked with the engagement of the specified component or accessory.

### **ADDITIONAL SWITCHES - DRIVER LOWER WING**

QTY: 1

Twelve switches shall be provided in the driver lower wing zone.

### **ENGINE COMPRESSION BRAKE CONTROLS**

QTY: 1

Engine brake controls shall be provided on the dash within easy reach of the driver.

### **CLASS-1 ES-KEY ULTRAVIEW 780 DISPLAY**

QTY: 1

A 7 inch full color display shall located on the driver's lower wing panel. The display shall provide key information and control within easy sight and reach.

The screen shall be programmed with the following features:

- Chassis Instrument Display
- Back-up camera



- Seat Occupant Display
- Compartment open display
- HVAC Controls
- Power Mirror Controls
- DPF Filter Regeneration Controls
- Warning light controls
- Scene light controls
- Horn selector switch options
- Gauge back-light dimming
- Rocker switch back-light dimming
- Display screen dimming with day/night feature
- Multiplex system diagnostics
- Generator Controls

**CAMERA SYSTEM**

QTY: 1

An FRC model SNB100-C00 inView™ 360 Video system shall be provided. This system shall provide the driver with a 360 degree birds-eye style view of the apparatus, along with individual camera views based on determined conditions.

The inView™ 360 system shall include (4) four camera's standard, an Electronic Control Unit (ECU), required harnesses and a manual camera switch. The kit shall provide split video feeds with bird's-eye view and individual camera views. It shall be capable of integrating with an existing vehicle system for an automatic camera view, which seamlessly switches from front/left/right/rear views based on turn signal and reverse activation.

The ECU shall feature built-in recording to record each camera input separately and support (4) four 256GB SD cards (SD card sold separately).

An HD monitor shall be provided mounted on the center cab overhead console near the driver's position.

**CAMERA SYSTEM**

QTY: 1

One (1) formed aluminum diamond plate shield shall be provided and mounted over the rear view camera to protect it from being damaged.

**CUST PUMP/TANK/RES CHASSIS LED MARKER LIGHTS**

QTY: 1

DOT MARKER LIGHTS AND REFLECTORS

**CAB STEP LIGHTS, TECNIQ EON 3 LED, ALL DEVICES**

QTY: 4

Polished, stainless steel, TecNiq Eon, 3-LED, horizontal surface mounted chassis step lights shall be provided and controlled with marker light actuation.

Step lights shall be located to properly illuminate all chassis access steps and walkway areas and shall include a mounting gasket to provide a watertight seal.

**ALTERNATE FLASHING HEADLIGHT SYSTEM (WIG-WAGS)**

QTY: 1

An alternating flashing wig-wag system, wired to the apparatus headlights, shall be installed.



**The alternating flashing headlights will come on with the primary warning lights and will be shed with park brake. An individual switch will not be provided.**

The alternating flashing system shall be automatically disabled during the "Blocking Right of Way" mode.

#### **HEADLIGHTS AND MARKER LIGHTS**

QTY: 1

The chassis head lights and marker lights shall **NOT** auto activate with battery power up. The lights will only be controlled from their respective switches.

#### **DUAL MODULE W/ CODE 3 65STA LED TURN SIGNAL & REQ**

QTY: 1

Two (2) Code 3 65STA arrow shaped, amber LED turn signals shall be provided, one (1) in each side of the dual light module above the headlights.

The NFPA required, Zone "A" lower warning lights shall be incorporated into each side dual light module noted above.

#### **DUAL HEADLIGHTS LED FIRETECH HIVIZ**

QTY: 1

Two (2) dual, Firetech HiViz LED headlight modules with a bright finish bezel shall be furnished, one (1) each side, on the front of the cab. Each head light module shall incorporate an individual LED low beam and a LED high beam headlight. High beam actuation shall be controlled on the turn signal lever.

#### **DAYTIME RUNNING LIGHTS**

QTY: 1

The chassis head lights shall have integrated circuitry to actuate the low beam headlights whenever the chassis engine is running.

The daytime running lights shall be interlocked with the parking brake.

#### **GOLIGHT #20214 REMOTE LED SPOT LIGHT, DS SIDE CAB**

QTY: 1

A Golight model #20214 remote controlled spotlight shall be provided and mounted on the driver side of the cab roof. The Golight spotlight shall be equipped with a LED light and shall be controlled from the cab. The remote control shall be mounted within easy reach of the driver and officers or as directed by the fire department.

The Golight shall have a BLACK housing.

#### **SPOT LIGHT CAB RISER FOR DS SIDE LIGHT**

QTY: 1

The driver side cab roof spotlight shall be mounted on an aluminum riser that shall be painted to match the cab color and mounted on the cab roof.

#### **GOLIGHT #20214 REMOTE LED SPOT LIGHT, OS SIDE CAB**

QTY: 1

A Golight model # 20214 LED remote controlled spotlight shall be provided and mounted on the officer side of the cab roof. The Golight spotlight shall be equipped with a LED light and shall be controlled from the cab. The remote control shall be mounted within easy reach of the driver and officers or as directed by the fire department.

The Golight shall have a BLACK housing.

#### **SPOT LIGHT CAB RISER FOR OS SIDE LIGHT**

QTY: 1



The officer side cab roof spotlight shall be mounted on an aluminum riser that shall be painted to match the cab color and mounted on the cab roof.

**HIVIZ FIRETECH 72" BROW LIGHT W/ IML, 285W12V LED,**

QTY: 1

One (1) HiViz LEDs "FireTech" Scene light, model FT-B-72-ML-B shall be provided.

The light instrument shall be low in profile with a mounting bracket allowing installation at the top edge of the windshield.

The housing shall be made of a extruded 6061 aluminum; 72" wide and less than 3" tall.

The scene light shall have 57 LEDs divided amongst 3 independent circuits; circuit one featuring 9x 5w LEDs passing light through a 10 degree optic, circuit two featuring 18x 5w LEDs passing light through a 25-40 degree "flood" range, and circuit three featuring 30x 5w LEDs passing light through a 60-90 degree "scene" optic.

Circuit four shall consist of 5 amber colored diodes that act as SAE-J2042 compliant clearance marker and identification lamps.

The circuitry shall feature a PWM LED driver with an onboard electronic thermal manager. Additionally, the bar shall meet CISPR25 EMI requirements.

The light shall operate on 12v DC, generate 28,101 lumens and draw 24 amps. The light shall be adjustable vertically up to 15 degrees.

Mounting shall be possible in any direction while still meeting NFPA 1901 compliance requirements. The housing color shall be Black.

**WIRE UPGRADE FOR 12V HIGH AMP LIGHT - (1) BROW LIG**

QTY: 1

**NFPA COMPLIANT WARNING LIGHT PACKAGE**

QTY: 1

The following warning light package shall include all of the minimum warning light and actuation requirements for the current revision of the NFPA 1901 Fire Apparatus Standard.

The lighting as specified shall meet the requirements for both "Clearing Right of Way" and "Blocking Right of Way" which includes disabling all white warning lights when the apparatus is in "Blocking Right of Way" mode.

**WARNING LIGHT FLASH PATTERN - NFPA FLASH PATTERN**

QTY: 1

All of the perimeter warning lights shall be set to a default NFPA compliant flash pattern as provided by the light manufacturer.

**LIGHT PACKAGE ACTUATION/CONTROLS**

QTY: 1

The entire warning light package shall be actuated with a single warning light switch located on the cab switch panel. The wiring for the warning light package shall engage all of the lights required for "Clearing Right of Way" mode when the vehicle parking brake is not engaged. An automatic control system shall be provided to switch the warning lights to the "Blocking Right of Way" mode when the vehicle parking brake is engaged.

**LIGHT PACKAGE NFPA CERTIFICATION**



QTY: 1

The warning light system(s) specified above shall not exceed a combined total amperage draw of 45 AMPS with all lights activated in either the "Clearing Right of Way" or the "Blocking Right of Way"

The warning light system(s) shall be certified by the light system manufacturer(s), to meet all of the requirements in the current revision of the NFPA 1901 Fire Apparatus Standard as noted in the General Requirements section of these specifications.

The NFPA required "Certificate of Compliance" shall be provided with the completed apparatus.

Any large truck as defined by NFPA shall have the lower zone warning lights mounted no higher than 62" to the optical center of the warning light from ground level. {No Exceptions}

**LIGHTS BAR**

QTY: 1

A Code 3, 21TR80NFPA1 "21TR Series", 80" LED cab roof warning light bar shall be furnished and rigidly mounted on top of the cab roof.

The light bar shall be equipped with the following:

- Clear Lenses
- Four Forward Facing - TRS4 Red LED Modules
- Four Forward Facing - TRS3 Red LED Module
- Four Corner Facing - TRS6 Red LED Modules
- Two Side Facing - TRS3 Red LED Modules

If equipped, the forward facing white lights shall be automatically disabled for the "Blocking Right of Way" mode.

**ZONE A WARNING LIGHTS - STEADY BURN IN LIGHTBAR**

QTY: 1

**C-UPPER, CODE 3 PRIZM II 7X9 SERIES LED**

QTY: 1

Two (2) Code 3, 798\*BZ-75, PriZm II LED lights, shall be furnished and mounted with one (1) on each side at the rear, upper portion of the apparatus.

**UPPER ZONE C WARNING LIGHT LENS - RED**

QTY: 1

The upper zone C warning lights shall include red LEDs and a red lens if available from the manufacturer. If a red lens is unavailable, a clear lens shall be included.

**UPPER ZONE C WARNING LIGHT BEZEL - CHROME**

QTY: 1

The upper zone C warning lights shall include a chrome bezel if available from the manufacturer. If a chrome bezel is unavailable, a black bezel shall be included.

**B/D-UPPER FRONT, CODE 3 PRIZM II SERIES 7X9 LED**

QTY: 1

Two (2) surface mounted, Code 3, 7912\*BZ-75 PriZm II LED light heads shall be furnished and mounted with one (1) on each side on the upper side face, towards the front of the body, facing to each side of the unit.



**UPPER ZONE B/D FRT WARNING LIGHT LENS - RED**

QTY: 1

The upper zone B/D front warning lights shall include red LEDs and a red lens if available from the manufacturer. If a red lens is unavailable, a clear lens shall be included.

**UPPER ZONE B/D FRT WARNING LIGHT BEZEL - CHROME**

QTY: 1

The upper zone B/D front warning lights shall include a chrome bezel if available from the manufacturer. If a chrome bezel is unavailable, a black bezel shall be included.

**B/D-UPPER REAR, CODE 3 PRIZM II SERIES 7X9 LED**

QTY: 1

Two (2) surface mounted, Code 3 7912\*BZ-75 PriZm II LED light heads shall be furnished and shall be mounted one with (1) on each side on the upper side face, towards the rear of the body, facing to each side of the unit.

**UPPER ZONE B/D REAR WARNING LIGHT LENS - RED**

QTY: 1

The upper zone B/D rear warning lights shall include red LEDs and a red lens if available from the manufacturer. If a red lens is unavailable, a clear lens shall be included.

**UPPER ZONE B/D REAR WARNING LIGHT BEZEL - CHROME**

QTY: 1

The upper zone B/D rear warning lights shall include a chrome bezel if available from the manufacturer. If a chrome bezel is unavailable, a black bezel shall be included.

**A-LOWER FRONT MOUNTING, CUSTOM CHASSIS**

QTY: 1

The lower Zone A warning lights shall be mounted in the custom chassis headlight bezels.

**A-LOWER FRONT, CODE 3 65 SERIES LED**

QTY: 1

Two (2) Code 3, 65BZ\* LED light heads shall be provided and installed with one (1) on each side.

**LOWER ZONE A WARNING LIGHT LENS - RED**

QTY: 1

The lower zone A warning lights shall include red LEDs and a red lens if available from the manufacturer. If a red lens is unavailable, a clear lens shall be included.

**LOWER ZONE A WARNING LIGHT BEZEL - CHROME**

QTY: 1

The lower zone A warning lights shall include red leds and a chrome bezel if available from the manufacturer. If a chrome bezel is unavailable, a black bezel shall be included.

**C-LOWER REAR, CODE 3 65 SERIES LED**

QTY: 1

Two (2) Code 3, 65BZ\* LED light heads shall be provided and installed with one (1) on each side directly below the DOT stop, tail, turn and backup lights.

**LOWER ZONE C WARNING LIGHT LENS - RED**

QTY: 1

The lower zone C warning lights shall include red LEDs and a red lens if available from the manufacturer. If a red lens is unavailable, a clear lens shall be included.

**B/D-LOWER FRONT MOUNTING, CUSTOM CHASSIS**

QTY: 1



The lower Zone B D warning lights shall be mounted on the sides of the custom chassis front bumper.

**B/D-LOWER FRONT, CODE 3 65 SERIES LED**

QTY: 1

Two (2) Code 3, 65BZ\* LED light heads shall be provided and installed with one (1) on each side.

**LOWER ZONE B/D FRONT WARNING LIGHT LENS - RED**

QTY: 1

The lower zone B/D front warning lights shall include red LEDs and a red lens if available from the manufacturer. If a red lens is unavailable, a clear lens shall be included.

**LOWER ZONE B/D FRONT WARNING LIGHT BEZEL - CHROME**

QTY: 1

The lower zone B/D front warning lights shall include a chrome bezel if available from the manufacturer. If a chrome bezel is unavailable, a black bezel shall be included.

**B/D-LOWER MID, CODE 3 65 SERIES LED**

QTY: 1

Two (2) Code 3, 65BZ\* LED light heads shall be provided and installed with one (1) on each side.

**LOWER ZONE B/D MID WARNING LIGHT LENS - RED**

QTY: 1

The lower zone B/D mid warning lights shall include red LEDs and a red lens if available from the manufacturer. If a red lens is unavailable, a clear lens shall be included.

**LOWER ZONE B/D MID WARNING LIGHT BEZEL - CHROME**

QTY: 1

The lower zone B/D mid warning lights shall include a chrome bezel if available from the manufacturer. If a chrome bezel is unavailable, a black bezel shall be included.

**B/D-LOWER REAR, CODE 3 65 SERIES LED**

QTY: 1

Two (2) Code 3 65BZ\* LED light heads shall be provided and installed with one (1) on each side.

**LOWER ZONE B/D REAR WARNING LIGHT LENS - RED**

QTY: 1

The lower zone B/D rear warning lights shall include red LEDs and a red lens if available from the manufacturer. If a red lens is unavailable, a clear lens shall be included.

**LOWER ZONE B/D REAR WARNING LIGHT BEZEL - CHROME**

QTY: 1

The lower zone B/D rear warning lights shall include a chrome bezel if available from the manufacturer. If a chrome bezel is unavailable, a black bezel shall be included.

**3M OPTICOM - MOUNTED IN CAB ROOF LIGHT BAR**

QTY: 1

One (1) 3M Opticom system, which produces a flashing optical signal when in operation, shall be provided and mounted inside the cab roof light bar, replacing the center mounted clear warning light and situated so as not to interfere with the required light patterns of the NFPA Optical Warning Light System.

The wiring run through the Load Management System at the lowest available priority.

Additional circuitry shall be provided to automatically disable the Opticom System when the parking brake is engaged.



**For Clarification: The Opticom will not have a separate switch. It will shed whenever the park brake is set.**

#### **OPTICOM ACTIVATION**

QTY: 1

The Opticom shall not have a separate switch. It will shed whenever the park brake is set

#### **GROUND LIGHTS**

QTY: 1

One (1) TecNiq LED, 6" long ground light with stainless steel mounting bracket, shall be provided under each side cab door entrance step, four (4) total.

The ground lights shall turn on automatically with each respective door jamb switch and also by a master ground light switch in the warning light switch console.

Each light shall illuminate an area at a minimum 30" outward from the edge of the vehicle.

#### **GROUND LIGHTS UNDER FRONT BUMPER**

QTY: 1

One (1) TecNiq LED, 6" long ground light with stainless steel mounting bracket, shall be provided under each side of the front bumper facing forward, two (2) total.

The ground lights shall be activated by a master ground light switch in the cab and shall be wired through the load management system.

#### **GROUND LIGHTS BELOW MID-SHIP COMPARTMENT**

QTY: 1

One (1) TecNiq LED, 6" long ground light with stainless steel mounting bracket, shall be provided under each mid ship compartment, two (2) total.

The ground lights shall be activated by a master ground light switch in the cab and shall be wired through the load management system.

#### **GROUND LIGHTS BELOW FRONT BODY CORNER**

QTY: 1

One (1) TecNiq LED, 6" long ground light with stainless steel mounting bracket, shall be provided under each front body corner, two (2) total.

The ground lights shall be activated by a master ground light switch in the cab and shall be wired through the load management system.

#### **GROUND LIGHTS REAR BODY CORNERS**

QTY: 1

One (1) TecNiq LED, 6" long ground light with stainless steel mounting bracket, shall be provided under each rear body corner, two (2) total.

The ground lights shall be activated by a master ground light switch in the cab and shall be wired through the load management system.

#### **CAB AND BODY GROUND LIGHTS ACTIVATE WITH PARK**

QTY: 1

The cab and body ground lights shall activate by engaging the parking brake.

#### **CHASSIS DIAGNOSTICS SYSTEM**

QTY: 1



Diagnostic ports shall be accessible while standing on the ground and located inside the driver's side door left of the steering column. The diagnostic panel shall allow diagnostic tools such as computers to connect to various vehicle systems for improved troubleshooting providing a lower cost of ownership. Diagnostic switches shall allow engine and ABS systems to provide blink codes should a problem exist.

The diagnostic system shall include the following:

- A single port to monitor the engine, transmission and ABS system and diagnostics of the roll sensor (if applicable)
- Engine diagnostic switch (blink codes)
- ABS diagnostic switch (blink codes)
- Allison Transmission Codes (through touch pad shifter)

#### **VOLTAGE MONITORING SYSTEM - 12 VOLT**

QTY: 1

A voltage monitoring system shall be provided to indicate the status of the battery system connected to the vehicle's electrical load. The system shall provide visual and audible warning when the system voltage is below or above optimum levels.

The alarm shall activate if the system falls below 11.8 volts DC for more than two (2) minutes.

#### **INDICATOR LIGHT AND ALARM PROVE-OUT SYSTEM**

QTY: 1

A system shall be provided which automatically tests basic indicator lights and alarms located on the cab instrument panel.

#### **ELECTRICAL HARNESS INSTALLATION - 12 VOLT**

QTY: 1

To ensure dependability, all 12-volt wiring harnesses installed by the manufacturer shall conform to the following specifications:

- SAE J 1128 - Low tension primary cable
- SAE J 1292 - Automobile, truck, truck-tractor, trailer and motor coach wiring
- SAE J 163 - Low tension wiring and cable terminals and splice clips
- SAE J 2202 - Heavy duty wiring systems for on-highway trucks
- NFPA 1901 - Standard for automotive fire apparatus
- FMVSS 302 - Flammability of interior materials for passenger cars, multipurpose passenger vehicles, trucks and buses
- SAE J 1939 - Serial communications protocol
- SAE J 2030 - Heavy-duty electrical connector performance standard
- SAE J 2223 - Connections for on board vehicle electrical wiring harnesses
- NEC - National Electrical Code
- SAE J 561 - Electrical terminals - Eyelet and spade type
- SAE J 928 - Electrical terminals - Pin and receptacle type A.

For increased reliability and harness integrity, harnesses shall be routed throughout the cab and chassis in a manner which allows the harnessing to be laid into its mounting location. Routing of harnessing which requires pulling of wires through tubes is never allowed at the manufacturer.

Wiring shall be run in loom or conduit where exposed, and have grommets or other edge protection where wires pass through metal. Wire colors shall be integral to each wire insulator and run the entire



length of each wire. Harnessing containing multiple wires and uses a single wire color for all wires shall not be allowed. Function and number codes shall be continuously imprinted on all wiring harness conductors at 3.00" intervals. All wiring installed between the cab and into doors shall be protected by a wire conduit to protect the wiring. Exterior exposed wire connectors shall be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids. Electrical wiring and equipment shall be installed utilizing the following guidelines:

- All holes made in the roof shall be caulked with silicon. {No Exceptions} Large fender washers, liberally caulked, shall be used when fastening equipment to the underside of the cab roof.
- Any electrical component that is installed in an exposed area shall be mounted in a manner that shall not allow moisture to accumulate in it. Exposed area shall be defined as any location outside of the cab or body.
- For low cost of ownership, electrical components designed to be removed for maintenance shall be quickly accessible. For ease of use, a coil of wire shall be provided behind the appliance to allow them to be pulled away from the mounting area for inspection and service work.
- Corrosion preventative compound shall be applied to non-waterproof electrical connectors located outside of the cab or body. All non-waterproof connections shall require this compound in the plug to prevent corrosion and for easy separation of the plug.
- Any lights containing non-waterproof sockets in a weather-exposed area shall have corrosion preventative compound added to the socket terminal area.
- All electrical terminals in exposed areas shall have protective coating applied completely over the metal portion of the terminal.
- Rubber coated metal clamps shall be used to support wire harnessing and battery cables routed along the chassis frame rails.
- Heat shields shall be used to protect harnessing in areas where high temperatures exist. Harnessing passing near the engine exhaust shall be protected by a heat shield.
- Cab and crew cab harnessing shall not be routed through enclosed metal tubing. Dedicated wire routing channels shall be used to protect harnessing therefore improving the overall integrity of the vehicle electrical system. The design of the cab shall allow for easy routing of additional wiring and easy access to existing wiring.
- All standard wiring entering or exiting the cab shall be routed through sealed bulkhead connectors to protect against water intrusion into the cab.

All 12-volt battery cables and battery cable harnessing installed by the apparatus manufacturer shall conform to the following requirements:

- SAE J 1127 - Battery Cable
- SAE J 561 - Electrical terminals, eyelets and spade type
- SAE J 562 - Nonmetallic loom
- SAE J 836 A - Automotive metallurgical joining
- SAE J 1292 - Automotive truck, truck-tractor, trailer and motor coach wiring
- NFPA 1901 - Standard for automotive fire apparatus.

Battery cables and battery cable harnessing shall be installed utilizing the following guidelines:

- Splices shall not be allowed on battery cables or battery cable harnesses.
- For ease of identification and simplified use, battery cables shall be color coded. All positive battery cables shall be marked red in color. All negative battery cables shall be black in color.



- For ease of identification, all positive battery cable isolated studs throughout the cab and chassis shall be red in color.
- For increased reliability and reduced maintenance, all electrical buss bars located on the exterior of the apparatus shall be coated to prevent corrosion.
- An operational test shall be conducted to ensure that any equipment that is permanently attached to the electrical system is properly connected and in working order.

**BODY ELECTRICAL SYSTEM**

QTY: 1

All electrical lines in the body shall be protected by automatic circuit breakers, conveniently located to permit ease of service.

Flashers, heavy solenoids and other major electrical controls shall be located in a central area near the circuit breakers.

All lines shall be color and function coded every 3", easy to identify, oversized for the intended loads and installed in accordance with a detailed diagram.

A complete wiring diagram shall be supplied with the apparatus.

Wiring shall be carefully protected from weather elements and snagging. Heavy duty loom shall be used for the entire length.

Grommets shall be utilized where wiring passes through panels.

In order to minimize the risk of heat damage, wires run in the engine compartment area shall be carefully installed and suitably protected by the installation of heat resistant shielded loom.

All electrical equipment shall be installed to conform to the latest federal standards as outlined in NFPA 1901.

**BODY ELECTRICAL HARNESS - ES-KEY**

QTY: 1

**POWER DISTRIBUTION MODULES FOR CLASS ONE ES-KEY**

QTY: 1

Class 1 Power distribution modules shall be provided in strategic areas of the chassis to allow body harnesses to interface to multiplex system.

The Remote Power Modules (RPM) provide a method of controlling loads on the vehicle, outside the cab, without running individual wires from each switch to the load.

This electronic module distributes and controls power to various devices on the vehicle as commanded by the control system inside the cab.

The RPM is connected to the Electrical System Controller via the J1939 datalink.

Each module receives power from a power cable, protected by a fusible link to the main battery circuit.

The power distribution modules shall be mounted in a location to provide complete access for service or trouble shooting.

**DOOR OPEN INDICATOR W/ INTEGRAL AUDIBLE ALARM**



QTY: 1

An indicator light with an audible alarm, shall be functionally located in the cab to signal when an unsafe condition is present such as an open cab door or body compartment door, an extended ladder rack, a deployed stabilizer, an extended light tower or any other device which is opened, extended or deployed which may cause damage to the apparatus if it is moved.

This light shall be activated through the parking brake switch to signal when the parking brake is released.

**COMPARTMENT LIGHT ACTIVATION**

QTY: 1

Compartment lighting shall be switched either from an integral switch as provided by the roll up door manufacturer or a magnetic proximity switch if it is a KME manufactured door.

**COMPARTMENT LIGHTS**

QTY: 1

Each exterior compartment shall have one (1) Tecniq LED model #E18 white dome light.

Each light shall come on automatically when the respective door is opened and the master battery switch is on.

**ROOF COMPARTMENT LIGHTS**

QTY: 12

A Amdor Luma Bar LED strip compartment light(s) shall be provided, to ensure proper compartment illumination.

The lights shall be mounted underneath the roof compartment door opening and shall be activated with a magnetic door switch that shall be connected to the door ajar warning circuit.

**CUST PUMP/TANK/RES BODY LED MARKER LIGHTS**

QTY: 1

**OPTRONICS MARKER LIGHTS FORWARD OF CAB DOOR**

QTY: 1

Optronics MCL series amber LED marker lights with reflector shall be provided and mounted forward of the front cab door, one (1) each side.

**OPTRONICS MARKER/TURN LIGHTS @ EA SIDE OF BODY**

QTY: 1

Optronics model MCL82RB, red, LED marker lights with integral reflectors shall be provided at the lower side rear, having one (1) on each side.

Optronics Model #STL71AMB, yellow, LED side marker and turn lights shall be provided on the apparatus lower side, forward of rear axle that puts one (1) on each side, if the apparatus is 30' long or longer.

**CHROME PLATED FLANGE FOR SIDE MARKER/TURN LIGHTS**

QTY: 1

One (1) Truck-Lite #60703 chrome cover shall be provided for each intermediate turn light.

**OPTRONICS MARKER LIGHTS @ REAR OF BODY**

QTY: 1

Optronics MCL65, red, LED clearance lights shall be provided on the apparatus rear upper having one (1) on each side at the outermost practical location.



Optonics MCL12, LED, 3-lamp identification bar will be provided on the apparatus rear center.

The lights shall be red in color.

**TRUCK-LITE DOT AMBER REFLECTORS @ SIDE OF BODY**

QTY: 1

Truck-Lite # 98034Y, yellow reflectors shall be provided on the apparatus body lower side, as far forward and low as practical with one (1) on each side if the apparatus is 30' long or longer.

**TRUCK-LITE DOT RED REFLECTORS @ REAR OF BODY**

QTY: 1

Truck-Lite # 98034R, red reflectors shall be provided on the apparatus rear with one (1) on each side at the outermost practical location.

**TECNIQ #L10 LED LICENSE PLATE LIGHT @ DS REAR OF B**

QTY: 1

One (1) Tecniq model #L10 LED license plate light shall be provided above the mounting position of the license plate.

The light shall be clear in color and shall have a chrome finish.

**CODE 3, #65 LED BRAKE, REVERSE, & TURN W/ QUAD HOU**

QTY: 1

Two (2) Code 3, 65STR 4" x 6", red LED combination tail and stop lights, shall be mounted one each side at the rear of the body.

Two (2) Code 3, 65STA 4" x 6", amber LED arrow turn signal lights, shall be mounted one each side, on a vertical plane with the tail/stop lights.

Two (2) Code 3, 65RV 4" x 6", white LED backup lights, shall be mounted one each side, on a vertical plane with the turn/tail/stop signals.

These lights shall activate when the transmission is placed in reverse gear.

Two (2) Code 3 65STK4 mounting flanges, installed one (1) on each side, shall be provided to mount the lights described above in one common mounting flange.

The fourth opening shall be for the lower rear warning lights.

The lights shall be mounted in order, from top to bottom, as described above.

**BODY STEP LIGHTS, TECNIQ EON 3 LED, ALL DEVICES**

QTY: 2

Polished, stainless steel, TecNiq Eon 3-LED, horizontal surface, mounted body step lights shall be provided and controlled with marker light actuation.

Step lights shall be located to properly illuminate all body access steps and walkway areas and shall include a mounting gasket to provide a watertight seal.

**HIVIZ GUARDIAN JUNIOR SCENE LIGHTS BEHIND CAB DOOR**

QTY: 1

Two (2) Firetech Hiviz Guardian Junior FT-GSMJR, LED scene lights shall be provided, (1) one on each side of the cab, directly behind the front cab entrance door in a chrome plated flange.

Each light shall be 7.5 wide by 5 high by 1.5 deep, draw 3.33 amps, and produce 3,000 lumens.



The scene lights shall be wired through the load management system.

**HIVIZ GUARDIAN ELITE SCENE LIGHTS ON REAR OF BODY**

QTY: 1

Two (2) Firetech Hiviz Guardian Elite FT-GESM, LED scene lights shall be provided, (1) one on each side of the rear body panel in a chrome plated flange.

Each light shall be 11 wide by 9 high by 3 deep, draw 10 amps, and produce 10,491 lumens.

The scene lights shall be wired through the load management system.

**HIVIZ GUARDIAN ELITE SCENE LIGHTS ON DS OF BODY**

QTY: 1

Two (2) Firetech Hiviz Guardian Elite FT-GESM, LED scene lights shall be provided.

The scene lights shall be installed, one rearward and one forward, on the driver side of the body in a chrome plated flange.

Each light shall be 11 wide by 9 high by 3 deep, draw 10 amps, and produce 10,491 lumens.

The scene lights shall be wired through the load management system.

**HIVIZ GUARDIAN ELITE SCENE LIGHTS ON OS OF BODY**

QTY: 1

Two (2) Firetech Hiviz Guardian Elite FT-GESM, LED scene lights shall be provided.

The scene lights shall be installed, one rearward and one forward, on the officer side of the body in a chrome plated flange.

Each light shall be 11 wide by 9 high by 3 deep, draw 10 amps, and produce 10,491 lumens.

The scene lights shall be wired through the load management system.

**REAR SCENE LIGHTS TO BE ACTIVATED BY REVERSE LIGHT**

QTY: 1

In addition to the cab mounted switch for the rear scene lights, the rear scene lights shall illuminate when the transmission is placed in reverse gear and the apparatus is operating as an emergency vehicle (Primary Warning switch on).

**REAR TRAFFIC WARNING LIGHT**

QTY: 1

One (1) Code 3 Torus, "Narrow Stik" Model # NASLTS539, 40.5" rear directional light shall be installed on the rear of the body.

The light shall be equipped with five (5) lamps.

The light shall be controlled from the cab.

The control module shall be conveniently located near the driver's position.

The rear directional light shall be wired through the load management system of the unit.

**TRAFFIC ADVISOR - RECESSED IN REAR STEP**

QTY: 1

The traffic advisor will be recessed in the rear intermediate step.



**GENERATOR**

QTY: 1

One (1) Harrison MDS Hydraulic Driven Generator rated at 12,000 watts, 100/50 amps, 120/240 VAC, 60Hz, 1-phase shall be provided.

The system shall be designed and assembled by a company with no less than 20 years experience in the manufacture of hydraulic driven generators. The generator shall be tested at the full nameplate rated load prior to shipping and the test report shall be included. The test report shall document the generator's performance at various loads from no load to full load to ensure reliable power delivery at those loads.

The motor/generator shall be placed in a structural steel frame which affords protection to the components and provides a unitized mounting module containing the motor/generator, reservoir, oil cooler, filtration, on/off manifold containing a cross port check valve allowing unit to be started and shut down remotely. The generator shall have a cover consisting of NFPA approved diamond tread plate. A dedicated air intake duct for the alternator and a dedicated air intake duct for the heat exchanger shall be provided on the generator. Both air intake ducts shall be located on the same side of the generator.

The generator shall be a commercial type with a heavy-duty bearing and of brush less design to ensure low maintenance. No brushes or slip rings shall be allowed. The reservoir shall include an oil level sight gauge, oil temperature gauge; fill cap, oil filter, and a venturi boost unit to provide positive pressure to the pump suction port.

The generator and motor shall be close coupled and aligned using a Morse taper with a through bolt to secure the motor to the generator. No two (2) bearing generators shall be used.

The generator system must be able to operate on a Hot Shift PTO and must be able to be used while vehicle is either stationary or in motion.

The hydraulic motor and pump shall be of axial piston design to provide low internal leakage and a high degree of frequency stability. No gear pumps or motors shall be used. The pump shall match the system with the proper orifice, pressure compensator, and load sense settings to provide stable output regardless of engine rpm or electrical load demands. The use of electronics to control the flow shall not be allowed.

The system shall be capable of normal operations using a commonly available ISO 46 hydraulic fluid. All fluid service points shall be in close proximity to the reservoir for ease of scheduled maintenance.

When properly installed, the system shall be warranted for a period of not less than two (2) years or 2000 hours, whichever should come first.

The generator shall be remotely turned on/off by using a 12 VDC switch mounted on the cab dash.

**120 & 240 VOLT WIRING METHODS**

QTY: 1

Wiring/conduit shall not be attached to any chassis suspension components, water or fuel lines, air or air brake lines, fire pump piping, hydraulic lines, exhaust system components or low voltage wiring.

All wiring shall be installed at a minimum of 12 inches away from any exhaust piping and a minimum of 6 inches from any fuel lines.

All wiring shall be securely clamped within 6 inches of any junction box and at a minimum of every 24 inches of run. All supports shall be of nonmetallic material or corrosion protected metal. All supports shall not cut or abrade conduit or cable and shall be mechanically fastened to the vehicle.



All power supply assembly conductors, including neutral and grounding conductors, shall have an equivalent amperage rating and shall be sized to carry not less than 115% of the main breaker rating.

All Type SO or Type SEO cable not installed in a compartment shall be installed in wire loom. Where Type SO or Type SEO cable penetrates a metal surface, a rubber or plastic grommet or bushing shall be provided.

The installation of all 120/240 wiring shall meet the current NFPA-1901 Standards {No Exceptions}.

#### **120/240 VOLT WIRING IDENTIFICATION**

All line voltage conductors located inside the main breaker panel box shall be individually and permanently identified. When pre-wiring for future power wiring installations, the non-terminated ends shall be labeled showing function and wire size.

#### **120/240 VOLT GROUNDING**

The neutral conductor of the power source shall be bonded to the vehicle frame only at the power source.

The grounded current carrying conductor (neutral) shall be insulated from the equipment grounding conductors and from the equipment enclosures and other grounded parts. The neutral conductor shall be colored white or gray.

In addition to the bonding required for the lower voltage return current, each body and driving/crew compartment enclosure shall be bonded to the vehicle frame by a copper conductor. The conductor shall have a minimum amperage rating of 115 percent of the name plate current rating of the power source specification label.

#### **120/240 VOLT CIRCUIT BREAKER / RECEPTACLE INSTALLATION**

The system shall be installed by highly qualified electrical technicians to assure the required level of safety and protection to the fire apparatus operators. When multiple circuit are required, the circuits shall be wired to the breaker panel in a staggered configuration to minimize electrical loads on each breaker or generator (leg) circuit. The wiring, electrical fixtures and components shall be to the highest industry quality standards available on the domestic market. The equipment shall be the type as designed for mobile type installations subject to vibration, moisture and severe continuous usage.

#### **GENERATOR**

QTY: 1

The generator shall be equipped with an additional updraft fan.

#### **GENERATOR LOCATION**

QTY: 1

The generator shall be mounted above the pump enclosure in the center.

Locating the generator greater than 144" from the main breaker panel may require the installation of an additional power disconnecting means.

#### **GENERATOR RUNNING LIGHT**

QTY: 1

A 120 volt generator running light shall be installed on the cab dash.

#### **HARRISON HOT SHIFT PTO**

QTY: 1

A hot shift PTO shall be provided on the transmission for the Harrison generator.



The PTO shall be controlled from the cab. The control shall include a PTO engagement switch and a PTO engaged indicator light.

**PTO GENERATOR CONTROLS @ BREAKER PANEL**

QTY: 1

In addition to cab controls, the generator shall have PTO control adjacent to the circuit breaker panel.

The controls shall also include a green light to indicate the generator is running.

**DIGITAL QUAD METER FOR HARRISON GENERATORS**

QTY: 1

A weatherproof digital Quadra meter containing the volt, amp, and frequency shall be installed near the breaker panel.

**BREAKER PANEL**

QTY: 1

The generator output line conductors shall be wired from the generator output connections to a Square D, model #QO112L125G breaker panel.

The breaker panel shall be equipped with a properly sized main breaker, using two (2) of the twelve (12) spaces which leaves a total of ten (10) available spaces.

The generator output conductors shall be sized to 115% of the main breaker rating and shall be installed as indicated in the wiring section.

**TWELVE (12) GFI BREAKERS IN LIEU OF STANDARD**

QTY: 1

Twelve (12) appropriately sized, 120 volt, GFI ground fault circuit breakers, shall be installed in place of standard circuit breakers.

**BREAKER PANEL LOCATION**

QTY: 1

The breaker panel shall be located on the rear wall of the driver side front compartment.

**RECEPTACLE REAR WHEEL WELL**

QTY: 1

One (1) 120 volt, NEMA L5-20, 20 amp, Single twist-lock receptacle with a grey thermoplastic, corrosion resistant, weatherproof cover shall be installed at the driver side rear wheel well panel.

This receptacle shall require one (1) 20 amp, 120 volt circuit breaker to be installed in the load center.

**RECEPTACLE REAR WHEEL WELL**

QTY: 1

One (1) 120 volt, NEMA L5-20, 20 amp, Single twist-lock receptacle with a grey thermoplastic, corrosion resistant, weatherproof cover shall be installed at the officer side rear wheel well panels.

This receptacle shall require one (1) 20 amp, 120 volt circuit breaker to be installed in the load center.

**NEMA L5-20 SINGLE RECEPTACLES BREAKER PANEL**

QTY: 1

One (1) 120 volt, NEMA L5-20, 20 amp, duplex twist-lock receptacle with a grey thermoplastic, corrosion resistant, weatherproof cover shall be installed adjacent to the circuit breaker panel.

This receptacle shall require one (1) 20 amp, 120 volt circuit breaker to be installed in the load center.

**NEMA L5-20 SINGLE RECEPTACLES BREAKER PANEL**



QTY: 1

One (1) 120 volt, NEMA L5-20, 20 amp, duplex twist-lock receptacle with a grey thermoplastic, corrosion resistant, weatherproof cover shall be installed adjacent to the circuit breaker panel.

This receptacle shall require one (1) 20 amp, 120 volt circuit breaker to be installed in the load center.

**ELECTRIC CORD REEL #1**

QTY: 1

One (1) Hannay Model #ECR-1620-17-18, 120 volt, electric rewind cord reel shall be provided and wired to the breaker panel.

The reel shall be securely mounted and equipped with a rewind control adjacent to the reel.

**ELECTRIC CORD REEL #1 LOCATION**

QTY: 1

The cord reel shall be ceiling mounted in the officer rear compartment.

**ELECTRIC CORD REEL #1 ROLLER**

QTY: 1

A Hannay 4-way stainless steel roller assembly shall be provided. The roller assembly opening shall be the full width of the reel drum.

**ELECTRIC CORD REEL #1 REWIND**

QTY: 1

A reel rewind switch(s) shall be provided adjacent to the reel.

**ELECTRIC CORD REEL #1 CABLE**

QTY: 1

Two hundred (200) feet of Type SO black 12/3 heavy duty electric cable shall be provided on the reel.

**ELECTRIC CORD REEL #1 TERMINATION**

QTY: 1

One (1) NEMA L5-20R, 20 amp, three prong twist-lock receptacle shall be provided on the end of the cable.

**ELECTRIC CORD REEL #1 JUNCTION BOX**

QTY: 1

A Circle-D Model #PF51GFCI-5P, four (4) outlet junction box(es) with one (1) NEMA 5-20R GFCI rated straight blade receptacle and three (3) NEMA L5-20R twist-lock receptacles with 6" pigtail with a NEMA L5-20P twist-lock plug shall be provided.

**ELECTRIC CORD REEL #1 JUNCTION BOX HOLDER**

QTY: 1

A holder(s) constructed from 1/8" aluminum tread plate shall be provided for each cord reel(s) junction box. The location of the holder shall be adjacent to the cord reel roller assembly or as directed by the fire department.

**ELECTRIC CORD REEL #1 CIRCUIT BREAKER**

QTY: 1

The circuit breaker used to protect any device attached to the cord reel shall be sized to the smallest electrical connection used.

**ELECTRIC CORD REEL #1 BALL STOP**

QTY: 1



A cable ball stop(s) shall be installed on the cable to keep the end from passing through the roller assembly.

**ELECTRIC CORD REEL #2**

QTY: 1

One (1) Hannay Model #ECR-1620-17-18, 120 volt, electric rewind cord reel shall be provided and wired to the breaker panel.

The reel shall be securely mounted and equipped with a rewind control adjacent to the reel.

**ELECTRIC CORD REEL #2 LOCATION**

QTY: 1

The cord reel shall be ceiling mounted in the driver rear compartment.

**ELECTRIC CORD REEL #2 ROLLER**

QTY: 1

A Hannay 4-way stainless steel roller assembly shall be provided. The roller assembly opening shall be the full width of the reel drum.

**ELECTRIC CORD REEL #2 REWIND**

QTY: 1

A reel rewind switch(s) shall be provided adjacent to the reel.

**ELECTRIC CORD REEL #2 CABLE**

QTY: 1

Two hundred fifty (250) feet of Type SO yellow 10/3 heavy duty electric cable shall be provided on the reel.

**ELECTRIC CORD REEL #2 TERMINATION**

QTY: 1

One (1) NEMA L5-20R, 20 amp, three prong twist-lock receptacle shall be provided on the end of the cable.

**ELECTRIC CORD REEL #2 JUNCTION BOX**

QTY: 1

A Circle-D Model #PF51GFCI-5P, four (4) outlet junction box(es) with one (1) NEMA 5-20R GFCI rated straight blade receptacle and three (3) NEMA L5-20R twist-lock receptacles with 6" pigtail with a NEMA L5-20P twist-lock plug shall be provided.

**ELECTRIC CORD REEL #2 JUNCTION BOX HOLDER**

QTY: 1

A holder(s) constructed from 1/8" aluminum tread plate shall be provided for each cord reel(s) junction box. The location of the holder shall be adjacent to the cord reel roller assembly or as directed by the fire department.

**ELECTRIC CORD REEL #2 CIRCUIT BREAKER**

QTY: 1

The circuit breaker used to protect any device attached to the cord reel shall be sized to the smallest electrical connection used.

**ELECTRIC CORD REEL #2 BALL STOP**

QTY: 1

A cable ball stop(s) shall be installed on the cable to keep the end from passing through the roller assembly.

**NIGHTSCAN 2.3-600 WHL, 4-150W/120V WHELEN PIONEER**



QTY: 1

A Will-Burt Nightscan 2.3, model NS 2.3-600 WHL surface mounted light tower shall be provided and mounted as specified.

The light tower shall be equipped with four (4) 150-watt, 120-volt Whelen LED spot/flood light fixtures to provide a total of 600 watts of lighting. The light tower uses an RCP (Remote Control Positioner) attached to the top of the tower to allow full rotation and tilt of the light fixtures at any vertical height to ensure total scene coverage above or beside the vehicle. The light tower extends to a maximum height of 7.5 feet from the mounted surface.

The four (4) 150-watt light heads shall require one (1) 120-volt, single pole 15-amp circuit breaker.

The light towers functions including "auto stow," are operated by a pistol grip remote control.

The light tower control shall be mounted in the proximity of the electrical breaker panel.

#### **WIRELESS HANDHELD CONTROLLER IPO STANDARD**

QTY: 1

A wireless hand held controller shall be provided and installed, in place of standard controller, to control the functions of the light tower.

An emergency stop button shall be provided on the junction box, next to where the controller is mounted, for added safety.

#### **BLUE STROBE ON TOP OF LIGHT TOWER MAST**

QTY: 1

A blue position indicating flashing strobe light shall be provided on the top of the light tower mast and shall be wired to automatically activate when the light tower is in use.

#### **LIGHTTOWER LOCATION**

QTY: 1

The light tower shall be mounted on the upper custom cab roof.

#### **PAINTED LIGHT TOWER GUARD**

QTY: 1

The light tower shall be protected by a three sided, painted aluminum box, to protect it from low hanging objects, when the tower is in its stowed position.

#### **DOT HORN**

QTY: 1

A single electric horn activated by the steering wheel horn button shall be furnished.

#### **BACK-UP ALARM**

QTY: 1

A Code 3, model # CA360C, 107dBA back-up alarm, shall be provided and installed at the rear of the apparatus under the tailboard.

The back-up alarm shall activate automatically when the transmission is placed in reverse gear and the ignition is "on."

#### **SINGLE CHROME AIR HORN - GROVER**

QTY: 1

A single Grover chrome plated air horn shall be at the front of the vehicle. The air horn shall be mounted in full compliance with NFPA-1901. The supply line shall be a minimum of 1/4".



**HORN SELECTOR**

QTY: 1

A multi selection button shall be provided in the multiplex screen to activate from the steering wheel horn button one of the following:

- DOT electric horn
- Air horn

**SHUT-OFF VALVE FOR AIR HORN SUPPLY**

QTY: 1

A shut-off valve shall be provided for the air horn supply line.

**SINGLE AIR HORN**

QTY: 1

The air horn shall be recessed in the officer side of the front bumper.

**AIR HORN CONTROL**

QTY: 1

The air horn(s) shall be controlled by a foot switch on the officer's side and the steering horn button on driver's side.

An air horn/electric DOT horn, selector switch shall be furnished on the dash for the drivers steering horn button.

**ELECTRONIC SIREN**

QTY: 1

One (1) Whelen # 295HFS2, 100 watt electronic siren shall be provided featuring: flush mount remote control head recessed in center dash panel as space allows, "Si-Test" self diagnostic feature, six (6) function siren, radio repeat, and public address.

The electronic siren and speaker shall meet the NFPA required SAE certification to ensure compatibility between the siren and speaker.

**WHELEN SA315P SPEAKER**

QTY: 1

One (1) Whelen, model # SA315P composite black siren speaker, shall be provided, recessed in the front bumper and wired to the electronic siren.

**POLISHED STEEL ELECTRONIC SIREN SPEAKER GRILL**

QTY: 1

A custom electric siren speaker grill shall be provided. This grill shall include the KME company logo cut into the center.

**MECHANICAL SIREN**

QTY: 1

One (1) Federal Model #Q2B mechanical siren shall be provided to provide audible warning.

**SIREN LOCATION**

QTY: 1

The Q2B siren shall be semi-recessed into the bumper on the driver's side.

The siren shall be recessed so the front grille portion of the siren is exposed and protruding beyond the bumper.

**SIREN CONTROL - FLOOR SWITCH, DRIVER AND OFFICER**

QTY: 1



Two (2) floor mounted foot switches shall be provided, one (1) for the officer and one (1) for the driver. The Q2B foot switches will be Line Master model 632. The officer side foot switch will be as far outboard as possible. The driver side foot switch will be mounted outboard of the steering column boot. The rear edge of the driver side foot switch will not extend past the rear edge of the steering column boot.

A siren brake button shall be provided near the officer's seating position.

#### **AUTO SIREN CONTROL**

QTY: 1

An adjustable sequential timer switch, Amprite Model #12F-DFA with wire termination, {will/shall} be provided for automatic siren operation. The timer switch {will/shall} be controlled by two (2) rocker switches, one (1) mounted on the driver and officer A/C plenum panel. The switches shall be labeled "AUTO SIREN" and {will/shall} only function when the red emergency lights are activated. There shall be a spare switch provide in between the sirene brake and autop siren switches on each side. Switch configuration shall be as follows:

Forward to back: AUTO SIREN/SPARE/SIREN BRAKE

#### **Q2B ACTIVATION/BRAKE**

QTY: 1

A second push button Q2B activation/brake switch shall be provided on the cab dash near the officers seating position. The top portion of the switch shall activate the Q2B and the lower portion shall activate the brake. Both shall be momentary operation.

#### **SIGTRONICS # EAI-D6-LAC INTERCOM W/4 RADIO**

QTY: 1

A Sigtronics model # EAI-D6-LAC version (allows two PTT button interface) intercom system shall be provided at the forward cab area. The system shall be capable of interfacing with dual two-way radio systems (note: an authorized two-way radio installer shall be responsible for interfacing the intercom system with the two-way radio).

The master station shall be capable of accepting up to six positions (plus exterior positions), and utilize a 12 volt nominal power supply. The intercom system shall include:

Six (6) # SE-8 single plug, behind the head, radio transmit headsets shall be furnished. The headsets shall have adjustable volume, noise canceling electric microphone, adjustable head strap, and a reversible, flex-style boom which rotates for left or right dress. One (1) headset and mounting hook will be shipped loose with the apparatus to be utilized as spares.

A total of five (5) # 800120 head set jacks shall be provided at the required seating positions in the cab. A head set mounting hook shall be provided, adjacent to each interior head set jack location.

Four (4) # 800122 radio transmit switches shall be provided at the required locations in the cab of the unit.

The system as specified shall be completely installed during the manufacturing process, to properly conceal accessories of the intercom system.

Driver side two (2) PTT switches on side of center lower console; officer side two (2) PTT switches on side of center lower console.



The jacks for the outboard forward facing crew seats will be mounted between the outboard and center seats.

No rear tailboard headset jack or PTT switch is to be provided.

One (1) set of gel type ear seals shall be provided for the specified head set(s).

Six (6) # SE-8 single plug, behind the head, radio transmit headsets shall be furnished.

The headsets shall have adjustable volume, noise canceling electric microphone, adjustable head strap, and a reversible, flex-style boom which rotates for left or right dress.

A total of six (6) # 800120 head set jacks shall be provided at the required seating positions in the cab.

One (1) # 800121 exterior head set jack shall be provided for remote mounting at a location to be determined.

A head set mounting hook shall be provided, adjacent to each interior head set jack location.

Three (3) # 800122 radio transmit switches shall be provided at the required locations in the cab or at the exterior area of the unit.

The system as specified shall be completely installed during the manufacturing process, to properly conceal accessories of the intercom system.

#### **WEATHER BAND AM/FM/WX/CD W/ 4 SPEAKERS, WIRELESS R**

QTY: 1

A Weather Band/AM/FM, CD, MP3, Satellite ready player with a wireless remote **shall be recess mounted within the center overhead adjacent to the electronic siren control head.**

**The radio will be a Kenwood model# 5710 and match what was provided on GSO 10588.**

**A dash drawing will be provided for your approval. On this dash approval drawing please provide the location and the cut out size required for any and all two way radios. \*The stereo will be wired battery hot and not thru the main disconnect.**

The speakers shall be located as follows:

- (2) 6 inch mounted in the Front of the cab
- (2) 6 inch mounted in the Rear of the cab

A heavy duty flexible base antenna shall be provided on the cab.

#### **APPARATUS BODY GENERAL DESCRIPTION**

QTY: 1

The body side and compartment assemblies shall be designed and assembled to provide maximum strength and durability under all operating conditions.

Special attention shall be taken to minimize rust on all fabricated parts and structural members of the body. All bolt-on components shall be provided with a dissimilar metals isolation barrier to prevent electric corrosion. The body design shall also incorporate removable panels to access spring hangers, rear body mounts and fuel tank sending units.



The body shall be an all Heliarc welded construction for maximum strength and integrity for the entire life of the apparatus. The body assembly shall be a single unit completely isolated from the cab.

#### **COATED FASTENERS**

QTY: 1

All exterior fasteners shall be coated stainless steel screws. Screw threads shall be coated with reusable, self-locking, sealing material to provide vibration resistance. Screw heads shall be coated with a sealing element to prevent galvanic corrosion between dissimilar metals. Non-coated screws shall only be provided as part of vendor supplied component installations. There will be no exceptions.

#### **COMPARTMENT LOUVERS**

QTY: 1

Ventilation between compartments to atmosphere shall be provided and located to avoid water entry into compartments.

#### **ACCESS PANELS**

QTY: 1

Removable access panels shall be provided (if applicable) to access fuel tank sender, electrical junction compartment and rear body mounts.

Protective panels shall be located in the rear compartments providing access to the lights and associated wiring.

The covers shall also serve as protective covers to prevent inadvertent damage to lights or wiring from tools or equipment located in the compartment.

#### **BODY 3/16" ALUMINUM; WALK AROUND RESCUE**

QTY: 1

All compartment panels and body side sheets shall be entirely 3/16" aluminum (5052-H32). Each side compartment assembly shall be both plug welded and stitch welded to ensure proper weld penetration on all panels while avoiding the possible warping caused by a full seam weld. The side compartments shall be welded on a fixture to ensure true body dimensions of all door openings. The side compartments and body side panels are then set into a body squaring fixture where the super structure is installed and the entire body is aligned to be completely symmetrical. The super structure is then welded to the compartment side panels and reinforcement plates are inserted which allows the compartment panels to become an integral component of the body support structure. A full seam weld shall not be used due to the applied heat which could distort sheet metal and remove the protective coating from the perimeter of the welded area. All seams shall be caulked prior to finish paint to ensure proper compartment seal.

#### **SUPER STRUCTURE FOR 3/16" ALUMINUM BODY**

QTY: 1

The body superstructure shall be an all welded configuration utilizing a combination of 3" x 1-1/2" 6061-T6 thick walled structural tubing and 6061 structural channel.

This structure shall be designed to totally support the full length and width of the body and shall be welded to the body side compartments by use of reinforcement plates to incorporate the compartments into an integral part of the body weldment.

The superstructure shall be bolted to the sides of the chassis frame at four (4) points.

#### **STEPPING, STANDING, WALKING SURFACES**

All stepping, standing, and walking surfaces on the body shall meet NFPA #1901 anti-slip standards. Aluminum tread plate utilized for stepping, standing, and walking surfaces shall be ALCOA No Slip type. Upon request by the Purchaser, the manufacturer shall supply proof of compliance with this requirement.



**CENTER TANDEM STORAGE**

QTY: 1

A storage compartment will be inserted into the center of each tandem body fender. The compartment will be an open storage area, sized as tall and wide as possible and a minimum of 26" deep. The compartment shall be enclosed by a drop down door painted to match the primary body color, with a single point latch and hinge. The back side of the door shall have a section of Nylatron installed to protect the door surface from the items stored in the compartment. This compartment shall be tied into the compartment door ajar/do not move apparatus warning system.

This compartment shall be tied into the compartment door ajar/do not move apparatus warning system.

**FENDER WITH STORAGE OPTIONS (CUSTOM)**

QTY: 1

**DRIVER FORWARD FENDER - TRIPLE STORAGE SLOT**

QTY: 1

A storage compartment shall be inserted into the fender to provide a storage area for three (3) customer supplied SCBA cylinders (or fire extinguishers of similar size).

The storage area shall be sized as tall and wide as possible in the fender (minimum of 14" wide x 15" tall with an angled floor by fender radius), and shall be 26" deep.

The compartment shall have a non-abrasive lined cradle storage area for each of the three (3) devices.

This storage compartment shall provide a minimum of 2.3 cubic feet of storage space.

**DRIVER REARWARD FENDER - TRIPLE STORAGE SLOT**

QTY: 1

A storage compartment shall be inserted into the fender to provide a storage area for three (3) customer supplied SCBA cylinders (or fire extinguishers of similar size).

The storage area shall be sized as tall and wide as possible in the fender (minimum of 14" wide x 15" tall with an angled floor by fender radius), and shall be 26" deep.

The compartment shall have a non-abrasive lined cradle storage area for each of the three (3) devices.

This storage compartment shall provide a minimum of 2.3 cubic feet of storage space.

**OFFICER FORWARD FENDER - TRIPLE STORAGE SLOT**

QTY: 1

A storage compartment shall be inserted into the fender to provide a storage area for three (3) customer supplied SCBA cylinders (or fire extinguishers of similar size).

The storage area shall be sized as tall and wide as possible in the fender (minimum of 14" wide x 15" tall with an angled floor by fender radius), and shall be 26" deep.

The compartment shall have a non-abrasive lined cradle storage area for each of the three (3) devices.

This storage compartment shall provide a minimum of 2.3 cubic feet of storage space.

**OFFICER REARWARD FENDER - OPEN STORAGE AREA**

QTY: 1

A storage compartment shall be inserted into the fender to provide an open storage area for customer supplied devices such as salvage tarps, rope bags, wheel chocks, etc.



The storage area shall be sized as tall and wide as possible in the fender (minimum of 14" wide x 15" tall with an angled floor by fender radius), and shall be 26" deep.

This storage compartment shall provide a minimum of 2.3 cubic feet of storage space.

**FENDER STORAGE COMPARTMENTS - POLISHED DOORS**

QTY: 1

The fender storage area(s) shall be enclosed by a hinged door fabricated from mirror finish stainless steel.

The back side of the door shall have a section of Nylatron installed to protect the door surface from the items stored in the compartment.

Each door shall be tied into the compartment door ajar/do not move apparatus warning system.

Each fender storage compartment door will be equipped with 3M model #1333 rubber "D" style door seal.

There will be no exceptions.

**ROLL-UP FIVE (5) COMPARTMENT WALK AROUND, TA**

QTY: 1

**FIVE (5) COMPARTMENT WALK AROUND DIMENSIONS**

QTY: 1

**COMPARTMENT-1, 60" WIDTH, ROLL-UP**

**COMPARTMENT-2, 60" WIDTH, ROLL-UP**

**COMPARTMENT-3, 55" WIDTH, ROLL-UP, OA**

**COMPARTMENT-4, 53" WIDTH, ROLL-UP, OA**

**COMPARTMENT-5, 48" WIDTH, ROLL-UP**

**L-1/R-1, 60" COMPARTMENT**

COMPARTMENT #1

72" high x 63 1/4" wide x 29" deep

Roll-up door

Door opening: 68" high x 60" wide

**COMPARTMENT L-1/R-1 TRANSVERSE**

Compartment L-1 and R-1 shall be transverse.

**L-2/R-1, 60" COMPARTMENT**

COMPARTMENT #2



72" high x 62 1/8" wide x 29" deep  
Roll-up door  
Door opening: 68" high x 60" wide

**COMPARTMENT L-2/R-2 TRANSVERSE**

Compartment L-2 and R-2 shall be transverse over the frame rails.

**L-3/R-3, 55" COMPARTMENT**

COMPARTMENT #3  
39 3/4" high x 59-1/2" wide x 29" deep  
Roll-up door  
Door opening: 36" high x 58" wide

**COMPARTMENT L-3/R-3 TRANSVERSE**

Compartment L-3 and R-3 shall be transverse over the frame rails.

**L-4/R-4, 55" COMPARTMENT**

COMPARTMENT #4  
39 3/4" high x 59-1/2" wide x 29" deep  
Roll-up door  
Door opening: 36" high x 58" wide

**COMPARTMENT L-4/R-4 NON TRANSVERSE**

Compartment L-4 and R-4 shall be 29" deep.

**L-5/R-5, 48" COMPARTMENT**

COMPARTMENT #5  
72" high x 51 1/4" wide x 29" deep  
Roll-up door  
Door opening: 68" high x 48" wide

**COMPARTMENT L-5/R-5 NON TRANSVERSE**

Compartment L-5 and R-5 shall be 29" deep.

**REAR COMPARTMENT**

QTY: 1

A rear compartment measuring 42" wide with a minimum height of 47-3/4" and a depth equal to the width of the rearmost compartment which is NOT Transverse.

**ROLL-UP DOORS**

QTY: 1

Roll-up doors shall be provided on all compartments.



The roll-up doors shall be constructed from aluminum extruded slats which shall have a flexible seal between each slat for proper sealing of the door.

A synthetic rubber seal shall be provided at each side, top and bottom edge of the door to prevent entry of dirt into the compartment.

The door shall be equipped with a lift bar style latch mechanism which shall latch at the bottom of the door mounting extrusion.

The roll-up door assembly shall be furnished with a spring-loaded, counter balance assembly to assist in door actuation.

All running board and high side compartments shall be equipped with roll-up doors.

**PULL DOWN STRAPS FOR ALL BODY DOORS**

QTY: 1

Straps to assist in closing all body doors shall be provided.

**AMDOR ROLL-UP DOORS, PAINTED FINISH**

QTY: 11

The roll-up doors shall be made of Amdor brand. The doors shall be painted to match the required color of the fire department.

**PAINTED ROLLUP DOORS - PAINTED CURTAIN, TOP GUTTER**

QTY: 11

The top gutter and side frames shall be painted to match the required color of the fire department.

**PROTECTION PANELS FOR ROLL-UP DOORS, BRUSHED ALUM**

QTY: 1

A protection panels shall be provided at the top of the body exterior compartments fitted with roll-up doors.

The panels shall be installed below the roll-up area to prevent possible damage to the roll-up door by misplaced equipment.

Each protection panel shall be bolted in place and have a brushed aluminum finish.

**ROLLUP PROTECTION PANELS ON 11 BODY DOORS**

QTY: 1

Eleven (11) rollup door protection panels shall be installed.

**KEYED DOOR LOCKS, HINGED OR ROLL-UP DOORS**

QTY: 11

A compartment door(s) shall be equipped with keyed locking door latches.

Two keys shall be furnished for each lock and shall be labeled to indicate the correct match.

**KEY MODEL #1250**

QTY: 11

The specified door lock cylinder shall be equipped with a #1250 key.

**PULL DOWN STRAPS FOR ROLL-UP DOORS**

QTY: 11

Pull straps shall be provided for all roll-up doors.



**SWEEP-OUT COMPARTMENTS (NON-AERIALS)**

QTY: 1

Compartment floors shall be welded to the compartment walls and have a sweep out design for easy cleaning.

Compartments with hinged doors shall have the door opening flanges bend down to produce the sweep-out design.

Compartments with roll-up style doors shall have the external floor flange stepped down, 1/2" high x 2" deep, to produce a sealing surface for the roll-up doors below the compartment floor. The sweep out design shall also permit easy cleaning.

**ROOF COMP'TS W/ FORWARD COMPARTMENT**

QTY: 1

Roof hatch style compartments shall be provided on both sides of the body, with a center walkway aisle.

A transverse roof compartment forward of the longitudinal roof compartments will be provided.

Compartment will be full body width X 30" long X Full Depth.

A tread plate overlay will be provided on the light tower well floor to meet NFPA 1901 standards for walking surfaces. A 1/8" aluminum panel will be provided on the outer walls to act as both a wire cover and double wall to protect the body side sheet. The Light tower will be installed on an approximate 3" riser in the event the drains become blocked.

The compartments located rearward of the light tower well shall be labeled R-1 through R-4 starting with R-1 at the left front, R-2 left rear, R-3 right front, R-4 right rear.

Each roof compartment shall be a maximum 27" deep (left to right). The compartment height (max. depth of 32") is dependent on the overall height limitation of the vehicle.

Each roof compartment shall be equipped with an overlapping hinged lift up tread plate door. These doors shall be constructed of 3/16" tread plate with a 15° break on all sides. An "L" handle latch shall be provided with an automotive 2-point slam latch.

The roof shall be equipped with two (2) Roof Integrated Drains (RID). This shall consist of a full length channel running on each side of the body just below floor. The channel shall be access with slots and route the water to the front and rear of the body where it will drain to the ground in enclosed channels. This system shall allow full drainage of the upper compartments and roof area and allow the roof area to be washed down allowing debris to pass to the ground.

The walkway floor support shall consist of a 3" x 1-1/2" channel welded full length to the back side of the compartment walls with cross supports welded on 16" centers. A 1/8" tread plate walkway floor shall be provided. The walkway sides shall be .063" aluminum diamond plate.

**UPPER BODY LUMBER STORAGE COMPARTMENTS**

QTY: 1

A tread plate storage area will be provided on each side of the upper walkway. The storage compartments shall be 12" wide while leaving an adequate walkway. The compartment will be the same height as the coffin compartments. The compartment will have 2 outboard-hinged doors on top and a hinged inboard opening door on the rear. The storage compartments shall be 12' in length.

**REAR MUD FLAPS - NO LOGO**

QTY: 1

Heavy duty mud flaps with NO logo shall be provided behind the rear wheels.

**UPPER BODY TIE OFFS-RECESSED CHROME EYELETS 9,000#**

QTY: 1

Four (4) chrome plated steel eyebolts shall be provided and bolted to the upper body sides, (2) on each side. One shall be located at the front body area above the side compartments and one shall be located at the rear body area above the side compartments. The eyebolts shall have a 2" inside diameter and be rated for a 9,000 lb. straight line pull. The eyebolts will be mounted within a recessed pocket to minimize the protrusion of the eyebolts off the side of the body. The recessed pocket interior and an approxiamte 1"



wide flange around pocket opening on the body face shall be provided with a brushed finish stainless steel overlay protection panel.

The anchor points shall be designed and mounted to provide a maximum 9,000 lb. no-yield condition straight line pull at each location. A red engraved tag listing the maximum 9,000 lb. straight line pull shall be provided at each location.

#### **WINCH RECEIVER POINT - REAR OF BODY**

QTY: 1

A 2" square receiver point shall be provided below the rear of the body for a portable winch. The receiver point shall be a 2 1/2" x 2 1/2" x 1/4" seamless steel tube welded and gusseted to 3" x 1 1/2" steel channel directly bolted to four points on the chassis frame rails. A 12v electrical connection with a quick disconnect compatible with the portable winch shall be provided adjacent to the receiver point. A plastic end cap shall be provided for the quick disconnect.

#### **WINCH RECEIVER POINT - EACH SIDE OF BODY**

QTY: 1

A 2" square receiver point shall be provided beneath the rub rail toward each side of the Rescue body for a portable winch. The receiver point shall be a 2 1/2" x 2 1/2" x 1/4" full width of body seamless steel tube welded and gusseted to 3" x 1 1/2" steel channel directly bolted to four points on the chassis frame rails. A 12v electrical connection with a quick disconnect compatible with the portable winch shall be provided adjacent to the receiver point. A plastic end cap shall be provided for the quick disconnect.

#### **GIRARD ARMLESS AWNING FULL LENGTH DRIVER SIDE (5 C**

QTY: 1

A fully retractable Girard RV style awning shall be installed on the Driver's side of the apparatus. The awning shall have lateral arm side rails to eliminate side support arms. The awning shall have a motorized operation utilizing a 110v motor, the motor shall be housed in the roller tube to protect it from the elements. The wind sensing monitor shall be provided to retract the awning in high wind events. A manual crank shall be provided in the event of a power failure. Color of the enclosure shall be white.

#### **RECESSED POCKET FOR ARMLESS AWNING- DRIVER SIDE**

QTY: 1

A recessed pocket, full length of the awning shall be provided directly above the side body compartments on the Driver side of the apparatus to protect the awning from damage.

#### **GIRARD ARMLESS AWNING FULL LENGTH OFFICER SIDE (5**

QTY: 1

##### **AWNING-ARMLESS RV STYLE**

A fully retractable Girard RV style awning shall be installed on the Passenger side of the apparatus. The awning shall have lateral arm side rails to eliminate side support arms. The awning shall have a motorized operation utilizing a 110v motor, the motor shall be housed in the roller tube to protect it from the elements. The wind sensing monitor shall be provided to retract the awning in high wind events. A manual crank shall be provided in the event of a power failure. Color of the enclosure shall be white.

#### **RECESSED POCKET FOR ARMLESS AWNING- PASSENGER SIDE**

QTY: 1

A recessed pocket, full length of the awning shall be provided directly above the side body compartments on the Passenger side of the apparatus to protect the awning from damage.

#### **ZICO ROOF ACCESS LADDER**

QTY: 1

##### **ZICO FOLDING ROOF ACCESS LADDER**

A Zico RL-2-6 Quic-Ladder, swing out down vehicle ladder shall be provided on the right rear body corner. The ladder shall store parallel to the body. A spring loaded locking handle shall keep the ladder



stored to the body. Releasing the lock shall allow the ladder to pull out to allow for climbing at a comfortable and safe angle. The ladder shall automatically latch and will not retract until the scissor lock is raised.

The standard configuration has a two-rung fold-down section and a six-rung main ladder section. All rungs are cast aluminum with a flat nonskid surface for traction and safety. Handrails shall be 1 1/4" heavy walled aluminum tubing, which provides a firm gripping surface.

#### **STAINLESS STEEL SILL PROTECTORS, HIGH SIDE COMPTS**

QTY: 1

A 90 deg angle door sill protector, fabricated from 18 gauge brushed finish stainless steel shall be installed on the bottom external edge of each high side compartment door opening to protect this area from paint chipping.

#### **DRIP MOLDING-ALUMINUM BODY**

QTY: 1

Drip molding shall be provided directly over all of the compartment doors.

#### **BRUSHED STAINLESS STEEL FRONT BODY OVERLAY**

QTY: 1

The front face of the body side compartments, including the entire forward area of the body, shall be overlaid with a brushed stainless steel, full height protection panel.

#### **TREAD PLATE OVERLAY, REAR WHEEL WELL, SINGLE AXLE**

QTY: 1

The rear wheel well panel shall be overlaid with aluminum tread plate for added protection against damage.

#### **BODY RUB RAILS, C-CHANNEL**

QTY: 1

Sacrificial brushed stainless steel C-Channel style, rub rails shall be mounted at the base of the body, extending outward from the body. The rub rails shall extend the full length of the main body. Rub rails shall be bolted to the body from the bottom side of the compartment area so it does not damage the body side panels on initial impact and provide easy replacement.

#### **ALUMINUM WHEEL WELL LINERS**

QTY: 1

The body wheel wells shall be provided with fully removable bolt-in aluminum fender liners. The wheel well liners shall extend from the outer wheel well body panel into the truck frame. The completely washable wheel well liners shall be designed to protect the front and rear compartments and main body supports from road salts, dirt accumulation and corrosion.

#### **POLISHED ALUMINUM FENDERETTES, TANDEM AXLE BODIES**

QTY: 1

The rear fenders shall be equipped with easily replaceable, polished extruded aluminum fenderettes.

The fenderettes shall be equipped with a rubber gasket molding between the body panel and the fenderette.

#### **8" REAR TAILBOARD - RESCUE**

QTY: 1

##### **REAR BUMPER**

An 8" rear bumper shall be provided at the rear of the body for protection. The framework shall and shall be integral to the sub frame with a bolt on tread plate overlay to allow for ease of replacement or repair. The bumper shall be fabricated from aluminum tread plate with mitered corners to prevent snagging.



**INTERMEDIATE REAR STEP, 10" X 48" BOLT-ON**

QTY: 1

A ten (10) inch deep, bolt on intermediate rear step, fabricated from 3/16" aluminum tread plate, shall be installed.

The step shall be approximately 10" deep x 48" wide.

**GRAB RAILS, KNURLED ALUMINUM EXTRUSION**

QTY: 1

All hand rails shall be 1-1/4" outer diameter, knurled bright anodized aluminum extrusion, designed to meet NFPA 1901 requirements.

Molded gaskets shall be installed between the handrail stanchion castings and body surfaces to prevent electrolytic reaction between dissimilar metals and to protect paint.

Grab rails shall be provided at the following specified locations.

Additional grab rails shall be provided adjacent to any additional steps specified to comply with NFPA 1901.

**TWO (2) VERTICAL RAILS ON REAR**

QTY: 1

Two (2) vertical rails shall be mounted on the rear edge of the beavertails, one (1) each side.

**PAINTED REAR TOW EYES, BELOW BODY**

QTY: 1

Two (2) painted tow eyes shall be furnished on the rear of the vehicle. The tow eyes shall be made from plate steel and shall be bolted directly to the chassis frame rails with grade 8 bolts. The tow eyes will extend below the body. The tow eyes shall be smooth and free from sharp edges. They will have a minimum eyelet hole of 2-1/2". The tow eyes shall be painted.

**WARN 9000# PORTABLE WINCH**

QTY: 1

A Warn model # 37441, XD9000i, 9000 lb. portable electric winch shall be provided to mount in the specified winch receivers. The winch shall be equipped with the portable framework, 12v quick connection, an automatic, direct drive cone brake, heavy duty thermally protected series wound industrial electric motor and a hardened steel 3-stage planetary gear train.

A 12' remote control head shall be provided with the remote plug mounted directly on the winch housing.

The winch shall be equipped with 125' of 5/16" EIPS industrial grade wire rope, including hook. A four way fair lead roller assembly shall be provided at the winch opening.

The winch shall meet all SAE J706 requirements as outlined NFPA -1901.

**LITTLE GIANT LADDER MODEL 17 (9'-15')**

QTY: 1

A Little Giant model 17 ladder system with mounting hardware shall be provided. This ladder has an extension height ranging from 9'-0" to 15'-0"

**CRIBBING COMP'T DRIVER SIDE W/ DROP DOWN DOOR (#25)**

QTY: 1

**CRIBBING COMPARTMENT (DRIVER SIDE)**

One (1) under body cribbing compartment shall be installed under the driver side of the body ahead of the rear wheels. The compartment shall have a #250 capacity, slide out tray equipped with Grant roller bearing slides. An aluminum tread plate door shall be fastened to the roll-out tray. A D-ring handle with a two (2) point latch shall be provided to secure the assembly in the closed position. The compartment shall be 10" H x 48" W. Depth will be as deep as possible, up to a maximum of 30".



**CRIBBING COMP'T OFFICER SIDE W/ DROP DOWN DOOR (#2)**

QTY: 1

**CRIBBING COMPARTMENT (OFFICER SIDE)**

One (1) under body cribbing compartment shall be installed under the officer side of the body ahead of the rear wheels. The compartment shall have a #250 capacity, slide out tray equipped with roller bearing slides. An aluminum tread plate door shall be fastened to the roll-out tray. A D-ring handle and two (2) point latches shall be provided to secure the tray in the closed position. The compartment shall be 10" H x 48" W. Depth will be as deep as possible, up to a maximum of 30".

**ADJUSTABLE SHELF DESCRIPTION - RESCUE**

QTY: 1

Compartment shelving shall be constructed of 3/16" brush finish aluminum with a 2" upward bend at front and rear, and side supports. Shelving shall be vertically adjustable with spring nuts in aluminum strut channel.

Adjustable shelves shall be located as indicated at each compartment description.

**ADJUSTABLE SHELF(S) LOCATED L-2**

QTY: 2

Located in the left side compartment #2

**ADJUSTABLE SHELF(S) LOCATED L-4**

QTY: 1

Located in the left side compartment #4

**ADJUSTABLE SHELF(S) LOCATED R-2**

QTY: 2

Located in the right side compartment #2

**ADJUSTABLE SHELF(S) LOCATED R-4**

QTY: 1

Located in the right side compartment #4

**ADJUSTABLE SHELF(S) LOCATED R-5**

QTY: 2

Located in the right side compartment #5

**TRANSVERSE ADJUSTABLE SHELF DESCRIPTION**

QTY: 1

Transverse compartment shelving shall consist of 3/16" brushed finish aluminum, with a 2" lip on all four (4) sides. The shelving shall be vertically adjustable by mounting in heavy duty aluminum Unistrut "C" channel tracking material, securely fastened to the transverse compartment walls.

Transverse adjustable shelving shall be as indicated at each compartment description.

**TRANSVERSE ADJUST SHELF LOCATED, L-3/R-3**

QTY: 2

Located in the left/right compartment #3

**TRANSVERSE ADJUST SHELF LOCATED, L-3/R-3**

QTY: 1

Located in the left/right compartment #3

**250#, FLOOR MOUNTED, ROLLOUT TRAY DESCRIPTION**

QTY: 1



Slide out floor mount compartment shelving shall be constructed of 3/16" brush finish aluminum with a 2" upward bend at front and rear, and side supports attached to #250 rated slides. Slide out floor mount shelving shall have gas shocks to hold the tray in and out.

Slide out floor mount shelving shall be as indicated at each compartment description.

**ROLLOUT TRAY, LOCATED L-1**

QTY: 2

Located in the left side compartment #1

**ROLLOUT TRAY, LOCATED R-1**

QTY: 2

Located in the right side compartment #1

**600#, FLOOR MOUNTED, ROLLOUT TRAY DESC. 100% - RES**

QTY: 1

Floor mounted roll-out trays shall consist of heavy duty, roller bearing slide tracks with a load rating of 600 pounds, securely fastened to the compartment floor. The slide shall have a pull type latch to secure the slide in the desired position. The slide tracks shall have a 100% extension.

The tray shall be fabricated from 3/16" brushed aluminum with a minimum 2" high flange on each of the four sides to assist in retaining the equipment stored on each tray.

The 600 pound floor mounted roll out trays shall be as indicated at each compartment description.

**600# SLIDEMASTER ROLLOUT TRAY, LOCATED L-2 - 100%**

QTY: 1

Located in the left side compartment #2

**600# SLIDEMASTER ROLLOUT TRAY, LOCATED R-2 - 100%**

QTY: 1

Located in the right side compartment #2

**600# SLIDEMASTER ROLLOUT TRAY, LOCATED R-5 - 100%**

QTY: 1

Located in the right side compartment #5

**DRI-DEK MATERIAL ON ALL COMPARTMENT FLOORS**

QTY: 1

Dri-Dek brand floor material shall be installed on all compartment floors.

The Dri-Dek shall be custom installed to provide full floor coverage.

**FLOORING MATERIAL ON SHELF(S) OR TR**

QTY: 25

Floor matting material shall be provided on the noted quantity of specified shelves or roll-out trays.

**FLOORING MATERIAL COLOR (BLACK IS DEFAULT)**

QTY: 1

The compartment flooring color shall be black.

**ROLL-OUT/ DROP DOWN ADJUSTABLE TRAY - RESCUE**

QTY: 1

The roll out/tilt tray shall consist of a 3/16" brushed aluminum finished aluminum tray with a minimum 2" lip on all four sides. Heavy duty aluminum Unistrut "C" channel tracking material shall be utilized to securely fasten the slide tracks to the compartment walls, while allowing height adjustment.



The slide mechanism shall consist of a low-weight high-strength plastic to create a robust front bracket to support the aluminum tray. The rear of the tip down tray shall be mounted on a slider with an integral pivot plate. This slider and pivot plate shall be mounted inside an aluminum rail for maximum strength. The tray shall be released from the stowed position with the use of a push button and shall be capable of auto latching to the stowed position. The front handle/latch shall be designed with a double hand hold to control the tray when deployed or stowed. The roll out/tilt tray shall be rated for 330# capacity.

Roll out/Tilt trays be as indicated at each compartment description.

**ROLLOUT DROP DOWN TRAY, LOCATED L-1**

QTY: 2

Located in the left side compartment #1

**ROLLOUT DROP DOWN TRAY, LOCATED L-2**

QTY: 1

Located in the left side compartment #2

**ROLLOUT DROP DOWN TRAY, LOCATED R-1**

QTY: 2

Located in the right side compartment #1

**ROLLOUT DROP DOWN TRAY, LOCATED R-2**

QTY: 1

Located in the right side compartment #2

**ROLLOUT DROP DOWN TRAY, LOCATED R-5**

QTY: 1

Located in the right side compartment #5

**VERTICAL PULL OUT TOOL BOARD, PACTRAC DOUBLE FACED**

QTY: 1

Vertical Pull Out Tool Board, Pactrac Double Faced Extrusion - Rescue

**VERTICAL PULL OUT TOOL BOARD(S) LOCATED L-2 (RESCU**

QTY: 1

Vertical Pull Out Tool Board(S) Located L-2 (Rescue Only)

**VERTICAL PULL OUT TOOL BOARD(S) LOCATED R-2 (RESCU**

QTY: 1

Located in the right side compartment #2

**FIXED VERTICAL DIVIDERS DESCRIPTION - RESCUE**

QTY: 1

Full height, fixed mounted, vertical compartment dividers shall be fabricated from 3/16" brushed aluminum material. The dividers shall extend the full depth of the specified compartment from the floor to the compartment ceiling.

Full height, vertical dividers shall be as indicated at each compartment description.

**FIXED VERTICAL DIVIDER, LOCATED L-1**

QTY: 1

Located in the left side compartment #1

**FIXED VERTICAL DIVIDER, LOCATED R-1**

QTY: 1

Located in the right side compartment #1



**LOW PRESSURE BREATHING AIR REEL #1**

QTY: 1

LOW PRESSURE BREATHING AIR REEL-PLUMBED TO THE AIR STORAGE BOTTLES

**HANNAY #EFL-1518-17-18 ELEC. REW. AIR REEL- LP BR**

QTY: 1

Low pressure breathing reel #1 will be a Hannay Model #EFL-1518-17-18 electric rewind air hose reel will be provided and plumbed to the onboard storage system. Maximum working pressure will be 300 PSI.

**FOUR (4) 6000 PSI DOT STORAGE BOTTLES**

QTY: 1

The cascade system shall be provided with an air storage system consisting of:

Four (4) 6,000 psi UN / ISO DOT air storage receivers. Each receiver shall be permanently stamped or identified in accordance with DOT regulations.

Each cylinder shall have a working pressure of 6,000 psi with a 2.4:1 safety factor. The nominal capacity of each receiver shall be 509 cu.ft. at 6,000 psi, 70 degrees F.

Each receiver shall have a shutoff valve. There shall be a label, external of the bottle which reads, "HIGH PRESSURE -6,000 psi BREATHING AIR".

The air cylinders shall be securely mounted at both ends. The mounting system shall be designed to withstand severe service to be expected of this type of apparatus.

**DOT BOTTLE(S)**

QTY: 1

STORAGE BOTTLE(S) - DOT

**STORAGE BOTTLE LOCATION OVER REAR AXLE, BELOW TRAN**

QTY: 1

Location of the bottle(s) shall be directly above the body sub frame and below the transverse floor of the compartment above the rear axle. Access shall be provided through an easily removable panel at the front of the REAR compartment and a removable panel, forward of the storage bottles.

**TWO POSITION CONTAINMENT FILL STATION**

QTY: 1

CONTAINMENT FILLING STATION - TWO (2) POSITION

**APPLETON SPACE SAVER FILL STATION**

QTY: 1

The fill enclosure shall be an Appleton Space Saver, designed for mobile applications and have the ability to fill two (2) SCBA or SCUBA cylinders, either simultaneously or individually. A prototype of the fill station must have been tested under NFPA-1901 guide lines. A certification certificate shall be available upon request.

The unit shall be constructed of .25 inch plate steel. The fill enclosure door is constructed of .25 inch stainless steel. The cylinder holders shall be lined with a material to protect each cylinder from abrasion. Access to the enclosure for filling cylinders shall be through a manually operated slide-up door and tilt out bottle holder. Three (3) gas filled springs shall be provided to assist in the operation of the fill station door and cylinder holders. A mechanical twist latch shall be provided to secure the door in the closed position. The loading position from a standard truck compartment floor to the center of the bottle valve shall be approximately 13.6 inches in the lower holder and 23.5 inches in the upper holder. The maximum length of either a SCBA or SCUBA bottle with the valve and fill adapter is 29 inches. An automatic, air operated, safety interlock system shall be provided to prevent the accidental filling of a cylinder until the door is completely closed and latched. Two fill hoses shall be provided, each with stainless steel SCBA fill adaptors, and bleeder on/off valves shall also be provided and located inside the fill enclosure.

The fill station shall be designed so if a cylinder should rupture, rapidly expanding air is vented through an opening in the bottom of the enclosure and out through the compartment floor. A breakaway rubber seal shall be provided to seal the compartment floor. The fill station shall be designed to conserve space and



shall not exceed the following dimensions: 13.5" inches wide by 43" inches high by 23.5" inches deep.

Note: the fill station door shall not exceed 53 inches high with the door in the open position. The fill station shall not exceed 425 pounds.

#### **FILL STATION CONTROL PANEL**

QTY: 1

##### **FILL CONTROL PANEL**

The cascade air system fill control system shall include a control panel with all components, devices and piping necessary to provide breathing air from the storage cylinders to the SCBA bottles being filled. The control panel shall be custom fabricated from stainless steel.

The fill control system shall be designed for the number of storage banks listed above. The system shall permit filling or drawing down each air storage cylinder, independently of each other, while filling SCBA/SCUBA cylinders. The system shall allow regulating the fill pressure into any SCBA cylinder to prevent over-pressurization. A regulated air outlet gauge shall be provided downstream of the regulator to view the regulated pressure.

All gauges provided shall all be liquid filled, 2 1/2", 0-7500 psi. Valves shall be 6000 psi working pressure, soft seat type. The adjustable pressure regulator shall be a one handed, self relieving, 6000 psi type.

At a minimum, the fill control panel shall include the following:

Air storage fill, CGA inlet fitting and control valve

Storage bottle gauge(s) and control valve(s)

Adjustable, self relieving regulator

Regulator outlet pressure gauge

SCBA cylinder(s) fill control valve

SCBA cylinder(s) fill pressure gauge

All panel components shall be clearly marked with permanently affixed, engraved nameplates.

#### **FILL STATION LOCATION IN COMPARTMENT L5**

QTY: 1

The cascade containment fill station shall be located in Compartment L5.

#### **300 FEET OF 3/8" LP BREATHING AIR HOSE #1**

QTY: 1

The specification for the hose is as follows:

Length of hose: 300'

Inside diameter: 3/8"

Outside diameter: 5/8"

Working pressure: 250 PSI

Burst pressure: 2500 PSI

Color: Yellow

#### **ADJ. REGULATOR AT THE REEL- LP BREATHING AIR #1**

QTY: 1

The control panel for the low pressure breathing air reel be located near the reel. The panel be fabricated from stainless steel and be securely mounted. Provided on the panel be an inlet gauge, adjustable regulator and an outlet gauge. The regulator be capable of controlling the pressure between 0-300 psi. The reel shut off valve be located at the main cascade panel.

#### **LP BREATHING REEL #1 HIGH MOUNT- COMPARTMENT R5**

QTY: 1

Low pressure breathing reel #1 be mounted in the upper portion of Compartment R5, ceiling or rear wall mounted as space allows.

#### **STAINLESS STEEL ROLLER ASSEMBLY-BOLTED TO REEL #1**

QTY: 1



A Hannay, model 4-way stainless steel roller assembly will be provided on the specified low pressure breathing reel #1. The roller assembly opening be the full width of the reel drum. Support brackets for the roller assembly will be bolted to the reel.

**BALL STOP ON END OF CABLE**

QTY: 1

A cable ball stop will be installed on the cable to keep the end from passing through the roller assembly.

**REEL REWIND SWITCH - ADJACENT TO THE REEL**

QTY: 1

A reel rewind switch(s) will be provided adjacent to the reel.

**GENERAL PAINT DESCRIPTION**

QTY: 1

The apparatus body shall be painted with Sikkens paint product. The paint process shall meet or exceed current state regulations concerning paint operations. Pollution control shall include measures to protect the atmosphere, water, and soil. Contractor shall, upon demand, provide evidence that the manufacturing facility is in compliance with State EPA rules and regulations.

The exterior shall have no mounted components prior to painting to assure full coverage of metal treatments and paint to the exterior surfaces of the body. Any vertically or horizontally hinged smooth-plate compartment doors shall be painted separately to assure proper paint coverage on body, door jambs and door edges.

Paint process shall feature Sikkens high solid LV products and be performed in the following steps:

- Corrosion Prevention - all aluminum surfaces shall be pre-treated with the Alodine 5700 conversion coating to provide superior corrosion resistance and excellent adhesion of the base coat.
- Sikkens Sealer/Primer LV - acrylic urethane sealer/primer shall be applied to guarantee excellent gloss hold-out, chip resistance and a uniform base color.
- Sikkens High Solid LVBT650 (Base coat) - a lead-free, chromate-free high solid acrylic urethane base coat shall be applied, providing excellent coverage and durability. A minimum of two (2) coats shall be applied.
- Sikkens High Solid LVBT650 (Clear coat) - high solid LV clear coat shall be applied as the final step in order to ensure full gloss and color retention and durability. A minimum of two (2) coats shall be applied.

Any location where the material is penetrated after painting, for the purpose of mounting steps, hand rails, doors, lights, or other specified components shall be treated at the point of penetration with a corrosion inhibiting pre-treatment (ECK Corrosion Control). The pre-treatment shall be applied to the aluminum sheet metal or aluminum extrusions in all locations where the aluminum has been penetrated. All hardware used in mounting steps, hand rails, doors, lights, or other specified components shall be individually treated with the corrosion inhibiting pre-treatment.

After the paint process is complete, the gloss rating of the unit shall be tested with a 20 degree gloss meter. Coating thickness shall be measured with a digital MIL gauge and the orange peel with a digital wave scan device.

**GENERAL PRIMER & PREP DESCRIPTION**

QTY: 1

All exposed welds shall be ground smooth for final finishing of areas to be painted. The compartments and doors are totally degreased and phosphatized. After final body work is completed, grinding (36 and 80 grit), and finish sanding shall be used in preparation for priming.



**GENERAL FINISH PAINT DESCRIPTION**

QTY: 1

The body shall be finish sanded and prepared for final paint.

Upon completion of final preparation, the body shall be painted utilizing the highest quality, state of the art, low V.O.C., polyurethane base paint.

Finish paint shall be applied in multiple coats to ensure proper paint coverage with a high gloss finish.

**FINISH PAINT & PREP**

QTY: 1

The applicable areas of the cab shall be finish sanded and prepared for final paint.

Upon completion of final preparation, the cab shall be painted utilizing the highest quality, state of the art, low V.O.C., polyurethane base paint.

Finish paint shall be applied in multiple coats to ensure proper paint coverage with a high gloss finish.

**CAB PRIMER & PREP**

QTY: 1

The cab primer shall be a two (2) stage process.

First stage shall be a coating with a two part component, self etching, and corrosion resistant primer to chemically bond the surface of the metal for increased adhesion.

Second stage shall be multiple coats of a catalyzed, two component, polyurethane primer applied for leveling of small imperfections and top coat sealing.

**CAB UNDERSIDE PAINT - JOB COLOR**

QTY: 1

The exposed areas under the cab shall be painted job color to match the exterior cab.

On two tone cabs, this shall match the primary color.

**CAB BUFFING & FINISH**

QTY: 1

The exposed exterior finish of the cab shall be buffed and detailed.

**CAB INTERIOR PAINT**

QTY: 1

The exposed interior metal surfaces of the cab shall be finish painted with a textured gray paint.

**BODY BUFFING & FINISH**

QTY: 1

The visible and exposed areas of the body shall be buffed and detailed.

**INSIDE/UNDERSIDE BODY PAINT**

QTY: 1

The inside and underside of the complete body assembly shall be painted job color using a Sikkens paint system, prior to installation of the body on the chassis or torque box.

**COMPARTMENT INTERIOR FINISH**

QTY: 1

The interior of the compartments shall be finish painted job color with a scuff resistant webbing type paint of a contrasting color applied over the painted surfaces.



**FENDER COMPARTMENT INTERIOR**

QTY: 1

The interior of the fender storage compartments (if fender compartments are specified) shall be finish painted job color.

**CAB PAINT SCHEME - FLNA 32073**

QTY: 1

The cab exterior shall be finish painted with Sikkens paint system, single color, to match purchaser's furnished paint code.

**SINGLE COLOR BODY PAINT SCHEME - FLNA 32073**

QTY: 1

The body paint finish shall be Sikkens paint system in a single color to match customer furnished paint codes and requirements.

**PINT OF TOUCH-UP PAINT**

QTY: 1

One (1) pint of each exterior color paint for touch-up purposes shall be supplied when the apparatus is delivered to the end user.

**FINALIZATION & DETAILING**

QTY: 1

Prior to delivery of the vehicle, the interior and exterior will be cleaned and detailed. The finalization process of detailing shall include installation of NFPA required labels, checking fluid levels, sealing and caulking required areas of the cab and body, rust proofing, paint touch-up, etc.

**FRAME RAIL FINISH**

QTY: 1

The chassis frame rails, suspension, axles, and drivelines (with the exception of any PTO drivelines which shall be safety yellow) shall be painted with polyurethane paint to match the body color code prior to the installation of any air lines or electrical system to ensure serviceability.

**LETTERING ON FRONT CAB DOORS**

QTY: 1

Scotch-Lite with drop shadow lettering shall be provided on the cab driver's and officer's doors per the fire department requirements.

The design of the lettering on the cab doors shall be designed to fit in the 496 sq. inches available.

**4" LETTERING ON FRONT CAB DOORS**

QTY: 1

Lettering provided on the driver's and officer's cab doors shall be 4" high.

**FRONT CAB DOOR TEXT LINE 1 - CORONA**

QTY: 1

**FRONT CAB DOOR TEXT LINE 2 - FIRE**

QTY: 1

**FRONT CAB DOOR LETTERING TOP LINE ARCED**

QTY: 1



**LETTERING ON REAR CAB DOORS**

QTY: 1

Scotch-Lite without drop shadow lettering shall be provided on the cab driver's and officer's doors per the fire department requirements.

The design of the lettering on the cab doors shall be designed to fit in the 496 sq. inches available.

**REAR CAB DOOR TEXT LINE 1 - SERVING OUR CITY WITH PRIDE**

QTY: 1

**REAR CAB DOOR TEXT LINE 2 - DATA ERROR**

QTY: 1

**3" LETTERING ON REAR CAB DOOR**

QTY: 1

Lettering provided on the front of cab shall be 3" high.

**LETTERING ON REAR BODY**

QTY: 1

Scotch-Lite with drop shadow lettering shall be provided on the rear body panel per the fire department requirements.

The design of the lettering on the rear of the body shall be designed to fit in the 167 sq. inches available.

**4" LETTERING ON REAR BODY**

QTY: 1

Lettering provided on the rear body panel shall be 4" high.

**REAR BODY TEXT LINE 1 - CORONA**

QTY: 1

**REAR BODY TEXT LINE 2 - FIRE**

QTY: 1

**REAR BODY TEXT LINE 3 - DATA ERROR**

QTY: 1

**COFFIN COMPARTMENT LETTERING**

QTY: 1

Scotch-Lite with drop shadow lettering shall be provided on the coffin compartment per the fire department requirements.

The design of the lettering on the coffin compartment shall be designed to fit in the 2500 sq. inches available.

**10" LETTERING ON COFFIN COMPARTMENT**

QTY: 1

Lettering provided on the coffin compartment shall be 10" high.

**COFFIN TEXT LINE 1 - CORONA FIRE DEPARTMENT**

QTY: 1



**COFFIN TEXT LINE 2 - URBAN SEARCH & RESCUE**

QTY: 1

**COFFIN TEXT LINE 3 - DATA ERROR**

QTY: 1

**PIN STRIPE ON TOP & BOTTOM OF MAIN STRIPE**

QTY: 1

Black and gold vinyl accent stripes shall be incorporated into the Scotch-Lite scheme to border the primary Scotch-Lite stripe on the top and bottom edges.

Final layout of this configuration shall be determined by the Fire Department.

**SCOTCH-LITE STRIPE**

QTY: 1

A four (4) inch high "Scotch-Lite" stripe shall be provided.

The stripe shall be applied on a minimum of 60 percent of each side of the unit, 60 percent on the rear of the unit and 40 percent on the front of the unit.

The Scotch-Lite stripe layout shall be determined by the Fire Department.

**WHITE SCOTCH-LITE**

QTY: 1

The Scotch-Lite shall be white in color.

**GOLD SCOTCH LITE**

QTY: 1

The Scotch-Lite shall be gold in color.

**4" SCOTCH-LITE "Z" IN STRIPE**

QTY: 1

A four (4) inch simple "Z" effect shall be incorporated into the Scotch-Lite scheme on the body.

Final layout of this configuration shall be determined by the Fire Department.

**REAR CHEVRON STRIPING**

QTY: 1

REAR CHEVRON STRIPING

**ENTIRE REAR**

QTY: 1

The entire rear of the truck shall be covered with alternating strips of reflective striping.

**6" FULL REAR ORALITE CHEVRON STRIPING**

QTY: 1

The striping shall be 6" Oralite reflective striping.

**RED & FLOURESCENT YELLOW ORALITE V98**

QTY: 1

The Oralite V98 reflective tape shall be 012 red and L1 fluorescent yellow in color.

**MISCELLANEOUS EQUIPMENT**



QTY: 1

The following equipment shall be mounted as specified or as loose equipment provided with the completed apparatus at the time of delivery:

**ROAD SAFETY KITS**

QTY: 1

A road safety kit shall be furnished with the following equipment:

- 2 1/2 lb. B-C fire extinguisher
- Triangle safety reflectors.

**LITTLE GIANT MOUNT**

QTY: 1

A Zico LMS little giant mounting bracket(s) shall be provided and mounted with stainless steel hardware at a location specified by the customer. (See PDF for details)

**HANDLIGHT/S**

QTY: 3

A Streamlight model 44451 orange "Fire Vulcan" C4 LED rechargeable hand light(s) and 12 volt charger shall be installed as directed by the purchaser.

Charger shall be wired to the chassis battery system.

**HANDLIGHT/S**

QTY: 4

A Streamlight model 90503 orange "Survivor" LED rechargeable hand light(s) and 12 volt charger shall be installed as directed by the purchaser.

Charger shall be wired to the chassis battery system.

**WHEEL CHOCKS**

QTY: 1

Two (2) ZICO #SAC-44 folding wheel chocks shall be mounted forward of the rear wheels on the driver side below the side running board compartments.

**KME WARRANTY, STARTING ON IN-SERVICE DATE**

QTY: 1

Warranty coverage by KME will begin when the customer places the unit in service. This date may not exceed 60 days from the date of delivery to the customer.

The Customer must email [kmeservice@kmeffire.com](mailto:kmeservice@kmeffire.com) within 60 days of delivery, or the warranty start date will default to the original delivery date.

**3 YEAR WARRANTY - BASE WITH CUSTOM CHAS**

QTY: 1

The proposed vehicle includes a three (3) year new vehicle warranty, upon delivery and acceptance of the vehicle. The warranty will ensure that the vehicle has been manufactured to the proposed contract specifications and will be free from defects in material and workmanship that may appear under normal use and service within the warranty period. The warranty may be subject to different time and mileage limitations for specific components and parts. This warranty is issued to the original purchaser of the vehicle.

The warranty will not apply to tires, batteries, or other parts or components that are warranted directly by their manufacturers. The warranty will not apply to routine maintenance requirements as described in the service and operators manual. No warranty whether express, implied, statutory or otherwise including, but not limited to any warranty of merchantability or fitness for purpose will be imposed.



**OVERALL UNIT AND CUSTOM CHASSIS**

All components and parts of the vehicle are warranted for a period of three (3) years from acceptance of the vehicle unless excluded elsewhere in this warranty or described as having longer time limitations.

**5 YEAR CUMMINS BASE WARRANTY**

QTY: 1

The proposed unit will be equipped with a Fire Service rated engine, which will come furnished with a five (5) year Engine Manufacturer's warranty. A copy of the manufacturer's warranty will be supplied to define additional details of the warranty provisions.

**5 YEAR ALLISON EVS TRANSMISSION WARRANTY**

QTY: 1

The proposed Allison transmission will be provided with a five (5) year warranty. A copy of the Allison transmission warranty will be supplied to the purchaser to define additional details of the warranty provisions.

**3 YEAR COOLING SYSTEM WARRANTY - CUSTOM**

QTY: 1

Kovatch Mobile Equipment (KME) warrants all Cooling System Equipment components used in the construction of KME Fire Apparatus against defects and workmanship provided the apparatus is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of three (3) years from the date of delivery/acceptance to the original user-purchaser, whichever occurs first.

This warranty applies to both purchased and fabricated, manufacturer supplied coolant system components and is not provided in lieu of any Vendor provided warranties. All coolant system components provided by the engine manufacturer are covered by the engine manufacturer's warranty only.

**LIFETIME FRAME RAIL WARRANTY**

QTY: 1

The proposed KME custom chassis frame and cross members will be warranted to the original purchaser for the life of the vehicle. A copy of KME's frame rail warranty will be supplied to define additional details of the warranty provisions.

**SHEPPARD STEERING GEAR STANDARD - WARRANTY**

QTY: 1

The proposed Sheppard steering gear will be warranted for a period of three (3) years from the first date of service or 150,000 miles (241,401 kilometers), whichever occurs first. The product will be free from defects in material and workmanship under normal use in applications approved in advance by Sheppard.

**5 YEAR MERITOR 160 SERIES TANDEM AXLE REAR**

QTY: 1

The Meritor axle/s shall be provided with a five (5) year warranty. The first two (2) years shall be parts and labor; the remaining three (3) years shall be parts only. Wheel seals, gaskets and wheel bearings shall be covered for one year. A copy of Meritor's warranty shall be supplied to define additional details of the warranty provisions. Vehicles that operate full or part-time outside the United States and Canada shall have a one (1) year, parts only warranty.

**10 YEAR CAB STRUCTURAL WARRANTY**

QTY: 1

The proposed cab will be warranted against structural defects for a period of ten (10) years from the date of acceptance of the unit. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

**10 YEAR BODY STRUCTURAL WARRANTY**



QTY: 1

The proposed body will be warranted against structural defects for a period of ten (10) years from the date of acceptance of the unit. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

**10 YEAR CAB & BODY CORROSION WARRANTY**

QTY: 1

The cab and body shall be warranted against rust-through or perforation, due to corrosion from within, for a period of ten (10) years. Perforation is defined as a condition in which an actual hole occurs in a sheet metal panel due to rust or corrosion from within. Surface rust or corrosion caused by chips or scratches in the paint is not covered by this warranty.

**PAINT FINISH WARRANTY, TEN (10) YEAR**

QTY: 1

The proposed paint finish will be warranted for a period of ten (10) years from the date of acceptance of the unit. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

**5 YEAR LETTERING WARRANTY**

QTY: 1

The apparatus manufacturer will provide a five (5) year warranty against defects in material and workmanship for all graphics processes. Any valid claims must be made in writing within 15 days of the determination of any defects to the manufacturer's fire apparatus. The manufacturer will at its option make any necessary repairs either at a local authorized service center or at the factory if required. The manufacturer will make the final decision as to where the repairs are to be made and any transportation cost is the owner's responsibility. The manufacturer will at its option, repair or replace any verified defects in workmanship or materials at no cost to the owner provided all the requirements of this warranty have been met.

The manufacturer will not be liable to the original purchaser or anyone else for consequential, incidental, special or direct damages, including, but not limited to, any claims for loss of profits, downtime, loss of use or inconvenience. THE COMPANY MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, AND SPECIFICALLY, DISCLAIMS ANY IMPLIED WARRANTY INCLUDING THE WARRANTY OF MERCHANTABILITY.

The manufacturer continually strives to improve its products and therefore, reserves the right to make improvements or changes without incurring any obligations to make such changes or additions to equipment previously sold.

**1 YEAR BRIGHTWORK WARRANTY**

QTY: 1

KME Fire Apparatus (KME) warrants all bright finish components used in the construction of KME Fire Apparatus against defects and workmanship provided the apparatus is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of one (1) year from the date of delivery/acceptance to the original user-purchaser, whichever occurs first.

The expressed warranty excludes corrosion or degradation of bright finished components caused by damage to the component.

**FRONT SUSPENSION - STEERTEK - 5 YEAR WARRANTY**

QTY: 1

The Hendrickson Steertek NXT front axle shall be provided with a five (5) year parts and labor warranty and shall include the axle and kingpin assembly, the steering arm assembly, and the upper and lower steering knuckle assembly.



The warranty for the integrated suspension components shall be two (2) years or two hundred fifty thousand (250,000) miles, whichever occurs first.

The integrated suspension components covered under this two year warranty are limited to:

- Front Frame Hanger Assemblies
- Rear Shackle Assemblies
- Jounce Stop Assemblies
- Rear Frame Hanger Assemblies
- Shock Absorbers
- Shock Absorber Brackets
- Leaf Spring Assemblies

A copy of the Hendrickson Steertek NXT Warranty shall be provided to define additional details of the warranty provisions.

#### **HENDRICKSON AIR RIDE - SGL AXLE -THREE YEAR**

QTY: 1

Hendrickson warrants suspension products manufactured by it to be free from defects in material and workmanship which occur under normal use and service for a period of three(3) years (base year + 2 years).

This warranty will not apply and no warranty of any kind will exist as to any product which has been subject to abuse, misuse, neglect, misapplication or accident of any type or cause or which has been repaired, replaced, substituted or used with parts other than genuine Hendrickson parts or altered by anyone.

#### **CLASS 1 - ELECTRICAL PRODUCT WARRANTY**

QTY: 1

Class 1 warrants that any equipment of our own manufacture (or manufactured for us pursuant to our specifications) found to have defects in material or workmanship during normal use and service, will be repaired or replaced (at our option) free of charge, provided that written notice of such defect is received by us within two years (three for liquid-filled gauges) after initial shipment.

All equipment requiring repair or replacement under this warranty will be returned prepaid to Class 1. Such returned equipment will be examined by us and, if found to be defective as a result of materials failure or workmanship, will be repaired or replaced at no charge.

#### **VALOR SEATING 6 YEAR WARRANTY**

QTY: 1

Valor will warrant each new seat manufactured, to be free from defects in materials and workmanship when delivered to the original purchaser for a period of six (6) years.

Labor to remove or reinstall defective items will not be covered under this warranty. All warranty claims shall have prior approval from Valor warranty department.

#### **CORROSION TREATMENT**

QTY: 1

Upon apparatus completion, underside of the apparatus, from the pump enclosure-back, shall have anti corrosion film applied to help inhibit rust and the corrosion process. The semi-firm wax film shall be applied by air spray method. The film shall be applied as a minimum to the following areas: body substructure, underside of all body compartments, running board supports and rear step supports. No film shall be applied directly to the exhaust system or wheel wells.



NOTE: The film shall remain semi-firm to promote self-sealing. The film may leave a light tinted color to those areas treated.

**ADDITIONAL ITEMS SHIPPED WITH VEHICLE**

QTY: 1

- 1 - Pint of touch up paint for each color
- 1 - Bag of assorted stainless steel nuts and bolts

**VEHICLE CLASS TIER 0**

QTY: 1

**BREATHING AIR COMPRESSOR, BAUER BP13-E3-TM**

QTY: 1

A Bauer BP13-E3-TM Mobile package air compressor shall be provided with the cascade air system. The compressor will have the below specification:

Working pressure: 6,000 psi

Charging rate: 13 scfm

Horsepower: 10 three phase

Including:

- P5 Securus Purification
- Electronic CO Monitor w/Calibration Kit
- Soft Start Electrics
- Wiring Harness

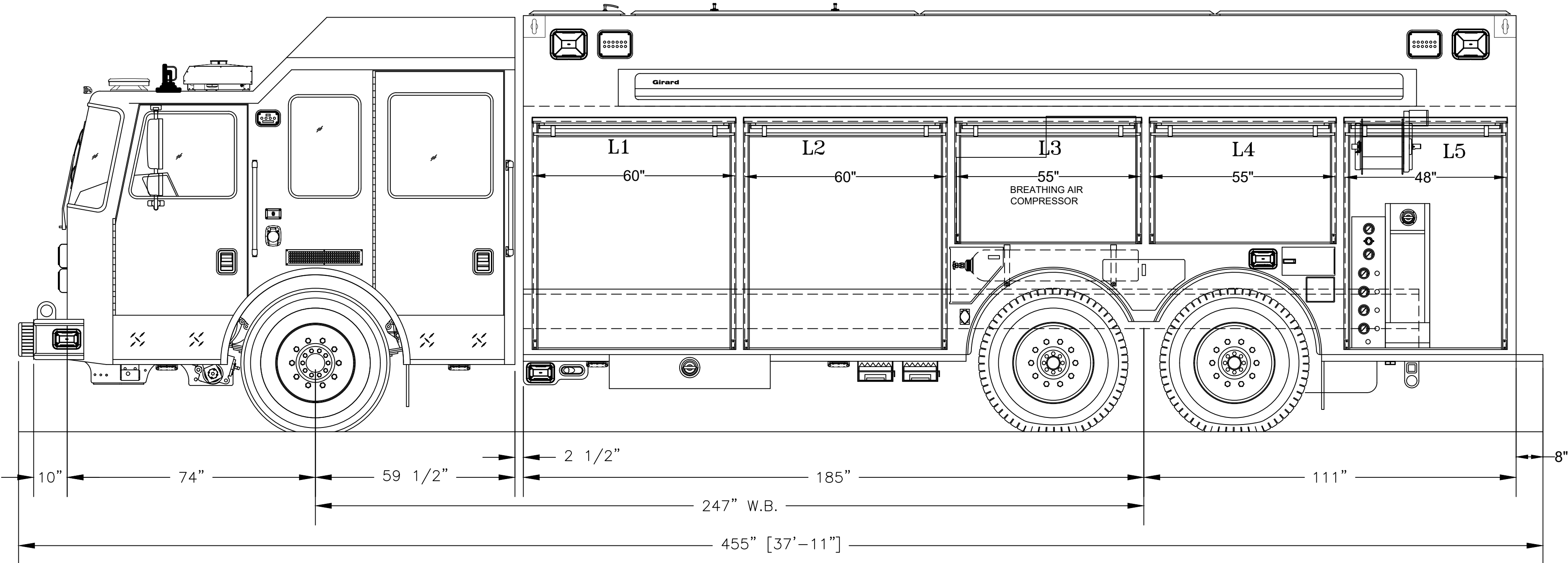
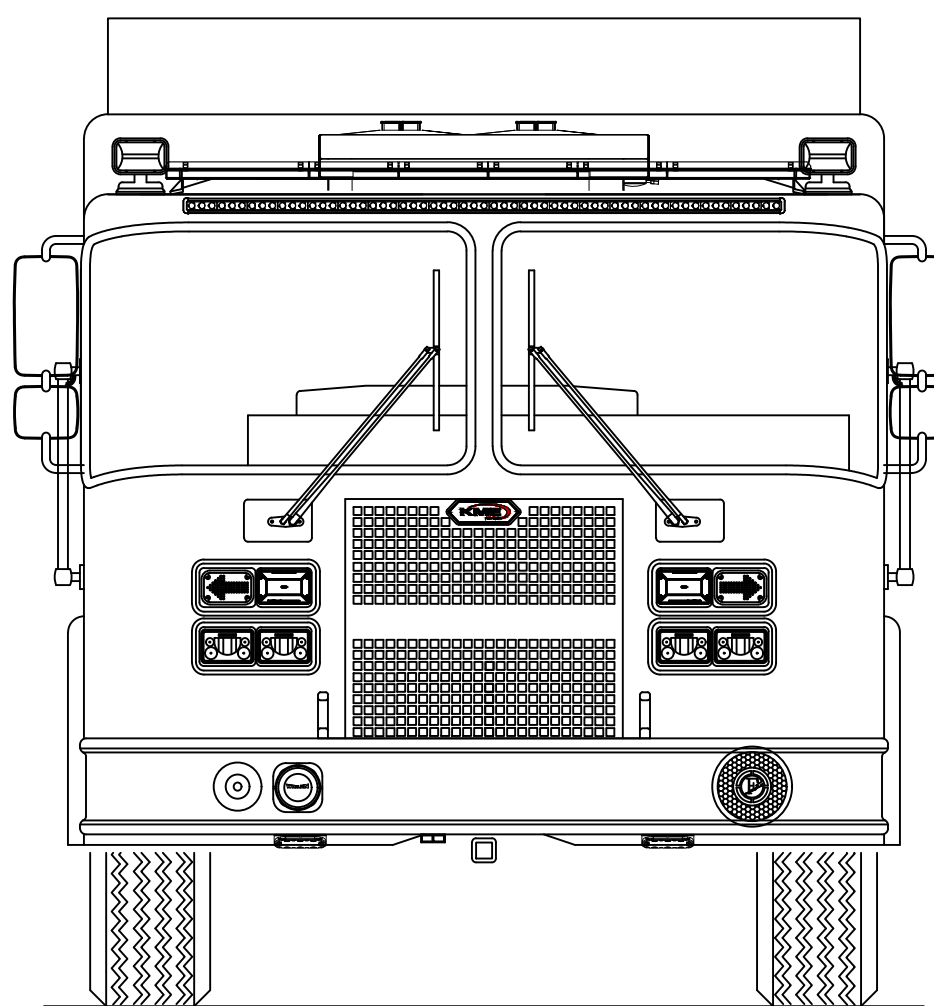
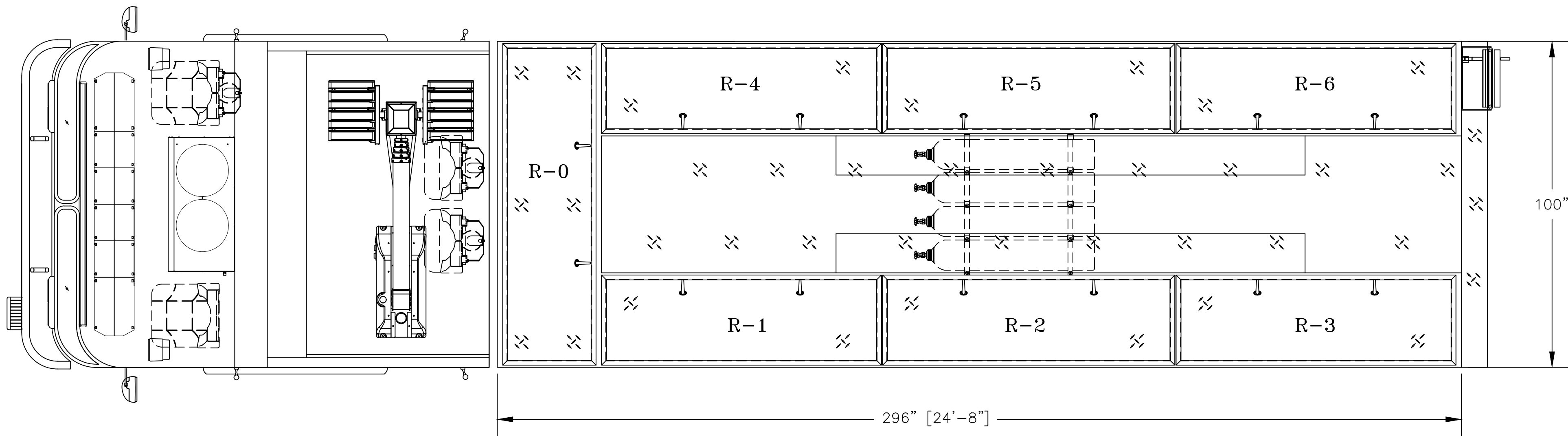
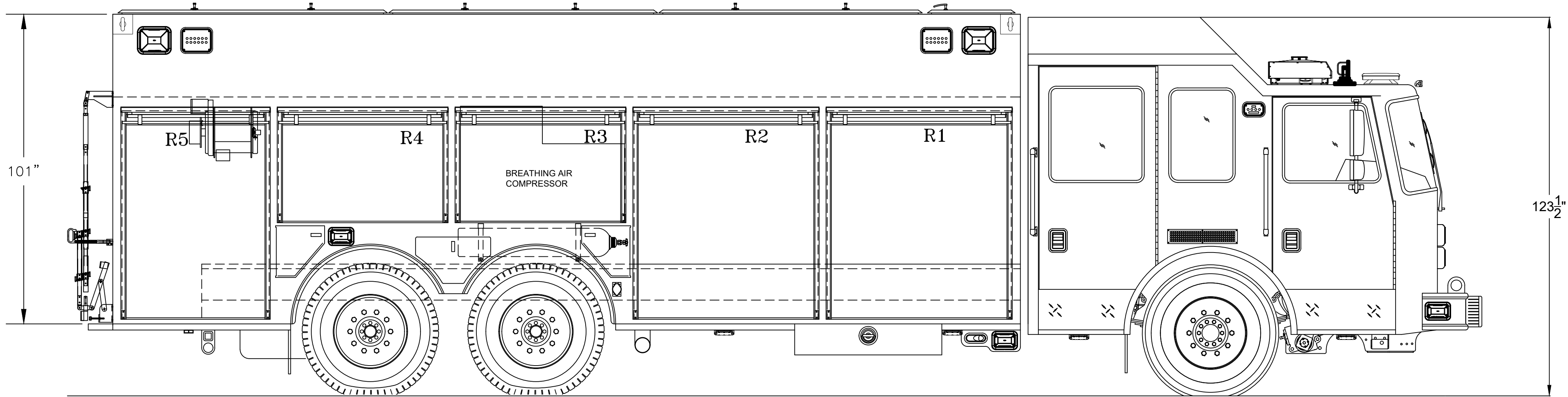
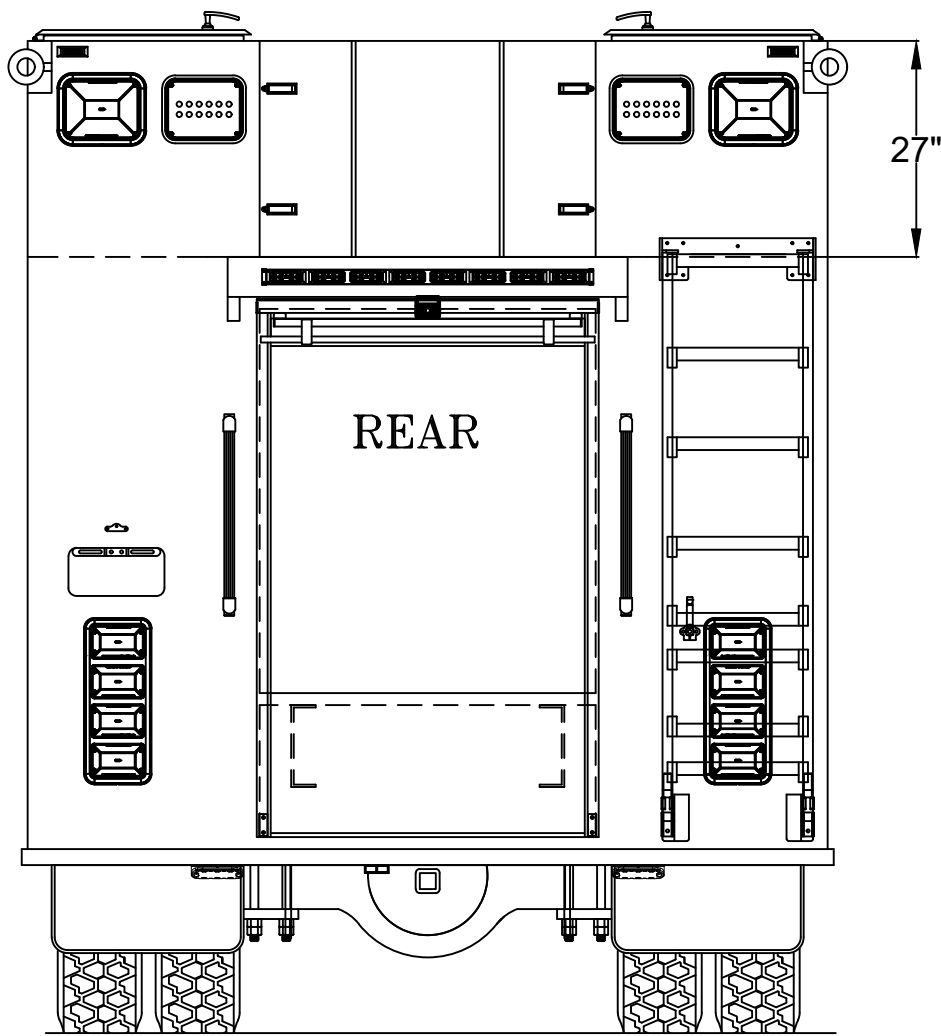
NOTE: The compressor shall be set-up to be controlled from the cascade fill station panel. The body side compartment doors for L3 and R3 shall be interlocked to the compressor start so the compressor shall only start if those specified doors are fully opened.

**AIR COMPRESSOR GRATING MATERIAL**

QTY: 1

Extruded aluminum grating material shall be installed on both sides of the breathing air compressor to prevent any items stored in the body compartments from coming in contact with the air compressor. The grating material shall be mechanically fastened in place and shall be painted black.





CHASSIS: 100"W KME SEVERE SERVICE  
CAB: XMFD WITH 22" RAISED ROOF ALUMINUM  
ENGINE: CUMMINS X12 500 HP/ALLISON 4000EVS  
BODY: 3/16" ALUMINUM 5 COMPT. WA 292"  
GENERATOR: HARRISON 12.0-MDS PTO/HYD  
AXLES: 22,000# STEERTEK FRONT/48,000# REAR

THIS DRAWING IS A GENERAL  
CONFIGURATION AND MAY NOT  
NECESSARILY REFLECT ALL  
CONTRACTUAL REQUIREMENTS.  
CONTRACT SPECIFICATIONS SHALL  
PREVAIL OVER DRAWING.

CUSTOMER APPROVAL:

NAME:	
TITLE:	
DATE:	

A	4/5/2021	REVISED QUOTE	JCM
SYM	DATE	REVISION DESCRIPTION	APP'D
SALES ENGINEER : TBD			



KME  
ONE INDUSTRIAL COMPLEX - NESQUEHONING, PA 18240

DIMENSIONS ARE APPROXIMATE & MAY VARY DUE TO BUILD ADJUSTMENTS			
SCALE	DWG SIZE	DRAWN BY	DATE
1"=24"	D	JJM	12MAR2021
		APPROVED BY	JCM

KME CUSTOM HEAVY RESCUE



CORONA FD, CA

QUOTE# 6363-1





## Administrative Policy

Title: Vehicle/Equipment Replacement				
Administered By: Public Works				
New Policy No.	Issue Date (Last Revised)	Renumber Date	Department Head Approved	City Manager Approved
09100.508	06-30-09 (N/A)	01-03-17		

This Policy had been numbered Policy 400.05. Effective on the Renumber Date noted above, this Policy is hereby renumbered as the Policy Number noted above.

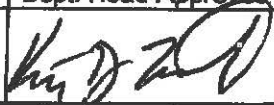

The latest version of the Policy is attached hereto and incorporated herein by reference.

Attachment: Policy 400.05  
Issued: 06-30-09  
Revised: N/A





## ADMINISTRATIVE POLICY

Policy: Vehicle / Equipment Replacement					
Responsible Department: Public Works					
Section No.	Policy No.	Issue Date	Revision Date	Dept. Head Approved	City Manager Approved
400	.05	XX/XX/XX	06/30/2009		

### POLICY

To appropriately determine whether or not a vehicle or equipment ought to be replaced, the City will follow a standardized evaluation process.

### PROCEDURE

The Public Works Department is responsible for determining whether or not a vehicle or piece of equipment should be replaced. In making this determination, the following criteria shall be used as a guideline for recommending replacement. Identified are two categories of consideration: Authorized Pool Items - which represents vehicles and equipment funded by authorized motor pool charges, where appropriate replacement funds exist, and Non-pool Items - which represents vehicles and equipment where currently no replacement funding has been collected.

#### I. Authorized Pool Items:

##### A. Age and Mileage

1. Administrative vehicles - 10 years or 100,000 miles, whichever comes first.
2. Light duty pick-up trucks and mini van <1 ton- 10 years or 100,000 miles, whichever comes first.
3. Heavy-duty trucks 1 ton-3 tons - 12 years or 120,000 miles, whichever comes first.
4. Heavy-duty trucks, >3 tons - 15 years or 150,000 miles, whichever comes first.



5. Police patrol sedans - 3 years or 75,000 miles, whichever comes first.
6. Police patrol SUV's - 5 years or 80,000 miles, whichever comes first.
7. Police non-patrol vehicles - 4 years or 80,000 miles, whichever comes first.
8. Police motorcycles - 3 years or 75,000 miles, whichever comes first.
9. Fire Department sedans:
  - Emergency Response: 5 years or 80,000 miles
  - Non-Emergency Response: 10 years or 100,000 miles
10. Trailers - 20 years
11. Mobile command and/or communication units - 20 Years
12. Miscellaneous equipment - as required to perform department functions.

Effective July 1, 2009 through June 30, 2014 the items listed above will have their life cycle extended 2 additional years and 20,000 miles, with the exception of item numbers 5, 6, and 8 for Police Patrol Sedans, SUVs and Motorcycles these items will remain as shown.

#### **B. Dependability/Safety/Excessive Maintenance Costs**

Upon inspection and evaluation of any vehicle by the Fleet Maintenance Supervisor, a vehicle may age and mileage. The replacement be selected and recommended for replacement regardless of its criteria shall be documented based on the following records:

- Review of past 12 month's costs.
- Review of life to date costs.
- Review of replacement costs.
- Evaluation of Engine
- Evaluation of Drive Train
- Evaluation of Body
- Evaluation of Brakes
- Evaluation of Suspension

Departments will nominate vehicles or equipment for replacement to the Public Works Department. Public Works will inspect the nominated vehicle/equipment and determine whether or not it should be recommended for replacement to the City Manager. The City Manager will determine if the equipment will be replaced after evaluating the findings of the Public Works Department. Requested replacements not meeting the above criteria must be approved by the City Manager.



## **II. Non-Pool Items:**

### **A. Age and Mileage as a guideline only - replacement is contingent on available funding**

#### **1. Large fire units:**

- Fire Engines: 18 years
- Fire Ladder/Truck Company: 20 years
- Fire Brush Engine: 15 years
- Fire Light Air Unit: 20 years

**NOTE:** Vehicles in good condition which have been qualified for replacement due to age or excessive mileage may be utilized by another Department. If found to be serviceable using the above technical inspection guidelines and with approval of the City Manager, vehicles may be used for short term assignment. Departments utilizing these vehicles will be responsible for all maintenance costs. These items are non-longer authorized pool vehicles and are reclassified as retained vehicles.



FORM E - PUBLISHED OPTIONS		Procurement No.:	FS12-19
<b>Offeror Name:</b>	Movatch Mobile Equipment Corp T/A KME Fire Apparatus		
<b>Notes: (Important)</b>	<p>1) Bid each Option on a single separate line. Bidder is responsible to identify each item with a specific code or part number.</p> <p>2) Use a single <b>Form E</b> for ALL items. Add/Insert additional lines as necessary.</p> <p>3) Completely describe each option, including manufacturer's code or part numbers as appropriate. Each item listed <b>MUST</b> have a unique code or part number.</p> <p>4) Options which replace standard equipment on a base bid Item on Form D should be priced net of any credit due for the replaced item.</p> <p>5) Options which are shown as upgrades/downgrades of a base bid item on Form D should be priced at the differential amount between the base bid item and the option.</p> <p>6) You encouraged to offer specific manufacturer's catalogs (eg. Whelan, Fed Signal, etc.) as options, with 'List Less' or 'Cost Plus' percentages for pricing. Copy of catalog should be supplied w/bid.</p>		
<b>Note: Bidder must identify each option bid with an identifying Code or Part No. that should be referenced on all Contract Pricing Worksheets</b>			
<b>Code or Part No.</b>	<b>Option Description</b>	<b>Offered Price</b>	
KME-A001	Upgrade Panther chassis and cab to KME Predator	\$31,685.50	
KME-A002	Upgrade Panther cab and chassis to KME Severe Service	\$39,935.50	
KME-A003	Upgrade to Panther Long Four Door cab (LFD)	\$1,964.60	
KME-A004	Upgrade to Long Four Door cab (LFD) requires	\$1,964.60	
KME-A005	Upgrade to Extra Long Four Door cab (XLFD)	\$3,185.60	
KME-A006	Add extreme duty cab interior	\$4,505.00	
KME-A007	Add HEPA filtration system to cab interior	\$3,020.00	
KME-A008	Add cab notch to cab (XLFD)	\$652.30	
KME-A009	Upgrade to flat roof cab	\$6,770.00	
KME-A010	Upgrade to 16" Raised Roof	\$3,780.70	
KME-A011	Upgrade to 22" Raised Roof	\$5,034.70	
KME-A012	Upgrade driver seat to air ride suspension	\$831.60	



KME-A013	Upgrade driver seat to Bostrom 8-way electric adjustable	\$250.80
KME-A014	Upgrade fixed officer seat to Bostrom Fixed SCBA style with SCBA ULLH bracket	\$610.50
KME-A015	Upgrade ULLH SCBA bracket to Bostrom Secure All (per seat position)	\$330.00
KME-A016	Add additional SCBA Seat in the cab	\$1,504.80
KME-A017	Add auxiliary manual cab lift backup system	\$616.00
KME-A018	Add side storage well to bumper extension	\$822.80
KME-A019	Upgrade front GVWR to 21,500# (includes axle upgrade, suspension upgrade, tire/wheel upgrade, and dual power steering upgrade)	\$1,409.10
KME-A020	Upgrade front GVWR to 23,000# (includes axle upgrade, suspension upgrade, tire/wheel upgrade, and dual power steering upgrade)	\$4,383.50
KME-A021	Upgrade rear GVWR to 27,000# spring (includes axle upgrade, suspension upgrade, tire/wheel upgrade)	\$2,603.70
KME-A022	Upgrade rear GVWR to 31,000# (includes axle upgrade, suspension upgrade, tire/wheel upgrade)	\$5,282.20
KME-A023	Upgrade rear GVWR to 33,000# (includes axle upgrade, suspension upgrade, tire/wheel upgrade)	\$7,197.30
KME-A024	Upgrade rear GVWR to 40,000# tandem (includes axle upgrade, suspension upgrade, tire/wheel upgrade)	\$14,202.00
KME-A025	Upgrade to SteerTek front axle and suspension	\$2,120.00
KME-A026	Upgrade front suspension to independent front suspension	\$21,280.60
KME-A027	Upgrade front brakes to disc	\$1,191.30
KME-A028	Upgrade rear brakes to disc	\$1,191.30
KME-A029	Upgrade rear suspension to air ride	\$5,907.00
KME-A030	Add stainless steel wheel simulator kit (front and rear axle)	\$1,168.20
KME-A031	Upgrade chassis engine to Cummins L9 450 hp with DPF and SCR, Compression Brake & EVS 3000 transmission	\$8,184.00
KME-A032	Upgrade chassis engine to Cummins L9 450 hp with DPF and SCR, Compression Brake & EVS 3000 transmission	\$8,184.00
KME-A033	Upgrade chassis engine to Cummins ISX12 500 hp with DPF and SCR, Compression Brake & EVS 4000 transmission and requires option KME-A001 and KME-A002	\$50,382.20



KME-A034	Upgrade chassis engine to Cummins X 15 565 hp with DPF and SCR, Compression Brake & EVS 4000 transmission and requires option KME-A001 KME-A002	\$55,000.00
KME-A035	Add Frontal Protection Air Bag System	\$8,957.30
KME-A036	Add Side Curtain Protection Air Bag System	\$8,250.00
KME-A037	Upgrade electrical system to Hard-wired	\$8,845.10
KME-A038	Upgrade electrical system to Weldon VMux multiplexed system	\$6,875.00
KME-A039	Additional Multitplex Screen	\$1,631.30
KME-A040	Add AM/FM/CD weatherband radio system to custom cab	\$1,130.80
KME-A041	Add Kussmaul auto air eject inlet	\$591.80
KME-A042	Add Kussmaul 120 volt on board air compressor/makeup pump	\$949.30
KME-A043	Add a cab interior lighting/electrical package, includes - goose neck map light, handheld spotlight, 12 volt power port, 12 volt power and ground circuit	\$1,870.00
KME-A044	Add (2) 12-volt telescoping scene lights, FRC Spectra heads, location to be determined	\$3,945.70
KME-A045	Add (2) 12-volt telescoping scene lights, FRC Evolution LED heads, location to be determined	\$3,819.20
KME-A046	Add 12v Will-Burt Light tower 2.3 with LED light heads	\$16,313.00
KME-A047	Add KME engraved bell (requires bumper extension)	\$2,685.10
KME-A048	Upgrade to Hale QMAX pump, any rating from 1250 gpm through 1750 gpm	\$8,593.20
KME-A049	Upgrade to Hale QMAX 2000 gpm pump	\$21,150.80
KME-A050	Upgrade to Waterous CS-C20 1250 gpm pump	\$2,615.80
KME-A051	Upgrade to Waterous CSU-C20 pump, any rating from 1250 gpm through 1750 gpm	\$9,820.80
KME-A052	Upgrade to Waterous CSU-C20 2000 gpm pump	\$21,563.30
KME-A053	Upgrade to Waterous S-100 pump, any rating from 1250 gpm through 1750 gpm	\$6,524.10
KME-A054	Upgrade to Two stage pump	\$9,298.30



KME-A055	Add additional 2-1/2" auxiliary suction	\$1,180.30
KME-A056	Add front suction with 180 degree chrome swivel (includes plumbing and air operated valve) (requires bumper extension)	\$7,398.60
KME-A057	Add rear suction (includes plumbing and air operated valve)	\$7,239.10
KME-A058	Add Hale MIV or Waterous Monarch valve - manual control	\$4,108.50
KME-A059	Add Hale MIV or Waterous Monarch valve - electric control	\$4,315.30
KME-A060	Add additional 1-1/2" discharge	\$2,461.80
KME-A061	Upgrade crosslay discharge to 2-1/2"	\$267.30
KME-A062	Upgrade OS Primary discharge to 3"	\$876.70
KME-A063	Upgrade OS Primary discharge to 4" w/ Hand wheel Control	\$5,612.20
KME-A064	Upgrade to Speedlays (Per Qty)	\$3,889.60
KME-A065	Add Booster Reel Package to Dunnage Area	\$5,525.30
KME-A066	Add 2-1/2" rear discharge	\$3,987.50
KME-A067	Add 2-1/2" hosebed discharge	\$3,054.70
KME-A068	Add 3"deck gun discharge (gun not included)	\$3,768.60
KME-A069	Add 4" deck gun discharge (gun not included)	\$7,311.70
KME-A070	Add 3" Manual extend-a-gun	\$1,936.00
KME-A071	Add 3" Electric extend-a-gun	\$4,076.60
KME-A072	Add 4" electric extend-a-gun	\$4,268.00
KME-A073	Add Akron #3570 Manual stream master deck gun (includes #5160 manual nozzle)	\$4,271.30
KME-A074	Add Akron #3578 Electric stream master deck gun (includes #5177 electric nozzle)	\$10,409.30
KME-A075	Add TFT Crossfire deck gun kit (includes ground base with dual 2-1/2" inlets, crossfire monitor, (1) set of quad stack tips, (1) master stream automatic nozzle, and stream straightener)	\$4,702.50



KME-A076	Add TFT Hurricane manual deck gun (includes 1000 gpm manual nozzle)	\$1,563.10
KME-A077	Add TFT Hurricane electric deck gun (includes 1000 gpm electric nozzle)	\$6,779.30
KME-A078	Add TFT Monsoon manual deck gun (includes 1500 gpm manual nozzle)	\$3,411.10
KME-A079	Add TFT Monsoon electric deck gun (includes 1500 gpm electric nozzle)	\$7,448.10
KME-A080	Add 1-1/2" front bumper discharge	\$3,444.10
KME-A081	Add Pneumax 200 CFM Platinum Series CAFS system (requires addition of foam cell)	\$50,000.00
KME-A082	Add Pneumax 200 CFM Platinum Series CAFS system Control Panel (requires addition of foam cell)	\$2,135.10
KME-A083	Add Waterous 150 CFM ONE STEP CAFS system (requires addition of foam cell and KME-P071)	\$50,000.00
KME-A084	Add Waterous 150 CFM ONE STEP CAFS system SmartPanel Control System (requires KME-P070)	\$46,370.50
KME-A085	Upgrade to top mount pump panel	\$3,264.80
KME-A086	Upgrade to "L-Style" water tank	\$2,349.60
KME-A087	Upgrade to 1000 gallon water tank	\$1,030.70
KME-A088	Upgrade to 1250 gallon water tank	\$2,868.80
KME-A089	Upgrade to 1500 gallon water tank (includes upgrade to Flex long body)	\$4,061.20
KME-A090	Add integral foam cell (Class A or B Foam) up to 20 gallons (includes foam level gauge)	\$1,909.60
KME-A091	Add integral foam cell (Class A or B Foam) 21-50 gallons (includes foam level gauge)	\$2,305.60
KME-A092	Upgrade from galvanneal body to aluminum	\$9,701.00
KME-A093	Upgrade aluminum body material to stainless steel (3CR12)	\$1,204.50
KME-A094	Upgrade aluminum body material to Stainless Steel (304L)	\$5,886.10
KME-A095	Add (4) SCBA cylinder storage tubes to body fenders	\$1,778.70
KME-A096	Add winch receiver point	\$1,970.10



KME-A097	Add additional adjustable hosebed divider	\$539.00
KME-A098	Upgrade compartment interior paint to Multispec #7247 White Marble Stone	\$309.10
KME-A099	Upgrade compartment interior paint to Line-X	\$1,512.50
KME-A100	Upgrade body to Two Tone Paint	\$2,620.20
KME-A101	Upgrade custom chassis to two-tone paint scheme	\$1,640.10
KME-A102	Adjustable shelf(s) mounted as directed	\$457.60
KME-A103	Floor mounted 250# rollout tray mounted as directed	\$897.60
KME-A104	Floor mounted 500# rollout tray mounted as directed	\$1,532.30
KME-A105	Custom body configuration	\$13,862.00
KME-A106	Adjustable 500# rollout tray mounted as directed	\$1,725.00
KME-A107	Roll out drop down tray mounted as directed	\$1,527.00
KME-A108	Fixed vertical divider mounted as directed	\$486.20
KME-A109	Adjustable vertical divider mounted as directed	\$623.70
KME-A110	Swing out tool board (3/16" aluminum)	\$1,867.80
KME-A111	Vertical pull out tool board (Pac-Trac)	\$2,071.30
KME-A112	Vertical pull out tool board (3/16" aluminum)	\$1,591.70
KME-A113	Pegboard material on real wall of specified compartment	\$599.50
KME-A114	Pac-trac overlay single section	\$780.80
KME-A115	Flooring material on all compartment floors	\$1,523.50
KME-A116	Flooring material on specified shelf(s) (per shelf price)	\$90.00
KME-A117	Add 6 kW hydraulic generator (includes 10 space breaker panel)	\$17,567.00



KME-A118	Add 8 kW hydraulic generator (includes 10 space breaker panel)	\$19,904.50
KME-A119	Add 10 kW hydraulic generator (includes 10 space breaker panel)	\$21,754.70
KME-A120	Add 15 kW hydraulic generator (includes 10 space breaker panel)	\$26,505.60
KME-A121	Add two (2) FRC telescoping lights with 1000 watt light heads at a location to be determined, switch location to be determined	\$4,692.60
KME-A122	Add two (2) FRC tri-pod lights with LED light heads at a location to be determined, switch location to be determined	\$5,606.70
KME-A123	Add Wilburt Nightscan LED light tower to custom cab roof or top of body	\$32,424.70
KME-A124	Add Wilburt Nightscan vertical LED light tower recessed into pump house	\$32,940.60
KME-A125	Electric cord reel w/ junction box	\$3,637.70
KME-A126	Add CMW dual cord reel	\$6,529.60
KME-A127	Hydraulic hose reel with 100' of 5000 psi Parker hose	\$4,056.80
KME-A128	Hydraulic hose reel with 100' of 10,500 psi Parker hose	\$4,819.10
KME-A129	Utility air reel plumbed to the chassis air system with 100' of 3/8" hose	\$5,061.10
KME-A130	Add Scotch-Lite lettering package to KME custom cab (includes all cab doors)	\$2,412.30
KME-A131	Add Scotch-Lite lettering package to 2-door commercial cab	\$2,170.30
KME-A132	Add Gold Leaf lettering package to KME custom cab (includes all cab doors)	\$3,228.50
KME-A133	Add Gold Leaf lettering package to 2-door commercial cab	\$2,546.50
KME-A134	Add Scotch-Lite lettering to rear body panel	\$996.60
KME-A135	Add Gold Leaf lettering to rear body panel	\$1,271.60
KME-A136	Custom Cab Roof Tread Plate Overlaid For Light Tower	\$1,254.00
KME-A137	Battery Access Doors - Rear Step Wells, Each Side	\$750.20
KME-A138	Electric Step, Single Tread - Front Doors	\$1,277.10



KME-A139	Electric Step, Single Tread - 4 Doors	\$2,555.30
KME-A140	Cab Door Insulation - Predator/Severe Service	\$643.50
KME-A141	Cab Doors - Bolt On Weather Strip	\$1,012.00
KME-A142	Aux Grip-Strut Cab Steps, Front Cab Doors	\$357.50
KME-A143	Aux Grip-Strut Cab Steps, Rear Cab Doors	\$357.50
KME-A144	Aux Cab Steps, Carr Hoop Li, Front Cab Doors	\$325.60
KME-A145	Aux Cab Steps, Carr Hoop Li, Rear Cab Doors	\$325.60
KME-A146	Keyed Locking, Outside Only, Cast Paddle Door Latches	\$864.60
KME-A147	Locking Cab Door , Out + In, Loop Style Latch	\$864.60
KME-A148	Power Locking Cab Doors - Full Length Doors	\$1,551.00
KME-A149	Electric Windows, Two (2) Front Doors, Mfd, X-Mfd, Lfd	\$907.50
KME-A150	Electric Windows, Four (4) Doors, Mfd, X-Mfd, Lfd Cab	\$1,651.10
KME-A151	Scotchlite Stripe On Each Cab Door Edge	\$278.30
KME-A152	Polished S/S Scuff Plates @ Each Cab Door Frame	\$463.10
KME-A153	Polished S/S Scuff Plates @ Each Cab Door Frame And Jamb	\$1,124.20
KME-A154	Polished S/S Scuff Plates @ Each Cab Door Jamb	\$661.10
KME-A155	Polished S/S Trim Band Along Cab Sides	\$1,279.30
KME-A156	Polished S.S. Scuff Plates, Full Height Of Rear Cab Corners	\$391.60
KME-A157	Accent Molding Below Windshield And Sides Of Cab As Directed	\$403.70
KME-A158	18-Ga Brushed Stainless Steel Overlay, Exterior Rear Wall	\$1,237.50
KME-A159	Air Cylinder Rack For Two (2) Scba Cyl - Cab Compt	\$511.50



KME-A160	Cab Exterior Transverse Compartments	\$4,478.10
KME-A161	Heated Safety Wiper Blades	\$468.60
KME-A162	Stationary Viewing Windows Cab Rear Wall	\$418.00
KME-A163	Sliding Windows In Rear Wall - 12 1/4" X 18 9/16"	\$591.80
KME-A164	Dark Tint Windows, Side Viewing, Rear Doors & Rear Wall	\$309.10
KME-A165	Grab Rails Exterior, Knurled Stainless Steel Type	\$377.30
KME-A166	Grab Rails Exterior, Knurled Alum. Lighted	\$921.80
KME-A167	One (1) Knurled S.S. Handrail Front Of Officer On Dash	\$239.80
KME-A168	Two (2) Vertical Handrails, Rear Exterior Cab Wall	\$311.30
KME-A169	Stainless Steel Cab Fenderettes	\$645.70
KME-A170	Molded Black Rubber Cab Fenderettes	\$677.60
KME-A171	Rear Cab Fold Down Steps	\$154.00
KME-A172	Velvac West Coast Mirror Installation	\$217.80
KME-A173	Velvac Mirrors "V-Max" Chrome - Heated-Remote - Pivot Arm	\$1,688.50
KME-A174	Ramco - Radius Mounted Mirror - 6001 Series - Top Add On Convex	\$2,049.30
KME-A175	Lang-Mekra Heated Remote Controlled Mirrors - West Coast Style	\$2,162.60
KME-A176	Rosco West Coast - Heated/Remote Mirrors	\$1,311.20
KME-A177	Velvac 8" Extending Convex Mirror Above Os Windshield Corner	\$292.60
KME-A178	Velvac Over Door Convex Mirror Above Os Door Window	\$148.50
KME-A179	Tread Plate Foot Pads On Floor @ Each Seating Position	\$594.00
KME-A180	Full Tread Plate Floor Overlay In Front And Rear Of Cab	\$1,514.70



KME-A181	Brushed S/S Scuff Plates On Engine Enclosure - Driver Side	\$135.30
KME-A182	Brushed S/S Scuff Plates On Engine Enclosure - Officer Side	\$135.30
KME-A183	Brushed S/S Scuff Plates On Engine Enclosure - Rear	\$149.60
KME-A184	Polished S/S Scuff Plates On Engine Enclosure - Driver Side	\$149.60
KME-A185	Polished S/S Scuff Plates On Engine Enclosure - Officer Side	\$149.60
KME-A186	Polished S/S Scuff Plates On Engine Enclosure - Rear	\$149.60
KME-A187	Diamondette Scuff Plates On Engine Enclosure - Driver Side	\$149.60
KME-A188	Diamondette Scuff Plates On Engine Enclosure - Officer Side	\$149.60
KME-A189	Diamondette Scuff Plates On Engine Enclosure - Rear	\$149.60
KME-A190	External Cab Ems Copt Ds W/ Roll-Up Door + Internal Roll-Up Door Brush Alum - P	\$2,943.60
KME-A191	Tread Plate Cab Ems Compartment 53"H X 36"W	\$2,752.20
KME-A192	Tread Plate Cab Ems Compartment Dual, 46"H X 24"W	\$4,402.20
KME-A193	Painted Cab Ems Compartment 53"H X 36"W	\$2,673.00
KME-A194	Painted Cab Ems Compartment Dual 46"H X 24"W	\$4,056.80
KME-A195	Keyed Lock For Ems Compartment Door	\$102.30
KME-A196	Adjustable Shelve(S) For Ems Storage Comp	\$239.80
KME-A197	Cab Ems Compartment Lighting, LED Strip	\$254.10
KME-A198	Storage Comp For (3) 3 Binders	\$1,278.20
KME-A199	Cab Doghouse Module	\$1,221.00
KME-A200	Notebook Holder	\$1,243.00
KME-A201	Pac-Trac Overlay - Rear Cab Interior	\$447.70



KME-A202	Computer Swivel Mount On Engine Enclosure	\$409.20
KME-A203	Laptop Computer Slide Out Tray - Officer Side Dash	\$643.50
KME-A204	3/4" Conduit From Cab To Pump Panel For Radio Wiring	\$434.50
KME-A205	3/4" Conduit From Cab To Ds Front Body Compt For Radio Wire	\$446.60
KME-A206	Officer Fold Down Foot Rest On Firewall	\$409.20
KME-A207	Interior Cab Cabinet - Full Width Of Rear Wall	\$1,504.80
KME-A208	Interior Cab Cabinet - Cab Slope	\$979.00
KME-A209	Magnetic Dry Erase Board - Cab Rear Wall	\$721.60
KME-A210	Air Application Gauge	\$221.10
KME-A211	Transmission Oil Pressure Gauge	\$245.30
KME-A212	Fuel Pressure Gauge	\$297.00
KME-A213	Ammeter	\$462.00
KME-A214	Fuel Restriction Alarm	\$189.20
KME-A215	Odyssey Digital Clock - Mounted In Dash	\$374.00
KME-A216	Class One "Officer's Speedometer", Located Near Officer	\$547.80
KME-A217	Accutech Compass & Temperature Gauge	\$309.10
KME-A218	Aux. Heaters Under Driver & Officer Seat Riser	\$1,657.70
KME-A219	Aux. Heaters Under Rear Facing, Outer Seat Risers	\$1,657.70
KME-A220	Two (2) 6" Windshield Defogger Fans	\$474.10
KME-A221	Two (2) 6" Circulation Fans For Rear Crew Area	\$474.10
KME-A222	Auxiliary - Manual Cab Lift Backup System	\$616.00



KME-A223	Tether Control For Cab Tilt , W/Compartment For Control	\$1,321.10
KME-A224	Cab Tilt Secondary Safety Lock	\$564.30
KME-A225	Rear Cab Lifting Eyelets	\$199.10
KME-A226	110,000 Psi Frame: Triple Frame, Any Single Axle	\$18,466.80
KME-A227	16" Front Bumper Extension With Tread Plate Gravel Shield	\$1,268.30
KME-A228	20" Front Bumper Extension With Tread Plate Gravel Shield	\$1,356.30
KME-A229	27" Front Bumper Extension With Tread Plate Gravel Shield	\$1,521.30
KME-A230	1/4" Steel Reinf. Channel Mounted Behind Front Bumper	\$600.60
KME-A231	Warn 9,000# Electric Winch Mtd In Bumper Ext.	\$3,674.00
KME-A232	Warn 12,000# Electric Winch Mtd In Bumper Ext.	\$3,791.70
KME-A233	Warn 9000# Portable Winch	\$2,685.10
KME-A234	Winch Receiver Point	\$1,983.30
KME-A235	Custom - One (1) Hose Well At Center Of Bumper Ext.	\$738.10
KME-A236	Custom - Two (2) Velcro Straps On Center Well	\$204.60
KME-A237	Custom - One (1) Hypalon Cover On Center Well	\$484.00
KME-A238	Custom - One (1) Hinged, Latched, Tread Plate Cover On Center	\$473.00
KME-A239	Custom - One (1) Hose Well Driver Side Of Bumper Extension	\$738.10
KME-A240	Custom - Two (2) Velcro Straps On Driver Side Well	\$204.60
KME-A241	Custom - One (1) Vinyl Cover On Driver Side Well	\$484.00
KME-A242	Custom - Tread Plate Cover Notched For Pre-Connected Hose	\$80.30
KME-A243	Custom - One (1) Hose Well Officer Side Of Bumper Extension	\$738.10



KME-A244	Custom - Two (2) Velcro Straps On Officer Side Well	\$204.60
KME-A245	Custom - One (1) Vinyl Cover On Officer Side Well	\$484.00
KME-A246	Custom - One (1) Hinged, Latched, Tread Plate Cover On Os Sid	\$473.00
KME-A247	Custom - Tread Plate Cover Notched For Pre-Connected Hose	\$80.30
KME-A248	Dri-Dek Material Well	\$84.70
KME-A249	Two (2) Painted Tow Hooks Below Front Bumper	\$267.30
KME-A250	Two (2) Chrome Plated Tow Hooks, Above Front Bumper	\$480.70
KME-A251	Two (2) Chrome Plated Tow Eyes, Above Bumper	\$480.70
KME-A252	Tow Fork - Tow eye Provision	\$573.10
KME-A253	Lighted Led Bumper Guide Poles On Corners Of Bumper	\$300.30
KME-A254	License Plate Bracket On Front Bumper	\$101.20
KME-A255	Flag Holders, Front Bumper	\$316.80
KME-A256	Chain System For Single Rear Axle (Insta-Chain 6 Strand)	\$2,808.30
KME-A257	Chain System For Single Rear Axle (On-Spot 18 Strand)	\$3,060.20
KME-A258	Chain System For Single Rear Axle - Universal Fit	\$4,242.70
KME-A259	Skf - Vogel Lube System, Model Kfu-2-40	\$4,370.30
KME-A260	Telma Driveline Retarder Single Axle	\$15,061.20
KME-A261	Telma Retarder Operation W/Brake Pedal Progressive Stages 1, 2, 3, & 4	\$325.60
KME-A262	Automatic Moisture Ejector On The Primary Tank	\$678.70
KME-A263	Heated Automatic Moisture Ejector On The Primary Tank	\$278.30
KME-A264	Pull Cable Drains On All Air Tanks	\$568.70



KME-A265	Reinforced Hose With Reusable Fittings - SA	\$2,509.10
KME-A266	Second Parking Brake Control Near Officer	\$421.30
KME-A267	U-Bolt Guard Over Parking Brake Knob	\$188.10
KME-A268	Steering Column Trolley Brake	\$145.20
KME-A269	Aux. Air Inlet In Lh Door Area (To Charge Vehicle Air System	\$332.20
KME-A270	50' Air Supply Hose For Air Outlet On Cab W/M	\$135.30
KME-A271	Single Glad Hand Connection Under Front Bumper	\$179.30
KME-A272	Dual Glad Hand Connections Under Front Bumper	\$359.70
KME-A273	Kussmaul Auto Air Eject Inlet	\$591.80
KME-A274	Gast Air Compressor	\$1,541.10
KME-A275	Kussmaul #091-9-090 Auto Drain Achp	\$949.30
KME-A276	Back Stop Rear "Croft" Full Rear Bumper Safety System	\$4,142.60
KME-A277	Tyron Wheel Safety Bands - Front Wheels	\$1,821.60
KME-A278	Chassis Wheel Alignment Prior To Delivery	\$986.70
KME-A279	Tyron Wheel Safety Bands - Rear Wheels Single Axle	\$3,316.50
KME-A280	Tyron Wheel Safety Bands - Rear Wheels Tandem Axle	\$6,414.10
KME-A281	Emergency Engine Shutdown - Amot #4262-25, Pneumatic Control	\$2,183.50
KME-A282	Kim "Hotstart" 1500 Engine Heater With Receptacle	\$806.30
KME-A283	Upgrade Fuel Tank 65 Gallons	\$1,606.00
KME-A284	Upgrade Fuel Tank Material - Aluminum	\$2,095.50
KME-A285	Upgrade Fuel Tank Material - Stainless Steel	\$2,932.60



KME-A286	Fuel Line Shut-Off Valve	\$259.60
KME-A287	Dual Fuel Line Shut-Off Valves	\$464.20
KME-A288	Advanced Chassis Diagnostics	\$1,135.20
KME-A289	Cummins Insite, Engine Diagnostic Software	\$936.10
KME-A290	Allison Doc For Fleets, Transmission Diagnostic Software	\$1,254.00
KME-A291	Wabco Toolbox, Abs Diagnostic Software	\$500.50
KME-A292	Diamond Logic Fleet, Multiplex Diagnostic Software	\$1,042.80
KME-A293	Leece Neville - Dual 270 Amp 4993Pa - Alternators	\$2,300.10
KME-A294	Leece Neville 350 Amp Blp4004H Alternator	\$1,475.10
KME-A295	Niehoff 14-Volt C 680 - 430 Amp Alternator	\$3,059.10
KME-A296	Delco Remy 40Si, 300 Amp Brushless Alternator	\$1,597.20
KME-A297	Delco Remy 40Si, 320 Amp Brushless Alternator	\$3,059.10
KME-A298	Delco Remy 55Si, 430 Amp Brushless Alternator	\$2,073.50
KME-A299	Custom Chassis Cold Weather Package	\$3,404.50
KME-A300	Artic Fluid Package	\$1,240.80
KME-A301	Kussmaul Model 12Ho, 20Amp, Battery Charger	\$861.30
KME-A302	Kussmaul Model 1000 Plc, 15Amp Charger W/ 120 Vac 125Psi Air Comp.	\$2,438.70
KME-A303	Kussmaul Model 1200, 40Amp, Battery Charger	\$1,343.10
KME-A304	Kussmaul Model 1200, 40Amp W/ 120 Vac 125Psi Air Comp.	\$2,288.00
KME-A305	Promariner Pronautic, 20Amp, Battery Charger	\$635.80
KME-A306	Promariner Pronautic, 40Amp, Battery Charger	\$734.80



KME-A307	Kussmaul 120 Vac, 125Psi, Air Compressor	\$949.30
KME-A308	Kussmaul Auto Drain Achp - 120V	\$357.50
KME-A309	120 Volt 5-15R Recept Rear Ems Compart Wired To Shoreline	\$286.00
KME-A310	120 Volt 5-15R Recept Rear Body Compart Wired To Shoreline	\$286.00
KME-A311	120 Volt Power Strip Ems Compt, Wired To Shoreline	\$304.70
KME-A312	One (1) 3' Long Outlet Strip	\$332.20
KME-A313	Add. Whelen 6" Round White/Red Led Interior Lights - Front	\$190.30
KME-A314	Add. Whelen 6" Round White/Red Led Interior Lights - Rear	\$190.30
KME-A315	Inner Cab Door Flashers (Led)	\$855.80
KME-A316	Hella, #343-720-622 "Red/White", Led Map Light @ Right Side Of Dash	\$242.00
KME-A317	Hella, #343-720-622 "Red/White", Led Map Light @ Center Of Dash	\$242.00
KME-A318	Sunnex Model #700, Goose Neck Map Light At Right Side Of Dash	\$286.00
KME-A319	Sunnex Model #Hs762, Map Light At Driver Side Overhead	\$286.00
KME-A320	Sunnex Model #Hs762, Map Light At Officer Side Overhead	\$286.00
KME-A321	Optronics Kb4001, "Blue Eye" Handheld Spotlight On Right Sid	\$176.00
KME-A322	Federal #620102 "Visibeam Ii" Remote Spotlight, Side Of Cab	\$546.70
KME-A323	Federal #620200 "Visibeam" Wireless Remote Spot, Side Cab	\$591.80
KME-A324	Golight #2020 Remote Spot Light	\$837.10
KME-A325	Golight #20204 Remote Led Spot Light	\$1,160.50
KME-A326	12 Volt Power Port Located In Cab As Directed	\$134.20
KME-A327	USB Charging Port Located Near Driver	\$233.20



KME-A328	Blue Sea Fuse Block - Circuit In Rear Crew Area	\$424.60
KME-A329	Optimo Rear Vision/Gps Camera System, 7.0" Color Lcd	\$1,931.60
KME-A330	Safety Vision Color Led System Sv-Clcd- Rear Camera	\$2,090.00
KME-A331	Safety Vision Color "Led" System - Triple Cameras	\$4,017.20
KME-A332	Asa Voyager Camera Sys, 7" Color Lcd - Rear Camera System	\$1,501.50
KME-A333	Asa Voyager Camera Sys, 7" Color Lcd - Dual Camera System	\$2,002.00
KME-A334	Asa Voyager Camera Sys, 7" Color Lcd - Triple Camera System	\$2,502.50
KME-A335	Federal Signal Camera System, 7.0" Color Lcd - Dual Cameras	\$1,915.10
KME-A336	Federal Signal Camera System, 7.0" Color Lcd - Triple Cameras	\$2,326.50
KME-A337	360 Degree Camera System	\$5,662.80
KME-A338	Rear Camera Guard	\$171.60
KME-A339	Britax, 6" Angled Rubber Led Light @ Rear Body Corners	\$349.80
KME-A340	Tecniq #E96 Led Docking Lights In Rear Wheelwell Panels	\$734.80
KME-A341	Zico #Zql-Ss-H7614 Quic-Lights In Rear Wheelwell Panels	\$1,152.80
KME-A342	Frc Brow Lt, Focus, 150W12V, (2) @ Front Door Radius	\$1,677.50
KME-A343	Frc Brow Lt, Focus, 300W12V, (2) @ Front Door Radius	\$1,459.70
KME-A344	Frc Brow Light, Spectra Led, 155W12V, (1) Above Windshield	\$1,818.30
KME-A345	Frc Brow Light, Spectra Led, 155W12V, (2) Above Windshield	\$3,638.80
KME-A346	Frc Brow Light, Spectra Led, 155W12V, (2) Front Door Radius	\$4,170.10
KME-A347	Whelen Pioneer #Pfa1 Brow Light, 35W12V Led (1) Above Windshield	\$932.80
KME-A348	Whelen Pioneer #Pfa1 Brow Light, 35W12V Led (2) Above Windshield	\$1,866.70



KME-A349	Whelen Pioneer #Pfa2 Brow Light, 70W12V Led (1) Above Windshield	\$1,350.80
KME-A350	Whelen Pioneer #Pfa2 Brow Light, 70W12V Led (2) Above Windshield	\$2,744.50
KME-A351	Whelen Pioneer #Pfa1 Brow Light, 35W12V Led, (2) @ Front Door Radius	\$1,866.70
KME-A352	Whelen Pioneer #Pfa2 Brow Light, 70W12V Led, (2) @ Front Door Radius	\$2,702.70
KME-A353	Whelen Pioneer #Pfp1 Brow Light, 75W12V Led, (2) @ Front Door Radius	\$2,245.10
KME-A354	Whelen Pioneer #Pfp2 Brow Light, 150W12V Led, (2) @ Front Door Radius	\$3,355.00
KME-A355	Hiviz Firetech 46" Brow Light W/ Iml, 180W12V Led, (1) Above Windshield	\$1,965.70
KME-A356	Hiviz Firetech 65" Brow Light W/ Iml, 255W12V Led, (1) Above Windshield	\$3,052.50
KME-A357	Hiviz Firetech 72" Brow Light W/ Iml, 285W12V Led, (1) Above Windshield	\$3,542.00
KME-A358	Compt. Lights, On Scene Solutions Access Series Led Lighting - Single	\$221.10
KME-A359	Compt. Lights, On Scene Solutions Access Series Led Lighting - Dual	\$441.10
KME-A360	Compt. Lights, Rom Led V4 Track Lighting - Single	\$244.20
KME-A361	Compt. Lights, Rom Led V4 Track Lighting - Dual	\$457.60
KME-A362	Compt. Lights, Amdor Luma Bar Led Lighting - Single	\$250.80
KME-A363	Compt. Lights, Amdor Luma Bar Led Lighting - Dual	\$502.70
KME-A364	(2) Whelen Pioneer #Pfa1 Recessed Lights, 35W12V Led	\$1,927.20
KME-A365	(2) Whelen Pioneer #Pfp1 Recessed Lights, 75W12V Led	\$2,978.80
KME-A366	(2) Whelen Pioneer #Pcp2 Recessed Lights, 150W12V Led	\$3,652.00
KME-A367	(2) Whelen Pioneer Surface Mtd Lights, 150W12V Led	\$3,652.00
KME-A368	12 Volt Command Light Tower, KI410, Quartz Lights	\$15,853.20
KME-A369	12 Volt Command Light Tower, KI415D-W2, Whelen Led Lights	\$24,467.30



KME-A370	12 Volt Command Light Tower, KI415D-Fe, Frc Evolution Led Lights	\$24,883.10
KME-A371	12 Volt Command Light Tower, KI415D-Fs, Frc Spectra Led Lights	\$25,604.70
KME-A372	12 Volt Command Light Tower, SI441, Quartz Lights	\$9,413.80
KME-A373	12 Volt Command Light Tower, SI442D-W2, Whelen Led Lights	\$13,326.50
KME-A374	12 Volt Command Light Tower, SI442D-Fe, Frc Evolution Led Lights	\$18,382.10
KME-A375	12 Volt Command Light Tower, SI442D-Fs, Frc Spectra Led Lights	\$19,042.10
KME-A376	12V Will-Burt Nightscan 2.3-150- Led	\$14,109.70
KME-A377	12V Will-Burt Nightscan 1.8-600 - Led	\$18,702.20
KME-A378	12V Will-Burt Nightscan 2.3-600 - Led	\$17,557.10
KME-A379	Tread Plate Light Tower Guard	\$1,095.60
KME-A380	Painted Light Tower Guard	\$1,806.20
KME-A381	Two (2) 22" Led Light Bars, Mounted Side Facing	\$3,521.10
KME-A382	Two (2) 21" Led Mini Light Bars, Mounted Side Facing	\$2,559.70
KME-A383	3M Opticom - Pedastal Mounted On Cab Roof	\$1,881.00
KME-A384	3M Opticom - Mounted In Cab Roof Light Bar	\$2,871.00
KME-A385	(1) Mars 888 Traffic Breaker Warn Lt	\$1,485.00
KME-A386	(2) Mars 888 Traffic Breaker Warn Lt	\$2,970.00
KME-A387	Roto-Ray #200 Warning, Mounted On Front Face Of Cab	\$1,881.00
KME-A388	Roto-Ray Led #4000 Warning, Mounted On Front Face Of Cab	\$2,791.80
KME-A389	Roto-Ray #4000 Warning, Mounted On Top Of Front Extension	\$2,900.70
KME-A390	Code 3 39" - As839X "Arrow Stick" Light At Rear Of Body	\$1,458.60



KME-A391	Code 3 Led 39" - Lc839 "Lc Stick" Light At Rear Of Body	\$1,579.60
KME-A392	Code 3 Led 47" - Lc847 "Lc Stick" Light At Rear Of Body	\$1,664.30
KME-A393	Code 3 Ledx Nasl630, 31" - "Narrow Stick" Light At Rear Of Body	\$1,949.20
KME-A394	Code 3 Ledx 41" - "Narrow Stick" Light At Rear Of Body	\$1,969.00
KME-A395	Code 3 Ledx 47" - "Narrow Stick" Light At Rear Of Body	\$2,157.10
KME-A396	Code 3 Ledx6 Split - "Narrow Stick" Lt At Rear Of Body	\$2,106.50
KME-A397	Code 3 Ledx8 Split - "Narrow Stick" Lt At Rear Of Body	\$2,548.70
KME-A398	Code 3 Torus 40.5" Naslts539 "Narrow Stick" Lt At Rear Of Body	\$1,732.50
KME-A399	Code 3 Torus Split - Naslts8Sp "Narrow Stick" Lt At Rear Of Body	\$1,818.30
KME-A400	Federal 24", Led "Latitude Signal Master" Light At Rear Of Body	\$1,311.20
KME-A401	Federal 31", Led "Latitude Signal Master" Light At Rear Of Body	\$1,365.10
KME-A402	Federal 42", Vpx Led "Signal Master" Light At Rear Of Body	\$2,867.70
KME-A403	Federal 51", Vpx Led "Signal Master" Light At Rear Of Body	\$2,951.30
KME-A404	Whelen Led 36" - #Tal65 "Traffic Advisor" On Rear Of Body	\$1,415.70
KME-A405	Whelen Led 48" - #Tal85 "Traffic Advisor" On Rear Of Body	\$1,515.80
KME-A406	Whelen Led 36" - #Tam65 "Traffic Advisor" At Rear Of Body	\$1,809.50
KME-A407	Federal Q2B Siren @ Cab Front	\$3,632.20
KME-A408	Siren Control - Floor Switch, Driver And Officer	\$243.10
KME-A409	Q2-B Chrome Guard	\$446.60
KME-A410	South Park 12" Smooth Chrome Bell @ Front Of Cab	\$2,685.10
KME-A411	Kme Engraved 10" Chrome Bell W/Eagle Mtd @ Front Of Cab	\$1,816.10



KME-A412	Bell Mount - Officer'S Side Of Bumper Extension	\$216.70
KME-A413	Bearcat Mobile Scanner #Bcd996Xt	\$1,270.50
KME-A414	Lg Rollover Alert System	\$4,154.70
KME-A415	Class One "Captain" Governor Control	\$2,459.60
KME-A416	Class One "Tpg" Governor Control	\$2,031.70
KME-A417	Class One "Sentry Pressure Governor" Control "Spg" With Twister	\$2,741.20
KME-A418	Fire Research "Pro-S" Pressure Governor	\$2,476.10
KME-A419	Fire Research "Pump Boss" Pba400 Pressure Governor	\$2,406.80
KME-A420	Fire Research "In Control" Tga-400 Pressure Governor	\$3,660.80
KME-A421	Akron Style #59 Intake Relief Valve	\$580.80
KME-A422	Waterous Intake Relief Valve	\$2,003.10
KME-A423	Task Force Tips Intake Relief Valve	\$397.10
KME-A424	Hale Anode Pro - Monitor Box	\$282.70
KME-A425	Hale Anode Pro -Two (2) Intelligent Anodes	\$847.00
KME-A426	Hale Anode Pro - Three (3) Intelligent Anodes	\$1,050.50
KME-A427	Waterous Anode Blocks - 2 Total	\$369.60
KME-A428	Waterous Anode Blocks - 4 Total	\$743.60
KME-A429	Hale Thermal Relief Valve	\$924.00
KME-A430	Waterous Pump Overheat/Thermal Relief System	\$772.20
KME-A431	Pump Module - Stainless Steel Construction	\$3,910.50
KME-A432	Pump Module - Aluminum Construction	\$3,241.70



KME-A433	Upgrade Pump Panel - Line-X	\$2,101.00
KME-A434	Driver Side, Pump Panel Enclosed With Roll-Up Door	\$5,326.20
KME-A435	Officer Side, Pump Panel Enclosed With Roll-Up Door	\$5,326.20
KME-A436	One (1) Hades15K Btu Hot Water Heater For Pump Enclosure	\$825.00
KME-A437	Two (2) Hades 15K Btu Hot Water Heaters For Pump Enclosure	\$1,650.00
KME-A438	Pump Enclosure Heat Pan	\$1,245.20
KME-A439	Foam System Piping - From Foam Source To System	\$789.80
KME-A440	Scotty, Around-The-Pump Foam System	\$1,573.00
KME-A441	Feecon Ap-1.5 Around The Pump Class "B" Foam System	\$4,896.10
KME-A442	Fire Research Mfa200 Class "A" Around The Pump Foam System	\$3,553.00
KME-A443	Fire Research Mfa201 Class "B" Around The Pump Foam System	\$3,800.50
KME-A444	Foampro 1601 Class "A" Foam System	\$7,260.00
KME-A445	Foampro 2001 Class "A And/Or B" Foam System	\$10,143.10
KME-A446	Foampro 2002 Class "A And/Or B" Foam System	\$12,546.60
KME-A447	Foampro 3012 Hyd. Class "A And/Or B" Foam System	\$23,679.70
KME-A448	Hale Foam Logix 2.1 Class "A" Foam System	\$7,505.30
KME-A449	Hale Smart Foam 3.3 Class "A And/Or B" Foam System	\$13,339.70
KME-A450	Hale Smart Foam 5.0 Class "A And/Or B" Foam System	\$14,828.00
KME-A451	Hale Smart Foam 6.5 Class "A And/Or B" Foam System	\$17,569.20
KME-A452	Waterous Aquis 1.5 Class "A And/Or B" Foam System	\$6,512.00
KME-A453	Waterous Aquis 3.0 Class "A And/Or B" Foam System	\$8,296.20



KME-A454	Waterous Aquis 6.0 Class "A And/Or B" Foam System	\$10,478.60
KME-A455	Injection System Plumbing - Up To 500 Gpm	\$1,411.30
KME-A456	Injection System Plumbing Foam Manifold	\$2,114.20
KME-A457	Waterous Eclipse 500 Gpm/200 Cfm - Aquis 6.0	\$50,000.00
KME-A458	Waterous Eclipse 1000 Gpm/200 Cfm - Aquis 6.0	\$50,000.00
KME-A459	Waterous Es-Eclipse 500 Gpm/200 Cfm - Aquis 6.0	\$50,000.00
KME-A460	Waterous Es-Eclipse 1000 Gpm/200 Cfm - Aquis 6.0	\$50,000.00
KME-A461	Hale Qmax - Smart CAFS 750 Gpm/210 Cfm - Foamlogix 5.0	\$50,000.00
KME-A462	Pneumax CAFS 140 CFM - Advantus 6	\$50,000.00
KME-A463	Cafs Operating Controls - Class 1	\$580.80
KME-A464	Cafs Operating Controls - Innovative Controls	\$1,081.30
KME-A465	Manual Single Tank Selector	\$2,256.10
KME-A466	By-Pass Valve Only - No Flush	\$426.80
KME-A467	Hale Foam Logix Manual Dual Tank Selector For Class A Or B	\$2,725.80
KME-A468	Foam Pro Power Fill Foam Tank Refill System	\$3,517.80
KME-A469	Foam Pro Portable Foam Tank Refill System	\$1,667.60
KME-A470	Hale Ez-Fill Foam Tank Refill Sys - Single Tank	\$3,327.50
KME-A471	Hale Ez-Fill Foam Tank Refill Sys - Dual Tank	\$3,897.30
KME-A472	Elkhart, Off Truck Foam Access Pick-Up Kit #1	\$918.50
KME-A473	Waterous - Off Truck Foam Access Pick-Up Kit	\$4,194.30
KME-A474	Foampro 2002 And 3012 Off Board Foam Pick-Up Kit	\$6,278.80



KME-A475	Garden Hose Discharge On Operator'S Panel	\$404.80
KME-A476	Fuel Gauge On Pump Panel (Do Not Use On Commercial Chassis)	\$355.30
KME-A477	Pump Hourmeter On Pump Panel	\$237.60
KME-A478	Air Horn Control Button On Pump Panel	\$228.80
KME-A479	Punched Speaker Grille On Pump Panel	\$184.80
KME-A480	3/4" Pump By-Pass Cooler On Pump Panel	\$270.60
KME-A481	Air Inlet/Outlet On Right Side Pump Panel	\$476.30
KME-A482	Microphone Box W/ Integral Speaker Grille (12"W - 6"H- 6"D)	\$770.00
KME-A483	Microphone Box (Cpi) #Eb0002-1-A (5.5"W - 11.75"H - 6"D)	\$595.10
KME-A484	Slide-Out Step @ Pump Operator's Panel	\$1,045.00
KME-A485	1-1/2" Tank Drain With Push/Pull Control	\$1,221.00
KME-A486	(1) - 3/16" Adjustable Hosebed Partitions	\$437.80
KME-A487	Tubing Reinforcement On Partition(S) - 3/4" [Per Qty]	\$337.70
KME-A488	Grip-Strut Insert In The Recessed Rear Step	\$425.70
KME-A489	Grip-Strut Insert In Driver Side Running Board Step	\$425.70
KME-A490	Storage Well In Running Board-Per Side	\$936.10
KME-A491	Two (2) Scba Bottle Storage Compartments	\$531.30
KME-A492	Four (4) Scba Bottle Storage Compartments	\$1,778.70
KME-A493	One (1) Slide Out Absorbent Bin - Body Fender	\$1,416.80
KME-A494	One (1) Triple Scba Bottle Storage - Body Fender	\$1,128.60
KME-A495	One (1) Open Storage Compartment - Body Fender	\$661.10



KME-A496	Upf Poly Removable Tool Box - Small	\$221.10
KME-A497	Upf Poly Removable Tool Box - Large	\$397.10
KME-A498	Back Board Storage Slot Within Ladder Storage Area	\$685.30
KME-A499	Zico "Single Arm", Heavy Duty, Hydraulic Ladder Rack	\$6,044.50
KME-A500	Zico "Dual Arm" Overhead Ladder Rack	\$18,978.30
KME-A501	Zico Two Arm Drop Down Ladder Rack Compt. Cap Mounted	\$6,044.50
KME-A502	Single Arm Ladder Rack - Hydraulic Cover	\$661.10
KME-A503	Little Giant Ladder Model 13 (7'-11')	\$869.00
KME-A504	Little Giant Ladder Model 17 (9'-15')	\$935.00
KME-A505	Little Giant Ladder Model 22 (11'-19')	\$1,028.50
KME-A506	Little Giant Ladder Model 26 (13'-23')	\$1,083.50
KME-A507	6' Aluminum Step Ladder	\$192.50
KME-A508	8' Aluminum Step Ladder	\$269.50
KME-A509	10' Aluminum Step Ladder	\$347.60
KME-A510	6' Fiberglass Step Ladder	\$244.20
KME-A511	8' Fiberglass Step Ladder	\$316.80
KME-A512	10' Fiberglass Step Ladder	\$414.70
KME-A513	6' Fire Hooks Unlimited Fiberglass Pike Pole	\$82.50
KME-A514	8' Fire Hooks Unlimited Fiberglass Pike Pole	\$99.00
KME-A515	10' Fire Hooks Unlimited Fiberglass Pike Pole	\$129.80
KME-A516	12' Fire Hooks Unlimited Fiberglass Pike Pole	\$151.80



KME-A517	14' Fire Hooks Unlimited Fiberglass Pike Pole	\$172.70
KME-A518	6' Fire Hooks Unlimited Fiberglass Boston Rake Hook	\$199.10
KME-A519	8' Fire Hooks Unlimited Fiberglass Boston Rake Hook	\$210.10
KME-A520	6' Fire Hooks Unlimited Fiberglass Multi-Purpose Hook	\$188.10
KME-A521	8' Fire Hooks Unlimited Fiberglass Multi-Purpose Hook	\$205.70
KME-A522	6' Fire Hooks Unlimited Fiberglass Arson Trash Hook	\$215.60
KME-A523	8' Fire Hooks Unlimited Fiberglass Arson Trash Hook	\$226.60
KME-A524	6' Fire Hooks Unlimited Fiberglass Dry Wall Hook	\$205.70
KME-A525	8' Fire Hooks Unlimited Fiberglass Dry Wall Hook	\$221.10
KME-A526	Hydrant Adapter, 6" Nst	\$292.60
KME-A527	3' Pike Pole W/D-Ring Handle	\$159.50
KME-A528	Drywall Hook	\$176.00
KME-A529	30" Tnt Tool	\$512.60
KME-A530	51" Crowbar	\$139.70
KME-A531	12 Pound Sledge Hammer	\$200.20
KME-A532	30" Pro Bar	\$325.60
KME-A533	30" Super "Quic Bar" Entry Tool	\$243.10
KME-A534	18" Officer's Entry Tool	\$85.80
KME-A535	6 Lb. Flathead Axe W/Fiberglass Handle	\$156.20
KME-A536	6 Lb. Pickhead Axe W/Fiberglass Handle	\$162.80
KME-A537	Large Scoop Shovel	\$47.30



KME-A538	Amerex 2 1/2 Gallon Water Extinguisher W/Brkt	\$234.30
KME-A539	Amerex 10 Lb Abc Dry Chemical Fire Extinguisher W/Brkt	\$171.60
KME-A540	Amerex 20 Lb Abc Dry Chemical Fire Extinguisher W/Brkt	\$247.50
KME-A541	Amerex 10 Lb Co2 Fire Extinguisher W/Brkt	\$343.20
KME-A542	Amerex 15 Lb Co2 Fire Extinguisher W/Brkt	\$387.20
KME-A543	Amerex 20 Lb Co2 Fire Extinguisher W/Brkt	\$424.60
KME-A544	Heavy Duty 36" Bolt Cutters With Chrome Alloy Cutting Heads	\$205.70
KME-A545	Heavy Duty 28" Wire Cutters	\$138.60
KME-A546	Kochek, Model K45-3 Spanner Wrench Set	\$254.10
KME-A547	Kochek, Model Ks-34 Storz Spanner Wrench Set	\$209.00
KME-A548	Life Belt With Pompier Hook	\$281.60
KME-A549	Ferno Washington Model #71 Basket Stretcher, Plastic	\$1,078.00
KME-A550	Junkin Model #Jsa-300 Basket Stretcher, Wire Mesh	\$410.30
KME-A551	Junkin Model #Jsa-300Cs Basket Stretcher, Confined Space	\$463.10
KME-A552	Junkin Model #Mil-8131-W Military Basket Stretcher (S.S.)	\$924.00
KME-A553	Junkin Model #Jsa-200 Basket Stretcher, Plastic	\$927.30
KME-A554	Junkin Model #Jsa-300-X Bridle Sling	\$200.20
KME-A555	25 Person First Aid Kit	\$68.20
KME-A556	Zico Scba Bottle Bracket, Mounted As Directed	\$162.80
KME-A557	Fluorescent Orange Traffic Cones - Five Total	\$200.20
KME-A558	Streamlight "Vulcan" Hand light	\$237.60



KME-A559	Streamlight "Fire Vulcan" C4 Led Hand light	\$348.70
KME-A560	Streamlight "Fire Vulcan" Hand light	\$264.00
KME-A561	Streamlight "Survivor" Led Hand light	\$275.00
KME-A562	Streamlight Litebox Hand light	\$288.20
KME-A563	Two (2) Zico #Sac-44 Folding Wheel Chocks - Fd Mounting	\$876.70
KME-A564	Four (4) Zico #Sac-44 Folding Wheel Chocks - Fd Mounting	\$1,699.50
KME-A565	Stokes Basket Storage Module	\$1,179.20
KME-A566	Upgrade pump panel lights to LED with shield	\$694.10
KME-A567	Upgrade pump panel lights to LED with step/shield	\$2,019.60
KME-A568	Upgrade to Formed Stainless Steel Grill	\$166.10
KME-A569	Upgrade to Body Hinged Doors	\$3,349.50
KME-A570	Heavy Duty Soundproofing/ Insulation Under Engine Enclosure	\$2,703.80
KME-A571	Two (2) Whelen LED Scene Lights	\$1,778.70
KME-A572	HRET-50 Upper Boom- Requires KME-A573, KME-A574, KME-A575, KME-A576	\$50,000.00
KME-A573	HRET-50 Lower Boom- Requires KME-A572, KME-A574, KME-A575, KME-A576	\$50,000.00
KME-A574	HRET-50 Turntable- Requires KME-A572, KME-A573, KME-A575, KME-A576	\$50,000.00
KME-A575	HRET-50 Hydraulic System- Requires KME-A572, KME-A573, KME-A574, KME-A576	\$50,000.00
KME-A576	HRET-50 Torque Box- Requires KME-A572, KME-A573, KME-A574, KME-A575	\$48,125.00
KME-A577	Utility air reel plumbed to the chassis air system with 100' of 3/8" hose	\$2,563.00
KME-A578	4-Bank cascade system with DOT bottles and 2-position fill station	\$34,200.10
KME-A579	4-Bank cascade system with ASME bottles and 2-position fill station	\$47,027.20



KME-A580	Bauer 13SCFM breathing air compressor - electric	\$42,457.00
KME-A581	Bauer CFS5.5 2 Mobile fill station	\$22,658.00
KME-A582	6000PSI ASME storage bottle	\$6,500.00
KME-A583	Low pressure breathing air reel with 100' of 300psi hose	\$5,406.50
KME-A584	High pressure breathing air reel with 100' of 6000psi hose	\$6,569.20
KME-A585	Cascade Booster Pump	\$16,407.60
KME-A586	Platform Detachable Electric Winch	\$6,713.30
KME-A587	Add a rope rescue attachment on end of aerial	\$325.60
KME-A588	Add breathing air to aerial device	\$6,916.80
KME-A589	Add mansaver bars to the turntable	\$1,431.10
KME-A590	Add a VUM to the end of the aerial device	\$1,620.30
KME-A591	Add storage box to platform	\$1,353.00
KME-A592	Add 3 to 1 attachment to platform	\$2,689.50
KME-A593	Add a second monitor to the platform	\$21,793.20
KME-A594	Delete pump and tank	-\$30,250.00
KME-A595	Add a transverse locker in lieu of the pumphouse	\$8,593.20
KME-A596	Add a IQAN System	\$17,187.50
KME-A597	Add down jack to aerial device to increase to a 750# tip load	\$21,846.00
KME-A598	Add diamond grade chevron to rear of apparatus	\$480.70
KME-A599	Add Tuf-Kote to single axle apparatus	\$1,894.20
KME-A600	Add Tuf-Kote to tandem axle apparatus	\$2,664.20



KME-A601	Paint aerial silver or black	\$1,988.80
KME-A602	Add Line-x paint to the turntable	\$2,062.50
KME-A603	Add a Slideshot hosebed to	\$25,008.50
KME-A604	Add three position controls to the platform	\$3,209.80
KME-A605	Add hosebed access steps to any models with a straight shot hosebed	\$4,125.00
KME-A606	Add automatic auto level	\$8,242.30
KME-A607	Add heavy duty line-x painted outrigger panels to tandem axle models only	\$3,162.50
KME-A608	Upgrade the model MA02 to a 109' aerial device	\$45,265.00
KME-A609	Change the model MA06 to a 95 foot model	-\$4,125.00
KME-A610	Change the model MA06 to a 81 foot model	-\$6,875.00
KME-A611	Outrigger Level Fore & Aft, All Rear Mount Devices	\$354.20
KME-A612	Grip-Strut Inserts In Turntable Deck, All Devices	\$1,910.70
KME-A613	Morton Case Inserts In Turntable Deck, All Devices	\$1,910.70
KME-A614	Fire Research "Man Saver" Bars @ Turntable Openings	\$1,431.10
KME-A615	Aluminum Tread Plate Saw Box Mounted On Turntable	\$1,413.50
KME-A616	Aluminum Tread Plate Hose Box Mounted On Turntable	\$1,413.50
KME-A617	4' Fire Hooks Unlimited Pike Pole Mounted In Fly Section Of Ladder	\$701.80
KME-A618	6' Fire Hooks Unlimited Pike Pole Mounted In Fly Section Of Ladder	\$707.30
KME-A619	8' Fire Hooks Unlimited Pike Pole Mounted In Fly Section Of Ladder	\$717.20
KME-A620	10' Fire Hooks Unlimited Pike Pole Mount In Fly Section Of Ladder	\$772.20
KME-A621	12' Fire Hooks Unlimited Pike Pole Mount In Fly Section Of Ladder	\$795.30



KME-A622	14' Fire Hooks Unlimited Pike Pole Mount In Fly Section Of Ladder	\$841.50
KME-A623	6 Lb. Pick head Axe Mounted In Fly Section, Includes Axe	\$374.00
KME-A624	6 Lb. Flathead Axe Mounted In Fly Section, Includes Axe	\$374.00
KME-A625	Roof Ladder Mount Within Fly Section	\$634.70
KME-A626	Roof Ladder Mount On Base Section	\$953.70
KME-A627	Rescue Stretcher Mount, Tread Plate Box	\$2,728.00
KME-A628	Rescue Stretcher Mount, Painted Box	\$3,598.10
KME-A629	Ladder, Positioning Lasers For Ladder Tip	\$2,758.80
KME-A630	Sigalarm Power Detection System	\$19,125.70
KME-A631	One (1) Fire Research, Fca570-S50, 500 Watt "Focus" @ Tip	\$1,398.10
KME-A632	Two (2) Fire Research, Fca570-S50, 500 Watt "Focus" @ Tip	\$2,796.20
KME-A633	One (1) Fire Research, Spa570-K20, 255 Watt Led Light @ Tip	\$5,340.50
KME-A634	One (1) Fire Research, 155 W, Recessed Into Last Rung	\$3,393.50
KME-A635	One (1) Whelen, 75 Watt, 120V Led Light @ Tip	\$2,168.10
KME-A636	Two (2) Whelen, 75 Watt, 120V Led Lights @ Tip	\$4,336.20
KME-A637	One (1) Whelen, 150 Watt, 120V Led Light @ Tip	\$2,637.80
KME-A638	Two (2) Whelen, 150 Watt, 120V Led Lights @ Tip	\$5,204.10
KME-A639	One (1) Whelen, 75W, 120V Led Recessed Into Last Rung	\$2,846.80
KME-A640	One (1) Whelen, 150W, 120V Led Recessed Into Last Rung	\$3,613.50
KME-A641	Two (2) Whelen, 75 Watt 120V Led Lights, Each Side Base Sect	\$3,954.50
KME-A642	Two (2) Whelen, 150 Watt 120V Led Lights, Each Side Base Sect	\$5,473.60



KME-A643	One (1) Fire Research, Evolution 155 Watt Led Light @ Tip	\$2,335.30
KME-A644	One (1) Fire Research, Spectra 155 Watt Led Light @ Tip	\$2,492.60
KME-A645	One (1) Fire Research, Spectra 215 Watt Led Light @ Tip	\$2,766.50
KME-A646	One (1) Whelen Pioneer, Psp1P1, 75 Watt Led Spot Light @ Tip	\$2,040.50
KME-A647	One (1) Whelen Pioneer, Pcp2P2, 150 Watt Led Spot/Flood Light @ Tip	\$2,596.00
KME-A648	Ladder Walkway Illumination Lights, 3-Sect Ladder	\$4,779.50
KME-A649	Ladder Walkway Illumination Lights, 4-Sect Ladder	\$5,803.60
KME-A650	Ladder Walkway Illumination Lights, 5-Sect Ladder	\$6,856.30
KME-A651	Plat, Whelen Recessed Led 75 Watt 120V Light Bottom Of Platform	\$1,807.30
KME-A652	Plat, Whelen Recessed Led 150 Watt 120V Light Bottom Of Platform	\$2,585.00
KME-A653	Platform Cord Reel	\$2,273.70
KME-A654	Platform Cord Reel, 50' 12-3 W/ L5-15 Plug	\$237.60
KME-A655	Hose Storage Compartment On Rh Side Of Platform (Tread Plate	\$1,353.00
KME-A656	Tread Plate Cover For Hose Storage Compts On Platform	\$167.20
KME-A657	6 Lb. Pick Head Axe Mounted In Platform	\$320.10
KME-A658	8 Lb. Pick Head Axe Mounted In Platform	\$320.10
KME-A659	Halligan Bar Mounted In Platform	\$413.60
KME-A660	Set Of Irons Mounted In Platform	\$715.00
KME-A661	3 In 1 Platform Attachment (Roof Ladder, Stokes And Lifting)	\$2,689.50
KME-A662	Air horn Control Button @ Turntable Control Console	\$276.10
KME-A663	Aerial Hour meter @ Turntable Control Console	\$190.30



KME-A664	2 1/2" Pressure Gauge @ Turntable Control Console	\$182.60
KME-A665	Iqan - "Creeper Controls" @ Ladder Tip	\$4,841.10
KME-A666	Iqan - Aerial Pump Panel Control Station	\$6,655.00
KME-A667	Streamlight Litebox Mounted @ Turntable Station	\$288.20
KME-A668	Streamlight "Survivor" Handlight Mounted @ Turntable Station	\$244.20
KME-A669	Streamlight "Vulcan" Handlight Mounted @ Turntable Station	\$253.00
KME-A670	Pneumatic Waterway Shut-Down Valve At Rear Control Panel	\$1,855.70
KME-A671	Electric Waterway Shut-Down Valve At Rear Control Panel	\$3,307.70
KME-A672	Ladder, Akron 3485 Stream Shaper - 2 1/2"	\$277.20
KME-A673	Ladder, Akron 3499 Triple Stacked Tips (Pyrolite)	\$544.50
KME-A674	Ladder, Akron 3485 Stream Shaper - 3 1/2"	\$281.60
KME-A675	Ladder, Elkhart St-195 Triple Stacked Tips (Elk-O-Lite)	\$403.70
KME-A676	Ladder, Elkhart St-194 Quad Stacked Tips (Elk-O-Lite)	\$584.10
KME-A677	Tiller Cab Steering Wheel Position Indicator	\$657.80
KME-A678	Tiller Cab Sun Roof	\$733.70
KME-A679	Tiller Cab Salem Vent Set	\$321.20
KME-A680	Tiller Cab Air Conditioning 110 Volt System	\$6,062.10
KME-A681	Tiller Cab Diesel Heater	\$3,979.80
KME-A682	Outrigger Footpad Laser Indicators	\$4,330.70
KME-A683	Large Water Level Displays Side of Cab or Body	\$2,750.00
KME-A684	Pneumax and Waterous Eclipse - Accessory CAFS Components	\$44,000.00



KME-A685	EZ Trac Four Wheel Drive System Front Axle (20,000 Lb. Front Axle Weight Limit) Requires option KME-A686	\$48,400.00
KME-A686	EZ Trac Four Wheel Drive System Hydraulic System- Requires	\$10,836.10
KME-A687	FLIR Camera System	\$15,221.80
KME-A688	Body Awning Manual	\$3,688.30
KME-A689	Body Awning Electric	\$9,181.70
KME-A690	Recessed Pocket for Electric Awnings	\$3,086.60
KME-A691	Absorbant Bin in Roof Compartment	\$4,743.20
KME-A692	Alco-Lite Pull Out Staircase Ladder	\$5,734.30
KME-A693	Fixed Rear Body Access Ladder	\$2,502.50
KME-A694	Add Full Width Coffin Compartments Each Side	\$11,137.50
KME-A695	Add Full Width Coffin Compartment and a Hosebed	\$12,650.00
KME-A696	Add Full Width Coffin Compartments with a light tower well	\$13,887.50
KME-A697	Add Full width Coffin Compartments with a Hosebed and a light tower well	\$17,187.50
KME-A698	Add upper body poly rub rails	\$2,829.20
KME-A699	Commercial Cab to Rescue Body access	\$2,504.70
KME-A700	Custom Cab entrance to rescue body	\$3,989.70
KME-A701	Coleman auxillary Air conditioner for walk in 110 volts	\$3,537.60
KME-A702	Custom Chassis driven body air conditioner system	\$465.30
KME-A703	Commercial Chassis driven body air conditoner system	\$7,227.00
KME-A704	Interior tread plate storage cabinet	\$2,173.60
KME-A705	Bench Seat	\$2,601.50



KME-A706	Bench Seat with SCBA	\$3,897.30
KME-A707	Double Hinged Entrance Door Tread Plate	\$2,961.20
KME-A708	Double Hinged Entrance Door Painted	\$3,664.10
KME-A709	Single Passenger side body Entrance door	\$1,706.10
KME-A710	Roof Escape hatch	\$1,507.00
KME-A711	Command Desk rear of driver with swivel chair	\$8,438.10
KME-A712	Command Desk rear of engine enclosure	\$4,576.00
KME-A713	Upgrade Ford F-550 2DR 4x2 Chassis to a 4DR model	\$5,500.00
KME-A714	Upgrade Ford F-550 2DR to 4x4	\$3,712.50
KME-A715	Upgrade Ford F-550 2DR 4x2 Chassis to a 4DR 4x4 model	\$8,250.00
KME-A716	Upgrade International 4400 2DR to a 4DR	\$12,375.00
KME-A717	Self Contained 70 Gallons CAFS System	\$27,500.00
KME-A718	Wil-Burt Mast mounted body exterior	\$17,436.10
KME-A719	Base color camera for Wil-Burt Mast	\$10,120.00
KME-A720	Base computer network wiring	\$10,450.00
KME-A721	Custom Cab Radio Installation Package Less Radios	\$15,950.00
KME-A722	10" Square Newton Dump, Manually Operated - Rear - T Tank	\$3,142.70
KME-A723	10" Square Newton Dump, Air Operated - Rear - T Tank	\$3,202.10
KME-A724	10" Square Newton Electric Operated Dump-Rear	\$6,363.50
KME-A725	10" Round Dump, Pneumatic Butterfly - Rear	\$4,704.70
KME-A726	90 Degree Elbow Chute And Slip On Extension Chute	\$1,463.00



KME-A727	10" Square Side Dump	\$7,680.20
KME-A728	Newton Swivel Dump	\$4,213.00
KME-A729	10" Round Dump Pneumatic Side	\$5,429.60
KME-A730	Rear Dump/Chute Switching - Rear Body Cast Hou	\$830.50
KME-A731	Electronic and Air Dump Controls in the Cab	\$335.50
KME-A732	Steel Fol-Da-Tank - 1500, 22 Oz. Hpr (7" X 30" X 123" Stored)	\$1,425.60
KME-A733	Steel Fol-Da-Tank - 2100, 17 Oz. Hpr (7" X 30" X 135" Stored)	\$1,591.70
KME-A734	Steel Fol-Da-Tank - 2500, 22 Oz. Hpr (7" X 30" X 147" Stored)	\$1,735.80
KME-A735	Steel Fol-Da-Tank - 3000, 22 Oz. Hpr (7" X 30" X 159" Stored)	\$1,999.80
KME-A736	Steel Fol-Da-Tank - 3500, 22 Oz. Hpr (7" X 30" X 171" Stored)	\$2,183.50
KME-A737	Steel Fol-Da-Tank - 4000, 22 Oz. Hpr (7" X 30" X 183" Stored)	\$2,389.20
KME-A738	Alum Fol-Da-Tank - 1500, 22 Oz. Hpr (7" X 30" X 123" Stored)	\$1,787.50
KME-A739	Alum Fol-Da-Tank - 2100, 22 Oz. Hpr (7" X 30" X 135" Stored)	\$1,964.60
KME-A740	Alum Fol-Da-Tank - 2500, 22 Oz. Hpr (7" X 30" X 147" Stored)	\$2,131.80
KME-A741	Alum Fol-Da-Tank - 3000, 22 Oz. Hpr (7" X 30" X 159" Stored)	\$2,405.70
KME-A742	Alum Fol-Da-Tank - 3500, 17 Oz. Hpr (7" X 30" X 171" Stored)	\$2,487.10
KME-A743	Upgrade to mirror finish stainless steel elliptical tank wrap	\$16,072.10
KME-A744	Upgrade to 2000 gallon elliptical tank	\$2,268.20
KME-A745	Upgrade to 2000 gallon wetside tank	\$5,018.20
KME-A746	Upgrade to 2000 gallon eliminator	\$2,062.50
KME-A747	Upgrade to 3000 gallon elliptical tank	\$6,325.00



KME-A748	Upgrade to 3000 gallon wet-side tank	\$5,637.50
KME-A749	Upgrade to 3000 gallon eliminator	\$5,775.00
KME-A750	Change compartment to full height full depth	\$275.00
KME-A751	Transverse Locker Compartment	\$4,235.00
KME-A752	Locker Compartment	\$3,604.70
KME-A753	Repaint 2-Door Commercial Cab	\$6,628.60
KME-A754	Repaint 4-Door Commercial Cab	\$8,332.50
KME-A755	Add 2-Tone Paint to 2-Door Commercial Cab	\$1,535.60
KME-A756	Add 2-Tone Paint to 4-Door Commercial Cab	\$1,870.00
KME-A757	Add Heavy Duty Steel Front Replacement Bumper with Brush Guard	\$2,576.20
KME-A758	Add Replacement OEM Tires with Toyo Super Singles No lift Kit	\$7,089.50
KME-A759	Add Continental Super Singles with a 6" Lift Kit	\$21,210.20
KME-A760	Add Toyo Super Singles with a 2" Lift Kit	\$10,468.70
KME-A761	Add Portable Winch Receiver and Plug at Front of Unit	\$1,983.30
KME-A762	Add Single Compartment Under Rear Cab Door (per side - requires engineering review to verify no conflicts w/ the exhaust)	\$1,949.20
KME-A763	Add treadplate overlay to fuel tank and battery box areas as well as stepping surface on driver and officer side of commercial cab (2 Dr)	\$2,018.50
KME-A764	Add treadplate overlay to fuel tank and battery box areas as well as stepping surface on driver and officer side of commercial cab (4 Dr)	\$2,893.00
KME-A765	Add brushed aluminum center console for commercial cab	\$1,376.10
KME-A766	Add painted aluminum center console for commercial cab	\$1,855.70
KME-A767	Add automatic tire chains for SA commercial chassis	\$3,599.20
KME-A768	Add automatic electric tire chains	\$6,771.60



KME-A769	Downgrade Pump to Hale HPX200-B18 Gasoline Driven Pump (150 gpm @ 100 psi) Wildland	-\$10,923.00
KME-A770	Downgrade Pump to Darley 1-1/2AGE 18hp Gasoline Driven Pump (120 gpm @ 130 psi) Wildland	-\$9,433.60
KME-A771	Downgrade Pump to Waterous PB18-3030C 18hp Gasoline Driven Pump (100 gpm @ 110 psi) Wildland	-\$10,362.00
KME-A772	Add PTO driven Auxiliary Pump for Pump-and-Roll	\$10,906.50
KME-A773	Add aluminum booster reel (includes aluminum booster reel located above pump enclosure, discharge control, discharge gauge, electric rewind, hose rollers, and 200' of 1" hose, subject to engineering review)	\$5,225.00
KME-A774	Add Akron FireFox Wildland Turret to Front Bumper with Stainless Steel Plumbing)	\$13,269.30
KME-A775	Add Hannay Hosereel in Specified Compartment with Air Controlled Valve and 150' of 3/4" Booster Hose	\$5,155.70
KME-A776	Add Transverse Discharge and Hosetray	\$1,400.30
KME-A777	Add Hannay F4038-17-18 Painted Steel Hose Reel with 200' of 3/4" Hose	\$2,332.00
KME-A778	Add Hannay EPF30-23-24 Painted Steel Hose Reel with 200' of 3/4" Hose (1/2 hp motor)	\$3,780.70
KME-A779	Add Hannay SBEF30-23-24 Polished Aluminum Hose Reel with 200' of 3/4" Hose (1/2 hp motor)	\$4,125.00
KME-A780	Upgrade 101" Interface Style Body to 122" Interface Style Body with 750 Gallon Water Tank	\$6,750.70
KME-A781	Command Light Current Price Catalog (Installation is additional cost)	5% Off List
KME-A782	Super Vac Current Price Catalog	5% Off List
KME-A783	Base commercial black out package	\$8,210.00
KME-A784	Base custom black out package	\$14,260.00
KME-A785	Upgrade to LCD virtual gauge cluster	\$1,105.00





Staff Report

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**File #:** 21-0794

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**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 09/01/2021

**TO:** Honorable Mayor and City Council Members

**FROM:** Community Services Department

**SUBJECT:**

Award of Contract to L.R. Landscaping, Inc. and Tropical Plaza Nursery, Inc. for On-Call Emergency Landscape Services.

**EXECUTIVE SUMMARY:**

The Community Services Department Parks Division was previously contracted with L.R. Landscaping, Inc. for on-call emergency landscaping services. However, the current contract has expired and no longer eligible to be extended. As such, Community Services and Finance Departments collaboratively worked together to update the scope of work and sought bids for the Request for Proposals (RFP) for on-call emergency landscape services (RFP-21-058AC). Community Services is bringing forth the L.R. Landscaping Inc. and Tropical Plaza Nursery, Inc. contracts for consideration of award so that the City can have two vendors for on-call emergency landscaping services in the event that one vendor is unable to respond to the City's immediate needs.

**RECOMMENDED ACTION:**

**That the City Council:**

- a. Award contract for RFP21-058AC to L.R. Landscaping, Inc. for on-call emergency landscape services for a two-year contract with an optional extension for two (2) years to renew with total compensation not to exceed the amount of \$500,000 per Fiscal Year.
- b. Award contract for RFP21-058AC to Tropical Plaza Nursery, Inc. for on-call emergency landscape services for a two-year contract with an optional extension for two (2) years to renew with total compensation not to exceed the amount of \$175,000 per Fiscal Year.
- c. Authorize the City Manager, or his designee, to execute the On-Call Emergency Services



Maintenance and General Services Agreement with L.R. Landscaping, Inc., and Tropical Plaza Nursery, Inc., and to approve necessary non-substantive change orders or amendments up to ten percent of the contract amount.

- d. Authorize the Purchasing Agent to issue yearly purchase orders to L.R. Landscaping, Inc and Tropical Plaza Nursery, Inc. in accordance with the duly authorized and executed agreements, change orders, amendments, and renewals.

### **BACKGROUND & HISTORY:**

The City of Corona utilizes on-call emergency landscaping services for emergency maintenance that encompass homeless encampment clean-ups, irrigation repairs and installs, concrete repairs, various plantings in Lighting Maintenance Districts (LMDs) and parkways, ballfield maintenance, and winter season rain preparations. Community Services working with Purchasing issued a Request for Proposal (RFP) for on-call emergency landscaping services (RFP 21-058AC) on July 21, 2021. This was due to the expiration of the current contract with L.R. Landscaping, Inc. for emergency on-call landscaping, which could no longer be extended. Three bids were received which included L.R. Landscaping, Inc., Tropical Plaza Nursery, Inc., and Mariposa Landscapes, Inc. The criteria was based on four evaluation scoring categories (Exhibit 5) which include: qualification of company and personnel (experience), the workplan and project understanding/approach, approach to safety measures, and the reasonableness of cost and price (value). The bids were reviewed and L.R. Landscaping, Inc. and Tropical Plaza Nursery, Inc. scored the highest and were selected as the most qualified and competent of all the bidders. Since the Parks Division already had the facilitated relationship with L.R. Landscaping, Inc. and Tropical Plaza Nursery, Inc., and have worked with both vendors in previous contracts, these vendors are fully aware of the standards and expectations set by City staff and Corona residents .

As such, staff is recommending to the City Council to award two contracts for RFP21-058AC. The first contract is to L.R. Landscaping, Inc. for on-call emergency landscaping services for for a two-year contract with an optional extension for two (2) years to renew with total compensation not to exceed the amount of \$500,000 per fiscal year, which is needed to execute the scope of work. Staff further recommends that the City Council award a contract for RFP21-058AC to Tropical Plaza Nursery, Inc. for on-call emergency landscaping services for a two-year contract with an optional extension for two (2) years to renew with total compensation not to exceed the amount of \$175,000 per fiscal year. Awarding to Tropical Plaza Nursery, Inc. provides additional support to keep current with maintenance workloads throughout the City and avoids potential delays in response. The last vendor, Mariposa Landscapes Inc., was not chosen amongst the recommended vendors based on their evaluation criteria because of their much higher rates (cost). The two chosen vendors had fair and equitable rates for the cost of their services. Typically, on-call emergency landscape services cost approximately \$450,000 per fiscal year.

### **ANALYSIS:**

A Request for Proposals (RFP) was issued on July 21, 2021 for on-call emergency landscaping (RFP 21-058AC). The Purchasing Division received three bids from three on-call landscaping contractors



with a copy of the City's on-call emergency landscaping scope of work.

Staff reviewed the three submitted bids and recommends awarding a contract to L.R. Landscaping, Inc. as the most reliable and responsible primary bidder, and Tropical Plaza Nursery, Inc. as the second most reliable and responsible bidder. Due to the nature of emergency landscaping services, it is necessary to have a contract with two vendors to ensure one is available to respond to the City's needs at all times.

**FINANCIAL IMPACT:**

Funding for the recommended action is available in the Fiscal Year 22 Parks Maintenance operating budget. Community Services will recommend appropriate amounts in future budgets prepared for City Council approval for future renewals. The purchase orders for both vendors will be unencumbered and will be used on an "as needed" basis.

**ENVIRONMENTAL ANALYSIS:**

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action is for landscaping and irrigation services; therefore, no environmental analysis is required.

**PREPARED BY:** MOSES CORTEZ, PARKS SUPERINTENDENT & VIOLA VAN, MANAGEMENT ANALYST II

**REVIEWED BY:** ANNE K. TURNER, COMMUNITY SERVICES DIRECTOR

**Attachments:**

1. Exhibit 1 - Maintenance/General Services Agreement for On-Call Emergency Landscaping Services with L.R. Landscaping, Inc.
2. Exhibit 2 - Maintenance/General Services Agreement for On-Call Emergency Landscaping Services with Tropical Plaza Nursery, Inc.
3. Exhibit 3 - L.R. Landscaping, Inc. Bid Proposal
4. Exhibit 4 - Tropical Plaza Nursery, Inc. Bid Proposal



**CITY OF CORONA  
MAINTENANCE/GENERAL SERVICES AGREEMENT  
WITH L. R. LANDSCAPING INC.  
(RFP 21-058AC ON-CALL EMERGENCY LANDSCAPE SERVICES)**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 1st day of September, 2021 ("Effective Date") by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 ("City") and L. R. Landscaping, Inc., a California corporation with its principal place of business at 504 S. Hambledon Avenue, La Puente, California 91744 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**2. RECITALS.**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain maintenance or other general services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing on-call emergency landscape services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**2.2 Project.**

City desires to engage Contractor to render such services for the RFP 21-058AC On-Call Emergency Landscape Services project ("Project") as set forth in this Agreement.

**2.3 Corona Utility Authority.**

Contractor understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority ("CUA") for the maintenance, management and operation of those utility systems (collectively, the "CUA Management Agreements"). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

**3. TERMS.**



### **3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional On-Call Emergency Landscape Services maintenance or other general services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from September 1, 2021 to June 30, 2023 (“Term”), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

### **3.2 Responsibilities of Contractor.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor’s conformance with the Schedule, City shall respond to Contractor’s submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.



3.2.3 Conformance to Applicable Requirements. All Services performed by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Anne Turner, Community Services Director, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Ladislao Gutierrez, President, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or



respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Contractor shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall



require all of its subcontractors, sub-subcontractors and consultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Contractor commences any Services under this



Agreement, Contractor shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.



(B) Waiver of Subrogation – Workers’ Compensation and Employer’s Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor.

(C) All Coverages. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Contractor. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.4 Other Provisions; Endorsements Preferred. Contractor shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Contractor:

(A) Waiver of Subrogation – All Other Policies. Contractor hereby waives all rights of subrogation any insurer of Contractor’s may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Contractor shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.5 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.



3.2.10.7 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.10.10 Sub-Contractors. All subcontractors shall comply with each and every insurance provision of this Section 3.2.10. Contractor shall therefore not allow any subcontractor to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Agreement.

3.2.10.11 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Contractor shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

### 3.2.12 Bonds.

3.2.12.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the Total Compensation indicated in this Agreement, and in



a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the Total Compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the Total Compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. The bonds must be provided by a surety which is satisfactory to the City and which meets either of the following criteria: (1) a surety with a current A.M. Best's rating no less than A-:VII and licensed as an admitted surety insurer in California; or (2) a surety with a current A.M. Best's rating no less than A-:X and authorized to issue the required bonds in California. If a surety does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.3 Fees and Payments.**



3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$500,000.00) ("Total Compensation") without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Beginning April 1, 2015, no contractor or subcontractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and



Research of the DIR located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, Contractor may obtain a copy of the prevailing wages from the City's Representative. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Apprenticeable Crafts. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Contractor employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

### **3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **3.5 General Provisions.**

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

**Contractor:**

L. R. Landscaping Inc.  
504 S. Hambledon Avenue  
La Puente, CA 91744  
Attn: Ladislao Gutierrez, President



**City:**

City of Corona  
 400 South Vicentia Avenue  
 Corona, CA 92882  
 Attn: Anne Turner, Community Services Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.



3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.6.1 Subcontractors; Assignment or Transfer. Contractor shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Contractor shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subcontractors, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.5.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Contractor has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Contractor shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

3.5.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.



3.5.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.12 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

**[SIGNATURES ON NEXT 2 PAGES]**



**CITY'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**MAINTENANCE/GENERAL SERVICES AGREEMENT**  
**WITH L. R. LANDSCAPING INC.**  
**(RFP 21-058AC ON-CALL EMERGENCY LANDSCAPE SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**CITY OF CORONA**

By: \_\_\_\_\_  
Anne Turner  
Community Services Director

Reviewed By: \_\_\_\_\_  
Moses Cortez  
Parks Superintendent

Reviewed By: \_\_\_\_\_  
Norman Bush  
Purchasing Manager

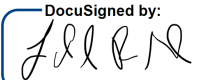
Attest: \_\_\_\_\_  
Sylvia Edwards  
City Clerk



**CONTRACTOR'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**MAINTENANCE/GENERAL SERVICES AGREEMENT**  
**WITH L. R. LANDSCAPING INC.**  
**(RFP 21-058AC ON-CALL EMERGENCY LANDSCAPE SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**L. R. Landscaping Inc.**  
a California corporation

By: \_\_\_\_\_  
DocuSigned by:  
218380F9174A442...  
**Ladislao Gutierrez**  
President and CFO



**EXHIBIT "A"**  
**SCOPE OF SERVICES**

- A. Contractor shall furnish all labor, tools, materials, and equipment to provide "On Call" Emergency Landscape Services as set forth in this Agreement.
- B. All work shall be done in a thorough and workmanlike manner to the satisfaction of the Department Director, or her designee, and comply with all legal construction and landscape maintenance practices.
- C. Contractor shall have the duty to provide complete emergency landscape services of all work sites, including, but not limited to the following:
  - 1. Irrigation installation, testing, auditing, and trouble shooting.
  - 2. Installation of Myers controller cabinets including concrete base.
  - 3. Dump truck and Bobcat for emergency clean-up and hauling.
  - 4. Emergency repairs to concrete and pavers.
  - 5. Installation of hardscape and landscape drainage systems.
  - 6. Installation and/or repair of residential irrigation systems.
  - 7. Installation of the Calsense irrigation system per City and manufacturer standards.
  - 8. Installation of shrubs, trees, groundcover, and sod.
- D. Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification. Emergencies that involve maintenance work included in these general conditions shall not be compensated.
- E. All work shall conform to the City of Corona Standard Plans, Section 600, Landscape and Irrigation Specifications. In all cases, the Department Director, or her designee, will have complete and sole discretion in determining conformance and acceptability of the landscape or irrigation repairs or installation by Contractor. Landscaping or irrigation rejected by the Department Director, or her designee, shall be excluded from payment.



**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines.



## EXHIBIT "C"

### COMPENSATION

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth below:

Item Number	Description of Services	Unit of Measure	Price
1	Installation of irrigation valves up to 3 inch	Each	\$ 250.00
2	Installation of 6 inch pop-up irrigation heads	Each	\$ 10.00
3	Installation of 12 inch pop-up irrigation heads	Each	\$ 12.00
4	Installation of 6 inch pop-up rotor heads	Each	\$ 14.00
5	Installation of 12 inch pop-up rotor heads	Each	\$ 16.00
6	Installation of irrigation backflow up to 3 inch	Each	\$ 525.00
7	Installation of irrigation backflow from 4 inch up to 6 inch	Each	\$ 750.00
8	Trenching	Per Foot	\$ 2.00
9	Installation and wire sequencing of 18 station Calsense controller	Per Controller	\$ 145.00
10	Installation and wire sequencing of 24 station Calsense controller	Per Controller	\$ 290.00
11	Installation and wire sequencing of 32 station Calsense controller	Per Controller	\$ 350.00
12	Installation and wire sequencing of 40 station Calsense controller	Per Controller	\$ 450.00
13	Installation and wire sequencing of 48 station Calsense controller	Per Controller	\$ 550.00
14	Installation of Calsense flow meter up to 3 inches	Each	\$ 250.00
15	Installation of Calsense flow meter from 4 inches up to 6 inch	Each	\$ 400.00
16	Installation of Griswold master valve up to 3 inches	Each	\$ 350.00
17	Installation of Griswold master valve from 4 inch up to 6 inch	Each	\$ 500.00
18	Installation of Myers MEUG-46IX-MIO0 controller cabinet per standard plans, including base.	Each	\$ 700.00
19	Installation of SSE model SSE-RE Calsense controller cabinet including base.	Each	\$ 370.00
20	Wire tracing (irrigation)	Per Hour	\$ 80.00
21	Wire sequencing (irrigation)	Per Hour	\$ 35.00
22	Mainline repair up to 3 inch	Each	\$ 250.00
23	Mainline repair from 4 inch up to 6 inch	Each	\$ 450.00
24	1 gallon plant each + installation	Each	\$ 8.00
25	5 gallon plant each + installation	Each	\$ 20.00
26	15 gallon plant each + installation	Each	\$ 50.00
27	24 inch box tree with stakes and ties	Each	\$ 265.00
28	Turf-Tall Fescue Sod	Per Sq. Ft.	\$ 1.00
29	Ground cover from flats	Per Flat	\$ 22.00

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REV. 3.3.6 - PTEAM 04302019

(CITY ATTY: 07-17)



Item Number	Description of Services	Unit of Measure	Price
30	Bark mulch installation	Per Cubic Yard	\$ 36.00
31	Concrete mow curb installation	Per Liner Ft.	\$ 7.00
32	Turf removal up to 3 inches below grade	Per Sq. Ft.	\$ 0.75
33	Turf fertilization using Nitro King 19-4-4 at 50 pounds per 10,000 sq. ft., fertilizer included in cost.	Per Acre	\$ 600.00
34	Hydro seed turf using tall fescue	Per Acre	\$ 850.00
35	Hydro seed turf using Bermuda	Per Acre	\$1,000.00
36	Vericutting turf parkways, including clean-up	Per Sq. Ft.	\$ 2.00
37	Dump Truck and Driver	Per Hour	\$ 70.00
38	Bobcat and operator	Per Hour	\$ 80.00



**CITY OF CORONA  
MAINTENANCE/GENERAL SERVICES AGREEMENT  
WITH TROPICAL PLAZA NURSERY, INC.  
(RFP 21-058AC ON-CALL EMERGENCY LANDSCAPE SERVICES)**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 1st day of September, 2021 (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and Tropical Plaza Nursery, Inc., a California corporation with its principal place of business at 9642 Santiago Boulevard, Villa Park, California 92861 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS.**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain maintenance or other general services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing on-call emergency landscape services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**2.2 Project.**

City desires to engage Contractor to render such services for the RFP 21-058AC On-Call Emergency Landscape Services project (“Project”) as set forth in this Agreement.

**2.3 Corona Utility Authority.**

Contractor understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority (“CUA”) for the maintenance, management and operation of those utility systems (collectively, the “CUA Management Agreements”). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

**3. TERMS.**



### **3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional On-Call Emergency Landscape Services maintenance or other general services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from September 1, 2021 to June 30, 2023 (“Term”), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

### **3.2 Responsibilities of Contractor.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor’s conformance with the Schedule, City shall respond to Contractor’s submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.



3.2.3 Conformance to Applicable Requirements. All Services performed by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Anne Turner, Community Services Director, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Leslie Fields, President, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or



respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Contractor shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall



require all of its subcontractors, sub-subcontractors and consultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Contractor commences any Services under this



Agreement, Contractor shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.



(B) Waiver of Subrogation – Workers’ Compensation and Employer’s Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor.

(C) All Coverages. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Contractor. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.4 Other Provisions; Endorsements Preferred. Contractor shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Contractor:

(A) Waiver of Subrogation – All Other Policies. Contractor hereby waives all rights of subrogation any insurer of Contractor’s may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Contractor shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.5 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.



3.2.10.7 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.10.10 Sub-Contractors. All subcontractors shall comply with each and every insurance provision of this Section 3.2.10. Contractor shall therefore not allow any subcontractor to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Agreement.

3.2.10.11 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Contractor shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

### 3.2.12 Bonds.

3.2.12.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the Total Compensation indicated in this Agreement, and in



a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the Total Compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the Total Compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. The bonds must be provided by a surety which is satisfactory to the City and which meets either of the following criteria: (1) a surety with a current A.M. Best's rating no less than A-:VII and licensed as an admitted surety insurer in California; or (2) a surety with a current A.M. Best's rating no less than A-:X and authorized to issue the required bonds in California. If a surety does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.3 Fees and Payments.**



3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$175,000.00) ("Total Compensation") without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Beginning April 1, 2015, no contractor or subcontractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the



commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, Contractor may obtain a copy of the prevailing wages from the City's Representative. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Apprenticeable Crafts. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Contractor employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

### **3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **3.5 General Provisions.**

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

**Contractor:**

Tropical Plaza Nursery, Inc.  
9642 Santiago Boulevard  
Villa Park, California 92861  
Attn: Leslie Fields, President



**City:**

City of Corona  
 400 South Vicentia Avenue  
 Corona, CA 92882  
 Attn: Anne Turner, Community Services Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.



3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.6.1 Subcontractors; Assignment or Transfer. Contractor shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Contractor shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subcontractors, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.5.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Contractor has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Contractor shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

3.5.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.



3.5.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.12 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

**[SIGNATURES ON NEXT 2 PAGES]**



**CITY'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**MAINTENANCE/GENERAL SERVICES AGREEMENT**  
**WITH TROPICAL PLAZA NURSERY, INC.**  
**(RFP 21-058AC ON-CALL EMERGENCY LANDSCAPE SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**CITY OF CORONA**

By: \_\_\_\_\_  
Anne Turner  
Community Services Director

Reviewed By: \_\_\_\_\_  
Moses Cortez  
Parks Superintendent

Reviewed By: \_\_\_\_\_  
Norman Bush  
Purchasing Manager


Attest: \_\_\_\_\_  
Sylvia Edwards  
City Clerk



**CONTRACTOR'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**MAINTENANCE/GENERAL SERVICES AGREEMENT**  
**WITH TROPICAL PLAZA NURSERY, INC.**  
**(RFP 21-058AC ON-CALL EMERGENCY LANDSCAPE SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**Tropical Plaza Nursery, Inc.**  
a California corporation

By:   
A57F400C50E346A...  
Leslie Fields  
President

By:   
E3C4DB994E9646D...  
Katrina Fields  
Secretary



**EXHIBIT "A"**  
**SCOPE OF SERVICES**

- A. Contractor shall furnish all labor, tools, materials, and equipment to provide "On Call" Emergency Landscape Services as set forth in this Agreement.
- B. All work shall be done in a thorough and workmanlike manner to the satisfaction of the Department Director, or her designee, and comply with all legal construction and landscape maintenance practices.
- C. Contractor shall have the duty to provide complete emergency landscape services of all work sites, including, but not limited to the following:
  - 1. Irrigation installation, testing, auditing, and trouble shooting.
  - 2. Installation of Myers controller cabinets including concrete base.
  - 3. Dump truck and Bobcat for emergency clean-up and hauling.
  - 4. Emergency repairs to concrete and pavers.
  - 5. Installation of hardscape and landscape drainage systems.
  - 6. Installation and/or repair of residential irrigation systems.
  - 7. Installation of the Calsense irrigation system per City and manufacturer standards.
  - 8. Installation of shrubs, trees, groundcover, and sod.
- D. Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification. Emergencies that involve maintenance work included in these general conditions shall not be compensated.
- E. All work shall conform to the City of Corona Standard Plans, Section 600, Landscape and Irrigation Specifications. In all cases, the Department Director, or her designee, will have complete and sole discretion in determining conformance and acceptability of the landscape or irrigation repairs or installation by Contractor. Landscaping or irrigation rejected by the Department Director, or her designee, shall be excluded from payment.



**EXHIBIT “B”  
SCHEDULE OF SERVICES**

Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines.



## EXHIBIT "C" COMPENSATION

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth below:

Item Number	Description of Services	Unit of Measure	Price
1	Installation of irrigation valves up to 3 inch	Each	\$ 55.00
2	Installation of 6 inch pop-up irrigation heads	Each	\$ 55.00
3	Installation of 12 inch pop-up irrigation heads	Each	\$ 55.00
4	Installation of 6 inch pop-up rotor heads	Each	\$ 55.00
5	Installation of 12 inch pop-up rotor heads	Each	\$ 55.00
6	Installation of irrigation backflow up to 3 inch	Each	\$ 440.00
7	Installation of irrigation backflow from 4 inch up to 6 inch	Each	\$ 880.00
8	Trenching	Per Foot	\$ 8.25
9	Installation and wire sequencing of 18 station Calsense controller	Per Controller	\$ 880.00
10	Installation and wire sequencing of 24 station Calsense controller	Per Controller	\$ 880.00
11	Installation and wire sequencing of 32 station Calsense controller	Per Controller	\$ 1,100.00
12	Installation and wire sequencing of 40 station Calsense controller	Per Controller	\$ 1,320.00
13	Installation and wire sequencing of 48 station Calsense controller	Per Controller	\$ 1,540.00
14	Installation of Calsense flow meter up to 3 inches	Each	\$ 220.00
15	Installation of Calsense flow meter from 4 inches up to 6 inch	Each	\$ 220.00
16	Installation of Griswold master valve up to 3 inches	Each	\$ 220.00
17	Installation of Griswold master valve from 4 inch up to 6 inch	Each	\$ 220.00
18	Installation of Myers MEUG-46IX-MIO0 controller cabinet per standard plans, including base.	Each	\$ 2,200.00
19	Installation of SSE model SSE-RE Calsense controller cabinet including base.	Each	\$ 880.00
20	Wire tracing (irrigation)	Per Hour	\$ 55.00
21	Wire sequencing (irrigation)	Per Hour	\$ 55.00
22	Mainline repair up to 3 inch	Each	\$ 220.00
23	Mainline repair from 4 inch up to 6 inch	Each	\$ 440.00
24	1 gallon plant each + installation	Each	\$ 9.15
25	5 gallon plant each + installation	Each	\$ 37.81
26	15 gallon plant each + installation	Each	\$ 81.50
27	24 inch box tree with stakes and ties	Each	\$ 439.50
28	Turf-Tall Fescue Sod	Per Sq. Ft.	\$ 0.97
29	Ground cover from flats	Per Flat	\$ 25.15



30	Bark mulch installation	Per Cubic Yard	\$ 40.00
31	Concrete mow curb installation	Per Liner Ft.	\$ 23.85
32	Turf removal up to 3 inches below grade	Per Sq. Ft.	\$ 3.16
33	Turf fertilization using Nitro King 19-4-4 at 50 pounds per 10,000 sq. ft., fertilizer included in cost.	Per Acre	\$ 62.86
34	Hydro seed turf using tall fescue	Per Acre	\$ 2,961.40
35	Hydro seed turf using Bermuda	Per Acre	\$ 2,775.40
36	Vericutting turf parkways, including clean-up	Per Sq. Ft.	\$ 0.51
37	Dump Truck and Driver	Per Hour	\$ 60.00
38	Bobcat and operator	Per Hour	\$ 60.00





## L. R. Landscaping Inc.

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504 S. Hambledon Ave. La Puente, Ca 91744

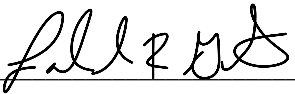
Office: (626) 964-4003

License No. 859072

Email: [Lrlandscapinginc@yahoo.com](mailto:Lrlandscapinginc@yahoo.com)

Ladislao Ramon Gutierrez ( President) will Be the contract person for proposal Evaluation Period.

His Number is 626-862-0334 and email address is [lrlandscapinginc@yahoo.com](mailto:lrlandscapinginc@yahoo.com). All Cost of printing, mileage, telephone, mailing and other expenses are included in the hourly rates & there will be no additional charges. This proposal shall remain valid for 270 days from the date of submittal.

x 

Ladislao R. Gutierrez  
President



**CALIFORNIA JURAT**

GOVERNMENT CODE § 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of LOS ANGELES

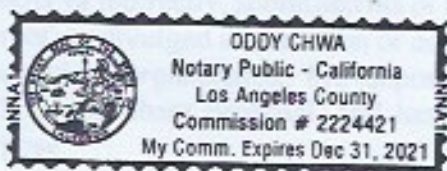
Subscribed and sworn to (or affirmed) before me on  
this 12 day of July, 2021, by  
Date Month Year

(1) LADISLAO R. GUTIERREZ

(and (2) \_\_\_\_\_),  
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to  
be the person(s) who appeared before me.

Signature [Signature]  
Signature of Notary Public



Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or  
fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: NON COLLUSION DECLARATION

Document Date: July 12, 2021 Number of Pages: 108

Signer(s) Other Than Named Above: NONE



PARTY SUBMITTING PROPOSAL: \_\_\_\_\_

Not required to be notarized

**NON-COLLUSION DECLARATION**

**(TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH PROPOSAL)**

The undersigned declares:

I am the President [title] of  
L.R. Landscaping Inc. [proposer], the party making the foregoing bid.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or a sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid. The proposer has not directly or indirectly colluded, conspired, plotted, or agreed with any proposer or anyone else to put in a sham bid, or to refrain from submitting a proposal. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 12 of July 2021  
[date], at Baldwin Park [city], California [state].

Signature

Ladislav R. Ruticree

Typed or Printed Name

President

Title

L. R. Landscaping Inc.

Party Submitting Proposal



**ACKNOWLEDGMENT OF THE TERMS AND CONDITIONS OF THE CITY OF  
CORONA MAINTENANCE/GENERAL SERVICES AGREEMENT  
(To be Completed and Submitted with Contractor's Proposal)**

This is to acknowledge that we have read the City of Corona Maintenance/General Services Agreement and will sign the Agreement, as presented, without exception, for the City's RFP No. 21-058AC.

L. R. Landscaping Inc.  
(Firm Name)

Ladislao R. Gutierrez President.  
(Print name and title of person signing for firm)

*L. R. Gutierrez* 7/12/21  
(Signature/Date)



**ACKNOWLEDGMENT OF THE INSURANCE REQUIREMENTS CHECK LIST**  
**(To be Completed and Submitted with Contractor's Proposal)**

All applicable insurance requirements to this RFP are identified with a 'YES' under the "Applicable to Vendor" column on the RFP Insurance Requirements Check List.

Contractor acknowledges that we have reviewed the City of Corona Insurance Requirements Check Sheet and understand that we will be able to provide the insurance coverage required. A sample certificate of insurance is enclosed for the City's preliminary review. Any deductibles or self-insured retention amounts have been specified below for City's review and approval.

Deductible Amounts/Self-insured Retentions:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

L. R. Landscaping Inc.  
(Firm Name)

Ladislav R. Buticzer President  
(Print name and title of person signing for firm)

[Signature] 7/12/21  
(Signature/Date)



# **CITY OF CORONA RFP 21-058AC INSURANCE REQUIREMENTS CHECK LIST**

## **(To be Completed and Submitted with Contractor's Proposal)**

All applicable insurance requirements are identified with a 'YES' under the "Applicable to Vendor" column. Indicate Yes or No below if you are able to comply with the requirement.

	YES	NO	Applicable to Vendor
Can your company provide General Liability - \$1M occurrence/\$2M aggregate?	X		YES
Can your company provide Automobile Liability - \$1M?	X		YES
Can your company provide Workers Compensation and Employer's Liability - \$1M?	X		YES
Can your company provide Errors and Omissions (Professional) Liability Insurance - \$1M occurrence/\$2M aggregate?			Not Applicable
Can your company provide Technology Professional Errors and Omissions Liability Insurance - \$2M occurrence or \$2M aggregate?			Not Applicable
Can your company provide Builders'/All Risk for the completed value of the project naming the City as the loss payee?			Not Applicable
Can your company provide Contractor's Pollution Liability and Transportation Pollution Liability with minimum limits of \$1 million/\$2 million with a primary Additional Insured endorsement?			Not Applicable
Can your company provide coverage with an insurer with a current A.M. Best's rating no less than (A-):VII and licensed as an admitted insurance carrier in California?	X		YES
Can your company provide coverage with an insurer with a current A.M. Best's rating no less than (A-):X and authorized to issue the required policies in California?	X		YES

## **Insurance Endorsements General Liability**

	YES	NO	Applicable to Vendor
(Occurrence form CG 0001)	X		YES
Will your company provide an insurance policy that states the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith?	X		YES
Will your company provide an insurance policy that states any person or organization whom you have agreed to include as an additional insured under a written contract? provided such contract was executed prior to the date of loss?	X		YES
Can your company provide Completed Operations as evidenced with the following endorsements?	X		YES
Endorsement form CG 20 10 11 85 OR	X		YES
CG 20 37 and one of the following	X		YES
CG 20 10	X		YES
CG 20 26			
CG 20 33			
CG 20 38			
Will your company provide a General Liability endorsement stating that the insurance coverage shall be primary any City insurance will be in excess of the contractors' insurance and will not be called upon to contribute Endorsement Form shall be as broad as CG 20 01 04 13?	X		YES



### Automobile Liability

	YES	NO	Applicable to Vendor
Does your insurance cover Owned automobiles with Form number CA 0001 code 1 (Any Auto)?	X		YES
If your company does not have owned automobiles, does your insurance cover No owned autos Code 8 (hired) and 9 (non-owned)?		X	YES

### Workers' Compensation

	YES	NO	Applicable to Vendor
Will your company provide a waiver for all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor?	X		YES
Will your company provide a Waiver of Subrogation – All Other Policies. Contractor hereby waives all rights of subrogation any insurer of Contractor's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Contractor?	X		YES
Will your insurance policies have a (30) days' notice of cancellation endorsement?	X		YES
If your firm is unable to provide a (30) day notice of cancellation will your firm sign a City provided statement that the Vendor shall notify the City within two business days any notice of cancellation?	X		YES
Does your insurance have any deductibles and/or self-insurance retentions?	X		YES

Use the space below to explain any "NO" responses.

All company employee drive, company autos  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_









# L. R. Landscaping Inc.

504 S. Hambledon Ave. La Puente, Ca 91744

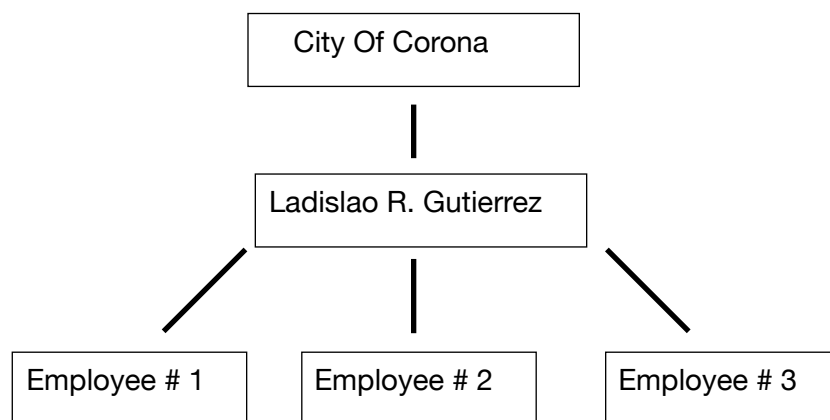
Office: (626) 964-4003

License No. 859072

Email: [lrlandscapinginc@yahoo.com](mailto:lrlandscapinginc@yahoo.com)

L. R. Landscaping Inc. was established in 2005, we are a Corporation. We provide landscaping, irrigation & Maintenance services. Our firm has 1 office and 1 yard, we currently have 3 employees. L. R. has never filed for bankruptcy or has any pending closures. L. R. has been working for the City of Corona since 2008 with work similar to the ones of this RFP. L. R. will not be using any sub-contractor. Some of our work included, City of Corona Butterfield dog Park Sod Installing. The Inspector in charge of that project is Lauro Banda & his Cell # (951) 453-0856. Another Projected related to the scope of work is Via Pacifica Mulch for City of Corona and Inspector in Charge is Benito Del Real and his Cell is (951) 339-6758. Another Projected is Zone 10 replanting for the City of Corona. And the Inspector in Charge is Nick Koning and he can be reached at (951) 741-5760.

Key Personnel for the extent proposed will be Ladislao R. Gutierrez, Ladislao has his CSLB and over 20 years experience in Landscape & irrigation. Ladislao has been working for the city of Corona since 2008 and will be in charge of communication between L. R. & the city of Corona. L. R. Landscaping will keep in contact with City representative daily and meet at least once a week to put together a weekly schedule.





## CITY OF CORONA LANDSCAPE AND IRRIGATION INSTALLATION EXPERIENCE

In order to be deemed responsive, bidders must meet all of the following minimum requirements, which may be waived in the City's sole and absolute discretion:

A minimum of 10 acres or more of new landscape installation (irrigation and plantings) of right-of-ways, parks, or HOA's in the City of Corona within the last 10 years.

Please provide a list of areas and location on form titled "Landscape and Irrigation Installation".

1. Tract Name: Master Drive Tree Removal  
Address: Master Drive, Corona, CA  
Acreage installed: 3
2. Tract Name: Corona Library Landscape Renovation  
Address: 650 S. Main Street, Corona, CA  
Acreage installed: 1.5
3. Tract Name: Corona City Hall Demonstration Garden  
Address: 400 S. Vincent Ave. Corona, CA  
Acreage installed: .5
4. Tract Name: Zone 10 Replanting  
Address: Oakridge Drive  
Acreage installed: 2
5. Tract Name: LMD 84-2 Zone 14 Replanting  
Address: Hidden Valley Drive Corona, CA  
Acreage installed: 2
6. Tract Name: 97-1 Replanting  
Address: Lincoln Ave. Corona, CA  
Acreage installed: .5
7. Tract Name: 2001-7 Area 2 & 3  
Address: Lincoln & Ontario Corona, CA  
Acreage installed: 1



Description of Work	PCC 3400(c) Apply?	Will you be Self-Performing? (Please circle)	If no, list Subcontractor	Name, Location, License Number & DIR Registration Number of Subcontractor	Portion of Work by Subcontractor
Irrigation Installation		<input checked="" type="radio"/> Yes or No			
Installation of trees & shrubs		<input checked="" type="radio"/> Yes or No			
Dump truck & Bucket for emergency cleanup		<input checked="" type="radio"/> Yes or No			
Emergency repair to concrete & pavers		<input checked="" type="radio"/> Yes or No			
Installation of landscape & landscape drawing		<input checked="" type="radio"/> Yes or No			
Installation on repair to Residential Irrigation		<input checked="" type="radio"/> Yes or No			
Installation on Caltrans Irrigation		<input checked="" type="radio"/> Yes or No			
Installation on Shrub, tree, ground cover & sod		<input checked="" type="radio"/> Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			

Contractor: L.P. Landscaping Inc.



**SECTION VI.**  
**PRICE FORM**

REQUEST FOR PROPOSALS: **RFP No. 21-058AC**

DESCRIPTION OF WORK: **City of Corona On-Call Emergency Landscape Services**

CONTRACTOR'S NAME/ADDRESS:

L. R. Landscaping Inc.  
504 S. Hambleton Ave.  
La Puente, Ca 91744

NAME/TELEPHONE NO. OF  
AUTHORIZED REPRESENTATIVE

Ladislao Ramon Gutierrez  
(626) 862-0334

**ANNUAL PURCHASE ORDER**

The Initial Purchase Order Period shall be effective on or about August 5, 2021 through June 30, 2023, with two (2) year option renewal periods, on an as-needed basis, with no guaranteed usage for RFP 21-058AC, On-Call Emergency Landscape Services. Bid prices shall remain effective and in force for the entire Initial Purchase Order Period.

1. The first optional extension will be for the period July 1, 2023 through June 30, 2025.
2. The second optional extension will be for the period July 1, 2025 through June 30, 2027.

**Contract Renewal:** The contract may be extended by the City under the terms and conditions of the original contract, upon execution of an amendment to the contract by both parties. Should the City elect to exercise the option to extend this contract, the parties shall negotiate pricing for such period prior to commencement of the additional extension contract period. Negotiated price increases for the contract extension shall not exceed the percentage change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers" for Riverside San Bernardino Ontario, CA (CPI) for the most recent twelve months for which statistics are available. This method of price negotiation shall apply to each extension period exercised. Option years shall become effective only upon issuance by the City of a duly authorized purchase order and signed amendment.



Please provide detailed Firm Fixed Price cost information in the spaces provided below, and any other incidental or additional costs required to complete the Technical Specification requirements.

All quantities below are estimates for the purposes of bid comparison. Estimated quantities are no guarantee of actual usage.

Unit costs shall include all labor, equipment and ancillary costs required to complete the work. The contractor will provide all labor and equipment (parts provided by the City) to install the following items in accordance with The City of Corona Standard Plans, Section 600.

Item Number	Description of Services	Unit of Measure	Estimated Quantity	Price
1	Installation of irrigation valves up to 3 inch	Each	1	250.00
2	Installation of 6 inch pop-up irrigation heads	Each	1	10.00
3	Installation of 12 inch pop-up irrigation heads	Each	1	12.00
4	Installation of 6 inch pop-up rotor heads	Each	1	14.00
5	Installation of 12 inch pop-up rotor heads	Each	1	16.00
6	Installation of irrigation backflow up to 3 inch	Each	1	525.00
7	Installation of irrigation backflow from 4 inch up to 6 inch	Each	1	750.00
8	Trenching	Per Foot	1	2.00
9	Installation and wire sequencing of 18 station Calsense controller	Per Controller	1	145.00
10	Installation and wire sequencing of 24 station Calsense controller	Per Controller	1	290.00
11	Installation and wire sequencing of 32 station Calsense controller	Per Controller	1	350.00
12	Installation and wire sequencing of 40 station Calsense controller	Per Controller	1	450.00
13	Installation and wire sequencing of 48 station Calsense controller	Per Controller	1	550.00



14	Installation of Calsense flow meter up to 3 inches	Each	1	250.00
15	Installation of Calsense flow meter from 4 inches up to 6 inch	Each	1	400.00
16	Installation of Griswold master valve up to 3 inches	Each	1	350.00
17	Installation of Griswold master valve from 4 inch up to 6 inch	Each	1	500.00
18	Installation of Myers MEUG-46IX-MIO0 controller cabinet per standard plans, including base.	Each	1	700.00
19	Installation of SSE model SSE-RE Calsense controller cabinet including base.	Each	1	370.00
20	Wire tracing (irrigation)	Per Hour	1	80.00
21	Wire sequencing (irrigation)	Per Hour	1	35.00
22	Mainline repair up to 3 inch	Each	1	250.00
23	Mainline repair from 4 inch up to 6 inch	Each	1	450.00
24	1 gallon plant each + installation	Each	1	8.00
25	5 gallon plant each + installation	Each	1	20.00
26	15 gallon plant each + installation	Each	1	50.00
27	24 inch box tree with stakes and ties	Each	1	265.00
28	Turf-Tall Fescue Sod	Per Sq. Ft.	1	1.00
29	Ground cover from flats	Per Flat	1	22.00
30	Bark mulch installation	Per Cubic Yard	1	36.00
31	Concrete mow curb installation	Per Liner Ft.	1	7.00
32	Turf removal up to 3 inches below grade	Per Sq. Ft.	1	.75



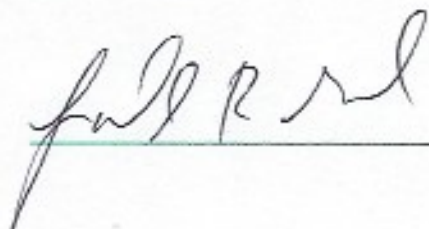
33	Turf fertilization using Nitro King 19-4-4 at 50 pounds per 10,000 sq. ft., fertilizer included in cost.	Per Acre	1	600.00
34	Hydro seed turf using tall fescue	Per Acre	1	850.00
35	Hydro seed turf using Bermuda	Per Acre	1	1,000.00
36	Vericutting turf parkways, including clean-up	Per Sq. Ft.	1	2.00
37	Dump Truck and Driver	Per Hour	1	70.00
38	Bobcat and operator	Per Hour	1	80.00
			Total Bid Amount	9,760.75

Please complete and upload the Price Form in its entirety into the PlanetBids electronic bidding system, and attach separate Excel spreadsheets with Contractor's fee schedule, including a copy of the Contractor's hourly rate schedule (labeled as Exhibit "C" Compensation) and an hourly cost breakdown by task.

Bidder shall complete the following required information:

**Bidder's Acknowledgement of His Understanding of the Terms and Conditions.**

Signature below verifies that Bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.



Please indicate any elements of the Technical Specifications which cannot be met by your firm, or will require additional/incidental costs to meet such requirements.

N/A



Please indicate any exceptions to or deviations from the RFP Requirements:

None

Have you included in your proposal all requested informational items and forms? Yes / No  
(circle one). If you answered "No", please explain: \_\_\_\_\_

Are you on the list of ineligible bidders or have you been or are you on any federal list of debarred or suspended bidders? Yes / No (circle one)

**Bidder to Provide California Contractor's License Number (C-27):**

859072

**Bidder to Provide California DIR Registration Number:**

PW-LR-2000700212

Safety Requirements/Violations

Number of OSHA Violations within the last five (5) years (must state zero if none):

0 Serious      0 Willful

This offer shall remain firm for 270 days from RFP close date.

Terms and conditions as set forth in this RFP apply to this proposal.

Unless otherwise stated, payment terms are: Net thirty (30) days.

In signing this proposal, Contractor warrants that all certifications and documents requested herein are attached and properly completed and signed.

From time to time, the City may issue one or more addenda to this RFP. Below, please indicate all Addenda to this RFP received by your firm, and the date said Addenda was/were received.



Verification of Addenda Received

Addenda No: 1 Received on: July 8, 2021  
Addenda No: \_\_\_\_\_ Received on: \_\_\_\_\_  
Addenda No: \_\_\_\_\_ Received on: \_\_\_\_\_

AUTHORIZED SIGNATURE:

PRINT SIGNER'S NAME AND TITLE:

L.R. Landscaping Inc.  
Ladislao R. Butierrez President

DATE SIGNED:

7/12/21

COMPANY NAME & ADDRESS:

L. R. Landscaping Inc.  
504 S. Hambledon Ave.  
La Puente Ca 91744

PHONE: (626) 862-0334

EMAIL: Lrlandscapinginc@yahoo.com

IF SUBMITTING A "NO BID", PLEASE STATE REASON(S) BELOW:

\_\_\_\_\_

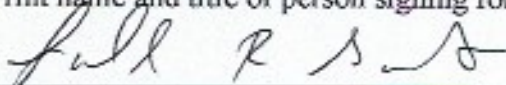


**ACKNOWLEDGMENT OF THE VENDOR PERFORMANCE EVALUATION FORM**  
**(To be Completed and Submitted with Contractor's Proposal)**

This is to acknowledge that we have read the City of Corona Vendor Performance Evaluation Form and understand a version of this type of form will be used to provide the basis for periodic assessments by the City to establish contract performance metrics.

L. R. Landscaping Inc.  
(Firm name)

Ladislao R. Gutierrez President  
(Print name and title of person signing for firm)

 7/12/21  
(Signature/date)



# TROPICAL PLAZA INC.

WWW.TROPICALPLAZA.COM P: 714.998.4100 F: 714.998.4788 INFO@TROPICALPLAZA.COM

## A. **PRESENTATION**

### 1. **Cover Letter**

Proposals shall contain the following in cover letter:

**a. Identification of Contractor, including name, address and telephone:**

Tropical Plaza Nursery, Inc.  
9642 Santiago Blvd.  
Villa Park, CA 92861  
Phone (714) 998-4100 Fax (714) 998-4788

**b. Proposed working relationship between Contractor and subcontractors, if applicable:**

Tropical Plaza Nursery, Inc. will be using 1 Subcontractor for hydroseeding purposes, for this RFP No. 21-058AC

**c. Acknowledgement of receipt of all RFP addenda, if any:**

Tropical Plaza Nursery, Inc. acknowledges receipt of 1 addendum for the City of Corona As-Needed emergency landscape services bid proposal RFP No. 21-058AC

**d. Name, title, address and telephone number of contact person during period of proposal evaluation:**

Les Fields, President  
9642 Santiago Blvd.  
Villa Park, CA 92861  
Phone (714) 998-4100 Fax (714) 998-4788  
e-mail [LesFields@tropicalplaza.com](mailto:LesFields@tropicalplaza.com)

Lucas Fields, COO  
9642 Santiago Blvd.  
Villa Park, CA 92861  
Phone (714) 998-4100 Fax (714) 998-4788  
e-mail [LucasFields@tropicalplaza.com](mailto:LucasFields@tropicalplaza.com)

**e. A statement that the cost of printing, mileage, telephone, mailing and other expenses incidental to the performance of the main items of the preparation of the RFP are included in the hourly rates of said hourly rate schedule and that there will be no additional charges.**

This RFP will have NO additional charges due to items listed in this line item, with the exception of major electrical work.



- f. **A statement to the effect that the proposal shall remain valid for a period of not less than 270 days from the date of submittal.**

Tropical Plaza Nursery, Inc. will honor and validate this proposal for 270 days from the date of submittal.

- g. **Signature of a person authorized to bind Bidder to the terms of the RFP proposal.**

Lucas Fields .

Lucas Fields, Chief of Operations

July 12, 2021

Date

- h. **Identification of proposed subcontractors, including legal company name, and contract person's name, address, phone numbers.**

Tropical Plaza Nursery, Inc. will be using 1 subcontractor for this RFP for hydroseeding purposes. Subcontractor that will be used:

Canyon Hydroseeding

Contact Person: Mark

320 W. Rancho Tropical Road

Colton, CA 92324

Phone Number: (951) 680-1949

## **2. Qualifications, Related Experiences and References**

- a. Tropical Plaza Nursery, Inc. was established as a Corporation and founded in 1946 providing the best professional services in southern California. Our services include Construction Services, Landscape & Irrigation Installation, Landscape Maintenance Services, Tree Trimming, and Landscape Designs. Tropical Plaza Nursery, Inc. operates out of a 1- acre property owned in Orange County @ 9642 Santiago Blvd. Villa Park, CA 92861. We currently have 65 staffed employees and 2 full time mechanics that service all our trucks and equipment in house.
- b. Tropical Plaza Nursery, Inc. 's financial condition is very strong. With accounts payables current & account receivables within 30 days. We have never filed for bankruptcy, never have had pending litigations and never closed our offices or plan on merging with another company and have never defaulted on any project.
- c. Tropical Plaza Nursery, Inc. has over 70 years of experience performing work of similar nature solicited in this RFP. Our proposed crew has been working for the City, we know all required specifications to the RFP as we are the current landscape maintenance contractor for this project.



- d. Tropical Plaza Nursery, Inc. will be using 1 subcontractor for this project to perform hydroseeding when needed. Tropical Plaza Nursery, Inc. has used Canyon Hydroseeding for over 30 years when we need hydroseeding services, we have a good working relationship with our vendor. This is information on our subcontractor to be used:

Canyon Hydroseeding

Address: 320 W. Rancho Tropical Road Colton, CA 92324

Contact Person: Mark

Phone Number: (951) 680-1949

Work to be performed: Hydroseeding services.

- e. Provide a minimum of 3 References from the projects cited as related experience. Reference shall include the name, title, address, telephone number, and email address of the person(s) at the client organization most knowledgeable about the work performed. Contractor may also supply references from other work not cited in this section as related experience.

1. City of Corona – Department of Water & Power  
Contact: Mr. Moses Cortez, Parks Superintendent  
440 S. Vicentia Ave., Ste. 225 Corona, CA 92882  
Phone Number: (951) 830-0906 e-mail: [Moses.Cortez@CoronaCA.gov](mailto:Moses.Cortez@CoronaCA.gov)
2. Riverside County Transportation Commissioner  
Contact: Mr. George Salas, Facilities Maintenance Supervisor  
4080 Lemons Street, 3<sup>rd</sup> Floor Riverside, CA 92502  
Phone Number: (951) 323-3391 e-mail: [GSalas@RCTC.org](mailto:GSalas@RCTC.org)
3. Sterling Lane HOA  
Contact: Milt NollKamper, Board Member  
980 Nicholas Place Corona, CA 92880  
Phone Number: (714) 606-5310 e-mail: [milt@menoll.com](mailto:milt@menoll.com)



### **3. Proposed Staffing and Project Organization**

Tropical Plaza Nursery inc. has more capabilities than many landscape companies. Having multiple designers, supervisors, and formans, Tropical Plaza is able to handle more than one project at a time, and is able to rapidly respond to inquiries. Since Tropical Plaza has two staff that are able to create designs/plans for renovation projects, Tropical Plaza is able to mitigate the cost and need in hiring outside firms to design renovated areas (especially if the area is utilizing the existing backflow and mainline. Tropical Plaza has won countless awards with the CLCA for Beautification, Irrigation Efficiency, and Humanitarian.

- Below is the proposed staff that will be planning and executing projects :
  - Lucas Fields MBA - Chief Operating Officer, Supervisor, Estimator, & Designer
    - Masters Business Administration
    - BA Communication Studies minor Economics
    - 3rd Generation Landscape Family Business
    - 10 Years in-field experience - Laborer, Foreman/Operator, Supervisor
    - 6 years - Graphic Design and 3D Modeling
  - Payton Beckman - Lead Estimator & Designer, Supervisor -
    - BA Graphic Design
      - Certificate in Landscape Designer
    - C-27, Operated 2016-2019
    - 10 Years - in-field experience
  - Jose Avila - Supervisor & Estimator -
    - 20+ Years - Landscape Experience
    - 15 Years - Manager Armstrong Nurseries
    - 5 Years - Irrigation Technician
    - Certificate - El Camino College 2005
  - Martin Rodriegez - Foreman -
    - First Hired 2007
    - 20+ years landscape experience
    - Operator, irrigation, electrical, hardscape
  - Rafael Rodriegez - Foreman -
    - First Hired 1985
    - 40+ years landscape experience
    - Operator, irrigation, electrical, hardscape
  - John Pagano - Foreman
    - First Hired 2020
    - 10+ Year Construction Experience
    - Operator, irrigation, electrical, Hardscape



#### 4. **Work Plan**

Tropical Plaza Nursery inc. undertakes tasks swiftly and efficiently with efficient communication channels, technological competencies, readily available equipment & tools, and veteran supervisors and foremen.

- a. For Tropical Plaza, communication is the most important thing when executing a task. Since Tropical Plaza utilizes technology, they are able to use the information given to create a proposal with rapid turnaround time and be able to utilize the same assets when creating plans for crews to execute in-field.

#### b & c. Outline & Schedule - Steps to Complete Task:

- i. Discovery - Receiving inquiry, information gathering.
  - 1. Responsibility: Estimator
- ii. Assessing - Job Walk, Testing, Auditing, Take-off.
  - 1. Responsibility: Estimator & Supervisor
- iii. Planning - Illustrations, notes, and plans for crew.
  - 1. Responsibility: Estimator & Supervisor
  - 2. Milestone
- iv. Proposal - Provide scope of work, Costs, and materials needed.
  - 1. Responsibility: Estimator & Supervisor
- v. Mobilization - Crew assignment, Pre-job meeting, material purchasing/delivery, and equipment moving
  - 1. Responsibility: Supervisor, Foreman
  - 2. Milestone
- vi. Task - Begin "Scope of Work"
  - 1. Responsibility: Foreman
- vii. Inspection - Evaluate task is complete per City's wishes.
  - 1. Responsibility: Supervisor
  - 2. Milestone
- viii. Demobilization - Job Complete, cleaning Task area, moving equipment.
  - 1. Responsibility: Supervisor, Foreman



d. Estimate of Labor Resource:

<b>Task</b>	<b>Unit</b>	<b>Labor Hours</b>
Installation of irrigation valves up to 3 inch	Each	1
Installation of 6 inch pop-up irrigation heads	Each	1
Installation of 12 inch pop-up irrigation heads	Each	1
Installation of 6 inch pop-up rotor heads	Each	1
Installation of 12 inch pop-up rotor heads	Each	1
Installation of irrigation backflow up to 3 inch	Each	8
Installation of irrigation backflow from 4 inch up to 6 inch	Each	16
Trenching	Per Foot	0.25
Installation and wire sequencing of 18 station Calsense controller	Per Controller	16
Installation and wire sequencing of 24 station Calsense controller	Per Controller	16
Installation and wire sequencing of 32 station Calsense controller	Per Controller	20
Installation and wire sequencing of 40 station Calsense controller	Per Controller	24
Installation and wire sequencing of 48 station Calsense controller	Per Controller	28
Installation of Calsense flow meter up to 3 inches	Each	4
Installation of Calsense flow meter from 4 inches up to 6 inch	Each	4
Installation of Griswold master valve up to 3 inches	Each	4
Installation of Griswold master valve from 4 inch up to 6 inch	Each	4
Installation of Myers MEUG-46IX-MIO0 controller cabinet per standard plans, including base.	Each	40
Installation of SSE model SSE-RE Calsense controller cabinet including base.	Each	16
Wire tracing (irrigation)	Per Hour	1
Wire sequencing (irrigation)	Per Hour	1
Mainline repair up to 3 inch	Each	4
Mainline repair from 4 inch up to 6 inch	Each	8
1 gallon plant each + installation	Each	0.1
5 gallon plant each + installation	Each	0.2
15 gallon plant each + installation	Each	0.5



24 inch box tree with stakes and ties	Each	8
Turf-Tall Fescue Sod	Per Sq. Ft.	0.011
Ground cover from flats	Per Flat	0.25
Bark mulch installation	Per Cubic Yard	1
Concrete mow curb installation	Per Liner Ft.	0.25
Turf removal up to 3 inches below grade	Per Sq. Ft.	0.01
Turf fertilization using Nitro King 19-4-4 at 50 pounds per 10,000 sq. ft., fertilizer included in cost.	Per Acre	1
Hydro seed turf using tall fescue	Per Acre	1
Hydro seed turf using Bermuda	Per Acre	1
Verticutting turf parkways, including clean-up	Per Sq. Ft.	0.017
Dump Truck and Driver	Per Hour	1
Bobcat and operator	Per Hour	1

E. Communication is a priority for Tropical Plaza, and believes this is the catalyst to ensure good quality control, proper budget, and a streamlined schedule. Tropical Plaza utilizes multiple communication channels to organize and execute projects as efficiently as possible: Shared Cloud Calendar, Message Board, Annotated Images & Illustrations, and Plans. These resources are integrated from top to bottom within Tropical Plaza to ensure they have the right crews, equipment, and materials, and where they need them.

##### 5. **Exceptions/Deviations**

None.



# BUSINESS LICENSE CERTIFICATE

"For Services Provided in the  
City of Corona, California Only"



8839 N Cedar Ave #212  
Fresno, CA 93720-1832  
License Division - (951) 736-2275

**BUSINESS NAME:** TROPICAL PLAZA NURSERY INC  
**BUSINESS LOCATION:** 9642 SANTIAGO BLVD  
VILLA PARK, CA 92867-2521  
**BUSINESS OWNER:** LESLIE FIELDS

**DESCRIPTION:** CONTRACTOR

**Special Conditions:** Contractor: Specialty- Based Out of C

TROPICAL PLAZA NURSERY INC  
9642 SANTIAGO BLVD  
VILLA PARK, CA 92867-2521

**Business License Number:** 03902332

**Effective Date:** October 01, 2020

**Expiration Date:** September 30, 2021

TO BE POSTED IN A CONSPICUOUS PLACE

NOT TRANSFERABLE



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number: **519398** **CORP**  
Business Name: TROPICAL PLAZA NURSERY INC

Classification(s): C27

Expiration Date: 10/31/2021

[www.cslb.ca.gov](http://www.cslb.ca.gov)





PARTY SUBMITTING PROPOSAL: Tropical Plaza Nursery, Inc.

Not required to be notarized

**NON-COLLUSION DECLARATION  
(TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH PROPOSAL)**

The undersigned declares:

I am the Chief of Operations [title] of  
Tropical Plaza Nursery, Inc. [proposer], the party making the foregoing bid.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or a sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid. The proposer has not directly or indirectly colluded, conspired, plotted, or agreed with any proposer or anyone else to put in a sham bid, or to refrain from submitting a proposal. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on July 12, 2021  
[date], at Villa Park [city], California [state].

Lucas Fields

Signature

Lucas Fields

Typed or Printed Name

Chief of Operations

Title

Tropical Plaza Nursery, Inc.

Party Submitting Proposal



**ACKNOWLEDGMENT OF THE TERMS AND CONDITIONS OF THE CITY OF  
CORONA MAINTENANCE/GENERAL SERVICES AGREEMENT  
(To be Completed and Submitted with Contractor's Proposal)**

This is to acknowledge that we have read the City of Corona Maintenance/General Services Agreement and will sign the Agreement, as presented, without exception, for the City's RFP No. 21-058AC.

Tropical Plaza Nursery, Inc.

(Firm Name)

Lucas Fields, COO

(Print name and title of person signing for firm)

*Lucas Fields*

July 12, 2021

(Signature/Date)



**ACKNOWLEDGMENT OF THE INSURANCE REQUIREMENTS CHECK LIST**  
**(To be Completed and Submitted with Contractor's Proposal)**

All applicable insurance requirements to this RFP are identified with a 'YES' under the "Applicable to Vendor" column on the RFP Insurance Requirements Check List.

Contractor acknowledges that we have reviewed the City of Corona Insurance Requirements Check Sheet and understand that we will be able to provide the insurance coverage required. A sample certificate of insurance is enclosed for the City's preliminary review. Any deductibles or self-insured retention amounts have been specified below for City's review and approval.

Deductible Amounts/Self-insured Retentions:

\$500.00

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Tropical Plaza Nursery, Inc.

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(Firm Name)

Lucas Fields, COO

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(Print name and title of person signing for firm)

*Lucas Fields*

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July 12, 2021

(Signature/Date)



## CITY OF CORONA RFP 21-058AC INSURANCE REQUIREMENTS CHECK LIST

### (To be Completed and Submitted with Contractor's Proposal)

All applicable insurance requirements are identified with a 'YES' under the "Applicable to Vendor" column. Indicate Yes or No below if you are able to comply with the requirement.

	YES	NO	Applicable to Vendor
Can your company provide General Liability - \$1M occurrence/\$2M aggregate?	X		YES
Can your company provide Automobile Liability - \$1M?	X		YES
Can your company provide Workers Compensation and Employer's Liability - \$1M?	X		YES
Can your company provide Errors and Omissions (Professional) Liability Insurance - \$1M occurrence/\$2M aggregate?			Not Applicable
Can your company provide Technology Professional Errors and Omissions Liability Insurance - \$2M occurrence or \$2M aggregate?			Not Applicable
Can your company provide Builders'/All Risk for the completed value of the project naming the City as the loss payee?			Not Applicable
Can your company provide Contractor's Pollution Liability and Transportation Pollution Liability with minimum limits of \$1 million/\$2 million with a primary Additional Insured endorsement?			Not Applicable
Can your company provide coverage with an insurer with a current A.M. Best's rating no less than (A-):VII and licensed as an admitted insurance carrier in California?	X		YES
Can your company provide coverage with an insurer with a current A.M. Best's rating no less than (A-):X and authorized to issue the required policies in California?	X		YES

### Insurance Endorsements

#### General Liability

	YES	NO	Applicable to Vendor
(Occurrence form CG 0001)	X		YES
Will your company provide an insurance policy that states the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith?	X		YES
Will your company provide an insurance policy that states any person or organization whom you have agreed to include as an additional insured under a written contract? provided such contract was executed prior to the date of loss?	X		YES
Can your company provide Completed Operations as evidenced with the following endorsements?	X		YES
Endorsement form CG 20 10 11 85 OR	X		YES
CG 20 37 and one of the following			YES
CG 20 10			YES
CG 20 26			
CG 20 33			
CG 20 38			
Will your company provide a General Liability endorsement stating that the insurance coverage shall be primary any City insurance will be in excess of the contractors' insurance and will not be called upon to contribute Endorsement Form shall be as broad as CG 20 01 04 13?	X		YES



### Automobile Liability

	YES	NO	Applicable to Vendor
Does your insurance cover Owned automobiles with Form number CA 0001 code 1 (Any Auto)?	X		YES
If your company does not have owned automobiles, does your insurance cover No owned autos Code 8 (hired) <b>and</b> 9 (non-owned)?			YES

### Workers' Compensation

	YES	NO	Applicable to Vendor
Will your company provide a waiver for all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor?	X		YES
Will your company provide a Waiver of Subrogation – All Other Policies. Contractor hereby waives all rights of subrogation any insurer of Contractor's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Contractor?	X		YES
Will your insurance policies have a (30) days' notice of cancellation endorsement?			YES
If your firm is unable to provide a (30) day notice of cancellation will your firm sign a City provided statement that the Vendor shall notify the City within two business days any notice of cancellation?	X		YES
Does your insurance have any deductibles and/or self-insurance retentions?	X		YES

Use the space below to explain any **"NO"** responses.

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**CONTRACTOR'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS**  
**(To be Completed and Submitted with Contractor's Proposal)**

Contractor is required to state any and all instances of being disqualified, removed, or otherwise prevented from submitting a proposal, or completing any contracts for similar services as detailed in RFP 21-058AC.

1. Have you ever been disqualified from any contract? (circle one)      Yes      **No**
2. If yes, explain the circumstances:

N/A

Tropical Plaza Nursery, Inc.

(Firm Name)

Lucas Fields, COO

(Print name and title of person signing for firm)

*Lucas Fields* July 12, 2021

(Signature/Date)



## CITY OF CORONA LANDSCAPE AND IRRIGATION INSTALLATION EXPERIENCE

In order to be deemed responsive, bidders must meet all of the following minimum requirements, which may be waived in the City' sole and absolute discretion:

A minimum of 10 acres or more of new landscape installation (irrigation and plantings) of right-of-ways, parks, or HOA's in the City of Corona within the last 10 years.

Please provide a list of areas and location on form titled "Landscape and Irrigation Installation".

- |                    |   |
|--------------------|---|
| 1. Tract Name:     | City of Corona - City Yard                      |
| Address:           | 755 Public Safety Way Corona, CA 92880          |
| Acreage installed: | .25   |
|                    |   |
| 2. Tract Name:     | Sterling Lane HOA                               |
| Address:           | Nicholas Place/Manor Way in Corona, CA 92880    |
| Acreage installed: | .33   |
|                    |   |
| 3. Tract Name:     | West Corona - Metrolink Station                 |
| Address:           | 155 S. Auto Center Drive Corona, CA             |
| Acreage installed: | 6.1   |
|                    |   |
| 4. Tract Name:     | North Main Corona - Metrolink Station           |
| Address:           | 250 E. Blaine Street Corona, CA                 |
| Acreage installed: | .5  |
|                    |   |
| 5. Tract Name:     | City of Corona DWP Facility - Gilbert Reservoir |
| Address:           | 400 S. Vicentia Ave. Corona, CA                 |
| Acreage installed: | 3.5   |
|                    |   |
| 6. Tract Name:     | City of Corona - City Hall                      |
| Address:           | 400 S. Vicentia Ave. Corona, CA                 |
| Acreage installed: | 2   |
|                    |   |
| 7. Tract Name:     | _____   |
| Address:           | _____   |
| Acreage installed: | _____   |



## SUBCONTRACTORS LIST

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California (PCC section 4100 et seq.), each bidder shall set forth below: (a) the name and the location of the place of business and (b) the license number and the DIR registration number, and (c) the portion of the Work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the Work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the Work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If Contractor is fully qualified to perform a portion of the Work listed below and will perform such Work, Contractor shall circle "yes" under the "will you be self-performing" column below. Otherwise, if no subcontractor is specified for a portion of the Work or if more than one subcontractor is specified for the same portion of Work, and if that portion of Work is in excess of the amounts described in the paragraph above), then the Contractor shall be deemed to have agreed that it is fully qualified to perform that portion of Work and that it shall perform that portion itself.

If the "PCC 3400(c)" column states "yes" below, then please take note that a portion of the Work described is impacted by findings made by the City that a particular material, product, thing or service must be used and has been designated by a specific brand or trade name.<sup>1</sup> In such cases, **there may be only one subcontractor qualified or authorized to perform a portion of the Work described, so please take note and ensure that you list the proper subcontractor.**

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<sup>1</sup> A copy of the applicable approved Notice Designating Sole Source Equipment and Products Specifications is available upon request from the City.



<b>Description of Work</b>	<b>PCC 3400(c) Apply?</b>	<b>Will you be Self-Performing? (Please circle)</b>	<b>If no, list Subcontractor</b>	<b>Name, Location, License Number &amp; DIR Registration Number of Subcontractor</b>	<b>Portion of Work by Subcontractor</b>
Hydroseeding		Yes or No	Canyon Hydroseeding	Canyon Hydroseeding in Colton, CA License: C-61 783677 DIR: 1000013986	Hydroseeding
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			

Contractor: Tropical Plaza Nursery, Inc.



**SECTION VI.**  
**PRICE FORM**

REQUEST FOR PROPOSALS: **RFP No. 21-058AC**

DESCRIPTION OF WORK: **City of Corona On-Call Emergency Landscape Services**

CONTRACTOR'S NAME/ADDRESS: Tropical Plaza Nursery, Inc.

9642 Santiago Blvd.

Villa Park, CA 92861

NAME/TELEPHONE NO. OF  
AUTHORIZED REPRESENTATIVE

Lucas Fields, COO

714-998-4100

**ANNUAL PURCHASE ORDER**

The Initial Purchase Order Period shall be effective on or about August 5, 2021 through June 30, 2023, with two (2) year option renewal periods, on an as-needed basis, with no guaranteed usage for RFP 21-058AC, On-Call Emergency Landscape Services. Bid prices shall remain effective and in force for the entire Initial Purchase Order Period.

1. The first optional extension will be for the period July 1, 2023 through June 30, 2025.
2. The second optional extension will be for the period July 1, 2025 through June 30, 2027.

**Contract Renewal:** The contract may be extended by the City under the terms and conditions of the original contract, upon execution of an amendment to the contract by both parties. Should the City elect to exercise the option to extend this contract, the parties shall negotiate pricing for such period prior to commencement of the additional extension contract period. Negotiated price increases for the contract extension shall not exceed the percentage change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers" for Riverside San Bernardino Ontario, CA (CPI) for the most recent twelve months for which statistics are available. This method of price negotiation shall apply to each extension period exercised. Option years shall become effective only upon issuance by the City of a duly authorized purchase order and signed amendment.



Please provide detailed Firm Fixed Price cost information in the spaces provided below, and any other incidental or additional costs required to complete the Technical Specification requirements.

All quantities below are estimates for the purposes of bid comparison. Estimated quantities are no guarantee of actual usage.

Unit costs shall include all labor, equipment and ancillary costs required to complete the work. The contractor will provide all labor and equipment (parts provided by the City) to install the following items in accordance with The City of Corona Standard Plans, Section 600.

Item Number	Description of Services	Unit of Measure	Estimated Quantity	Price
1	Installation of irrigation valves up to 3 inch	Each	1	\$55
2	Installation of 6 inch pop-up irrigation heads	Each	1	\$55
3	Installation of 12 inch pop-up irrigation heads	Each	1	\$55
4	Installation of 6 inch pop-up rotor heads	Each	1	\$55
5	Installation of 12 inch pop-up rotor heads	Each	1	\$55
6	Installation of irrigation backflow up to 3 inch	Each	1	\$440
7	Installation of irrigation backflow from 4 inch up to 6 inch	Each	1	\$880
8	Trenching	Per Foot	1	\$8.25
9	Installation and wire sequencing of 18 station Calsense controller	Per Controller	1	\$880
10	Installation and wire sequencing of 24 station Calsense controller	Per Controller	1	\$880
11	Installation and wire sequencing of 32 station Calsense controller	Per Controller	1	\$1100
12	Installation and wire sequencing of 40 station Calsense controller	Per Controller	1	\$1320
13	Installation and wire sequencing of 48 station Calsense controller	Per Controller	1	\$1540



14	Installation of Calsense flow meter up to 3 inches	Each	1	\$220
15	Installation of Calsense flow meter from 4 inches up to 6 inch	Each	1	\$220
16	Installation of Griswold master valve up to 3 inches	Each	1	\$220
17	Installation of Griswold master valve from 4 inch up to 6 inch	Each	1	\$220
18	Installation of Myers MEUG-46IX-MIO0 controller cabinet per standard plans, including base.	Each	1	\$2200
19	Installation of SSE model SSE-RE Calsense controller cabinet including base.	Each	1	\$880
20	Wire tracing (irrigation)	Per Hour	1	\$55
21	Wire sequencing (irrigation)	Per Hour	1	\$55
22	Mainline repair up to 3 inch	Each	1	\$220
23	Mainline repair from 4 inch up to 6 inch	Each	1	\$440
24	1 gallon plant each + installation	Each	1	\$9.15
25	5 gallon plant each + installation	Each	1	\$37.81
26	15 gallon plant each + installation	Each	1	\$81.50
27	24 inch box tree with stakes and ties	Each	1	\$439.50
28	Turf-Tall Fescue Sod	Per Sq. Ft.	1	\$0.97
29	Ground cover from flats	Per Flat	1	\$25.15
30	Bark mulch installation	Per Cubic Yard	1	\$40
31	Concrete mow curb installation	Per Liner Ft.	1	\$23.85
32	Turf removal up to 3 inches below grade	Per Sq. Ft.	1	\$3.16



33	Turf fertilization using Nitro King 19-4-4 at 50 pounds per 10,000 sq. ft., fertilizer included in cost.	Per Acre	1	\$62.86
34	Hydro seed turf using tall fescue	Per Acre	1	\$2961.40
35	Hydro seed turf using Bermuda	Per Acre	1	\$2775.40
36	Vericutting turf parkways, including clean-up	Per Sq. Ft.	1	.51
37	Dump Truck and Driver	Per Hour	1	\$60
38	Bobcat and operator	Per Hour	1	\$60
			Total Bid Amount	\$18,628.50

Please complete and upload the Price Form in its entirety into the PlanetBids electronic bidding system, and attach separate Excel spreadsheets with Contractor's fee schedule, including a copy of the Contractor's hourly rate schedule (labeled as Exhibit "C" Compensation) and an hourly cost breakdown by task.

Bidder shall complete the following required information:

**Bidder's Acknowledgement of His Understanding of the Terms and Conditions.**

Signature below verifies that Bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.

*Lucas Fields*

Lucas Fields, COO 07/12/21

Please indicate any elements of the Technical Specifications which cannot be met by your firm, or will require additional/incidental costs to meet such requirements.

Major Electrical Work - Wiring Meters & 220v



Please indicate any exceptions to or deviations from the RFP Requirements:

Major Electrical Work - Wiring Meters, 220v

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Have you included in your proposal all requested informational items and forms? ☒ Yes / No  
(circle one). If you answered "No", please explain: 

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Are you on the list of ineligible bidders or have you been or are you on any federal list of debarred or suspended bidders? Yes / ☒ No (circle one)

**Bidder to Provide California Contractor's License Number (C-27):**

519398

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**Bidder to Provide California DIR Registration Number:**

1000024636

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Safety Requirements/Violations

Number of OSHA Violations within the last five (5) years (must state zero if none):

0 Serious      0 Willful

This offer shall remain firm for 270 days from RFP close date.

Terms and conditions as set forth in this RFP apply to this proposal.

Unless otherwise stated, payment terms are: Net thirty (30) days.

In signing this proposal, Contractor warrants that all certifications and documents requested herein are attached and properly completed and signed.

From time to time, the City may issue one or more addenda to this RFP. Below, please indicate all Addenda to this RFP received by your firm, and the date said Addenda was/were received.



Verification of Addenda Received

Addenda No: 1 Received on: 07/12/2021

Addenda No: \_\_\_\_\_ Received on: \_\_\_\_\_

Addenda No: \_\_\_\_\_ Received on: \_\_\_\_\_

AUTHORIZED SIGNATURE: Lucas Fields

PRINT SIGNER'S NAME AND TITLE: Lucas Fields, COO

DATE SIGNED: 07/12/2021

COMPANY NAME & ADDRESS: Tropical Plaza Nursery, Inc.

9642 Santiago Blvd.

Villa Park, CA 92861

PHONE: 714-998-4100

EMAIL: LucasFields@tropicalplaza.com

IF SUBMITTING A "NO BID", PLEASE STATE REASON(S) BELOW:

\_\_\_\_\_



**ACKNOWLEDGMENT OF THE VENDOR PERFORMANCE EVALUATION FORM**  
**(To be Completed and Submitted with Contractor's Proposal)**

This is to acknowledge that we have read the City of Corona Vendor Performance Evaluation Form and understand a version of this type of form will be used to provide the basis for periodic assessments by the City to establish contract performance metrics.

Tropical Plaza Nursery, Inc.

\_\_\_\_\_  
(Firm name)

Lucas Fields, Chief of Operations (COO)

\_\_\_\_\_  
(Print name and title of person signing for firm)

*Lucas Fields*

07/12/2021

\_\_\_\_\_  
(Signature/date)





Staff Report

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**File #:** 21-0800

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**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 9/1/2021

**TO:** Honorable Mayor and City Council Members

**FROM:** Fire Department

**SUBJECT:**

Purchase three (3) Paramedic Rescue Squad Trucks utilizing the National Purchasing Partners Contract # PS20225 Cooperative Contract.

**EXECUTIVE SUMMARY:**

The Fire Department requests authorization to issue a purchase order to Fouts Brothers Fire Equipment in the amount of \$627,567 to purchase three (3) Paramedic Rescue Squad Trucks. This purchase is required for the implementation of two (2) Low-acuity Paramedic Rescue Squads. The third unit will be utilized as a reserve unit. The implementation of these units has been approved and funded through the budgeting process.

**RECOMMENDED ACTION:**

**That the City Council:**

- a. Authorize the Purchasing Manager to issue a purchase order to Fouts Brothers Fire Equipment in the amount of \$627,567 to purchase three (3) Paramedic Rescue Squad Trucks.
- b. Authorize the City Manager, or his designee, to approve change orders up to 10% or \$62,757 as authorized by Corona Municipal Code Section [3.08.080\(I\)](#).
- c. Make a determination under Corona Municipal Code Section [3.08.140\(C\)](#) that competitive bidding has been satisfied based upon the reasons provided in this agenda report.
- d. Authorize a one-time appropriation of \$90,324 from the General Fund to the Vehicle Procurement Capital Improvement Project No. 6834.

**BACKGROUND & HISTORY:**

In 2019, Citygate Associates, LLC (Citygate) conducted a Standards of Coverage Assessment of the



Corona Fire Department. This operational assessment of the Fire Department included an analysis of emergency incident volume, incident type, and fire service emergency response modeling. Finding #7 of the assessment identified that the overall number of simultaneous incidents has been increasing since 2014. Additionally, the Department has experienced a fifty percent increase in call volume over the past fifteen years. Currently, sixty-seven percent of the Fire Department's call volume is for emergency medical services. Recommendation #3 of the assessment indicated the Department should closely track response time performance during peak hours; when response time and unit availability are impacted by high demand, the Department should consider a peak activity unit (engine or squad). The purchase of these Paramedic Rescue Squad Trucks will allow for a more efficient deployment model focused on low-acuity medical responses. Low-acuity calls are those that do not require as many emergency responders to mitigate the emergency, sprains, minor lacerations, flu-like symptoms and mechanical falls are examples. With these low-acuity resources, unit availability will increase for response to more critical incidents rather than being assigned to such calls for care.

**ANALYSIS:**

As recommended by Citygate, the Fire Department has closely monitored emergency incident call volume. The volume of low-acuity calls is common Countywide and is not unique to the Corona Fire Department. Approximately thirty-nine percent of emergency medical service calls are low-acuity. The addition of these Paramedic Rescue Squad Trucks will create an alternate response model which will serve the citizens of Corona more efficiently. The service delivery model uses smaller vehicles with fewer personnel to handle the non-emergent, low-acuity incidents. This alternate response model has been used successfully by numerous surrounding fire departments, including the City of Orange Fire Department, Riverside County Fire Department, Riverside City Fire Department, Chino Valley Fire Protection District, Los Angeles County Fire Department, and Ventura County Fire Department.

**BASIS FOR DETERMINATION OF COMPETITIVE BIDDING:**

The Fire Department requests City Council authorization to purchase three (3) Paramedic Rescue Squad Trucks using the National Purchasing Partners Contract # PS20225 Cooperative Contract. Competitive bidding has been completed for this purchase pursuant to Corona Municipal Code (CMC) Section 3.08.140(c), which states as follows:

“(C) Competitive Bidding Already Completed. When the purchasing agent and the authorized contracting party, with the approval of the City Manager, determines that:

- a. A competitive bid procedure has been conducted by another public agency including, but not limited to, another local agency, the state through the California Multiple Award Schedule (CMAS), the federal government through the General Services Administration (GSA), the U.S. Communities Government Purchasing Alliance, or the Western States Contracting Alliance (WSCA); and
- b. The price to the city is equal to or better than the price to that public agency.”

Staff believes the above two required findings can be made for the following reasons:



a. Competitive Bid Procedure Already Conducted by Another Agency

On November 12, 2019, The League of Oregon Cities (LOC) issued Request for Proposals (RFP) 1905 for the purchase of Fire Apparatus. The (LOC) served as Lead Agency to solicit proposals for Fire Apparatus in cooperation with the National Purchasing Partners (NPP). The RFP was published in the Daily Journal of Commerce on November 11th, 2019 as well as USA Today on November 12th, 2019. Additionally, the RFP was posted to the following web sites: [www.nppgov.com](http://www.nppgov.com), [www.orcities.org](http://www.orcities.org), [www.findrpf.com](http://www.findrpf.com). Eleven vendors from across the country submitted proposals by the due date of February 11, 2020, all of which were evaluated by the LOC staff.

Proposals were evaluated by LOC based on the criteria contained in the RFP. On May 6, 2020, the RFP was awarded.

b. Price to the City is Equal:

Pricing for the first vehicle is based on the NPP Contract #PS20225 with Fouts Brothers at a 10% discount off the advertised "list price". The same pricing discounts are available to all City Municipalities participating in the NPP. The second and third vehicles are discounted an additional 1.5% and 2.5% respectively.

**FINANCIAL IMPACT:**

Funding for the recommended action in the amount of \$600,000 is included in the Fiscal Year 2022 Vehicle Procurement Capital Improvement Project No. 6834. The approval of change orders up to 10% or \$62,757 will allow for the project to continue if desired mechanical or technological advancements become available after the contract is established. Approval of the recommended action will result in an additional appropriation of \$90,324 in the Vehicle Procurement CIP.

<b>GENERAL FUND</b>	
Adopted Budget - FY 2022 Estimated Revenue Over Expenditures	\$ 14,593,660
Less Measure X Reserves	(13,144,418)
Previously Approved/Revised Budget Adjustments (Net)* [Note 1]	33,823
Current Estimated Revenue Over Expenditures	1,483,065
Paramedic Rescue Squad Trucks - Appropriation	(90,324)
<b>Revised Estimated Revenue Over Expenditures [Note 1]</b>	<b>\$ 1,392,741</b>
Budget Balancing Measures Reserve - Estimated 06/30/2021	27,665,595
Estimated FY 2022 Change in Budget Balancing Measures Reserve	1,392,741
<b>Estimated Budget Balancing Measures Reserve - 06/30/22</b>	<b>\$ 29,058,336</b>

\* Approved through Council Action or other operational process.

*Note 1: Includes other General Fund items on the September 1, 2021 agenda.*

**ENVIRONMENTAL ANALYSIS:**

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California



Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action involves the purchase of a vehicle, and there is no possibility that adopting this resolution will have a significant effect on the environment. Therefore, no environmental analysis is required.

**PREPARED BY:** JUSTIN DETMER, FIRE CAPTAIN

**REVIEWED BY:** BRIAN YOUNG, FIRE CHIEF

**Attachments:**

EXHIBIT 1 - Fouts Squad Proposal

EXHIBIT 2 - Fouts NPP Master Price Agreement

EXHIBIT 3 - League of Oregon Cities Fire Apparatus Solicitation Synopsis

EXHIBIT 4 - League of Oregon Cities Fire Apparatus RFP

EXHIBIT 5 - Intergovernmental Cooperative Purchasing Agreement

EXHIBIT 6 - Citygate Standards of Coverage Assessment





Corona Fire Department  
Captain Justin Detmer  
735 Public Safety Way  
Corona, CA 92878

July 8, 2021

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this proposal:

One (1) Fouts Brothers, Ford F-450, 4-Door with Squad body Complete and Delivered for the Total Sum of .....	\$195,024.15
A Second Unit Can be purchased for the Sum of .....	\$192,024.15
A Third Unit Can be purchased for the Sum of .....	\$190,024.15
 Total for three (3) units .....	 \$577,072.45
 Total Tax @ 8.75% .....	 \$50,493.84

The unit shall be manufactured completely in accordance with the following proposal and delivered in approximately **150 Days** from the date the chassis is received, subject to delays from all causes beyond our control.

Pricing is based on Fouts Bros. Contract PS20225 with the Oregon League of Cities, administered by the National Purchasing Partners (NPPGOV)

Notes & terms:

- Due upon delivery
- PO's, Contracts and Payments will be direct with Fouts Brothers
- Fouts Brothers would prefer buyer pay CA use tax directly to the State and Local Governments.
- The above price includes travel expenses for 3 people to conduct a final inspection in La Grange TX

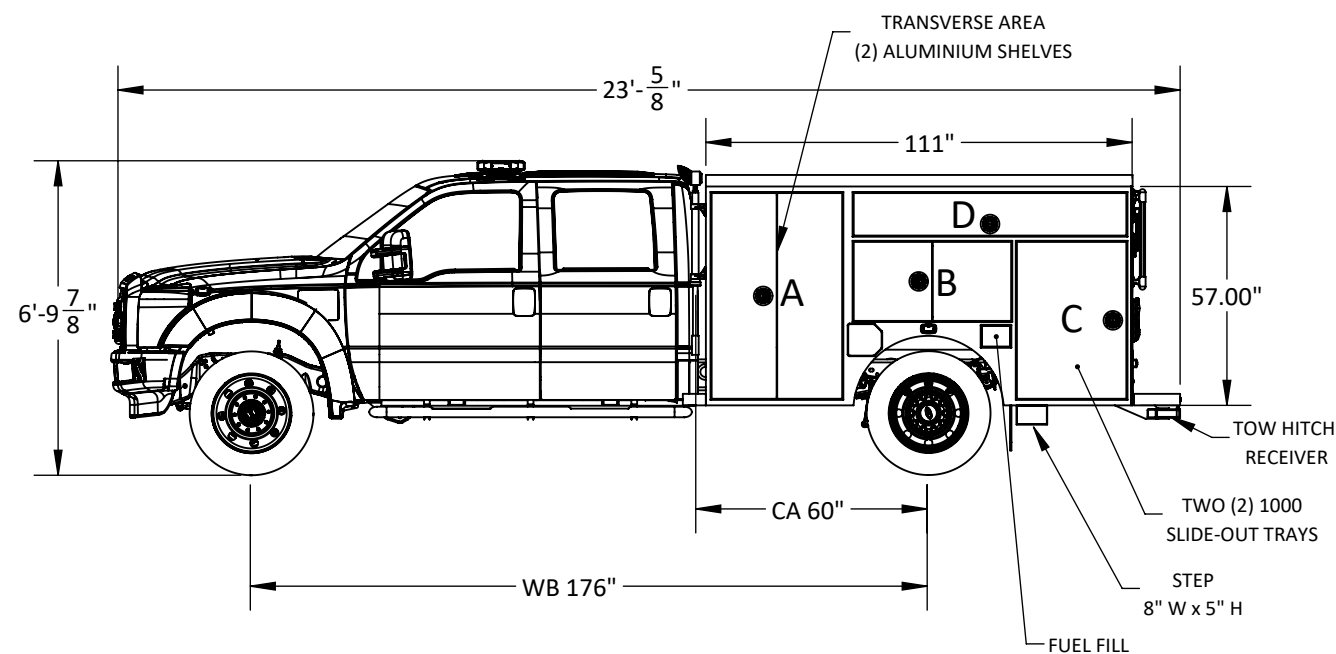
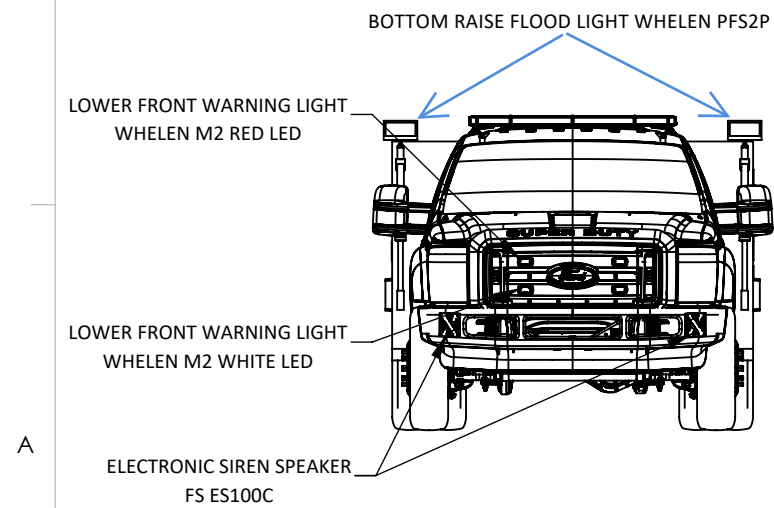
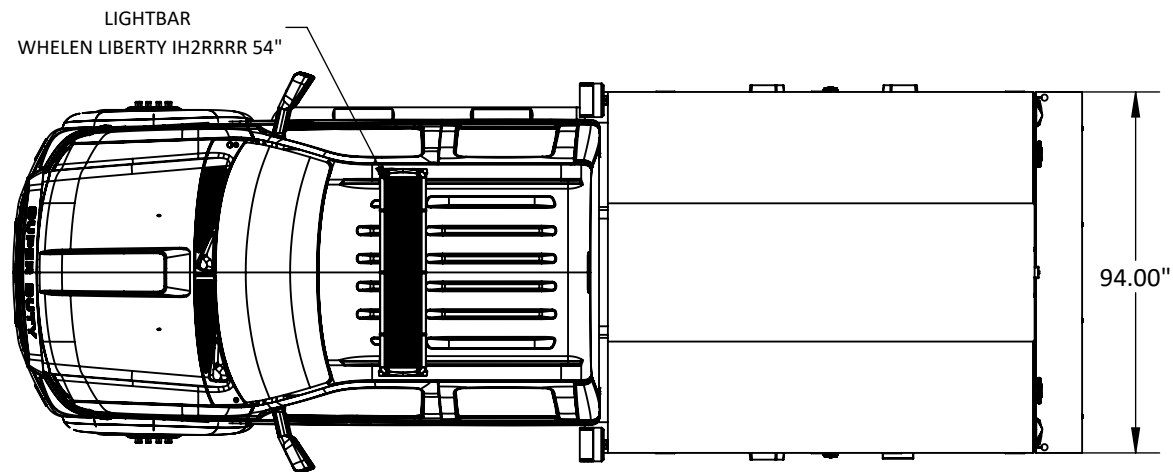
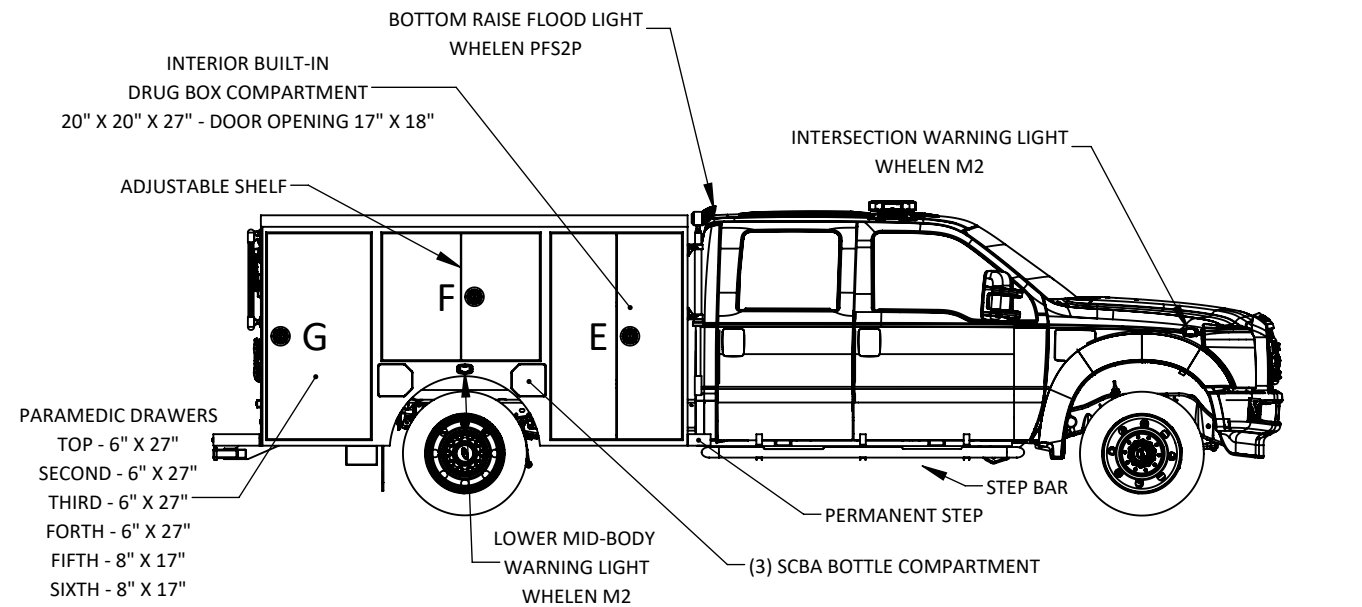
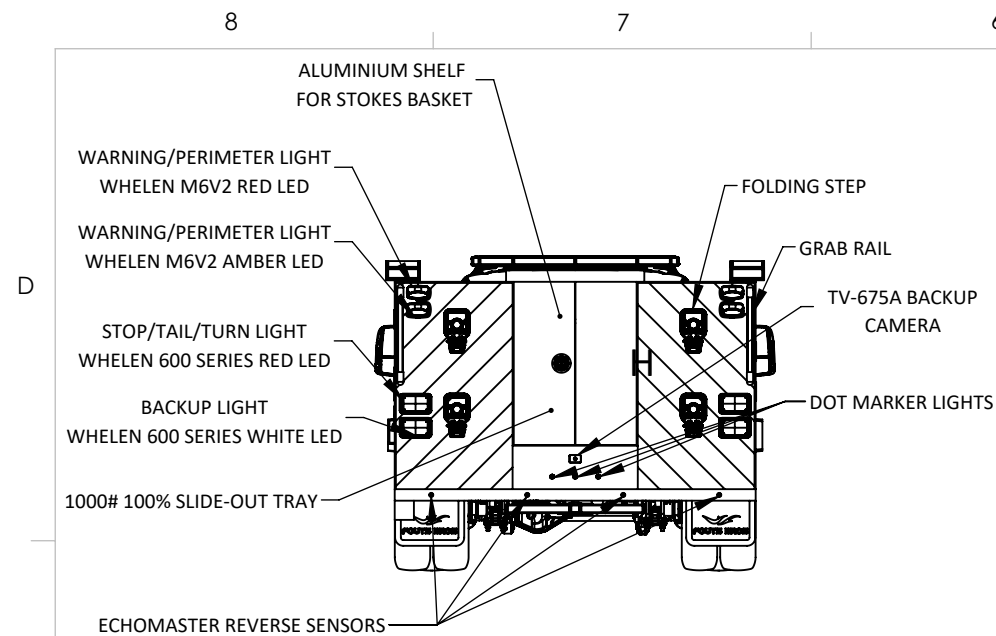
Respectfully Submitted,

*Kenneth Creese*

Ken Creese  
Republic Fire Equipment LLC (CA Dealer #03968)  
Fouts Bros. Authorized Sales Representative









# FOUTS BROS. NPP Contract # PS20225



Paramedic Rescue Squad

For The  
City of Corona Fire Department

Fouts Bros.  
138 Roberson Mill Road  
Milledgeville, GA 31061  
1-800-948-5045



# FOUTS BROS. NPP Contract # PS20225

## **SCOPE AND GENERAL REQUIREMENTS**

It is the intent of Fouts Brothers provide a new fire apparatus that will withstand the continuous use encountered in the emergency firefighting service. The apparatus will be of the latest type, symmetrically proportioned and constructed with due consideration of the load to be sustained.

All parts not specifically mentioned herein, but which are necessary to furnish a complete fire apparatus, will be supplied and will conform to the best practices known to the fire apparatus industry.

The unit will be of current model year new and unused. The bid price will not include any local, State, or Federal taxes.

## **MANUFACTURING LOCATION**

The proposed apparatus will be manufactured at the Fouts Brothers facility located in La Grange TX.

## **FAMA COMPLIANCE**

Fouts Brothers is a current member of the Fire Apparatus Manufacturer's Association (FAMA) and must provide certificate of membership.

## **PROPRIETARY PARTS**

It is Fouts Brothers intention to furnish the apparatus with major parts commonly used by the heavy-duty truck manufacturers and open market vendors whereas replacement parts are more readily available and at reduced cost.

## **COOPERATIVE PURCHASING**

Fouts Brothers is pleased to allow other public agencies to use the purchase agreement resulting from this RFB. The condition of such use by other agencies will be that such agency must make and pursue contact, purchase order/contract, and all contractual remedies with Republic Fire Equipment/Fouts Brothers. Tag-ons will be done so that the purchaser has no responsibility for performance by either the manufacturer or the agency using the contract.

## **PRODUCT QUALITY AND WORKMANSHIP**

The components provided and workmanship performed will be of the highest quality available for this application. Special consideration will be given to the following areas:



# FOUTS BROS. NPP Contract # PS20225

- A). Accessibility to various components that require periodic maintenance or lubrication checks.
- B). Ease of vehicle operation.
- C). Features beneficial to the intended operation of the apparatus.

Construction of the complete apparatus will be designed to carry the loads intended to meet the road and terrain conditions and speed requirements desired when specified by the purchaser.

## **VEHICLE DELIVERY**

The finished unit will be delivered under its own power to:

City of Corona FD

## **ONE YEAR APPARATUS WARRANTY**

The complete apparatus detailed herein will be warranted against defects in materials and workmanship for a period of twelve (12) months, effective upon pick up or delivery of the completed apparatus to the purchaser, as detailed in the respective warranty documents. Any unauthorized alterations or modifications to the apparatus will void this warranty.

Other warranties, as provided by individual component manufacturers may extend beyond this warranty.

## **APPARATUS BODY WARRANTY, FIVE (5) YEAR**

The apparatus body (Galvanneal Steel) as detailed herein will have a structural warranty against defects in materials and workmanship for a period of five (5) years, effective upon final payment in full by the Purchaser, and pick up or delivery of the completed apparatus to the Purchaser. Any unauthorized alterations or modifications to the body will void this warranty.

## **PAINT WARRANTY, FIVE (5) YEAR**

The finish paint as used on the proposed apparatus will be warranted against defects in materials and workmanship for a prorated period of five (5) years, effective upon final payment in full by the Purchaser, and pick up or delivery of the completed apparatus to the Purchaser. Any unauthorized alterations or modifications to the apparatus will void this warranty.



# FOUTS BROS. NPP Contract # PS20225

## **APPARATUS ELECTRICAL WARRANTY, TWO YEARS**

The apparatus electrical system as detailed herein will have an electrical warranty against defects in materials and workmanship for a period of two (2) years, effective upon final payment in full by the Purchaser, and pick up or delivery of the completed apparatus to the Purchaser. Any unauthorized alterations or modifications to the electrical system will void this warranty.

## **COMPLIANCE**

The fire apparatus will be built to the purchaser's requirements in compliance to all State, Local, and Federal highway safety requirements.

## **CAB SAFETY SIGNS**

The following safety signs will be provided in the cab:

- One (1) FAMA 10 sign will be visible to the driver. "Flying Object Crash Hazard. All equipment required to be used in emergency response must be securely fastened. Loose items may injure or kill during a crash."
- One (1) FAMA 07 sign will be visible from each seat. "Crash Hazard. Occupants must be seated and belted when vehicle is in motion. Use only OEM approved belts. Unbelted occupants
- One (1) FAMA 15 sign will be visible from each seat. "Crash Hazard. Do not wear helmet while seated. Serious head or neck injury may result from helmet use in cab. Failure to comply may injure kill."
- One (1) FAMA 17 sign will be visible to the driver. "Backing Hazard. Ensure that personnel are clear before driving in reverse. Always use a spotter when backing. Failure to comply may injure or kill."
- One (1) FAMA 42 sign will be inside of the driver door. "Sirens produce loud sounds that may damage hearing. Roll up windows. Wear hearing protection. Use only for emergency response. Avoid exposure to siren sound outside of vehicle."
- "Do Not Move Apparatus When Light Is On" sign adjacent to the warning light indicating a hazard if the apparatus is moved (as described in subsequent section).

## **"NO RIDE" LABEL**



# FOUTS BROS. NPP Contract # PS20225

A label will be located on the vehicle at the rear step areas, and at any cross walkways, if they exist. The label(s) will warn personnel that riding in or on these areas while the vehicle is in motion is prohibited.

## **FINAL INSPECTION TRAVEL PROVISION**

A provision has been made in the price for all airfare, meals and lodging for three (3) fire department personnel

## **CHASSIS PROVIDER**

The chassis, as detailed in these specifications, shall be ordered, and supplied by the apparatus manufacturer.

## **CHASSIS**

One (1) new FORD F-450 rear axle drive 4x4, dual rear wheels (DRW), four (4) door crew cab and chassis with XL trim.

Wheelbase: 179.70"  
Cab to Axle: 60.00"

## **POWERTRAIN**

Powerstroke 6.7L V-8 OHV direct diesel injection 32 valve intercooled turbo diesel engine.

Rated Brake Horsepower: 300 HP @ 2800 RPM

Rated Torque: 660 lb.-ft. @ 1,600 rpm

Stationary Elevated Idle Control, SEIC

Exhaust System: horizontally mounted, discharge on right side aft of wheels

## **TRANSMISSION**

TorqShift 10-speed automatic with selectable drive modes.

## **FIRE/ RESCUE PREP PKG w/EPA SPECIAL EMISSIONS (LPO)**

Includes 7,000 lbs. max front springs/GAWR rating for configuration selected. Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer. Ford urges Fire/Rescue Vehicle manufacturers to follow the



# FOUTS BROS. NPP Contract # PS20225

recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builders Layout Book (and pertinent supplements). NOTE 1: Stationary Elevated Idle Control (SEIC) has been integrated into the engine control module. NOTE 2: Engine calibration significantly reduces the possibility of depowering mode when in stationary PTO operation. NOTE 3: Operator commanded regen allowed down to 30% of DPF filter full, instead of 100%. NOTE 4: Must meet the definition of an Emergency Vehicle, an Ambulance or Fire Truck per 40 CFR 86.1803.01 in the Federal Register. NOTE 5: California Code of Regulations allows for the sale of Federally certified emergency vehicles in California.

Includes:

- Dual Extra Heavy-Duty Alternators (Total 377-Amps)
- Operator Commanded Regeneration (OCR) Includes active regeneration inhibit.

## MANUAL REGENERATION

A push button switch on the dash to initiate manual DPF regeneration.

Fuel Tank: 40 gallon aft-axle with auxiliary fuel tap, to provide fuel to an auxiliary truck body mounted diesel engine (if applicable).

## REAR AXLE RATIO

The ratio of the rear axle shall be 4.10 limited slip.

Tires and Wheels: F450/ 550 (4x4)

## WHEELS

Six (6), 10-hole Disc, 19.50" x 6.00" RW  
Forged Polished Aluminum

## FORD SUPERDUTY WARRANTY

Description	Months/Distance
Basic.....	36 month/36,000 miles
Powertrain.....	60 month/60,000 miles
Corrosion Perforation.....	60 month/unlimited mileage
Roadside Assistance .....	60 month/60,000 miles
Diesel Engine .....	60 month/100,000 miles

## CHASSIS PAINT COLOR

The cab shall be painted a single color by the chassis manufacturer.



# FOUTS BROS. NPP Contract # PS20225

**Color:** Ford Race Red

**Paint Number:** PQ

## CHASSIS MODIFICATIONS

The following modifications and installations shall be performed on the chassis upon delivery to the apparatus manufacturer:

### STEP BARS

One (1) set of polished stainless steel step bars will be mounted to each side of the chassis. There will be a slip resistant step pad located below each chassis door.

### 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.

### TOWING HITCH RECEIVER

A trailer towing hitch receiver with safety chain anchors shall be installed at the rear of the apparatus.

The hitch receiver shall be constructed of heavy steel tubing and reinforced to the apparatus framework. The hitch receiver shall have a Class V rating of 16,000 pounds towing and 1,600 pounds tongue weight when used with a weight distributing hitch assembly.

The receiver shall accept a 2.50" hitch.

One (1) 7-prong connector with a weatherproof cover shall be supplied and mounted near the rear receiver tube.

### CHASSIS TOW HOOKS



# FOUTS BROS. NPP Contract # PS20225

The front tow hooks will be provided as detailed in the chassis specifications.

## **TOW HOOKS – REAR**

Two (2) heavy-duty cast-iron tow hooks will be installed at the rear of the body above the rear step. The tow hooks will be installed, one (1) on each side, bolted to the chassis frame rails.

## **REAR MUD FLAPS**

A pair of black rubber mud flaps, with the Manufacturer's logo, will be provided and installed behind the rear wheels.

## **CENTER CONSOLE**

A center console fabricated from aluminum shall be furnished and shall be located between the driver and officer's seats.

The forward area of the console shall have a mounting surface for emergency lighting switch panels and/or electronic siren control boxes within reach of the driver or officer.

## **ROCKER SWITCH PANEL**

A rocker type switch panel with a "Master Switch" and individual switches will be installed to provide the ability to de-activate individual lighting units, should the driver/officer require it. This panel will be lettered and lighted and conveniently mounted in the cab.

## **SWITCH PANEL LOCATION**

The switch panel shall be located on the center console.

## **ARMRESTS**

Two (2) padded, adjustable armrests will be provided and installed on the console.

## **SEATING MODIFICATION**

The center portion of the 40/20/40 split bench seat will be removed to accommodate the installation of the specified console.

## **BATTERY SYSTEM**



# FOUTS BROS. NPP Contract # PS20225

The battery system will be supplied with the chassis.

## **MASTER BODY DISCONNECT SWITCH**

A master body disconnect on/off switch will be provided in the cab, near the driver's door. The switch will disconnect the power to the apparatus body when the ignition switch is in the off position.

One (1) reset breaker will be installed between the solenoid output and any electrical load.

One (1) indicator light will be provided to indicate the apparatus 12-volt system is on. The light will be in the chassis cab and be visible from the driver's positions. The light will be green in color and labeled "Master Battery".

## **BACK-UP ALARM**

One (1) 97 DB back up alarm will be provided and installed at the rear of the unit. It will be wired to activate when the transmission is placed in reverse.

## **KENWOOD RADIO PACKAGE**

A dual Kenwood Radio system shall be supplied and installed. The details of the radio are shown on Exhibit A.

## **INTERCOM**

A Sigtronics dual radio, 4-Position intercom shall be provided and installed.

## **FIRE BODY & RELATED COMPONENTS**

### **OVERALL DIMENSIONS**

The body will be 111.00" Long x 57.00" high with fender well positioned for a 60.00" cab-to-axle dual rear wheel chassis.

## **BODY**

The body shall be constructed from minimum 14-gauge Jet Kote Galvannealed steel or equal. The minimum acceptable grade of material shall be ASTM A653 A60. Body builder shall provide proof of material purchase and certifications before any sheet metal work can begin.

## **COMPARTMENT CONFIGURATION**



# FOUTS BROS. NPP Contract # PS20225

There will be a total of six (7) flush floor body side compartments; three (3) on the curb side and four (4) on the street side. Each side comprised of a front vertical and rear vertical compartment, separated by a horizontal center compartment, over the wheel well.

A rear access closed top cargo compartment will run the length of the body, between the side compartments.

## **FENDER PANELS**

A single piece wheel well panel made of .125" aluminum will be installed with no sharp edges to cut or damage cleaning equipment used in the wheel well area. The wheel well design will provide for maximum wheel jounce and for use of tire chains without contacting the fender panel.

## **TREADPLATE AND TRIM**

All aluminum diamond plate overlays will be 3003-H14 bright aluminum.

## **REAR WHEELWELL LINERS**

The rear wheel-wells will be equipped with replaceable circular liners to prevent road debris damage to adjacent side compartments. The liners will be made from a single circular panel of .090" smooth aluminum and will be the full depth of the side compartments. They will be bolted in place and will feature end flange bottom drains.

## **COMPARTMENT VENTS**

Each body side compartment will be properly vented in a manner that will minimize the possibility of moisture and road dirt entering the compartment. Venting will be to atmosphere for front and rear side compartments. The center wheel well compartments will be vented to the front and rear compartments.

## **ADJUSTABLE SHELVING TRACKS**

All side body compartments be furnished with adjustable shelving track installed. The shelving track will include a minimum of four (4) Unistrut style channel tracks, mounted vertically on compartment side walls or vertical partitions. There will be one (1) formed aluminum shelf angle bracket per shelving track to mount each shelf, tray, or adjustable storage module. Shelving hardware will be heavy-duty commercial quality, providing unlimited vertical position adjustments.

## **ADJUSTABLE TRAYS**



# FOUTS BROS. NPP Contract # PS20225

Adjustable trays will be installed as directed by the purchaser. Trays will be made of .188" smooth aluminum with a 1.00 to 2.00" (Customer Specified) high perimeter retaining lip with welded corners. Trays will have a rated capacity of 300-lbs. and will be supported by a minimum of two (2) heavy-duty shelf brackets. Trays will have a maintenance free mill finish.

## **BODY FRONT WALL OVERLAY**

There will be .125" polished aluminum diamond plate provided for the entire front of the body to protect the paint from road debris and paint chipping.

## **COMPARTMENT TOP PROTECTION**

There will be .125" embossed aluminum diamond overlays provided for the apparatus side compartment tops. The compartment top overlays will incorporate outer edges formed down at an angle to provide a drip eave above the compartment doors. Inner edges will be formed up, providing a scuff flange for the side panels.

## **REAR BODY FENDERETTES**

Polished Aluminum fenderette will be installed around the outboard edge of the rear wheel well openings to protect the body sides from road debris. They will be bolted to the body and will be replaceable.

## **BODY SIDE RUB RAILS**

Replaceable extruded aluminum channel rub rails, 2.00" high x 1.00" deep x 0.125" wall, will be provided below the lower side compartments. Each rub rail will have a black rubber bumper strip and mounting stand-off spacers. All rub rail ends will be angle cut, back toward the body to eliminate the possibility of snagging crew clothing or equipment.

## **HINGED DOORS**

All compartment doors will be double panel- type with a minimum 14-gauge Jet Kote Galvannealed steel or equal outer panel and a minimum 20-gauge 304 stainless steel with a #4 brush finish inner panel.

## **COMPARTMENT DOORS**

All compartment doors will be double panel- type with a minimum 14-gauge Jet Kote Galvannealed steel or equal outer panel and a minimum 20-gauge 304 stainless steel with a #4 brush finish inner panel.

## **DOOR LOCKS**



# FOUTS BROS. NPP Contract # PS20225

All compartment doors will have Austin # EG2-SQFL-UCC-1250 or equal, series chrome plated flush-type large D-ring door lock handles with Austin # AH-105-6x-36 ZN 1/4 36" rods or equal. The D-ring handle lock cylinders will be keyed alike on all bodies to FD compartment key code #1250. The D-ring handle lock cylinder covers will be removed from all handles for easy access. Provide a 2- point latch system with rods and rod guides assemblies installed in the door opening, mounted in alignment with the rods.

All side compartment doors will utilize an electric release locking system. Compartment interior depth intrusion will be minimal. Electric releases will be controlled via a single momentary pushbutton switch in the vehicle cab (FD to approve mounting location). A guard will be provided around the switch to prevent accidental activation.

All locks will have a keyed manual lock override which will be keyed alike 1250 key code.

## **COMPARTMENT LIGHT(S)**

All compartments will be equipped with an OnScene Solutions "Nightstick" or equal LED strip lamp and a Cole Hersee #9118 or equal momentary, double pole switch that will turn the light on when the door is open and off when the door is closed. The wiring for these compartments will be so arranged that only the light of an open compartment will turn on. The switches and wiring will be protected with insulated covers to prevent any items in the compartments from grounding the circuit

The lights will be arranged:

- Comp "L1, L4 & R2" – One (1) 45" vertically mounted aft
- Comp "L2 & R1" – One (1) 36" horizontally mounted
- Comp "L3" – One (1) 36" vertically mounted aft
- Comp "R3" – One (1) 54" horizontally mounted.

## **LEFT SIDE COMPARTMENT IN FRONT OF REAR WHEELS, L1**

There will be one (1) full height compartment ahead of the rear wheels. will have a transverse area into the enclosed void just forward of the rear "Equipment/Stokes Stretcher Compartment.

The compartment will be approximately 21" wide x 40" high x 32" deep.

The compartment will have a Galvannealed steel panel door with a brush finish on the inside.

All compartment doors will be double panel- type with a minimum 14-gauge Jet Kote Galvannealed steel or equal outer panel and a minimum 20-gauge 304 stainless steel with a #4 brush finish inner panel.



# FOUTS BROS. NPP Contract # PS20225

## **LEFT SIDE ABOVE WHEEL COMPARTMENT, L2**

There will be one (1) standard height compartment above of the rear wheels.

There will be a vent in both the left and right rear floor area of compartment to dissipate petroleum product vapors from gas powered equipment stored within.

Compartment Opening will be approximately 39" wide x 18.50" high.

The compartment will have a Galvannealed steel panel door with a brush finish on the inside.

All compartment doors will be double panel- type with a minimum 14-gauge Jet Kote Galvannealed steel or equal outer panel and a minimum 20-gauge 304 stainless steel with a #4 brush finish inner panel.

## **LEFT SIDE COMPARTMENT BEHIND REAR WHEELS, L3**

There will be one (1) full height compartment behind of the rear wheels.

There will be 7/8" Uni-strut or equal for adjustable shelves.

The compartment will have two (2) full depth and width aluminum slide-out trays, with a 2-1/2" upward break on all four (4) sides. The trays will be maximum width and depth as allowed by door opening and compartment depth.

The Lower tray to be mounted on a 3" (maximum height) Slide Master or equal slide. The tray will extend out 100% of the compartment's depth, locking in both the extended and stowed positions. The trays will be capable of supporting a minimum of 250 lbs.

The Upper tray to be adjustable and side mounted on Accuride or equal slides. The tray will extend out 100% of the compartment's depth, locking in both the extended and stowed positions. The trays will be capable of supporting a minimum of 250 lbs.

There will be Removable panel will be installed in the lower rear compartment wall to gain access to the chassis rear spring hanger bolts for inspection and or field repair.

The Compartment Clear Opening will be approximately 26.50" wide x 38"high.

## **L4 UPPER COMPARTMENT**

There will be a long tool compartment above Compartment L3 and L4. The compartment will have two (2) 40-45 psi. gas shocks will be capable of supporting the lift-up door at approximately 110-degree angle. The gas shocks will be approximately



# FOUTS BROS. NPP Contract # PS20225

17" long, center to center. There will be a hat section bracket on left and right wall, a minimum of 2" above the compartment floor, and install gas shock ball stud on each bracket. The hat section will not extend into the clear opening of the compartment.

Compartment Clear Opening will be approximately 69" wide x 8" high.

## **ADJUSTABLE SHELF**

There will be One (1) adjustable shelf located in the compartment.

## **RIGHT SIDE COMPARTMENT IN FRONT OF REAR WHEELS, R1**

R1 compartment will have vertically hinged full height double doors.

The compartment will be divided into four (4) sections, lower storage and mid storage, upper storage.

Lower storage area will have a minimum usable space approximately 16" high x 32" wide.

Mid storage area will have a minimum usable space approximately 18" high x 15.5" wide.

Upper storage area will have a minimum usable space approximately 17.5" x 32" wide.

Compartment Clear Opening will be approximately 32" wide x 51" high minimum.

The compartment will have a Galvannealed steel panel door with a brush finish on the inside.

## **RIGHT SIDE ABOVE WHEEL COMPARTMENT, R2**

R2 over wheel well compartment with vertically hinged double doors.

There will be an adjustable 24" deep shelf in the compartment. Uni-strut or equal will be used to secure shelf. This shelf will have a 2 1/2" fold down lip with two (2) heavy-duty sliding barrel bolt type locks to secure it in the closed position.

- **Shelf height will be determined by the CFD.**

The compartment will have a sweep out floor design.

Compartment Clear Opening approximately 39" wide x 31.50" high minimum.

The compartment will have a Galvannealed steel panel door with a brush finish on the inside.



# FOUTS BROS. NPP Contract # PS20225

## **RIGHT SIDE COMPARTMENT BEHIND REAR WHEELS, R3**

R3 will be a rear compartment with vertically hinged single door.

Compartment will have .125 aluminum paramedic drawers. The drawers will slide in tracks with plastic glides.

- o Top Drawer approximately – 6” high x 27” deep
- o Second Drawer approximately – 6” high x 27” deep
- o Third Drawer approximately – 6” high x 27” deep
- o Forth Drawer approximately – 6” high x 27” deep
- o Fifth Drawer approximately – 8” high x 17” deep
- o Sixth Drawer approximately – 8” high x 17” deep

Each drawer will have a single heavy- duty sliding barrel bolt type lock to individually secure it in the closed position. Each drawer will have two (2) heavy- duty sliding barrel bolt type locks to prohibit the drawer from being removed from the cabinet without being unlocked.

Install two (2) .125 aluminum stationary dividers in “B, C, D and E” drawers. Dividers will be positioned to form three equal sections. No dividers in the top drawer or sixth drawer.

“L-shape” dividers in each “B, C and D” drawer. Dividers will be 5.75” x 3”.

Six (6) .125 aluminum removable L-shape” dividers in the “E” drawer. Dividers will be 7.75” x 4”.

All corners, dividers, and weld splatter will be sanded to remove sharp edges as to facilitate storage of sterile supplies.

There will be a removable panel will be installed in the lower rear compartment wall to gain access to the chassis rear spring hanger bolts for inspection and or field repair.

Compartment Clear Opening will be approximately 25” wide x 51” high minimum.

The compartment will have a Galvannealed steel panel door with a brush finish on the inside.

## **R4 UPPER COMPARTMENT**

R4 compartment with vertically hinged double doors.



# FOUTS BROS. NPP Contract # PS20225

Cast Products or equal "Door Grabbers" will be utilized to keep the doors secured in the open position. Backing plates will be provided to prevent body oil-canning when the doors are pulled away from the grabbers.

This compartment will be the "Stokes / Rear Storage Compartment."

The upper section of this compartment will serve as storage for the Fire Department supplied Stokes Basket. A fixed shelf will be installed in this area to allow for a minimum of 9.75" of storage height. The fixed shelf will be set back from the door opening no less than 6" to allow for ease in loading and unloading. The forward bulkhead in the compartment will be approximately 90" from the opening.

The lower section of the compartment will be provided with one (1) full depth and width aluminum slide-out tray, 86" X 31 1/4", with a 19.5" upward break on the left side. Tray to be mounted on 3" maximum height Slide Master or equal slides. The tray will extend out approximately 100% of the compartment's depth, locking in both the extended and stowed positions. The tray will be capable of supporting a minimum of 1000 lbs.

The floor of this compartment will be reinforced to prevent "oil-canning" of the floor when the tray is fully extended.

Compartment Clear Opening approximately 30" wide x 40" high minimum.

## **TRANSVERSE COMPARTMENT**

There will be a transverse area located in between compartments L1 and R1.

## **REAR BODY CONFIGURATION, ENCLOSED**

The cargo area of the apparatus body will be completely enclosed and covered with diamond plate aluminum.

## **FUEL FILL W/ ACCESS DOOR**

One (1) Cast Products aluminum fuel fill with a hinged access door will be installed in the left-hand side wheel well rear of the axle. It will be labeled "Ultra Low Sulfur Diesel Fuel Only".

## **DEISEL EXHAUST FLUID FILL**

The diesel exhaust fluid fill will be located in between the body and the chassis on the left-hand side. It will be labeled "Diesel Exhaust Fluid Only".

## **FOLDING STEPS- LH SIDE REAR OF BODY**



# FOUTS BROS. NPP Contract # PS20225

Two (2) Cast Products model SP6610-1CH-CPI large folding steps, made of high strength die cast aluminum, with a textured chrome plate finish, minimum of 42 in<sup>2</sup> surface, conforming to NFPA-1901/ 1906 requirements, will be provided on the left-hand side rear of the body. The exact number of steps provided may vary depending upon body configuration and options.

## **STEP LIGHTS**

There will be (2) LED lights incorporated into the folding step assembly. One (1) above the stepping surface, and one (1) below the step assembly.

The light(s) will be wired to activate with the parking brake.

## **FOLDING STEPS- RH SIDE REAR OF BODY**

Two (2) Cast Products model SP6610-1CH-CPI large folding steps, made of high strength die cast aluminum, with a textured chrome plate finish, minimum of 42 in<sup>2</sup> surface, conforming to NFPA-1901/ 1906 requirements, will be provided on the right-hand side rear of the body. The exact number of steps provided may vary depending upon body configuration and options.

## **STEP LIGHTS**

There will be (2) LED lights incorporated into the folding step assembly. One (1) above the stepping surface, and one (1) below the step assembly.

The light(s) will be wired to activate with the parking brake.

## **SCBA BOTTLE COMPARTMENTS**

Three (3) SCBA bottle compartments will be installed in the wheel well area of the body. One (1) will be installed on the left-hand side, and two (2) on the right-hand side. Each will have a Cast Products door assembly. Each compartment will allow the storage of an SCBA cylinder up to 8" in diameter x 24" deep.

## **SCBA WALKAWAY BRACKETS**

Two (2) Zico Walkaway model # SC-50-H-5-SFPHSmounting brackets shall be provided and installed in the compartment. They shall be vinyl coated quick-release tank clips, designed to accommodate the departments SCBA's. A safety restraint strap will be installed on each bracket.

SCBA brand and tank size shall be supplied by the department.

## **REAR PLATFORM STEP**



# FOUTS BROS. NPP Contract # PS20225

A modular bolt-on rear platform step made of .188" embossed aluminum Tread Brite will be installed on the rear of the apparatus to provide a full width step area with sufficient support to prevent deflection when in use by several crew members. The outside edges of the rear platform will be flush with the side body rub rails to maintain a uniform appearance. The step will protrude 10.00" back from the rear of the body and will be spaced away from the body to allow water run-off.

## **REAR STEP RISER**

A full width, one-piece aluminum treadplate step riser will overlay the area at the rear of the body, between the lower edge of the cargo area floor and the top of the rear step.

## **EXTERIOR GRAB RAILS**

Each grab rail will be non-slip, 1.25" diameter extruded polished aluminum grab rails with rubber inserts designed to provide maximum gripping ability, strength, and durability. The rails will comply with NFPA 1901-2009.

## **GRAB RAILS, REAR STEP, VERTICAL**

Two (2) extruded aluminum non-slip grab rails, approximately 24.00" in length, will be provided and vertically mounted on the rear of the apparatus, one (1) on each side of the body.

## **12 VOLT ELECTRICAL SYSTEM**

The truck shall have a 12-Volt electrical system. All wiring will be run in convoluted high temperature plastic loom. The wiring shall be color-coded, numbered, and function imprinted for permanent identification. All wiring devices shall be rated to carry 125% of the maximum ampere load for which the circuit is protected. All added electrical equipment shall be served by circuits separate and distinct from the chassis circuits. All solenoids, relays, and terminal blocks will be located in an easily accessible area. All circuits provided shall have properly rated low voltage over current protective devices. All electrical will be accordance with modern automotive wiring standards. All under side terminal junctions shall be fully enclosed in sealed plastic **weatherproof** boxes. Sixteen (16) gauge or smaller conductors shall not be used. All circuits shall be protected by Cole Hersee automatic reset-type circuit breakers.

All body electrical grounding shall be secured using screws to a clean unpainted surface. The use of rivets for grounding or light mounting are not acceptable

## **ELECTRICAL SYSTEM (CHASSIS OEM)**



# FOUTS BROS. NPP Contract # PS20225

The commercial chassis electrical system shall be furnished and installed by the chassis manufacturer and shall not be altered in any way so as to void or diminish the manufacturer's warranty responsibilities. Body builder wiring interface harnesses shall be specific to the chassis being utilized and the apparatus specifications with all such harnesses, circuits and connections being documented by the body builder and made part of the electrical schematics provided with the completed apparatus.

## **ELECTROMAGNETIC INTERFERENCE PROTECTION**

The apparatus shall incorporate modern electrical system design, installation procedures, grounding techniques and wave generating components to provide the highest level of protection against electromagnetic (EMI) and radio wave frequency (RFI) interferences.

The apparatus shall be designed to operate and correctly function in congested municipal environments as well as industrial or concentrated commercial scenes without adverse effects from either EMI or RFI. Communications equipment installed after the apparatus is delivered shall be immediately tested by the installer for reception and transmission signal quality.

## **FUSE BLOCK**

Six (6) Blue Sea model 5025B Fuse Blocks shall be provided and installed, one each in Compartments A, B, C, D, E, F.

## **CHASSIS GROUND LIGHTS**

Four (4) LED ground lights with outward facing angle brackets will be installed, one (1) under each chassis door.

## **FRONT OF BODY GROUND LIGHTS**

Two (2) LED ground lights with outward facing angle brackets will be installed under the front of the body. One (1) light will be located on the driver side and one (1) light will be located on the officer side of the apparatus.

## **REAR STEP GROUND LIGHTS**

Two (2) LED ground lights with outward facing angle brackets will be installed under the rear step of the apparatus, one (1) each side.

## **GROUND LIGHT SWITCHING**

The cab and body ground lights will activate by engaging the parking brake.



# FOUTS BROS. NPP Contract # PS20225

## HAZARD LIGHT

One (1) Whelen model 0SR00FCR flashing red LED light, located in the driving compartment, the light will be illuminated automatically whenever any compartment door is ajar.

The hazard light will be marked with a sign that reads "Do Not Move Apparatus When Light is On".

The warning light will be interlocked to the parking brake and will only alert the driver when the parking brake is released. The light will also be used to signal that other ancillary equipment such as racks light towers etc. are not in their "ready for transport" position.

## REAR DIRECTIONALS

Rear directional lighting will be supplied as follows:

Two (2) Whelen model M6BTT LED brake/taillights will be installed on the rear of the body. Each light will have a red lens.

Two (2) Whelen model M6T Amber LED turn signal lights with a populated arrow will be installed on the rear of the body. Each light will have a color lens.

Two (2) Whelen model M6BUW LED reverse lights will be installed on the rear of the body.

## HOUSINGS FOR DIRECTIONALS

The two (2) sets of Whelen rear signal lights will each be housed in a vertical chrome plated housing, designed to hold four (4) lights each. The lower section of each casting will contain the rear lower warning lights as described in the emergency lighting specifications.

## DOT MARKER LIGHTS AND REFLECTORS

LED marker lights will be installed on the vehicle in conformance to the Department of Transportation requirements. All marker lights will be incorporated into the headlight circuit of the cab/chassis.

## MARKER LIGHTS

LED marker lights will be installed on the vehicle in conformance to the Department of Transportation requirements. The side and rear of the body will be provided with



# FOUTS BROS. NPP Contract # PS20225

reflectors. All marker lights will be incorporated into the headlight circuit of the cab/chassis

Two (2) amber reflectors will be provided on the apparatus body lower side, as far forward and low as practical, one (1) each side if the apparatus is 30 feet long or longer.

Four (4) red reflectors will be provided on the apparatus rear, one (1) each side and two (2) on the rear.

## **LICENSE PLATE LIGHT**

A license plate bracket with LED light will be provided and installed on the rear of the body. It will be wired to come on with the headlights.

## **UPPER REAR SCENE LIGHTS**

One (1) pair of Whelen model 6SC0ENZR LED scene lights will be installed, one (1) each side on the upper rear of the apparatus body.

The light(s) will be supplied and installed with a chrome bezel.

## **SCENE LIGHT ACTIVATION**

The scene lights will be activated by a switch located in the cab. Each side will be activated separately.

## **LED TELESCOPIC BOTTOM RAISE FLOODLIGHTS**

Two (2) Whelen LED model PCH2P telescopic lights will be installed. The light pole will be anodized aluminum and have a knurled twist lock mechanism to secure the extension pole in position. The extension pole will rotate 360 degrees. The outer pole will qualify as an NFPA compliant handrail.

The light will be controlled in the cab by making use the factory supplied "Upfitter Switches".

Location of lights will be: One (1) on each side of the body

## **REAR VISION SYSTEM**

One (1) Pro-Vision TV-675A backup camera system will be provided. There will be (1) camera located at the rear of the apparatus as close to the centerline as possible. The camera will be capable of viewing the entire area not visible in the side view mirrors. The camera will have a 7.00" color display mounted in view of the driver. The system will include audio transmission from the camera.



# FOUTS BROS. NPP Contract # PS20225

The rear vision camera will be wired to automatically activate when the chassis transmission is placed in reverse.

The monitor for the rear vision system will be mounted in place of the rear-view mirror.

## **REAR SENSOR**

ECHOMASTER reverse sensing system, with 24' cable and Duel Senso Kit shall be provided.

## **NFPA AUDIBLE AND LIGHTING WARNING PACKAGE**

The following warning light package will include all the minimum warning light and actuation requirements for the current revision of the NFPA 1901/ 1906. The lighting as specified will meet the requirements for both "Clearing Right of Way" and "Blocking Right of Way" which includes disabling all white warning lights when the apparatus is in "Blocking Right of Way" mode.

## **LIGHTBAR**

One (1) WHELEN Liberty 54" LED Light Bar shall be installed.

## **LIGHT BAR ACTUATION**

The light bar will be controlled by a switch in the cab.

## **OPTICOM**

An Opticom IR Traffic emitter model 794H shall be provided and installed in the lightbar.

## **UPPER REAR WARNING/ PERIMETER LIGHTS**

Four (4) Whelen M6 model M6V2, combination 180° warning/perimeter light shall be provided, two (2) red and two (2) amber lenses with chrome bezels. The lights shall be mounted in the upper corner of the body with the Red LED mounted above the Amber LED. The light activation wiring shall terminate at the junction block. The warning lights shall be mounted on the rear bulkhead of the body, one (1) each on the right and left side. The location shall be approved by the FD.

## **LOWER FRONT WARNING LIGHTS**

Two (2) Whelen M2 series, Red LED warning lights with chrome flanges shall be provided. The light activation wiring shall terminate on the cab floor under the center of the dashboard and shall have adequate length for the FD to connect it to a dash



# FOUTS BROS. NPP Contract # PS20225

mounted emergency light control unit. The warning lights shall be mounted one (1) each on the right and left side front grille. The location shall be approved by the FD.

Two (2) Whelen M2 series, White LED warning lights with chrome flanges shall be provided. The light activation wiring shall terminate on the cab floor under the center of the dashboard and shall have adequate length for the FD to connect it to a dash mounted emergency light control unit. The warning lights shall be mounted one (1) each on the right and left side front grille. The location shall be approved by the FD.

## **LOWER INTERSECTION WARNING LIGHTS**

Two (2) Whelen M2 series, Red LED warning lights with chrome flange shall be provided. The light activation wiring shall terminate on the cab floor under the center of the dashboard and shall have adequate length for the FD to connect it to a dash mounted emergency light control unit. The warning lights shall be mounted one (1) each on the right and left side of the front fenders of cab and chassis. The location shall be approved by the FD.

## **LOWER MID-BODY WARNING LIGHTS**

Whelen M2 series or equal, LED warning lights shall be provided. Each light shall have Red LED with Clear lens and chrome bezels. The light activation wiring shall terminate at the junction block. The warning lights shall be mounted one (1) each on the right and left side of the rescue body, in lower body skirting forward of the rear axle. The location shall be approved by the FD.

## **ELECTRIC SIREN AND CONTROL**

One (1) Whelen model #295SLSA1 electronic siren will be mounted in the cab. This unit will feature an electronic air horn, wail, yelp, hi-lo and will have a hard-wired PA microphone.

## **ELECTRONIC SIREN SPEAKER**

One (1) Whelen model SA315P 100-watt speaker will be provided. The speaker will produce a minimum sound output of 120 dB at 10 feet to meet current NFPA 1901/1906 requirements.

The speaker will be located on the right-hand side of the bumper.

## **BODY PAINT PROCESS**

All bright metal fittings, if unavailable in stainless steel will be heavily chrome plated. Iron fittings will be copper plated prior to chrome plating.



# FOUTS BROS. NPP Contract # PS20225

All seams will be caulked both inside and along the exterior edges with a urethane automotive sealant to prevent moisture from entering between anybody panel.

The body and all parts will be thoroughly washed with a grease cutting solvent (PPG DX330) prior to any sanding. After the body has been sanded and the weld marks and minor imperfections are filled and sanded, the body will be washed again with (PPG DX330) to remove any contaminants on the surface.

The first coating to be applied is a pre-treat self-etching primer (PPG DX1787) (1.5 to 1.8 dry film build) for maximum adhesion to the body material. The next two to four coats (depending on need) will be an acrylic urethane primer surfacer (PPG K36). The film build will be 4-6 mils when dry. The primer surfacer coat, after appropriate dry time, will be sanded with 320-600 grit sandpaper to ensure maximum gloss of the paint. The last step is the application of at least three coats of PPG Delfleet polyurethane two-component color (single stage). The film build being 2-3 mils dry. The single stage polyurethane, when mixed F3270 catalyst (PPG F3260) will provide a UV barrier to prevent fading and chalking.

All products and technicians are certified by PPG every two (2) years.

## **CHASSIS PAINT**

The chassis will be painted by the OEM Chassis Manufacturer.

## **PRIMING**

All surfaces to be painted will be primed with three (3) parts PPG F3993 Primer mixed with one (1) PPG F3996 Primer Hardener, and a half (.5) part PPG Thinner F3320.

Two (2) applications of primer will be applied. The first application will be four (4) coats and the second application will be three (3) coats.

A final application of sealer will be applied using Primer Filler.

## **PAINT FINISH**

The body will be painted with a PPG Delfleet Evolution Paint System.

As part of the curing process the painted body will go through a baking process. The painted components will be baked at 185 degrees for 3 hours to achieve a complete coating cure on the finished product.

After bake and ample cool down time, the coated surface will be sanded using 3M 1000, 1200, and or 1500 grit sandpaper to remove surface defects. In the final step, the



# FOUTS BROS. NPP Contract # PS20225

surface will be buffed with 3M Super-duty compound to add extra shine to coated surface. No more than .5 mil will be removed in this process.

All products and technicians will be certified by PPG every two (2) years.

## **SIDE COMPARTMENT FINISH, ZOLATONE**

The apparatus side compartment interiors are to be coated with Zolatone, a polychromatic, modified nitrocellulose coating with a flat background color with accenting fleck colors. The compartments will be cleaned with a grease remover, and then the surface sanded and prepared for painting. The Zolatone finish is washed and waxed like paint and is resistant to man solvents and wear.

## **PAINT COLOR**

The apparatus body paint will be "cross referenced" from the chassis paint and will be painted to match the main chassis color as close as possible.

## **CHEVRON STRIPING**

At least 50% of the rear of the unit will be covered with red and yellow alternating 6" stripe in an inverted Chevron pattern.

## **LOOSE EQUIPMENT**

The following items will be provided and shipped loose with the completed apparatus at the time of delivery:

## **EQUIPMENT:**

There will be one (1) ECHOMASTER EMPV7B reverse sensing system, with 24' cable and one (1) EMSP7B additional two (2) sensor kit.

One (1) Blue Sea model P12, 12-volt/110-volt battery charger installed. Mounting Location **TBD**.

One (1) Zerostart 8608032 receptacle with 8608814 power cord will be installed on the rear of the vehicle and wired to the battery charger.

One (1) Viair 12V Compressor System installed for air horn operations with the following components:

- 1) 45050 – Compressor
- 2) 91025 – Tank
- 3) 90111 - Pressure Switch with Relay
- 4) 90007 - Relocation Kit 5) 95901 - Mounting Bracket



# FOUTS BROS. NPP Contract # PS20225

One (1) Grover or equal Air Horn System installed with the following components:

- 1) 1600 - Air Horn
- 2) 1132-12V - Air Solenoid

One (1) Wilkerson air regulator model # R03-01-000, installed.





# Quote

Date	Quote #
6/28/2021	4109

## Bill To:

Republic Fire Equipment  
25802 Victoria Blvd  
Suite 102  
Dana Point Ca 92624

## Ship To:

City of Corona Fire

P.O. No.	Terms	FOB	Rep	Project	Make / Model / Year
	Net 30	Perris, Ca	GJ		Squad
Qty	Item	Description	Each	Total	
1.00	BS 5029B	Blue Sea Fuse Block STBlade 12circ w/cvr	32.07	32.07T	
1.00	BS 5028B	Blue Sea Fuse Block STBlade 6circ w/cvr	25.08	25.08T	
1.00	BS 9012B	Blue Sea L-Series Solenoid Switch with Coil Economizer 12/24V DC	167.85	167.85T	
1.00	BS 7189B	Bussman 285 Series Surface mount breaker, 150 Amp	35.07	35.07T	
1.00	BS 2301B	Blue Sea BusBar 10 Gang Common Bus	14.35	14.35T	
2.00	PCT MWB-1320	PC Wide band quarterwave antenna with shock spring. Bandwidth- 24 MHz VHF/ 100 MHz UHF.	42.52	85.04T	
6.00	Laird MB8U	Laird 3/4" Brass Mt, No Conn.	21.14	126.84T	
1.00	Laird QW470	Laird 470-490 MHz Unity 1/4 Quarter Wave Antenna	10.97	10.97T	
1.00	Laird QW800	Laird 806-896 MHz Unity 1/4 Quarter Wave Antenna	10.40	10.40T	
2.00	Laird MOGSK	Laird NMO Gasket	0.28	0.56T	
2.00	Laird QWRC	Laird Chrome Rain Cap	8.025	16.05T	
2.00	Troy FP-KENKCH20R	Troy Products 3" faceplate for Kenwood KCH20R	35.00	70.00T	
2.00	Misc parts	volume control for interior speakers	42.00	84.00T	
1.00	GJ 7160-0775	Gamber Johnson Short Clevis Tilt/Swivel Motion Attachment: VESA 75mm & Gamber-Johnson Hole Pattern	79.38	79.38T	
1.00	Lind GE1950-4580	Lind Electronics Getac, 11-16, Bare wire input 36", 72" output wire	124.95	124.95T	
1.00	Lind ASMTL-00332	Bracket for Mounting Lind Rugged Adapters in Vehicles	10.95	10.95T	
1.00	GJ DS-138	Flat, vertical surface vehicle base. Attaches to upper pole. Ideal for mounting communication equipment to engine covers, console	52.65	52.65T	
1.00	GJ 7160-0178	Gamber Johnson 7" Center-Mounted Complete Pole w/ Adjust. Height	63.45	63.45T	
1.00	GJ 7160-0220	Gamber Johnson MONGOOSE - 9" LOCKING SLIDE ARM w/Standard Attachment (CLEVIS 0-90)	236.52	236.52T	
Signature			Subtotal		
			Sales Tax (0.0%)		
			Total		





# Quote

Date	Quote #
6/28/2021	4109

## Bill To:

Republic Fire Equipment  
25802 Victoria Blvd  
Suite 102  
Dana Point Ca 92624

## Ship To:

City of Corona Fire

P.O. No.	Terms	FOB	Rep	Project	Make / Model / Year
	Net 30	Perris, Ca	GJ		Squad
Qty	Item	Description	Each	Total	
1.00	SIG US-45D-LAC	Sigtronics Dual Radio 4 position Intercom System, LA County	952.80	952.80T	
2.00	Ott P3-31611	OTTO P3 Red Momentary Switch	22.50	45.00T	
4.00	Sig SE-8	Sigtronics Behind the head Headset	326.00	1,304.00T	
1.00	Troy FP-SIGUS-67D	Troy Products 2" Faceplate for Sigtronics Ultrasound 45 and 67	35.00	35.00T	
2.00	EFJ VM7730BF-P	Viking VHF Radio EF Johnson VHF, mobile radio, RF deck only. FM analog, P25 conv, P25 Phase 1 trnk 3 yr warr	1,209.60	2,419.20T	
2.00	EFJ KCH-20RV	EF Johnson KCH-20 Single Remote Head	352.80	705.60T	
2.00	Ken KCT-71M2	Kenwood Remote Control Cable (17 feet)	36.29	72.58T	
2.00	Ken KMC-66M	Kenwood MIL-SPEC Standard electret mobile microphone with 12 keypad (8-pin mod. plug)	48.89	97.78T	
2.00	Ken KCT-23M3	Kenwood DC Cable (10-50W Remote mount)	22.47	44.94T	
2.00	Ken KMB-33M	Kenwood Standard Mounting Bracket	7.05	14.10T	
2.00	Ken KES-5A	Kenwood External Speaker (40 Watt)	30.865	61.73T	
2.00	EFJ KRK-17BF	EF Johnson Remote Kit	50.40	100.80T	
2.00	Ken KCT-46	Kenwood Ignition sense cable (plugs directly into mobile chassis ignition sense line)	7.05	14.10T	
2.00	Ken KAP-2	Kenwood Horn Alert/P.A. Relay Option	32.25	64.50T	
2.00	EFJ 8326000008	EF Johnson 2048 Channel Option	151.20	302.40T	
2.00	EFJ 8325000003	EF Johnson GPS Feature	50.40	100.80T	
2.00	EFJ 8324000005	EF Johnson Keypad Programming	151.20	302.40T	
2.00	EFJ 8326000025	EF Johnson Bluetooth	50.40	100.80T	
2.00	EFJ 8326000013	EF Johnson Third Party Interface	64.26	128.52T	
2.00	EFJ 8326000028	EF Johnson Instant Recording	50.40	100.80T	
1.00	Misc parts	Misc battery cable, wire, fuses and hardware	350.00	350.00T	
1.00	Labor	Installation Labor	8,500.00	8,500.00	
Signature			Subtotal		
			Sales Tax (0.0%)		
			Total		





# Quote

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6/28/2021	4109

## Bill To:

Republic Fire Equipment  
25802 Victoria Blvd  
Suite 102  
Dana Point Ca 92624

## Ship To:

City of Corona Fire

P.O. No.	Terms	FOB	Rep	Project	Make / Model / Year
	Net 30	Perris, Ca	GJ		Squad
Qty	Item	Description	Each	Total	
1.00	RAM RAM-GDS-DOCK...	RAM GDS Slide Dock with Drill Down Attachment for IntelliSkin Products  Includes New Viking Radios	127.01	127.01	T
Signature _____				<b>Subtotal</b>	\$17,191.04
				<b>Sales Tax (0.0%)</b>	\$0.00
				<b>Total</b>	\$17,191.04



## **LIMITED WARRANTY**

### **» OVERVIEW**

Warner Bodies provides a limited warranty granted to the product's first purchaser. Warner warrants products to be free from defects in material and workmanship as well as rust-through. "Rust-Through" is defined as corrosion that has caused a hole or perforation through the metal. Note: rusting on outside of paint is not considered rust-through. This warranty extends only when properly installed and maintained. Warner does not warrant purchased OEM parts and accessories. Original OEM parts warranties, if any, will be transferred directly to the customer.

Customers must notify Warner Bodies or authorized distributor immediately and complete Warner's Warranty Claim Form. All repairs must be authorized by Warner in writing prior to any work being performed. Warner reserves the right to inspect item(s) and decide the best way to handle claims, including replacement or repair of warranted item(s).

Warner retains the option to charge customer for replacement parts until they are returned and inspected.



## »» **EXCLUSIONS TO WARRANTY**

- All products not installed by authorized Warner distributor or agent.
- Damage due to accidents, theft, vandalism, abuse or misuse of the product
- Damage from carrying corrosive materials that require special precautions to avoid corrosive conditions
- Any installation and finish painting of replacement items delivered to customers
- Loss of profits, time, savings, capital, or revenue
- All third party claims
- Any testing of bodies prior to sale
- Any corrosion or rust through when an aftermarket bed-liner is applied
- products purchased and used outside the USA and Canada
- parts, components or accessories of a Warner product that were not manufactured by Warner
- Paint or final adjustments of units sold by Warner Bodies in prime (i.e. door rubber, latch adjustments, etc.)
- Any installation of units, equipment or warranty work not performed by Warner Bodies
- Loss from use of equipment, parts, components, or assemblies
- Transportation and freight costs for parts and/or units
- Losses resulting in any express or implied warranties regarding fitness of the product for a particular function or use beyond written literature of specifications of product
- Work deemed by Warner Bodies as unnecessary for sale.

## »» **PRODUCT WARRANTY**

Steel Body – 5 years  
Aluminum Body – 10 years  
Platform Body – 3 years  
Truck Toppers – 3 years  
All Boxes – 3 years  
Ladder Racks – 3 year

## »» **APPLYING FOR WARRANTY**

All warranty claims must be submitted to nearest authorized Warner distributor or contacting Warner's Warranty Department.

Warner distributors can be found on Warner's website at [warnerbodies.com](http://warnerbodies.com)

### **Warranty Department**

E-mail: [warranty@warnerbodies.com](mailto:warranty@warnerbodies.com)

Phone: 765-551-1600





## **» LIMITATIONS OF LIABILITY**

Under no circumstances shall Warner be liable for liquidated, special, indirect, incidental, exemplary, or consequential damages, expenses, or costs, including without limitation, lost profits, howsoever caused and even if the potential of such damages was disclosed and/or known.

Under no circumstances shall Warner's total liability in association with the product exceed the amount of the original proceeds received by Warner binding to any contract of sale of purchase order. Warner will not be liable for any expenses exceeding the original purchase price for all specified products (e.g. any approved warranty to repair paint shall not exceed the original price Warner charged for paint).

Warner warrants its Products only as stated in this Warranty and makes no other warranties, express or implied.

Warner disclaims all other warranties, including any implied warranty of merchantability or fitness for any particular purpose.

THIS LIMITED WARRANTY GIVES PURCHASER SPECIFIC LEGAL RIGHTS, AND PURCHASER MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW DISCLAIMERS OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE DISCLAIMER AND LIMITATION MAY NOT APPLY TO PURCHASER.





GENERAL WARRANTY  
ONE YEAR LIMITED

1. LIMITED WARRANTY

Except as provided below, and provided the vehicle shall have been placed in service within thirty (30) days after it leaves Fouts Bros. (as established by the recorded date on the reverse side of this document), to the original purchaser for a period ending one year after delivery to the original purchaser. Fouts Bros. warrants to the user the new Fire and Rescue Apparatus vehicle shall be free from defects in material and workmanship under normal use and service. This limited warranty shall apply only if the vehicle is properly maintained and used in service which is normal to the particular vehicle. Normal service means service which does not subject the vehicle to stresses or impacts greater than normal results from the careful use of the vehicle or chassis. If the buyer discovers a defect or nonconformity it must notify Fouts Bros. in writing within thirty (30) days after the date of discovery. This limited warranty is not transferable by the first user.

Fouts Bros. makes no warranty whatsoever as to (1) Integral parts, components, attachments or trade accessories not manufactured by Fouts Bros., but instead, the applicable warranties, if any, of the respective manufacturers thereof shall apply; (2) Any vehicle, chassis or component, part, attachment or accessory damaged by misuse, neglect or accident; (3) Any vehicle chassis or component, part, attachment or accessory shall have been repaired, altered or assembled in any way by others other than Fouts Bros., which, in sole judgment of Fouts Bros., affects the performance, stability or purpose for which it was manufactured; (4) Products or parts which are not defective but which may wear out and have to be replaced during the warranty period including, but not limited to, fasteners. Fouts Bros. assumes no responsibility for the assembly of its parts or sub-assembly into finished products unless the assembly is performed by Fouts Bros..

The original purchaser may void this warranty in part or in its entirety if one or more components of the new Fire and Rescue Apparatus are repaired or replaced (1) without prior written approval of the Fouts Bros. Service Department (2) at a facility which is not then approved by Fouts Bros. as to technical capability.

2. DISCLAIMERS OF WARRANTIES

*THE WARRANTIES SET FORTH IN PARAGRAPH 1 ARE THE EXCLUSIVE WARRANTIES GIVEN BY FOUTS BROS. FOUTS BROS. HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.*

3. BUYERS REMEDIES

If the product fails to conform to the warranties set forth in paragraph 1 and such nonconformity is not due to misuse or improper maintenance, the buyer shall notify Fouts Bros. as provided in paragraph 1, and shall make the product available for inspection by Fouts Bros. or its designated agent. At the request of Fouts Bros. any defective part shall be returned to Fouts Bros. for examination, with transportation charges prepaid and assumed by the shipper. Within a reasonable time Fouts Bros. shall provide, at its discretion, one of the following (a) repair or replacement of any nonconforming or defective parts; or (b) full refund of the purchase price. Repair or replacement shall be made only by a facility approved in advance by Fouts Bros. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

IN NO EVENT SHALL FOUTS BROS. BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT OR FROM THE NEGLIGENCE OF FOUTS BROS. OR FROM TORT. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence or strict liability or tort or under any other legal theory.

NOTE: Surety Bond, if a part of the sale of the vehicle, to which this limited warranty is provided, applies only to the General One Year Warranty for such vehicle, and not to any other warranty made by Fouts Bros. or any Fouts Bros. Supplier.



\_\_\_\_\_  
Fouts Bros. Truck Serial #

\_\_\_\_\_  
Customer Name

\* \_\_\_\_\_  
Authorized Customer Signature, Title

\_\_\_\_\_  
Date

\* \_\_\_\_\_  
Authorized Fouts Bros., Sales Manager

\* Sign and return one copy of each warranty certificate before claims will be accepted.

Rev.3/9/2014

Sample





ELECTRICAL SYSTEM  
TWO YEAR LIMITED WARRANTY

1. LIMITED WARRANTY

Except as provided below, and provided the vehicle shall have been placed in service within thirty (30) days after it leaves Fouts Bros. (as established by the recorded date on the reverse side of this document), to the original purchaser for a period ending two years after delivery to the original purchaser. Fouts Bros. warrants to the user the electrical system on its new Fire and Rescue Apparatus vehicle shall be free from defect. This limited warranty shall apply only if the vehicle is properly maintained and used in service which is normal to the particular vehicle. Normal service means service which does not subject the vehicle to stresses or impacts greater than normal results from the careful use of the vehicle or chassis. If the buyer discovers a defect or nonconformity it must notify Fouts Bros. in writing within thirty (30) days after the date of discovery. This limited warranty is not transferable by the first user.

Fouts Bros. makes no warranty whatsoever as to (1) Integral parts, components, attachments or trade accessories not manufactured by Fouts Bros., but instead, the applicable warranties, if any, of the respective manufacturers thereof shall apply; (2) Any vehicle, chassis or component, part, attachment or accessory damaged by misuse, neglect or accident; (3) Any vehicle chassis or component, part, attachment or accessory shall have been repaired, altered or assembled in any way by others other than Fouts Bros., which, in sole judgment of Fouts Bros., affects the performance, stability or purpose for which it was manufactured; (4) Products or parts which are not defective but which may wear out and have to be replaced during the warranty period including, but not limited to, fasteners. Fouts Bros. assumes no responsibility for the assembly of its parts or sub-assembly into finished products unless the assembly is performed by Fouts Bros..

The original purchaser may void this warranty in part or in its entirety if one or more electrical components of the body are repaired or replaced (1) without prior written approval of the Fouts Bros. Service Department (2) at a facility which is not then approved by Fouts Bros. as to technical capability.

2. DISCLAIMERS OF WARRANTIES

*THE WARRANTIES SET FORTH IN PARAGRAPH 1 ARE THE EXCLUSIVE WARRANTIES GIVEN BY FOUTS BROS. FOUTS BROS. HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.*

3. BUYERS REMEDIES

If the product fails to conform to the warranties set forth in paragraph 1 and such nonconformity is not due to misuse or improper maintenance, the buyer shall notify Fouts Bros. as provided in paragraph 1, and shall make the product available for inspection by Fouts Bros. or its designated agent. At the request of Fouts Bros. any defective part shall be returned to Fouts Bros. for examination, with transportation charges prepaid and assumed by the shipper. Within a reasonable time Fouts Bros. shall provide, at its discretion, one of the following (a) repair or replacement of any nonconforming or defective parts; or (b) full refund of the purchase price. Repair or replacement shall be made only by a facility approved in advance by Fouts Bros. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

IN NO EVENT SHALL FOUTS BROS. BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT OR FROM THE NEGLIGENCE OF FOUTS BROS. OR FROM TORT. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence or strict liability or tort or under any other legal theory.

NOTE: Surety Bond, if a part of the sale of the vehicle, to which this limited warranty is provided, applies only to the General One Year Warranty for such vehicle, and not to any other warranty made by Fouts Bros. or any Fouts Bros. Supplier.



\_\_\_\_\_  
Fouts Bros. Truck Serial #

\_\_\_\_\_  
Customer Name

\* \_\_\_\_\_  
Authorized Customer Signature, Title

\_\_\_\_\_  
Date

\* \_\_\_\_\_  
Authorized Fouts Bros., Sales Manager

\* Sign and return one copy of each warranty certificate before claims will be accepted.

Rev.3/9/2014

Sample





Five (5) YEAR PAINT/CORROSION (Non-Prorated)

1. LIMITED WARRANTY

Except as provided below, and provided the vehicle shall have been placed in service within thirty (30) days after it leaves Fouts Bros. (as established by the recorded date on the reverse side of this document), for a period of seven years after delivery to the original purchaser. Fouts Bros. warrants to the user that its body is free of adhesion defects caused by defective paint application or selection of paint materials for exterior surfaces of the cab and body of the vehicle. This limited warranty shall apply only if the vehicle is properly maintained and used in service which is normal to the particular vehicle. Normal service means service, which does not subject the vehicle to stresses or impacts greater than normal results from the careful use of the vehicle or chassis. If the buyer discovers a defect or nonconformity it must notify Fouts Bros. in writing within thirty (30) days after the date of discovery. This limited warranty is not transferable by the first user, and is applicable to the vehicle in the following percentage costs of warranty repair, if any:

**Five (5) Year Paint/Corrosion Limited Warranty**

This limited warranty applies only to exterior body paint. Paint on the vehicle's undercarriage, cab and body interior is warranted only under the Fouts Bros. General One Year Limited Warranty.

In addition to the foregoing, and subject to all of the terms and conditions of the Limited Warranty, except cost allocations, Fouts Bros. warrants its body exterior for a period of **FIVE (5) YEARS** against corrosion perforation.

Fouts Bros. makes no warranty whatsoever as to (1) Integral parts, components, attachments or trade accessories not manufactured by Fouts Bros., but instead, the applicable warranties, if any, of the respective manufacturers thereof shall apply; (2) Any vehicle, chassis or component, part, attachment or accessory damaged by misuse, neglect or accident; (3) Any vehicle chassis or component, part, attachment or accessory shall have been repaired, altered or assembled in any way by others other than Fouts Bros., which, in sole judgment of Fouts Bros., affects the performance, stability or purpose for which it was manufactured; (4) Products or parts which are not defective but which may wear out and have to be replaced during the warranty period; (5) Damage from exposure to corrosive agents. Fouts Bros. assumes no responsibility for the assembly of its parts or sub-assembly into finished products unless the assembly is performed by Fouts Bros..

2. DISCLAIMERS OF WARRANTIES

*THE WARRANTIES SET FORTH IN PARAGRAPH 1 ARE THE EXCLUSIVE WARRANTIES GIVEN BY FOUTS BROS. FOUTS BROS. HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.*

3. BUYERS REMEDIES

If the product fails to conform to the warranties set forth in paragraph 1 and such nonconformity is not due to misuse or improper maintenance, the buyer shall notify Fouts Bros. as provided in paragraph 1, and shall make the product available for inspection by Fouts Bros. or its designated agent. At the request of Fouts Bros. any defective part shall be returned to Fouts Bros. for examination, with transportation charges prepaid and assumed by the shipper. Within a reasonable time Fouts Bros. shall provide, at its discretion, one of the following (a) repair or replacement of any nonconforming or defective parts; or (b) full refund of the purchase price. Repair or replacement shall be made only by a facility approved in advance by Fouts Bros.. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Warranty Exclusions:

- Damage from exposure to corrosive agents.
- Hazing, chalking or loss of gloss caused by improper care, abrasive polishes, cleaning agents, heavy-duty pressure washing or aggressive mechanical wash systems.
- Paint deterioration caused by abuse, accidents, acid rain, chemical fallout or acts of nature.
- Exception is made for PPG supplied anti-graffiti coatings systems cleaned with PPG approved cleaning products.



- Accidents, scratches, chips, bruises and gloss reduction due to normal vehicle use and maintenance.
- Custom finishes; exotic finishes or any finish not conforming to standard refinish procedures.
- Finishes on vehicles used for competitive purposes.
- Failures resulting from product misuse or abuse.
- Repairs done over previously refinished areas unless stripped to bare metal or appropriate substrate.
- Claims presented without proper Warranty documentation
- Failure on finishes utilizing products not approved by PPG for use in systems applied on vehicles covered under the warranty.
- Failure on finishes performed by NON-PPG Certified Refinish Technicians.
- Failure on finishes performed by Non-PPG Certified Repair Centers.
- Failure on finishes performed by PPG Certified Refinisher that has let their certification expire.

IN NO EVENT SHALL FOUTS BROS. BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT OR FROM THE NEGLIGENCE OF FOUTS BROS. OR FROM TORT. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence or strict liability or tort or under any other legal theory.

NOTE: Surety Bond, if a part of the sale of the vehicle, to which this limited warranty is provided, applies only to the General One Year Warranty for such vehicle, and not to any other warranty made by Fouts Bros. or any Fouts Bros. Supplier.

\_\_\_\_\_  
Fouts Bros. Truck Serial #

\_\_\_\_\_  
Customer Name

\*

\_\_\_\_\_  
Authorized Customer Signature, Title

\_\_\_\_\_  
Date

\*

\_\_\_\_\_  
Authorized Fouts Bros., Sales Manager

\* Sign and return one copy of each warranty certificate before claims will be accepted.

Rev.03/9/2014





## USER DIRECT WARRANTY (FOR AUTOMOTIVE PRODUCTS ONLY)

Whelen Engineering Company, Inc. warrants products of its manufacture against defects in material and workmanship. This is provided that the product has been installed and operated in accordance with the manufacturer's recommendations. During the warranty period (see below) the Factory Repair Center or an Authorized Whelen Repair Center† will repair or replace (at its option) any parts or electronic assemblies of the unit which disclose a defect in material or workmanship. The Repair Center will return the repaired unit, transportation cost prepaid.

The above warranty is between the first purchaser (ultimate user) only and Whelen Engineering Company, Inc. (manufacturer). **No prior authorization is required for returning Whelen products for warranty consideration.** Each Whelen product sold is covered only by the official warranty in effect at time of purchase.

This warranty is not applicable to any Whelen product that has failed due to abuse, misuse, improper installation, excessive voltages, or alterations to the product that affects, in the manufacturer's judgment, intended use and service. Whelen will not be held liable for any incidental or consequential damages, and assumes no responsibility or liability for expenses incurred in the removal and/or re-installation of products requiring service and/or repair; nor the packaging, handling, and shipping to the Factory Repair Center or Authorized Whelen Repair Center†; nor for the handling of products returned from the repair center after service or repair.

**There are no other warranties, expressed or implied, including, but not limited to, any implied merchantability or fitness for a particular use.** Whelen Engineering Company, Inc. reserves the right to modify this warranty statement at any time; or discontinue, modify, or upgrade any products of its manufacture with design improvements without prior notice.

The use of magnetic or vacuum/suction mounted warning lights mounted on the roof or exterior of a vehicle in motion is at the sole discretion and risk of the user. Whelen Engineering makes no warranties or guarantees of equipment used in this way.

All power plugs/cigar plugs, incandescent and halogen bulbs, polycarbonate/plastic materials, radar products, aviation equipment, industrial products and high power voice/siren systems are not covered by this warranty (see applicable warranty statement).

All Non-Whelen manufactured items that are sold by Whelen are covered by that manufacturer's warranty, and are excluded from this warranty statement (such as, GTT Emitters). This warranty will be void when using or substituting other than all-genuine Whelen system components, such as remote head assemblies, xenon flash tubes, shielded cables, strobe power supplies, siren amplifiers and siren speakers. This warranty gives you specific rights, and you may also have other rights which vary from state to state.

### WHELEN ENGINEERING COMPANY ELECTRO-MECHANICAL AND STROBE PRODUCTS

#### STANDARD / 2 YEAR WARRANTY

Whelen products are covered by a direct warranty for up to a maximum two years from date of purchase (not to exceed three years from date of manufacture), with proof of purchase. In accordance with the policy statement described herein, the unit may be returned directly to the factory or to an Authorized Whelen Repair Center† for warranty consideration. Whelen siren speakers, when used with a Whelen siren amplifier, are covered by a 2 year warranty from the date of manufacture. Heavy-Duty motor assemblies (so marked) are covered by a direct warranty for up to three years from date of manufacture. For warranty consideration, both the siren speakers and motor assemblies are subject to the conditions and steps described herein.

#### HDP® / 5 YEAR WARRANTY

Whelen Automotive Non-Lightbar Strobe Power Supplies, LED Ballasts and LED Products bearing the official HDP label and manufactured to HDP standards, are covered by a direct warranty for up to five years from date of manufacture. In accordance with the policy statement described herein, the unit may be returned directly to the factory or to an Authorized Whelen Repair Center† for warranty consideration.



#### 12 MONTH WARRANTY — BACK-UP ALARMS

Whelen Back-Up Alarms are covered by a 12 month warranty and are subject to the conditions and steps described herein.

#### 10 YEAR LIMITED WARRANTY — LIGHTBAR POWER SUPPLY

\*All repairable warranty and non-warranty Edge® style lightbar strobe power supplies will be replaced with a compatible new power supply. If out of initial warranty period but less than 10 years old, the charge will be a flat fee of \$185.00 (warranty for standard power supply is 2 years and HDP® Heavy-Duty Professional power supply is 5 years). This is subject to the conditions and steps described herein.

#### 12 AND 24 MONTH DIRECT WARRANTY — XENON FLASH TUBES

(Except Flash Tubes from 1000/1500/2000/3000 & VP Series which are covered by a 6 Month Warranty)

If the xenon flash tube component of a "Whelen" brand (not from 1000/1500/2000/3000 or VP Series) product is returned to Whelen within 12 months of the date which is affixed to the flash tube, Whelen will replace that flash tube free of charge ONE TIME ONLY, subject to the conditions and steps herein. Whelen "Gold Medallion" flash tubes including all linear flash tube assemblies, carry a 24 month warranty. Whelen will pay ground transportation from Whelen's factory or Authorized Whelen Repair Center† to the customer via UPS where available (in the Continental U.S.).

#### 12 MONTH EXTENDED WARRANTY — WHELEN REPAIRED STROBE POWER SUPPLIES

Whelen offers to repair or replace, free of charge, any part of its strobe light power supplies that have been repaired by Whelen within 12 months and are less than 5 years old, subject to the conditions and steps herein. Whelen will pay ground transportation from Whelen's factory or Authorized Whelen Repair Center† to the customer via UPS where available (in the Continental U.S.).

#### WHELEN ENGINEERING COMPANY OUT-OF-WARRANTY FACTORY REPAIR PROGRAM:

\* If found to be repairable, the Whelen Factory Repair Center (only) will repair Non-Lightbar Electronic Strobe Power Supplies for \$100 each. This does not include replacement of any other electro-mechanical parts including flash tubes, polycarbonate domes, motors, or hardware items.

\* Follow the "Steps To Be Taken For Return" noted below, and include a check or money order for \$100 for each unit returned. For Whelen products older than 10 years, repair charges will be determined upon examination only (minimum charge is \$185). Contact factory service center for further details.

#### STEPS TO BE TAKEN FOR WARRANTY RETURN:

- 1) Whelen products are to be returned **freight prepaid** to the: Whelen Factory Repair Center Building B, 51 Winthrop Road, Chester, CT 06412-0684; or an Authorized Whelen Repair Center†. Do not ship by bus.
- 2) A copy of the sales receipt must be returned with the defective unit to qualify for warranty coverage from date of purchase.
- 3) Include a short statement explaining the problem.
- 4) Include your name, address, and day-time telephone number.
- 5) Whelen and its Authorized Repair Centers will, via UPS, ship back the repaired unit **freight prepaid**, usually within a few days after its receipt.

**WHELEN®**  
ENGINEERING COMPANY, INC.

51 Winthrop Road  
Chester, CT 06412-0684  
Phone: (860) 526-9504  
Fax: (860) 526-4078  
www.whelen.com

— EFFECTIVE 12/18/12, REPLACES ALL PREVIOUSLY PUBLISHED SERVICE POLICIES —

† The only AUTHORIZED WHELEN REPAIR CENTER(S) are predetermined by the Whelen Factory via official listing obtained from Whelen Engineering Company, Chester, CT.

\* New/Revised

10250Y-110712

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## **Third Amendment to Master Price Agreement for FIRE APPARATUS**

### **Product Line Addition**

This Amendment to the Master Price Agreement is entered into this 19<sup>th</sup> day of July, 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and FOUTS BROTHERS ("Vendor") based upon the sales and/or service of FIRE APPARATUS.

### **RECITALS**

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20225 on or about May 26, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about April 27, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about April 28, 2021 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a new product to the product catalog as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about July 15, 2021 to add product Fouts Brothers Paramedic Squad, Model C-LA-100 with a 10% discount to the product catalog in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line addition.

NOW, THEREFORE, Purchaser and Vendor enter into the following:



AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following product addition:

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.  
PRODUCTS. SERVICES. SPECIFICATIONS AND PRICES

Product	List Price	Discount	Net Price
<b>Fouts Brothers Paramedic Squad, Model C-LA-100</b> - Ford F-450 4-Door chassis, class V rear receiver hitch with plug, center counsel, Kenwood Dual Radio Package, Sigtronics 4-Position Intercom, 111" Galvanneal Steel body, Pan Type Flush Doors Opticom Emitter, Scene Lighting, Whelen LED warning light package.	\$236,564.95	10%	\$212,908.46



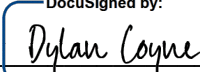
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 26, 2021 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

**IN WITNESS WHEREOF**, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:  
  
Date July 20, 2021 | 12:57 PM PDT  
BY: Mike Cully  
ITS: Executive Director

FOUTS BROTHERS

DocuSigned by:  
  
Date July 20, 2021 | 5:11 AM PDT  
BY: Dylan Coyne  
ITS: Sales



**Certificate Of Completion**

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Envelope Originator:

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Initials: 0

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1100 Olive Way

Enveloped Stamping: Enabled

Suite 1020

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

Seattle, WA 98101

marshall.stiles@mynpp.com

IP Address: 73.254.237.236

**Record Tracking**

Status: Original

Holder: Marshall Stiles

Location: DocuSign

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marshall.stiles@mynpp.com

**Signer Events**

Dylan Coyne

dcoyne@foutsfire.com

Sales

Security Level: Email, Account Authentication  
(None)**Signature**

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E0487A06296A43F...**Timestamp**

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Signature Adoption: Pre-selected Style

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Mike Cully

mcully@orcities.org

Executive Director

Security Level: Email, Account Authentication  
(None)

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Signed: 7/20/2021 12:57:30 PM

Signature Adoption: Uploaded Signature Image

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Signed using mobile

**Electronic Record and Signature Disclosure:**

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Completed	Security Checked	7/20/2021 12:57:30 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact National Purchasing Partners:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [marshall.stiles@mynpp.com](mailto:marshall.stiles@mynpp.com)

#### **To advise National Purchasing Partners of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [bruce.busch@mynpp.com](mailto:bruce.busch@mynpp.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from National Purchasing Partners**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [marshall.stiles@mynpp.com](mailto:marshall.stiles@mynpp.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with National Purchasing Partners**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [marshall.stiles@mynpp.com](mailto:marshall.stiles@mynpp.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.



## **Second Amendment to Master Price Agreement for FIRE APPARATUS**

### **Product Line Addition**

This Amendment to the Master Price Agreement is entered into this 28 day of April, 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and FOUTS BROTHERS ("Vendor") based upon the sales and/or service of FIRE APPARATUS.

### **RECITALS**

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20225 on or about May 26, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about April 27, 2021 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a two new chassis options to the product catalog as permitted under the terms of the Master Price Agreement; and

WHEREAS, due to manufacture cost increase Vendor desires to update the list price for the Traffic Advisor option as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about April 27, 2021, to add products Kenworth T440 and Kenworth T880 with a 10% discount to the product catalog and to update the list price of the Traffic Advisor option in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line addition.

NOW, THEREFORE, Purchaser and Vendor enter into the following:



## AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following product additions:

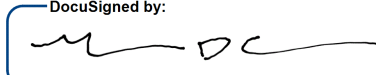
Chassis Options	List Price	Discount	Net Price
Kenworth T440	\$39,500.00 increase add to base truck price	10%	\$35,550.00
Kenworth T880	\$64,650.00 increase add to base truck price	10%	\$58,185.00

Additional Options	List Price	Discount	Net Price
Traffic Advisor	\$5,380.00	10%	\$4,842.00


2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 26, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

**IN WITNESS WHEREOF**, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:  
  
 Date April 28, 2021 | 2:53 PM PDT  
 BY: Mike Cully  
 ITS: Executive Director

FOUTS BROTHERS

DocuSigned by:  
  
 Date April 28, 2021 | 1:53 PM PDT  
 BY: Dylan Coyne  
 ITS: sales



## **First Amendment to Master Price Agreement for FIRE APPARATUS**

### **Product Line Addition**

This Amendment to the Master Price Agreement is entered into this 28 day of April, 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and FOUTS BROTHERS ("Vendor") based upon the sales and/or service of FIRE APPARATUS.

### **RECITALS**

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20225 on or about May 26, 2020 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a new product to the product catalog as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about April 26, 2021, to add product High Water Rescue with a 10% discount to the product catalog in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line addition.

NOW, THEREFORE, Purchaser and Vendor enter into the following:



AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following product addition:

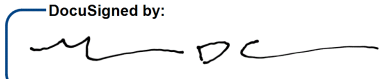
Product	List Price	Discount	Net Price
High Water Rescue - M1078 LMTV 4x4 Chassis, GASOLINE PORTABLE PUMP, A DARLEY model number 2BE 18 Vanguard gasoline powered, skid, Two (2) Hannay Wet Booster Reels, 500 Gallon Water Tank, FRC Crestlight Brow Light	\$238,000.00	10%	\$214,200.00




2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 26, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

**IN WITNESS WHEREOF**, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:  
  
38C546F8868143E...  
BY: Mike Cully Date April 28, 2021 | 6:20 AM PDT  
ITS: Executive Director

FOUTS BROTHERS

DocuSigned by:  
  
EC487A98296143F...  
BY: Dylan Coyne Date April 28, 2021 | 5:05 AM PDT  
ITS: sales



**LEAGUE OF OREGON CITIES**

**MASTER PRICE AGREEMENT**

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and FOUTS BROTHERS ("Vendor").

**RECITALS**

WHEREAS, the Vendor is in the business of selling certain FIRE APPARATUS, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for FIRE APPARATUS the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1905 for FIRE APPARATUS; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

**ARTICLE 1 – CERTAIN DEFINITIONS**

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1905 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.



1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

## **ARTICLE 2 – AGREEMENT TO SELL**

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall



govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

#### 2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See [www.OregonRehabilitation.org/qrf](http://www.OregonRehabilitation.org/qrf) for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

### **ARTICLE 3 – TERM AND TERMINATION**



3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

#### **ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY**

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to



Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

## **ARTICLE 5 – INSURANCE**

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

## **ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS**

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage,



claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

## **ARTICLE 7 – WARRANTIES**

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

## **ARTICLE 8 - INSPECTION AND REJECTION**

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

## **ARTICLE 9 – SUBSTITUTIONS**



Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

#### **ARTICLE 10 - COMPLIANCE WITH LAWS**

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

#### **ARTICLE 11 – PUBLICITY / CONFIDENTIALITY**

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

#### **ARTICLE 12 - RIGHT TO AUDIT**

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

#### **ARTICLE 13 - REMEDIES**

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

#### **ARTICLE 14 - RELATIONSHIP OF PARTIES**

Vendor is an independent contractor and is not an agent, servant, employee, legal



representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

#### **ARTICLE 15 - NOTICES**

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES  
1201 Court St. NE  
Suite 200  
Salem OR 97301  
ATTN: Jamie Johnson-Davis  
Email: [rfp@ORCities.org](mailto:rfp@ORCities.org)

If to Vendor:

FOUTS BROTHERS  
138 Roberson Mill Rd  
Milledgeville GA 31061  
ATTN: Dylan Coyne  
Email: [dcoyne@foutsfire.com](mailto:dcoyne@foutsfire.com)

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

#### **ARTICLE 16 - FORCE MAJEURE**

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.



#### **ARTICLE 17 - WAIVER**

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

#### **ARTICLE 18 - PARTIES BOUND; ASSIGNMENT**

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

#### **ARTICLE 19 - SEVERABILITY**

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

#### **ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT**

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

#### **ARTICLE 21 - HEADINGS**

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

#### **ARTICLE 22 - MODIFICATIONS**

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.



### **ARTICLE 23 - GOVERNING LAW**

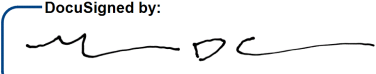
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

### **ARTICLE 24 - COUNTERPARTS**

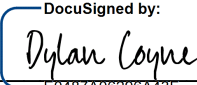
This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

DocuSigned by:  
Signature:   
38C548F8809143E...  
Printed Name: Mike Cully  
Title: Executive Director  
LEAGUE OF OREGON CITIES  
Dated: 5/26/2020

VENDOR:

DocuSigned by:  
Signature:   
E0487A06296A43F...  
Printed Name: Dylan Coyne  
Title: Sales  
FOUTS BROTHERS  
Dated: 5/26/2020



**ATTACHMENT A**

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

Fouts Brothers is pleased to offer preferred price discount of 10% off the advertised "List Price".

Pricing is for a quantity of One (1) unit. Additional Pricing discounts are negotiable for orders of two (2) or more units.

<b>Product Description</b>	<b>List Price</b>
<b>Fouts CJ Series Commercial Chassis Pumper</b> – T370 Kenworth single rear axle chassis, Hale QMAX-XS 1500 GPM, Akron Valves, 1000-gallon poly water tank, Amdor satin finish roll-up doors, LED compartment lights, Whelen LED warning light, rear camera w/7" monitor, Alco-Lite ground ladders.	\$366,600.00
<b>Fouts 2000 Water Tender/Tanker</b> – T370 Kenworth single rear axle chassis, Hale APS 500 PTO driven pump, Akron Valves, 2000-gallon poly water tank, Rear 4" tank fill, manual 180 degree 10" stainless steel swivel dump valve, 2100-gallon aluminum frame portable tank, rear view camera w/7" monitor, Whelen LED warning light package.	\$275,600.00
<b>Fouts 3000 Water Tender/Tanker</b> - T370 Kenworth single rear axle chassis, Hale MBP 1000 PTO driven pump, Akron Valves, 3000-gallon poly water tank, Rear 4" tank fill, manual 180 degree 10" stainless steel swivel dump valve, 3000-gallon aluminum frame portable tank, rear view camera w/7" monitor, Whelen LED warning light package.	\$309,249.00
<b>Fouts F.O.U.R. "First Out Utility Rescue"</b> - Ford F-550 4-Door 4x4 chassis, 12,000 lbs. Warn Winch, class V rear receiver hitch with plug, center counsel, Kussmaul Pump Plus 1000 battery conditioner W/20 amp Auto Eject, Hale DSD 1500 GPM Split Shaft Driven Pump, Akron Valves, Hale TRV 120, Hannay Booster Reel w/100' of 1" hose, Hale SmartFoam 2.1 Foam System, 285-gallon poly water tank, 15 gallon foam tank, 108" Aluminum body, satin finish roll-up doors, Whelen LED warning light package.	\$275,600.00
<b>Fouts Type 6 Patrol W/108" Body</b> - Ford F-550 4-Door 4x4 chassis, 12,000 lbs. Warn Winch, class V rear receiver hitch with plug, center counsel, Kussmaul Pump Plus 1000 battery conditioner W/20 amp Auto Eject, CET Gas Driven Pump, Honda gas motor, Akron Valves, Hannay Booster Reel w/150' of 1" hose, Scotty Foam System, 300-gallon poly water tank, 10 gallon foam tank, 108" Aluminum body, satin finish roll-up doors, Whelen LED warning light package.	\$178,100.00
<b>Fouts Type 6 Patrol W/132" Body</b> - Ford F-550 4-Door 4x4 chassis, 12,000 lbs. Warn Winch, class V rear receiver hitch with plug, center counsel, , CET Gas Driven Pump, Honda gas motor, Akron Valves, Hannay Booster Reel w/150' of 1" hose, Scotty Foam System, 300-gallon poly water tank, 10 gallon foam tank, 132" Aluminum body, satin finish roll-up doors, Whelen LED warning light package.	\$184,100.00



<b>Fouts Brush Attack</b> - Ford F-550 2-Door 4x4 chassis equipped with <u>Super Singles</u> , 12,000 lbs. Warn Winch, class V rear receiver hitch with plug, center counsel, , CET Gas Driven Pump, Honda gas motor, Akron Valves, Hannay Booster Reel w/150' of 1" hose, Bumper mounted TFT remote controlled monitor. Scotty Foam System, 300-gallon poly water tank, 10-gallon foam tank, Flat Bed Aluminum locker compartments, Whelen LED warning light package.	\$178,100.00
<b>Fouts Light Rescue/Medic</b> - Ford F-550 4-Door 4x4 chassis, class V rear receiver hitch with plug, center counsel, 108" Aluminum body, Slide Master 100% rear slide try, satin finish roll-up doors, Whelen LED warning light package.	\$152,100.00

## Fouts Brothers Optional Equipment

Product	Item Description	List Price
---------	------------------	------------

## Water Tender/Tanker Options

Hale SmartFoam System	\$ 7,800.00
(2) Pole Lights	\$ 5,200.00
Hydrant Spanner Set	\$ 520.00
6' Fiberglass Pike Pole	\$ 156.00
8' Fiberglass Pike Pole	\$ 162.50
LED Tank Level Indicator on rear	\$ 780.00
Hosebed Divider	\$ 1,560.00
12', 24', 10' Ladders w/ Brackets	\$ 3,250.00
Q2B Siren	\$ 3,900.00
(4) SCBA Compartments	\$ 2,600.00

## Commercial Pumper Options

Hale SmartFoam System	\$ 9,100.00
(2) Pole Lights	\$ 5,200.00
Hydrant Spanner Set	\$ 520.00
6' Fiberglass Pike Pole	\$ 156.00
8' Fiberglass Pike Pole	\$ 162.50
LED Tank Level Indicator on rear	\$ 780.00
Q2B Siren	\$ 3,900.00

## Type 6/Patrol Option

CAFS System	\$ 45,500.00
Darley Vanguard Gas Pump 375 GMP	\$ 14,300.00
Darley Kubota Diesel Pump	\$ 24,700.00
(2) Pole Lights	\$ 5,200.00
(3) SCBA Compartments	\$ 3,250.00



Fouts F.O.U.R

(2) Pole Lights	\$	5,200.00
Additional Hosebed Divider	\$	1,560.00

Additional Options

12,000 lb Warn Winch	\$	3,022.50
Go Light	\$	1,560.00
Traffic Advisor	\$	2,210.00
(2) Akron Scene Star 12V LED 14K Lumens	\$	3,900.00

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in a [list, link found at <http://>], as may be updated from time to time. [ A current list may be obtained from Vendor.]



**ATTACHMENT B**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**ADDITIONAL SELLER WARRANTIES**

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.



## **ATTACHMENT C**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

### **PARTICIPATING AGENCIES**

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, [www.nppgov.com](http://www.nppgov.com). The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.



**ATTACHMENT D**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**Vendor's Proposal**

**(The Vendor's Proposal is not attached hereto.)**

**(The Vendor's Proposal is incorporated by reference herein.)**



**ATTACHMENT E**

to Master Price Agreement by and between VENDOR and PURCHASER.

**Purchaser's Request for Proposal**

**(The Purchaser's Request for Proposal is not attached hereto.)**

**(The Purchaser's Request for Proposal is incorporated by reference herein.)**



**ATTACHMENT F**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.**



## Certificate Of Completion

Envelope Id: 2BB6A337CCF44A1A8703F7DFB90CA1C0	Status: Completed
Subject: Please DocuSign: MPA 1905 Between LOC and Fouts FINAL.pdf	
Source Envelope:	
Document Pages: 18	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Bill DeMars
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1100 Olive Way
	Suite 1020
	Seattle, WA 98101
	bill.demars@nppgov.com
	IP Address: 173.29.186.28

## Record Tracking

Status: Original	Holder: Bill DeMars	Location: DocuSign
5/24/2020 9:38:29 AM	bill.demars@nppgov.com	

## Signer Events

Dylan Coyne  
dcoyne@foutsfire.com  
Sales

Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:  
  
E0487A06296A43F...

Signature Adoption: Pre-selected Style  
Using IP Address: 40.132.67.9

## Timestamp

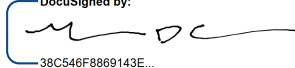
Sent: 5/24/2020 9:42:18 AM  
Viewed: 5/26/2020 6:10:26 AM  
Signed: 5/26/2020 6:13:02 AM

## Electronic Record and Signature Disclosure:

Accepted: 5/26/2020 6:10:26 AM  
ID: cd71eb38-1ae4-40b8-8389-63c760dec7dd

Mike Cully  
mcully@orcities.org  
Executive Director

Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
  
38C546F8869143E...

Signature Adoption: Drawn on Device  
Using IP Address: 71.63.237.219

Sent: 5/26/2020 6:13:03 AM  
Viewed: 5/26/2020 1:10:26 PM  
Signed: 5/26/2020 1:10:40 PM

## Electronic Record and Signature Disclosure:

Accepted: 5/26/2020 1:10:26 PM  
ID: 965713c2-6e4e-46b0-ad10-da1a91a9a10d

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps



Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/26/2020 6:13:03 AM
Certified Delivered	Security Checked	5/26/2020 1:10:26 PM
Signing Complete	Security Checked	5/26/2020 1:10:40 PM
Completed	Security Checked	5/26/2020 1:10:40 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.



**How to contact National Purchasing Partners:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [bruce.busch@mynpp.com](mailto:bruce.busch@mynpp.com)

**To advise National Purchasing Partners of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [bruce.busch@mynpp.com](mailto:bruce.busch@mynpp.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from National Purchasing Partners**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [bruce.busch@mynpp.com](mailto:bruce.busch@mynpp.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with National Purchasing Partners**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [bruce.busch@mynpp.com](mailto:bruce.busch@mynpp.com) and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.



**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify National Purchasing Partners as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by National Purchasing Partners during the course of my relationship with you.



**LEAGUE OF OREGON CITIES**  
**Fire Apparatus Solicitation Synopsis**  
**Solicitation No. 1905**

**Intent**

The League of Oregon Cities (LOC) served as Lead Agency to solicit proposals for Fire Apparatus. LOC works in cooperation with National Purchasing Partners “NPP” and its Government Division dba NPPGov, dba Public Safety GPO and dba Law Enforcement GPO (collectively hereinafter “NPPGov”), to service the LOC and NPPGov membership. The published Request for Proposal (RFP) contained provisions that permitted all members of LOC and NPPGov throughout the nation to “piggy-back” off the resulting Master Price Agreement.

**Determination for issuing RFP vs. Sealed Bid**

LOC has determined that it is advantageous for LOC to procure Fire Apparatus using a secure competitive RFP process evaluated based on “best value” rather than sealed bidding. Sealed bidding limits evaluation of offers solely to compliance with the requirements, provides no opportunity to compare the product and service offerings among the vendors, and uses price as the predominate deciding factor. Such limitations prevent LOC from awarding the most advantageous contract(s) for LOC and its members.

**Procedure**

LOC issued an RFP (1905) on November 12<sup>th</sup>, 2019.

The RFP was published in the Daily Journal of Commerce on November 11th, 2019.

The RFP was published in USA Today on November 12<sup>th</sup>, 2019.

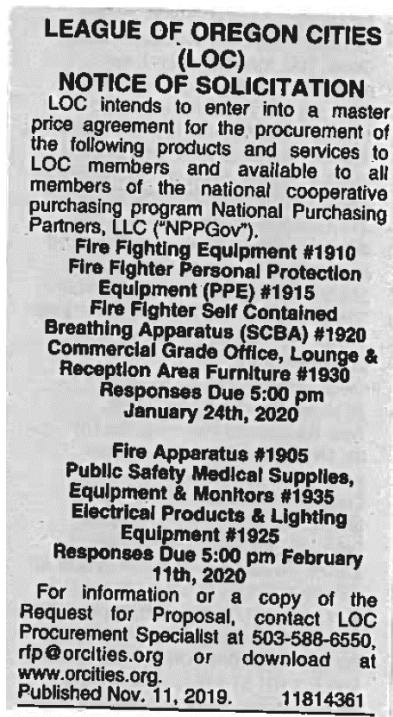
The RFP closed on February 11th, 2020.

The RFP was awarded on May 6th, 2020.

The RFP was posted to the following web sites: [www.nppgov.com](http://www.nppgov.com), [www.orcities.org](http://www.orcities.org) and [www.findrfp.com](http://www.findrfp.com)



The text of the published notice of solicitation is as follows:



LOC received a proposal (s) from the following vendor (s):

1. Alexis Fire Equipment
2. Brindlee Mountain
3. E-One Inc
4. Ferrara Fire Apparatus
5. Fouts Brothers
6. HME
7. ONE Boat Rescue
8. Pierce Manufacturing
9. Spartan Fire
10. Sutphen Corporation
11. Watts Manufacturing

A copy of the log for proposals received is attached hereto.



Proposals were evaluated by LOC based on the criteria contained in the RFP and selected the following successful proposer(s):

1. Alexis Fire Equipment
2. Brindlee Mountain
3. E-One Inc
4. Ferrara Fire Apparatus
5. Fouts Brothers
6. HME
7. ONE Boat Rescue
8. Spartan Fire
9. Sutphen Corporation

## **Evaluation**

The evaluation was based on the following criteria as described in the RFP (weighted):

<b>Component Evaluated</b>	<b>Weight</b>
<u>Pricing</u> : Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. <i>PPW Section 7.0 and Pricing structure.</i>	25
<u>Product Line (Score only categories proposed)</u> : Breadth, variety, quality of product line and innovation of products. Warranty availability. <i>PPW Section 9.0.</i>	15
<u>Marketing</u> : Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. <i>PPW Section 4.0.</i>	15
<u>Customer Service</u> : Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. <i>PPW Sub-Sections 2.3 &amp; 2.4 and Section 6.0.</i>	15
<u>Proven Experience</u> : Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing. <i>PPW Sub-Section 1.2.</i>	15
<u>Coverage</u> : Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. <i>PPW Section 3.0 and Exhibit 1.</i>	10



<u>Conformance:</u> Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. <i>PPW Section 8.0 and 4.5 of RFP.</i>	5
<b><u>TOTAL</u></b>	100

## **Pricing Structure**

**Alexis Fire Equipment:** Proposer provided a fixed pricing structure. See Price List Attachment in the resulting Master Price Agreement.

**Brindlee Mountain:** Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

**E-One Inc:** Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

**Ferrara Fire Apparatus:** Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

**Fouts Brothers:** Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

**HME:** Proposer provided a fixed pricing structure. See Price List Attachment in the resulting Master Price Agreement.

**ONE Boat Rescue:** Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

**Pierce Manufacturing:** Proposer provided a fixed pricing structure for the base model vehicles listed in their proposal. See Price List attached in the resulting Master Price Agreement for details. In addition, Proposer has included a discount off currently published List Price for additional options, modifications and customization's to base model vehicles. See Price List attached in the resulting Master Price Agreement for details

**Spartan Fire:** Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

**Sutphen Corporation:** Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.



### **Additional Information**

National Purchasing Partners  
1100 Olive Way  
Suite #1020  
Seattle, WA 98101

Bruce Busch, Senior VP  
[bruce.busch@mynpp.com](mailto:bruce.busch@mynpp.com)  
(206) 515-5439  
[www.nppgovernment.com](http://www.nppgovernment.com)



## AFFIDAVIT OF MAILING

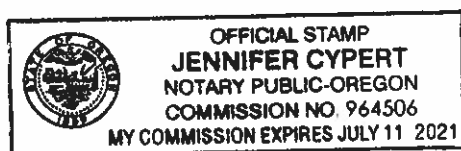
[illegible]

I, Mike Cully, being first duly sworn on oath, depose and state that I am a Contract Manager for League of Oregon Cities, a government entity performing public procurement functions. On this 12 day of November, 2019, I caused to be deposited in the United States mail at Salem, Marion County, Oregon, with first class postage prepaid, one each copy of the attached NOTICE OF SOLICITATION for the MASTER AGREEMENT FOR FIRE APPARATUS to the following addresses:

One Boat Attn: Kevin Fielder 13481 US Highway 31 Athens, AL 35611		Lake Assault Boats Attn: Chad Dumars 1 Clough Ave. Superior, WI 54880		Pierce Manufacturing Attn: Kristina Spang 2600 American Drive Appleton, WI 54912
Rosenbauer America, LLC Attn: Donley Frederickson 100 Third Street Lyons, SD 57041		HME Ahrens-Fox Attn: Bill Doeblor 1950 Byron Center Ave SW Wyoming, MI 49519		Toyne Attn: Bill Bird 104 Granite Ave. Breda, IA 51436
Sutphen Corporation Attn: Zach Rudy 6450 Eiterman Road Dublin, OH 43016		E.J. Metals Attn: Kevin Quinn 1201 Maple Creek Lane New London, WI 54961		Ferrara Fire Apparatus Attn: Contracting Department 27855 James Chapel Rd. Holden, LA 70744
Brindlee Mountain Fire Apparatus Attn: Richard Glyn 15410 Highway 231, Union Grove, AL 35175		E-One Attn: Contracts Department 1601 SW 37 <sup>th</sup> Ave. Ocala, FL 34474		Emergency Vehicle Specialist EVS Attn: Jimmie Smith 892 Kansas Street, Memphis, TN 38106
Fire & Safety Services, Ltd. Attn: Russell David 200 Ryan Street, South Plainfield, NJ 07080		Firematic Supply Company Inc. Attn: Mike Hanratty 374 Western Turnpike, Altamont, NY 12009		Spartan Fire and Emergency Apparatus Attn: Robby Fore 319 Southport Road Roebuck, SC 29376

**Mike Cully**

SUBSCRIBED AND SWORN TO before me this 12 day of November, 2019 by  
Mike Cully.



NOTARY PUBLIC in the State of Oregon  
Residing at Salem, OR  
My commission expires: 7/11/21



## AFFIDAVIT OF PUBLICATION

# DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810  
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH—ss.

I, **Michelle Ropp**, being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of **CLACKAMAS, MULTNOMAH, and WASHINGTON** as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

**Case Number: NOT PROVIDED**

**FIRE FIGHTING EQUIPMENT**

**League of Oregon Cities; Bid Location Salem, OR, Marion County;**

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

11/11/2019

State of Oregon  
County of Multnomah

SIGNED OR ATTESTED BEFORE ME  
ON THE 11th DAY OF November, 2019

Michelle Ropp

Notary Public-State of Oregon



## LEAGUE OF OREGON CITIES (LOC)

### NOTICE OF SOLICITATION

LOC intends to enter into a master price agreement for the procurement of the following products and services to LOC members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

Fire Fighting Equipment #1910  
Fire Fighter Personal Protection Equipment (PPE) #1915  
Fire Fighter Self Contained Breathing Apparatus (SCBA) #1920  
Commercial Grade Office, Lounge & Reception Area Furniture #1930  
Responses Due 5:00 pm January 24th, 2020

Fire Apparatus #1905  
Public Safety Medical Supplies, Equipment & Monitors #1935  
Electrical Products & Lighting Equipment #1925  
Responses Due 5:00 pm February 11th, 2020

For information or a copy of the Request for Proposal, contact LOC Procurement Specialist at 503-588-6550, [rtp@orcities.org](mailto:rtp@orcities.org) or download at [www.orcities.org](http://www.orcities.org).  
Published Nov. 11, 2019. 11814361

Jeanine Hussak  
League of Oregon Cities  
1201 Court St NE Ste 200  
Salem, OR 97301-4194

Order No.: 11814361  
Client Reference No:



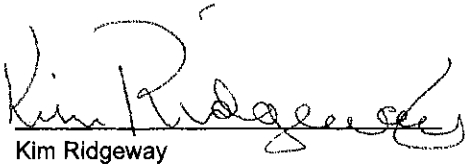
January 13, 2020

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, a company handling the advertising matters for USA Today, a daily newspaper distributed within the United States.

A public notice was placed by Public Procurement Authority and was published in said newspaper within the Marketplace section of the USA Today daily edition on November 12, 2019.

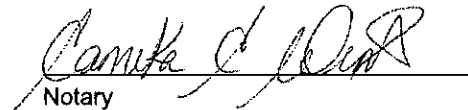
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Kim Ridgeway

Professionals Department Manager

State of Florida  
County of Pinellas

On this 13<sup>th</sup> day of January I attest that the attached document is a true, exact, complete, and unaltered  
true sheet.

  
Notary

**CAMIKA C. WINTER**  
Notary Public, State of Florida  
My Comm. Expires Apr. 16, 2022  
No. GG 208003



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## NOTICES

### PUBLIC NOTICE

#### League of Oregon Cities (LOC)

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Electrical Products & Lighting Equipment #1925

Responses due 5:00 pm February 11th, 2020

For information or a copy of the Request for Proposal contact LOC, Procurement Specialist, at 503-588-6550, [rfp@orcities.org](mailto:rfp@orcities.org) or download at [www.orcities.org](http://www.orcities.org)

## PUBLIC NOTICE

### Pioneer Electric Cooperative Inc.,

Ulysses, KS, seeks qualified power line contractor to complete RUS specified rebuild of approx. 195 miles of winter storm damage to power lines and additional repair work.

Proposal documents are available at:  
<http://pioneerelectric.coop/resources/storm-restoration/>  
Bids due by 12/2/2019.

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- Just released FREE guide that reveals why Macular Degeneration continues to increase at an alarming rate.
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## HEALTH / FITNESS

### INVOKANA MEDICATION WARNING

ATTENTION THIS IS AN IMPORTANT MESSAGE FOR ANYONE THAT HAS TAKEN THE PRESCRIPTION MEDICATION INVOKANA, INVOKOMED OR INVOKOMED XR FOR THEIR DIABETES. IN MAY 2017, BASED ON THE FACTS OF TWO CLINICAL TRIALS, THE FDA ISSUED A HEALTH ADVISORY WARNING THAT THESE DIABETES MEDICATIONS INCREASE THE RISK OF AMPUTATION OF THE LEGS AND TOES. IF YOU OR YOUR LOVED ONE HAVE TAKEN THE PRESCRIPTION MEDICATION INVOKANA, INVOKOMED OR INVOKOMED XR FOR YOUR DIABETES.

**YOU MUST CALL US NOW:**

**800-804-8248**

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# **NOTICE OF SOLICITATION**

## **LEAGUE OF OREGON CITIES**

**RFP #1905**

### **SOLICITATION FOR: FIRE APPARATUS**

Notice is hereby given that the LEAGUE OF OREGON CITIES will accept sealed proposals for **FIRE APPARATUS** at the address listed below, until **5:00 PM PST on February 11th, 2020**. Those proposals will be for the LEAGUE OF OREGON CITIES and members of National Purchasing Partners Government Division (“NPPGov”) across the nation, including but not limited to governmental units incorporated by “ATTACHMENT H” of the Request for Proposal (RFP), WIPHE members identified in “ATTACHMENT G” of the RFP, as well as government units in all other states (collectively, “Participating Agencies”). Significant sales potential exists because the resulting Master Price Agreement for national proposers will include piggy backing language that permits use of the Master Price Agreement nationwide which may allow Participating Agencies to forego duplicating the formal solicitation process and expend staff resources and funds.

All Proposals must be signed, sealed and addressed to:

#### **Mailing Address:**

**LOC FIRE APPARATUS RFP #1905  
LEAGUE OF OREGON CITIES  
c/o Procurement Coordinator  
1201 Court St. NE  
Suite 200  
Salem, OR 97301**

**All Proposals must clearly state RFP #1905 and Proposing company’s full name on the OUTERMOST packaging.**

**NOTE: THE LEAGUE OF OREGON CITIES WILL NOT ACCEPT PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE.**

#### INQUIRIES:

**LOC “FIRE APPARATUS RFP” #1905  
LEAGUE OF OREGON CITIES  
c/o Procurement Coordinator  
1201 Court St. NE  
Suite 200  
Salem, OR 97301**

**[rfp@orcities.org](mailto:rfp@orcities.org)**

The solicitation documents may be reviewed at the office address listed above.

**NOTE: NOTICES OF SOLICITATION WILL BE PUBLISHED IN THE OREGON DAILY JOURNAL OF COMMERCE AND THE USA TODAY.**



## **IMPORTANT**

### **PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL**

#### SOLICITATIONS FOR: **FIRE APPARATUS**

#### **1.0 INTENT:**

##### **1.1 GENERAL INTENT**

The LEAGUE OF OREGON CITIES (“LOC”) serves as the “Lead Contracting Agency” for this solicitation on behalf of its members, and as authorized by the LOC Intergovernmental Agreement, which is an agreement for intergovernmental cooperation among select local Oregon governments and recognized under ORS Chapter 190. LOC, in association with the members of National Purchasing Partners, LLC dba NPPGov (hereinafter referred to as “NPPGov”), comprises a cooperative procurement group. NPPGov membership includes government entities, non-profit organizations across the nation, members of Public Safety GPO, First Responders GPO, and Law Enforcement GPO, Hawaii, and Oregon local government units (ATTACHMENT H), and WIPHE members (ATTACHMENT G), as well as all other government units in all other states, as authorized under the terms of the Intergovernmental Cooperative Purchasing Agreement executed by all Lead Contracting and Participating Agencies (the foregoing list of entities hereinafter referred to as “Participating Agencies”). This procurement group is soliciting proposals from qualified companies (hereinafter referred to as “Proposer”) to enter into a Master Price Agreement for FIRE APPARATUS.

The intent of this Interstate Cooperative Procurement Solicitation (hereinafter referred to as “Solicitation” or “RFP”) is to invite Proposers to submit a competitive pricing proposal offering FIRE APPARATUS to LOC, which will then be made available to NPPGov members locally and nationwide; to reduce expenses by eliminating multiple requests for proposals and multiple responses by Vendors; and to obtain discounted pricing through volume purchasing. Significant sales potential exists because the Master Price Agreement will be used nationwide which may allow Participating Agencies to forego duplicating the formal solicitation process and expend staff resources. Preferably, the successful Proposer will provide its entire catalog of products and/or services in order that Participating Agencies who wish to access the Master Price Agreement may order a broad range of goods and services as needed.

With the exception of successful local Proposer(s) capable of servicing LOC and Participating Agencies within the state of Oregon, successful Proposer(s) should have a strong national presence for FIRE APPARATUS for use by government agencies nationwide.

***This Solicitation meets Oregon public contracting requirements (ORS 279A et. seq.) and may not be appropriate under or meet Participating Agencies’ procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.***

##### **1.2 POTENTIAL MARKET**

The LOC is publishing this RFP to create publicly awarded contracts for use by its members, which may also benefit the thousands of fellow members of NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO. These are nationwide programs representing member government agencies in all 50 states. We encourage each Proposer’s response to be a collaborative effort including manufacturer and distributor (when they are not the same company) to ensure nationwide contract utilization.

Proposer’s response should also take into consideration the considerable market potential for this



Solicitation. Because the successful proposal will be incorporated into a nationwide cooperative procurement program including tens of thousands of state, local government and non-profit participants from all 50 states, the LOC believes that contracts created from this Solicitation will provide vendors with a significant market advantage. Members of NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO and current vendors who participate in the program indicate the ability to shorten the sale cycle by eliminating the need to complete individual RFP processes is a significant advantage to participation.

The LOC believes that participation in the NPPGov purchasing program benefits both its Participating Agencies and successful Proposers. NPPGov engages with successful proposers who complete the Vendor Administration Agreement through a marketing and sales partnership. This partnership includes (but is not limited to) contract promotion to members, contract administration support to potential customers and live customer phone support.

### 1.3 REQUIREMENTS

- 1.3.1 The RFP and resulting Master Price Agreement are anticipated for use by the LOC's government members, as well as other Participating Agencies across the nation. The LOC has entered into an Intergovernmental (interlocal) Cooperative Purchasing Agreement with other Participating Agencies for the purpose of obtaining Master Price Agreements with various vendors. Interlocal cooperative purchasing agreements allow Participating Agencies to make purchases at the LOC's accepted proposal price, terms and conditions, provided that the Participating Agency has satisfied all of its local and state cooperative procurement requirements. By submitting a proposal, the Proposer(s) agrees to make the same proposal terms and price, exclusive of any possible rebates, incentives, freight and transportation fees, available to other Participating Agencies. The LOC and NPPGov will not incur any direct liability with respect to specifications, delivery, payment, or any other aspect of purchases by such Participating Agencies or nonprofit institutions. The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein and is available upon request — See Attachment A.

The successful Proposer must work directly with the Participating Agencies concerning the placement of orders, disputes, invoicing and payment. The LOC and NPPGov shall not be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any Participating Agency. Successful Proposers must comply with the state and local laws, rules and regulations in each state and locality where the product or service is provided.

- 1.3.2 Each Participating Agency shall execute a Participating Agency Endorsement and Authorization included in the Intergovernmental Cooperative Purchasing Agreement. While the terms of the Master Price Agreement shall govern the general pricing terms, each Participating Agency may request modification of the Master Price Agreement in accordance with each Participating Agency's state and/or local purchasing laws, rules, regulations and procedures, provided said modifications are not material changes. Each Participating Agency may, at its discretion, and upon written agreement by the Participating Agency and Successful Proposer, request additional legal and procedural provisions not included herein that the successful Proposer must adhere to if it wishes to conduct business with said Participating Agency using the Master Price Agreement.
- 1.3.3 NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO provide vendor exposure/marketing and contract utilization support for the successful Proposer's products and services. Successful Proposers servicing the awarded contract to Participating Agencies shall pay a Contract Administration Fee representing 2% percent of actual net sales under the Master Price Agreement as established in the NPPGov Vendor Administration Agreement (available upon request). Administration fee may not be listed or charged as a separate line item to users of the contract. The value of trade-ins or rebates shall not affect the amount of the administration fee paid to NPPGov.

### 1.4 MULTIPLE AWARDS



Multiple awards may be granted to meet the requirements of this Solicitation provided that such awards are differentiated by product make and model, service, and/or distribution regions and capabilities of the successful Proposers. Specifically, the LOC may award separate contracts to Proposers in order to cover all local and national geographical markets, electronic purchasing capabilities, and products and services identified in this Request for Proposal, as well as the diverse and large number of Participating Agencies. The award of multiple contracts is to be determined upon receipt and review of all proposals, and based upon the general criteria provided herein. The LOC may solicit proposals from local qualified companies with or without a national presence provided that the successful Proposer is able to provide the LOC with the products and services requested. Multiple awards will ensure fulfillment of current and future requirements of the diverse and large number of Participating Agencies. In the event a local Proposer with no national distribution capabilities best meets the proposal selection criteria, multiple local and nationwide responsive proposals may be awarded simultaneously in the best interests of local commerce, compliance with local laws, and the Participating Agencies nationwide.

Proposers should be able to serve the needs of Participating Agencies on a national basis. However, this requirement shall not exclude local Proposers without a national presence that are capable of meeting the requirements of the LOC within the state of Oregon.

#### 1.5 CONTRACT USAGE

The actual utilization of any Master Price Agreement will be at the sole discretion of LOC and the other Participating Agencies. It is the intent of this Request for Proposal and resulting Master Price Agreement that Participating Agencies may buy directly from Successful Proposers without the need for further solicitation. However, Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements as well as the need of further notice prior to utilizing the Master Price Agreement

#### 1.6 BACKGROUND OF NPPGov

NPPGov, owned by two non-profit healthcare organizations, provides group purchasing opportunities and purchasing administrative support for governmental entities and nonprofit institutions within its membership. NPPGov's membership includes participating public and nonprofit entities across North America.

#### 1.7 EQUAL OPPORTUNITY

The LOC encourages Minority and Women-owned Small Business Proposers to submit proposals.

#### 1.8 QUALIFIED REHABILITATION FACILITIES

*Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List pursuant to ORS 279.835 ORS 279.855. Please see [www.OregonRehabilitation.org/qrf](http://www.OregonRehabilitation.org/qrf) for more information.*

### 2.0 **SCOPE OF WORK:**

#### 2.1 REQUIREMENTS OF PROPOSERS SUBMITTING A RESPONSE:

Proposers must present clear and concise evidence indicating Proposer's ability to comply with the requirements stated herein and to provide and deliver the specified products and services to Participating Agencies.

##### 2.1.1 PROPOSER COMMITMENTS

Each Proposer is required to commit to low pricing, and accurate and timely reporting to



NPPGov pursuant to the reporting requirements identified in the NPPGov Vendor Administration Agreement (available upon request). In addition, successful Proposer(s) with a national presence must commit to marketing of the Master Price Agreement nationwide and that the sales force will be trained, engaged and committed to offering NPPGov pricing to member government agencies nationwide, including the opportunity for NPPGov to train the Vendor sales staff.

2.1.2 **PROPOSERS MUST COMPLETE “ATTACHMENT B” – PROPOSER PROFILE WORKBOOK”.**

2.2 PRODUCTS AND SERVICES:

2.2.1 Provide a description of the FIRE APPARATUS offered as set forth in ATTACHMENT C. The primary objective is for the Proposer(s) to provide the Proposer(s)’s entire catalog of products and services (“catalog discount”) that are responsive to this RFP so that Participating Agencies may order a broad range of products and services as appropriate for their needs. Anticipated future models and related products/services that may be offered during the term of the resulting Master Price Agreement should also be included in Vendor’s Proposal.

2.2.2 All products offered must be new, unused and the most current product lines, unless otherwise clearly identified as remanufactured goods.

2.2.3 Describe any special programs that Proposer offers that shall improve the ability of the Participating Agencies to access the products, such as retail store availability, expedited delivery intervals, item sourcing, or other unique plans and services.

2.2.4 Additional Benefits: Proposer shall identify any other added value it offers to the LEAGUE OF OREGON CITIES (“LOC”) and Participating Agencies (e.g. convenience cards, individual/member discounts, additional admin fee, etc.)

2.3 PRICING:

2.3.1 Pricing for the products and services may be based on “ATTACHMENT D” - PRICING SCHEDULE as follows:

A A fixed percentage (%) off *marked price* based on the Proposer’s catalog or retail store price for each CATEGORY specified in ATTACHMENT D – PRICING SCHEDULE. Proposer shall identify the catalog used.

**Option (A) is preferred.** If option (A) is not feasible proposer may use option (B) provided Proposer includes a justification.

B Alternatively, contract pricing may be based upon fixed prices (contingencies for economic price adjustments must be identified in the proposal), or a combination fixed percentage off and firm fixed prices. Proposer may offer additional discounts to LOC and Participating Agencies based on volume.

If proposers are responding with option “B”, proposers may request price increases based on manufacturer costs, cost of labor and/or materials that must be supported by appropriate documentation. If LOC agrees to the price modification, LOC may approve in writing, including electronic mail, without the need for a written amendment to the Master Price Agreement.

2.3.2 Proposers may also add additional products and services provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Proposer may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the



resulting Master Price Agreement. Proposer may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

- 2.3.3 Explain any additional pricing incentives that may be available such as large volume purchases, cash terms, or rebates to Participating Agencies. However, steeper discounts are preferred to rebates.
- 2.3.4 All pricing proposals shall clearly explain how freight and/or delivery costs are determined as described in ATTACHMENT D PRICING SCHEDULE herein.

#### 2.4 TAX:

Proposers shall strictly adhere to all federal, state and local tax requirements applicable to their operation, and to any contract or activity resulting from this Solicitation.

### 3.0 **SPECIAL TERMS & CONDITIONS:**

#### 3.1 MASTER PRICE AGREEMENT TERM:

As a result of this Solicitation the successful Proposer(s) shall be awarded a Master Price Agreement for a three (3) year period. The Master Price Agreement may be extended up to a maximum of three (3) additional one (1) year periods.

#### 3.2 MASTER PRICE AGREEMENT ACCESS PROVISIONS

Utilization of the Master Price Agreement will be at the discretion of the LEAGUE OF OREGON CITIES (“LOC”) and Participating Agencies. The LOC shall be under no obligation to purchase off of the Master Price Agreement. Assuming all local competitive solicitation requirements have been met, Participating Agencies may purchase directly from the successful Proposer(s) without the need for further solicitation.

#### 3.3 INDEMNIFICATIONS AND INSURANCE:

Indemnification and insurance requirements will vary based on the nature of the RFP. Proposer is responsible for submitting appropriate indemnification and insurance coverage as applicable.

##### 3.3.1 Indemnification

The successful Proposer shall indemnify the LOC and NPPGov as specified in the Master Price Agreement.

##### 3.3.2 Insurance Requirements.

Proposer(s), at Proposer(s)’s own expense, shall purchase and maintain the herein stipulated minimum insurance from a reputable company or companies duly licensed by the State of Oregon. In lieu of State of Oregon licensing, the stipulated insurance may be purchased from a company or companies that are authorized to do business in the State of Oregon, provided that said insurance companies meet the approval of the LOC.

Proposer(s)’s insurance shall be primary insurance with respect to the LOC, and any insurance or self-insurance maintained by the LOC shall not contribute to it.



Award of this Solicitation is contingent upon the required insurance policies and/or endorsements identified herein. The LOC shall not be obligated to review such policies and/or endorsements or to advise Proposer(s) of any deficiencies in such policies and endorsements, and such receipt shall not relieve Proposer(s) from, or be deemed a waiver of the LOC's right to insist on strict fulfillment of Proposer(s)'s obligations under this RFP.

The insurance policies required by this RFP, except Workers' Compensation, shall name the LOC, its agents, representatives, officers, directors, officials and employees as an Additional Insured.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the LOC, its agents, representatives, officers, directors, officials and employees for any claims arising out of Proposer(s)'s work or service.

### 3.3.3 Commercial, automobile and workers' compensation insurance.

3.3.3.1 Commercial General Liability. Proposer(s) shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the Master Price Agreement.

3.3.3.2 Automobile Liability. Proposer(s) shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included.

3.3.3.3 Workers' Compensation and Employer's Liability. Proposer(s) shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Proposer(s)'s employees engaged in the performance of the work or services, as well as Employer's Liability insurance.

In case any work is subcontracted, Proposer(s) will require the SubProposer(s) to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Proposer(s).

## 4.0 SCHEDULE, RESPONSE PREPARATION AND SUBMISSION

### 4.1 SCHEDULE OF EVENTS

#### 4.1.1 Publication of Request for Proposal

Publication of this Solicitation conforms with ORS 279B, to include Public Notice by publication in a newspaper of general circulation in the area where the LEAGUE OF OREGON CITIES ("LOC") is located no less than 30 days prior to the proposal due date, as well as posting of the Public Notice on the web site that typically posts Public Notices concerning the LOC.

**Solicitation Notice Publications: November 12<sup>th</sup>, 2019**

#### 4.1.2 Question and Answer period

The LOC will post questions and answers concerning this Solicitation no later than 10 days prior to the proposal due date. All questions shall be submitted in writing via email to, Contract Manager, at [rfp@orcities.org](mailto:rfp@orcities.org). The LOC reserves the right to accept and answer questions after the question and answer period has expired. All questions and answers will be posted on the



LOC website at [www.orcities.org](http://www.orcities.org).

#### 4.1.3 Submission of Proposals

There will be no mandatory pre-proposal meeting. All questions must be submitted via email as directed above. If necessary, questions can be submitted in writing to LEAGUE OF OREGON CITIES, c/o Procurement Coordinator, 1201 Court St. NE, Suite 200, Salem, OR 97301 or [rfp@orcities.org](mailto:rfp@orcities.org).

Close date: Deadline for submission of proposals is **5:00 PM PST, on February 11th, 2020**. The LOC must receive all proposals before **5:00 PM PST** on the above closing date in the office of the LEAGUE OF OREGON CITIES, c/o Procurement Coordinator, Executive Director, 1201 Court St. NE, Suite 200, Salem, OR 97301.

**Approximate opening date: 9:00 AM PST on February 11th, 2020** at the office of the LEAGUE OF OREGON CITIES, c/o Procurement Coordinator, 1201 Court St. NE, Suite 200, Salem, OR 97301.

**Proposal selection: February 12<sup>th</sup> 2020 to March 20<sup>th</sup>, 2020.**

**Approximate award date: March 20<sup>th</sup>, 2020.**

All responses to this Solicitation become the property of the LOC. Proposers should mark those aspects of the proposal that they consider trade secrets and exempt from public disclosure. The LOC will not be held accountable if parties other than the LOC obtain material from proposal responses without the written consent of the Proposer(s).

#### 4.1.4 Withdrawal of Proposal

The Proposer(s) may withdraw its proposal at any time prior to the hour and date set for the receipt of proposals. Withdrawal will not preclude the submission of another proposal prior to the deadline.

### 4.2 REVIEW, INQUIRIES AND NOTICES:

#### 4.2.1 **The solicitation documents may be reviewed in person at the following address:**

**LEAGUE OF OREGON CITIES  
1201 Court St. NE  
Suite 200  
Salem, OR 97301**

**All inquiries concerning information herein shall be addressed to:**

**LEAGUE OF OREGON CITIES  
c/o Procurement Coordinator  
1201 Court St. NE  
Suite 200  
Salem, OR 97301**

**Administrative telephone inquiries shall be addressed to:**

**Procurement Coordinator  
Email inquiries shall be addressed to: [rfp@orcities.org](mailto:rfp@orcities.org)**

**Inquiries are required to be submitted by email to the Administrative Contact listed above.  
No oral communication is binding on the LOC.**



#### 4.2.2 Proposal Interpretation of the RFP Documents and Issuance of Addenda

If any Proposer(s) finds discrepancy in, or omissions from, or is in doubt to the true meaning of any part of the RFP document, he/she shall submit a written request for a clarification or interpretation thereof to:

**LEAGUE OF OREGON CITIES**  
**c/o Procurement Coordinator**  
**1201 Court St. NE**  
**Suite 200**  
**Salem, OR 97301**

Any request for clarification or interpretation must be received at least ten (10) calendar days prior to the RFP closing date.

The LOC is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by addenda. Addenda, if necessary, will be issued not later than five (5) days prior to the RFP closing date by publication on the LOC's web site and NPPGov website.

Oral interpretations or statements cannot modify the provisions of this Request for Proposal. If inquiries or comments by Proposers raise issues that require clarification by the LOC, or the LOC decides to revise any part of this Request for Proposal, addenda will be published and provided to all persons who receive the Request for Proposal. Receipt of an addendum must be acknowledged by signing and returning it with the proposal.

#### 4.3 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to provide two (2) hard copies and two (2) electronic copies of the complete proposal. Each electronic copy is to be submitted on a USB flash drive with the core response in a file less than 10 MB, when possible. Electronic files may be used by the Evaluation Committee so they should be organized and named in an easy to understand manner. Proposers are to address proposals identified with return address, RFP number and title in the following manner:

**LOC "PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT AND RFP" #1905**  
**LEAGUE OF OREGON CITIES**  
**c/o Procurement Coordinator , Contract Manager**  
**1201 Court St. NE**  
**Suite 200**  
**Salem, OR 97301**

All prices shall be held firm for a period of sixty (60) days after the Solicitation closing date. Any Proposer may withdraw its proposal if a Master Price Agreement has not been executed within sixty (60) days from the RFP closing date.

#### 4.4 EXCEPTIONS AND DEVIATIONS TO THE RFP

The Proposer shall identify and list all exceptions taken to all sections of this RFP and list these exceptions, referencing the section (paragraph) where the exception exists and stating the proposed revision. The Proposer shall list these exceptions under the heading, "Exception to the Solicitation, RFP #1905." Exceptions not listed under the heading "Exception to the Solicitation, RFP #1905." shall be considered invalid. The LOC reserves the right to reject exceptions, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept any or all exceptions.



The Proposer shall detail any and all deviations from specifications, if any, contained in this Solicitation and Attachments, as requested. The LOC may accept or reject deviations, and all LOC decisions shall be final.

#### 4.5 RESPONSE FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as follows:

- 4.5.1 Letter of Transmittal
- 4.5.2 Table of Contents
- 4.5.3 Short introduction and executive summary. This section shall contain an outline of the general approach utilized in the proposal.
- 4.5.4 The proposal should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing the Proposer's best offer. Additional related services should be incorporated into the proposal, if applicable.
- 4.5.5 Qualifications – This section shall describe the Proposer's ability and experience related to the programs and services proposed.
- 4.5.6 Exceptions to the Solicitation, RFP #1905.
- 4.5.7 PRICING SCHEDULE ("ATTACHMENT D").
- 4.5.8 PROPOSER PROFILE WORKBOOK ("ATTACHMENT B").
- 4.5.9 Complete, Current Catalog Pricing shall be submitted on a USB flash drive.
- 4.5.10 Format Proposal to specifically address each individual sub-section and sub-set of the SCOPE OF WORK (Section 2.0).
- 4.5.11 Signed Addenda, if any.
- 4.5.12 Proposal Final Certification.

### 5.0 **EVALUATION AND POST SUBMISSION**

#### 5.1 EVALUATION OF PROPOSAL – SELECTION FACTORS:

LOC will evaluate each Proposal and prepare a scoring of each Proposal. Each Proposal received and reviewed shall be awarded points under each criterion solely on the judgment and determination of the Evaluation Committee and the LOC. There is a maximum score of 500 points and Proposer's average total score must be at least 200 points for consideration of an award. Proposals will be evaluated on the following criteria and further defined in the Proposal Evaluation Form (ATTACHMENT E) utilizing the point system indicated on the form:

1) Pricing 2) Product Line (within each category) 3) Marketing 4) Customer Service 5) Proven Experience & References 6) Coverage 7) Conformance

At the LOC's discretion, Proposers may be invited to make presentations to the Evaluation Committee. LOC reserves the right to make multiple awards to meet the national membership needs of this Solicitation.



- 5.1.1 Additional criteria/preferences that are not necessarily awarded points.
  - 5.1.1.1 Pursuant to ORS 279A.128, Lead Contracting Agency shall give preference to goods fabricated or processed within state or services performed within state.
  - 5.1.1.2 Pursuant to ORS 279A.125, Lead Contracting Agency shall give preference to the procurement of goods manufactured from recycled materials.
  - 5.1.1.3 Pursuant to ORS 279A.120, Lead Contracting Agency shall give preference to goods and services that have been manufactured or produced within the State of Oregon if price, fitness, availability and quality are otherwise equal; and the Lead Contracting Agency shall add a percent increase to the proposal of a nonresident Proposer equal to the percent, if any, of the preference given to the Proposer in the state in which the Proposer resides. All Proposers shall identify the state to which it is a resident bidder.
  - 5.1.1.4 Lead Contracting Agency shall consider proposals for printing, binding and stationary work in accordance with ORS 282.210, incorporated herein by this reference.
  - 5.1.1.5 Proposer shall comply with all federal, state and local laws applicable to the work under the Master Price Agreement awarded as a result of this Solicitation, including, without limitation, the provisions of ORS 279A and ORS 279B, including those provisions set forth on "ATTACHMENT F", attached hereto and incorporated herein by this reference.
  - 5.1.1.6 Pursuant to Section 1.7, the Lead Contracting Agency encourages Minority and Women-owned Small Business Proposers to submit proposals.

## 5.2 RIGHT OF LEAGUE OF OREGON CITIES TO AWARD OR REJECT PROPOSALS

- 5.2.1 The Request for Proposal does not commit the LOC to award a Master Price Agreement for the products or services specified within the Request for Proposal document. The LOC may cancel the procurement or reject any or all proposals in accordance with ORS 279B.100. Under no circumstance will the LOC pay the costs incurred in the preparation of a response to this request.
- 5.2.2 The LOC reserves the right to:
  - 5.2.2.1 Accept or reject any or all proposals and proposal terms and conditions received as a result of the Request for Proposals;
  - 5.2.2.2 Accept a proposal and subsequent offers for a Master Price Agreement from proposer(s) other than the lowest cost proposer;
  - 5.2.2.3 Waive or modify any irregularities in proposals received after prior notification to the Proposer(s).
- 5.2.3 The award, if there is one, will be made to that Proposer(s) who is determined to be the most qualified, responsible and responsive within a competitive price range based upon the evaluation of the information furnished under this RFP.

## 5.3 PROTEST PROCESS

A prospective Proposer may protest the procurement process of the Solicitation for an Agreement solicited under ORS 279B. Before seeking judicial review, a prospective Proposer must file a written protest with the LOC and exhaust all administrative remedies. Written protests must be delivered to the LOC at 1201 Court St. NE, Suite 200, Salem, OR 97301 not less than ten (10) days prior to the date upon which all proposals are due. The written protest shall contain a statement of the desired changes to the procurement process or Solicitation document that the protester believes will remedy the conditions upon which the protest is based. The LOC shall consider the protest if it is timely filed and meets the



conditions set forth in ORS 279B.405. The LOC shall respond pursuant to ORS 279B.405. If the LOC upholds the protest, in whole or in part, the LOC may in its sole discretion either issue an Addendum reflecting its disposition or cancel the procurement or solicitation. The LOC may extend the due date of proposals if it determines an extension is necessary to consider and respond to the protest.

A Proposer may protest the Award of the Contract, or the intent to Award the Contract, if the conditions set forth in ORS 279B.410 are satisfied. Judicial review of the protest and the LOC's decision shall be governed by ORS 279B.415.

5.4 NON-ASSIGNMENT

If a Master Price Agreement is awarded, Proposer shall not assign the Agreement in part or in total.

5.5 POST AWARD MEETING:

The successful Proposer(s) may be required to attend a post-award meeting with the LOC to discuss the terms and conditions of the Master Price Agreement.

5.6 PROPOSAL FINAL CERTIFICATION

The Proposer must certify the following:

a) I hereby certify that the Proposal contained herein fully and exactly complies with the instruction for proposers and specifications as they appear in this Notice of Solicitation.

b) I hereby further certify that I am authorized by the Board of Directors or Corporate Officers of the Corporation to sign the Requests for Proposals and proposals in the name of the corporation listed below:

Proposer Name: \_\_\_\_\_

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

Name Typed: \_\_\_\_\_ Title: \_\_\_\_\_

Proposer is a resident bidder of the state of \_\_\_\_\_

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



## **ATTACHMENT A**

### **INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

(The Intergovernmental Cooperative Purchasing Agreement is not attached hereto, but the current version is available upon request from the Lead Public Agency)

(The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein)



## ATTACHMENT B

### Proposer Profile Workbook to be completed by all responders as directed herein (fillable form available upon request)

#### 1.0 GENERAL QUESTIONS:

*Section 1.1 only to be completed by vendors with a national presence; i.e. vendors with a sales territory in 25 states or more.*

1.1 The “Yes” or “No” questions below are to help evaluators familiarize themselves with **national** vendors. Indicate “Yes” or “No” as it applies to your company.

- ✓ Do you have a national sales force adequate in size to meet the demands of multiple agencies and their unique needs for the products and services listed herein?  
Yes                      No
- ✓ Do you have a national distribution network that will support sales resulting from this RFP?  
Yes                      No
- ✓ Can you provide product availability to meet the requirements for materials and services listed herein for government and nonprofit agencies nationwide in a timely manner?  
Yes                      No
- ✓ Does your company have the ability to provide toll-free telephone/fax access, and an online presence?  
Yes                      No
- ✓ Can you provide a single point of contact (National Account Manager) to interact with the lead agency and NPPGov staff?  
Yes                      No
- ✓ Are you a strong competitor in the industry with a minimum of three consecutive years of demonstrated success in all business practices and pursuits?  
Yes                      No

1.2 Provide at least three references of government agencies within the United States that have purchased products/services from Proposer similar to those specified in this solicitation within the last year. If proposed products/services are new to market, please use most similar business references available. Include:

Agency name and address

Contact name, phone and **email**

Description of products/services sold and date.

LOC may use other information, however learned, in evaluation of the response.

1.3 OPTIONAL: If a Dun and Bradstreet Comprehensive Report (or similar) for your company is available, please submit it with your response.

1.4 OPTIONAL: Attach any case studies, white papers and/or testimonials supporting your company and products/services.



## 2.0 ABOUT PROPOSER:

2.1 State of incorporation:	
2.2 Federal Tax Identification Number:	
2.3 If applicable to the product(s) and/or service(s), describe the Proposer's ability to conduct E-commerce or online ordering. [Insert response in box below]	
2.4 Describe Proposer's system for processing orders from point of customer contact through delivery and billing. [Insert response in box below]	
2.5 Describe Proposer's ability to provide detailed electronic reporting of quarterly sales correlated with NPPGov Member ID number of Participating Agency purchases as set forth in Addendum A to Vendor Administration Agreement (VAA), a copy of which is available upon request from the LOC. [Insert response in box below]	
2.6 Describe the capacity of Proposer to meet Minority and Women Business Enterprises (MWBE) preferences, which may vary among Participating Agencies. [Insert response in box below]	
2.7 Proposer acknowledges compliance with Davis Bacon wage requirements where labor is concerned by indicating "yes" or "no" below.	
2.8 By submitting a Proposal in response to this RFP, Proposer agrees, if applicable, to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq. Indicate "yes" or "no" below.	
2.9 Complete Exhibit 1, located at the end of this workbook.	

## 3.0 DISTRIBUTION SYSTEM:

3.1 Describe distribution of products and/or services available in Proposer's response through Proposer's distribution system (including Alaska and Hawaii), including any limitations. [Insert response in box below]
3.1.A Is it your intent to offer the proposed products and/or services through a designated distribution/dealer network, indicate "yes" or "no" below?



YES <input type="checkbox"/>	NO <input type="checkbox"/>
3.2 Provide Proposer's shipping and delivery policy, including standard delivery time and any options and costs for expedited delivery and return policies. [Insert response in box below]	
3.3 Third party and/or subcontracting may be allowed. If applicable, detail the sub-contracting process (ordering, shipment, invoicing, billing) for those products not carried in Proposer's distribution center. Alternatively, if proposer utilizes a third-party ordering, shipment, invoicing or billing partner, please describe in detail. [Insert response in box below]	
3.4 What is Proposer's backorder policy? Is your policy to classify as "immediate or cancel" (requiring the Participating Agency to reorder if item is backordered) or "good until cancelled"? [Insert response in box below]	
3.5 Indicate whether the Proposer has any dealer or distributors that are authorized to fulfil purchases? Yes                      No                      [Circle one]	
3.6 If answered yes to 3.5, include a copy of or link to authorized dealers or distributors.	

#### 4.0      **MARKETING:**

4.1 Outline Proposer's plan for marketing the Products and Services to the Participating Agencies on a local and national basis. Include any marketing incentives such as committed dollars for advertising, conferences/travel and custom marketing materials. [May attach marketing plan or insert response in box below]
4.2 Explain how Proposer will educate its local and national sales force about the use of the Master Price Agreement. [Insert response in box below]
4.3 Indicate the Proposer's willingness to allow training to its local and national sales force about the



use of the Master Price Agreement. [Insert response in box below]

## 5.0 POINT OF CONTACT:

**Proposer POC who will administer, coordinate, and manage this program with NPPGov and the LEAGUE OF OREGON CITIES:**

<b>Contact Person:</b>		<b>Title:</b>	
<b>Mailing Address:</b>			
<b>City:</b>		<b>State &amp; Zip:</b>	
<b>Email Address:</b>			
<b>Phone #:</b>		<b>Fax #:</b>	
Attach current resume of National Account Manager that will be the POC managing this contract.			

## 6.0 CUSTOMER SUPPORT SERVICES:

**Explain Proposer's policy regarding each of the following if applicable to product(s) and/or service(s):**

6.1 Auditing for order completeness. [Insert response in box below]						
6.2 Replacement policy (i.e., damaged or defective goods). [Insert response in box below]						
6.3 Minimum order requirement (e.g., Individual item vs. case lot). [Insert response in box below]						
6.4 Customer service hours/days of operation [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.5 Special Orders. [Insert response in box below]						
6.6 Post sale services issues. [Insert response in box below]						
6.7 Repair services, including repair warranty programs, if any. Proposer shall identify, where applicable, authorized factory repair facilities that will honor the warranty of items on contract. [Insert response in box below]						
6.8 Technical support services Proposer provides. [Insert response in box below]						



6.9 Product substitution policy. [Insert response in box below]						
6.10 Identify trade-in program criteria (if applicable). [Insert response in box below]						
6.11. After hours service (including weekends and holidays) [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.12 Shipment tracking. [Insert response in box below]						
6.13 Back order tracking process. [Insert response in box below]						
6.14 Return Item process, including any/all associated fees (e.g., restocking, shipping, turnaround time on returns). [Insert response in box below]						
6.15 Electronic billing. [Insert response in box below]						
6.16 Explain how Proposer will resolve complaints, issues, or challenges. [Insert response in box below]						
6.17 Other services not already covered. [Insert response in box below]						



**7.0 DELIVERY AND FREIGHT CHARGES:**

7.1 Identify delivery and/or shipping costs or provide a shipping rate schedule based on weight, item, and/or destination for all items ordered within the continental U.S. (and Hawaii/Alaska). The Proposer shall identify all exceptions to this shipping rate schedule. [Insert response in box below]

7.2 Identify policy for transfer of product ownership (delivery) and damage/issue resolution. [Insert response in box below]

**8.0 VENDOR TERMS AND CONDITIONS.**

8.1 Does Proposer require that customers/Participating Agencies agree to standard terms and conditions related to their purchase?      Yes      No      [Circle one]

8.2 If answered yes to 8.1, include a copy of or link to terms and conditions.

**9.0 WARRANTY INFORMATION:**

9.1 Identify warranty options, if applicable. [Insert response in box below]



## Exhibit 1

### FIRE APPARATUS Coverage

#### RETAIL, DISTRIBUTION AND SERVICE/SUPPORT LOCATIONS

	Number of retail stores in each state? (leave blank for none)	Number of distribution centers in each state? (leave blank for none)	Number of support locations in each state? (leave blank for none)
ALABAMA			
ALASKA			
ARIZONA			
ARKANSAS			
CALIFORNIA			
COLORADO			
CONNECTICUT			
DELAWARE			
FLORIDA			
GEORGIA			
HAWAII			
IDAHO			
ILLINOIS			
INDIANA			
IOWA			
KANSAS			
KENTUCKY			
LOUISIANA			
MAINE			
MARYLAND			
MASSACHUSETTS			
MICHIGAN			
MINNESOTA			
MISSISSIPPI			
MISSOURI			
MONTANA			
NEBRASKA			
NEVADA			
NEW HAMPSHIRE			
NEW JERSEY			
NEW MEXICO			
NEW YORK			
NORTH CAROLINA			
NORTH DAKOTA			
OHIO			
OKLAHOMA			
OREGON			
PENNSYLVANIA			



RHODE ISLAND			
SOUTH CAROLINA			
SOUTH DAKOTA			
TENNESSEE			
TEXAS			
UTAH			
VERMONT			
VIRGINIA			
WASHINGTON			
WEST VIRGINIA			
WISCONSIN			
WYOMING			



**THE FORM LISTED BELOW MUST BE SIGNED AND RETURNED WITH SOLICITATION RESPONSE**



## **Exhibit 2**

### **Declaration of Non-Collusion**

The undersigned does hereby declare that there has been no collusion between the undersigned, the LEAGUE OF OREGON CITIES, and National Purchasing Partners, and in further support of said Declaration, states as follows:

The person, firm, association, co-partnership or corporation herein named has not, either directly or indirectly, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding or solicitation in the preparation and submission of a proposal to the LEAGUE OF OREGON CITIES for consideration in the award of a contract or Master Price Agreement negotiated as a result of this Request for Proposal.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Name of Firm)

By: \_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_



# ATTACHMENT C

## SPECIFICATIONS

### FIRE APPARATUS

#### Introduction:

The intent of this bid solicitation is to acquire pricing that will be used to establish purchase contracts for various types of fire apparatus, emergency planning and management vehicles. These specifications describe various categories and specific types of Fire Apparatus, including minimum design and construction characteristics considered necessary to perform the desired function.

Proposers should respond with pricing for all equipment and options they wish to be considered in the evaluation for a possible award and master price agreement.

Response should include any and all fire apparatus proposer wishes to be considered for contract including but not limited to:

- Aerial Fire Apparatus (Boom/Platform, Ladder, Ladder/Platform)
- Aircraft Rescue & Fire-Fighting Vehicles
- Pumper Fire Apparatus
- Pumper-Tanker / Elliptical-Tanker Fire Apparatus)
- Special Service Apparatus (Rescue, Re-Hab, Hazmat, Mobile Command Center, etc...)
- Watercraft Rescue & Fire-Fighting Vehicles
- Wildland Fire Apparatus (Brush Fire)
- Other Apparatus and associated products or services not included in other categories.

NOTE: For each category responded to by proposer, there needs to be a list of “Base Model Vehicles” included in the proposer’s submission. This provides evaluators and members a list of the vehicles offered as a starting point for comparison and/or needs assessment.

Apparatus must meet the general guidelines and specifications required in the latest edition of the National Fire Protection Association (NFPA) Standard for Automotive Fire Apparatus (NFPA 1901) and any standards referenced therein. All proposed apparatus must also comply with all applicable federal licensing, rules and regulations including but not limited to:

- American National Standards Institute (ANSI)
- American Society of Mechanical Engineers (ASME)
- American Society for Nondestructive Testing (ASNT)
- American Society for Testing Materials (ASTM)
- American Welding Society (AWS)
- Department of Transportation (DOT)
- Environmental Protection Agency (EPA)
- Federal Motor Vehicle Safety Standards (FMVSS)
- Institute of Electrical and Electronics Engineers (IEEE)



- National Institute for Occupational Safety and Health (NIOSH)
- Occupational Safety and Health Administration (OSHA)
- Society of Automotive Engineers (SAE)
- Underwriters Laboratory (UL)

Additionally, all proposed apparatus must meet applicable state DOT, licensing, rules and regulations in states covered by the response.

Because the specifications of this RFP are general in nature in order to meet the needs of the LOC and all members of the Government Division of National Purchasing Partners, it is incumbent upon the proposer to provide specifications and details for all apparatus and options in their response.

All responses must outline all related aspects of the vehicle sale including but not limited to sales (through authorized dealers), pre-delivery costs (including up to 3 factory visits), delivery, training, manuals, warranty, and service.

These specifications are intended to cover the complete range of Fire Apparatus. Several categories and sub-categories are included below but are in no means intended to limit the proposer to responding to just these categories if there are other related products and services that Proposer would like to be considered for the award. Proposers should respond with pricing for all products and services they wish to be considered in the evaluation for a possible award and master price agreement.

The following categories are provided to indicate the intended extent of the RFP but do not necessarily represent the format of the Proposer's response. Proposers may combine any and all categories and elements in a format that is most appropriate to represent their business in their response.

**NOTE: Proposers are not required to respond to all categories.** Proposals will only be evaluated based on the categories to which they respond.

CATEGORY 1: AERIAL FIRE APPARATUS

- BOOM/PLATFORM
- LADDER
- PLATFORM

CATEGORY 2: AIRCRAFT RESCUE & FIRE-FIGHTING VEHICLES

CATEGORY 3: PUMPER FIRE APPARATUS

CATEGORY 4: PUMPER-TANKER / ELLIPTICAL-TANKER FIRE APPARATUS

CATEGORY 5: SPECIAL SERVICE APPARATUS

- RESCUE
- RE-HABILITATION
- HAZMAT
- MOBILE COMMAND CENTER



- CATEGORY 6: WATERCRAFT RESCUE & FIRE-FIGHTING VEHICLES
- CATEGORY 7: WILDLAND FIRE APPARATUS (BRUSH FIRE)
- CATEGORY 8: OTHER: Other Apparatus and associated products or services not included in other categories.



## ATTACHMENT D

### PRICING SCHEDULE

The intent is for each Proposer to submit their complete product line so that Participating Agencies may order a wide array of products and services as appropriate for their needs. Proposer is encouraged but is not required to respond to all categories. Proposer may suggest additional categories and sub-categories as applicable. Proposer may subcontract items Proposer does not supply.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary.

Pricing and resulting relative discount to LOC and NPPGov membership shall be clearly delineated on each proposal. Contract admin fee (established in the “Requirements” Section of the RFP) may not be listed or charged as a separate line item to users of the contract. Contract pricing shall be based upon any one of the following:

1. Fixed discount(s) off published price list(s) or catalog(s)
2. Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the proposal)
3. A combination of the above.

#### **Vehicle Models**

Proposers shall provide pricing on all apparatus vehicle models they wish to be considered including, but not limited to, the following categories where applicable:

- Chassis/cab builder/Hull
- Cab designs (2/4 door, tilt cab, etc.)
- Cab/body sheet metals (e.g., Stainless steel, aluminum, galvanized)
- Rear axle configuration (single/tandem/tandem front steering/triple rear)
- Fire pump capacities & mounting locations (e.g., 1250/1500/2500 GPM Pump, rear/mid-mounted)
- Body configurations (e.g., Walk-In/Non-Walk-In body)
- Aerial categories (e.g., Construction/turntable positions/aerial device functions)
- Propulsion Type

#### EXAMPLE

FIRE APPARATUS PRICING SCHEDULE	
<b><i>NOTE: Be sure to provide ALL models for each particular type of apparatus vehicle to be considered. Add/Insert additional lines as necessary. The following categories are just <u>suggested</u>; it is anticipated the name, number, and name of actual categories provided by proposer will vary significantly</i></b>	Percentage (%) off List Price* ( <b>OR</b> fixed price if % off pricing is not available)
AERIAL FIRE APPARATUS	
EXAMPLE:	EXAMPLE:



<i>Ford F-550 2-Door, Pumper, Stainless Steel Body, Single Axle, 1250 GPM Pump, Mid-Mounted</i>	<i>15% off List Price Or \$550,000</i>
<i>Options for each vehicle model or type may be listed here or as a separate options table</i>	
<i>EXAMPLE: Entire catalog of options</i>	<i>EXAMPLE: 10% Off List Price</i>
AIRCRAFT RESCUE & FIRE-FIGHTING VEHICLES	
PUMPER FIRE APPARATUS	
PUMPER-TANKER / ELLIPTICAL-TANKER FIRE APPARATUS	
SPECIAL SERVICE APPARATUS	
WATERCRAFT RESCUE & FIRE-FIGHTING VEHICLES	
WILDLAND FIRE APPARATUS	
OTHER: Other Apparatus	

\* Identify used to establish of list price and publication date or expiration date.

### **Options**

Proposers shall provide pricing on all options, modifications, and accessories in a format that best represents their product line and pricing structure. This may include specific pricing for some options and may also include general pricing/discounts for categories of options. Proposer may also indicate availability and pricing of all other non-specified options. The intent is to provide proposers the opportunity to present as much product as possible in the format that fits within their individual formatting needs so that the resulting award allows LOC and NPPGov members the greatest number of procurement options.

### **Miscellaneous**

Proposers should include any applicable pricing information related to Section 2.3 of the RFP including but not limited to: large volume purchases, cash terms, rebates, freight/delivery costs and individual discounts.



## ATTACHMENT E

### PROPOSAL EVALUATION FORM

**Proposals will be evaluated using a two-step process.**

**The first step** evaluates the responsiveness of the proposer and determines 1) if the proposer is deemed fully responsive enabling the proposal to move to the second step and 2) if the proposal will be evaluated as a local response (within the State of Oregon), regional response (covering multiple States, but not the entire US) or a national response (covering the entire US, or at least the continental US).

**The second step** of the evaluation process will only occur with proposals deemed fully responsive from the first step. The second step fully evaluates the proposer's response based on the criteria found in the proposal evaluation form.

#### **STEP 1**

**Proposal Responsiveness**

Component	YES	NO	
Submitted on time			
Company name and RFP number on outermost packaging			
Completed Proposer Profile Workbook (PPW)			
Included pricing structure			
Included references			
Proposal signed			
Deemed Fully Responsive	YES	NO	
Categorized as Local, Regional or National	Local	Regional	National



## Proposal Evaluation Form

### **STEP 2**

#### **Full Evaluation of Proposal**

##### Point Value Definitions

- (5) Exceeded Requirements - Compelling Detail, Showed Ability to Complete
- (4) Met Requirements - Thorough, Provided Supportive Material/Examples
- (3) Satisfied Requirements - Sufficient
- (2) Unclear if Requirements Met - Poor or Confusing
- (1) Did Not Comply with Requirements - Substandard or Blank

Component Evaluated	Weight	Possible Points (1-5)	Total Points (Weight x PP)	Evaluator's Comments
<u>Pricing:</u> Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. <i>PPW Section 7.0 and Pricing structure.</i>	25			Comments:
<u>Product Line (Score only categories proposed):</u> Breadth, variety, quality of product line and innovation of products. Warranty availability. <i>PPW Section 9.0.</i>	15			Comments:
<u>Marketing:</u> Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. <i>PPW Section 4.0.</i>	15			Comments
<u>Customer Service:</u> Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. <i>PPW Sub-Sections 2.3 &amp; 2.4 and Section 6.0.</i>	15			Comments:



<u>Proven Experience:</u> Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing. <i>PPW Sub-Section 1.2.</i>	15			Comments:
<u>Coverage:</u> Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. <i>PPW Section 3.0 and Exhibit 1.</i>	10			Comments:
<u>Conformance:</u> Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. <i>PPW Section 8.0 and 4.5 of RFP.</i>	5			Comments:
<b><u>TOTAL</u></b>	100			General Comments:

Name of Evaluator \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



## ATTACHMENT F

### OREGON REVISED STATUTES (AS MAY BE AMENDED) REQUIREMENTS

Successful Proposer (Contractor) shall comply with the requirements of this ATTACHMENT F to the extent required by any applicable federal or state law.

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the performance of the work provided for in the contract and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the LOC or any Participating Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167
- (5) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the LOC or any Participating Agency may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or Contract surety from Contractor or its obligation with respect to any unpaid claim. If the LOC or any Participating Agency is unable to determine the validity of any claim for labor or material furnished, the District may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- (7) In a contract for personal services, contractor shall pay employees at least time and half for all overtime worked in excess of 40 hours in any one week under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*). In contracts for services, contractors shall pay employees at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(A) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.
- (8) The Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
- (9) All subject employers working under the contract are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.
- (10) All sums due the State Unemployment Compensation Trust Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
- (11) The contract may be canceled at the election of LOC for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.



- (12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (13) Contractor certifies that it has not discriminated against minorities, women, emerging small business enterprises certified under ORS 200.055, or business enterprises owned or controlled by or that employ a disabled veteran in obtaining any required subcontractors.



**ATTACHMENT G**  
**WIPHE RESPONSE FORM**

**THIS FORM MUST BE RETURNED WITH SOLICITATION RESPONSE**

**Vendor servicing Washington State AGREES to sell items included in this solicitation to WIPHE institutions at prices offered, unless otherwise noted below:**

\_\_\_\_\_ **DOES NOT** agree to sell to WIPHE Institutions.

\_\_\_\_\_ **AGREES** to sell to WIPHE Institutions at same prices and discounts, with the following exceptions: (attach additional pages as necessary)

***Vendor must state geographic areas or specific institution(s) listed below within the State of Washington that are EXCLUDED from the contract(s) resulting from this solicitation:***

**Washington Institutions of Public Higher Education (WIPHE).** See list on following page.

If Vendor agrees to sell to the WIPHE Institutions, a WIPHE Contract number will be assigned and the information will be reported to the Council of Presidents. The Council of Presidents notifies all the other schools when a WIPHE contract has been awarded and a master list will be maintained and the WIPHE website updated. WIPHE shall determine, at its absolute discretion, whether it shall accept and/or utilize the contract resulting from the Request for Proposal



**Washington Institutions of Public Higher Education (WIPHE)**

**FOUR-YEAR UNIVERSITIES**

CENTRAL WASHINGTON UNIVERSITY  
EASTERN WASHINGTON UNIVERSITY  
THE EVERGREEN STATE COLLEGE  
UNIVERSITY OF WASHINGTON  
WASHINGTON STATE UNIVERSITY  
WESTERN WASHINGTON UNIVERSITY

**COMMUNITY AND TECHNICAL COLLEGES:**

BATES TECHNICAL COLLEGE  
BELLEVUE COMMUNITY COLLEGE  
BELLINGHAM TECHNICAL COLLEGE  
BIG BEND COMMUNITY COLLEGE  
CASCADE COMMUNITY COLLEGE  
CASCADIA COLLEGE  
CENTRALIA COLLEGE  
CLARK COLLEGE  
CLOVER PARK TECHNICAL COLLEGE  
COLUMBIA BASIN COLLEGE  
EDMONDS COMMUNITY COLLEGE  
EVERETT COMMUNITY COLLEGE  
GRAYS HARBOR COLLEGE  
GREEN RIVER COMMUNITY COLLEGE  
HIGHLINE COMMUNITY COLLEGE  
LAKE WASHINGTON TECHNICAL COLLEGE  
LOWER COLUMBIA COLLEGE  
OLYMPIC COLLEGE  
PENINSULA COLLEGE  
PIERCE COLLEGE  
RENTON TECHNICAL COLLEGE  
SEATTLE CENTRAL COMMUNITY COLLEGES  
SHORELINE COMMUNITY COLLEGE  
SKAGIT VALLEY COLLEGE  
SOUTH PUGET SOUND COMMUNITY COLLEGE  
SPOKANE COMMUNITY COLLEGES  
STATE BOARD FOR TECHNICAL & COMMUNITY COLLEGES  
WENATCHEE VALLEY COLLEGE  
YAKIMA VALLEY COMMUNITY COLLEGE  
WHATCOM COMMUNITY COLLEGE



**Miscellaneous local agencies within Washington State\***

ADAMS COUNTY  
PUYALLUP SCHOOL DIST 3  
KITSAP COUNTY  
FIFE SCHOOL DIST 417  
RIVERVIEW SCHOOL DIST 407  
GONZAGA UNIVERSITY  
PLANNED PARENTHOOD OF WESTERN  
WASHINGTON  
SNOHOMISH COUNTY  
MASON COUNTY  
FEDERAL WAY SCHOOL DIST  
SPOKANE COUNTY  
ISSAQUAH SCHOOL DIST 411  
ADAMS COUNTY FIRE DISTRICT  
ADAMS COUNTY HEALTH DISTRICT  
AFFILIATED HEALTH SERVICES  
ALDERWOOD WATER DISTRICT  
ANACORTES PORT OF  
ANACORTES SCHOOL DISTRICT 103  
ANNAPOLIS WATER DISTRICT  
ASOTIN COUNTY  
AUBURN SCHOOL DISTRICT 408  
BAINBRIDGE IS SCHOOL DISTRICT 303  
BAINBRIDGE ISLAND FIRE DEPARTMENT  
BAINBRIDGE ISLAND PARKS  
BATTLE GROUND SCHOOL DISTRICT 119  
BELLEVUE SCHOOL DISTRICT 405  
BELLINGHAM PORT OF  
BELLINGHAM SCHOOL DISTRICT 501  
BENTON COUNTY  
BENTON COUNTY FIRE DISTRICT  
BENTON COUNTY PUD  
BENTON FRANKLIN COUNTY  
BENTON FRANKLIN PRIVTE INDUST CNCL  
BENTON PORT OF  
BETHEL SCHOOL DISTRICT 403  
BIG BROTHERS BIG SISTERS OF KING CO  
BIRCH BAY WATER & SEWER DISTRICT  
BLANCHET SCHOOL DISTRICT  
BREMERTON KITSAP CO HEALTH DISTRICT  
BREMERTON PORT OF  
BREMERTON SCHOOL DISTRICT 100  
BURLINGTON EDISON SCHOOL DIST 100  
CANCER RESEARCH AND BOISTATISTICS  
CASCADE BLUE MT FD SHR  
CASCADE IRRIGATION DISTRICT  
CASHMERE SCHOOL DISTRICT 222  
CATHOLIC COMM SVCS OF KING CO  
CENTRAL KITSAP SCHOOL DISTRICT 401  
CENTRAL WAS COMP MENTAL HEALTH  
CENTRALIA SCHOOL DISTRICT 40  
CHEHALIS SCHOOL DISTRICT 302  
CHELAN COUNTY  
CHELAN COUNTY COMMUNITY HOSPITAL  
CHELAN COUNTY FIRE DISTRICT

CHELAN COUNTY PUD 1  
CHELAN DOUGLAS COUNTY HEALTH DIST  
CHENEY CARE CENTER  
CHILD CARE RESOURCE & REFERRAL  
CHILDRENS THERAPY CENTER  
CHIMACUM SCHOOL DISTRICT 49  
CLALLAM COUNTY  
CLALLAM COUNTY FIRE DISTRICT  
CLALLAM COUNTY HOSPITAL DISTRICT  
CLALLAM COUNTY PUD  
CLARK COUNTY  
CLARK COUNTY FIRE DISTRICT  
CLARK COUNTY PUD  
CLE ELUM-ROSLYN SCHOOL DISTRICT 404  
CLOVER PARK SCHOOL DISTRICT 400  
CNTRL WHIDBEY FIRE & RESCUE  
COAL CREEK UTILITY DISTRICT  
COALITION AGAINST DOMESTIC VIOLENCE  
COLUMBIA COUNTY  
COLUMBIA IRRIGATION DISTRICT  
COLUMBIA MOSQUITO CONTROL DISTRICT  
COMMUNITY CHRISTIAN ACADEMY  
COMMUNITY PSYCHIATRIC CLINIC  
COMMUNITY TRANSIT  
CONFEDERATED TRIBES OF CHEHALIS  
CONSOLIDATED DIKING IMPROVEMENT DIST  
CONSOLIDATED IRRIGATION  
COWLITZ COUNTY  
COWLITZ COUNTY FIRE DISTRICT  
COWLITZ COUNTY PUD  
CROSS VALLEY WATER DISTRICT  
DAYTON SCHOOL DISTRICT 2  
DOUGLAS COUNTY  
DOUGLAS COUNTY FIRE DISTRICT  
DOUGLAS COUNTY PUD  
DRUG ABUSE PREVENTION CENTER  
E COLUMBIA BASIN IRRIGATION DIST  
EAST WENATCHEE WATER  
EATONVILLE SCHOOL DIST 404  
EDMONDS SCHOOL DISTRICT 15  
EDUCATIONAL SERVICE DIST 114  
EDUCATIONAL SERVICE DISTRICT 113  
ELLENSBURG SCHOOL DIST 401  
ENUMCLAW SCHOOL DIST  
EVERETT PORT OF  
EVERETT PUBLIC FACILITIES DIST  
EVERGREEN MANOR INC  
EVERGREEN SCHOOL DIST 114  
FEDERAL WAY FD  
FERRY COUNTY  
FERRY COUNTY PUBLIC HOSPITAL  
FERRY OKAHOGAN FPD  
FOSS WATERWAY DEVELOPMENT AUTHORITY  
FRANKLIN COUNTY  
FRANKLIN COUNTY PUD



FRANKLIN PIERCE SCHOOL DIST 402  
 FRIDAY HARBOR PORT OF  
 GARDENA FARMS IRRIGATION DIST 13  
 GARFIELD COUNTY  
 GRAND COULEE PROJECT  
 GRANDVIEW SCHOOL DIST 116/200  
 GRANITE FALLS SCHOOL DIST 332  
 GRANT COUNTY  
 GRANT COUNTY HEALTH DIST  
 GRANT COUNTY PUD  
 GRAYS HARBOR COUNTY  
 GRAYS HARBOR COUNTY FIRE DIST  
 GRAYS HARBOR COUNTY PUD # 1  
 GRAYS HARBOR PORT OF  
 GRAYS HARBOR PUB DEV AUTH  
 GRAYS HARBOR TRANSIT  
 GRIFFIN SCHOOL DIST 324  
 HARBORVIEW MEDICAL CENTER  
 HAZEL DELL SEWER DIST  
 HEALTHY MOTHERS HEALTHY BABIES COAL  
 HIGHLINE SCHOOL DIST 401  
 HIGHLINE WATER DIST  
 HOMESIGHT  
 HOPELINK  
 HOQUIAM SCHOOL DIST 28  
 HOUSING AUTHORITY OF PORTLAND  
 ILWACO PORT OF  
 INCHELIUM SCHOOL DIST 70  
 ISLAND COUNTY  
 ISLAND COUNTY FIRE DIST  
 JEFFERSON COUNTY  
 JEFFERSON COUNTY FIRE DIST  
 JEFFERSON COUNTY LIBRARY  
 JEFFERSON COUNTY PUD  
 JEFFERSON GENERAL HOSPITAL  
 KARCHER CREEK SEWER DIST  
 KELSO SCHOOL DIST 458  
 KENNEWICK GENERAL HOSPITAL  
 KENNEWICK SCHOOL DISTRICT 17  
 KENT SCHOOL DIST 415  
 KETTLE FALLS SCHOOL DIST 212  
 KING COUNTY  
 KING COUNTY FIRE DIST  
 KING COUNTY HOUSING AUTHORITY  
 KING COUNTY LIBRARY  
 KING COUNTY WATER SEWER  
 KINGSTON PORT OF  
 KITSAP COUNTY FIRE & RESCUE  
 KITSAP COUNTY LIBRARY  
 KITSAP COUNTY PUD 1  
 KITTITAS COUNTY  
 KITTITAS COUNTY PUD  
 KITTITAS COUNTY RECLAMATION DIST  
 KLINKITAT COUNTY  
 KLINKITAT COUNTY PUD  
 LAKE CHELAN RECLAMATION DIST  
 LAKE STEVENS SCHOOL DIST 4

LAKE WASHINGTON SCHOOL DIST 414  
 LAKEHAVEN UTILITY DIST  
 LAKEWOOD SCHOOL DIST 306  
 LEWIS CO PUD 1  
 LEWIS COUNTY  
 LEWIS COUNTY FIRE DIST  
 LEWIS PUBLIC TRANSPORTATION  
 LIBERTY LAKE SEWER & WATER DIST  
 LINCOLN COUNTY  
 LINCOLN COUNTY FIRE DIST  
 LONGVIEW PORT OF  
 LONGVIEW SCHOOL DIST 122  
 LOTT WASTEWATER ALLIANCE  
 LUMMI INDIAN NATION  
 MANCHESTER WATER DIST  
 MARYSVILLE SCHOOL DIST 25  
 MASON COUNTY FIRE DIST  
 MASON COUNTY PUD  
 MEAD SCHOOL DIST 354  
 METRO PARK DISTRICT OF TACOMA  
 MID COLUMBIA LIBRARY  
 MIDWAY SEWER DISTRICT  
 MONROE SCHOOL DIST 103  
 MORTON SCHOOL DIST 214  
 MOSES LAKE PORT OF  
 MOUNT BAKER SCHOOL DIST  
 MT VERNON SCHOOL DISTRICT 320  
 MUKILTEO SCHOOL DIST 6  
 MUKILTEO WATER DIST  
 NAVAL STATION EVERETT  
 NE TRI COUNTY HEALTH DIST  
 NORTH CENTRAL REGIONAL LIBRARY DIST  
 NORTH KITSAP SCHOOL DIST 400  
 NORTH SHORE UTILITY DISTRICT  
 NORTH THURSTON SCHOOL DISTRICT  
 NORTHSORE SCHOOL DIST 417  
 NORTHWEST KIDNEY CTR  
 NORTHWEST WORK FORCE DEVELOPMENT CO  
 NW REGIONAL COUNCIL  
 OAK HARBOR SCHOOL DIST 201  
 OAKVILLE SCHOOL DIST 400  
 OCOSTA SCHOOL DIST 172  
 OKANOGAN COUNTY  
 OKANOGAN COUNTY FIRE DIST  
 OKANOGAN COUNTY PUD  
 OKANOGAN SCHOOL DISTRICT  
 OLYMPIA PORT OF  
 OLYMPIA SCHOOL DISTRICT 111  
 OLYMPIA THURSTON CHAMBER FOUNDATION  
 OLYMPIC AREA AGENCY ON AGING  
 OLYMPIC MEMORIAL HOSPITAL DIST  
 OLYMPIC REGION CLEAN AIR AGENCY  
 OLYMPIC VIEW WATER & SEWER DIST  
 OLYMPUS TERRACE SEWER DIST  
 PACIFIC COUNTY  
 PACIFIC COUNTY FIRE  
 PARATRANSIT SERVICES



PASCO SCHOOL DIST	ST JOSEPH/MARQUETTE SCHOOL
PEND OREILLE COUNTY CONSERV DIST	STANWOOD SCHOOL DIST 410
PEND OREILLE COUNTY PUB HOSP DIST	STEVENS COUNTY
PEND OREILLE COUNTY PUD	STEVENS COUNTY PUD
PENINSULA SCHOOL DISTRICT 401	STILLAGUAMISH TRIBE OF INDIANS
PERRY TECHNICAL INSTITUTE	SUMNER SCHOOL DISTRICT 320
PIERCE COUNTY	SUNNYSIDE PORT OF
PIERCE COUNTY FIRE DIST	SUNNYSIDE SCHOOL DISTRICT 201
PORT ANGELES PORT OF	SUQUAMISH TRIBE
PORT ANGELES SCHOOL DISTRICT 121	SW CLEAN AIR AGENCY
PRESCOTT SCHOOL DIST	SWINOMISH TRIBE
PUGET SOUND CLEAN AIR AGENCY	TACOMA DAY CHILD CARE AND PRESCHOOL
PUGET SOUND SCHOOL DIST	TACOMA MUSICAL PLAYHOUSE
QUINCY COLUMBIA BASIN IRRIG DIST	TACOMA PORT OF
RICHLAND SCHOOL DIST 400	TACOMA SCHOOL DISTRICT 10
S KITSAP SCHOOL DISTRICT 402	TACOMA-PIERCE CO
S SNOHOMISH CO PUBLIC FAC DIST	TAHOMA SCHOOL DISTRICT 409
SAFEPLACE	TERRACE HEIGHTS SEWER DISTRICT
SAMISH WATER DIST	THURSTON COMMUNITY TELEVISION
SAMMAMISH WATER AND SEWER DIST	THURSTON COUNTY
SAN JUAN COUNTY	THURSTON COUNTY CONSERVATION DIST
SAN JUAN COUNTY FIRE DIST	THURSTON COUNTY FIRE DISTRICT
SEA MAR COMM HEALTH CTR	TOPPENISH SCHOOL DISTRICT 202
SEATTLE JEWISH PRIMARY SCHOOL	TOUCHET SD 300
SEATTLE PORT OF	TRIUMPH TREATMENT SERVICES
SEATTLE SCHOOL DIST 1	TUKWILA SCHOOL DIST 406
SEATTLE UNIVERSITY	TUMWATER SCHOOL DISTRICT 33
SECOND AMENDMENT FOUNDATION	U S DEPARTMENT OF TRANSPORTATION
SECOND CHANCE INC	UNITED WAY OF KING COUNTY
SENIOR OPPORTUNITY SERVICES	UNIVERSITY PLACE SCHOOL DIST
SHELTON SCHOOL DISTRICT 309	UPPER SKAGIT INDIAN TRIBE
SILVERDALE WATER	VAL VUE SEWER DISTRICT
SKAGIT COUNTY	VALLEY TRANSIT
SKAGIT COUNTY CONSERVATION DIST	VALLEY WATER DISTRICT
SKAGIT COUNTY FIRE DIST	VANCOUVER PORT OF
SKAGIT COUNTY ISLAND HOSPITAL	VANCOUVER SCHOOL DISTRICT 37
SKAGIT COUNTY PORT OF	VASHON ISLAND SCHOOL DISTRICT 402
SKAGIT COUNTY PUD 1	VERA IRRIGATION
SKAGIT TRANSIT	VETERANS ADMINISTRATION
SKAMANIA COUNTY	VOLUNTEERS OF AMERICA
SKOOKUM INC	WA ASSOC OF SCHOOL ADMINISTRATORS
SNOHOMISH COUNTY LIBRARY	WA ASSOC SHERIFFS & POLICE CHIEFS
SNOHOMISH COUNTY PUD	WA GOVERNMENTAL ENTITY POOL
SNOHOMISH HEALTH DISTRICT	WA LABOR COUNCIL AFL-CIO
SNOHOMISH SCHOOL DISTRICT 201	WA PUBLIC PORTS ASSOCIATION
SOAP LAKE SCHOOL DISTRICT 156	WA RESEARCH COUNCIL
SOOS CREEK WATER AND SEWER DIST	WA ST ASSOCIATION OF COUNTIES
SOUND TRANSIT	WA STATE PUBLIC STADIUM AUTHORITY
SOUTH COLUMBIA BASIN IRRIG DIST	WAHIAKUM COUNTY
SOUTH EAST EFFECTIVE DEVELOPMENT	WALLA WALLA COLLEGE
SOUTH SOUND MENTAL HEALTH SERVICES	WALLA WALLA COUNTY
SOUTHWEST YOUTH & FAMILY SERVICES	WALLA WALLA COUNTY FIRE DISTRICT
SPECIAL MOBILITY SERVICES INC	WALLA WALLA PORT OF
SPOKANE CO AIR POLLUTION CNTRL AUTHORITY	WALLA WALLA SD 140
SPOKANE COUNTY FIRE DIST	WASHINGTON ASSOCIATION
SPOKANE COUNTY LIBRARY	WASHINGTON COUNTIES RISK POOL
SPOKANE SCHOOL DISTRICT 81	WASHINGTON FIRE COMMISSIONERS ASSOC



WASHINGTON HEALTH CARE ASSOCIATION  
WASHINGTON PUBLIC AFFAIRS NETWORK  
WASHINGTON STATE MIGRANT COUNCIL  
WEST VALLEY SCHOOL DISTRICT 208  
WEST VALLEY SCHOOL DISTRICT 363  
WESTERN FOUNDATION THE  
WHATCOM CONSERVATION DIST  
WHATCOM COUNTY  
WHATCOM COUNTY FIRE DISTRICT  
WHATCOM COUNTY RURAL LIBRARY DIST  
WHIDBEY GENERAL HOSPITAL  
WHITMAN COUNTY  
WHITWORTH WATER  
WILLAPA COUNSELING CENTER  
WILLAPA VALLEY SCHOOL DISTRICT 160  
WILLAPA VALLEY WATER DISTRICT  
WINLOCK SCHOOL DISTRICT 232  
WOODINVILLE FIRE & LIFE SAFETY DIST  
WOODLAND PORT OF  
YAKIMA COUNTY  
YAKIMA COUNTY FIRE DISTRICT  
YAKIMA COUNTY REGIONAL LIBRARY  
YAKIMA SCHOOL DISTRICT 7

YAKIMA VALLEY FARMWORKERS CLINIC  
YAKIMA-TIETON IRRIGATION DISTRICT  
YELM COMMUNITY SCHOOL DISTRICT  
YMCA - TACOMA PIERCE COUNTY  
YMCA OF GREATER SEATTLE

\*Washington State cities and other unnamed  
Washington State local and municipal agencies may  
also utilize the resulting Master Price Agreement;  
provided they enter into the Intergovernmental  
Cooperative Purchasing Agreement.



# ATTACHMENT H

## LOCAL GOVERNMENT UNITS BY STATE

### Oregon's Incorporated Cities

ADAIR VILLAGE	DEPOE BAY	IONE	MYRTLE CREEK	SPRAY
ADAMS	DETROIT	IRRIGON	MYRTLE POINT	SPRINGFIELD
ADRIAN	DONALD	ISLAND CITY	NEHALEM	ST HELENS
ALBANY	DRAIN	JACKSONVILLE	NEWBERG	ST PAUL
AMITY	DUFUR	JEFFERSON	NEWPORT	STANFIELD
ANTELOPE	DUNDEE	JOHN DAY	NORTH BEND	STAYTON
ARLINGTON	DUNES CITY	JOHNSON CITY	NORTH PLAINS	SUBLIMITY
ASHLAND	DURHAM	JORDAN VALLEY	NORTH POWDER	SUMMERVILLE
ASTORIA	EAGLE POINT	JOSEPH	NYSSA	SUMPTER
ATHENA	ECHO	JUNCTION CITY	OAKLAND	SUTHERLIN
AUMSVILLE	ELGIN	KEIZER	OAKRIDGE	SWEET HOME
AURORA	ELKTON	KING CITY	ONTARIO	TALENT
BAKER CITY	ENTERPRISE	KLAMATH FALLS	OREGON CITY	TANGENT
BANDON	ESTACADA	LA GRANDE	PAISLEY	THE DALLES
BANKS	EUGENE	LAPINE	PENDLETON	TIGARD
BARLOW	FAIRVIEW	LAFAYETTE	PHILOMATH	TILLAMOOK
BAY CITY	FALLS CITY	LAKE OSWEGO	PHOENIX	TOLEDO
BEAVERTON	FLORENCE	LAKESIDE	PILOT ROCK	TROUTDALE
BEND	FOREST GROVE	LAKEVIEW	PORT ORFORD	TUALATIN
BOARDMAN	FOSSIL	LEBANON	PORTLAND	TURNER
BONANZA	GARBALDI	LEXINGTON	POWERS	UKIAH
BROOKINGS	GASTON	LINCOLN CITY	PRAIRIE CITY	UMATILLA
BROWNSVILLE	GATES	LONGEROCK	PRESCOTT	UNION
BURNS	GEARHART	LONG CREEK	PRINEVILLE	UNITY
BUTTE FALLS	GERVAIS	LOSTINE	RAINIER	VALE
CANBY	GLADSTONE	LOWELL	REDMOND	VENETA
CANNON BEACH	GLENDALE	LYONS	REEDSPORT	VERNONIA
CANYON CITY	GOLD BEACH	MADRAS	RICHLAND	WALDPORT
CANYONVILLE	GOLD HILL	MALIN	RIDDLE	WALLOWA
CARLTON	GRANITE	MANZANITA	RIVERGROVE	WARRENTON
CASCADE LOCKS	GRANTS PASS	MAUPIN	ROCKAWAY	WASCO
CAVE JUNCTION	GRASS VALLEY	MAYWOOD PARK	BEACH	WATERLOO
CENTRAL POINT	GREENHORN	MCMINNVILLE	ROGUE RIVER	WESTLINN
CHILOQUIN	GRESHAM	MEDFORD	ROSEBURG	WESTFIR
CLATSKANIE	HAINES	MERRILL	RUFUS	WESTON
COBURG	HALFWAY	METOLIUS	SALEM	WHEELER
COLUMBIA CITY	HALSEY	MILLCITY	SANDY	WILLAMINA
CONDON	HAPPY VALLEY	MILLERSBURG	SCAPPOUSE	WILSONVILLE
COOSBAY	HARRISBURG	MILTON-	SCIO	WINSTON
COQUILLE	HELIX	FREEWATER	SCOTT MILLS	WOOD VILLAGE
CORNELIUS	HEPPNER	MILWAUKIE	SEASIDE	WOODBURN
CORVALLIS	HERMISTON	MITCHELL	SENECA	YACHATS
COTTAGE GROVE	HILLSBORO	MOLALLA	SHADY COVE	YAMHILL
COVE	HINES	MONMOUTH	SHANIKO	YONCALLA
CRESWELL	HOOD RIVER	MONROE	SHERIDAN	This may not be a
CULVER	HUBBARD	MONUMENT	SHERWOOD	complete list of all
DALLAS	HUNTINGTON	MORO	SILETZ	Oregon cities, but all
DAMASCAS	IDANHA	MOSIER	SILVERTON	other Oregon cities
DAYTON	IMBLER	MT ANGEL	SISTERS	shall be incorporated
DAYVILLE	INDEPENDENCE	MT VERNON	SODAVILLE	by this reference.



**Hawaii’s Counties**

Hawaii	Honolulu	Kalawao	Kaua’i	Maui
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## **Intergovernmental Cooperative Purchasing Agreement**

This Intergovernmental Agreement (Agreement) is by and between the “Lead Contracting Agency” and participating government entities (“Participating Agencies”), that are members of National Purchasing Partners (“NPPGov”), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as “parties” to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov’s marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;



NOW, THEREFORE, the parties agree as follows:

### **ARTICLE 1: LEGAL AUTHORITY**

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

### **ARTICLE 2: APPLICABLE LAWS**

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

### **ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT**

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.



**ARTICLE 4: PAYMENT OBLIGATIONS**

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

**ARTICLE 5: COMMENCEMENT DATE**

This Agreement shall take effect after execution of the “Lead Contracting Agency Endorsement and Authorization” or “Participating Agency Endorsement and Authorization,” as applicable.

**ARTICLE 6: TERMINATION OF AGREEMENT**

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to “Lead Contracting Agency”

**ARTICLE 7: ENTIRE AGREEMENT**

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**ARTICLE 8: CHANGES AND AMENDMENTS**

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

**ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF “THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION” OR “PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION,” AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.**




## **LEAGUE OF OREGON CITIES ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of the League of Oregon Cities (“Lead Contracting Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:  
  
38C546F8869143E...

Date: 3/26/2020

BY:

ITS:

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**PARTICIPATING AGENCY  
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of \_\_\_\_\_ (“Participating Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of \_\_\_\_\_ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

\_\_\_\_\_  
BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

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

**Participating Agency Contact Information:**

Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Email: \_\_\_\_\_





CITY OF CORONA, CA

# STANDARDS OF COVERAGE AND HEADQUARTERS SERVICES ASSESSMENT VOLUME 1 OF 2 - TECHNICAL REPORT

NOVEMBER 22, 2019



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**VOLUME 2 of 2 – Map Atlas (separately bound)**



## EXECUTIVE SUMMARY

The City of Corona (City) Fire Department (Department) retained Citygate Associates, LLC (Citygate) to conduct a comprehensive update of its 2013 Standards of Coverage (SOC) and headquarters services assessment to provide an ongoing foundation for fire service planning. The goal of this assessment is to identify both current services and desired service levels and then to assess the City's ability to provide them. Citygate has provided recommendations to improve Department operations and services.

This report is presented in several parts, including this Executive Summary outlining the most significant findings and recommendations; the fire station/crew deployment analysis supported by maps and response statistics; and an assessment of headquarters services. A separate Map Atlas (**Volume 2**) contains all the maps referenced throughout this report. Overall, there are 22 findings and 11 specific action recommendations.

### **POLICY CHOICES FRAMEWORK**

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There are no mandatory federal or state regulations directing the level of fire service staffing, response times, or outcomes. Thus, the level of fire protection services provided is a matter of *local policy decision*. Communities have the level of fire services they choose to “purchase” and can afford, which may not always be the level desired. However, if services are provided at all, local, State, and federal regulations relating to firefighter and citizen safety must be followed.

### **OVERALL SUMMARY OF FIRE CREW DEPLOYMENT**

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Citygate finds that the Department is well organized to accomplish its mission to serve an urban population in a municipal land-use pattern. The Department is using best practices and is data driven, as necessary.

Simply summarized, fire service deployment is about the *speed* and *weight* of the response. *Speed* refers to initial response (first-due) of all-risk intervention resources (engines, trucks, and/or ambulances) strategically deployed across a jurisdiction for response to emergencies within a time interval to achieve desired outcomes. *Weight* refers to the multiple-unit Effective Response Force (ERF), also commonly called a First Alarm, deployed for more serious emergencies, such as building fires, multiple-patient medical emergencies, vehicle collisions with extrication required, or technical rescue incidents. In these situations, a sufficient number of firefighters must be assembled within a reasonable time interval to safely control the emergency and prevent it from escalating into a more serious event.

If desired outcomes include limiting building fire damage to only part of the inside of an affected building and/or minimizing permanent impairment resulting from a medical emergency, then



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initial units should arrive within 7:30 minutes from 9-1-1 notification, and a multiple-unit ERF should arrive within 11:30 minutes of 9-1-1 notification at the City's 9-1-1 dispatch center, all at 90 percent or better reliability. Total response time to emergency incidents includes three distinct components: (1) 9-1-1 call processing/dispatch time; (2) crew turnout time; and (3) travel time. Recommended best practices for these response components are 1:30 minutes, 2:00 minutes, and 4:00/8:00 minutes respectively for first-due and multiple-unit ERF responses in urban areas.

The City's current fire station system provides the following first-due unit response times across a variety of population density/risk areas for emergency medical and fire incident types. As Table 1 shows, no station area receives service close to 7:30 minutes, a best practice goal for an urban area.

**Table 1—Call to Arrival Analysis**

Station	2018
Department-wide	09:37
Station 1	08:56
Station 2	09:49
Station 3	09:32
Station 4	10:07
Station 5	11:28
Station 6	09:09
Station 7	10:19

The Department's dispatch processing time to 90 percent of the fire/EMS incidents is 3:23 minutes, more than double a national best practice recommendation of 1:30 minutes. At 2:12 minutes, the fire crew turnout times are *just* over a Citygate recommendation of 2:00 minutes. However, the times in Table 1 do reflect a slower *travel* time than the preferred 4:00 minutes for 90 percent of the incidents in an urban population density, as Table 2 displays.



**Table 2—Travel Analysis – Surface Streets Only**

Station	2018
Department-wide	05:17
Station 1	04:38
Station 2	05:27
Station 3	05:02
Station 4	05:39
Station 5	06:14
Station 6	04:59
Station 7	07:14

The overall longer-than-desired first-due unit travel times are *not* the result of a lack of fire stations. They are more the result of the non-grid street network in some sections of the City, topography, natural and built barriers (hills and highways), simultaneous incidents at peak hours of the day, and traffic congestion. The Department-wide call to arrival of 9:37 minutes could be improved with a reduction of 2:00 minutes from dispatch and crew turnout time, resulting in 7:37 minutes, which is very close to Citygate’s recommendation of 7:30 minutes.

In terms of emergency incident workload per unit, no single fire unit or station area is approaching workload saturation; however, during peak hours of the day, there is a significant simultaneous incident rate of at least two incidents at once 47.5 percent of the time. If more than two medical incidents are active and a building fire should occur, the Department would need to depend on mutual aid which, given Corona’s geographic isolation, does not come quickly from all sides.

As calls for service continue to increase and because three incidents occur simultaneously 14.3 percent of the time, the Department should keep close watch on response times and unit response capacity. As workload approaches Citygate’s recommended threshold, the City should consider a peak-activity engine or squad during the highest workload times of the day/week.

### **OVERALL SUMMARY OF HEADQUARTERS SERVICES**

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Across all the headquarters programs, there is insufficient Office Assistant (clerical) capacity. There are only three office support positions in the entire Department, supporting 16 technical positions across the Department’s management and specialty program functions, in addition to fire station personnel with specialty assignments.

The absence of office support has significantly impacted the Department’s ability to achieve many of its higher-level goals and objectives *in a timely, cost-effective manner*, including research, data collection, analysis, program evaluation, planning, and special projects. Chief officers and the



technical positions, such as fire prevention and emergency management, should be performing the higher-level tasks for which they are compensated. Further, in several areas, the Department's administration team has a single point of failure without redundant capacity for critical Department-level business processes and customer services, including accounts payable/receivable, payroll, grants management, and Fire-Department-specific human resources.

After the last Strategic Plan, including a detailed follow-up Master Plan, Fire Prevention has achieved most of its planned goals and does not need further recommendations at this time, other than increasing overall fire headquarters office support staff, which will provide redundancy and reduce single point-of-failure potential for support to their programs.

The City should consider adding 1.5 Office Assistant positions over the next two fiscal years to relieve critical workload capacity gaps and to provide redundant capacity for critical business services and processes in the Administration Division.

Further, many higher-level program management tasks are assigned to shift Battalion Chiefs. As such, approximately 60–70 percent of the Battalion Chiefs' work time is spent managing Department-level programs/projects and performing administrative and clerical tasks. They are *not spending adequate time* supervising, mentoring, and providing quality control for fire crews. Emergency responses also reduce the time available for administrative tasks. Finally, there are several large administrative projects approaching, including hiring and fire station replacement, which require management time. Two key programs—training and emergency medical services—are being supported by one Fire Captain each, not a chief officer.

The Department needs to add one 40-hour-per-week Administration Battalion Chief to relieve significant administrative workload capacity gaps in headquarters operations.

### ***DEPLOYMENT KEY FINDINGS AND RECOMMENDATIONS***

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The following are findings and recommendations regarding deployment presented throughout this report.

**Finding #1:** The Department has established response performance objectives partially consistent with best practice recommendations as published by the Commission on Fire Accreditation International. However, the City Council has not recently adopted a response time goal that begins with the 9-1-1 call receipt, nor goals for all types of emergency risk outcomes.

**Finding #2:** The Department has a standard response plan that considers risk and establishes an appropriate initial response for each incident type; each type of call for service receives the combination of engines, trucks, specialty units, and command officers



customarily needed to effectively control that type of incident based on Department experience.

- Finding #3:** The current fire station placement provides a first response unit for all the City's major neighborhoods.
- Finding #4:** Fire unit travel times are longer than a best practice and Department goal of 4:00 minutes due to the terrain, curvilinear road network in many parts of the City, and traffic congestion.
- Finding #5:** Due to the road network design and terrain, absent traffic congestion, 75 percent of the City's public streets are within a 4:00-minute travel time of a fire station. Traffic congestion during many of the daylight hours reduces the 4:00-minute coverage to only 52 percent of the City's public streets, which is 23 percent less than without traffic congestion.
- Finding #6:** The Department's service demand is consistent, indicating the need for a 24-hour-per-day, seven-day-per-week fire and EMS emergency response system.
- Finding #7:** The overall number of simultaneous incidents has been slowly increasing since 2014. The largest impact of simultaneous incidents is felt in Station 1's district. This further shifts workload to other companies at peak hours of the day.
- Finding #8:** Call processing performance, at 3:23 minutes for 90 percent of the fire/EMS incidents, is significantly slower than a best practice recommendation of 1:30 minutes.
- Finding #9:** Crew turnout performance, at 2:12 minutes, is only slightly slower than a Citygate-recommended goal of 2:00 minutes or less to 90 percent of the fire/EMS incidents.
- Finding #10:** First-due unit travel time, at 5:17 minutes on *surface streets* to 90 percent of the fire/EMS incidents Citywide, is slower than the Department's and a best practice goal of 4:00 minutes.
- Finding #11:** The Department's call to arrival time to 90 percent of the fire/EMS incidents, at 9:37 minutes, is slower than Citygate's recommended goal of 7:30 minutes. This result is primarily due to longer call processing and travel times.
- Finding #12:** If a total of 2:00 minutes can be saved in dispatch and crew turnout time, then call to arrival is reduced from 9:37 minutes to 7:37 minutes, which is very close to a goal of 7:30 minutes.



**Finding #13:** The Effective Response Force (First Alarm) Call to Arrival times at 11:49 minutes, are very good and only slightly longer than the best practice and Citygate-recommended goal of 11:30 minutes.

The following Citygate recommendations are not listed in a priority order of importance; they are numbered in the order in which they appear in the technical report.

**Recommendation #1:** Adopt Updated Deployment Policies: The City Council should adopt *updated*, complete performance measures to aid deployment planning and to monitor performance. The measures of time should be designed to deliver outcomes that will save patients when possible and to keep small but serious fires from becoming more serious. With this in mind, Citygate recommends the following measures:

- 1.1** Distribution of Fire Stations: To treat pre-hospital medical emergencies and control small fires, the first-due unit should arrive within 7:30 minutes, 90 percent of the time from the receipt of the 9-1-1 call at City dispatch. This equates to a 90-second dispatch time, a 2:00-minute company turnout time, and a 4:00-minute travel time.
- 1.2** Multiple-Unit Effective Response Force for Serious Emergencies: To confine building fires near the room of origin, keep vegetation fires under one acre in size, and treat multiple medical patients at a single incident, a multiple-unit ERF of at least 17 personnel, including at least one Battalion Chief, should arrive within 11:30 minutes from the time of 9-1-1 call receipt at City dispatch 90 percent of the time. This equates to a 90-second dispatch time, 2:00-minute company turnout time, and 8:00-minute travel time.
- 1.3** Hazardous Materials Response: Provide hazardous materials response designed to protect the City from the hazards associated with uncontrolled release of hazardous and toxic materials. The fundamental mission of the Department's response is to isolate the hazard, deny entry into the hazard zone, and notify appropriate officials/resources to minimize impacts on the community. This can be achieved with a first-due total response time of 7:30 minutes or less to provide initial hazard evaluation and/or mitigation actions. After the initial evaluation is completed, a determination can be made whether to request additional resources from the regional hazardous materials team.



- 1.4** Technical Rescue: Respond to technical rescue emergencies as efficiently and effectively as possible with enough trained personnel to facilitate a successful rescue with a first-due total response time of 7:30 minutes or less to evaluate the situation and/or initiate rescue actions. Following the initial evaluation, assemble additional resources as needed within a total response time of 11:30 minutes to safely complete rescue/extrication and delivery of the victim to the appropriate emergency medical care facility.

**Recommendation #2:** The City's 9-1-1 dispatch center must design and implement substantial personnel and/or technology improvements to lower fire and EMS incident processing times to a national best practice of 1:30 minutes.

**Recommendation #3:** The Department should closely track response time performance during peak hours and, when response time and/or unit workloads decay substantially, consider a peak-activity unit (engine or squad) to capture simultaneous incidents and to backfill units at training during peak hours of the day.

#### ***HEADQUARTERS SERVICES KEY FINDINGS AND RECOMMENDATIONS***

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The following are findings and recommendations regarding headquarters presented throughout the full report. These findings and recommendations are not listed in a priority order of importance; they are numbered in the order in which they appear in the technical report.

**Finding #14:** The office support and finance positions were reduced during the recession. The remaining three positions are insufficient to support all the headquarters programs and personnel. This results in senior managers performing their own support work instead of their core duties.

**Finding #15:** The City uses two 40-hour Fire Captains (ranked lower than platoon Battalion Chiefs) for training and EMS program oversight. As peers to the Fire Captains, they hold limited management authority. Also, many administrative programs have been delegated to shift personnel, resulting in the possibility of a single point of failure when the shift person is not available.

**Finding #16:** The Department does not have a robust career development program or succession plan training. Given the normal turnover the Department experiences, it must prepare future supervisors and leaders before they are urgently needed.



**Finding #17:** The Department's Emergency Services Coordinator had no dedicated staff until the recent addition of one grant-funded, part-time position. As such, the City's emergency management policies, procedures, and plans need review and updating.

**Finding #18:** The City's consolidated fleet maintenance program does not currently employ certified fire mechanics. As a result, the Department sends the fire apparatus to outside vendors, frequently at a higher labor rate—a blended \$123 per hour as compared to the City's \$75 per hour rate.

**Finding #19:** The use of outside fire apparatus vendors requires considerable coordination by the Department, as well as qualified drivers from the Fleet Division or Fire Department to deliver and pick up apparatus.

**Finding #20:** Overall, the fire apparatus repair program appears to be inefficient and requires considerable management time, and the high use of outside vendors may not be cost effective.

**Finding #21:** Since the recession, the City has been unable to fund more than small repairs to the oldest fire stations and has not funded the 2013 long-term rehabilitation plan that was prepared.

**Finding #22:** While the City has recently funded the replacement of two engines and two ladder trucks, it does not have a long-term plan for the timely replacement of all apparatus. Prior to these four purchases, the average apparatus replacement age was 28 years. A normal expectation for replacement age is 20 years.

**Recommendation #4:** The headquarters office support position plan to add 1.5 FTE positions from FY 20/21 through FY 21/22 is appropriate and should be funded.

**Recommendation #5:** The City should improve the sustainability of medical patient documentation and treatment review and follow-up. One shift-assigned firefighter/Paramedic manages the Continuous Quality Improvement program for all shifts. There is no replacement to fill this critical function when this employee is on leave or otherwise unavailable.

**Recommendation #6:** An Administrative Battalion Chief should be added to provide management oversight to training, EMS, and the two assigned 40-hour Fire Captains. Additionally, due to the complexity of the programs, Fleet Management and Facilities Management should be assigned to the Administrative Battalion Chief.



- Recommendation #7:** The Department must create a career development and succession plan based on planned needs due to the time in career for the oldest members of the Department at all ranks.
- Recommendation #8:** The Emergency Management Division needs to update all of Corona's emergency preparedness policies, procedures, and plans, which include the City's Emergency Operations Plan and the Continuity of Operations Plan. Additional focus should be given to revamping community preparedness programs.
- Recommendation #9:** The City should deeply study the fire apparatus repair program and verify that the current frequent use of outside vendors and lack of certified fire apparatus mechanics is cost effective from all measures of cost, safety, and best practices.
- Recommendation #10:** The City should identify a long-term funding strategy for capital repair and, as needed, replacement of the oldest fire stations.
- Recommendation #11:** The City should adopt a long-term replacement funding strategy for the timely replacement of fire apparatus instead of waiting until apparatus are overdue and identifying one-time funding sources.

### ***NEXT STEPS***

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- ◆ Review and absorb the content, findings, and recommendations of this report.
- ◆ Adopt revised response performance goals as recommended.
- ◆ Request staff to identify immediate, medium-term, and long-term priorities.
- ◆ Request that staff return, as part of the budget process, with an implementation plan based on priorities that covers several fiscal years to implement the recommendations in this study.



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## **SECTION 1—INTRODUCTION AND BACKGROUND**

The City of Corona (City) Fire Department (Department) retained Citygate Associates, LLC (Citygate) to conduct a comprehensive update of the 2013 Standards of Coverage (SOC) and headquarters services assessment to provide an ongoing foundation for future fire service planning. The goal of this assessment is to identify both current services and desired service levels and then to assess the City’s ability to provide them. Citygate’s scope of work and corresponding Work Plan were developed consistent with Citygate’s Project Team members’ experience in fire administration and deployment. Citygate utilizes various National Fire Protection Association (NFPA) and Insurance Services Office (ISO) publications as best practice guidelines, along with the self-assessment criteria of the Commission on Fire Accreditation International (CFAI).

### **1.1 REPORT ORGANIZATION**

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This report is organized into the following sections. **Volume 2** (Map Atlas) is separately bound.

<b>Executive Summary</b>	Summary of current services and significant future challenges.
<b>Section 1</b>	Introduction and Background: An introduction to the study and background facts about the City of Corona.
<b>Section 2</b>	Standards of Coverage Assessment: An overview of the SOC process and detailed analysis of existing deployment policies, outcome expectations, community risk, critical tasks, distribution and concentration effectiveness, reliability and historical response effectiveness, and overall deployment evaluation.
<b>Section 3</b>	Headquarters Services Assessment: An assessment of the Department’s headquarters staffing for administration and oversight.
<b>Appendix A</b>	Risk Assessment

In this report, the term “Department” will be used when referring to the fire agency itself, and the term “City” will be used when referring to the City of Corona.

#### **1.1.1 Goals of the Report**

This report cites findings and makes recommendations, as appropriate, related to each finding. Findings and recommendations throughout this report are sequentially numbered. A complete list of these same findings and recommendations is provided in the Executive Summary.



This document provides technical information about how fire services are provided and legally regulated and the way the Department currently operates. This information is presented in the form of recommendations and policy choices for consideration by the Department and City.

The result is a solid technical foundation upon which to understand the advantages and disadvantages of the choices facing Department and City leadership regarding the best way to provide fire services and, more specifically, at what level of desired outcome and expense.

### **1.1.2 Limitations of the Report**

In the United States, there are no federal or state regulations requiring a specific minimum level of fire services. Each community, through the public policy process, is expected to understand the local fire and non-fire risks and its ability to pay for services, and then choose its level of fire services. *If* fire services are provided at all, federal and state regulations specify how to safely provide them for the public and for the personnel providing the services.

While this report and technical explanation can provide a framework for the discussion of Department services, neither this report nor the Citygate team can make the final decisions or assess the cost of every alternative in detail. Once final strategic choices receive policy approval, City staff can conduct final costing and fiscal analyses as typically completed in its normal operating and capital budget preparation cycle.

## **1.2 PROJECT APPROACH AND SCOPE OF WORK**

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### **1.2.1 Project Approach and Research Methods**

Citygate utilized multiple sources to gather, understand, and model information about the City and the Department. Citygate requested a large amount of background data and information to better understand current costs, service levels, history of service level decisions, and other prior studies.

In subsequent site visits, Citygate performed focused interviews of the Department's project team members and other project stakeholders. Citygate reviewed demographic information about the City and the potential for future growth and development. Citygate also obtained map and response data from which to model current and projected fire service deployment with the goal to identify the location(s) of stations and crew quantities required to best serve the City and to facilitate deployment planning.

Once Citygate gained an understanding of the Department's service area and its fire and non-fire risks, the Citygate team then developed a model of fire services that was tested against the travel time mapping and prior response data to ensure an appropriate fit. Citygate also evaluated future City growth and service demand by risk type and evaluated potential alternative emergency service delivery models. Citygate has proposed an approach to address current needs with effective and



efficient use of existing resources. The result is a framework for enhancing Department services while meeting reasonable community expectations and fiscal realities.

### **1.2.2 Project Scope of Work**

Citygate's approach to this SOC assessment involved:

- ◆ Reviewing information provided by the Department and City, conducting stakeholder listening sessions, and using strengths, weaknesses, opportunities, and threats (SWOT) questionnaires.
- ◆ Utilizing FireView™, a geographic mapping program, to model fire station travel time coverage.
- ◆ Using StatsFD™, an incident response time analysis program, to review the statistics of prior incident performance and plot the results on graphs and mapping exhibits.
- ◆ Reviewing projected City population and related development growth.
- ◆ Projecting future service demand by risk type.
- ◆ Identifying and evaluating potential alternate service delivery models.
- ◆ Recommending appropriate risk-specific response performance goals.
- ◆ Identifying a long-term strategy, including incremental short- and mid-term goals, to achieve desired response performance objectives.
- ◆ Utilizing the CFAI self-assessment criteria, NFPA 1201 – Standard for Providing Emergency Services to the Public, and other NFPA standards as the basis for evaluating support services, including administration, dispatch, fire prevention, safety, training, and facility and equipment maintenance.

## **1.3 CITY OVERVIEW**

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The City of Corona is located approximately 45 miles southeast of Los Angeles in western Riverside County. The community is situated at the base of the mountainous Cleveland National Forest on an alluvial plain leading down, or north, to the Santa Ana River. In 2018, the City's population was 168,574 and the City limits covered approximately 39.2 square miles. However, the Fire Department responds to a larger service area, totaling 50.5 square miles and containing approximately 7,165 additional residents, due to contracts with Riverside County. In 2018, the City contained 30,630 housing units with an average population per unit of 3.41 people.

The City of Corona was incorporated in 1896 under the general laws of the State of California. The City operates under a Council-Manager form of government and provides the following



**City of Corona Fire Department**  
*Standards of Coverage and Headquarters Services Assessment*

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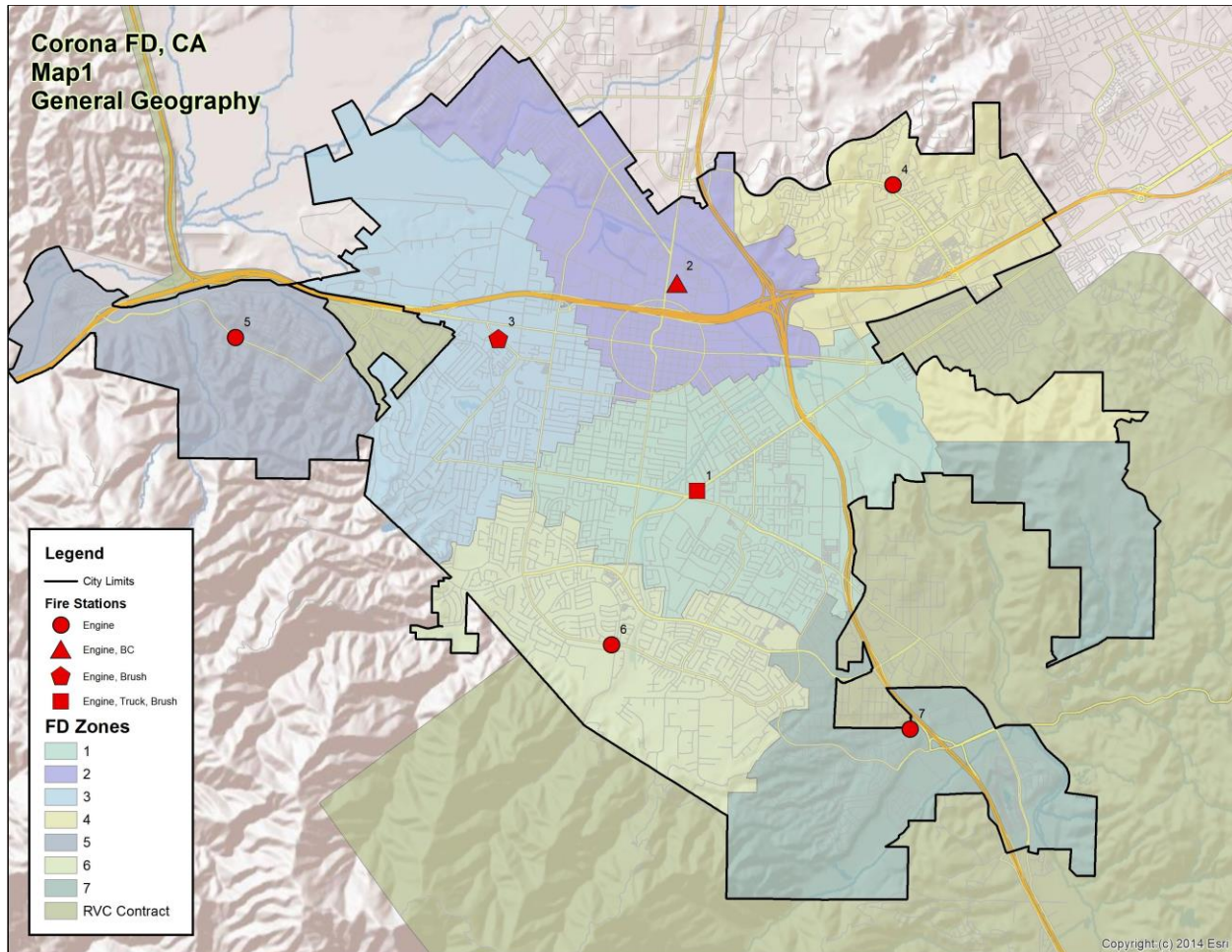
services: public safety (police and fire), highways and streets, electric, public library, parks, public improvements, planning and zoning, and public transportation. Water and water reclamation services are provided through the legally separate Corona Utility Authority, which functions as a department of the City of Corona.

The Corona Fire Department has a long and proud history. In 1898, a group of spirited citizens met with the goal of protecting their lives and property from fire and formed the Corona Fire Department. From the early days, when the Department purchased its first hose carts for \$99, to the current days of 100-foot aerial tiller trucks being purchased at \$1,000,000, the Department has grown with the community to provide its fire and first responder emergency medical services.

This commitment to public service is evidenced by the insurance underwriting industry's fire department classifications rating reductions the Department has received. In 1935, the City received an ISO rating of 9; 9 is the lowest and 1 is best possible rating. As of 1950, the rating improved to a 6. In 1970, the Corona Fire Department rating was 4. In 1980, the rating was 3. From 1990 through the latest rating in 2016, the Corona Fire Department joined a select group of departments Statewide with a rating of 2.



**Figure 1—Fire Station Districts and General Geography**



## **1.4 FIRE DEPARTMENT OVERVIEW**

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Corona’s Fire Department operates out of seven strategically located fire stations. All fire stations deliver fire and emergency medical services (EMS). The Department has a daily constant (minimum/maximum) staffing of 33 firefighting personnel on duty operating seven fire engines (four firefighters each), one ladder truck (four firefighters), and one Battalion Chief. In addition, the Department also cross-staffs (using fire engine staff) two brush fire units and two specialty units for wildland responses, a water tender (large capacity vehicles carrying water for fire suppression) in areas where fire hydrants are not available, hazardous materials response units, an urban search and rescue unit, and reserve apparatus and light-duty vehicles.

All response personnel are trained to either the Emergency Medical Technician (EMT) level, capable of providing Basic Life Support (BLS) pre-hospital emergency medical care, or EMT-Paramedic (Paramedic) level, capable of providing Advanced Life Support (ALS) pre-hospital



emergency medical care. Ground Paramedic ambulance service is provided by AMR under contract to Riverside County.

Response personnel are also trained to the United States Department of Transportation Hazardous Material First Responder Operations level to provide initial hazardous material incident assessment, hazard isolation, and support for a hazardous material response team. Four personnel per shift are further trained to the Hazardous Materials Technician level as members of a regional hazardous materials response team.

All types of technical rescues for the Corona Fire Department are conducted by the on-duty staffing trained in confined space, trench rescue, and low-angle rescue. On-duty units are also trained to the operational level to assist the technicians.

#### **1.4.1 Facilities and Resources**

The Department provides services from seven fire stations, as shown in the following table.

**Table 3—Stations and Assigned Resources**

<b><u>Minimum</u> Per Unit</b>	<b>Staff Type and Amount</b>		<b>Extended</b>
7 Engines	4	Firefighters per day	28
1 Ladder Truck	4	Firefighters per day	4
1 Battalion Chief	1	Per day for command	1
<b>Total 24-Hour Personnel</b>			<b>33</b>



## SECTION 2—STANDARDS OF COVERAGE ASSESSMENT

This section provides a detailed analysis of the Department’s current ability to deploy and mitigate emergency risks within its service area. The response analysis uses prior response statistics and geographic mapping to help the Department and the community visualize what the current response system can and cannot deliver.

### 2.1 STANDARDS OF COVERAGE PROCESS OVERVIEW

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The core methodology used by Citygate in the scope of its deployment analysis work is the *Standards of Cover*, 5<sup>th</sup> and 6<sup>th</sup> editions, which is a systems-based approach to fire department deployment published by the CFAI. This approach uses local risk and demographics to determine the level of protection best fitting a community’s needs.

The SOC method evaluates deployment as part of a fire agency’s self-assessment process. This approach uses risk and community expectations regarding outcomes to help elected officials make informed decisions regarding fire and EMS deployment. Citygate has adopted this multiple-part systems approach as a comprehensive tool to evaluate fire station locations. Depending on the needs of the study, the depth of the components may vary.

Such a systems approach to deployment, rather than a one-size-fits-all, prescriptive formula, allows for local determination. In this comprehensive approach, each agency can match local needs (risks and expectations) with the costs of various levels of service. In an informed public policy debate, a governing board “purchases” the fire and emergency medical service levels the community needs and can afford.

While working with multiple components to conduct a deployment analysis is admittedly more work, it yields a much better result than using only a single component. For instance, if only travel time is considered, and frequency of multiple calls is not, the analysis could miss over-worked companies. If a risk assessment for deployment is not considered, and deployment is based only on travel time, a community could under-deploy to incidents.



Table 4 describes the eight elements of the SOC process.

**Table 4—Standards of Coverage Process Elements**

SOC Element		Description
1	Existing Deployment Policies	Reviewing the deployment goals the agency has in place today.
2	Community Outcome Expectations	Reviewing the expectations of the community for response to emergencies.
3	Community Risk Assessment	Reviewing the assets at risk in the community. (For this report, see Appendix A—Risk Assessment.)
4	Critical Task Analysis	Reviewing the tasks that must be performed and the personnel required to deliver the stated outcome expectation for the ERF.
5	Distribution Analysis	Reviewing the spacing of first-due resources (typically engines) to control routine emergencies.
6	Concentration Analysis	Reviewing the spacing of fire stations so that more complex emergencies can receive sufficient resources in a timely manner (First Alarm Assignment or the ERF).
7	Reliability and Historical Response Effectiveness Analysis	Using prior response statistics to determine the percent of compliance the existing system delivers.
8	Overall Evaluation	Proposing Standards of Coverage statements by risk type, as necessary.

Source: CFAI *Standards of Cover*, 5<sup>th</sup> Edition

Simply summarized, fire service deployment is about the *speed* and *weight* of the response. *Speed* refers to initial response (first-due) of all-risk intervention resources (engines, trucks, and/or ambulances) strategically deployed across a jurisdiction for response to emergencies within a time interval to achieve desired outcomes. *Weight* refers to the multiple-unit Effective Response Force (ERF), also commonly called a First Alarm, deployed for more serious emergencies, such as building fires, multiple-patient medical emergencies, vehicle collisions with extrication required, or technical rescue incidents. In these situations, a sufficient number of firefighters must be assembled within a reasonable time interval to safely control the emergency and prevent it from escalating into a more serious event. The following table illustrates this deployment paradigm.



**Table 5—Fire Service Deployment Paradigm**

Element	Description	Purpose
Speed of Response	Travel time of initial response of all-risk intervention units strategically located across a jurisdiction.	Controlling routine to moderate emergencies to prevent the incident from escalating in size or complexity.
Weight of Response	Number of firefighters in a multiple-unit response for serious emergencies.	Assembling enough firefighters within a reasonable time frame to safely control a more complex emergency without escalation.

Thus, smaller fires and less complex emergencies require a single-unit or two-unit response (engine and/or specialty resource) within a relatively short response time. Larger or more complex incidents require more units and personnel to control. In either case, if the crews arrive too late or the total number of personnel is too few for the emergency, they are drawn into an escalating and more dangerous situation. The science of fire crew deployment is to spread crews out across a community or jurisdiction for quick response to keep emergencies small with positive outcomes, without spreading resources so far apart that they cannot assemble quickly enough to effectively control more serious emergencies.

## **2.2 CURRENT DEPLOYMENT**

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### **SOC ELEMENT 1 OF 8** **EXISTING DEPLOYMENT** **POLICIES**

Nationally recognized standards and best practices suggest using several incremental measurements to define response time. Ideally, the clock start time is when the 9-1-1 dispatcher receives the emergency call. In some cases, the call must then be transferred to a separate fire dispatch center. In this setting, the response time clock starts when the fire dispatch center receives the 9-1-1 call into its computer-aided dispatch (CAD) system. Response time increments include dispatch center call processing, crew alerting, response unit boarding (commonly called turnout time), and actual driving (travel) time.

The following are the Department's response time goals, which have not been adopted by the City Council:

- ◆ First-due unit for all emergency types – 6:50 minutes from City dispatch answer to 90 percent of fire and EMS incidents
  - This total response time consists of 1:00 minute dispatch processing, 1:50 minutes crew turnout, and 4:00 minutes travel time



- ◆ For an Effective Response Force (First Alarm) to serious fires and technical events – 10:50 minutes from City dispatch answer
  - This total response time consists of 1:00 minute dispatch processing, 1:50 minutes crew turnout, and 8:00 minutes travel time for the last arriving unit

The Department reports these measures of performance to the City Council. However, these goals do not address response performance to other risks within the City, such as hazardous materials and technical rescue, as recommended by the CFAI. The Department also has a service-level history that can be documented in response times, number of response companies, and minimum staffing.

The NFPA Standard 1710, a recommended deployment standard for career fire departments in urban/suburban areas, currently recommends initial (first-due) intervention unit arrive within a 4:00-minute travel time and recommends arrival of all resources comprising the multiple-unit First Alarm within 8:00 minutes at 90 percent or better reliability.<sup>1</sup>

The most recent published best practices by the NFPA for dispatching have increased the dispatch processing time to 90 seconds and, if there are language barriers, 120 seconds. Further, for crew turnout time, 60 to 80 seconds is recommended depending on the type of protective clothing that must be donned.

If the travel time measures recommended by the NFPA (and Citygate) are added to dispatch processing and crew turnout times recommended by Citygate and best practices, then a realistic, 90 percent, first-unit arrival goal is 7:30 minutes from the time of City dispatch receiving the call. This is comprised of 90 seconds dispatch, plus 2:00 minutes crew turnout, plus 4:00 minutes travel.

**Finding #1:** The Department has established response performance objectives partially consistent with best practice recommendations as published by the Commission on Fire Accreditation International. However, the City Council has not recently adopted a response time goal that begins with the 9-1-1 call receipt, nor goals for all types of emergency risk outcomes.

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<sup>1</sup> NFPA 1710 – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments (2016 Edition).



## 2.2.1 Current Deployment Model

### *Resources and Staffing*

The Department's current deployment model consists of seven engines and one ladder truck, staffed with a minimum of four personnel each, and one Battalion Chief, for a total daily minimum year-round continuous staffing of at least 33 personnel operating from seven fire stations. This deployment model meets the minimum staffing standards for building fires as recommended by NFPA 1710 and provides minimally sufficient personnel for serious fire incidents. The Department has mutual- and/or automatic-aid agreements with other fire agencies in Riverside County, Orange County, and San Bernardino County, and is also a signatory to the County and State of California mutual-aid agreements.

### *Response Plan*

The Department is an all-risk fire agency providing the people it protects with services that include fire suppression; pre-hospital Paramedic (ALS) EMS; hazardous material and technical rescue response; and other non-emergency services, including fire prevention, community safety education, and other related services.

Given these risks, the Department utilizes a tiered response plan calling for different types and numbers of resources depending on incident/risk type. The City's dispatch process selects and dispatches the closest and most appropriate resource types pursuant to the Department's response plan, as shown in Table 6.

**Table 6—Response Plan by Incident Type**

Incident Type	Resources Dispatched	Total Personnel
Single-Patient EMS	1 Engine/Truck, 1 Private Ambulance	6
Vehicle Fire	1 Engine or Truck	4
Building Fire	3 Engines, 1 Ladder Truck, 1 Battalion Chief	17
Wildland Fire	2 Engines, 2 Wildland Engines, 1 Battalion Chief	17
Rescue	2 Engines, 1 Truck, 1 Ambulance, 1 Battalion Chief	15
Hazardous Material	1 Engine, 1 Hazardous Materials Unit, 1 Battalion Chief	9

Source: Fire Department



**Finding #2:** The Department has a standard response plan that considers risk and establishes an appropriate initial response for each incident type; each type of call for service receives the combination of engines, trucks, specialty units, and command officers customarily needed to effectively control that type of incident based on Department experience.

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### 2.3 OUTCOME EXPECTATIONS

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**SOC ELEMENT 2 OF 8**  
**COMMUNITY OUTCOME**  
**EXPECTATIONS**

The SOC process begins by reviewing existing emergency services outcome expectations. This includes determining for what purpose the response system exists and whether the governing body has adopted any response performance measures. If it has, the time measures used must be understood and reliable data must be available.

Current national best practice is to measure percent completion of a goal (e.g., 90 percent of responses) instead of an average measure. Mathematically, this is called a fractile measure.<sup>2</sup> This is because measuring the average only identifies the central or middle point of response time performance for all calls for service in the data set. Using an average makes it impossible to know how many incidents had response times that were far above or just above the average.

For example, Figure 2 shows response times for a fictitious fire department. This agency is small and receives 20 calls for service each month. Each response time has been plotted on the graph from shortest response time to longest response time.

Figure 2 shows that the average response time is 8.7 minutes. However, the average response time fails to properly account for four calls for service with response times far greater than a threshold in which positive outcomes could be expected. In fact, it is evident in Figure 2 that 20 percent of responses are far too slow and that this jurisdiction has a potential life-threatening service delivery problem. Average response time as a measurement tool for fire services is simply not sufficient. This is a significant issue in larger cities if hundreds or thousands of calls are answered far beyond the average point.

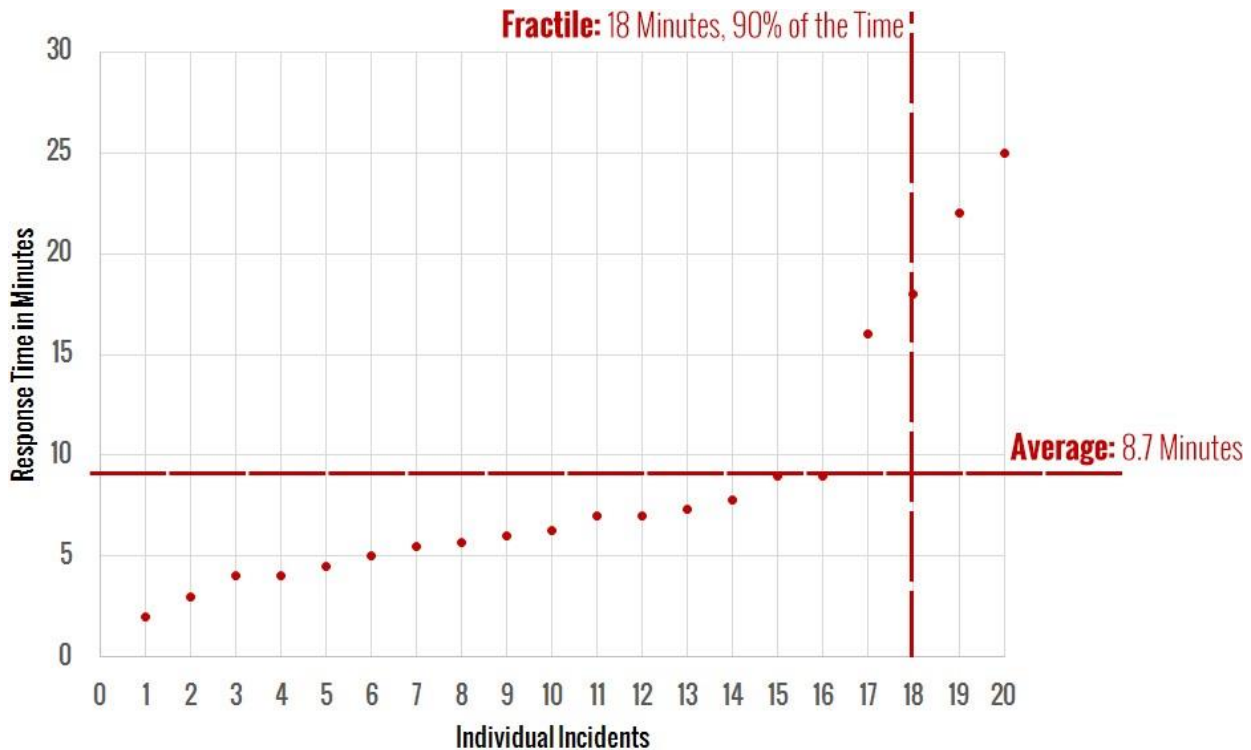
By using the fractile measurement with 90 percent of responses in mind, this small jurisdiction has a response time of 18:00 minutes, 90 percent of the time. This fractile measurement is far more accurate at reflecting the service delivery situation of this small agency.

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<sup>2</sup> A *fractile* is that point below which a stated fraction of the values lie. The fraction is often given in percent; the term percentile may then be used.



**Figure 2—Fractile versus Average Response Time Measurements**



More importantly, within the SOC process, positive outcomes are the goal. From that, crew size and response time can be calculated to allow appropriate fire station spacing (distribution and concentration). Emergency medical incidents include situations with the most severe time constraints. The brain can only survive 4:00 to 6:00 minutes without oxygen. Cardiac arrest, drowning, choking, trauma constrictions, or other similar events can cause oxygen deprivation to the brain. In a building fire, a small incipient fire can grow to involve the entire room in a 6:00- to 8:00-minute time frame. If fire service response is to achieve positive outcomes in severe emergency medical situations and incipient fire situations, *all* responding crews must arrive, assess the situation, and deploy effective measures before brain death occurs or the fire spreads beyond the room of origin.

Thus, from the time of 9-1-1 receiving the call, an effective deployment system is *beginning* to manage the problem within a 7:00- to 8:00-minute total response time. This is right at the point that brain death is becoming irreversible and the fire has grown to the point of leaving the room of origin and becoming very serious. Thus, the City needs a first-due response goal that is within a range to give hope for a positive outcome. It is important to note that the fire or medical emergency continues to deteriorate from the time of inception, not from the time the fire engine starts to drive the response route. Ideally, the emergency is noticed immediately and the 9-1-1 system is activated promptly. This step of awareness—calling 9-1-1 and giving the dispatcher accurate information—



takes, in the best of circumstances, 1:00 minute. Crew notification and travel time take additional minutes. Upon arrival, the crew must approach the patient or emergency, assess the situation, and appropriately deploy its skills and tools. Even in easy-to-access situations, this step can take 2:00 minutes or more. This time frame may be increased considerably due to long driveways, apartment buildings with limited access, multiple-story apartments or office complexes, or shopping center buildings.

Unfortunately, there are times when the emergency has become too severe, even before the 9-1-1 notification and/or fire department response, for the responding crew to reverse; however, when an appropriate response-time policy is combined with a well-designed deployment system, then only anomalies like bad weather, poor traffic conditions, or multiple emergencies slow down the response system. Consequently, a properly designed system will give citizens the hope of a positive outcome for their tax dollar expenditure.

For this report, total response time is the sum of the City's dispatch center dispatch processing, fire crew turnout, and road travel time steps. This is consistent with CFAI best practice recommendations.

## **2.4 COMMUNITY RISK ASSESSMENT**

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### **SOC ELEMENT 3 OF 8** **COMMUNITY RISK** **ASSESSMENT**

The third element of the SOC process is a community risk assessment. Within the context of an SOC study, the objectives of a community risk assessment are to:

- ◆ Identify the values at risk to be protected within the community or service area.
- ◆ Identify the specific hazards with the potential to adversely impact the community or service area.
- ◆ Quantify the overall risk associated with each hazard.
- ◆ Establish a foundation for current/future deployment decisions and risk-reduction / hazard mitigation planning and evaluation.

A *hazard* is broadly defined as a situation or condition that can cause or contribute to harm. Examples include fire, medical emergency, vehicle collision, earthquake, flood, etc. *Risk* is broadly defined as the *probability of hazard occurrence* in combination with the *likely severity of resultant impacts* to people, property, and the community as a whole.

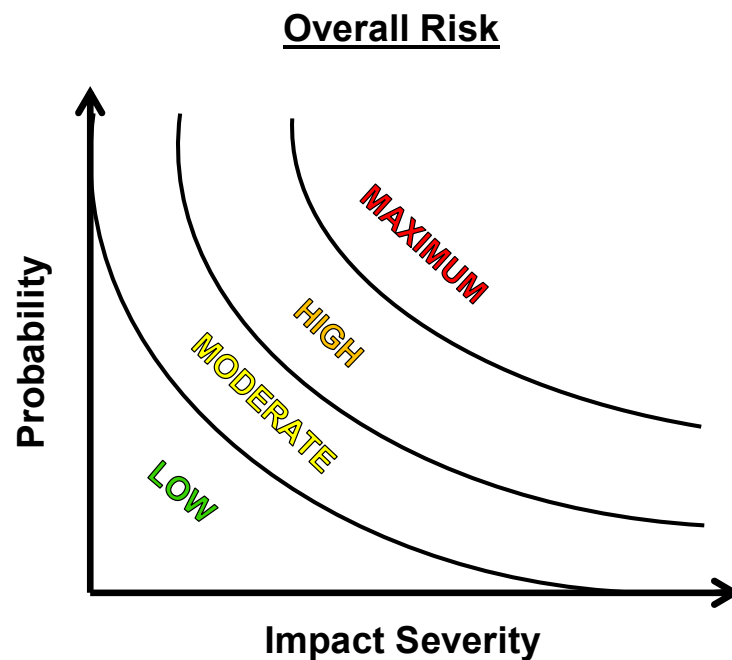
### **2.4.1 Risk Assessment Methodology**

The methodology employed by Citygate to assess community risks as an integral element of an SOC study incorporates the following elements:



- ◆ Identification of geographic planning sub-zones (risk zones) appropriate to the community or jurisdiction.
- ◆ Identification and quantification (to the extent data is available) of the specific values at risk to various hazards within the community or service area
- ◆ Identification of the fire and non-fire hazards to be evaluated.
- ◆ Determination of the probability of occurrence for each hazard.
- ◆ Identification and evaluation of multiple, relevant impact severity factors for each hazard by planning zone using agency-/jurisdiction-specific data and information.
- ◆ Quantification of overall risk for each hazard based on probability of occurrence in combination with probable impact severity as shown in Figure 3.

**Figure 3—Overall Risk**



#### **2.4.2 Values at Risk to Be Protected**

Broadly defined, *values at risk* are those tangibles of significant importance or value to the community or jurisdiction that are potentially at risk of harm or damage from a hazard occurrence. Values at risk typically include people, critical facilities/infrastructure, buildings, and key economic, cultural, historic, and/or natural resources.



## ***People***

Residents, employees, visitors, and travelers through a community or jurisdiction are vulnerable to harm from a hazard occurrence. Particularly vulnerable are specific at-risk populations, including those unable to care for themselves or self-evacuate in the event of an emergency. At-risk populations typically include children less than 10 years of age, the elderly, and people housed in institutional settings. Key demographic data for the City includes the following:

- ◆ Nearly 23 percent of the population is under 10 years or over 65 years of age.
- ◆ The City's population is predominantly Hispanic (44 percent), followed by White (26 percent), Asian (13 percent), other ethnicities (11 percent), and Black/African American (6 percent).
- ◆ Of the population over 24 years of age, 85 percent has earned at least a high school diploma or equivalent.
- ◆ Of the population over 24 years of age, nearly 36 percent has an undergraduate, graduate, or professional degree.
- ◆ Nearly 66 percent of the population 15 years of age or older is in the workforce; of those, 6.65 percent are unemployed.
- ◆ The population below the federal poverty level is 11.6 percent.
- ◆ Nearly 12 percent of the population does not have health insurance coverage.

## ***Critical Infrastructure / Key Resources***

The U.S. Department of Homeland Security defines Critical Infrastructure / Key Resources as those physical assets essential to the public health and safety, economic vitality, and resilience of a community, such as lifeline utilities infrastructure, telecommunications infrastructure, essential government services facilities, public safety facilities, schools, hospitals, airports, etc. A hazard occurrence with significant impact severity affecting one or more of these facilities would likely adversely impact critical public or community services.

## ***Buildings***

The City has more than 51,000 housing units, as well as a large inventory of non-residential occupancies, including office, research, professional services, and retail sales buildings; restaurants/bars; motels; churches; schools; government facilities; healthcare facilities; and other non-residential uses as described in **Appendix A**.



### **2.4.3 Hazard Identification**

Citygate utilizes prior risk studies where available, fire and non-fire hazards as identified by the CFAI, and data and information specific to the agency/jurisdiction to identify the hazards to be evaluated for this report.

Following an evaluation of the fire and non-fire hazards as identified by the CFAI as they relate to services provided by the Department, Citygate evaluated the following five hazards for this risk assessment:

- ◆ Building Fire
- ◆ Wildland Fire
- ◆ Medical Emergency
- ◆ Hazardous Material Release/Spill
- ◆ Technical Rescue

Because building fires and medical emergencies have the most severe time constraints if positive outcomes are to be achieved, the following is a brief overview of building fire and medical emergency risk. **Appendix A** contains the full risk assessment for all five hazards.

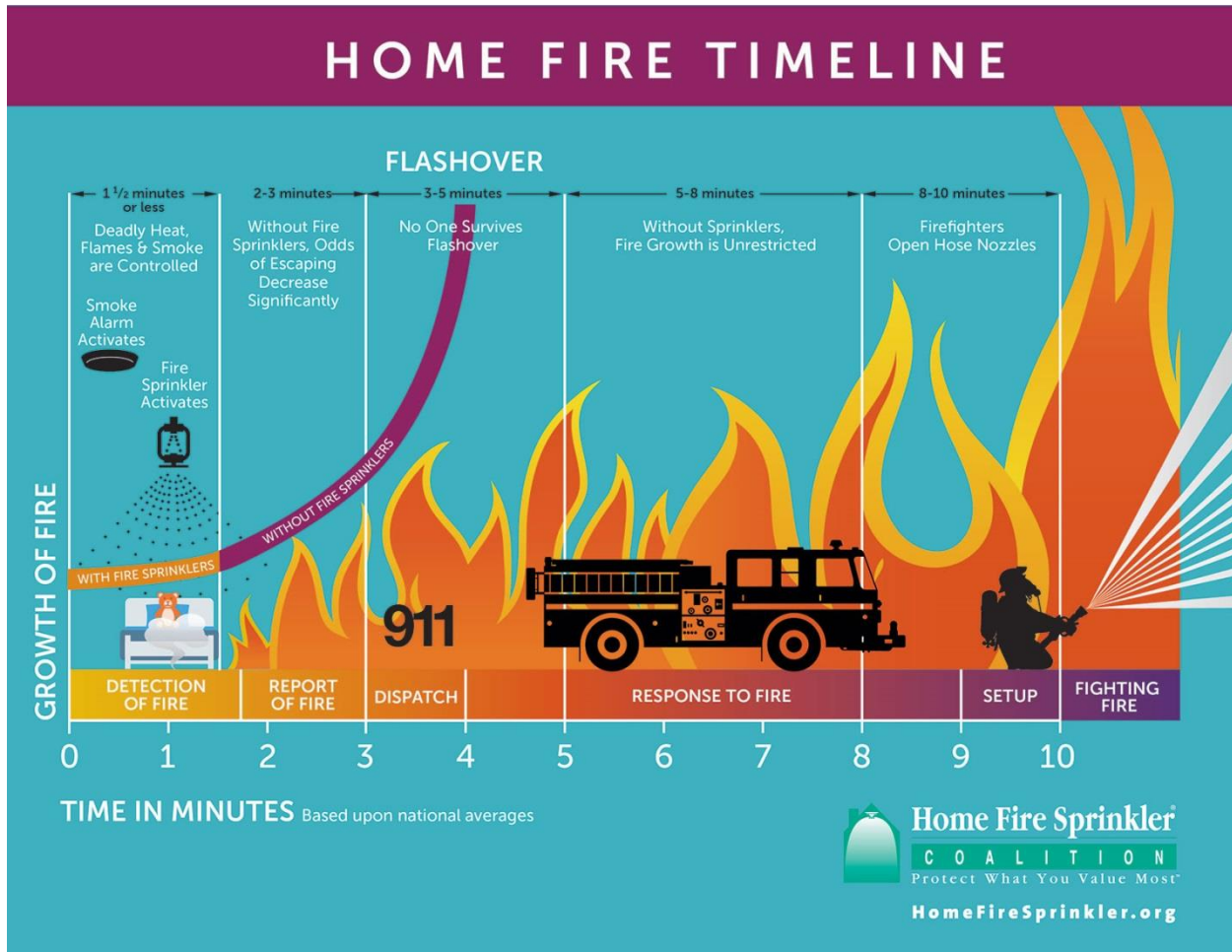
#### ***Building Fire Risk***

One of the primary hazards in any community is building fire. Building fire risk factors include building density, size, age, occupancy, and construction materials and methods, as well as the number of stories, the required fire flow, the proximity to other buildings, built-in fire protection/alarm systems, an available fire suppression water supply, building fire service capacity, fire suppression resource deployment (distribution/concentration), staffing, and response time.

Figure 4 illustrates the building fire progression timeline and shows that flashover, which is the point at which the entire room erupts into fire after all the combustible objects in that room reach their ignition temperature, can occur as early as 3:00 to 5:00 minutes from the initial ignition. Human survival in a room after flashover is extremely improbable.



**Figure 4—Building Fire Progression Timeline**

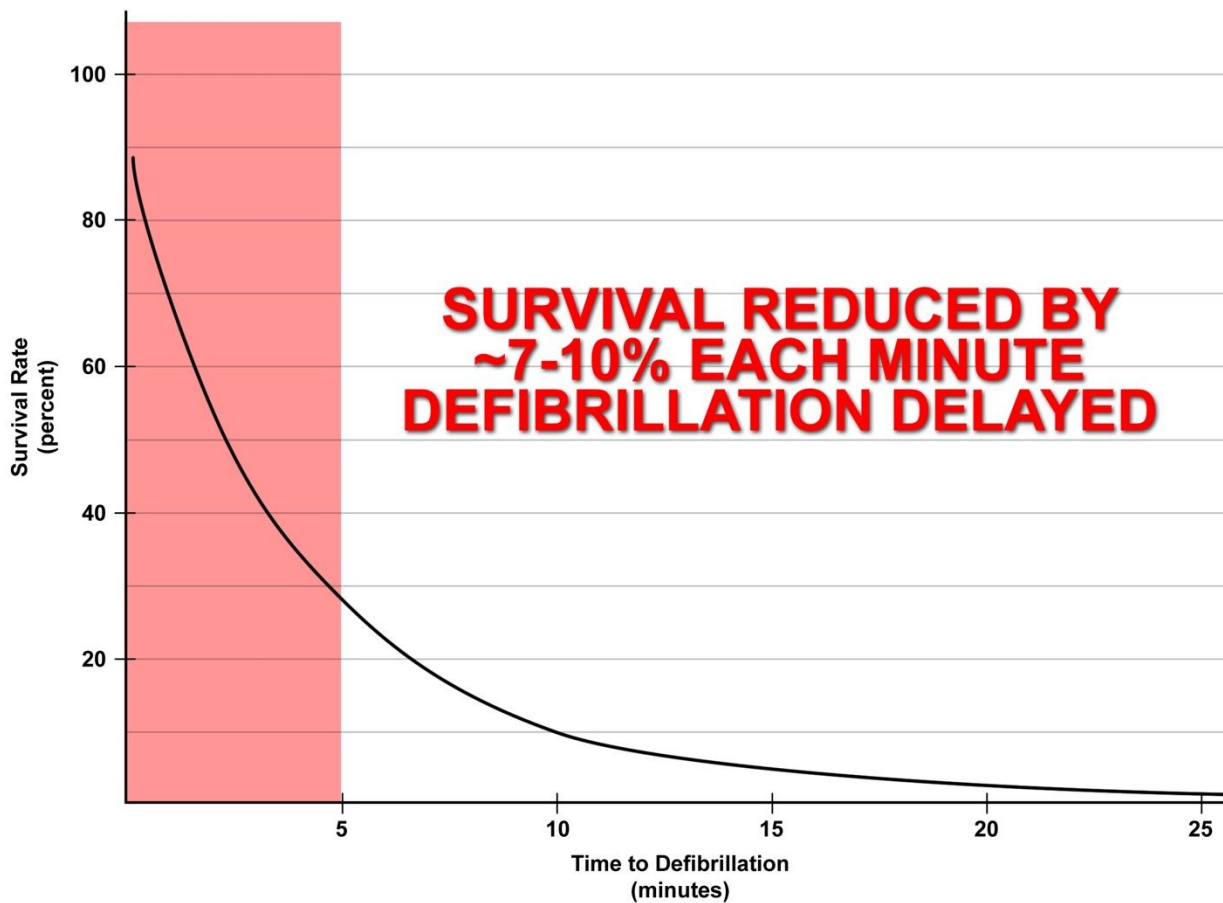


### **Medical Emergency Risk**

Fire agency service demand in most jurisdictions is predominantly for medical emergencies. Figure 5 illustrates the reduced survivability of a cardiac arrest victim as time to defibrillation increases.



**Figure 5—Survival Rate versus Time to Defibrillation**



Source: [www.suddencardiacarrest.org](http://www.suddencardiacarrest.org)

The Department currently provides ALS pre-hospital emergency medical services, with operational personnel trained to the EMT or EMT-Paramedic level.

#### 2.4.4 Risk Assessment Summary

Citygate's assessment of the values at risk and hazards likely to impact the City yields the following. See **Appendix A** for the full risk assessment.

The City has a large inventory of residential, commercial, office, industrial, research, educational, and other non-residential use buildings typical of other California communities of similar size and demographics. The City has significant economic and other resource values to be protected, as identified in this assessment. The City has a mass emergency notification system to effectively communicate emergency information to the public in a timely manner.

The City's overall risk for the five hazards related to emergency services presented in this report range from **Low** to **High**, as summarized in Table 7.



**Table 7—Overall Risk by Hazard (Taken from Table 18)**

Hazard		Planning Zone						
		Sta. 1	Sta. 2	Sta. 3	Sta. 4	Sta. 5	Sta. 6	Sta. 7
1	Building Fire	Low	Low	Low	Low	Low	Low	Low
2	Wildland Fire	Moderate	Moderate	Moderate	Moderate	High	High	High
3	Medical Emergency	High	High	High	Moderate	Moderate	Moderate	Moderate
4	Hazardous Material*	Moderate	Moderate	Moderate	Low	Low	Low	Low
5	Technical Rescue	Low	Low	Low	Low	Low	Low	Low

\* Hazardous Materials also includes CUPA sites in the analysis.

## 2.5 CRITICAL TASK TIME MEASURES—WHAT MUST BE DONE OVER WHAT TIME FRAME TO ACHIEVE THE STATED OUTCOME EXPECTATION?

### SOC ELEMENT 4 OF 8 CRITICAL TASK TIME STUDY

SOC studies use critical task information to determine the number of firefighters needed within a time frame to achieve desired objectives on fire and emergency medical incidents. Table 8 and Table 9 illustrate critical tasks typical of building fire and medical emergency incidents, including the minimum number of personnel required to complete each task. These tables are composites from Citygate clients in urban/suburban departments similar to the City, with units staffed with four personnel per engine or ladder truck. It is important to understand the following relative to these tables:

- ◆ It can take a considerable amount of time after a task is ordered by command to complete the task and arrive at the desired outcome.
- ◆ Task completion time is usually a function of the number of personnel that are *simultaneously* available. The fewer firefighters available, the longer some tasks will take to complete. Conversely, with more firefighters available some tasks are completed concurrently.
- ◆ Some tasks must be conducted by a minimum of two firefighters to comply with safety regulations. For example, two firefighters are required to search for a victim in a smoke-filled room.

### 2.5.1 Critical Firefighting Tasks

Table 8 illustrates the critical tasks required to control a typical single-family dwelling fire with five response units (3 engines, 1 truck, 1 chief) from the City, for a total Effective Response Force



(ERF) of **17** personnel. These tasks are taken from typical fire departments' operational procedures, which are consistent with the customary findings of other agencies using the SOC process. No conditions exist to override the Occupational Safety and Health Administration (OSHA) two-in/two-out safety policy, which requires that firefighters enter atmospheres that are immediately dangerous to life and health, such as building fires, in teams of two while two more firefighters are outside, immediately ready to rescue them should trouble arise.

**Scenario:** Simulated approximately 2,000 square-foot, two-story, residential fire with unknown rescue situation. Responding companies receive dispatch information typical for a witnessed fire. Upon arrival, they find approximately 50 percent of the second floor involved in fire.



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**Table 8—First Alarm Residential Fire Critical Tasks – 17 Personnel**

Critical Task Description		Personnel Required
1 <sup>st</sup> Due Engine (4 personnel)		
1	Conditions report.	1
2	Establish supply line to hydrant.	2
3	Deploy initial fire attack line to point of building access.	1–2
4	Operate pump and charge attack line.	1
5	Establish incident command.	1
6	Conduct primary search.	2
2 <sup>nd</sup> Due Engine (4 personnel)		
7	If necessary, establish supply line to hydrant.	1–2
8	Deploy a backup attack line.	1–2
9	Establish Initial Rapid Intervention Crew.	2
1 <sup>st</sup> Due Truck (4 personnel)		
10	Conduct initial search and rescue, if not already completed.	2
11	Deploy ground ladders to roof.	1–2
12	Establish horizontal or vertical building ventilation.	1–2
13	Open concealed spaces as required.	2
Chief Officer		
14	Transfer of incident command.	2
15	Establish exterior command and scene safety.	1
3 <sup>rd</sup> Due Engine (4 personnel each)		
16	Establish Initial Rapid Intervention Crew.	3
17	Secure utilities.	2
18	Deploy second attack line as needed.	2
19	Conduct secondary search.	2

Grouped together, the duties in Table 8 form an ERF, or First Alarm Assignment. These distinct tasks must be performed to effectively achieve the desired outcome; arriving on scene does not stop the emergency from escalating. While firefighters accomplish these tasks, the incident progression clock keeps running.

Fire in a building can double in size during its free-burn period before fire suppression is initiated. Many studies have shown that a small fire can spread to engulf an entire room in less than 4:00 to 5:00 minutes after free burning has started. Once the room is completely superheated and involved



in fire (known as flashover), the fire will spread quickly throughout the structure and into the attic and walls. For this reason, it is imperative that fire suppression and search/rescue operations commence before the flashover point occurs if the outcome goal is to keep the fire damage in or near the room of origin. In addition, flashover presents a life-threatening situation to both firefighters and any occupants of the building.

### **2.5.2 Critical Medical Emergency Tasks**

The Department responds to more than 9,000 EMS incidents annually, including cardiac arrests, vehicle accidents, strokes, heart attacks, difficulty breathing, falls, childbirths, and other medical emergencies.

For comparison, Table 9 summarizes the critical tasks required for a cardiac arrest patient.

**Table 9—Cardiac Arrest Critical Tasks – Four Engine Personnel + AMR Ambulance**

Critical Task		Personnel Required	Critical Task Description
1	Chest compressions	1–2	Compression of chest to circulate blood
2	Ventilate/oxygenate	1–2	Mouth-to-mouth, bag-valve-mask, apply O <sub>2</sub>
3	Airway control	1–2	Manual techniques/intubation/cricothyroidotomy
4	Defibrillate	1–2	Electrical defibrillation of dysrhythmia
5	Establish I.V.	1–2	Peripheral or central intravenous access
6	Control hemorrhage	1–2	Direct pressure, pressure bandage, tourniquet
7	Splint fractures	2–3	Manual, board splint, HARE traction, spine
8	Interpret ECG	2	Identify type and treat dysrhythmia
9	Administer drugs	2	Administer appropriate pharmacological agents
10	Spinal immobilization	2–5	Prevent or limit paralysis to extremities
11	Extricate patient	3–4	Remove patient from vehicle, entrapment
12	Patient charting	1–2	Record vitals, treatments administered, etc.
13	Hospital communication	1–2	Receive treatment orders from physician
14	Treat en route to hospital	2–3	Continue to treat/monitor/transport patient

### **2.5.3 Critical Task Analysis and Effective Response Force Size**

That the time required to complete the critical tasks necessary to stop the escalation of an emergency (as shown in Table 8 and Table 9) must be compared to outcomes. As shown in nationally published fire service time versus temperature tables, after approximately 4:00 to 5:00 minutes of free burning a room, fire will escalate to the point of flashover. At this point, the entire room is engulfed in fire, the entire building becomes threatened, and human survival near or in the



room of fire origin becomes impossible. Additionally, brain death begins to occur within 4:00 to 6:00 minutes of the heart stopping. Thus, the ERF must arrive in time to prevent these emergency events from becoming worse.

The Department's daily staffing plus automatic aid is sufficient to deliver a single ERF of 17 firefighters to a building fire, if they can arrive in time, which the statistical analysis of this report will discuss in depth. Mitigating an emergency event is a team effort once the units have arrived. This refers to the *weight* of response; if too few personnel arrive too slowly, the emergency will escalate instead of improve. The outcome times, of course, will be longer and yield less-desirable results if the arriving force is later or smaller.

The quantity of staffing and the arrival time frame can be critical in a serious fire. Fires in older and/or multiple-story buildings could well require the initial firefighters needing to rescue trapped or immobile occupants. If the ERF is too small, rescue and firefighting operations *cannot* be conducted simultaneously.

Fires and complex medical incidents require that additional units arrive in time to complete an effective intervention. Time is one factor that comes from *proper station placement*. Good performance also comes from *adequate staffing* and training. But when fire stations are spaced too far apart and one unit must cover another unit's area, or multiple units are needed, these other units can be too far away, and the emergency will escalate and/or result in less than desirable outcome.

Previous critical task studies conducted by Citygate and NFPA Standard 1710 find that all units need to arrive with 15+ firefighters within 11:30 minutes (from the time of 9-1-1 call) at a building fire to be able to *simultaneously and effectively* perform the tasks of rescue, fire suppression, and ventilation.

If fewer firefighters arrive, *most* likely the search team would be delayed, as would ventilation. The attack lines would only consist of two firefighters, which does not allow for rapid movement of the hose line above the first floor in a multiple-story building. Rescue is conducted with at least two-person teams; thus, when rescue is essential, other tasks are not completed in a simultaneous, timely manner. Effective deployment is about the **speed** (*travel time*) and the **weight** (*number of firefighters*) of the response.

Seventeen initial personnel could handle a moderate-risk, confined residential fire; however, even an ERF of 17 personnel will be seriously slowed if the fire is above the first floor in a low-rise apartment building or commercial/industrial building. This is where the capability to add additional personnel and resources to the standard response becomes critical.

Given that the Department's ERF plan delivers 17 personnel to a moderate-risk building fire, it reflects a goal to confine serious building fires to or near the room of origin and to prevent the spread of fire to adjoining buildings. This is a typical desired outcome in urban/suburban areas and



requires more firefighters more quickly than the typical rural outcome of keeping the fire contained to the building, rather than room, of origin.

The Department's current physical response to building fires is, in effect, its de-facto deployment measure to more densely populated urban areas, *if those areas are within a reasonable travel time from a fire station*. Thus, this becomes the baseline policy for the deployment of firefighters.

## **2.6 DISTRIBUTION AND CONCENTRATION STUDIES—HOW THE LOCATION OF FIRST-DUE AND FIRST ALARM RESOURCES AFFECTS EMERGENCY INCIDENT OUTCOMES**

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### **SOC ELEMENT 5 OF 8** **DISTRIBUTION STUDY**

### **SOC ELEMENT 6 OF 8** **CONCENTRATION STUDY**

The City is served today by seven fire stations deploying seven engine companies, one aerial ladder truck, and one Battalion Chief as the duty Incident Commander. It is appropriate to understand, using geographic mapping tools, what the existing stations do and do not cover within travel time goals, if there are any coverage gaps needing one or more stations, and what, if anything, to do about them.

In brief, there are two geographic perspectives to fire station deployment:

**Distribution** – the spacing of first-due fire units to control routine emergencies before they escalate and require additional resources.

**Concentration** – the spacing of fire stations sufficiently close to each other so that more complex emergency incidents can quickly receive sufficient resources from multiple fire stations. As indicated, this is known as the **Effective Response Force (ERF)**, or, more commonly, the First Alarm Assignment; the collection of a sufficient number of firefighters on scene, delivered within the concentration time goal to stop the escalation of the problem.

To analyze first-due fire unit travel time coverage, Citygate used FireView™, a geographic mapping tool that can measure theoretical travel time over a street network. For this calculation, Citygate used the base map and street travel speeds calibrated to actual fire apparatus travel times from previous responses to simulate real-world travel time coverage. Using these tools, Citygate ran several deployment tests and measured their impact on various parts of the City. A 4:00-minute first-due and 8:00-minute ERF *travel* time were used consistent with best practice response performance goals for positive outcomes in urban areas.



## 2.6.1 Deployment Baselines

### *Map #1 – General Geography, Station Locations, and Response Resource Types*

Map #1 shows the City boundary and fire station locations. This is a reference map for other maps that follow. Station symbols denote the type of staffed fire apparatus at each station. All City engines and the ladder truck are staffed with a minimum of four personnel daily.

### *Map #2a – Risk Assessment: Planning Zones*

Map #2a shows the seven risk planning zones, as recommended by the CFAI, used for this study, which are the same as each station's initial (first-due) response area.

### *Map #2b – Risk Assessment: Population Density*

Map #2b shows the population density across the City for *resident* population. People drive EMS incident demand, and the highest population density areas are typically the locations with the highest EMS demand.

### *Map #2c – Critical Infrastructure Key Resources*

Map #2c displays the locations of the critical infrastructure sites in the City as reviewed in the risk assessment found in **Appendix A**.

### *Map #2d – Risk Assessment: High Risk Occupancies*

Map #2d displays the locations of the 993 higher-risk building occupancies within the City, as defined by the CFAI. These building occupancies typically require a larger initial ERF due to the higher risks associated with these specific occupancies. It is apparent that there are high- or maximum-risk occupancies in every planning zone.

### *Map #2e – Risk Assessment: High Needed Fire Flow Locations*

Map #2e displays the locations of 659 of the buildings within the City with needed fire flow greater than 2,500 gallons per minute, as determined by the ISO. As the map illustrates, these buildings are predominantly located in the commercial and industrial zoned areas of the City.

### *Map #2f – Risk Assessment: Hazardous Materials Sites*

Map #2f displays the locations of 759 sites within the City using hazardous materials regulated by the Department's Fire Prevention Bureau as determined by the City-managed, state-designated Certified Unified Program Agency (CUPA) plan. As the map illustrates, these buildings are also predominantly located in the commercial and industrial zoned areas of the City.



### ***Map #2g – Risk Assessment: Wildfire Severity Zones***

Map #2g displays the location of the urban interface areas where urbanization abuts wildland open space areas with differing fuels. The City identified these areas by using the CAL FIRE threat areas that are identified Statewide along with the City's historical wildfire history.

### ***Map #3 – Distribution: 4:00-Minute First-Due Travel Time Coverage***

Map #3 show the areas within a 4:00-minute travel time of one of the City's seven fire stations. Green road segments indicate the City's current road network that a fire engine should be expected to reach within 4:00 minutes, assuming it is in station and encounters *no traffic congestion*. The modeling tool uses actual fire apparatus speed by roadway type.

The reduced quantity of red coverage in this map represents the reduced travel time coverage at peak morning/evening traffic congestion hours. As can be seen, severe traffic congestion can hamper fire unit travel time, even with traffic signal preemption technology. The impact is the largest in the more travelled, major road and commercial corridors. Also, the neighboring fire agency stations are too far away to be the primary provider to any of the Department's service area.

The purpose of response time modeling is to determine response time coverage across a jurisdiction's geography and station locations. This geo-mapping design is then validated against dispatch time data to reflect actual response times. There should be some overlap between station areas so that a second-due unit can have a chance of an acceptable response time when it responds to a call in a different station's first-due response area. As can be seen, coverage is very good for all but a few peripheral areas of the City. These small areas exist due to the street design or topography and thus are not large enough to warrant a fire station move or addition.

As detailed later in this section, the *travel* time to 90 percent of fire and EMS incidents is 5:17 minutes Department-wide in report year 2018. This is supported by the GIS model that shows 4:00-minute coverage does not extend out into some of the City's peripheral areas.

### ***Map #4 – Insurance Services Office 1.5-Mile Coverage Areas***

Map #4 displays the ISO recommendation that urban stations cover a 1.5-mile *distance* response area. Depending on a jurisdiction's road network, the 1.5-mile measure usually equates to a 3:30- to 4:00-minute travel time. However, a 1.5-mile measure is a reasonable indicator of station spacing and overlap. As can be seen, the 1.5-mile ISO coverage is very close to the 4:00-minute first-due coverage in Map #3.

### ***Map #5 – Concentration: Effective Response Force 8:00-Minute Travel Time Coverage***

Map #5 shows, in green, the streets where the Department's current response plan *should* deliver the initial ERF of three engines, one ladder truck, and one Battalion Chief within 8:00 minutes



travel time *without traffic congestion*. There are only small gaps in some of the peripheral areas of the City. This is very good coverage *without* traffic congestion. However, with traffic congestion, shown in red, the five-unit coverage shrinks to the center of the City as the fourth- and fifth-due units cannot cross the City in 8:00 minutes or less.

***Map #6 – Concentration: Three-Engine 8:00-Minute Travel Time Coverage***

Map #6 only shows the coverage for three engines as part of the ERF force. As this measure includes only three units at 8:00 minutes travel time, this coverage extends past the core of the City, even given traffic congestion. However, traffic congestion means the third engine cannot get into the difficult-to-serve, peripheral fire station areas 4, 5, and 7.

***Map #7 – 8:00-Minute Ladder Truck Travel Time Coverage – Traffic Congestion***

Map #7 shows 8:00-minute travel time coverage for the ladder truck with and without traffic congestion. As can be seen, the ladder truck is centrally located at Station 1 and can reach almost all the City without traffic congestion. During traffic congestion, a single ladder truck cannot reach the peripheral fire station areas 4, 5, and 7 in 8:00 minutes or less.

***Map #8 – Battalion Chief 8:00-Minute Travel Time Coverage***

Map #8 displays 8:00-minute travel time coverage for a Battalion Chief from Station 1 with and without traffic congestion. It is apparent that the single Battalion Chief travel time coverage includes all areas of the City during normal traffic hours, and during congested periods the Battalion Chief cannot reach peripheral fire station areas 4, 5, and 7 in 8:00 minutes or less.

***Map #9 – All Incident Locations***

Map #9 shows the location of all incidents for five years from January 2014 through December 2018. It is apparent that incidents occur in all areas of the City.

***Map #10 – Emergency Medical Services and Rescue Incident Locations***

Map #10 illustrates only the emergency medical and rescue incident locations. With the majority of the calls for service being medical emergencies, virtually all areas of the City need pre-hospital emergency medical services.

***Map #11 – All Fire Locations***

Map #11 identifies the location of all fires within the City over the past five years. All fires include any type of fire call, from vehicle to dumpster to building. There are obviously fewer fires than medical or rescue calls. Even given this fact, it is evident that fires occur in all fire station areas, but also more frequently in some of the central and highest-population-density areas of the City.



### ***Map #12 – Structure Fire Locations***

Map #12 displays the location of the structure fire incidents over the past five years. While the number of structure fires is a smaller subset of total fires, there are two meaningful findings from this map. First, there are structure fires in every fire station area, and second, there are a relatively small number of building fires in the City overall. In Citygate's experience, this is consistent with other similar cities in the western United States.

As with the previous map of all fire types, there are more building fires in some of the central and highest-population-density areas of the City. These locations are between Fire Stations 1, 2, and 3, so along with the ladder truck and Battalion Chief from Station 1, the areas with the highest quantity of building fires receive the full Effective Response Force (First Alarm) of three engines, one ladder truck, and the Battalion Chief in less than 11:30 minutes from the 9-1-1 call. This meets or is faster than national best practice recommendations.

### ***Map #13 – Emergency Medical Services and Rescue Incident Location Densities***

Map #13 shows, by mathematical density, where clusters of emergency medical services incident activity occurred. In this set, the darker density color plots the highest concentration of EMS/rescue incidents. This type of map makes the location of frequent workload more meaningful than simply mapping the locations of all EMS incidents, as was shown in Map #10.

This perspective is important because the deployment system needs an overlap of units to ensure the delivery of multiple units when needed for more serious incidents or to handle simultaneous calls for service. Much of the density is in Station 1's area. This is fortunate, as Station 1 has both an engine and ladder truck crew to respond when simultaneous incidents occur.

### ***Map #14 – All Fire Location Densities***

Map #14 is like Map #11 but shows the hot spots of activity for all types of fires. Fire density is greater in the areas of the City with higher population density.

### ***Map #15 – All Structure Fire Location Densities***

Map #15 is like Map #12 but shows the hot spots for structure fire activity. Given the location of the ladder truck and Battalion Chief at Station 1, the multiple-unit coverage is closest to the greatest quantity of building fires.

## **2.6.2 Road Mile Coverage Measures**

In addition to the visual displays of coverage that maps provide, the GIS software allows the miles of public streets covered at 4:00 or 8:00 minutes to be measured. The following table provides these metrics for the coverage versus the impacts of traffic congestion.



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**Table 10—Service Area Road Mile Coverage Comparison (No Mutual Aid)**

Scenario	Total City Road Miles	Miles Covered	% Covered	Congested Road Miles	Congested % Covered	% loss
First-Due Unit Travel @ 4:00 Minutes	593	448	76%	310	52%	24%
First Alarm Travel @ 8:00 Minutes	593	459	77%	223	38%	39%

The existing 4:00-minute first-due unit coverage is reduced by 24 percent during traffic congestion. The ERF is good without traffic, but congestion significantly reduces it 39 percent.

The City's shape and road network is difficult to serve efficiently from a few fire stations and this is why the City utilizes seven fire stations. This is a *necessity* given the topography and roads. Traffic congestion travel time reductions do hurt the peripheral City areas. This means that when simultaneous incidents occur during peak hours of traffic congestion in the City's center, peripheral station areas 4, 5 and 7 cannot receive a second unit quickly if needed. For this reason, the Department must closely observe the peak-hour demands and will eventually need to add a peak-hour unit in the City's core to keep units more available Citywide.

**Finding #3:** The current fire station placement provides a first response unit for all the City's major neighborhoods.

**Finding #4:** Fire unit travel times are longer than a best practice and Department goal of 4:00 minutes due to the terrain, curvilinear road network in many parts of the City, and traffic congestion.

**Finding #5:** Due to the road network design and terrain, absent traffic congestion, 75 percent of the City's public streets are within a 4:00-minute travel time of a fire station. Traffic congestion during many of the daylight hours reduces the 4:00-minute coverage to only 52 percent of the City's public streets, which is 23 percent less than without traffic congestion.



## 2.7 STATISTICAL ANALYSIS

### **SOC ELEMENT 7 OF 8 RELIABILITY & HISTORICAL RESPONSE EFFECTIVENESS STUDIES**

The map sets described in **Section 2.6** and presented in **Volume 2** show the ideal situation for response times and the response effectiveness given perfect conditions with no competing calls, traffic congestion, units out of place, or simultaneous calls for service. Examination of the actual response time data provides a picture of actual response performance with simultaneous calls, rush-hour traffic congestion, units out of position, and delayed travel time for

events such as periods of severe weather.

The following subsections provide summary statistical information regarding the Department and its services.

#### 2.7.1 Demand for Service

The Department provided both NFIRS 5 incident and records management system (RMS) apparatus response data for the period of 1/1/2014 through 12/31/2018. These two data sets were merged, providing 62,094 incidents and 119,618 apparatus response records.

In 2018, the Department responded to 13,039 incidents. During this period, the Department had a daily demand of 35.72 incidents, 3.08 percent of which were to fire incidents, 72.42 percent were to EMS incidents, and 24.50 percent were to other incident types.

**Figure 6—Annual Service Demand by Year**

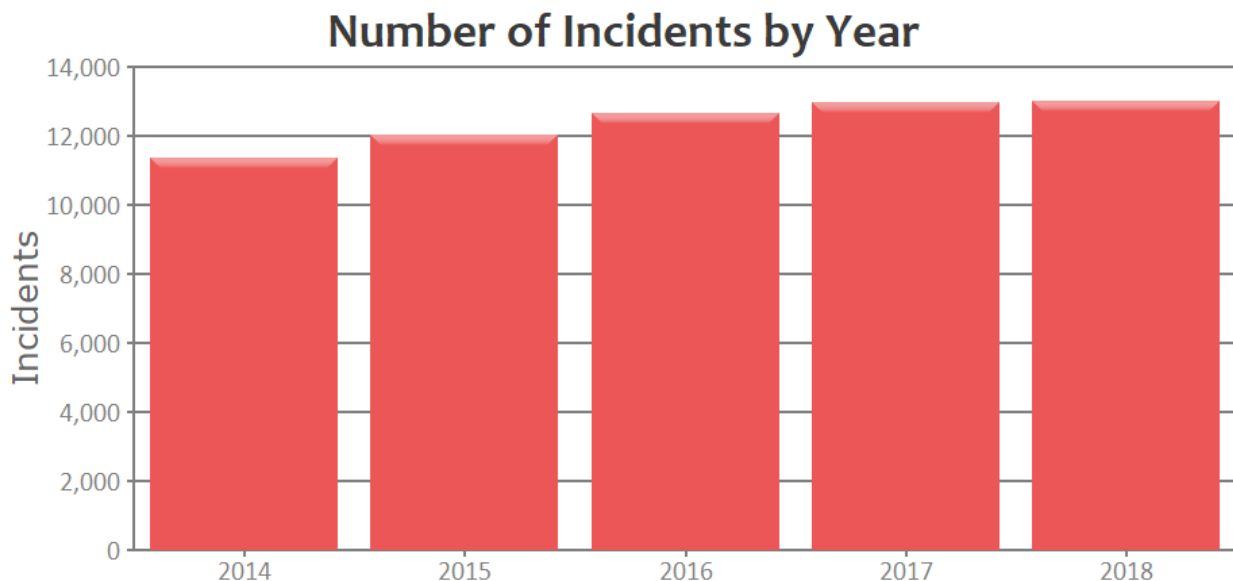




Figure 7 illustrates the number of incidents by incident type. The number of fire and EMS incidents peaked in 2017, while the number of other incident types increased each year.

**Figure 7—Number of Incidents by Year by Incident Type**

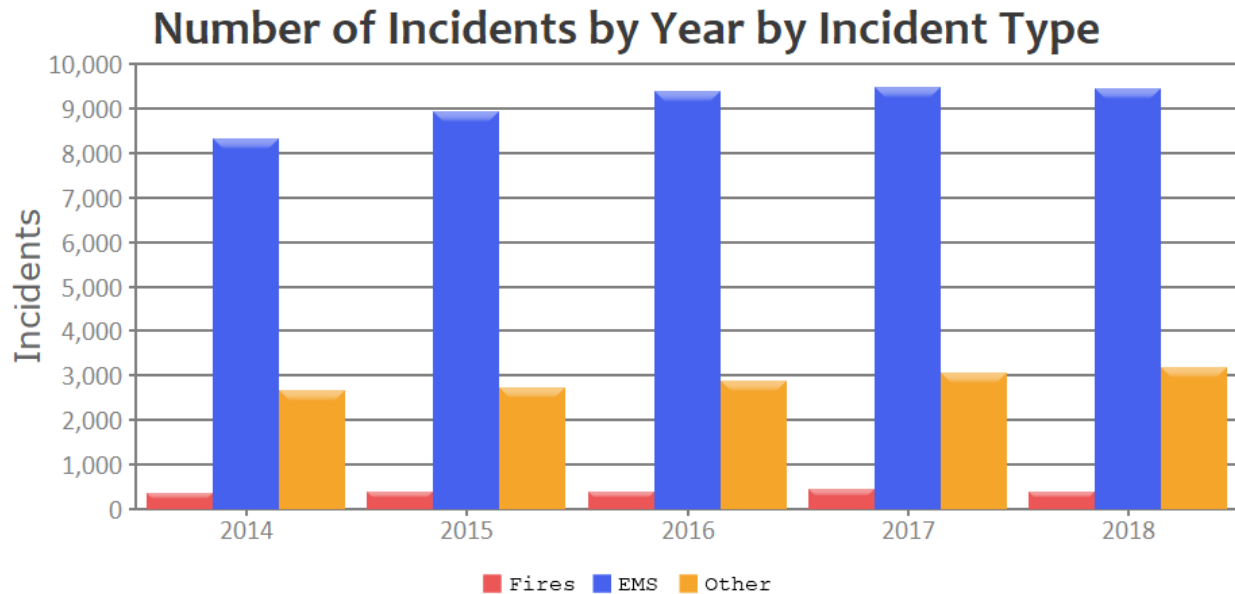
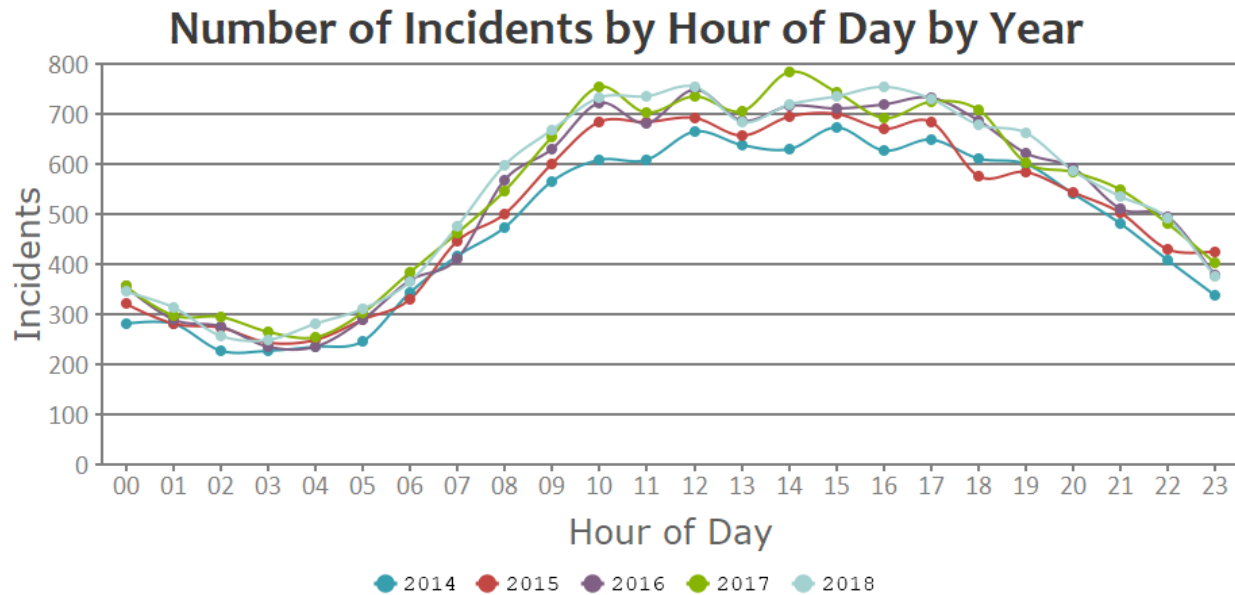




Figure 8 shows service demand by hour of day by year, illustrating that calls for service occur at every hour of the day and night, requiring fire and EMS response capability 24 hours per day, every day of the year.

**Figure 8—Service Demand by Hour of Day and Year**

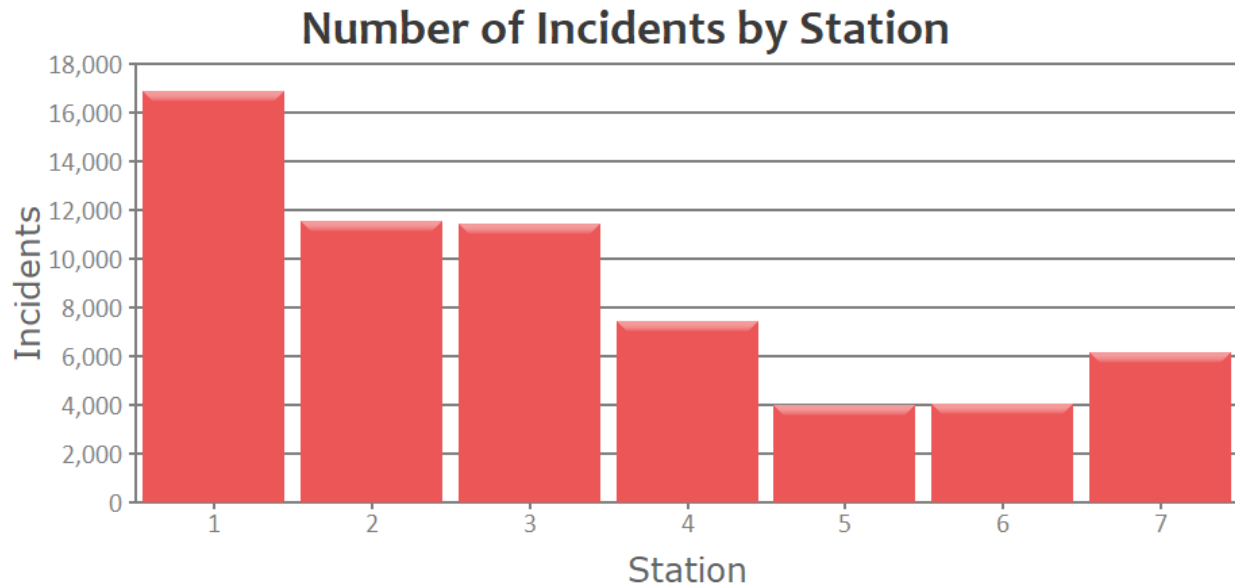


**Finding #6:** The Department’s service demand is consistent, indicating the need for a 24-hour-per-day, seven-day-per-week fire and EMS emergency response system.



The following figure illustrates the number of incidents by station for five years. Station 1 had the highest volume of activity. Stations 5 and 6 had the lowest volume.

**Figure 9—Number of Incidents by Station – Five Years**





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Table 11 lists the activity rankings of incidents by incident quantity for 2018 for those incidents with more than 40 occurrences in a year. Note the strong ranking for EMS incidents.

**Table 11—Incidents: Quantity by Incident Type – 2018**

<b>Federal NFIRS #/ Incident Type</b>	<b>2018</b>
321 EMS call, excluding vehicle accident with injury	6,501
311 Medical assist, assist EMS crew	1,823
611 Dispatched and canceled en route	984
322 Vehicle accident with injuries	642
553 Public service	447
622 No incident found on arrival of incident address	419
324 Motor vehicle accident no injuries	402
554 Assist invalid	193
651 Smoke scare, odor of smoke	108
552 Police matter	83
743 Smoke detector activation, no fire – unintentional	73
131 Passenger vehicle fire	70
745 Alarm system sounded, no fire – unintentional	67
736 CO detector activation due to malfunction	64
735 Alarm system sounded due to malfunction	62
600 Good intent call, other	62
412 Gas leak (natural gas or LPG)	59
151 Outside rubbish, trash or waste fire	58
700 False alarm or false call, other	57
111 <b>Building fire</b>	<b>48</b>
551 Assist police or other governmental agency	48
143 <b>Grass fire</b>	<b>44</b>
740 Unintentional transmission of alarm, other	43
113 Cooking fire, confined to container	42



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Table 12 illustrates the ranking of incidents by property use in 2018. The highest rankings for incidents by property use are residential dwellings. Only those property types with 20 or more incidents are shown.

**Table 12—Incidents: Quantity by Property Use – 2018**

<b>Federal NFIRS #/ Property Use</b>	<b>2018</b>
419 1 or 2 family dwelling	4,415
429 Multi-family dwellings	1,639
961 Highway or divided highway	918
311 24-hour care nursing homes, 4 or more persons	825
Blank	727
963 Street or road in commercial area	571
965 Vehicle parking area	571
962 Residential street, road or residential driveway	452
960 Street, other	362
161 Restaurant or cafeteria	230
342 Doctor, dentist or oral surgeon's office	191
449 Hotel/motel, commercial	162
700 Manufacturing, processing	150
571 Service station, gas station	147
931 Open land or field	132
215 High school/junior high school/middle school	117
519 Food and beverage sales, grocery store	117
599 Business office	107
340 Clinics, doctors' offices, hemodialysis centers	94
213 Elementary school, including kindergarten	65
131 Church, mosque, synagogue, temple, chapel	59
331 Hospital – medical or psychiatric	59
459 Residential board and care	56
938 Graded and cared-for plots of land	53
439 Boarding/rooming house, residential hotels	52

### **2.7.2 Simultaneous Incident Activity**

Simultaneous incidents occur when other incidents are underway at the time a new incident develops. During 2018, 47.53 percent of incidents occurred while one or more other incidents were

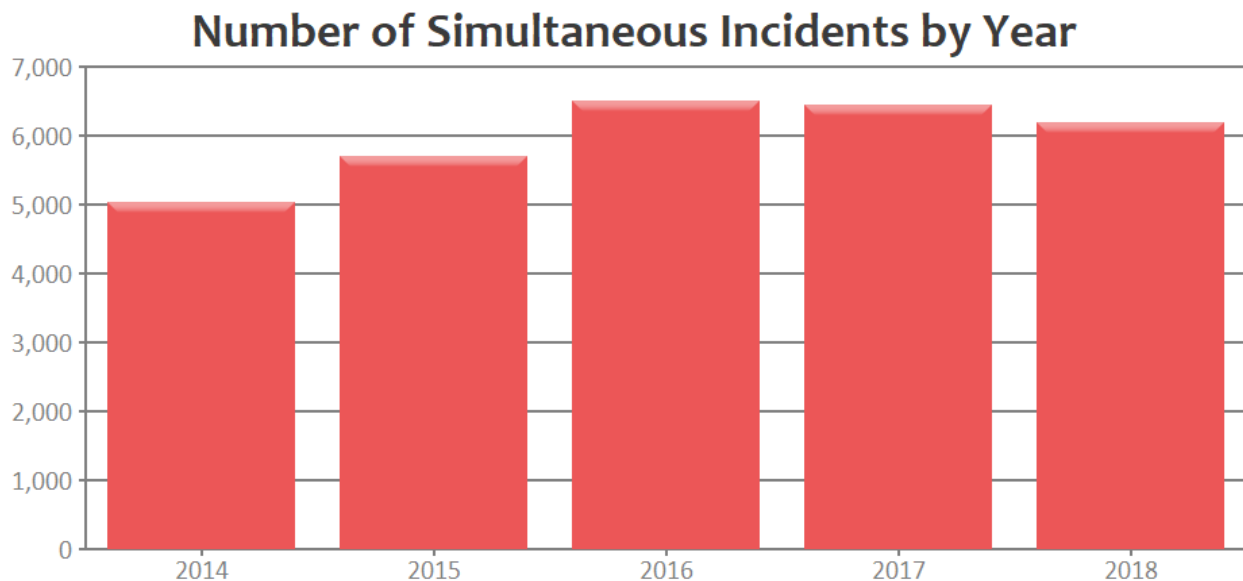


underway. The following is the percentage of simultaneous incidents broken down by the number of simultaneous incidents.

- ◆ 1 or more simultaneous incidents: 47.53 percent
- ◆ 2 or more simultaneous incidents: 14.29 percent
- ◆ 3 or more simultaneous incidents: 3.15 percent

The following figure shows the number of simultaneous incidents increased through 2016 and then decreased slightly in 2017 and again in 2018.

**Figure 10—Number of Simultaneous Incidents by Year**

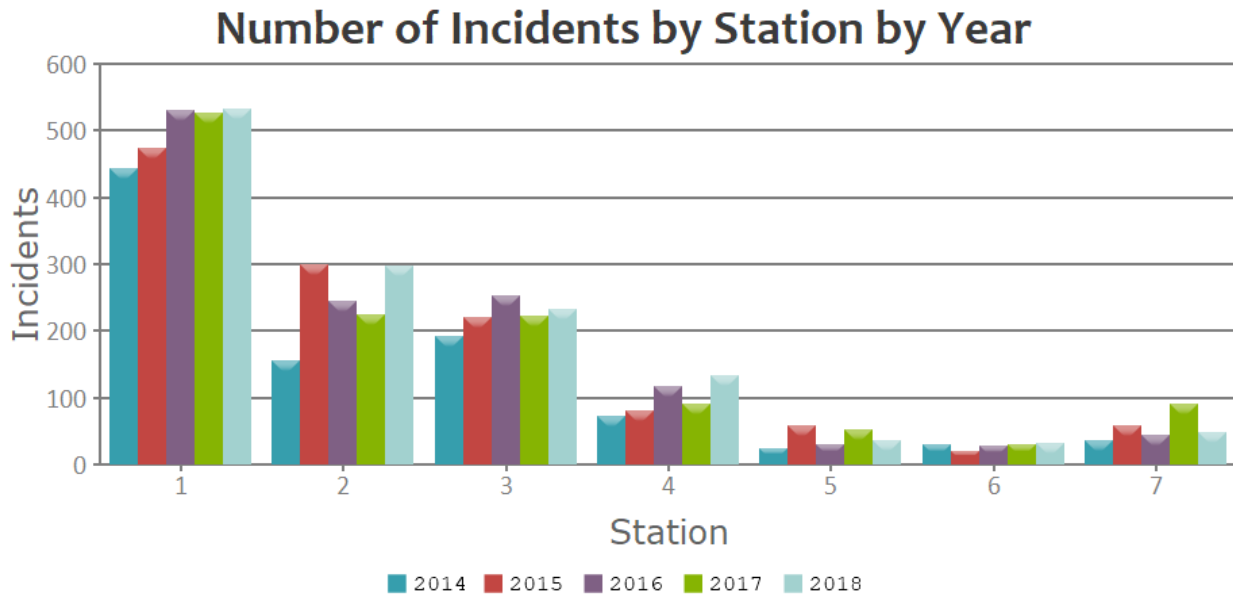


In a larger city, simultaneous incidents in different station areas have very little operational consequence. However, when simultaneous incidents occur within a single station area, there can be significant delays in response times.

Figure 11 illustrates the number of single-station simultaneous incidents by station area by year. Station 1 has the greatest number of single-station simultaneous incidents over five years, with Station 1's district having the greatest quantity. The figure also shows the unpredictable frequency of single-station simultaneous incidents.



**Figure 11—Number of Single-Station Simultaneous Incidents by Station by Year**



**Finding #7:** The overall number of simultaneous incidents has been slowly increasing since 2014. The largest impact of simultaneous incidents is felt in Station 1's district. This further shifts workload to other companies at peak hours of the day.

### 2.7.3 Operational Performance

Performance for the first apparatus to arrive on the scene of emergency incidents is measured by the time necessary for 90 percent completion of the following components:

- ◆ Call processing
- ◆ Turnout
- ◆ Travel
- ◆ Dispatch to arrival
- ◆ Call to arrival

### 2.7.4 Call Processing

Call processing measures the time from the first incident time stamp in the City's 9-1-1 dispatch center until apparatus are notified of the request for assistance.



The following table shows that call processing is 3:23 minutes for 90 percent compliance.

**Table 13—Call Processing Analysis**

Station	2018
Department-wide	03:23
Station 1	03:18
Station 2	03:27
Station 3	03:28
Station 4	03:28
Station 5	03:15
Station 6	03:08
Station 7	03:16

**Finding #8:** Call processing performance, at 3:23 minutes for 90 percent of the fire/EMS incidents, is significantly slower than a best practice recommendation of 1:30 minutes.

### 2.7.5 Turnout

Turnout time measures the time from apparatus notification until the apparatus starts traveling to the scene. Citygate's goal for turnout time is 2:00 minutes. All the City's fire stations do not meet the 2:00-minute turnout time goal.

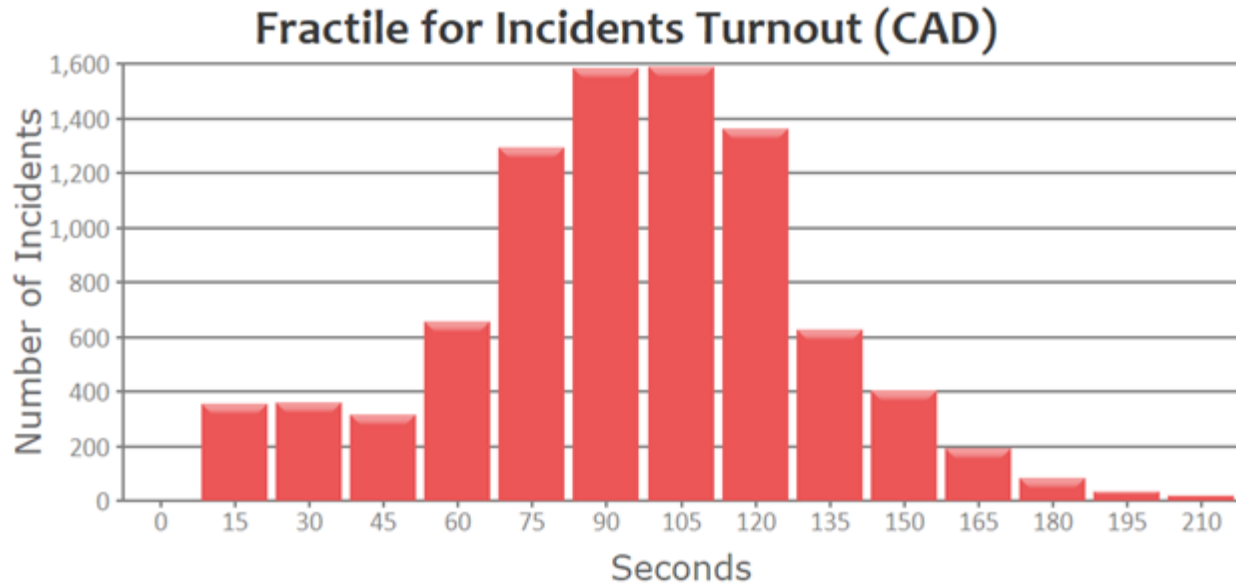
**Table 14—Turnout Analysis**

Station	2018
Department-wide	02:12
Station 1	02:06
Station 2	02:04
Station 3	02:13
Station 4	02:13
Station 5	02:21
Station 6	02:25
Station 7	02:19



Figure 12 illustrates fractile turnout time performance. The peak segment for turnout performance is approximately 105 seconds.

**Figure 12—Fractile for Incidents Turnout (CAD)**



**Finding #9:** Crew turnout performance, at 2:12 minutes, is only slightly slower than a Citygate-recommended goal of 2:00 minutes or less to 90 percent of the fire/EMS incidents.

### 2.7.6 Travel

Travel time measures the time to travel to the scene of the emergency. In most urban and suburban fire departments, a 4:00-minute travel time 90 percent of the time would be considered highly desirable. Table 15 shows that no stations achieve that goal.

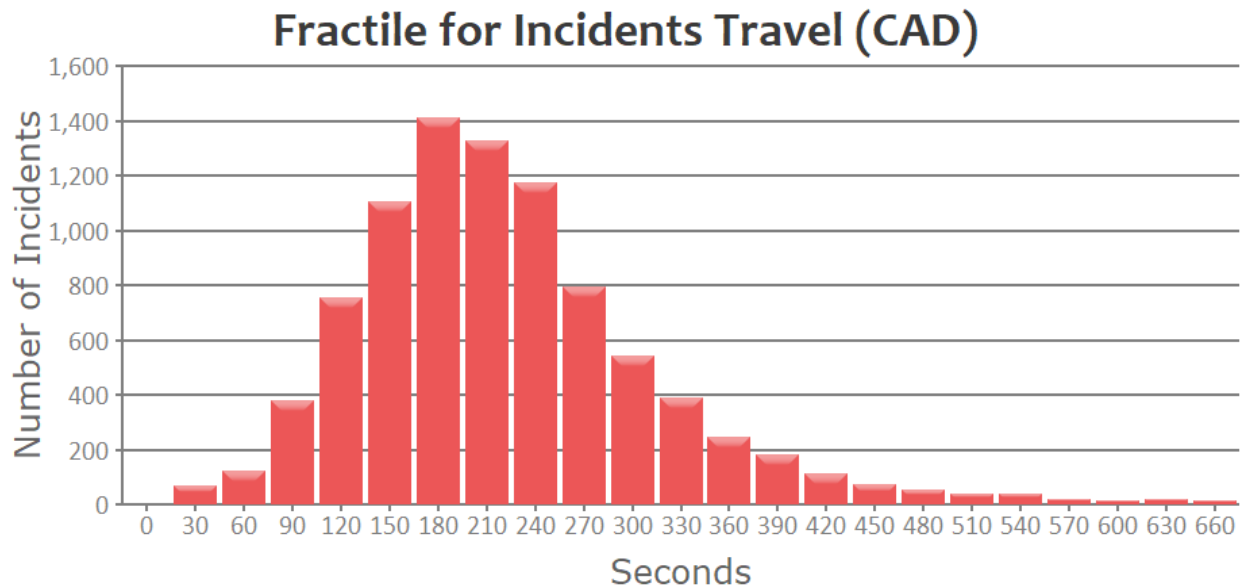


**Table 15—Travel Performance (No Freeway Incidents) to 90 Percent of Fire and EMS Incidents**

Station	2018
Department-wide	05:17
Station 1	04:38
Station 2	05:27
Station 3	05:02
Station 4	05:39
Station 5	06:14
Station 6	04:59
Station 7	07:14

The following figure illustrates fractile travel time performance.

**Figure 14—Fractile for All Incidents Travel (CAD)**



**Finding #10:** First-due unit travel time, at 5:17 minutes on *surface streets* to 90 percent of the fire/EMS incidents Citywide, is slower than the Department's and a best practice goal of 4:00 minutes.



### 2.7.7 Call to Arrival

Call to arrival measures time from receipt of the request for assistance until the apparatus arrives on the scene. Corona Fire Department goals are 1:00 minute for call processing, 1:50 minutes for turnout, and 4:00 minutes for travel. This adds up to 6:50 minutes.

A Citygate-recommended call to arrival goal for Corona should be 90 percent compliance at 7:30 minutes. The goal is calculated as 1:30 minutes call processing plus 2:00 minutes turnout plus 4:00 minutes travel time.

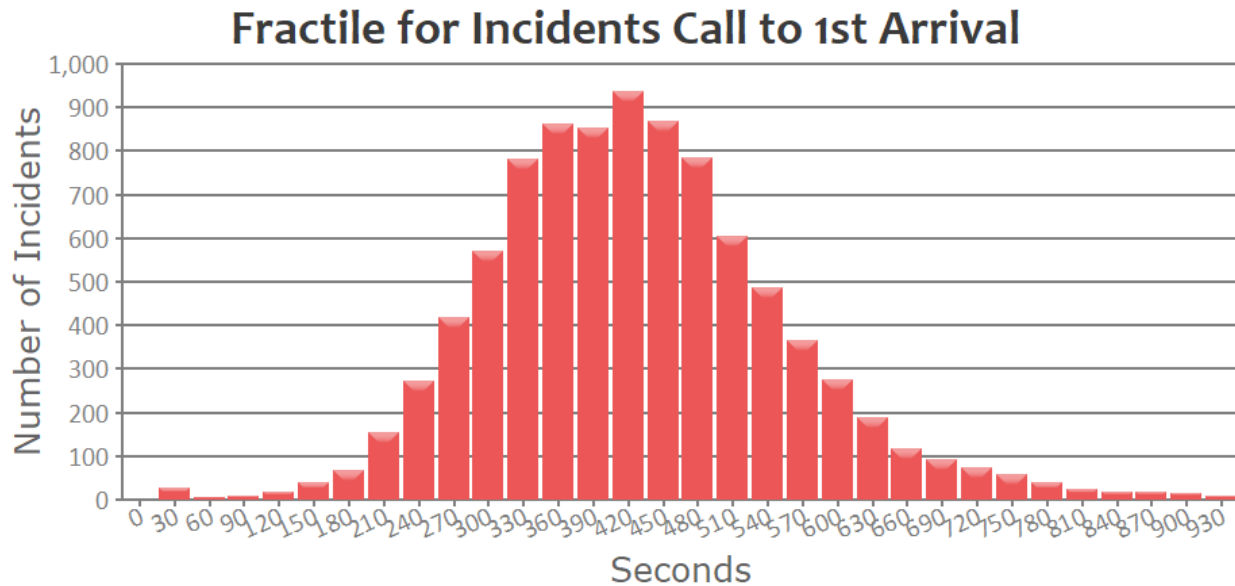
**Table 16—Call to Arrival Performance to 90 Percent of Fire and EMS Incidents**

Station	2018
Department-wide	09:37
Station 1	08:56
Station 2	09:49
Station 3	09:32
Station 4	10:07
Station 5	11:28
Station 6	09:09
Station 7	10:19

The following figure illustrates fractile call to arrival performance. The peak segment is 420 seconds, or 7:00 minutes.



**Figure 13—Fractile for Incidents Call to First Arrival**



**Finding #11:** The Department's call to arrival time to 90 percent of the fire/EMS incidents, at 9:37 minutes, is slower than Citygate's recommended goal of 7:30 minutes. This result is primarily due to longer call processing and travel times.

**Finding #12:** If a total of 2:00 minutes can be saved in dispatch and crew turnout time, then call to arrival is reduced from 9:37 minutes to 7:37 minutes, which is very close to a goal of 7:30 minutes.

### 2.7.8 Effective Response Force (First Alarm) Concentration Measurements

The minimum ERF for structure fires from the Department is three engines and one ladder truck. Additionally, one Battalion Chief are sent for a total of 17 personnel. The numbers in the following table are very small for an appropriate sample size. Since 2014, there has not been one year in which all seven station districts had at least one ERF incident at which all the units were needed and reached the incident location.



**Table 17—Distribution – Effective Response Force (First Alarm) – Call to Arrival  
Performance to 90 Percent of Fire and EMS Incidents**

Station	2018 / Count
Department-wide	11:49 (14)
Station 1	10:35 (3)
Station 2	11:49 (3)
Station 3	11:39 (8)
Station 4	-
Station 5	-
Station 6	-
Station 7	-

**Finding #13:** The Effective Response Force (First Alarm) Call to Arrival times at 11:49 minutes, are very good and only slightly longer than the best practice and Citygate-recommended goal of 11:30 minutes.

## 2.8 OVERALL DEPLOYMENT EVALUATION

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### **SOC ELEMENT 8 OF 8** **DEPLOYMENT EVALUATION**

The Department serves a diverse urban population with a mixed residential and non-residential land-use pattern typical of a city in Riverside County and southern California.

While the State fire code now requires fire sprinklers even in residential dwellings, it will be many more decades before enough homes are built or remodeled with automatic fire sprinklers. If desired outcomes include limiting building fire damage to only part of the inside of an affected building and/or minimizing permanent impairment resulting from a medical emergency, then the City will need both first-due unit and multiple-unit ERF coverage in all neighborhoods consistent with a Citygate response performance recommendation for first-due arrival within 7:30 minutes from 9-1-1 dispatch notification, and for ERF arrival within 11:30 minutes of 9-1-1 notification, all at 90 percent or better reliability.

The Department's dispatch processing time to 90 percent of the fire/EMS incidents is 3:23 minutes, more than double a national best practice recommendation of 1:30 minutes. At 2:12 minutes, the fire crew turnout times are *just* over Citygate's recommendation of 2:00 minutes.

The overall longer-than-desired first-due unit travel times are not the result of a lack of fire stations. They are more the result of the non-grid street network in some sections of the City, topography,



natural and built barriers (hills and highways), simultaneous incidents at peak hours of the day, and traffic congestion. The Department-wide call to arrival of 9:37 minutes could be improved with a reduction of 2:00 minutes from dispatch and crew turnout time, resulting in 7:37 minutes, which is very close to Citygate's recommendation of 7:30 minutes.

Department resources and equipment are appropriate to protect against the hazards likely to impact the City. A daily staffing of 33 provides a total response force sufficient for a single emerging to serious fire incident, as discussed in **Section 2.2.1**, as well as a one- to five-patient EMS incident.

In terms of emergency incident workload per unit, no single fire unit or station area is approaching workload saturation; however, during peak hours of the day, there is a significant simultaneous incident rate of at least two incidents at once, 47.5 percent of the time. If more than two medical incidents are active and a building fire should occur, the Department would need to depend on mutual-aid assistance which, given Corona's geographic isolation, does not come quickly from all sides.

As calls for service continue to increase and because three incidents occur simultaneously 14.3 percent of the time, the Department should keep close watch on response times and unit response capacity. As workload approaches Citygate's recommended threshold, the City should consider a peak-activity engine or squad during the highest workload times of the day/week.

### **2.8.1 Deployment Recommendations**

Based on the technical analysis and findings contained in this SOC assessment, Citygate offers the following deployment recommendations:

**Recommendation #1: Adopt Updated Deployment Policies:** The City Council should adopt *updated*, complete performance measures to aid deployment planning and to monitor performance. The measures of time should be designed to deliver outcomes that will save patients when possible and to keep small but serious fires from becoming more serious. With this in mind, Citygate recommends the following measures:



- 1.1**            Distribution of Fire Stations: To treat pre-hospital medical emergencies and control small fires, the first-due unit should arrive within 7:30 minutes, 90 percent of the time from the receipt of the 9-1-1 call at City dispatch. This equates to a 90-second dispatch time, a 2:00-minute company turnout time, and a 4:00-minute travel time.
- 1.2**            Multiple-Unit Effective Response Force for Serious Emergencies: To confine building fires near the room of origin, keep vegetation fires under one acre in size, and treat multiple medical patients at a single incident, a multiple-unit ERF of at least 17 personnel, including at least one Battalion Chief, should arrive within 11:30 minutes from the time of 9-1-1 call receipt at City dispatch 90 percent of the time. This equates to a 90-second dispatch time, 2:00-minute company turnout time, and 8:00-minute travel time.
- 1.3**            Hazardous Materials Response: Provide hazardous materials response designed to protect the City from the hazards associated with uncontrolled release of hazardous and toxic materials. The fundamental mission of the Department's response is to isolate the hazard, deny entry into the hazard zone, and notify appropriate officials/resources to minimize impacts on the community. This can be achieved with a first-due total response time of 7:30 minutes or less to provide initial hazard evaluation and/or mitigation actions. After the initial evaluation is completed, a determination can be made whether to request additional resources from the regional hazardous materials team.



**1.4**                      Technical Rescue: Respond to technical rescue emergencies as efficiently and effectively as possible with enough trained personnel to facilitate a successful rescue with a first-due total response time of 7:30 minutes or less to evaluate the situation and/or initiate rescue actions. Following the initial evaluation, assemble additional resources as needed within a total response time of 11:30 minutes to safely complete rescue/extrication and delivery of the victim to the appropriate emergency medical care facility.

**Recommendation #2:** The City's 9-1-1 dispatch center must design and implement substantial personnel and/or technology improvements to lower fire and EMS incident processing times to a national best practice of 1:30 minutes.

**Recommendation #3:** The Department should closely track response time performance during peak hours and, when response time and/or unit workloads decay substantially, consider a peak-activity unit (engine or squad) to capture simultaneous incidents and to backfill units at training during peak hours of the day.



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## **SECTION 3—HEADQUARTERS SERVICES ASSESSMENT**

As part of this Standards of Coverage assessment, Citygate was asked to review and evaluate the Department's headquarters support services, including:

- ◆ General Department administration
- ◆ Administrative support staffing
- ◆ Emergency/disaster preparedness
- ◆ Fire prevention
- ◆ Employee health and wellness
- ◆ Finance systems for budgeting, purchasing, and inventory control

NFPA 1201 states, in part, “the [Department] shall have a leader and organizational structure that facilitates efficient and effective management of its resources to carry out its mandate as required [in its mission statement].”<sup>3</sup> Best practices call for a management organization and headquarters programs with adequate staffing to provide a properly trained, equipped, and supported response force to ensure prompt response and safe, competent service delivery. Compliance regulations for fire services operation are increasing, so the proper hiring, training, and supervision of operational personnel require a significant leadership and general management commitment.

### **3.1 HEADQUARTERS SERVICES ASSESSMENT SUMMARY**

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Citygate's headquarters services assessment yielded the following summary results:

#### **3.1.1 Strengths**

- ◆ Very highly qualified, professional, and dedicated personnel with a strong commitment to serve the organization and the community.
- ◆ Strong work ethic/culture.
- ◆ Knowledgeable emergency response personnel that have become subject matter experts in critical lines of training and service.
- ◆ High-quality customer service and pride in serving the community.
- ◆ High confidence in organizational leadership.

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<sup>3</sup> NFPA 1201 – Standard for Providing Emergency Services to the Public (2015 Edition).



- ◆ Productive and respectful labor–management relationships.
- ◆ Positive relationship with City Council, the local EMS agency, and regional fire department leadership.

### **3.1.2 Weaknesses/Concerns**

- ◆ Insufficient clerical-level support for the administration, suppression, and training/EMS functions.
- ◆ Heavy administrative workload for non-clerical staff.
- ◆ Insufficient management authority with 40-hour Fire Captains and insufficient support for training, EMS programs, and personnel.
- ◆ Significant ongoing administrative workload capacity gaps.
- ◆ Inefficient fleet maintenance program.
- ◆ Lack of a thorough, adopted, durable equipment replacement plan and budget.
- ◆ Limited delivery of public information and education plan.
- ◆ Aged and constraining fire stations, training facilities, and related resources.
- ◆ Insufficient health and safety features at fire stations, including diesel exhaust exposure at fire stations, lack of NFPA-compliant occupational medical exams, and poor fitness facilities.

### **3.1.3 Opportunities**

- ◆ Potential to narrow or resolve ongoing workload capacity gaps across multiple divisions with two to three new full-time equivalent (FTE) staff with appropriate skill sets.
- ◆ Potential to reduce costs and increase operational depth of coverage associated with fleet maintenance work.
- ◆ Increased program sustainability through succession planning and development of a deeper bench of subject matter experts.

### **3.1.4 Threats**

- ◆ Multiple potential single points of failure.
- ◆ Suppression chief officer burnout due to heavy administrative workload.
- ◆ Significant ongoing administrative workload capacity gaps.



- ◆ Trained staff recruited away from Corona by other regional fire departments.
- ◆ In Citygate's opinion, the workload capacity gaps and potential single points of failure identified pursuant to this assessment could be significantly narrowed or resolved with the addition of 1.5 additional FTE non-sworn clerical-level positions and one additional chief officer FTE.

### **3.2 ASSESSMENT METHODOLOGY**

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For this assessment, Citygate reviewed all administrative position descriptions and conducted follow-up interviews with individual personnel as needed to assess function/program strengths, weaknesses, opportunities, and threats (SWOT), as well as to identify and evaluate:

- ◆ Key primary and secondary responsibilities for each administrative support position.
- ◆ Approximate amount/percentage of time spent annually on each responsibility.
- ◆ Critical workload capacity gaps, including what key responsibilities/expectations are not being performed or not being performed to desired/expected levels or timeline.
- ◆ Single points of failure, if any, for critical business functions, processes, and/or services.
- ◆ Workload capacity gaps relative to critical business systems and assigned key primary and secondary responsibilities.

### **3.3 ADMINISTRATIVE ORGANIZATION**

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The City's 2018/2019 Department budget authorizes two FTEs and one half-time administrative support positions dedicated to supporting the Fire Department. An additional half-time administrative support position serves the City Office of Emergency Management (OEM). This staff is responsible for the overall administration, management, and clerical support of all Department programs and services and most administrative support functions, including general Department administration, fire prevention, training, health and safety, emergency preparedness and management, public education/information, policies and procedures, coordination with other



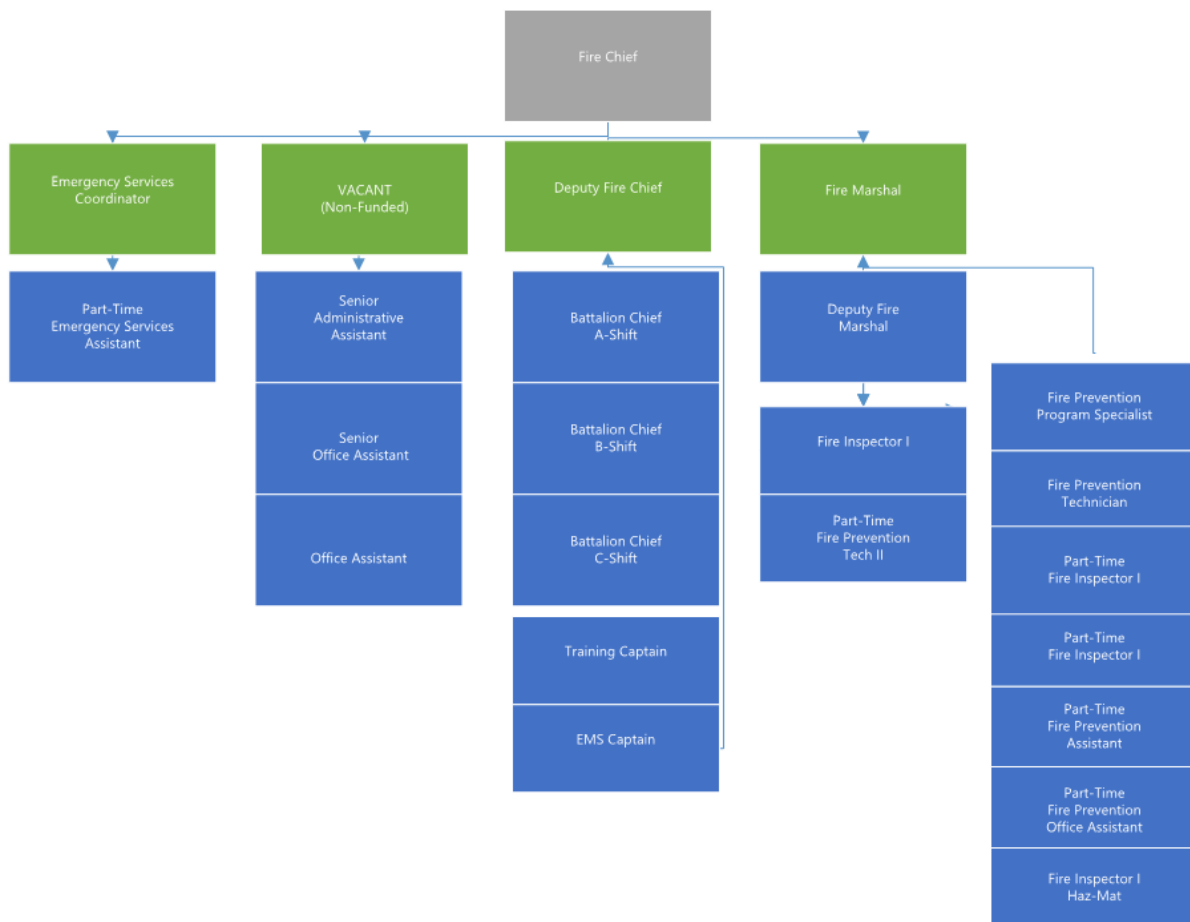
**City of Corona Fire Department**  
*Standards of Coverage and Headquarters Services Assessment*

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local/regional service providers/stakeholders, and other related administrative and program support responsibilities. Department Divisions include:

- ◆ Administration
- ◆ Operations
- ◆ Fire Prevention

**Figure 14—Fire Department Administrative Organization**



Source: City of Corona Fire Department

### **3.4 ADMINISTRATION DIVISION**

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The Administration Division consists of the Fire Chief and one Administrative Assistant, one Office Assistant, and one half-time Office Worker.



### **3.4.1 Key Program Responsibilities**

Key Administration Division program responsibilities include:

- ◆ Overall leadership for the Department.
- ◆ Administrative systems and procedures.
- ◆ Budget and fiscal policy.
- ◆ Labor/management issues.
- ◆ Strategic planning.
- ◆ Implementation of best practices in all areas of service.
- ◆ Compliance with federal, State, and local laws, regulations, codes, ordinances, rules, and professional standards.
- ◆ Connecting the Department with the Corona community and key stakeholders.

### **3.4.2 Key Fire Chief Responsibilities**

- ◆ Plans, organizes, directs, and coordinates all Department functions and services.
- ◆ Provides highly responsible and technical staff assistance to the City Manager and City Council.
- ◆ Directs development and implementation of Department goals, objectives, priorities, policies, procedures, and operating guidelines.
- ◆ Develops and manages the Department budget.
- ◆ Ensures the development and execution of a fire protection plan suited for the community.
- ◆ Represents the City in relationships with the public, community groups, professional organizations, and outside agencies.

### **3.4.3 Key Administrative Assistant and Office Assistant Responsibilities**

- ◆ Processes and inputs data to create various Department reports.
- ◆ Maintains Department records.
- ◆ Provides the main point of contact for individuals and agencies contacting the Department through walk-in, phone, email, and online (Infoweb).
- ◆ Assists with meeting management by assembling agendas, producing support materials, and capturing minutes.



- ◆ Assists with the preparation of the Department annual budget.

### **3.4.4 Administrative Support Analysis**

Citygate reviewed the job descriptions for Administrative Support personnel prior to administering a SWOT analysis and conducting interviews. Citygate's assessment of Administrative Division administrative workload yielded the following.

**Finding #14:** The office support and finance positions were reduced during the recession. The remaining three positions are insufficient to support all the headquarters programs and personnel. This results in senior managers performing their own support work instead of their core duties.

**Recommendation #4:** The headquarters office support position plan to add 1.5 FTE positions from FY 20/21 through FY 21/22 is appropriate and should be funded.

## **3.5 OPERATIONS DIVISION**

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The Operations Division administrative staff consists of a Deputy Fire Chief, two 40-hour Fire Captains, and three Battalion Chiefs assigned to a 56-hour shift schedule with collateral operational responsibilities. The Division has no dedicated administrative clerical support. Instead, the Office Assistant assigned to the Administrative Division functions as the primary Operations administrative support person.

### **3.5.1 Key Program Responsibilities**

Key Operations Division administrative responsibilities include:

- ◆ Administrative systems and procedures.
- ◆ Employee training for fire, rescue, and emergency medical service skills.
- ◆ Labor/management issues.
- ◆ Strategic planning.
- ◆ Risk management.
- ◆ Implementation of best practices.



### **3.5.2 Key Deputy Fire Chief Responsibilities**

- ◆ Plans, organizes, directs, and coordinates all fire suppression, rescue, and emergency medical services.
- ◆ Provides highly responsible and technical staff assistance to the Fire Chief, City Manager, and City Council.
- ◆ Directs development and implementation of Division goals, objectives, priorities, policies, procedures, and operating guidelines.
- ◆ Directs the forecasting of the funds needed for staffing, equipment, materials, and supplies in assisting with the development and management of the Department budget.
- ◆ Directs the monitoring and approval of expenditures.
- ◆ Conducts organizational and operational studies and investigations and creates reports and recommendations, including implementation of discipline procedures, as necessary.
- ◆ Represents the City in relationships with the public, community groups, professional organizations, and outside agencies.
- ◆ Responds as needed to provide high-level chief officer support at all times.

### **3.5.3 Key Operations Battalion Chief Administrative Responsibilities**

- ◆ Plans, coordinates, and manages activities during multiple-company emergency responses, including fires, technical rescue operations, and mass casualty incidents.
- ◆ Performs professional administrative and managerial duties for assigned shift.
- ◆ Ensures operational readiness of fire crews by managing a platoon to ensure all positions are filled, daily updates and Daily Accountability spreadsheets are complete, and available resources are best deployed for Citywide coverage in response.
- ◆ Serves as the Incident Command chief officer for all emergencies as needed on their assigned platoon.
- ◆ Monitors daily fire crew productivity, including equipment and station maintenance, company drills and training, company fire inspections, and other operational and administrative functions.



- ◆ Oversees and participates in the training and development of assigned company personnel to meet the goals and objectives of individuals and the overall goals of the Department, including those related to health and fitness.
- ◆ Works with other management staff to maintain, revise, and improve overall Department operations.
- ◆ Supervises, trains, schedules, and evaluates assigned staff.
- ◆ Manages sub-Department program(s) as assigned, including operational oversight for Fleet Management.
- ◆ Assists with and works on special projects as assigned.

#### **3.5.4 Key Training and EMS Captain Responsibilities**

- ◆ Functions as the Department's primary point of contact for all fire, rescue, and emergency medical training.
- ◆ Develops training schedule to ensure completion of all required certification-based training and education.
- ◆ Oversees the Department's training records management system.
- ◆ Provides leadership to peer teams and subject matter experts who assist with training development and delivery.
- ◆ Provides functional supervision to emergency response personnel assigned to manage critical Department programs, including a shift-based fire captain that manages the state-mandated EMS Continuous Quality Improvement (CQI) program.

**Recommendation #5:** The City should improve the sustainability of medical patient documentation and treatment review and follow-up. One shift-assigned firefighter/Paramedic manages the Continuous Quality Improvement program for all shifts. There is no replacement to fill this critical function when this employee is on leave or otherwise unavailable.



### **3.5.5 Operations Division Assessment**

Citygate's assessment of Division administrative workload yielded the following.

**Finding #15:** The City uses two 40-hour Fire Captains (ranked lower than platoon Battalion Chiefs) for training and EMS program oversight. As peers to the Fire Captains, they hold limited management authority. Also, many administrative programs have been delegated to shift personnel, resulting in the possibility of a single point of failure when the shift person is not available.

**Finding #16:** The Department does not have a robust career development program or succession plan training. Given the normal turnover the Department experiences, it must prepare future supervisors and leaders before they are urgently needed.

Citygate's assessment of the Operations Division identified one significant single point of failure relative to critical functions, processes, and services in the administration of the Department's state- and locally mandated EMS CQI program.

**Recommendation #6:** An Administrative Battalion Chief should be added to provide management oversight to training, EMS, and the two assigned 40-hour Fire Captains. Additionally, due to the complexity of the programs, Fleet Management and Facilities Management should be assigned to the Administrative Battalion Chief.

**Recommendation #7:** The Department must create a career development and succession plan based on planned needs due to the time in career for the oldest members of the Department at all ranks.

### **3.6 FIRE PREVENTION DIVISION ASSESSMENT**

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The Fire Prevention Division consists of one Fire Marshal, one Deputy Fire Marshal, two Fire Inspector I's, one Fire Prevention Program Specialist, one Fire Prevention Technician, two part-time Fire Inspector I's, one part-time Fire Prevention Technician, one part-time Fire Prevention Assistant, one part-time Office Assistant, and four on-shift Fire Investigators.



### **3.6.1 Key Program Responsibilities**

Key Fire Prevention Division program responsibilities include:

- ◆ Adoption and enforcement of the California Fire Code.
- ◆ Review of all new development projects and building permits for conformance with applicable fire and life safety codes, ordinances, and regulations.
- ◆ Inspection of new building construction for conformance with applicable fire and life safety codes, ordinances, and regulations.
- ◆ Plan review and inspection of fire protection and detection systems for conformance with applicable codes, ordinances, and regulations, as well as appropriate design, installation, and operation.
- ◆ Regular inspection of designated building occupancies for conformance with applicable fire and life safety codes, ordinances, and regulations.
- ◆ Vegetation management, weed abatement, and Wildland Urban Interface issues.
- ◆ Code enforcement and hazard abatement.
- ◆ Public fire safety education.
- ◆ Fire investigations to determine cause and origin.
- ◆ Administer the Hazardous Materials Program under the Certified Unified Program Agency (CUPA) for the City.

### **3.6.2 Key Fire Marshal Responsibilities**

- ◆ Plans, organizes, directs, and evaluates all Fire Prevention Division functions and services.
- ◆ Provides responsive technical and administrative management of a comprehensive program of fire prevention, loss management, and hazardous materials/environmental protection.
- ◆ Reviews building and fire protection system plans and specifications and advises builders and developers.
- ◆ Oversees public relations and education programs.
- ◆ Manages the City's weed abatement program.
- ◆ Manages the City's Wildland Urban Interface Program.
- ◆ Manages the City's CUPA program.



- ◆ Manages the four Shift Fire Investigators.

### **3.6.3 Key Deputy Fire Marshal Responsibilities**

The Deputy Fire Marshal is also a Fire Investigator for the City. In that role he investigates all arson-related incidents from beginning to case closed after criminal adjudication, including:

- ◆ Assisting in planning, directing, and evaluating Fire Prevention Division functions, programs, and services.
- ◆ Assisting in formulating program policies, goals, and procedures; collecting and compiling relevant data.
- ◆ Conducting surveys, research, and statistical analyses; preparing summary reports.
- ◆ Assisting in the development of new program elements and/or program modifications to meet stated goals and objectives.
- ◆ Monitoring and coordinating daily operation of assigned program area(s), performing detailed administrative work, maintaining appropriate records and statistics, monitoring progress, and evaluating work measurement of programs.
- ◆ Developing and analyzing quantitative data and preparing summary reports.

### **3.6.4 Key Fire Prevention Inspector I Responsibilities**

- ◆ Performing technical inspections and investigative work to enforce compliance with applicable laws, ordinances, and regulations pertaining to the prevention and control of fires.
- ◆ Performing hazardous materials inspections.
- ◆ Performing fire investigations.

### **3.6.5 Key Fire Prevention Technician Responsibilities**

- ◆ Performing technical inspections and investigative work to enforce compliance with applicable laws, ordinances, and regulations pertaining to the fire and life safety codes for the City and the California State Fire Marshal's Office.

### **3.6.6 Key Fire Prevention Assistant Responsibilities**

- ◆ Weed abatement monitoring and inspections.
- ◆ Fire Code Permit issuance and compliance inspections.
- ◆ Fire and Life safety complaints from citizens and other City departments.



- ◆ Out-of-service Fire Alarms and detection systems monitoring.
- ◆ Knox box key entry boxes and installations.

### **3.6.7 Key Office Assistant Responsibilities**

- ◆ Provides technical, complex, and specialized office support for the Fire Prevention Division.

### **3.6.8 2014 Fire Prevention Master Plan Remaining Recommendations**

Citygate's assessment of the Fire Prevention Division indicates a progressive fire prevention and life safety program responsible for many programs. In 2014, Fire Prevention went through a deep assessment resulting in a Divisional Master Plan. The Fire Marshal has been diligently implementing the recommendations as funds could be provided, including a re-organization of internal personnel and duties, along with an appropriate use of outside private contractors for construction plan reviews.

The two largest remaining exposures at this review point are the limited office support staff time, meaning inspectors must conduct much of their own support work. As the fire prevention transactions are very technical, only having one trained support person leads to a possible single point of failure if they were to be absent for long periods of time.

The other issue is gaining an inspector to better support the weed and wildland fuel abatement work. While the City has effective codes and a modest program, more could be done given the wildfire exposure in the City. The City has not had the resources to undertake a thorough Community Wildfire Protection Program Plan. While the more dangerous wildfire areas are outside the City limits on Federal or State lands, having such a plan would help position Corona to make the best possible policies for wildland fire and community education programs.

Citygate's assessment of the Fire Prevention Division indicates a progressive fire prevention and life safety program responsible for many programs with limited staffing.

- ◆ The Vegetation Management program is vital to Corona's Fire Prevention Program and its Wildland Urban Interface areas. It is recommended that, when funding becomes available, a permanent budgeted position be instituted to manage the program and assist in other prevention areas.
- ◆ The Department should embrace the use of Geographical Information Systems (GIS) and prior fire incident cause to enhance and improve its fire inspection program. By using GIS data, the Department can identify and quantify the risks and hazards in the community. At the conclusion of this data collection and review, the Department can develop a list of target hazards in the community and develop a frequency of inspections based on risk, better utilizing its time and effort.



- ◆ The Department should investigate the incorporation and use of GIS programs having the ability to locate incidents, occupancies, and the data to develop a good management audit of its programs, identifying trends and potential needs.
- ◆ The City, as funds permit, should evaluate, redesign, and fund the delivery of fire prevention education to all aspects of the community. This program does not have to be overseen by a Fire Department sworn officer. The public education programs deserve emphasis as a key Fire Department service to the community and should include the requisite staffing hours and media material resources for public outreach.

### **3.7 EMERGENCY MANAGEMENT DIVISION**

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The Emergency Management Division consists of the Emergency Services Coordinator. The Division recently reallocated grant funding for FY 2019/2020, which will be used for part-time Emergency Management Assistants.

#### **3.7.1 Key Program Responsibilities**

Key Division program responsibilities include:

- ◆ Developing and maintaining the City's Multiple-Hazard Emergency Operations Plan.
- ◆ Developing and maintaining the City's Continuity of Operations Plan.
- ◆ Developing and maintaining the City's Continuity of Government Plan.
- ◆ Ensuring Federal and State management systems are adhered to.
- ◆ Coordinating public emergency alert and warning systems.
- ◆ Conducting public education and outreach programs.
- ◆ Managing grant programs for emergency management.
- ◆ Coordinating disaster recovery efforts.
- ◆ Coordinating disaster response training for City staff.
- ◆ Maintaining operational readiness of the City's Emergency Operations Center.
- ◆ Coordinating and maintaining operational awareness with the Riverside County Emergency Management Department.



### **3.7.2 Key Emergency Services Coordinator and Assistant's Responsibilities**

- ◆ Planning, developing, and implementing all disaster response and training activities for the City, including staff training, exercises, and community education programs.
- ◆ Developing and maintaining the City's Emergency Operations Plan and associated Essential Support Function documents, policies, and procedures.
- ◆ Maintaining the City's Local Hazard Mitigation Plan and ensuring it complies and supplants Riverside County's Hazard Mitigation Plan.
- ◆ Maintaining and evaluating the Continuity of Operations Plan specific for the City of Corona.
- ◆ Ensuring a Continuity of Government Plan specifically for the City of Corona is available.
- ◆ Ensuring Emergency Operations Center (EOC) policies, procedures, and checklists for key positions are available during an EOC activation.
- ◆ Planning, maintaining, and coordinating the maintenance and activation of the EOC, including tests of telecommunications equipment.
- ◆ Designing and conducting employee training and exercises for EOC activations.
- ◆ Serving as a liaison between City, County, and State governmental agencies regarding emergency management and disaster preparedness.

### **3.7.3 Emergency Management Division Assessment**

With the projected addition of the two part-time positions, the following is the Division's workplan for the next 12 months:

1. Improve EOC Organization and Readiness
  - Update 24-hour contact information and emergency notification system for EOC Responders
  - Implement section-specific training schedule for EOC Responder Staff
  - Complete Review of City Emergency Operations Plan
    - Review County ESFs for incorporation
    - Focus on communications/transportation/sheltering
  - Begin the Continuity of Operations Plan



2. Enhance the use and acquisition of Emergency Management Grants
  - Create schedule for grant reporting
  - Create schedule and priorities for quarterly grant purchases
  - Create checklist and associated timeframe for closeout process
3. Enhance the CERT program and its volunteers
  - Reconcile CERT contacts
  - Develop a CERT training schedule
    - Standard, teen, Spanish
    - Advance module training
4. Enhance the Emergency Management Education / Public Outreach Program.
  - Establish the foundation for an Emergency Preparedness / Public Education Program

Citygate finds these 12-month goals are very appropriate for the needs of the City in the short-term.

**Finding #17:** The Department's Emergency Services Coordinator had no dedicated staff until the recent addition of one grant-funded, part-time position. As such, the City's emergency management policies, procedures, and plans need review and updating.

**Recommendation #8:** The Emergency Management Division needs to update all of Corona's emergency preparedness policies, procedures, and plans, which include the City's Emergency Operations Plan and the Continuity of Operations Plan. Additional focus should be given to revamping community preparedness programs.

### **3.8 FLEET AND FACILITIES MAINTENANCE/SUPPORT PROGRAMS**

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#### **3.8.1 Fleet**

Citygate conducted a high-level review of the fire apparatus fleet program and learned that the City, in recent years, has shifted to outsourcing major repairs as it was unable to retain certified



fire apparatus mechanics. This change, whether cost effective or not, still creates operational impacts:

- ◆ A year ago, a Fire Engineer spent almost half a day per week on overtime, coordinating the scheduling and movement of apparatus between City and outside vendor repairs. There was not an easy central coordination point to smooth out the scheduling decisions.
- ◆ Time is lost when City shop or fire personnel, utilizing overtime, need to get apparatus to and from outside vendors.
- ◆ There are no easy methods to move fire units back after hours if they need to be pressed into service after completing only essential repairs. Many departments in disaster conditions will recall their mechanics and work non-stop to return units safely to service.

Citygate then undertook a high-level review of labor hours, costs, and parts expenses for City and outside repairs from July 2018 to April 2019. Citygate observed the outside shops' "blended" labor rates across all types of repairs amounted to \$123 per hour, with \$171,086 spent on parts. Citygate did not review the outside contracts and does not know what handling mark-up, if any, is on the parts. City labor rates, at a blended rate, amounts to \$75 per hour and a total of \$658 spent on parts, likely without any handling charges. Citygate does not suggest the outside charges are more than market rate and does not know, without further study by City staff, what will be required to transfer some of the fire apparatus work internally if that can even be cost-effectively achieved.

The newer Fleet Superintendent has significantly improved City shop throughput, the Fire Department's preventive maintenance schedule is now current, far fewer fire apparatus are going to outside vendors, and City mechanics are now licensed to drive the apparatus to outside repair vendors. While the shop issues have improved, Citygate still recommends the City fleet and fire team ensure the three issues outlined do not return and attempt to train and retain certified fire apparatus mechanics.

Recently, when the City did replace several aging fire apparatuses, monies used were from one-time funds, not a long-term saving strategy. While the new apparatus reduce maintenance costs for a while, the City should identify a viable replacement plan over a 25-year timeline for these essential units.

### **3.8.2 Fire Stations**

Citygate and a fire station specialist architect conducted a Fire Department Facilities Assessment as one component of the Department's 2013 Strategic Plan. Many of the conditions recommended for remediation in the 2013 report have not been addressed. The Department is getting funding for minor repairs, but the 2013 study found four stations ranging from 20 to 40 years of service and



these stations' designs, and in some cases sites, are too small to meet current standards and fire service needs.

The City needs to develop a long-term plan to address these aging infrastructure issues well before one or more stations has a safety or livability concern that causes, at a minimum, a temporary closure, thus lengthening response times in the affected neighborhood.

**Finding #18:** The City's consolidated fleet maintenance program does not currently employ certified fire mechanics. As a result, the Department sends the fire apparatus to outside vendors, frequently at a higher labor rate—a blended \$123 per hour as compared to the City's \$75 per hour rate.

**Finding #19:** The use of outside fire apparatus vendors requires considerable coordination by the Department, as well as qualified drivers from the Fleet Division or Fire Department to deliver and pick up apparatus.

**Finding #20:** Overall, the fire apparatus repair program appears to be inefficient and requires considerable management time, and the high use of outside vendors may not be cost effective.

**Finding #21:** Since the recession, the City has been unable to fund more than small repairs to the oldest fire stations and has not funded the 2013 long-term rehabilitation plan that was prepared.

**Finding #22:** While the City has recently funded the replacement of two engines and two ladder trucks, it does not have a long-term plan for the timely replacement of all apparatus. Prior to these four purchases, the average apparatus replacement age was 28 years. A normal expectation for replacement age is 20 years.

**Recommendation #9:** The City should deeply study the fire apparatus repair program and verify that the current frequent use of outside vendors and lack of certified fire apparatus mechanics is cost effective from all measures of cost, safety, and best practices.



**Recommendation #10:** The City should identify a long-term funding strategy for capital repair and, as needed, replacement of the oldest fire stations.

**Recommendation #11:** The City should adopt a long-term replacement funding strategy for the timely replacement of fire apparatus instead of waiting until apparatus are overdue and identifying one-time funding sources.

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### **3.9 OVERALL HEADQUARTERS EVALUATION**

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**SOC ELEMENT 8 OF 8**  
**HEADQUARTERS**  
**EVALUATION**

With a highly commendable degree of commitment and pride in service, all Department levels and areas contribute significantly to make ends meet for the administrative functions that keep the organization capable of delivering high quality service to the community. This widespread culture of participation is noble, but the circumstances that underlie its necessity are the result of professional staff reductions that pose a risk to the Department's ability to continue to deliver promised services.

Due to insufficient Office Assistant (clerical) capacity, clerical duties are transferred to Department management and field personnel, decreasing efficiency and increasing the cost of service. The three office support positions serve 16 technical positions across the Department's management and specialty program functions, in addition to fire station personnel with specialty assignments. These positions also serve as the first point of contact for citizens and businesses who reach out to the Department in person, via business phone lines, and through electronic means.

Additionally, the reduction of dedicated budget and systems analyst capabilities in the organization places more work on fire managers. This is not their core specialty, and it hinders them from doing what their job descriptions require.

Other reductions and staffing challenges impact the Department's capacity to fully execute on programs such as fleet management, training, medical services including CQI, and facilities management.



## APPENDIX A—RISK ASSESSMENT

### A.1 COMMUNITY RISK ASSESSMENT

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The third element of the Standards of Coverage (SOC) process is a community risk assessment. Within the context of an SOC study, the objectives of a community risk assessment are to:

**SOC ELEMENT 3 OF 8**  
**COMMUNITY RISK  
ASSESSMENT**

- ◆ Identify the values at risk to be protected within the community or service area
- ◆ Identify the specific hazards with the potential to adversely impact the community or service area
- ◆ Quantify the overall risk associated with each hazard
- ◆ Establish a foundation for current/future deployment decisions and risk-reduction / hazard-mitigation planning and evaluation
- ◆ A hazard is broadly defined as a situation or condition that can cause or contribute to harm. Examples include fire, medical emergency, vehicle collision, earthquake, flood, etc. Risk is broadly defined as the *probability of hazard occurrence* in combination with the *likely severity of resultant impacts* to people, property, and the community as a whole.

#### A.1.1 Risk Assessment Methodology

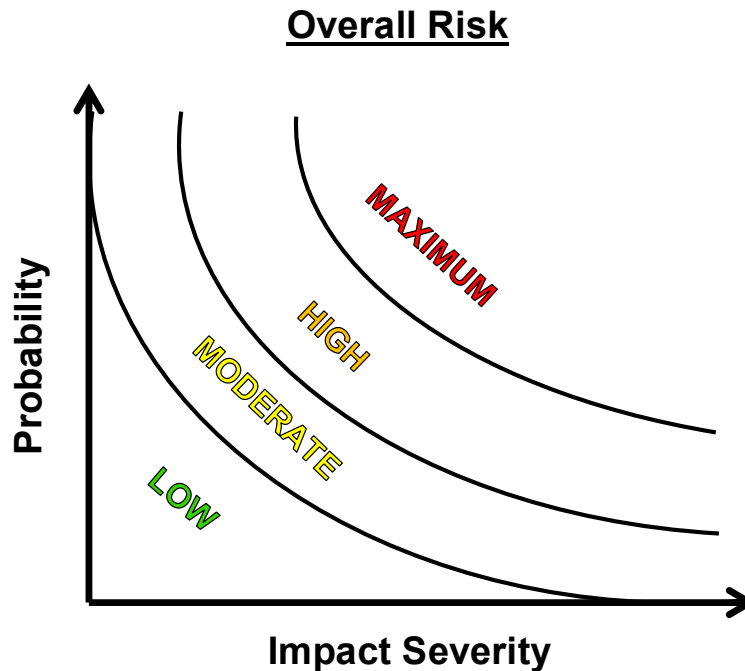
The following elements are incorporated into the methodology employed by Citygate to assess community risks as an integral element of an SOC study:

- ◆ Identification of geographic planning sub-zones (risk zones) appropriate to the community or jurisdiction
- ◆ Identification and quantification (to the extent data is available) of the specific values at risk to various hazards within the community or service area
- ◆ Identification of the fire and non-fire hazards to be evaluated
- ◆ Determination of the probability of occurrence for each hazard
- ◆ Identification and evaluation of multiple relevant impact severity factors for each hazard by planning zone using agency/jurisdiction-specific data and information



- ◆ Quantification of overall risk for each hazard based on probability of occurrence in combination with probable impact severity, as shown in Figure 15

**Figure 15—Overall Risk**



Citygate used the following data sources for this study to understand the hazards and values to be protected in the City:

- ◆ U. S. Census Bureau population and demographic data
- ◆ Insurance Services Office (ISO) building fire flow and construction data
- ◆ City geographical information systems (GIS) data
- ◆ City General Plan and Zoning information
- ◆ Riverside County Operational Area Hazard Mitigation Plan
- ◆ City of Corona Local Hazard Mitigation Plan
- ◆ Fire Department data and information

### A.1.2 Risk Assessment Summary

Citygate’s evaluation of the values at risk and hazards likely to impact the City yields the following:



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- ◆ The Fire Department serves a diverse population, with densities averaging 4,225 people per square mile, over a widely varied land use pattern.
- ◆ The City has a large inventory of residential, commercial, office, industrial, research, educational, and other non-residential uses typical of other California communities of similar size and demographics.
- ◆ The City has several significant areas where the wildland risk is high. This determination is due to historical data analysis, in conjunction with recent historical perspectives and reviews.
- ◆ The City has significant economic and other resource values to be protected, as identified in this assessment.
- ◆ The City of Corona and Riverside County have mass emergency notification systems to effectively communicate emergency information to the public in a timely manner.
- ◆ The City's overall risk for five hazards related to emergency services provided range from **Low** to **High**, as summarized in Table 18.

**Table 18—Overall Risk by Hazard**

Hazard		Planning Zone						
		Sta. 1	Sta. 2	Sta. 3	Sta. 4	Sta. 5	Sta. 6	Sta. 7
1	Building Fire	Low	Low	Low	Low	Low	Low	Low
2	Wildland Fire	Moderate	Moderate	Moderate	Moderate	High	High	High
3	Medical Emergency	High	High	High	Moderate	Moderate	Moderate	Moderate
4	Hazardous Material*	Moderate	Moderate	Moderate	Low	Low	Low	Low
5	Technical Rescue	Low	Low	Low	Low	Low	Low	Low

\* Hazardous Materials also includes CUPA sites in the analysis

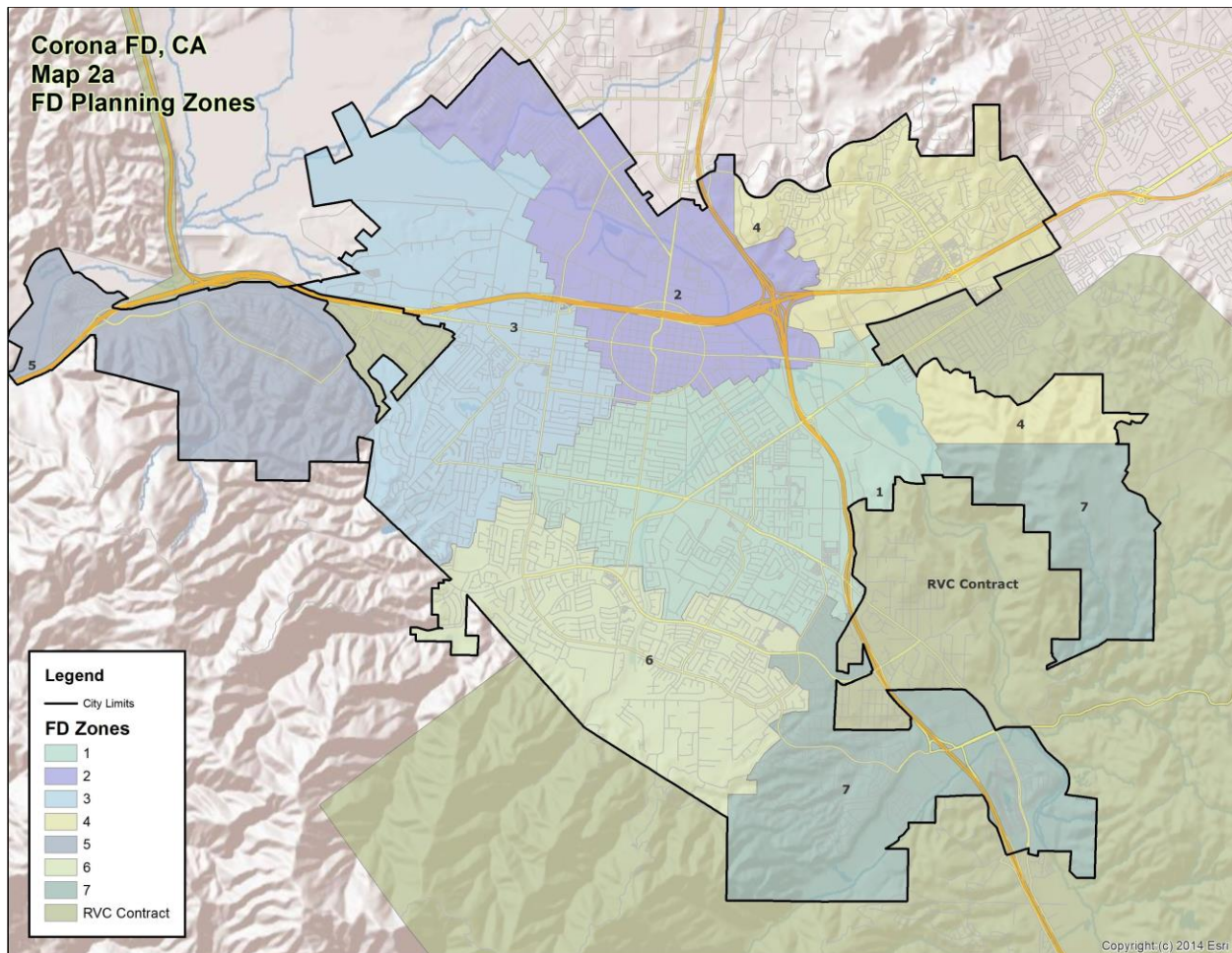
### A.1.3 Planning Zones

The Commission on Fire Accreditation International (CFAI) recommends that jurisdictions establish geographic planning zones to better understand risk at a sub-jurisdictional level. For example, portions of a jurisdiction may contain predominantly moderate risk building occupancies, such as detached single-family residences, while other areas contain high- or maximum-risk occupancies, such as commercial and industrial buildings with a high hazard fire load. If risk were to be evaluated on a jurisdiction-wide basis, the predominant moderate risk could outweigh the high or maximum risk and may not be a significant factor in an overall assessment of risk. If,



however, those high- or maximum-risk occupancies are a larger percentage of the risk in a smaller planning zone, then it becomes a more significant risk factor. Another consideration in establishing planning zones is that the jurisdiction's record management system must also track the specific zone for each incident to be able to appropriately evaluate service demand and response performance relative to each specific zone. For this assessment, Citygate utilized seven planning zones, incorporating each fire station's first-due response area, as shown in Figure 16.

**Figure 16—Risk Planning Zones**



#### **A.1.4 Values at Risk to Be Protected**

*Values at risk*, broadly defined, are tangibles of significant importance or value to the community or jurisdiction potentially at risk of harm or damage from a hazard occurrence. Values at risk typically include people, critical facilities/infrastructure, buildings, and key economic, cultural, historic, and/or natural resources.



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**People**

Residents, employees, visitors, and travelers in a community or jurisdiction are vulnerable to harm from a hazard occurrence. Particularly vulnerable are specific at-risk populations, including those unable to care for themselves or self-evacuate in the event of an emergency. At-risk populations typically include children less than 10 years of age, the elderly, and people housed in institutional settings. Table 19 summarizes key demographic data for Corona.

**Table 19—Key Demographic Data – City of Corona**

Demographic	2017	Percentage
Population	163,585	
Under 10 years	21,692	13.26%
10 – 19 years	24,393	14.91%
20 – 64 years	101,713	62.18%
65 – 74 years	9,627	5.89%
75 years and older	6,160	3.77%
Median age	34.7	N/A
Housing Units	51,774	
Owner-Occupied	32,404	62.59%
Renter-Occupied	17,549	33.90%
Average Household Size	3.30	N/A
Ethnicity		
Asian	21,985	13.44%
White	42,665	<b>26.08%</b>
Hispanic/Latino	71,506	<b>43.71%</b>
Black/African American	10,148	<b>6.20%</b>
Other	17,281	<b>10.56%</b>
Education (population over 24 yrs. of age)	105,465	64.47%
High School Graduate	89,548	84.91%
Undergraduate Degree	28,069	26.61%
Graduate/Professional Degree	9,462	8.97%
Employment (population over 15 yrs. of age)	126,969	77.62%
In Labor Force	83,684	65.91%
Unemployed	5,562	6.65%
Population Below Poverty Level	18,976	11.60%
Population without Health Insurance Coverage	19,193	11.73%

Source: U.S. Census Bureau (2017)



Of note from Table 19 is the following:

- ◆ Nearly 23 percent of the population is under 10 years or over 65 years of age.
- ◆ The City's population is predominantly Hispanic (44 percent) and White (26 percent), Asian (13 percent), followed by other ethnicities (11 percent) and Black/African American (6 percent).
- ◆ Of the population over 24 years of age, nearly 85 percent has earned a high school diploma or equivalent.
- ◆ Of the population over 24 years of age, nearly 36 percent has an undergraduate, graduate, or professional degree.
- ◆ Nearly 66 percent of the population 15 years of age or older is in the workforce; of those, 6.65 percent are unemployed.
- ◆ The population below the federal poverty level is 11.6 percent.
- ◆ Nearly 12 percent of the population does not have health insurance coverage.

### ***Buildings***

The City has more than 51,000 housing units, as well as a large inventory of non-residential occupancies including office, research, professional services, and retail sales buildings; restaurants/bars; motels; churches; schools; government facilities; healthcare facilities; and other non-residential uses.

### ***Building Occupancy Risk Categories***

The CFAI identifies the following four risk categories that relate to building occupancy:

**Low Risk** – includes detached garages, storage sheds, outbuildings, and similar building occupancies that pose a relatively low risk of harm to humans or the community if damaged or destroyed by fire.

**Moderate Risk** – includes detached single-family or two-family dwellings; mobile homes; commercial and industrial buildings of less than 10,000 square feet without a high hazard fire load; aircraft; railroad facilities; and similar building occupancies where loss of life or property damage is limited to the single building.

**High Risk** – includes apartment/condominium buildings; commercial and industrial buildings of more than 10,000 square feet without a high hazard fire load; low-occupant load buildings with high fuel loading or hazardous materials; and similar occupancies with potential for substantial loss of life or unusual property damage or financial impact.



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**Maximum Risk** – includes buildings or facilities with unusually high risk requiring an Effective Response Force (ERF) involving a significant augmentation of resources and personnel and where a fire would pose the potential for a catastrophic event involving large loss of life and/or significant economic impact to the community.

Evaluation of the City’s building inventory reveals 1,393 high- or maximum-risk building uses as they relate to the CFAI building fire risk categories as summarized in Table 20.

**Table 20—Building Occupancy Inventory by High Risk Category**

Building Occupancy Classification <sup>1</sup>		Number	Risk Category <sup>2</sup>
A-1	Assembly	4	High
E	Education (pre-school/private/middle/high/colleges)	71	High
H	Hazardous	66	High
I	Institutional	15	High
R-1	Hotel/Motel	18	High
R-2	Multi-Family Residential	1,138	High
R-2.1	Residential Care (more than 6 occupants)	3	High
R-3	Residential Board and Care Facilities	44	High
R-3.1	Residential Care (6 or fewer occupants)	34	High
<b>Total</b>		<b>1,393</b>	

<sup>1</sup> Source: City of Corona Fire Department.

<sup>2</sup> CFAI *Standards of Cover* (5th Edition).

### ***Critical Infrastructure / Key Resources***

The U. S. Department of Homeland Security defines critical infrastructure / key resources (CIKR) as those physical assets essential to the public health and safety, economic vitality, and resilience of a community, such as lifeline utilities infrastructure, telecommunications infrastructure, essential government services facilities, public safety facilities, schools, hospitals, airports, etc. The City of Corona’s Local Hazard Mitigation Plan<sup>4</sup> identifies 81 critical facilities within the City as shown in Table 21 and Figure 17. A hazard occurrence with significant impact severity affecting one or more of these facilities would likely adversely impact critical public or community services.

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<sup>4</sup> City of Corona 2017 Local Hazard Mitigation Plan, Section 4.1.



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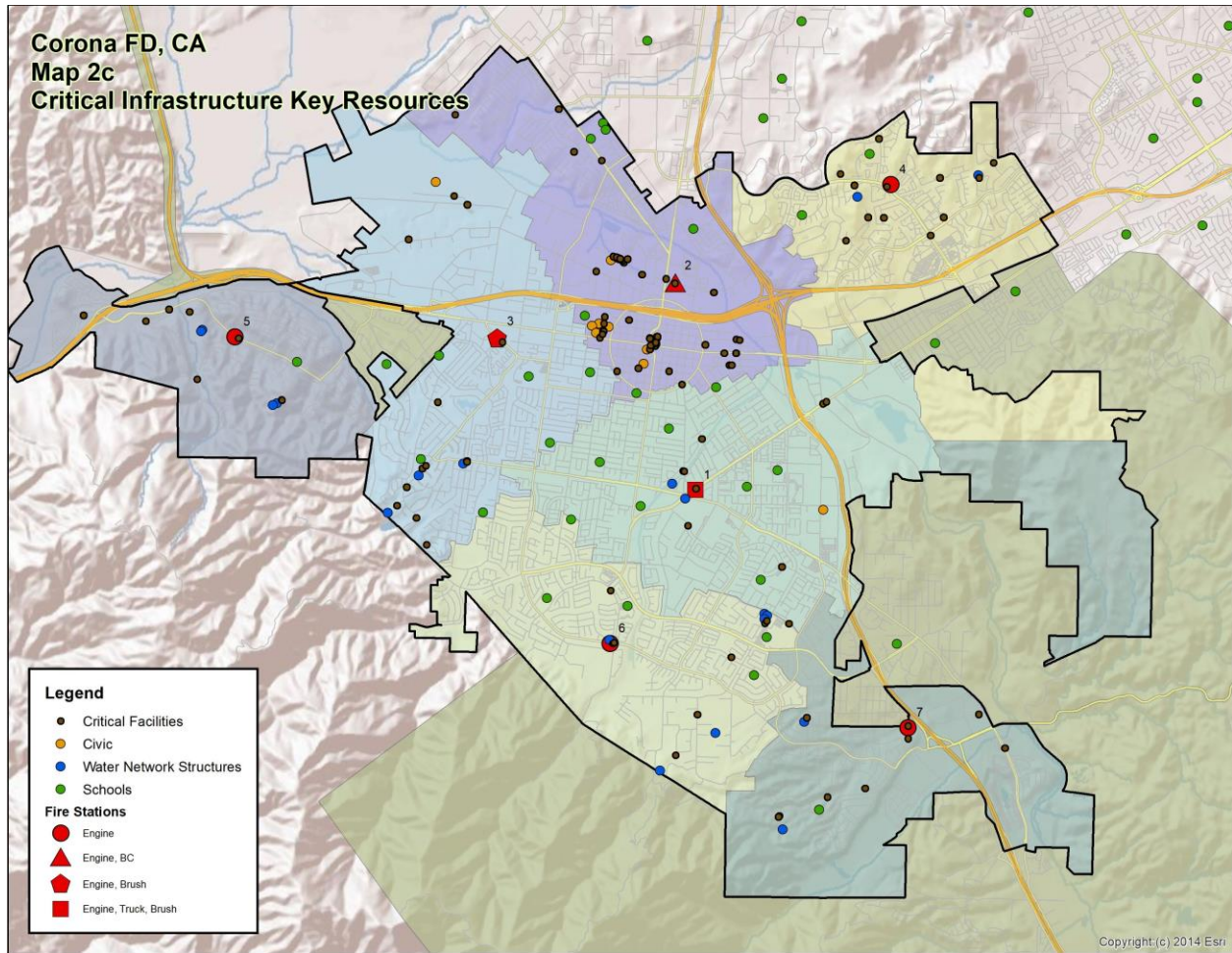
**Table 21—City of Corona Critical Facilities**

Critical Facilities Type	Quantity
Public Safety Dispatch	1
Emergency Operations Center	1
City Services	2
Fire Stations	7
Water Reservoirs	15
Water Treatment Plants	3
Wastewater Treatment Plants	3
Hospitals	2
Police Facilities	1
City Maintenance Yard	1
Senior Care	11
Schools	27
Radio Repeaters	7
<b>Total</b>	<b>81</b>

Reference: City of Corona 2017 Local Hazard Mitigation Plan, Figure 4.1.1



**Figure 17—Critical Facilities**



### *Economic Resources*

Key economic drivers for the City include manufacturing, professional, scientific, technology, and information systems. Major employers include:

- ◆ Corona Norco School District
- ◆ Corona Regional Medical Center
- ◆ Kaiser Permanente
- ◆ All American Asphalt
- ◆ City of Corona
- ◆ Fender USA
- ◆ TWR Framing



- ◆ Monster Energy
- ◆ Thermal Structures
- ◆ CoreMark International
- ◆ Dart Container Corporation
- ◆ Veg-Fresh Farms
- ◆ U.S. Food Service
- ◆ CIRCOR Aerospace
- ◆ Advanced Flow Engineering

### ***Natural Resources***

Natural resources within the City include numerous smaller community/regional parks, and multiple small lakes/ponds and minor waterways.

#### **A.1.5 Hazard Identification**

Citygate utilizes prior risk studies where available, fire and non-fire hazards as identified by the CFAI, and agency/jurisdiction-specific data and information to identify the hazards to be evaluated for this study.

The Corona Local Hazard Mitigation Plan identifies the following hazards and related risk categories for the City of Corona.



**Table 22—Hazard Risk Ranking – City of Corona<sup>1</sup>**

Rank	Hazard	Risk Category
1	Earthquake	High
2	Wildland Fire	High
3	Electrical Failure	Medium
4	Terrorist Event	Medium
5	Water Supply Disruption/Contamination	Medium
6	Flood	High
7	Emergent Disease/Contamination	Medium
8	Transportation Failure	High
9	Communications Failure	Medium
10	Pandemic Flu	Low

<sup>1</sup> Source: Corona Local Hazard Mitigation Plan

Although the Fire Department has no legal authority or responsibility to mitigate these risks, other than for wildland fire, it does provide services related to these hazards, including fire suppression, emergency medical services, technical rescue, and hazardous materials response.

The CFAI groups hazards into fire and non-fire categories, as shown in Figure 18. Identification, qualification, and quantification of the various fire and non-fire hazards are important factors in evaluating how resources are or can be deployed to mitigate risks.



**Figure 18—Commission on Fire Accreditation International Hazard Categories**

Fire	EMS	Hazardous Materials	Technical Rescue	Disasters
One and Two Family Residential Structures	Medical Emergencies	Transportation	Confined Space	Natural
Multi-Family Structures			Swift-Water Rescue	
Commercial Structures	Motor Vehicle Accidents		High and Low Angle	
Mobile Property		Fixed Facilities	Structural Collapse and Trench Rescue	Man Made
Wildland	Other			

Source: CFAI *Standards of Cover* (5<sup>th</sup> Edition).

### A.1.6 Service Capacity

Service capacity refers to the Department’s available response force; the size, types, and condition of its response fleet and any specialized equipment; core and specialized performance capabilities and competencies; resource distribution and concentration; availability of automatic and/or mutual aid; and any other agency-specific factors influencing its ability to meet current and prospective future service demand relative to the risks to be protected.

The Department’s service capacity for building fire, wildland fire, medical emergency, hazardous materials, and technical rescue risk consists of 33 personnel on duty daily staffing seven Type-1 fire engines and one aerial ladder truck. Each is staffed with a minimum of one EMT-Paramedic, all operating from the Department’s seven fire stations.

All response personnel are trained to either the Emergency Medical Technician (EMT) level, capable of providing Basic Life Support (BLS) pre-hospital emergency medical care, or EMT-Paramedic (Paramedic) level, capable of providing Advanced Life Support (ALS) pre-hospital emergency medical care. Ground Paramedic ambulance transport service is provided by American



Medical Response (AMR), a private-sector ambulance provider operating under an exclusive operating area contract administered by the Riverside County Emergency Medical Services Agency.

### **A.1.7 Probability of Occurrence**

*Probability of occurrence* refers to the probability of a future hazard occurrence during a specific period. Because the CFAI agency accreditation process requires annual review of an agency's risk assessment and baseline performance measures, Citygate recommends using the 12 months following completion of an SOC study as an appropriate period for the probability of occurrence evaluation. Table 23 describes the five probability of occurrence categories and related scoring criteria used for this analysis.

**Table 23—Probability of Occurrence Scoring Criteria**

Score	Probable Occurrence	Description	General Criteria
0–1.0	<i>Very Low</i>	Improbable	Hazard occurrence is <u>unlikely</u> .
1.25–2.0	<i>Low</i>	Rare	Hazard <u>could occur</u> .
2.25–3.0	<i>Moderate</i>	Infrequent	Hazard <u>should occur</u> infrequently.
3.25–4.0	<i>High</i>	Likely	Hazard <u>likely to occur</u> regularly.
4.25–5.0	<i>Very High</i>	Frequent	Hazard is <u>expected to occur</u> frequently.

Citygate's SOC assessments use recent multiple-year hazard response data to determine the probability of hazard occurrence for the ensuing 12-month period.

### **A.1.8 Impact Severity**

Impact severity refers to the extent a hazard occurrence impacts people, buildings, lifeline services, the environment, and the community as a whole. Table 24 describes the five impact severity categories and related scoring criteria used for this analysis.



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**Table 24—Impact Severity Scoring Criteria**

Score	Impact Severity	General Criteria
0–1.0	Insignificant	<ul style="list-style-type: none"> <li>• No serious injuries or fatalities</li> <li>• Few persons displaced for only a short duration</li> <li>• No or inconsequential damage</li> <li>• No or very minimal disruption to community</li> <li>• No measurable environmental impacts</li> <li>• Little or no financial loss</li> </ul>
1.25–2.0	Minor	<ul style="list-style-type: none"> <li>• Some minor injuries; no fatalities expected</li> <li>• Some persons displaced for less than 24 hours</li> <li>• Some minor damage</li> <li>• Minor community disruption; no loss of lifeline services</li> <li>• Minimal environmental impacts with no lasting effects</li> <li>• Minor financial loss</li> </ul>
2.25–3.0	Moderate	<ul style="list-style-type: none"> <li>• Some hospitalizations; some fatalities possible</li> <li>• Localized displacement of persons for up to 24 hours</li> <li>• Localized damage</li> <li>• Normal community functioning with some inconvenience</li> <li>• Minor loss of critical lifeline services</li> <li>• Some environmental impacts with no lasting effects, or small environmental impact with long-term effect</li> <li>• Moderate financial loss</li> </ul>
3.25–4.0	Major	<ul style="list-style-type: none"> <li>• Extensive serious injuries; significant number of persons hospitalized</li> <li>• Multiple fatalities possible</li> <li>• Significant displacement of many people for more than 24 hours</li> <li>• Significant damage requiring external resources</li> <li>• Community services disrupted; some lifeline services potentially unavailable</li> <li>• Some environmental impacts with long-term effects</li> <li>• Major financial loss</li> </ul>
4.25–5.0	Catastrophic	<ul style="list-style-type: none"> <li>• Large number of severe injuries and fatalities possible</li> <li>• Local/regional hospitals impacted</li> <li>• Large number of persons displaced for an extended duration</li> <li>• Extensive damage</li> <li>• Widespread loss of critical lifeline services</li> <li>• Community unable to function without significant support</li> <li>• Significant environmental impacts and/or permanent environmental damage</li> <li>• Catastrophic financial loss</li> </ul>

### A.1.9 Overall Risk

Overall hazard risk is determined by multiplying the *probability of occurrence score* by the *impact severity score*. The resultant total determines the overall *risk rating* as described in Table 25.



**Table 25—Overall Risk Score and Rating**

Overall Risk Score	Overall Risk Rating
0–5.99	LOW
6.0–11.99	MODERATE
12.0–19.99	HIGH
20.0–25.0	MAXIMUM

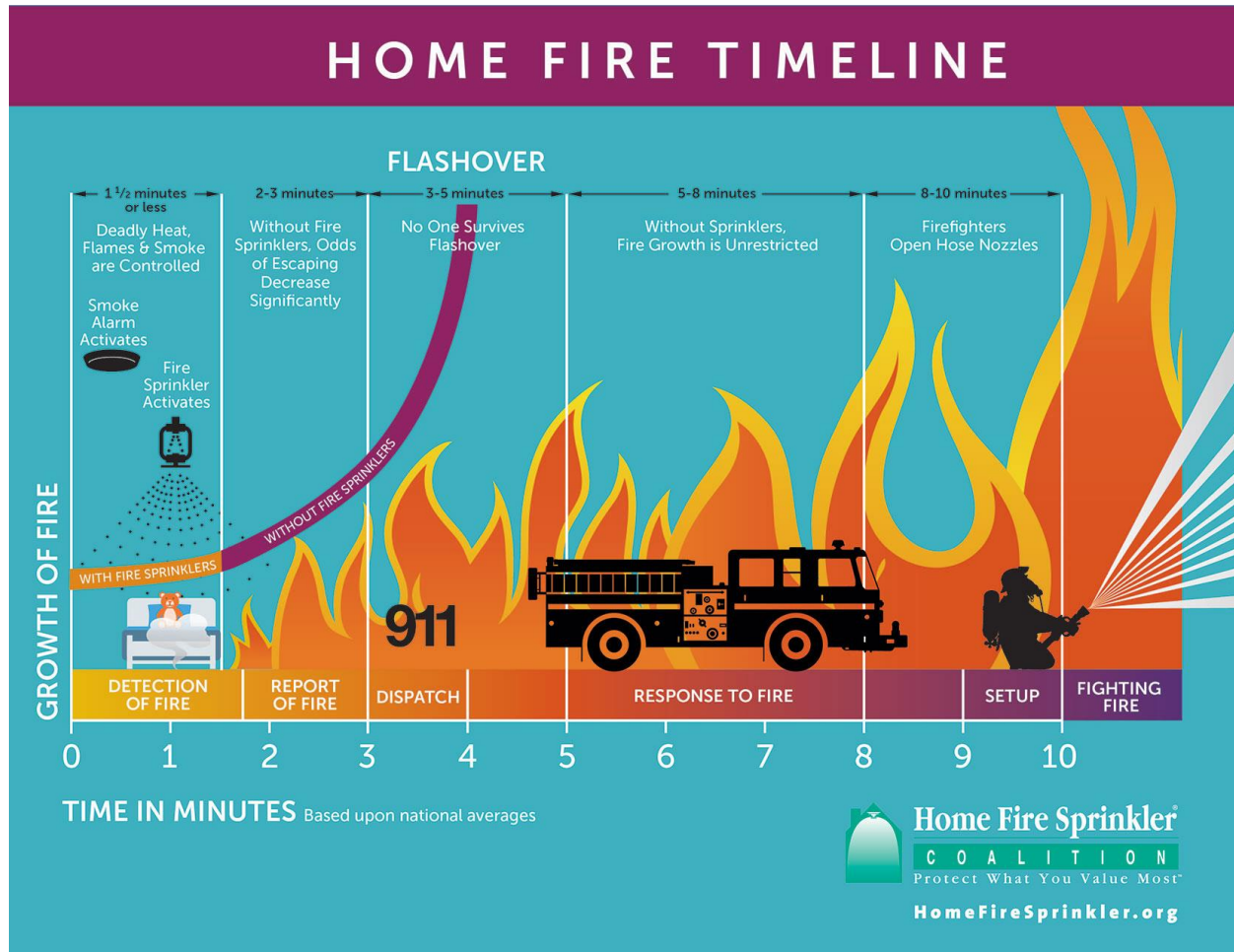
#### **A.1.10 Building Fire Risk**

One of the primary hazards in any community is building fire. Building fire risk factors include building size, age, construction type, density, occupancy, number of stories above ground level, required fire flow, proximity to other buildings, built-in fire protection/alarm systems, available fire suppression water supply, building fire service capacity, fire suppression resource deployment (distribution/concentration), staffing, and response time. Citygate used available data from the Department, the U. S. Census Bureau, and the Insurance Services Office (ISO) to assist in determining the City’s building fire risk.

Figure 19 illustrates the building fire progression timeline and shows that flashover, which is the point at which the entire room erupts into fire after all the combustible objects in that room reach their ignition temperature, can occur as early as 3:00 to 5:00 minutes from the initial ignition. Human survival in a room after flashover is extremely improbable.



**Figure 19—Building Fire Progression Timeline**



Source: <http://www.firesprinklerassoc.org>.

### **Population Density**

Population density within the City ranges from less than 3,000 people per square mile to more than 14,000 per square mile. Although risk analysis across a wide spectrum of other Citygate clients shows no direct correlation between population density and building fire *occurrence*, it is reasonable to conclude that building fire *risk* relative to potential impact on human life is greater as population density increases, particularly in areas with high density, multiple-story buildings.

### **High Fire Flow Requirements**

One of the many factors evaluated by the ISO is needed fire flow (NFF), which is the amount of water that would be required in gallons per minute (GPM) if the building were seriously involved in fire. For Corona, the ISO database evaluated 2,224 buildings, 342 of which have an NFF of more than 2,500 GPM, as shown in Map #2e in **Volume 2** (Map Atlas).



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This is a significant amount of firefighting water to deploy, and a major fire at any one of these buildings would require commitment of the Department's entire on-duty force plus mutual aid. Using a generally accepted figure of 50 GPM per firefighter on large building fires, a fire in a building requiring 2,500 GPM would require 50 firefighters, which exceeds the Department's daily response force by 17 personnel. A significant fire in any of these buildings not protected by an automatic fire sprinkler and/or a fire detection/alarm system would likely have a high impact severity.

### ***Water Supply***

A reliable public water system providing adequate volume, pressure, and flow duration in close proximity to all buildings is a critical factor in mitigating the potential impact severity of a community's building fire risk. Potable water is provided by the City, and according to Fire Department staff, available fire flow is sufficient throughout the City, with no areas of sub-standard flow or pressure.

### ***Building Fire Service Demand***

For the five-year period from January 1, 2014, through December 31, 2018, the City experienced 325 building fire incidents, as summarized in Table 26.

**Table 26—Building Fire Service Demand**

Risk	Year	Planning Zone							Total Incidents
		Sta. 1	Sta. 2	Sta. 3	Sta. 4	Sta. 5	Sta. 6	Sta. 7	
Building Fire	2014	18	7	14	8	2	6	4	59
	2015	19	18	13	18	4	6	3	81
	2016	12	15	21	8	6	9	4	75
	2017	5	8	10	9	3	8	3	46
	2018	6	7	22	8	8	8	4	63
Total		60	55	80	51	23	37	18	324

As Table 26 illustrates, building fire service demand was consistent across the five-year study period, with the highest volume of incidents occurring at Station 3 and the lowest at Station 7. Overall, the Department's building fire service demand is very low, comprising less than one percent of all calls for service, which is typical of other California jurisdictions of similar size and demographics.



### ***Probability of Building Fire Occurrence***

Table 27 summarizes Citygate’s scoring of building fire probability by planning zone based on building fire service demand from Table 26.

**Table 27—Building Fire Probability Scoring**

Building Fire	Planning Zone						
	Sta. 1	Sta. 2	Sta. 3	Sta. 4	Sta. 5	Sta. 6	Sta. 7
Probability	1.50	1.50	1.50	1.50	1.25	1.25	1.25

### ***Building Fire Impact Severity***

Table 28 summarizes Citygate’s scoring of the City’s probable building fire impact severity by planning zone.

**Table 28—Building Fire Impact Severity Scoring**

Building Fire	Planning Zone						
	Sta. 1	Sta. 2	Sta. 3	Sta. 4	Sta. 5	Sta. 6	Sta. 7
Impact Severity	3.0	3.0	3.0	3.0	3.0	3.0	3.0

### ***Overall Building Fire Risk***

Table 29 summarizes the City’s overall building fire risk scores and ratings by planning zone.

**Table 29—Overall Building Fire Risk**

Building Fire	Planning Zone						
	Sta. 1	Sta. 2	Sta. 3	Sta. 4	Sta. 5	Sta. 6	Sta. 7
Total Risk Score	4.50	4.50	4.50	4.50	3.75	3.75	3.75
Risk Rating	Low	Low	Low	Low	Low	Low	Low

#### **A.1.11 Vegetation/Wildland Fire Risk**

Many areas of the City are susceptible to a vegetation/wildland fire.

#### ***Wildland Fire Hazard Severity Zones***

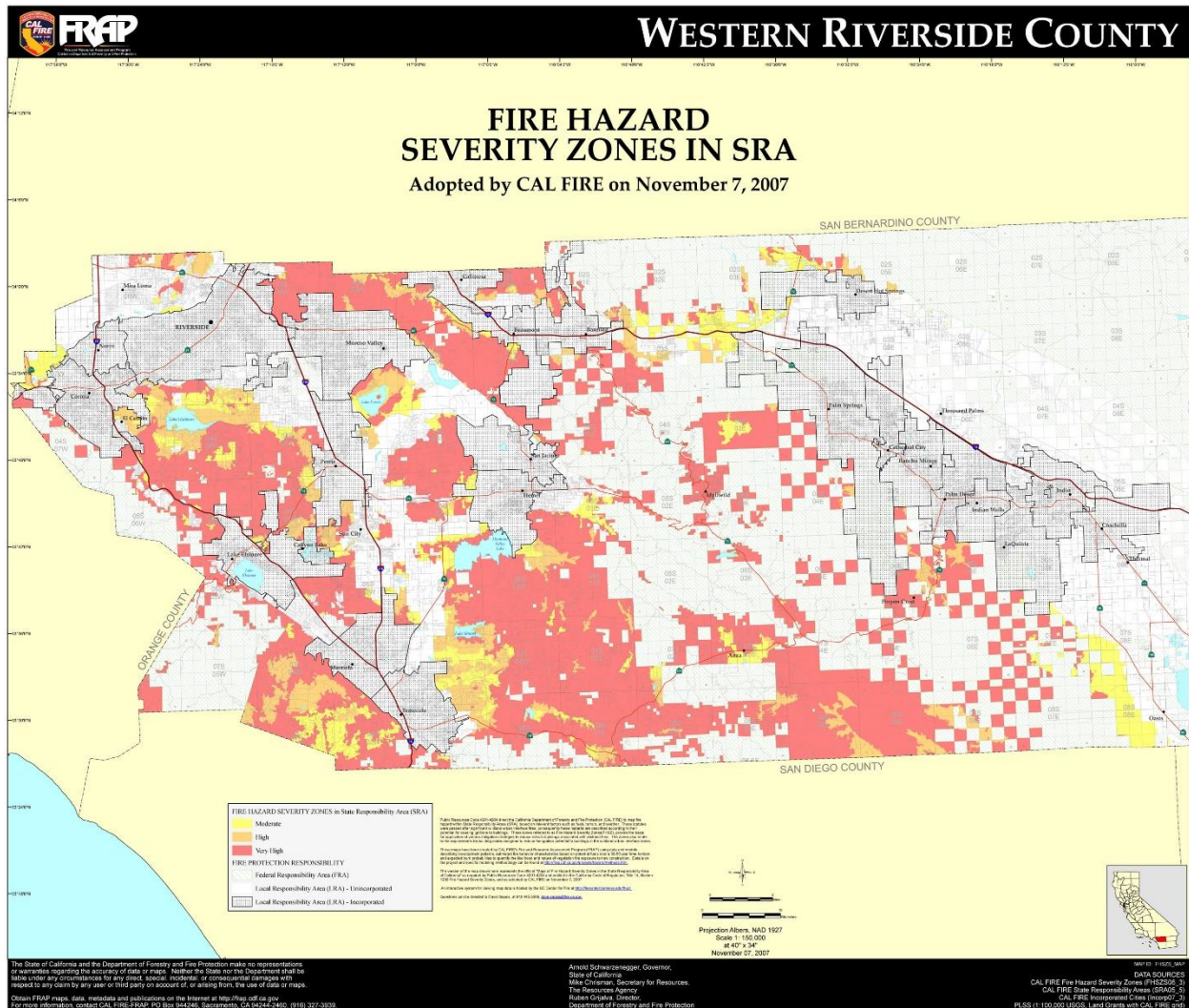
The California Department of Forestry and Fire Protection (CAL FIRE) designates wildland Fire Hazard Severity Zones (FHSZ) throughout the State based on analysis of multiple wildland fire



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hazard factors and modeling of potential wildland fire behavior. For State Responsibility Areas (SRAs) where CAL FIRE has fiscal responsibility for wildland fire protection, CAL FIRE designates Moderate, High, and Very High FHSZs by county, as shown in Figure 20 for Riverside County. Note that many areas of the City are classified as *Moderate*, *High*, or *Very High* FHSZ.

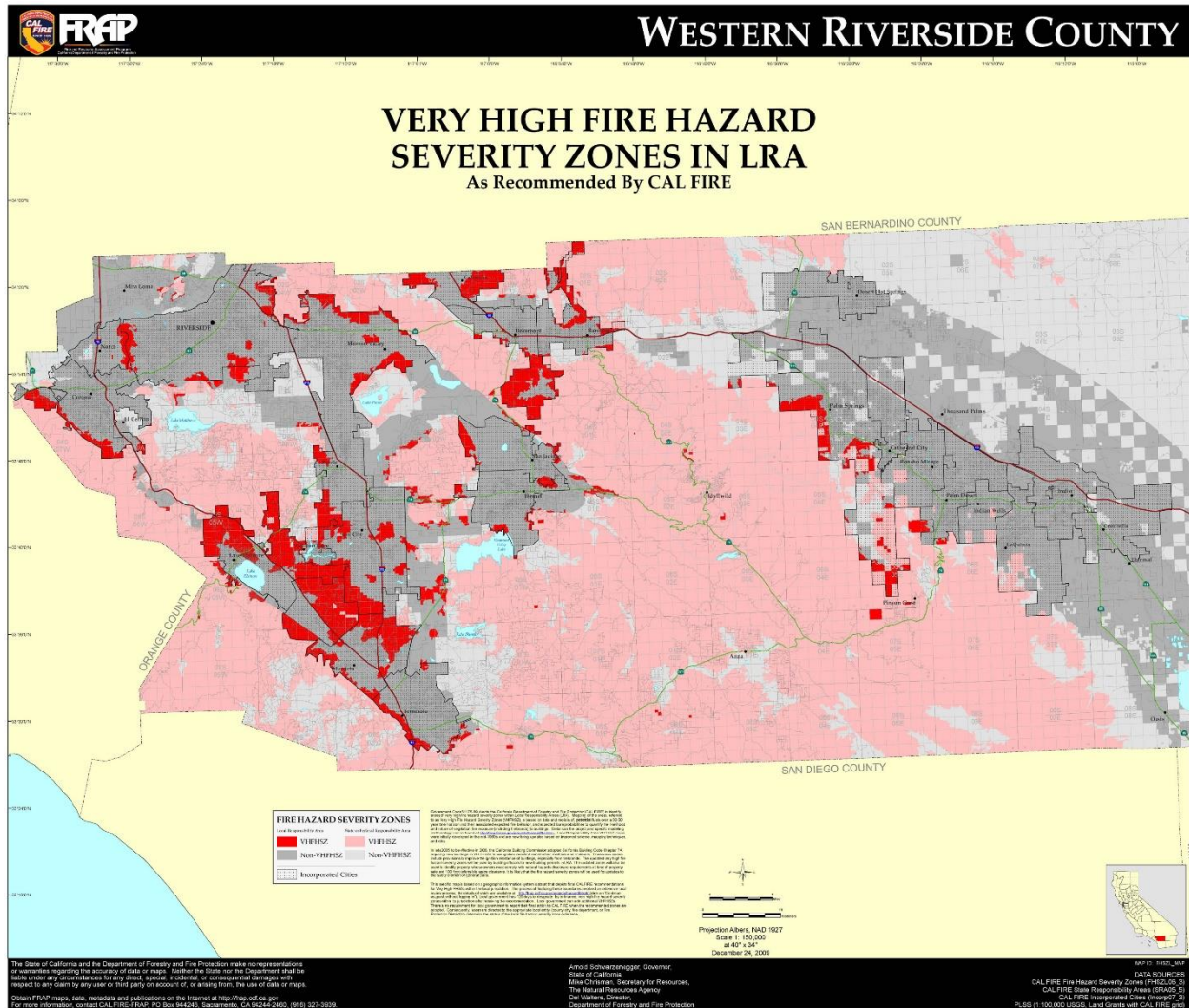
**Figure 20—SRA Wildland Fire Hazard Severity Zones – Riverside County**



CAL FIRE also identifies recommended FHSZs for Local Responsibility Areas (LRAs), where a local jurisdiction bears the fiscal responsibility for wildland fire protection, including incorporated cities. No wildland fire hazard severity zones have been recommended by CAL FIRE for Corona.



**Figure 21—LRA Wildland Fire Hazard Map**



## Wildland Fuels

Wildland fuel factors influencing fire intensity and spread include fuel type (vegetation species), height, arrangement, density, and moisture. In addition to decorative landscape species, vegetative fuels within the City consist of a mix of annual grasses and weeds, as well as deciduous, eucalyptus, and mixed conifer trees. Once ignited, vegetation fires can burn intensely and contribute to rapid fire spread under the right fuel, weather, and topographic conditions.

## Weather

Weather elements such as temperature, relative humidity, wind, and lightning also affect vegetation fire potential and behavior. High temperatures and low relative humidity dry out vegetative fuels, creating a situation where fuels will more readily ignite and burn more intensely.



Wind is the most significant weather factor influencing vegetation fire behavior; higher wind speeds increase fire spread and intensity. Wildland fire season, when wildland fires are most likely to occur due to fuel and weather conditions, occurs from approximately May through October in Riverside County.

### ***Topography***

The City sits at the northern base of the Santa Ana Mountains and borders the Cleveland National Forest. The shared boundary between the City and the forest is about 12 miles in length. The fuels include heavy brush with oaks, sycamore, and pines on the slopes and drainages. Residential structures are immediately adjacent to this forest area throughout the entire boundary. Some residences are newer structures with good clearances, and some are much older with less clearance.

The western portion of the City sits at the base of Prado Dam, which is the headwater for the Santa Ana River Canyon. The Santa Ana River Canyon's steep topography and east-west alignment serve as a wind funnel. The geography increases the wind's speed and magnifies the effects of fire on the available fuel bed, contributing to the rapid rate of fire spread. The northern side of this canyon comprises primarily light flashy fuels due to frequent burning and fuel-type conversion, and the southern side comprises primarily heavy brush. There is significant fire history in this canyon area. State Route 91 parallels the Santa Ana River throughout the canyon. Developments contain structures that sit adjacent to wildland areas throughout the western areas of the City.

The northwest area of the City sits in the Prado Basin behind the Prado Dam and there are several developments that adjoin some heavy fuels.

The northeast area sits in the Corona Hills and developments are built up to and on top of the hills. These hills comprise primarily of light flashy fuels due to frequent burning and fuel-type conversion.

The eastern edge of the City is bordered by hills and Eagle Valley. This area has not been developed and is comprised of light flashy fuels due to frequent burning and fuel-type conversion. Fires occur frequently, but there is very little structural threat. The City's hilly terrain can contribute to wildland fire behavior and spread.

### ***Water Supply***

Another significant vegetation fire impact severity factor is water supply immediately available for fire suppression. According to Department staff, available fire flow is sufficient within the areas of the City likely to experience a vegetation fire.

### ***Wildland Fire Hazard Mitigation***

Hazard mitigation refers to specific actions or measures taken to prevent a hazard from occurring and/or to minimize the severity of impacts resulting from a hazard occurrence. While none of the



hazards subject to this study can be entirely prevented, measures *can* be taken to minimize the consequences. The City of Corona’s Hazard Mitigation Plan identifies the following wildfire hazard mitigation alternatives:

- ◆ Clear potential fuels, such as dry underbrush and diseased trees, on property
- ◆ Implement best management practices on public lands
- ◆ Create and maintain defensible space around structures and infrastructure
- ◆ Enhance building code to include use of fire-resistant materials in high hazard areas
- ◆ Use fire-resistant plantings in buffer areas of high wildfire threat
- ◆ Increase public outreach and education efforts, including an active Firewise program
- ◆ Identify fire response and alternative evacuation routes
- ◆ Become a Firewise community
- ◆ Use academia to study impacts/solutions to wildfire risk
- ◆ Establish/maintain mutual-aid agreements between fire service agencies
- ◆ Create/implement fire plans
- ◆ Consider the probable impacts of climate change on the risk associated with the wildfire hazard in future land-use decisions

### ***Vegetation/Wildland Fire Service Demand***

The City experienced 218 vegetation/wildland fires over the five-year study period, summarized in Table 30.

**Table 30—Vegetation/Wildland Fire Service Demand**

Risk	Year	Planning Zone							Total Incidents
		Sta. 1	Sta. 2	Sta. 3	Sta. 4	Sta. 5	Sta. 6	Sta. 7	
Vegetation Fire	2014	9	12	7	7	2	0	0	37
	2015	5	7	11	4	2	0	3	32
	2016	3	10	6	9	6	5	2	41
	2017	8	7	14	7	11	6	7	60
	2018	13	5	17	7	4	0	2	48
<b>Total</b>		<b>38</b>	<b>41</b>	<b>55</b>	<b>34</b>	<b>25</b>	<b>11</b>	<b>14</b>	<b>218</b>



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As Table 30 shows, vegetation/wildland fire service demand was consistent over the five-year study period, with the overall highest occurrence at Station 3 and the lowest occurrence at Station 6. Overall, vegetation fire service demand is extremely low.

The Department identified 40 major wildland fires impacting the City since 1948, including six in the last decade. In addition, CAL FIRE's wildland FHSZ map for western Riverside County identifies **Moderate**, **High**, and **Very High** FHSZs in the north, northwest, west, southwest, east, and southeast sections of the City.

***Probability of Vegetation/Wildland Fire Occurrence***

Table 31 summarizes Citygate's scoring of vegetation/wildland fire probability by planning zone based on service demand history from Table 30 and local wildland fire history.

**Table 31—Vegetation/Wildland Fire Probability Scoring**

Vegetation/Wildland Fire	Planning Zone						
	Sta. 1	Sta. 2	Sta. 3	Sta. 4	Sta. 5	Sta. 6	Sta. 7
Probability	2.00	2.00	2.00	2.75	3.00	3.00	3.00

***Wildland Fire Impact Severity***

Table 32 summarizes Citygate's scoring of vegetation/wildland fire impact severity by planning zone.

**Table 32—Vegetation/Wildland Fire Impact Severity Scoring**

Vegetation/Wildland Fire	Planning Zone						
	Sta. 1	Sta. 2	Sta. 3	Sta. 4	Sta. 5	Sta. 6	Sta. 7
Impact Severity	3.00	3.00	3.00	4.00	4.25	4.25	4.25



### **Overall Wildland Fire Risk**

Table 33 summarizes the Department's overall vegetation fire risk scores and ratings by planning zone.

**Table 33—Overall Vegetation/Wildland Fire Risk**

Vegetation/Wildland Fire	Planning Zone						
	Sta. 1	Sta. 2	Sta. 3	Sta. 4	Sta. 5	Sta. 6	Sta. 7
Total Risk Score	6.00	6.00	6.00	11.00	12.75	12.75	12.75
Risk Rating	Moderate	Moderate	Moderate	Moderate	High	High	High

#### **A.1.12 Medical Emergency Risk**

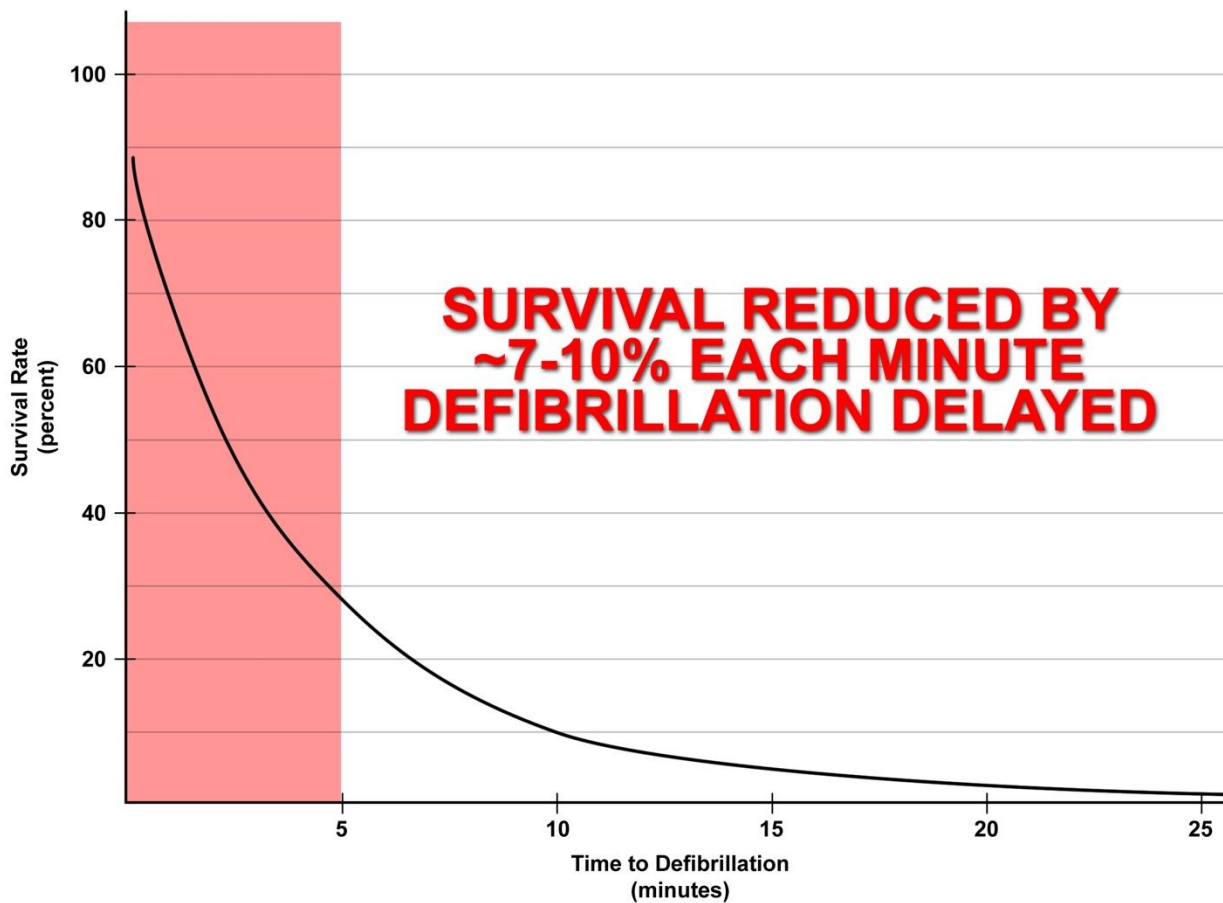
Medical emergency risk in most communities is predominantly a function of population density, demographics, violence, health insurance coverage, and vehicle traffic.

Medical emergency risk can also be categorized as either a medical emergency resulting from a traumatic injury or a health-related condition or event. Cardiac arrest is a serious medical emergency, among many, where there is an interruption or blockage of oxygen to the brain.

Figure 22 illustrates the reduced survivability of a cardiac arrest victim as time to defibrillation increases. While early defibrillation is one factor in cardiac arrest survivability, other factors can influence survivability as well, such as early CPR and pre-hospital advanced life support interventions.



**Figure 22—Survival Rate versus Time to Defibrillation**



Source: [www.suddencardiacarrest.org](http://www.suddencardiacarrest.org).

### **Population Density**

The City's population density ranges from less than 3,000 people per square mile to 14,000 per square mile, as shown in Map #2b in **Volume 2** (Map Atlas). Risk analysis across a wide spectrum of other Citygate clients shows a direct correlation between population density and the *occurrence* of medical emergencies, particularly in high urban population density zones.

### **Demographics**

Medical emergency risk tends to be higher among older, poorer, less educated, and uninsured populations. According to the U. S. Census Bureau, nearly 10 percent of the City's population is 65 and older; 11.6 percent of the population is at or below poverty level; 21 percent of the



population over 24 years of age has less than a high school education or equivalent; and 11.7 percent of the population does not have health insurance coverage.<sup>5</sup>

### ***Vehicle Traffic***

Medical emergency risk tends to be higher in those areas of a community with high daily vehicle traffic volume, particularly in areas with high traffic volume traveling at high speeds. The City's transportation network includes Highways 15 and 91, which carry an aggregate annual average daily traffic volume of 420,000 vehicles with a peak-hour load of 28,700 vehicles.<sup>6</sup>

### ***Medical Emergency Service Demand***

Medical emergency service demand over the five-year study period includes nearly 40,000 calls for service, comprising slightly more than 71 percent of total service demand over the same period, as summarized in Table 34.

**Table 34—Medical Emergency Service Demand**

Risk	Year	Planning Zone							Total Incidents
		Sta. 1	Sta. 2	Sta. 3	Sta. 4	Sta. 5	Sta. 6	Sta. 7	
Medical Emergency	2014	2,253	1,218	1,389	1,180	419	489	417	7,365
	2015	2,449	1,314	1,408	824	387	538	400	7,320
	2016	2,501	1,423	1,929	966	398	541	391	8,149
	2017	2,557	1,450	1,541	814	370	616	398	7,746
	2018	2,444	1,600	1,506	1,010	496	626	404	8,086
Total		12,204	7,005	7,773	4,794	2,070	2,810	2,010	38,666

\* This number includes only NFIRS Codes 311 and 321 in the calculations

As Table 34 shows, medical emergency service demand varies significantly by planning zone and is trending fairly stable for each station's response area. Overall, the City's medical emergency service demand is typical of other jurisdictions with similar demographics.

### ***Probability of Medical Emergency Occurrence***

Table 35 summarizes Citygate's scoring of medical emergency probability by planning zone based on recent medical emergency service demand from Table 34.

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<sup>5</sup> Source: U. S. Census Bureau (2016).

<sup>6</sup> Source: California Department of Transportation (2017).



**Table 35—Medical Emergency Probability Scoring**

Medical Emergency	Planning Zone						
	Sta. 1	Sta. 2	Sta. 3	Sta. 4	Sta. 5	Sta. 6	Sta. 7
Probability	4.50	4.00	4.00	3.75	3.25	3.50	3.25

### ***Medical Emergency Impact Severity***

Table 36 summarizes Citygate’s scoring of probable medical emergency impact severity by planning zone.

**Table 36—Medical Emergency Impact Severity Scoring**

Medical Emergency	Planning Zone						
	Sta. 1	Sta. 2	Sta. 3	Sta. 4	Sta. 5	Sta. 6	Sta. 7
Impact Severity	3.0	3.0	3.0	3.0	3.0	3.0	3.0

### ***Overall Medical Emergency Risk***

Table 37 summarizes the Department’s overall medical emergency risk scores and ratings by planning zone.

**Table 37—Overall Medical Emergency Risk**

Medical Emergency	Planning Zone						
	Sta. 1	Sta. 2	Sta. 3	Sta. 4	Sta. 5	Sta. 6	Sta. 7
Total Risk Score	13.50	12.00	12.00	11.25	9.75	10.50	9.75
Risk Rating	High	High	High	Moderate	Moderate	Moderate	Moderate

## **A.1.13 Hazardous Material Risk**

Hazardous material risk factors include fixed facilities that store, use, or produce hazardous chemicals or waste; underground pipelines conveying hazardous materials; aviation, railroad, maritime, and vehicle transportation of hazardous materials into or through a jurisdiction; vulnerable populations; emergency evacuation planning and related training; and specialized hazardous material service capacity.



### ***Fixed Hazardous Materials Facilities***

The City of Corona, serving as the State-designated CUPA for the County, identified 799 facilities within the City requiring a state or county hazardous material operating permit.

### ***Transportation-Related Hazardous Materials***

The City has transportation-related hazardous material risk as a result of its road transportation network with heavy daily truck traffic volume, including State Highway 91 and I-15. The City also has transportation-related hazardous material risk due to the more than 56 daily train movements through the City, many of which transport hazardous materials.<sup>7</sup>

### ***Population Density***

Because hazardous material emergencies have the potential to adversely impact human health, it is logical that the higher the population density, the greater the potential population exposed to a hazardous material release or spill. The City's population density ranges from less than 3,000 people per square mile to 14,000 per square mile.

### ***Vulnerable Populations***

Persons vulnerable to a hazardous material release/spill include those individuals or groups unable to self-evacuate, generally including children under the age of 10, the elderly, and persons confined to an institution or other setting where they are unable to leave voluntarily. Nearly 23 percent of the City's population is under age 10 or is 65 years of age and older.

### ***Emergency Evacuation Planning, Training, Implementation, and Effectiveness***

Another significant hazardous material impact severity factor is a jurisdiction's shelter-in-place / emergency evacuation planning and training. In the event of a hazardous material release or spill, time can be a critical factor in notifying potentially affected persons, particularly at-risk populations, to either shelter-in-place or evacuate to a safe location. Essential to this process is an effective emergency plan that incorporates one or more mass emergency notification capabilities, as well as pre-established evacuation procedures. It is also essential to conduct regular, periodic exercises involving these two emergency plan elements to evaluate readiness and to identify and remediate any planning and/or training gaps to ensure ongoing emergency incident readiness and effectiveness.

Although the City does not have a formal written emergency evacuation plan, it offers a free, subscription-based, mass emergency notification system that can provide emergency alerts, notifications, and other emergency information to email accounts, cell phones, smartphones,

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<sup>7</sup> Source: Federal Railroad Administration (2018).



**City of Corona Fire Department**  
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tablets, and landline telephones. Additionally, Riverside County also has its own alerting system known as Alert RivCo.

***Hazardous Material Service Demand***

The City experienced 918 hazardous material incidents over the five-year study period, as summarized in Table 38.

**Table 38—Hazardous Material Service Demand**

Risk	Year	Planning Zone							Total Incidents
		Sta. 1	Sta. 2	Sta. 3	Sta. 4	Sta. 5	Sta. 6	Sta. 7	
Hazardous Materials	2014	42	31	40	12	9	12	5	151
	2015	28	54	35	18	6	10	9	160
	2016	118	60	33	14	9	11	10	255
	2017	44	47	31	22	6	1	11	162
	2018	41	54	45	13	13	13	11	190
Total		273	246	184	79	43	47	46	918

As Table 38 indicates, hazardous material service demand varies by planning zone and was relatively constant over the past five years, with Station 1 having the highest demand and Stations 5 and 7 the lowest. Overall, the City’s hazardous material service demand is moderate.

***Probability of Hazardous Material Occurrence***

Table 39 summarizes Citygate’s scoring of hazardous materials probability by planning zone based on hazardous material service demand from Table 38.

**Table 39—Hazardous Material Probability Scoring**

Hazardous Materials	Planning Zone						
	Sta. 1	Sta. 2	Sta. 3	Sta. 4	Sta. 5	Sta. 6	Sta. 7
Probability	3.00	3.00	2.75	1.25	1.25	1.25	1.25



### ***Hazardous Material Impact Severity***

Table 40 summarizes Citygate’s scoring of probable hazardous material impact severity by planning zone.

**Table 40—Hazardous Material Impact Severity Scoring**

Hazardous Materials	Planning Zone						
	Sta. 1	Sta. 2	Sta. 3	Sta. 4	Sta. 5	Sta. 6	Sta. 7
Impact Severity	3.00	3.00	3.00	3.00	3.00	3.00	3.00

### ***Overall Hazardous Material Risk***

Table 41 summarizes the City’s overall hazardous material risk scores and ratings by planning zone.

**Table 41—Overall Hazardous Material Risk**

Hazardous Materials	Planning Zone						
	Sta. 1	Sta. 2	Sta. 3	Sta. 4	Sta. 5	Sta. 6	Sta. 7
Total Risk Score	9.00	9.00	8.25	3.75	3.75	3.75	3.75
Risk Rating	Moderate	Moderate	Moderate	Low	Low	Low	Low

#### **A.1.14 Technical Rescue Risk**

Technical rescue risk factors include active construction projects; structural collapse potential; confined spaces, such as tanks and underground vaults; bodies of water, including rivers and streams; industrial machinery use; transportation volume; and earthquake, flood, and landslide potential.

##### ***Construction Activity***

There is ongoing residential, commercial, industrial, and/or infrastructure construction activity occurring within the City.

##### ***Confined Spaces***

There are multiple confined spaces within the City, including tanks, vaults, open trenches, etc.

##### ***Transportation Volume***

Another factor is transportation-related incidents requiring technical rescue. This risk factor is primarily a function of vehicle, railway, maritime, and aviation traffic. Vehicle traffic volume is



the greatest of these factors within the City, with Highway 91 and I-15 carrying more than 420,000 vehicles daily.

### ***Earthquake Risk<sup>8</sup>***

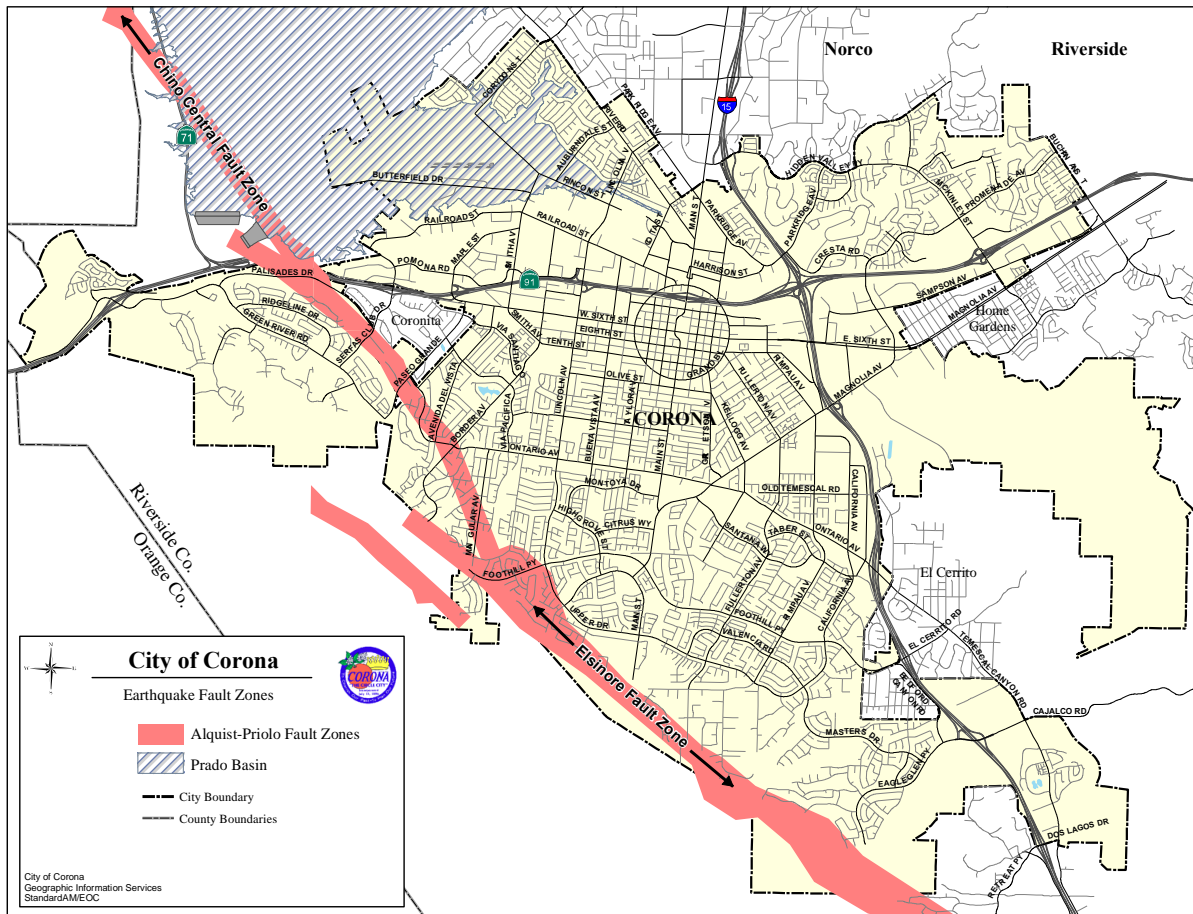
Three major seismic faults within the region have the potential to impact Corona, including the Elsinore Fault and the Tin Mine Fault. The City of Corona is considered to be seismically active, as is most of Southern California. Several known active or potentially active faults are located in and around Corona as shown in Figure 23. The Elsinore Fault zone is the closest major fault system to the City and one of the largest in Southern California. Historically, the Elsinore Fault zone has also been one of the least active systems. At its northern end, near the City, the Elsinore Fault zone splays into two segments, the Chino-Central Avenue Fault and the Whittier Fault. Along the southwestern portion of the City the Elsinore Fault zone is also referred to as the Glen Ivy Fault.

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<sup>8</sup> City of Corona 2017 Local Hazard Mitigation Plan, Section 4.4.



**Figure 23—Earthquake Faults**

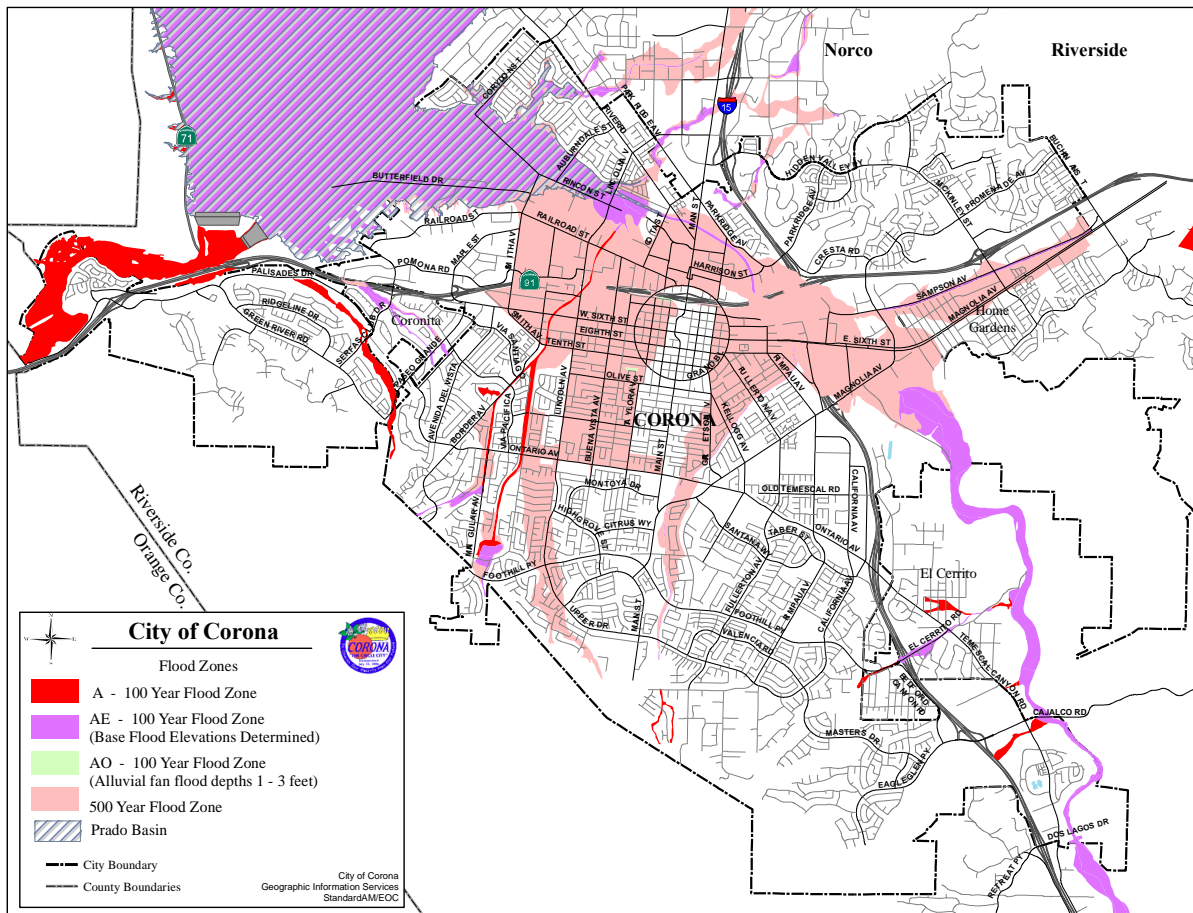




## Flood Risk<sup>9</sup>

Figure 24 shows the flood hazard areas for the City as identified by the Federal Emergency Management Agency.

**Figure 24—Flood Hazard Areas**



<sup>9</sup> Reference: Riverside County Operational Area Hazard Mitigation Plan.



### ***Technical Rescue Service Demand***

Over the five-year study period, there were 147 technical rescue incidents as summarized in Table 42.

**Table 42—Technical Rescue Service Demand**

Risk	Year	Planning Zone							Total Incidents
		Sta. 1	Sta. 2	Sta. 3	Sta. 4	Sta. 5	Sta. 6	Sta. 7	
Technical Rescue	2014	4	7	4	2	2	1	1	21
	2015	11	13	2	3	0	1	1	31
	2016	10	9	5	3	1	0	0	28
	2017	13	13	5	3	3	1	0	38
	2018	8	9	4	4	1	1	2	29
Total		46	51	20	15	7	4	4	147

As Table 42 shows, technical rescue service demand is very low, with Station 2 experiencing the highest demand.

### ***Probability of Technical Rescue Occurrence***

Table 43 summarizes Citygate’s technical rescue probability scoring by planning zone based on service demand from Table 42.

**Table 43—Technical Rescue Probability Scoring**

Technical Rescue	Planning Zone						
	Sta. 1	Sta. 2	Sta. 3	Sta. 4	Sta. 5	Sta. 6	Sta. 7
Probability	1.25	1.25	1.25	1.25	1.25	1.25	1.25

### ***Technical Rescue Impact Severity***

Table 44 summarizes Citygate’s scoring of probable technical rescue impact severity by planning zone.

**Table 44—Technical Rescue Impact Severity Scoring**

Technical Rescue	Planning Zone						
	Sta. 1	Sta. 2	Sta. 3	Sta. 4	Sta. 5	Sta. 6	Sta. 7
Impact Severity	3.00	3.00	3.00	3.00	3.00	3.00	3.00



***Overall Technical Rescue Risk***

Table 45 summarizes the Department's overall technical rescue risk scores and ratings by planning zone.

**Table 45—Overall Technical Rescue Risk**

Technical Rescue	Planning Zone						
	Sta. 1	Sta. 2	Sta. 3	Sta. 4	Sta. 5	Sta. 6	Sta. 7
Total Risk Score	3.75	3.75	3.75	3.75	3.75	3.75	3.75
Risk Rating	Low	Low	Low	Low	Low	Low	Low





Staff Report

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**File #:** 21-0803

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**REQUEST FOR CITY COUNCIL AND  
CORONA UTILITY AUTHORITY ACTION**

**DATE:** 09/01/2021

**TO:** Honorable Mayor and City Council Members  
Honorable President and Board Members

**FROM:** Utilities Department

**SUBJECT:**

Authorize a Professional Services Agreement with Royal Industrial Solutions for purchase of Allen-Bradley hardware products.

**EXECUTIVE SUMMARY:**

The City Council previously designated Allen-Bradley as the sole source provider of motor control centers and automation equipment. Royal Industrial Solutions is the only authorized dealer for Allen-Bradley hardware products in the Inland Empire. The Utilities Department, previously the Department of Water and Power, is requesting an annual purchase order of \$1,000,000 through June 30, 2026, for Allen-Bradley hardware products from Royal Industrial Solutions.

**RECOMMENDED ACTION:**

**That the:**

- a. City Council authorize the City Manager, or his designee, to execute a Professional Services Agreement with Royal Industrial Solutions of Riverside, CA for \$1,000,000 per year through June 30, 2026, for technical services and purchases of Allen-Bradley products.
- b. City Council authorize the Purchasing Manager to issue a purchase order to Royal Industrial Solutions of Riverside, CA, in the amount of \$1,000,000 per year through June 30, 2026.
- c. City Council authorize the City Manager, or his designee, to negotiate and execute non-substantive extensions, change orders, and amendments up to \$100,000 as authorized in Corona Municipal Code Section [3.08.080\(I\)](#).



- d. City Council make a determination under Corona Municipal Code Section [3.08.140\(E\)](#) that competitive bidding is not required for this purchase based upon the reasons provided in the "Basis for Exception to Competitive Bidding" section of this agenda report.
- e. Corona Utility Authority review, ratify, and to the extent necessary, direct the City Council to take the above actions.

**BACKGROUND & HISTORY:**

On June 19, 2013, the City Council approved Resolution No. 2013-057, designating certain equipment and products as "sole source" products for the construction of potable water, water reclamation, and reclaimed water facilities. Resolution No. 2013-057 designated Allen-Bradley as the sole-source product for motor control centers (MCC), control wiring terminals, Deutsches Institut für Normung (DIN) rail mounted circuit breakers, and programmable logic controllers (PLC). Allen-Bradley is the brand name of a product line of factory automation equipment which is currently manufactured and owned by Rockwell Automation. The sole source designation was performed after the initial evaluation process of various motor controller manufacturers on the open market. Evaluation factors included product specifications, product performance, meeting City safety requirements, and ease of integration and compatibility with existing equipment or products the City utilizes.

**ANALYSIS:**

Rockwell Automation manufactures industrial automation and control systems using Allen-Bradley hardware components and Rockwell Software control logic. The Utilities Department (UD) utilizes Rockwell Automation's Allen-Bradley equipment line of programmable logic controller products and MCCs to automate the operation and supervisory controls of Water and Water Reclamation Treatment Plants, pumping facilities, and remote UD sites. The Allen Bradley line of PLC equipment replaced the antiquated Modicon PLCs and Schneider PLCs, which had reached their useful life. Allen Bradley PLCs are widely used in the industry, have proven reliable for UD controls and control strategies, and integrate well with the current General Electric (GE) Digital iFix Supervisory Control and Data Acquisition (SCADA) software platform.

The UD has spent an average of \$774,722 annually on Allen-Bradley equipment with Royal Industrial Solutions during the last five years, as shown in Table 1. In Fiscal Year 2021, the UD purchased \$1,333,510 worth of Allen-Bradley equipment which included a MCC for the Mangular Blending Facility project for \$575,573 and a MCC for the Water Reclamation Facility No. 3 Lift Station project for \$534,090. The UD is requesting an annual purchase order of \$1,000,000 to accommodate the purchase of large equipment for capital improvement projects as well as equipment and components needed for ongoing maintenance of existing facilities.



Table 1	
Fiscal Year	Total Purchased
FY17	\$468,643
FY18	\$1,055,167
FY19	\$349,780
FY20	\$666,512
FY21	\$1,333,510

## **BASIS FOR EXCEPTION TO COMPETITIVE BIDDING**

Staff believes that an exception to competitive bidding is warranted for this purchase pursuant to Corona Municipal Code (CMC) Section [3.08.140\(E\)](#), which states as follows:

**“Purpose of bidding is otherwise accomplished.** When the purchasing agent and the authorized contracting party, with the approval of the City Manager, determine that it is in the best interest of the city and its administrative operations to dispense with public bidding for non-public projects under this chapter.”

Staff believes this exception to competitive bidding is warranted as Royal Industrial Solutions is the only authorized distributor of Rockwell Automation’s Allen-Bradley products in the Inland Empire. Royal Industrial Solutions is the only original equipment manufacturer (OEM) assigned distributor that can offer factory warranty coverage on purchased Allen-Bradley products. Warranty coverage is not applicable if any Allen-Bradley products are purchased outside the assigned geographical zoned authorized distributor. Currently, Allen-Bradley products make up a large percentage of the UD’s industrial control system which provides standardization, and reduces inventory cost, job training, compatibility issues, and programming variations. Further, Allen-Bradley products have proven reliability, serviceability, accuracy, and adaptability to a wide range of conditions.

The UD requests Royal Industrial Solutions as the preferred vendor for technical services and purchases of Rockwell Automation’s Allen-Bradley products and industrial electric components for the Water and Water Reclamation systems.

This designation would:

- provide access to local current product inventory, including spare and replacement parts,
- provide factory warranty coverage on Allen-Bradley products,
- provide technical assistance from local distributor product specialists,
- provide Rockwell Automation support of local distributor activities, and
- allow Royal Industrial Solutions to assist the City, its consultants, and contractors with up-front specification and technical assistance of new projects, which may result in additional cost savings and performance benefits.

## **FINANCIAL IMPACT:**

Funding for the recommended action is included in the Fiscal Year (FY) 2022 Utilities Department



Operating Budget and the budget of certain Capital Improvement Projects. Funding in future fiscal years will be recommended through the budget process.

**ENVIRONMENTAL ANALYSIS:**

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action approves Royal Industrial Solutions as a preferred vendor for Allen-Bradley/Rockwell Automation, Industrial Automation, and Control Products for purchase of equipment and technical services (on an as-needed basis) for projects to be identified later. Specific projects for which said equipment and services would be required must address all CEQA requirements on a project-by-project basis. Therefore, no environmental analysis is required.

**PREPARED BY:** VERNON R. WEISMAN, P.E., DISTRICT ENGINEER

**REVIEWED BY:** TOM MOODY, GENERAL MANAGER

**Attachments:**

1. Exhibit 1 - Professional Services Agreement - Royal Industrial Solutions
2. Exhibit 2 - Rockwell Automation Letter Confirming Royal Industrial Solutions as the only Local Authorized Distributor for Allen Bradley Products



**CITY OF CORONA  
PROFESSIONAL SERVICES AGREEMENT  
WITH CONSOLIDATED ELECTRICAL DISTRIBUTORS  
DBA/ROYAL INDUSTRIAL SOLUTIONS  
(INDUSTRIAL AUTOMATION AND CONTROL SYSTEMS – AS-NEEDED ALLEN-  
BRADLEY/ROCKWELL AUTOMATION PRODUCTS AND TECHNICAL SERVICES)**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 1st day of September, 2021 (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and Consolidated Electrical Distributors dba/Royal Industrial Solutions, a California corporation with its principal place of business at 3200 Russell Street, Riverside, California 92501 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Industrial Automation and Control System products and services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such services for the As-needed Allen-Bradley/Rockwell Automation Products and Technical Services project (“Project”) as set forth in this Agreement.

**2.3 Corona Utility Authority.**

Consultant understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority (“CUA”) for the maintenance, management and operation of those utility systems (collectively, the “CUA Management Agreements”). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).



### **3. TERMS.**

#### **3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Industrial Automation and Control System products and consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from September 1, 2021 to June 30, 2026 (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

#### **3.2 Responsibilities of Consultant.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant’s exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant’s conformance with the Schedule, City shall respond to Consultant’s submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.



3.2.3 Conformance to Applicable Requirements. All Services performed by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Robert Christensen.

3.2.5 City's Representative. The City hereby designates Tom Moody, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Robert Christensen, or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or



omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.



3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.



### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$3,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be



covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant.

(C) All Coverages. If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Consultant. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.5 Other Provisions; Endorsements Preferred. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Consultant:

(A) Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Consultant shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.6 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any



Services under this Agreement commence, Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

3.2.10.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.8 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best’s rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best’s rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.10 Reporting of Claims. Consultant shall report to the City, in addition to Consultant’s insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.10.11 Sub-Consultants. All sub-consultants shall comply with each and every insurance provision of this Section 3.2.10. Consultant shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.

3.2.10.12 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Consultant shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.



3.2.12 Payment Bond. The California Department of Industrial Relations (“DIR”) has communicated to the City that there is a possibility that a payment bond may be required for certain services provided in connection with a public works project. Since such a requirement is currently contrary to the industry standard for the services provided by Consultant under this Agreement and since there is no direct legal authority for this position, the City is not requiring Consultant to provide a payment bond at this time. However, the City hereby reserves the right to require the Consultant to obtain and provide a payment bond for some or all of the services provided by the Consultant under this Agreement.

If the City determines that a payment bond is required for the services pursuant to Civil Code Section 9550 or any other applicable law, rule or regulation, Consultant shall execute and provide to City a payment bond in an amount required by the City and in a form provided or approved by the City. In the event a payment bond is required, the City agrees to compensate Consultant for all documented direct costs incurred by Consultant for such payment bond. The Parties shall memorialize the terms of such additional compensation and any other terms and conditions associated with the payment bond in an amendment to this Agreement.

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.3 Fees and Payments.**

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed **One Million Dollars (\$1,000,000.00) (“Total Compensation”) per fiscal year ending June 30, 2022, June 30, 2023, June 30, 2024, June 30, 2025 and June 30, 2026**, without written approval of City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.



3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Consultant and its subconsultants shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the Project site. It is most efficient for the Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, Consultant may obtain a copy of the prevailing wages from the City’s Representative. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Apprenticeable Crafts. If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Consultant shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Consultant employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Consultant.

### **3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant



shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **3.5 Ownership of Materials and Confidentiality.**

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design



professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

### **3.6 General Provisions.**

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:



**Consultant:**

Royal Industrial Solutions  
3200 Russell Street  
Riverside, CA 92501  
Attn: Robert Christensen

**City:**

City of Corona  
400 South Vicentia Avenue  
Corona, CA 92882  
Attn: Tom Moody, General Manager  
Department of Water and Power

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as



specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.6.1 Subconsultants; Assignment or Transfer. Consultant shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Consultant shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subconsultants, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.6.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Consultant has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Consultant shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

3.6.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit,



privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.6.15 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

**[SIGNATURES ON NEXT 2 PAGES]**



**CITY'S SIGNATURE PAGE FOR**

**CITY OF CORONA  
PROFESSIONAL SERVICES AGREEMENT  
WITH CONSOLIDATED ELECTRICAL DISTRIBUTORS  
DBA/ROYAL INDUSTRIAL SOLUTIONS  
(INDUSTRIAL AUTOMATION AND CONTROL SYSTEMS – AS-NEEDED ALLEN-  
BRADLEY/ROCKWELL AUTOMATION PRODUCTS AND TECHNICAL SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**CITY OF CORONA**

By: \_\_\_\_\_  
Tom Moody  
General Manager

Reviewed By:

\_\_\_\_\_  
Kristian Alfelor  
DWP Operations Manager

Reviewed By:

\_\_\_\_\_  
Norman Bush  
Purchasing Manager

Attest:

\_\_\_\_\_  
Sylvia Edwards, City Clerk  
City of Corona, California



**CONSULTANT'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**PROFESSIONAL SERVICES AGREEMENT**  
**WITH CONSOLIDATED ELECTRICAL DISTRIBUTORS**  
**DBA/ROYAL INDUSTRIAL SOLUTIONS**  
**(INDUSTRIAL AUTOMATION AND CONTROL SYSTEMS – AS-NEEDED ALLEN-  
BRADLEY/ROCKWELL AUTOMATION PRODUCTS AND TECHNICAL SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**CONSOLIDATED ELECTRICAL DISTRIBUTORS**  
**DBA/ROYAL INDUSTRIAL SOLUTIONS**  
a California corporation

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title (President, Vice President or CEO)

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title (Secretary, Treasurer or CFO)



**EXHIBIT “A”  
SCOPE OF SERVICES**

Consultant is retained on an as-needed basis to provide Allen-Bradley/Rockwell Automation equipment line of industrial motor control centers, control wiring terminals, DIN rail mounted circuit breakers, and programmable logic controller products and technical services, including, but not limited to, custom design-build labor and services, electrical and power transmission products and services.

Consultant shall:

- Provide access to local current product inventory, including spare and replacement parts
- Provide factory warranty coverage on Allen-Bradley products and Rockwell Automation systems
- Provide technical assistance from local distributor product specialists
- Provide Rockwell Automation support of local distributor activities
- Assist the City, its consultants and contractors with up-front specification and technical assistance for new projects and provide the newest Rockwell Automation technologies



**EXHIBIT “B”**  
**SCHEDULE OF SERVICES**

Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the Allen-Bradley/Rockwell Automation equipment line of industrial products and services as requested by the City within any reasonable time frames established by City’s Representative within the Term of this Agreement.



**EXHIBIT “C”  
COMPENSATION**

Total Compensation shall not exceed \$1,000,000 per fiscal year ending June 30, 2022, June 30, 2023, June 30, 2024, June 30, 2025 and June 30, 2026 without authorized written approval of City’s Representative.

Product pricing is based on the Industrial Automation Electrical Component Special Pricing Agreement Workbook.





**Keith Hornberger**

Partner Manager

P: 1.714.306.2372

[kahornberger@rockwellautomation.com](mailto:kahornberger@rockwellautomation.com)

August 4<sup>th</sup>, 2021

Luis Navarro  
Financial Analyst  
City of Corona  
400 S Vicente Ave, Suite 215  
Corona CA 92882

Re: Rockwell Automation Authorized Distributors/Royal Industrial Solutions – Inland Empire

Dear Luis Navarro:

Rockwell Automation extends and enhances its own significant automation capabilities by partnering with a network of authorized distributors in order to ensure we are able to meet our customers technical and logistics requirements. Just a few of the many benefits that customers enjoy working with their local authorized Allen-Bradley distributor include:

- Access to local distributor inventory (including for spares and replacement parts)
- Technical assistance from local distributor product specialists
- A knowledgeable staff that has access to factory training
- Rockwell Automation provided factory support of local distributor activities

This is to confirm that Royal Industrial Solutions – Inland Empire currently is the only distributor appointed and authorized to sell Allen-Bradley Standard Controls, Drives, PLC/MMI, Rockwell Software products and all services offerings in the geographic area in which your facility in Corona is located. As a matter of Company policy, full factory product and sales support is made available only to the local authorized distributor, and it is Rockwell Automation's practice and policy to always promote and recommend the use of that distributor to customers in that geographic area.

Should you have any questions, please do not hesitate to contact Royal Industrial Solutions – Inland Empire at (951) 683-6625 or our local Rockwell Automation sales office at (714) 938-9000.

Respectfully,

**Keith Hornberger**

Partner Manager

P: 1.714.306.2372

[kahornberger@rockwellautomation.com](mailto:kahornberger@rockwellautomation.com)

cc: Robert Christensen – Royal Industrial Solutions

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expanding human possibility







Staff Report

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**File #:** 21-0804

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**REQUEST FOR CITY COUNCIL AND  
CORONA UTILITY AUTHORITY ACTION**

**DATE:** 09/01/2021

**TO:** Honorable Mayor and City Council Members  
Honorable President and Board Members

**FROM:** Utilities Department

**SUBJECT:**  
Award of Contract to Synagro-WWT, Inc. for Class B Biosolids End Use Services.

**EXECUTIVE SUMMARY:**

Biosolids are a byproduct of the wastewater treatment process. The removal of such byproducts has strict regulations to which the City must adhere. As such, the City issued Request for Proposals 21-084HC for Class B Biosolids End Use services to collect, remove, dispose, or recycle Class B Biosolids to comply with applicable laws and regulations.

**RECOMMENDED ACTION:**

**That the:**

- a. City Council award Request for Proposal 21-084HC for Class B Biosolids End Use to Synagro-WWT, Inc., of Baltimore, MD, for an initial two-year contract term ending June 30, 2023, with 2 optional 1-year extensions for \$1,800,000 per fiscal year.
- b. City Council authorize the City Manager, or his designee, to execute an Agreement for Removal, Transportation, and Disposal of Class B Biosolids with Synagro-WWT, Inc., for an initial two-year contract term ending June 30, 2023, with two optional 1-year extensions for \$1,800,000 per fiscal year.
- c. City Council authorize the General Manager and City Attorney, or their designees, to negotiate and execute non-substantive extensions, change orders, and amendments up to \$180,000 or 10% as authorized in Corona Municipal Code Section [3.08.060\(J\)](#).



- d. City Council authorize the Purchasing Manager to issue purchase orders to Synagro-WWT, Inc., in the amount of \$1,800,000 per year for Fiscal Years 2022 and 2023 for the initial agreement term ending June 30, 2023.
- e. Corona Utility Authority review, ratify, and to the extent necessary, direct the City Council to take the above actions.

**BACKGROUND & HISTORY:**

The Utilities Department's (UD), previously the Department of Water and Power, Water Reclamation Facility #1 (WRF1) generates Class A Exceptional Quality (EQ) and Class B (wet) biosolids from the wastewater treatment process. Class B biosolids are dewatered to approximately 18% total solids and are temporarily stored at WRF1 prior to removal. WRF1 currently generates approximately 43 wet tons of Class B biosolids per day and approximately 16,000 wet tons of biosolids per year. WRF1 has a National Pollutant Discharge Elimination System (NPDES) permit issued by the State Water Resources Control Board (SWRCB). One of the permit requirements is the lawful management of biosolids per Title 40 of the Federal Code of Regulations (CFR), Part 503.

The end-use management of biosolids includes the following, but is not limited to: collecting, transporting, composting, recycling, and disposal. All actions and activities must comply with all applicable federal, state, and local laws and regulations. The UD's current contractor collects Class B biosolids from WRF1 and transports each load to a Synagro composting facility in Vicksburg, Arizona or Helendale, California.

Transport vehicles that are licensed to transport special waste are adequately equipped and fitted with seals to prohibit spillage or drainage. The contractor must transport biosolids per Title 40 of the Code of Federal Regulations (CFR), Part 503. The contractor ensures that all drivers and vehicles hauling biosolids from WRF1 comply with current and future applicable California Air Resource Board (CARB) regulations and South Coast Air Quality Management District regulations. The cost of compliance with these regulations shall be the sole responsibility of the contractor.

**ANALYSIS:**

On June 30, 2021, the Purchasing Division issued RFP 21-084HC - Class B Biosolids End Use to collect, remove and dispose of or recycle Class B Biosolids. The RFP was advertised according to Corona Municipal Code (CMC) [3.08.110](#) non-public projects formal bidding procedure requirements in the Sentinel Weekly and published on the City's PlanetBids bidding portal. Twenty-seven firms registered with PlanetBids to provide transport services were notified of the procurement opportunity. Ten firms, including four bid service companies, downloaded the RFP document. The City received one (1) proposal by the submission date of July 22, 2021.

Staff evaluated the proposal submitted by the contractor. The evaluation was based on the following criteria:



<b>Criteria</b>	<b>Maximum Points</b>
Qualifications of Contractor	30 pts
Related Experience	30 pts
Work Plan / Project Understanding and Approach	30 pts
Value	10 pts
<b>Total</b>	<b>100 pts</b>

The review panel carefully evaluated the single proposal received. Synagro rated high in all areas of the listed criteria. UD can attest to Synagro's quality of service as it is the City's current contractor. Synagro has consistently provided reliable and quality service to the City. Synagro is the largest contractor of its kind for the area. While the Purchasing Department solicited multiple prospective bidders for this service, Synagro was the only one to respond. Staff recommends awarding the contract to Synagro as the best option for this service given its proven reliability, experience, expectations of service, and commitment to the environment. Synagro ensures all aspects of Title 40 of the Code of Regulations are adhered to, and it is held in high regard in this area as it ensures that all aspects of its services, from pickup to disposal, is compliant.

UD is currently in need of Class B Biosolids End Use Services to ensure that Water Reclamation operations can continue to run successfully. Therefore, staff recommends awarding the Agreement for Removal, Transportation, and Disposal of Class B Biosolids to Synagro-WWT, Inc. Synagro's Agreement will be for \$1,800,000 per fiscal year for the initial two-year term ending June 30, 2023, with two (2) optional 1-year extensions All licenses and references for the contractor have been reviewed and verified by City staff.

#### **FINANCIAL IMPACT:**

Funding for the recommended action is included in the Fiscal Year 2022 Utilities Department Operating Budget. Funding in future fiscal years will be recommended through the budget process.

#### **ENVIRONMENTAL ANALYSIS:**

This action is categorically exempt pursuant to Section 15301 of the Guidelines for the California Environmental Quality Act (CEQA), which states that operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the CEQA determination, and is therefore exempt from CEQA. No environmental review is required because the proposed action is not a project governed by the California Environmental Quality Act.

**PREPARED BY:** KRISTIAN ALFELOR, OPERATIONS MANAGER

**REVIEWED BY:** TOM MOODY, GENERAL MANAGER



**Attachments:**

1. Exhibit 1 - RFP 21-084HC
2. Exhibit 2 - Proposal Summary
3. Exhibit 3 - MGSA with Synagro-WWT, Inc.



# Proposal for RFP No. 21-084HC - Class B Biosolids End Use

for the

## City of Corona



Submitted on  
July 22, 2021







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## I. Cover Letter

JULY 22, 2021

435 Williams Court, Suite 100  
Baltimore, MD 21220  
www.synagro.com



### **Ms. Holli Clear, Purchasing Specialist III**

City of Corona  
Administrative Services Department  
400 S. Vicentia Ave, Suite 320  
Corona, CA 92882

### **Re: RFP No. 21-084HC – Class B Biosolids End Use**

Dear Ms. Clear:

Synagro-WWT, Inc. (Synagro) is pleased to respond to the City of Corona's Request for Proposals for Class B Biosolids End Use and have enclosed our proposal for your review.

- a. The Contractor submitting this proposal is:  
Synagro-WWT, Inc.  
435 Williams Court, Suite 100, Baltimore, MD 21220  
1-800-370-0035
- b. Synagro is proposing to beneficially use 100% of the City's biosolids through composting. We will compost biosolids at both our Nursery Products and Arizona Soils compost facilities. Each facility has the permitted capacity to process the entire amount of BBAWRA's biosolids. These facilities will function as back-up and redundancy for each other. Through this approach Synagro is offering both facility diversity and geographic diversity for composting.
- c. Synagro acknowledges receipt of Addendum 1, Addendum 2, and Addendum 3.
- d. Synagro contact person for the proposal evaluation period is:  
Robert Ford, Business Development Manager  
2653 Santiago Road, Taft, CA 93268  
323-843-9173; robertford@synagro.com
- e. The cost of printing, mileage, telephone, mailing and other expenses incidental to the performance of the main items of the CLASS B BIOSOLIDS END USE services to be rendered are included in the rates schedule of Synagro's fee proposal and there will be no additional charges other than what would be allowed contractually or that may occur as a result of Change in Law.
- f. This proposal shall remain valid for a period of not less than 60 days from the date of submittal.







City of Corona  
July 22, 2021  
Page 2

Synagro's mission and core business purpose is focused on the management of municipal biosolids residuals, including project development, operations, and biosolids product recycling and marketing. This focus has resulted in Synagro being North America's leading provider of high-quality, cost-effective biosolids management and beneficial use services. We have been successfully meeting the biosolids management needs of hundreds of generators for more than 40 years. Synagro's experience in all areas of biosolids management is unparalleled and diversified.

More than 600 units of local government from across the United States rely on Synagro as their biosolids management partner. To serve those customers, Synagro has more than 750 dedicated employees, providing a deep talent base and understanding of our industry. Our customers are supported by this unique pool of resources with unparalleled knowledge, skills, and ability in biosolids management.

We appreciate the opportunity to present Synagro's proposal for this project. Should you have any questions about our submittal or our approach to the project, please feel free to contact Robert Ford at the number or e-mail above. We look forward to hearing from you soon.

Sincerely,

Emil Kneis  
Sales Support Manager

EK:kw







## 2. Technical Proposal

### a. Project Approach

- i. Describe how your proposed approach and methodology addresses the City's needs as expressed in the RFP.

Based on years of service and thorough examination of the City of Corona (City) Request for Proposal (RFP) documents and site tour, Synagro is confident that we understand the scope of work and expectations of the RFP. Specifically, we understand the City plans on executing a contract with a firm to collect, pick-up, transport and compost biosolids processed at the WWTP for beneficial use.

In concert with the City's goals, Synagro is proposing to beneficially use 100% of the WWTP biosolids through composting. We will compost biosolids at our Arizona Soils or provide Nursery Products compost facilities as a backup at the same fee. Each facility has the permitted capacity to process the entire amount of the City's biosolids. Through this approach Synagro is offering both facility diversity and geographic diversity for composting.

As the leading provider of biosolids beneficial use service in California, as well as the United States, Synagro is *uniquely qualified* to provide biosolids management services for the City. Synagro's mission and core business purpose is the management of municipal biosolids with a focus on providing beneficial use options. Biosolids is not part of our business, it is our business! We have been successfully meeting the biosolids management needs of generators for over 40 years. More than 600 government entities across the United States rely on Synagro as their biosolids management partner. Synagro has more than 700 dedicated employees, providing a deep talent base and understanding of our industry. Our customers are supported by this specialized pool of resources with unparalleled knowledge, skills, and ability in biosolids management.

In California, Synagro has four compost facilities, one heat drying and pelletization facility and tens of thousands of acres of farmland serving our customers. In addition, we have over 75 employees focused on in-state biosolids service. Synagro will leverage its corporate resources in engineering, permitting, regulatory, and legislative affairs to the benefit of the City of Corona's biosolids programs. We have been providing service to over 150 customers in California including some of the largest municipalities such as Los Angeles County, Orange County, South Orange County Wastewater Authority, City of Los Angeles, Sacramento, East Bay MUD, City of San Francisco, City of Fresno, and many more. Synagro's two compost facilities in workable proximity to the City, coupled with our sole focus on biosolids beneficial use, make us the *best qualified* firm to provide the City's biosolids management service.







### **b. Work Plan**

This section must contain sufficient detail to convey to members of the evaluation team your firm's knowledge of the subjects and skills necessary to successfully complete the project.

i. Describe your plan for accomplishing the tasks described in the Scope of Work.

Synagro will manage the City of Corona's biosolids at our Arizona Soils compost facility located in La Paz County, Arizona, at 41326 McVey Road, Vicksburg, AZ 85348. We will utilize our Nursery Products compost facility located in San Bernardino County, 14479 Cougar Road, Helendale, CA 92342 as a back-up disposal option. The biosolids residuals will be delivered by Denali as directed.

### **Arizona Soils**

#### **Project Description**

Synagro's Arizona Soils Composting Facility is one of the largest outdoor biosolids composting facilities in the United States. The facility is located in La Paz County, Arizona and has been servicing the Arizona and Southern California region since 1991. The 40-acre windrow composting facility provides recycling of up to 500 wet tons of biosolids per day, along with select bulking agents consisting of green waste, stable bedding and/or wood chips. These materials are used in the production of high-grade compost products that are sold in bulk to the agricultural sector.



With operations encompassing 40 acres, Arizona Soils is one of the largest outdoor biosolids composting facilities in the U.S.

#### **Dates and Duration of Project**

- Commercial operation: 1991
- Contract end date: ongoing

#### **Facility Details**

The Arizona Soils compost facility is located in La Paz County, Arizona, at 41326 McVey Road, Vicksburg, AZ 85348. The facility is located on an 80-acre parcel of land with the following legal description: South ½ of the Northeast ¼ of Section 33, Township 5 North, Range 15 West.

The site is relatively flat, slopes less than 0.5 percent in a general southwest direction, sparsely populated with desert vegetation and has direct access from State Highway 60 and Interstate 10. There are several inhabited residences within a 3-mile radius of the site, and surrounding land is used for grazing. The entire 80-acre parcel is fenced with access control gates to provide security at the site.





The site is zoned RA-4Q (Rural, Agricultural, Forty Acre Minimum Parcel Size) and in accordance with the La Paz County Planning and Zoning Commission, the zoning is appropriate to allow the site to be used for a composting operation. The distance from the roads surrounding the composting area to the property line is 250 feet or greater. The on-site well is located >250 feet from the composting area. The roads (16 feet wide) are compacted all-weather surfaces and were built a minimum of 4 feet higher than the existing grade. The roads thus act as a perimeter berm to isolate the composting area. The drainage trench and on-site runoff control trench are constructed with 2-foot bottoms, 2:1 side slope, trapezoidal cross-sections. All other distances have been maintained in accordance with local, state and federal regulations.

Arizona Soils is designed and permitted to receive up to 878 wet tons of biosolids daily. This is equivalent to approximately 34 trucks per day, 7 days a week. The operating hours are typically from 6 a.m. to 4 p.m., Monday through Saturday and 6 a.m. to 12 p.m. on Sundays. However, the facility can operate 7 days per week, 24 hours per day, if necessary. The daily maximum throughput of 850 tons per day shall be averaged monthly, as some days the facility will receive peak volumes (up to 3,000 tons per day) and some days may receive no material. A copy of the permit is provided in Appendix A.

The facility utilizes the standard aerated windrow method of biosolids composting and utilizes various types of bulking agents (carbon sources) to mix with the biosolids such as green waste, wood waste, gypsum, agricultural by-products, water treatment by-products, stable bedding, as well as steer, sheep and chicken manures. These products are blended together and windrow composted to produce a soil conditioner or low grade fertilizer for agricultural, horticulture; silviculture and domestic use. The finished compost is sold in bulk and may be sold in bags for beneficial use. Each bulking agent source is monitored for inorganic (non-compostable) materials.

The finished compost products are tested to ensure quality and stability of the materials. During the composting process, monitoring of windrow temperature is conducted to ensure pathogen and vector attraction reduction in accordance with 40 CFR 503 regulations.

Process elements for the composting operation consist of checking and off-loading all incoming trucks which are delivering biosolids and bulking agents to the compost pads, initial mixing and formation of the windrows, turning and aeration of the compost piles during the active composting cycle, monitoring and logging temperature data for each windrow, and the monitoring and distribution of finished product.

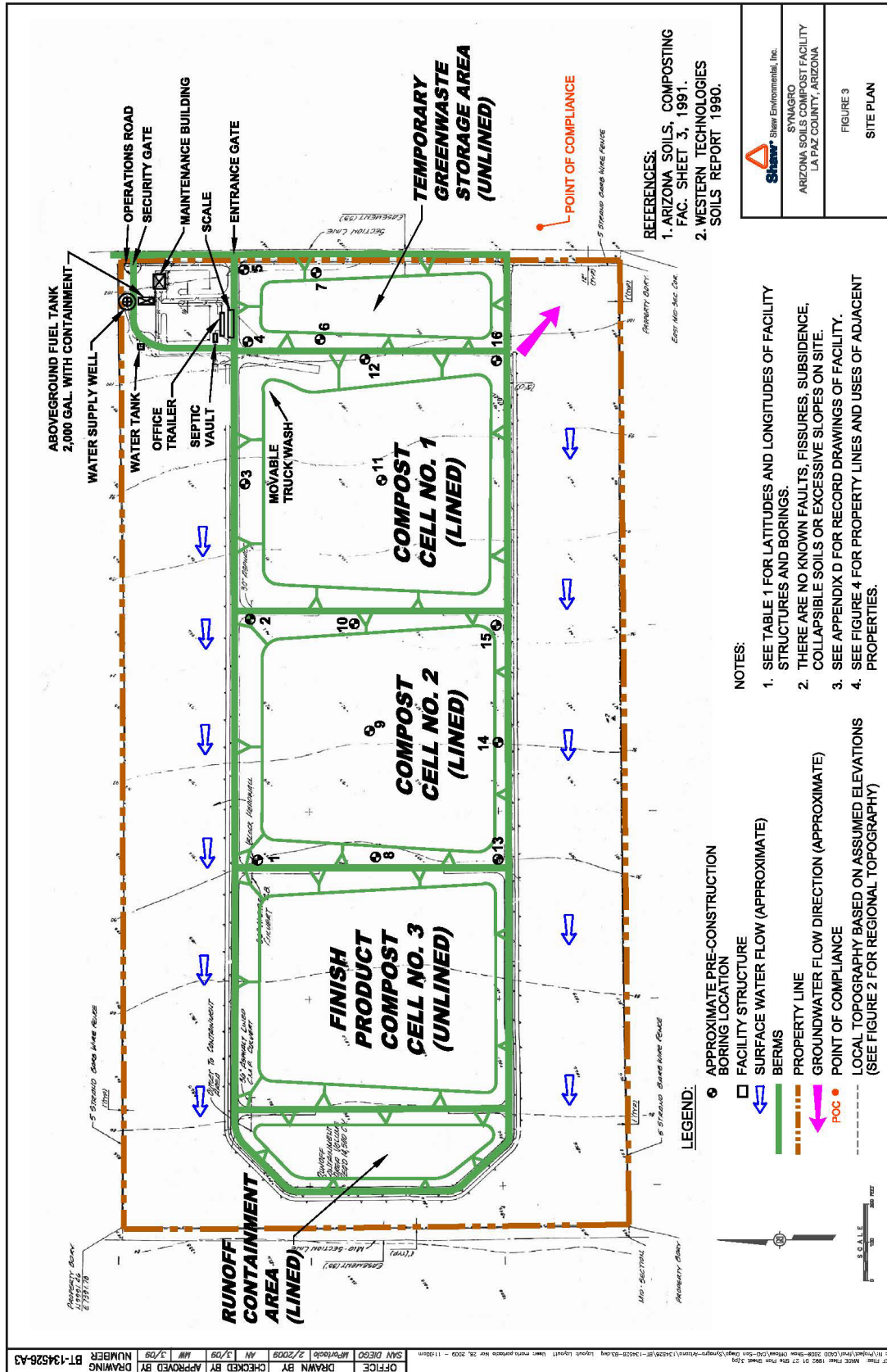
Each bulking agent load is transported to the composting facility from the producer (e.g. packing plant, feedlot, stable/truck, mine, green waste receiving and processing facility or grinding operation) using tractor/trailer rigs. The bulking agents are placed on the bulking agent storage area and blended with biosolids as needed, forming windrows. Some bulking agents are further ground on site in order to achieve an ideal size. Manures and recycled compost are also used as bulking agents.





After the mixture is bulked to approximately 30 to 40 percent solids, the material is formed into windrows for composting. The composting process is an aerated windrow process with mechanical mixing equipment for turning. The complete composting process is performed in approximately three to four weeks. The finished compost is stored in a designated area on-site until sale or distribution. Quality control testing is performed to ensure the compost meets the pathogen reduction, vector attraction reduction, and metals requirements associated with the final use of the product in accordance with 40 CFR 503 regulations. Water is available at the site and is used for dust control and moisture conditioning of the compost, as needed. The composted product is marketed by Synagro's Product Sales & Marketing staff and is transported from the site to customers using tractor/trailer units.









## Nursery Products

### **Project Description**

Operational since 2012 and acquired by Synagro in November 2016, our San Bernardino County facility is located in one of the cleanest air quality management districts (AQMD) in the State of California, the Mojave Desert AQMD.

The Hawes Composting Facility is a biosolids and green material composting facility located on 80 acres of a 200-acre property owned by Nursery Products within an unincorporated area of the County. The facility composts biosolids and green material to produce agricultural grade compost. The feedstock consists of approximately 10-20% green material from green material collection companies and 80-90% biosolids from wastewater treatment facilities. Compost and other landscape material is distributed for a variety of uses, including agricultural applications.



Located in San Bernardino County, the Nursery Products facility composts biosolids and green material to produce a product used in landscaping and agricultural applications.

Nursery Products provides a strategic benefit as natural clay provides a natural barrier to the underlying water table. With a geographical location that is naturally advantageous, our open-air operation has no added costs or expenses of an enclosed facility to control air quality.

### **Dates and Duration of Project**

- Commercial operation: 2012
- Contract end date: ongoing

### **Facility Details**

The Hawes Composting Facility is located west of Barstow, approximately 10 miles west of Hinkley Road, 12 miles east of Kramer Junction, one mile south of State Route 58, and one mile west of Helendale Road. Sensitive receptors are located at great distances from the site, as evidenced by exceptionally few calls on the Nursery Products hotline since composting operations began in 2012.

Approximately 110 miles east of Los Angeles and permitted to manage 1,100 wet tons of material per day, Nursery Products is the closest and largest biosolids recycling option for the five largest counties in California.



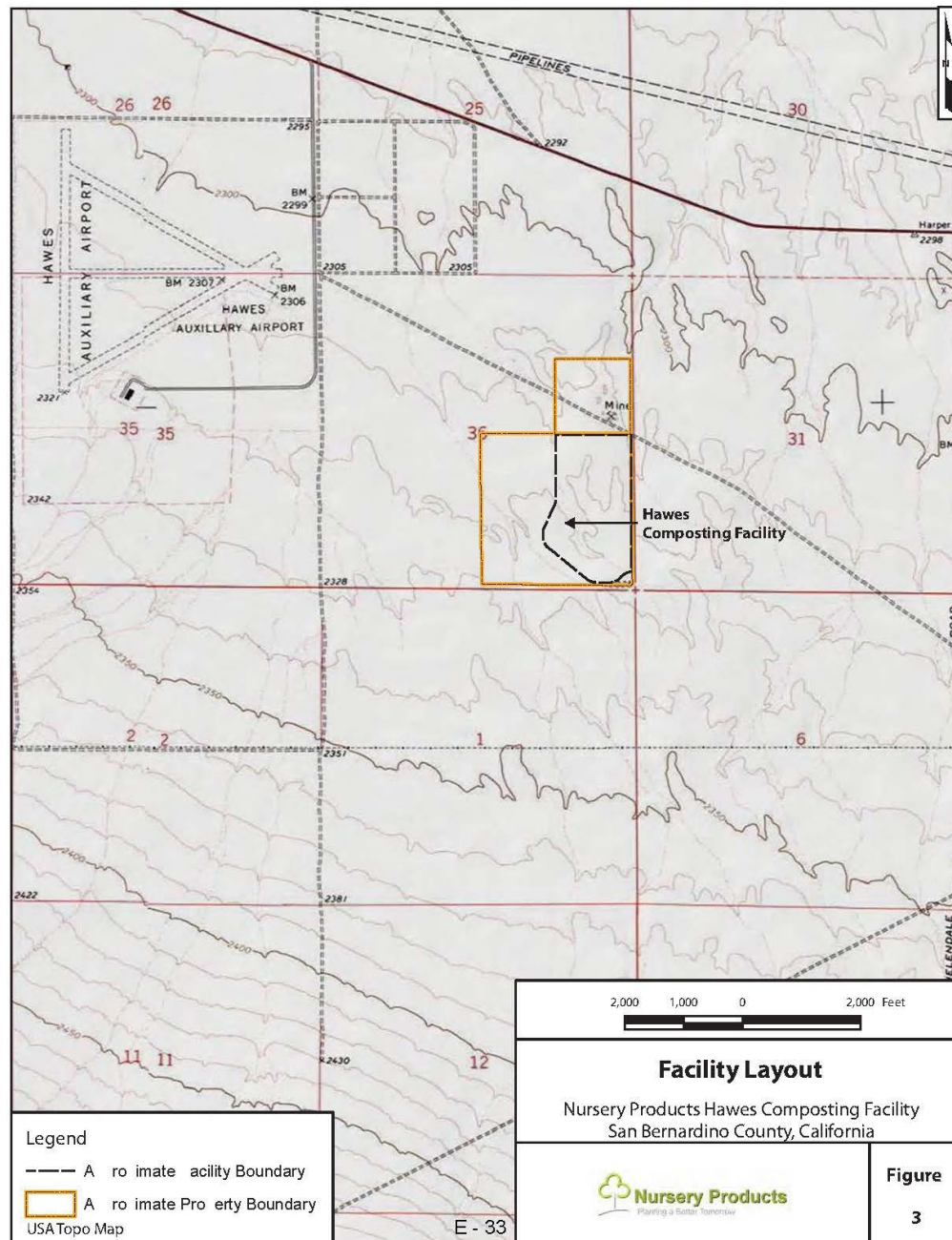


Our location provides a strategic benefit as natural clay provides a natural barrier to the underlying water table. With a geographical location that is naturally advantageous, our open-air operation has no added costs or expenses of an enclosed facility to control air quality.

Operating practices and permits for Nursery Products meet or exceed industry regulatory requirements. Collected biosolids, filter cake, green waste and other feedstock material is processed through windrow composting to produce Class A compost. We are diligent about our facility's adherence to federal, state and local environmental requirements and strive to create a conscientious corporate culture through:

- Routine monitoring of groundwater and incorporating stormwater management
- Tracking wind speed to determine appropriate times for pile turning
- Strict adherence to legally-required community impact measures





ii. Describe personnel working on the project, their tasks, and their time commitments.

Synagro has a depth of experienced biosolids composting personnel. In addition to the key personnel listed below, Synagro has many additional experienced engineering, permitting, and operational employees. Key project individuals on the project are as follows:





Table I - Key Personnel Experience

Name & Title	Year of Experience	Area of Responsibility for the Project
Craig Geyer Regional Vice President	15	Responsible for overall operations of Arizona and Southern California land application and compost facility management
Layne Baroldi Vice President of Legislative & Regulatory Affairs	30	Regulatory, public relations and legislative support
Robert Ford Business Development Manager	20	Customer service, contract management, and composting operations management
Brian Millage Facility Manager – Arizona Soils	8	Responsible for overall operations of Arizona Soils Compost facility and AZ land application
Venny Vasquez Facility Manager – Nursery Products	5	Responsible for overall operations of Nursery Products Hawes Compost Facility

### **Craig Geyer, Regional VP**

Craig Geyer joined Synagro in 2002 as an Operations Manager with day-to-day responsibilities of the company's biosolids management projects in Arizona. In 2005, management of Synagro's Arizona Soils Compost Facility was added to his role, giving him over 13 years of experience in municipal biosolids composting. Currently Craig is responsible for management of the company's operations in Southern California and Arizona to include composting, daily haul/land application projects and WWTP facility clean-out operations.

Prior to joining Synagro Craig held several construction management and superintendent positions with 12 years of experience in that field.

Craig holds a Class A General Contractor's License for the State of Arizona.

### **Layne Baroldi, J.D., Vice President of Technical Services & Government Affairs**

Since joining Synagro in 2009, Layne Baroldi has been responsible for permitting and development of biosolids treatment and management projects, including political relations, design oversight, technology review, permitting oversight and contract sales. His expertise and emphasis is on Class A EQ technologies, including biosolids-to-energy, pelletization and composting.





In Layne's current role with Synagro, he provides leadership and direction to ensure that Synagro tracks, evaluates and comments on proposed legislation and regulations that could potentially impact its customers' biosolids management service offerings and plant operations. He is also responsible for Technical Services leadership and coordination ensuring that Synagro's clients have cost-effective land base management and value-added environmental services including land sourcing and permitting; nutrient management planning and mapping; technical support for operational compliance and product use; logistics and source destination management; regulatory monitoring and reporting.

Prior to joining Synagro, Layne spent 22 years with the Orange County Sanitation District where he managed the District's Biosolids Management and Air Quality programs. He reviewed numerous biosolids management technologies and made recommendations for contract implementation to the OCSD Board of Directors. He served as the Agency's liaison with regulatory agencies and legislative bodies to provide comments on regulatory and legislative development and environmental compliance.

Layne holds a B.S. from the University of Southern California in Biological Sciences and is a Juris Doctor from the Western State College of Law. He is a member of several national and state organizations and has served on various committees within those organizations. Layne previously served as Councilman and Mayor of the City of La Habra Heights, California

#### **Brian Millage, Facility Manager/Technical Services Specialist – Arizona Soils**

Mr. Millage has served as the Technical Services Specialist for Arizona for five years. His responsibilities include overseeing all regulatory correspondence, compliance, sampling, monitoring, and reporting for all Arizona biosolids land application projects as well as the Arizona Soils Compost Facility in Vicksburg, Arizona where he is also the acting On-Site Manager. Brian focuses on improving safety, maximizing efficiency and building relations between the neighboring farm communities, regulators and local residents for both the biosolids and compost markets in Arizona.

Additionally, Brian received a Bachelor of Arts Degree (B.A.) in Geography from California State University at Fullerton (CSUF) in 1998. Prior to joining Synagro, Brian provided technical and environmental assistance on numerous landfill, groundwater and soil remediation projects for Environmental Consulting and Engineering firms ranging from small projects to municipalities to Superfund sites.

#### **Venny Vasquez, Facility Manager – Nursery Products**

Since 2014 Venny Vasquez has been responsible for the day-to-day management of Nursery Products' site personnel and operations at the Hawes Composting Facility. He manages staffing,

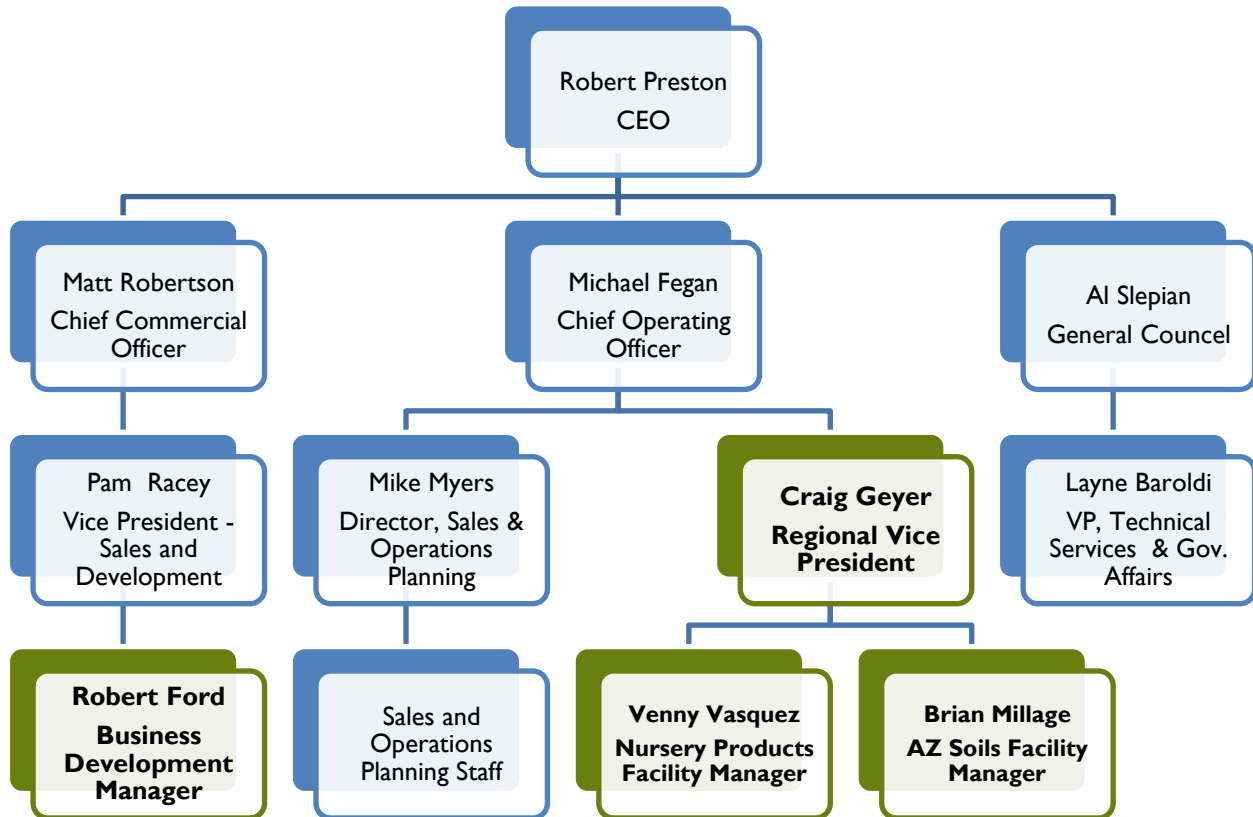




equipment maintenance, interaction with trucking company representatives, and recordkeeping for incoming feedstock and outgoing finished compost materials.

Venny has a B.A. of Arts from San Diego State University.

### Project Team Organization Chart



- iii. Describe any enhancements or procedural or technical innovations that would further the purpose and outcomes of this RFP.

Recognizing the challenges in trucking due to Covid and other market changes presented this past year, Synagro has elected to change haulers and will be moving forward with Denali Water Solutions (Denali), a premium service provider for biosolids transportation.

### SB 1383 Procurement Compliance

Beginning January 1, 2022, SB 1383 requires cities and counties (i.e., “Jurisdictions”) to procure annually a quantity of recovered organic waste products. These procurement requirements will





strengthen California's green, self-sustaining economy. Demand for these products will drive infrastructure investment and create new green collar jobs in the state. CalRecycle will assign an annual procurement target to each jurisdiction based on its population. Jurisdictions can cost-effectively fulfill their SB 1383 procurement requirement through the use of Synagro's STA Certified Class A Exceptional Quality compost.

Jurisdictions can use compost in a variety of applications, such as land used for agriculture, landscaping in city parks, golf courses, on center divides of roads and highways, public giveaways, and in community or school gardens. Additionally, compost can be used in civil engineering applications like erosion control along roadways. Compost also provides many direct and indirect benefits when used as a component of systems and treatments designed for:

- Carbon sequestration
- Soil water retention
- Fire remediation
- Storm water management

Local use of compost generated from local organics provides the public with an opportunity to see the benefit of recycling this material, while also helping replenish nutrients and carbon for healthy soils on the jurisdiction's properties. Synagro stands ready with multiple distribution and discount options for AllGro® compost enabling the jurisdiction to be compliant with SB 1383's procurement requirements and avoid mark-ups on future projects nutritive soil amendment and ground cover needs

### c. Project Schedule

- i. Describe when various elements of work would be completed and when deliverables would be provided after work begins.

All necessary documents/contracts would be completed as required by the City on or after the award date on August 18, 2021.

**Trucking/Trailer Transition:** This would in part depend on the terms and conditions the City has made with Hoyt for transition. Typically, it can take one to two weeks for Synagro team to reposition and stage trailers and routes. We will work closely with Denali to expedite this based on direction from the City.

### d. Deliverables

- i. Describe fully any deliverables that will be due under the contract, based on the Scope of Work.







## City of Corona RFQ for Biosolids Management

**SYNAGRO**

### Work Plan

**Opportunity:** The City of Corona is in need of a experienced contractor to manage the end use of its water reclamation biosolid products generated at Water Reclamation Facility #1 (WRF-1) With sound understanding for compliance to all applicable federal, state and local laws and regulations for transportation and beneficial reuse processing of biosolids.

**Goal:** Synagro and Denali will provide effective and timely biosolids management services meeting Corona's expectations and specified needs.

**Solution:** Leverage Synagro's regional beneficial use compost facilities and Denali's strong transportation network for biosolids along with Synagro's marketing network for the resulting Class A compost product during term of service August 18, 2021 to June 30, 2023.

**Why:** Synagro and Denali have extensive experience providing solutions for biosolids beneficial use management and transportation coupled with Synagro's experience and clear understanding of the City of Corona requirements based on the extensive years of service.

<b>Initiation</b>		<b>Goal:</b> Prepare a clear and concise bid package with submission as required by 2:00 PM on July 22, 2021		
<b>OBJECTIVES:</b>	<b>TIMELINE:</b>	<b>RESOURCES:</b>	<b>TEAM RESPONSIBILITIES:</b>	<b>STRATEGY:</b>
Completion of bid package and submittal of all required documentation, certificates, license required by the City for a successful awarding of the 2 year biosolids contract to the Synagro team.	<i>As requested or required by the City on or before RFQ specified dates an times.</i> <b>Noted Key Dates:</b> Proposals due July 22, 2021 at 2:00pm City RFP Evaluation Completed July 29, 2021 Contractor Selection August 2, 2021 City Council Award Tentative August 18, 2021	Sales Support Manager - Kathleen Wright Business Development Mgr.- Robert Ford Denali - Regional Mgr. - Jeff Thurber	Sales Support Manager - Distributes all required information, manages bid package assembly and submittal including any requested documents. Business Development Mgr.- Proposal development, review, and negotiations. Denali - Regional Mgr. - Provides critical transportation details for proposal.	Effectively work as a team to complete specified RFQ requirements to provide a winning submittal.
<b>Plan</b>		<b>Goal:</b> Develop a clear and concise plan in preparation for award of contract by August 2, 2021		
<b>OBJECTIVES:</b>	<b>TIMELINE:</b>	<b>RESOURCES:</b>	<b>TEAM RESPONSIBILITIES:</b>	<b>STRATEGY:</b>
Develop, complete and confirm go forward plan and answer any questions that may develop during the City's evaluation or selection process and supply any related requested supporting documentation, certificates, license that may be required by the City for a successful awarding of the 2 year biosolids management contract to the Synagro team.	<i>As requested or required by the City on or before RFQ specified dates an times.</i> <b>Noted Key Dates:</b> City RFP Evaluation Completed July 29, 2021 Contractor Selection August 2, 2021 City Council Award Tentative August 18, 2021	Sales Support Manager - Kathleen Wright Business Development Mgr.- Robert Ford Denali - Regional Mgr. - Jeff Thurber AZ Compost Site Manager - Brian Millage	Sales Support Manager - Submittal of any needed or requested documentation. Business Development Mgr.- respond to any questions, manage process. Denali - Regional Mgr. - Provide any related details and support related to transportation. AZ Compost Site Manager - Provide any needed details on processing and delivery.	Effectively work as a team to complete plan in preparation to provide seamless service at the time of the award.
<b>Execute / Control</b>		<b>Goal:</b> Execute and maintain detailed plan for seamless transition of the awarded contract on August 18, 2021 and excellent service beyond.		
<b>OBJECTIVES:</b>	<b>TIMELINE:</b>	<b>RESOURCES:</b>	<b>TEAM RESPONSIBILITIES:</b>	<b>STRATEGY:</b>
At the ready to execute plan and answer any remaining questions the City may have at the time of the award and negotiate any open items as required for a successful quality service during the 2 year biosolids management contract by the Synagro team.	<i>As requested or required by the City on or before the specified Award date.</i> <b>Noted Key Dates:</b> City Council Award Tentative August 18, 2021 Contract Term August 18, 2021 through June 30, 2023	Sales Support Manager - Kathleen Wright Business Development Mgr.- Robert Ford Denali - Regional Mgr. - Jeff Thurber AZ Compost Site Manager - Brian Millage Transportation & Billing Support - Jamie Little Regional & Corporate Acct- Various Environmental Health & Safety - Various	Sales Support Manager - As required to close RFQ process. Business Development Mgr.- respond to any questions, negotiations, manage ongoing process and check in on service level Denali - Regional Mgr. - Provide any related details / support to manage ongoing process. AZ Compost Site Manager - Manages day to day processing and delivery. Transportation & Billing - Supports / Interfaces with site manager and accounting EH&S / Accounting - Respond / supports as required in the ongoing process according to their discipline.	Effectively work as a team to execute plan over the 2 year term of the contract resulting in seamless and dedicated, responsive, reliable service going forward.

**SYNAGRO**







### 3. Experience

#### **a. Completed Contractor Information Form (attached)**

Synagro's Contractor Information Form is attached.

#### **b. Disclosures:**

Contractor must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable.

None

#### **c. Team Structure:**

Describe your firm's organizational chart, identify who will have overall responsibility for the work, and include the lines of authority between team members up to this senior level.

Please see project team information provided above.

#### **d. Sample Work (if applicable)**

Describe samples of work from other, similar projects that demonstrate your firm's capability to accomplish the work describe in this RFP.

As indicated in the qualifications and reference section, biosolids management has been Synagro's business nationally for 40 years. A recent example of our long-standing customer relationships is our service agreement extension with County Sanitation Districts of Los Angeles where we have been the major biosolids management service provider for the past 15 years.

#### **a. Qualifications, Related Experience and References**

Brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees;

Founded in 1986, Synagro's core business is the environmentally sound and economically viable management of municipal biosolids, including project development, operations and biosolids product distribution. Through this focus, Synagro has grown to be North America's leading provider of high-quality, cost-effective biosolids management and beneficial use solutions. We have been successfully meeting the biosolids management needs of hundreds of generators for more than





40 years. Synagro's experience in all areas of biosolids management is unparalleled.

Synagro annually manages more than 14 million tons of wastewater biosolids and other organic by-products. Synagro employs a team of 750+ professional engineers, soil scientists, agronomists, construction managers, financial managers and the largest, most diverse operational staff in the industry. Our team is dedicated to working with our clients to find the right solution to their organic residuals management challenges. Synagro, and its subsidiaries, are at the forefront of the environmental movement to safely process and market organic residual materials for beneficial uses.



Synagro owns no proprietary technology which enables us to offer nearly all commercially viable processing options and product marketing channels for biosolids and organic residuals and allows us to develop projects that fit a municipality's unique needs. Our breadth of experience developing, building, financing as necessary, and operating and maintaining the complete range of biosolids options listed below is unique to Synagro.

- Heat-drying and pelletization
- Composting
- Incineration
- Digestion
- Product marketing
- Dewatering (installation and operation)
- Mobile dewatering
- Land application and reclamation
- Lagoon and digester cleaning
- Alkaline stabilization
- Rail transportation

Synagro currently operates 12 heat-drying facilities (with two more facilities under construction), three thermal processing facilities serving multiple regional generators, six composting facilities; five of which provide an outlet for numerous generators, more than a dozen alkaline stabilization facilities, and in excess of 75 permanent and mobile dewatering facilities.

In addition, we provide final product distribution and marketing as a key component of many of these projects. Our Product Sales and Marketing team is responsible for successfully managing approximately 300,000 tons per year of AllGro<sup>®</sup> compost and 170,000 tons of Granulite<sup>®</sup> fertilizer pellets (heat-dried biosolids). We have unrivalled understanding of the markets for these products and continuously work to broaden the suite of outlets for these materials. As an example, Synagro pioneered the use of heat-dried biosolids as an alternative fuel resource in cement manufacturing. When Synagro operates a facility, we include product distribution services in our operation; however, we also work with municipally operated facilities to assist in managing their products.





General description of the firm's financial condition; identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede contractor's ability to complete the project;

In December 2020, Synagro was acquired by West Street Infrastructure Partners III, an infrastructure investment fund managed by Goldman Sachs Merchant Banking Division from EQT, a Swedish private equity firm. Founded in 1869, The Goldman Sachs Group, Inc. is a leading global investment banking, securities and investment management firm. Goldman Sachs Merchant Banking Division (MBD) is the primary center for the firm's long-term principal investing activity. MBD is one of the leading private capital investors in the world with investments across private equity, infrastructure, private debt, growth equity and real estate.

### References

The following are municipal biosolids composting project references for customers where Synagro has been performing services for the past 10 years or more:

Orange County Sanitation District

10844 Ellis Avenue

Fountain Valley, CA 92708

Tom Meregillano, Regulatory Specialist; 714-593-7457; tmeregillano@ocsd.com

Years of service with customer: 31 years

Annual contract value (approx.): \$4,700,000

South Orange County Wastewater Authority

34156 Del Obispo St.

Dana Point, CA 92629

Jim Burror, Director of Operations; 949-234-5402; jburror@socwa.com

Years of service with customer: 19 years

Annual contract value (approx.): \$3,500,000

City of Fresno

5607 W. Jensen Avenue

Fresno, CA 93706

Ricky Staggs, Chief of Operations; (559) 621-5190; rick.staggs@fresno.gov

Years of service with customer: 15 years

Annual contract value (approx.): \$2,750,000







County Sanitation Districts of Los Angeles County  
1955 Workman Mill Road  
Whittier, CA 90601  
Mr. Matt Bao; 562-908-4288; [mbao@lacsdc.org](mailto:mbao@lacsdc.org)  
Years of service with customer: 15 years  
Annual contract value (approx.): \$9,100,000

## 4. Safety

### a. Completed Industrial Safety Record Form (attached)

Synagro's Industrial Safety Record Form is attached.

### b. Describe the safety measures you plan to put in place to assure the City that all applicable OSHA regulations will be adhered to with the inclusion of an Injury and Illness Prevention Program.

Synagro, as the largest biosolids management company in North America, has a very robust safety program to protect its 750 employees that continuously service its more than 600 customers. Safety is priority one at Synagro. There can be no work quality or cost control without employee safety.

Synagro's safety program highlights include:

- Stop Work Authority – All employees have the right to stop a project or a work flow if they feel that there is an unsafe condition or if they are being asked to do something that is unsafe. The issue is reported up the Synagro reporting chain of command and work may not restart until the issue is resolved to the satisfaction of the Region Safety Manager.
- Written COVID-19 Protocol (see attached) – All employees are educated in the protocols associated with protecting themselves, their co-workers and our clients through review and training in proper COVID-19 protocols. Each employee is provided the protocol in writing and is provided with all necessary COVID-19 PPE.
- Project Specific Hazardous Assessment Plan (HAZAP) and Job Safety Analysis (JSA)
- Annual Safety Days – Operations are shut down for region wide safety training and reviews
- Quarterly safety training mandated for all employees – This training is tailored to and required of all employees.
- Weekly safety tailgate meetings on all project sites
- Full time Corporate Safety Director
- Full time Regional Safety Managers





- Reporting of “safety saves” and “near misses” which are then reported back through the company’s e-mail system
- After action review of any safety issue through issuance of a “Synagro Safety Alert” detailing the incident and the recommendations to avoid injury and promote employee safety
- Strict enforcement of company’s zero tolerance policy as it relates to alcohol and controlled substances
- Bilingual Resources – All safety related materials are available in English and Spanish.





## 5. Cost Proposal

### a. Completed Price Form (attached)

Synagro's Price Form is attached. Please note the following regarding Nursery Products deliveries:

Should Synagro experience a need to divert 45% or greater of the annual tonnage produced by the City of Corona to Nursery Products, Synagro would offer a 5% discount to the stated pricing for this tonnage.

Synagro requests consideration of the following items in the final service agreement:

#### **CPI. All Agreement Prices shall be adjusted as follows:**

All Agreement Prices shall be adjusted annually beginning on \_\_\_\_\_, 20\_\_ based on the Non-Seasonally Adjusted Consumer Price Index established by the United States Department of Commerce, Bureau of Labor Statistics, for Los Angeles-Long Beach-Anaheim, CA with the CPI immediately preceding the Commencement Date being the base index. Said adjustment shall apply to all fees contained herein, and shall be based on the following formula:

$$\text{New Price} = (\text{Price Adjustment}) \times \text{First Year Agreement Price}$$

$$\text{Price Adjustment} = \frac{\text{Current CPI} - \text{Base CPI}}{1 + \left( \frac{\text{Current CPI} - \text{Base CPI}}{\text{Base CPI}} \right)}$$

$$\text{CPI} = \underline{\hspace{2cm}}$$

$$\text{Base CPI} = \underline{\hspace{2cm}}$$

Once the CPI is available, the price adjustment shall take effect retroactively, where applicable, as of the dates specified above for price adjustments. No New Price shall ever be lower than any existing current Agreement Price in effect immediately before the annual adjustment.

#### **Fuel Surcharge Increase Formula:**

$$\text{Distance Multiplier [_____]} \times (\text{EIA fuel cost per Gallon [\$_____]} - \text{Base Fuel Price [\$_____]} \times \text{Tons of Biosolids Managed}$$







## **RFP SUMMARY**

### **Administrative Services Department - Purchasing Division**

**DATE:** July 25, 2021

**SUBJECT:** RFP 21-084HC Class B Biosolids End Use

RFP (Project) No.: RFP 21-084HC

RFP Name: Class B Biosolids End Use

RFP Open Date: June 30, 2021

RFP Close Date: July 22, 2021; 2:00 p.m.

No. of Vendors solicited 27

No. of Responses received 1

<b>Company</b>	<b>City/State</b>	<b>Rank</b>
Synagro-WWT, Inc.	Baltimore, MD	1

The highest ranking company's contract award is tentative upon final approval of the City's authorized contracting party.



**CITY OF CORONA  
AGREEMENT FOR REMOVAL, TRANSPORTATION, AND DISPOSAL  
OF CLASS B BIOSOLIDS**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 1<sup>st</sup> day of September 2021 by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and Synagro-WWT, Inc., a Maryland Corporation with its principal place of business at 435 Williams Court, Suit 100, Baltimore, MD 21220 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS.**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the removal, transportation, and disposal of Class B biosolids materials on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in removing and disposing of Class B biosolids, is licensed in the State of California, and is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**2.2 Project.**

City desires to engage Contractor to remove, transport, and dispose of Class B biosolids as set forth in this Agreement.

**2.3 Corona Utility Authority.**

Contractor understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority (“CUA”) for the maintenance, management and operation of those utility systems (collectively, the “CUA Management Agreements”). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

**3. TERMS.**

**3.1 Scope of Services and Term.**



3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the Class B biosolids removal, transportation, and disposal services (“Services”) more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, regulations, and ordinances, and guidelines suggested by CalRecycle, including but not limited to obtaining any permits required for land application, incineration, or other means of disposing of Class B biosolids.

3.1.2 Term. The term of this Agreement shall be from September 1, 2021, to June 30, 2023, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

### **3.2 Responsibilities of Contractor.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor’s conformance with the Schedule, City shall respond to Contractor’s submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Qualified Personnel. Contractor represents that it has the personnel required to perform the Services in conformance with the requirements of this Agreement.

3.2.4 Conformance to Applicable Requirements. All Services performed by Contractor shall be subject to the approval of City.



3.2.5 City's Representative. The City hereby designates Tom Moody, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Contractor's Representative. Contractor hereby designates Robert Preston, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed in the removal, transportation, and disposal of Class B biosolids in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.



**3.2.10 Laws and Regulations; Employee/Labor Certifications.** Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

**3.2.10.1 Employment Eligibility; Contractor.** By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its subsections.

**3.2.10.2 Employment Eligibility; Subcontractors, Contractors, Sub-subcontractors and Subconsultants.** To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.



3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. To the extent applicable, Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subconsultants, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

### 3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.



3.2.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subconsultants. Contractor shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability and Transportation Pollution Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$3,000,000 minimum per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability and Transportation Pollution Liability*: \$1,000,000 minimum per accident for bodily injury, property damage, and environmental restoration; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 minimum per accident for bodily injury or disease.

3.2.11.3 Pollution Liability. Contractor shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the contract, pollution liability insurance. The policy shall not contain exclusions for bio solids or other related compounds. Such insurance shall be in an amount not less than \$1,000,000 per claim/\$2,000,000 policy aggregate, and shall be endorsed to include contractual liability and non-owned disposal sites.

3.2.11.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO



CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability and Transportation Pollution Liability.

The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) Pollution Liability. The Contractor's Pollution Liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the work or operations performed by or on behalf of the Contractor, including any and all remediation costs, including, but not limited to, restoration costs, and coverage for the removal, repair, handling, and disposal of asbestos and/or lead containing materials, if applicable; (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way; and (3) coverage shall include contractual liability and non-owned disposal sites

(E) All Coverages. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Contractor. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.11.5 Other Provisions; Endorsements Preferred. Contractor shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Contractor:



(A) Waiver of Subrogation – All Other Policies. Contractor hereby waives all rights of subrogation any insurer of Contractor's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Contractor shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.11.6 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Project.

3.2.11.7 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.11.8 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.11.9 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.

3.2.11.10 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be



on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.11 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed One Million Eight Hundred Thousand Dollars (\$1,800,000) without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.



3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no contractor or subcontractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, Contractor may obtain a copy of the prevailing wages from the City’s Representative. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Apprenticeable Crafts. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Contractor employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

### **3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be



compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **3.5 Disposal Records.**

3.5.1 At all times during the term of this Agreement Contractor shall maintain records of the location and method of disposal used for the Class B biosolids disposed of by Contractor pursuant to this Agreement. Upon the suspension, abandonment or termination of this Agreement, Contractor shall provide to City reproducible copies of all such disposal records. In the event of a dispute regarding the amount of compensation to which the Contractor is entitled under the termination provisions of this Agreement, Contractor shall provide all disposal records to City upon payment of the undisputed amount. Contractor shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. City shall not be limited in any way in its use of the disposal records.

### **3.6 General Provisions.**

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

**Contractor:**

Synagro-WWT, Inc.  
435 Williams Court, Suite 100  
Baltimore, MD 21220  
Attn: Robert Preston

**City:**

City of Corona  
400 South Vicentia Avenue  
Corona, CA 92882  
Attn: Tom Moody

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to



the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors for the removal, transportation, and disposal of biosolids.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.6.1 Subcontractors; Assignment or Transfer. Contractor shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Contractor shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take



any other action not authorized herein shall be null and void, and any subcontractors, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.6.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Contractor has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Contractor shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

3.6.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subconsultants of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.12 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic



Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.14 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

**[SIGNATURES ON NEXT TWO PAGES]**




**CITY'S SIGNATURE PAGE**

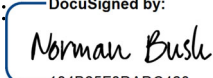
**CITY OF CORONA  
AGREEMENT FOR REMOVAL, TRANSPORTATION, AND DISPOSAL  
OF CLASS B BIOSOLIDS**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**CITY OF CORONA**

By:   
D640EFD046CF45C...  
Tom Moody  
General Manager

Reviewed By:   
F969BE6E07E04DF...  
Kristian Alfel  
DWP Operations Manager

Reviewed By:   
184B25F8DADC420...  
Norman Bush  
Purchasing Manager

*Attest:*

\_\_\_\_\_  
Sylvia Edwards  
City Clerk



CONTRACTOR'S SIGNATURE PAGE

CITY OF CORONA  
AGREEMENT FOR REMOVAL, TRANSPORTATION, AND DISPOSAL  
OF CLASS B BIOSOLIDS

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**SYNAGRO-WWT, INC.**  
**a Maryland Corporation**

DS  
RF

By:

DocuSigned by:  
*Robert Preston*  
E36891F639BF464

Signature

Robert Preston

Name (Print)

CEO

Title (Print)

By:

DocuSigned by:  
*Michael Pisch*  
606817ABC2FA408...

Signature

Michael Pisch

Name (Print)

VP and Treasurer

Title (Print)



## **EXHIBIT “A” SCOPE OF SERVICES**

### **A. Background:**

The City of Corona (City) is in need of a Contractor to manage the end use of its water reclamation biosolid products generated at Water Reclamation Facility #1 (WRF-1). The end use management of biosolids includes the following, but not limited to collecting, transporting, composting, recycling and/or disposal. All actions and activities must comply with all applicable federal, state and local laws and regulations.

The City generates Class A Exceptional Quality (EQ) and Class B (wet) biosolids. Class B biosolids are dewatered to approximately 18% total solids. Biosolids are temporarily stored in a covered storage hopper or in uncovered beds prior to removal. WRF-1 generates 80 to 100 wet tons of Class B biosolids per day and approximately 15,000 wet tons of biosolids per year.

To create Class A EQ biosolids, the treatment process for Class B biosolids continues through the biosolids dryer. The dryer is currently inactive and is in the process of being repaired and upgraded. The dryer is expected to be operational in FY 2023.

### **Schedule of Operation**

All biosolids will be removed from WRF-1 at the following address:

Water Reclamation Facility #1 (WRF-1)  
2201 Railroad St.  
Corona, CA 92880

Biosolids shall be removed from WRF-1 an average of (3) times per day, Monday through Sunday, year-round. Total loads per week range from 15 – 24 loads. Contractor access to WRF-1 will be available 24 hours per day.

### **Equipment and Transportation**

For each trip to WRF-1, the Contractor shall drop off an empty trailer at a designated area. The empty trailer shall be safely parked, and wheels secured with wheel chocks. The Contractor shall then connect and remove a pre-loaded biosolids trailer offsite to an approved location.

Transport vehicles shall be the type(s) approved for this application by the City. General requirements for vehicles hauling biosolids are that the hauler is licensed to transport special waste, that the vehicles have watertight bodies, and that they are properly equipped and fitted with seals to prohibit spillage or drainage. The Contractor's equipment for transport shall be compatible with the WRF-1 loading area. Equipment shall be maintained in a condition acceptable to the City.



The loading and transport vehicles shall be cleaned as often as necessary to prevent the deposit of biosolids on the exterior of the vehicle or on the roadways. This cleaning shall include, but is not limited to external surfaces, wheels, and undercarriages. Cleaning of the loading area shall be done at least at the end of every business day.

Vehicles shall be loaded within all legal weight limits. It shall be the sole responsibility of the contractor and their drivers to monitor the load of each truck to ensure a legal weight. The City reserves the right to bar any driver who disregards the above requirements.

All haul routes to any permitted disposal, recycling, composting site in any jurisdiction shall be determined in accordance with all applicable federal, state and local laws, ordinances, permits, rules, and regulations ("Laws"). Said Laws shall be strictly adhered to by the Contractors and his employees, agents, and Subcontractors.

The Contractor shall transport biosolids in accordance with Title 40 of the Code of Federal Regulations (CFR), Part 503. Any violation of environmental regulations, weight regulations, or traffic laws shall be the sole responsibility of the contractor, who shall indemnify, hold harmless and defend the City from any penalty or sanction, civil, or criminal, imposed by reason of any such violation of environmental regulations, weight regulations, or traffic laws.

The Contractor is responsible for ensuring that all drivers and vehicles hauling biosolids from WRF-1 are in compliance with current and future applicable California Air Resource Board (CARB) regulations and South Coast Air Quality Management District (SCAQMD) regulations. Cost of compliance with these regulations shall be the sole responsibility of the contractor.

Subsequent to the awarding of the contract, but prior to the first removal of biosolids from WRF-1, the Contractor shall meet with the City to be instructed in the proper procedures for the staging of trucks, weighing of empty trucks, loading of trucks, and weighing of full trucks. It is the responsibility of the contractor to ensure that all truck drivers follow the procedures detailed by the City.

### **Determination of Quantity Removed**

The quantity of biosolids loaded on a vehicle will be recorded as mutually agreed upon by the City and the Contractor. The Contractor shall provide the City a copy of a load sheet for each vehicle used for disposal which details at least the following information:

- date of removal
- truck number
- driver name
- each time truck left WRF-1
- each weight of full truck



- each weight of empty truck
- weight and type of biosolids removed

### **Spills and Clean-Up**

The Contractor shall keep their hauling route, equipment, and work area neat and clean, and shall bear all responsibility for the cleanup of any spill which occurs during the transportation of biosolids. The Contractor shall notify the City immediately should any spill occur.

The clean-up of any biosolids which are dumped, spilled, or discarded in any location other than the site authorized for that purpose shall be the sole responsibility of the Contractor and conducted by the Contractor, or at their expense, in accordance with all applicable laws and regulations.

### **WRF-1 Permit**

The City has a National Pollutant Discharge Elimination System (NPDES) permit issued by the SWRCB. Biosolids management requirements of the permit refer 40 CFR, Part 503.

### **Biosolids Removal**

WRF-1 has a biosolids hopper that has a maximum capacity of 2.5 tons and an additional eight (8) uncovered beds for the temporary storage. An aerial view of the biosolids storage facilities at the WRF-1 is shown in Figure 1.

The Contractor must remove biosolids at the direction of the City. The City may direct that:

- Biosolid spills on roadways or loading area be cleaned.
- Generally, unless conditions are unorganized, the City will seek to have as much of the biosolids removed as possible.

### **Land Application**

It is the sole responsibility of the Contractor to obtain the necessary permits for all sites receiving biosolids for land application, any off-site interim storage facilities, recycling, and composting facilities. Prior to commencing any work, the contractor shall obtain and furnish the City copies of all the necessary approvals and permits required by all government units and regulatory agencies for the transportation and land application of biosolids.

### **Alternate Disposal Option**

Should it be necessary for the Contractor to apply an alternate disposal option (such as landfilling) the Contractor shall supply the City with the following information:

- The dates in which biosolids were removed from the City.



- The total number of loads removed from the City for each day that biosolids removal occurred.
- The total wet tons of each load.
- The alternate disposal method.

This information shall be supplied to the City within 1 month (30 days) of utilizing the alternate disposal option. No additional payment will be made for utilizing an alternate disposal option.

### **Payment**

Payment shall be made on the basis of actual wet tons hauled. The Contractor shall submit invoices to the City on a monthly basis for the previous calendar month's activity. The invoices shall show the number of wet tons hauled from WRF-1 for the given month. Each invoice shall be accompanied by a current waiver of lien including an affidavit disclosing any subcontractors to be paid and corresponding lien waivers all in a form as approved by the City. The invoices will be subjected to verification and approval by the City and in the event that no discrepancies exist, will be paid within thirty (30) days of approval of the submitted invoices and waiver of liens.



**EXHIBIT “B”**  
**SCHEDULE OF SERVICES**

Biosolids shall be removed from WRF-1 an average of (3) times per day, Monday through Sunday, year-round. Total loads per week range from 15 – 24 loads. Contractor access to WRF-1 will be available 24 hours per day.



## **EXHIBIT “C” COMPENSATION**

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in this exhibit

### **Class B Biosolids Product**

Price Per Wet Ton - \$63.00

Should Synagro experience a need to divert 45% or greater of the annual tonnage produced by the City to Nursery Products, Synagro would offer a 5% discount to the stated pricing for this tonnage.

### **CPI. All Agreement Prices shall be adjusted as follows:**

All Agreement Prices shall be adjusted annually beginning on July 1, 2022, based on the Negotiated price adjustments will be made in accordance with and shall not exceed the percentage of change in the United States Bureau of Labor Statistics Consumer Price Index “All Urban Consumers for Riverside, California, Area (CPI-U), not seasonally adjusted, for the most recent twelve (12) months for which statistics are available. This method of price adjustment shall apply to each extension period exercised. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

Fuel Surcharge Increase Formula: Distance Multiplier [\_\_\_\_\_] X (EIA fuel cost per Gallon [\$\_\_\_\_\_] – Base Fuel Price [\$\_\_\_\_\_] X Tons of Biosolids Managed





Staff Report

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**File #:** 21-0805

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**REQUEST FOR CITY COUNCIL AND  
CORONA UTILITY AUTHORITY ACTION**

**DATE:** 09/01/2021

**TO:** Honorable Mayor and City Council Members  
Honorable President and Board Members

**FROM:** Utilities Department

**SUBJECT:**

Award Contract to Best Drilling and Pump, Inc., Layne Christensen Company, Legend Pump and Well Service, Inc., and Weber Water Resources CA, LLC. for Well and Booster Pump Services.

**EXECUTIVE SUMMARY:**

The City issued Request for Proposals 21-081AC for on-call Well and Booster Pump Services to ensure reliability and redundancy among six treatment facilities, 21 active wells, and 20 booster stations. Pumps are in service 24 hours a day, 7 days a week. It is essential to have multiple contractors available to respond when equipment fails or is not operating correctly.

**RECOMMENDED ACTION:**

**That the:**

- a. City Council award Request for Proposals 21-081AC for On-call Well and Booster Pump Services to the following contractors for an initial contract term ending June 30, 2023, with two optional 2-year extensions.
  - Best Drilling and Pump, Inc. of Colton, CA for \$500,000
  - Layne Christensen Company of Redlands, CA for \$500,000
  - Legend Pump and Well Service, Inc. of San Bernardino, CA for \$500,000
  - Weber Water Resources CA, LLC of Riverside, CA for \$500,000
- b. City Council authorize the City Manager, or his designee, to negotiate and execute Maintenance/General Services Agreements to the aforementioned contractors for an initial contract term ending June 30, 2023, with two optional 2-year extensions.
- c. City Council authorize the General Manager and City Attorney, or their designees, to negotiate



and execute non-substantive extensions, change orders, and amendments up to 10% or \$50,000 of the original contract amount as authorized in Corona Municipal Code Section [3.08.060\(J\)](#).

- d. City Council authorize the Purchasing Manager to issue purchase orders to the aforementioned contractors for the initial term beginning September 1, 2021.
- e. Corona Utility Authority review, ratify, and to the extent necessary, direct the City Council to take the above actions.

### BACKGROUND & HISTORY:

The Utilities Department (UD), previously the Department of Water and Power, currently operates and maintains 6 treatment facilities, 21 active wells, and 20 booster stations. The UD has wells that range from 200 to 600 feet in depth. Booster stations have an average depth of 20 feet. The UD Maintenance Division plans and coordinates as-needed service to install and repair well pumps and booster stations to provide high-quality drinking water to the community. Such services may include removing and installing deep well turbine pumps, column pipes, shafts, oil lines, motors, and other appurtenances.

### ANALYSIS:

On June 9, 2021, the Purchasing Division issued Request for Proposals (RFP) 21-081AC - DWP on-call Well and Booster Pump Services through the City's PlanetBids portal pursuant to Corona Municipal Code (CMC) Section [3.08.110](#) non-public projects formal bidding procedure requirements. The City received four proposals by the submission date of June 22, 2021.

Staff performed evaluations of the proposals from the four contractors. The evaluations were based on the following criteria:

Criteria	Maximum Points
Work Plan/Work Organization	25%
Qualifications of Company and Personnel (Experience)	25%
Approach to Safety Measures	25%
Reasonableness of Cost and Price	25%
<b>Total</b>	<b>100%</b>

Planetbids notified seventy-eight contractors of the bid proposal opportunity. Thirteen (13) contractors and 4 plan rooms downloaded the RFP document. Four (4) contractors responded to the RFP and submitted proposals by the due date and time. The evaluation panel carefully reviewed the four proposals and scored each firm's response utilizing the evaluation criteria above. Table 1 below reveals the final ranking for each firm.



**Table 1: RFP Rankings**

<b>Firm</b>	<b>Ranking</b>
Best Drilling and Pump, Inc. (Colton, CA)	1
Layne Christensen Company (Redlands, CA)	2
Legend Pump and Well Service, Inc. (San Bernardino, CA)	3
Weber Water Resources CA, LLC (Riverside, CA)	4

The above-noted contractors have multiple contracts with agencies locally and out of state. Therefore, UD requests on-call agreements with multiple contractors to ensure redundancy and availability when needed. Having multiple contractors on retainer will provide UD the option to select contractors based on availability to immediately repair or replace failing or failed equipment in an expedited timeframe.

All licenses and references for each firm have been reviewed and verified by City staff.

**FINANCIAL IMPACT:**

Funding for the recommended action is included in the Fiscal Year 2022 Utilities Department Operating Budget. The total budget of \$2,000,000 is equally allocated among the four contractors and is included in the water, water reclamation and reclaimed water funds. Funding in future fiscal years will be recommended through the budget process.

**ENVIRONMENTAL ANALYSIS:**

This action is categorically exempt pursuant to Section 15301 of the Guidelines for the California Environmental Quality Act (CEQA), which states that operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the CEQA determination, is exempt from CEQA. Therefore, no environmental review is required.

**PREPARED BY:** KRISTIAN ALFELOR, OPERATIONS MANAGER

**REVIEWED BY:** TOM MOODY, GENERAL MANAGER

**Attachments:**

1. Exhibit 1 - RFP 21-081AC
2. Exhibit 2 - RFP Summary
3. Exhibit 3 - MGSA with Best Drilling and Pump, Inc.
4. Exhibit 4 - MGSA with Layne Christensen Company
5. Exhibit 5 - MGSA with Legend Pump and Well Service, Inc.
6. Exhibit 6 - MGSA with Weber Water Resource CA, LLC





**June 9, 2021**

**SUBJECT: REQUEST FOR PROPOSALS (RFP) No. 21-081AC**

The City of Corona Department of Water and Power (City) invites qualified proposals for:

**REBID - DWP On-Call Well and Booster Pump Services**

Parties interested in obtaining a copy of this RFP No. **21-081AC** may do so by registering with PlanetBids as a City of Corona vendor by visiting the PlanetBids Vendor Portal:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=39497>. Registered vendors can download a copy of this RFP No. **21-081AC** and supporting documents at no cost and receive addenda and other notifications when issued.

**Closing: Proposals shall be submitted electronically no later than June 22, 2021 at 2:00 pm** through the PlanetBids Vendor Portal. It is the contractor's responsibility to allow sufficient time to complete and upload its proposal, including all documentation required by this RFP, prior to the stated deadline. Electronic submission cannot be completed unless the contractor properly uploads all required documents.

Please read this entire RFP package and include all requested information and required proposal documents, including, but not limited to, the non-collusion declaration. Proposals must be signed by an authorized agent of the company submitting a proposal in order to be considered responsive.

The work is subject to the payment of not less than prevailing wages pursuant to Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"). The Director of the Department of Industrial Relations ("DIR") has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the contract which will be awarded to the successful contractor, copies of which are on file and will be made available to any interested party upon request from the City or online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful contractor at the job site.

Pursuant to SB 854, which amended the Prevailing Wage Laws, this Contract is subject to compliance monitoring and enforcement by the DIR. Beginning March 1, 2015, with very limited exceptions no contractor or subcontractor may be listed on a proposal for this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. Beginning April 1, 2015, no contractor or subcontractor may be awarded a contract unless registered with the DIR pursuant to Labor Code section 1725.5. The DIR registration number for each contractor and subcontractor must be identified on the Contractor's proposal - failure to identify this number could result in the



proposal being rejected as non-responsive. It is the Contractor's responsibility to ensure that they have fully complied with SB 854. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws.

The successful contractor and all subcontractor(s) under him, shall comply with all applicable Prevailing Wage Laws, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Agreement, the employment of apprentices, the hours of labor, the payment of overtime, and the debarment of contractors and subcontractors. The successful contractor and all subcontractor(s) under him shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws.

Each contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work proposal upon, and must maintain the license(s) throughout the duration of the Contract: "A" - General Engineering or a "C-57" Well Drilling (Water) License.

The successful contractor(s) must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, the successful contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. The successful contractor will be required to indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by the successful proposal, its subcontractors, or others for whom the successful contractor is responsible under its indemnity obligations.

Issuance of this RFP and/or receipt of proposals does not commit City to award a contract.

Signed,

Alex Chou

Purchasing Specialist I  
City of Corona | Administrative Services Department  
400 S. Vicentia Ave., Suite 320 | Corona, CA 92882  
Phone: (951) 279-3567 | Email: [Alex.Chou@CoronaCA.gov](mailto:Alex.Chou@CoronaCA.gov)  
Website: [www.CoronaCA.gov](http://www.CoronaCA.gov)





June 9, 2021

**SUBJECT: REQUEST FOR PROPOSALS (RFP) No. 21-081AC**

## **SECTION I**

### **INVITATION**

The City of Corona invites proposals from qualified Contractors for:

#### **REBID - DWP On-Call Well and Booster Pump Services**

The Department of Water and Power (City) wants to qualify multiple Contractors to provide DWP On-Call Well and Booster Pump Services to the City's Utility on an "AS NEEDED" basis. Proposals will be evaluated on the following criteria: Qualifications of the Firm, Qualifications of the Personnel, Related Experience, Completeness of the Response, and Reasonableness of the Cost and Price.

#### **Estimated Contract Term:**

The contract term shall be effective on or about July 8, 2021 through June 30, 2023 with optional renewal periods.

- Option 1, if exercised, shall be effective July 1, 2023 through June 30, 2025.
- Option 2, if exercised, shall be effective July 1, 2025 through June 30, 2027.

Please read this entire RFP package, and include all requested information and forms in your proposal. Proposals must be signed by an authorized agent of the company submitting a proposal in order to be considered responsive.

The City will receive electronic Proposals for the REBID - DWP On-Call Well and Booster Pump Services through the PlanetBids bidding platform no later than **June 22, 2021 at 2:00 pm**. The City's electronic bidding system will not allow proposals to be submitted after the due date and time. It is the contractor's responsibility to allow sufficient time to complete and submit their proposal, including all documentation required by this RFP, prior to the stated deadline. **Electronic submission cannot be completed unless the contractor properly uploads all required documents. Only electronic proposals will be accepted; hard copy proposals will be rejected as nonresponsive and returned unopened without exception.**



**CITY INSURANCE REQUIREMENTS HAVE BEEN UPDATED/HAVE BEEN  
CHANGED  
REFERENCE INSURANCE REQUIREMENTS FORM IN SECTION VI AND  
AGREEMENT SAMPLE PARAGRAPH 3.2.10 IN SECTION VII**

Parties interested in obtaining a copy of this RFP No. 21-081AC may do so by registering with PlanetBids as a City of Corona vendor by visiting the PlanetBids Vendor Portal:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=39497>. Registered vendors can download a copy of this RFP No. 21-081AC and supporting documents at no cost and receive addenda and other notifications when issued.

For further information, contact Alex Chou at [Alex.Chou@CoronaCA.gov](mailto:Alex.Chou@CoronaCA.gov).

**Tentative RFP Schedule**  
(Subject to change at City's discretion)

1. Issue RFP	<b>June 9, 2021</b>
2. Written Questions from Contractors Due	<b>June 14, 2021 at 5:00 pm</b>
3. Responses from City Due	<b>June 15, 2021</b>
4. Proposals Due (date and time)	<b>June 22, 2021 at 2:00 pm</b>
5. RFP Evaluation Completed	<b>June 28, 2021</b>
6. Contractor Selection	<b>July 1, 2021</b>
7. City Council Award	<b>July 7, 2021</b>

**Table of Contents**

Section I	Invitation, Tentative Schedule, Table of Contents
Section II	Scope of Work
Section III	RFP Instructions
Section IV	Proposal Content
Section V	Evaluation and Award
Section VI	Proposal Forms
Section VII	Agreement Sample



## **SECTION II**

### **SCOPE OF WORK**

#### **A. Background:**

The City of Corona Department of Water and Power is responsible for protecting public health by providing the highest quality water, reclaimed water and electric service, as well as efficient water reclamation. We take great pride in being able to serve the community and always strive to provide our customers with the highest quality service. As such, we are constantly looking for new and more efficient ways to increase the quality and quantity of our water supply.

Currently the City of Corona Department of Water and Power operates and maintains approximately; 21 active wells and 22 booster stations.

#### **B. Goal/Purpose:**

This Request for Proposals is being completed for the Water Division to award multiple Contractors agreements to allow for the well and booster pump services to be provided on an “as-needed” basis for repairs and installations at various locations throughout the City.

The Contractor shall be responsible to remove and install the following but not limited to deep well turbine pumps, column pipe shafts, oil lines, etc. on various sized wells ranging from 200 to 600 feet in depth. Repair and installation of booster stations will be completed at Department of Water and Power facilities and in Corona residential neighborhoods. Booster stations have an average depth of 20 feet.

#### **C. Scope of Work Description:**

This scope of work establishes the minimum requirements for providing Well and Booster Pump Services to the City of Corona. The Contractor is required to meet all specifications listed herein, as minimum, and is required to submit a firm fixed cost for all commodities/services. The Contractor shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations. Contractor shall provide all labor, materials, equipment and mobilization to complete the well and booster pump services for the City of Corona. Since the Service is on-call based, working hours are to be determined by City’s project manager according to its need.

#### **Mandatory Requirements**

- All Contractors and their subcontractors shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor’s license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract:

Valid California Contractors’ license with a designation of “A” - General Engineering or “C-57” Well Drilling (Water)



## **D. Minimum Qualifications**

Contractor must meet these minimum qualifications at the time their proposal is submitted to the City:

1. Have a valid California Contractors' license with a designation of "A" - General Engineering or "C-57" Well Drilling (Water).
2. Have a current registration with the California Department of Industrial Relations.
3. Have a minimum of 10 years of relevant experience performing Well and Booster Pump Services, with below requirements:
  - a. Satisfactory completion of three California municipal water utility well and booster pump installation and maintenance contracts with a combined total of one million dollars or more. Contracts must be from utility agencies with a minimum of 5 active wells and 2 booster stations.
  - b. List all contracts for municipal water utility well and booster pump installation and maintenance services in the past ten years.
  - c. Provide any and all instances of being disqualified, terminated, removed, contract disputes or otherwise prevented from submitting proposals on contracts for municipal water utility well and booster pump installation and maintenance services.
  - d. Provide a general description of the firm's financial condition; identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Contractor's ability to complete the project; include three years of CPA prepared financial statements.

### **4. Personnel Information**

The names and resumes of the principal officers, partners, and or officials shall be submitted. The name(s) and resume(s) of the individual(s) who will be considered in responsible charge of the City of Corona DWP On-Call Well and Booster Pump services contract shall be clearly indicated.

### **5. Subcontractors**

Contractors must include in their proposal, complete identification of all subcontractors, including business address, telephone number, point of contact, DIR registration number, and work to be performed. For subcontractors performing the work called out in this solicitation, the same information requested of the contractor must also be provided for the subcontractor.



## 6. Compensation & Invoicing

Compensation for “as-needed” well and booster pump services shall be based on the actual number of hours worked to complete the project. Compensation for specific well and booster pump maintenance projects shall be based on the cost proposal submitted by the contractor. Invoices submitted by Contractor shall be paid in accordance with the terms stated on the Proposal and the signed Agreement. The approved pricing shall remain in effect unless modified by mutual written consent of both parties.

The City requires the contractor to provide monthly invoices for services by sending billing statements to [DWPinvoices@ci.corona.ca.us](mailto:DWPinvoices@ci.corona.ca.us).

### **E. Additional Remarks**

It is the City’s understanding that the Aqua Freed and Bore Blasting technologies/methods are not proprietary to one contractor. That said, it is acceptable to fill N/A for any of the field, as the City will consider alternative methods. Contractor shall describe in detail their proposed alternate methods for the City’s consideration.



## **SECTION III**

### **RFP INSTRUCTIONS**

#### **A. Pre-Proposal Meeting**

**Not Applicable.**

#### **B. Examination of Proposal Documents**

By submitting a proposal, Contractors represent that they have thoroughly examined and become familiar with the work required under this RFP and that they are capable of performing quality work to achieve the City's objectives.

Before submitting proposals, Contractors must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Contractors' own risk and they cannot secure relief on the plea of error.

#### **C. Addenda**

Substantive City changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. Copies of all Addenda will be furnished through the City's electronic bidding system, PlanetBids, no later than 72 hours prior to the proposal Due Date and Time. Contractors shall access any and all Addenda from the electronic bidding system's Addenda & Email tab for this RFP. The City shall not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instruction.

#### **D. Informed Contractors**

Before submitting proposals, Contractors must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Contractors' own risk and they cannot secure relief on the plea of error.

#### **E. Clarifications**

##### **1. Examination of Documents**

Should a Contractor require clarifications of this RFP, the Contractor shall notify the City in writing in accordance with Section E.2 below. Should it be found that the point in question is substantive and is not clearly and fully set forth, the City shall issue a written addendum clarifying the matter.



## 2. Submitting Requests

Contractors shall submit all questions, clarifications or comments through the City's PlanetBids electronic bidding system:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=39497> utilizing the Questions & Answers tab. Contractor questions must be submitted no later than **June 14, 2021 at 5:00 pm**. Please note the City's electronic bidding system will not allow inquiries to be submitted after this date and time.

## 3. City Responses

- a. Responses from the City will be communicated in writing to all known recipients of this RFP, by way of Addendum in accordance with Section C above.
- b. It is the responsibility of Contractors to make sure they have received all addenda prior to submitting their proposal. The Tentative Schedule may change at any time. Any and all changes to the Tentative Schedule will be made by way of addendum. If an Addendum is issued less than 72 hours before the Proposal Due Date and Time, the Proposal Due date will be extended.

## **F. Submission of Proposals**

### 1. Date and Time

All proposals shall be submitted no later than **June 22, 2021 at 2:00 pm**.

### 2. Electronic Submission

Proposals shall be submitted electronically using the City's PlanetBids Vendor Portal. Please note the City's electronic bidding system will not allow proposals to be submitted after the due date and time. It is the contractor's responsibility to allow sufficient time to complete and submit their proposal, including all documentation required by this RFP, prior to the stated deadline. **Electronic submission cannot be completed unless the contractor properly uploads all required documents. Only electronic proposals will be accepted; hard copy proposals will be rejected as nonresponsive and returned unopened without exception.**

### 3. Acceptance of Proposals

- a. The City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The City reserves the right to withdraw this RFP at any time without prior notice, and the City makes no representations that any contract will be awarded to any consultant responding to this RFP.
- c. The City reserves the right to postpone proposal opening for its own convenience.



## **G. Proposal Withdrawal**

Electronic proposals may be withdrawn by contractors prior to the date and time set forth in Section E. 1 above. After that time, contractors may not withdraw their proposals for a period of ninety (90) days from the Proposal Submittal Deadline. At no time may the successful contractor(s) withdraw their proposal(s).

## **H. Pre-Contractual Expenses**

Pre-contractual expenses are defined as expenses incurred by the Contractor in:

- a. preparing its proposal in response to this RFP;
- b. submitting the proposal to City;
- c. negotiating with City any matter related to the proposal; or
- d. any other expenses incurred by the Contractor prior to date of award, if any, of the Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by Contractor in the preparation of its proposal. Contractor shall not include any such expenses as part of its proposal.

## **I. Contract Award**

Issuance of this RFP and receipt of proposals does not commit the City to award an Agreement. The City reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected Contractor(s) should negotiations with the selected Contractor(s) be terminated, to negotiate with more than one Contractor simultaneously, or to cancel all or part of this RFP.

## **J. Acceptance of Order**

The successful Contractor(s) will be required to accept a Purchase Order and execute a written Agreement (see Section VII, Form of Agreement) in accordance with and including as a part thereof the published notice of Request for Proposals and this Request for Proposals, including all requirements, conditions and specifications contained herein, with no exceptions other than those specifically listed in the written purchase order and/or Agreement.

## **K. Vendor Performance**

It is the intent of the City to create a long-term working partnership with the Contractor. The City's representative will be completing a Vendor Performance Evaluation Form on a periodic basis. An example of this type of form can be reviewed in Section VI. This type of form will be the basis for conversations between the vendor and the City around contract performance metrics.



## **L. City of Corona Business License**

The successful contractor(s) and any subcontractors are required to obtain a City of Corona Business License prior to award of Contract, and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a proposal. The Business License is not a prerequisite for submission of a proposal. Inquiries regarding the City Business License may be answered by calling 951-736-2275 or visiting the website: <https://corona.hdlgov.com/Home/Index/BusinessLicense>

## **M. Prevailing Wage**

Refer to Section VII, Form of Agreement, Section 3.3.5 for Prevailing Wage requirements.

## **N. Insurance Requirements**

Within ten (10) consecutive calendar days after the notice of award, the Contractor to whom a contract is awarded from this request for proposals shall furnish the City with the certificates of insurance evidencing coverage as specified in Section VII, Form of Agreement, Section 3.2.10 Insurance, et seq. and naming the City of Corona, its directors, officials, employees, volunteers and agents as additional insureds by written endorsement. Failure to do so may, in the sole discretion of the City, result in the forfeiture of the Contract Award.

**Contractors are encouraged to have their insurance provider(s) review the Insurance Requirements in Section VII, Form of Agreement, Subsection 3.2.10 et seq. prior to submission of a Proposal to ensure the minimum coverage limits, endorsements and other requirements can be met.**

**Additionally, the City has provided a summary of the insurance requirements Section VI with a document titled “Insurance Requirements Check Sheet”. This document will need to be submitted with the proposal.**

## **O. Special Provisions for Services**

1. Accessibility. Contractor shall fully inform himself regarding any peculiarities and limitations of the spaces available for the performance of work under this contract. Contractor shall exercise due and particular caution to determine that all parts of his work are made quickly and easily accessible.
2. Authority of the City of Corona. Subject to the power and authority of the City as provided by law in this contract, the City shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The City shall decide questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.
3. Performance Bond and Payment (Labor and Materials) Bond Requirements. Within 10 days from date of the Notice of Award, the Contractor to whom a Contract is awarded shall deliver to the City the Performance and Payment (Labor and Materials) Bonds in



the form supplied by the City and included in these RFP Documents. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment (Labor and Materials) Bond shall be for one hundred percent (100%) of the Total Proposal Price. The City does not require original, embossed corporate seals on any bonds. However, the City reserves the right at any time to demand an original bond with an embossed corporate seal, and Contractor shall supply such bond within seven (7) calendar days of any such request.

4. Changes in Work. The City may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the City. Changes in work and the amount of compensation to be paid to the contractor for any extra work as so ordered shall be determined in accordance with the unit prices quoted.
5. Clean-up. During performance and upon completion of work on this project, contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave entire area in a neat, clean and acceptable condition as approved by the City.
6. Compliance With OSHA. Contractor agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Contractor will indemnify and hold the City harmless for any failure to so conform.
7. Contract Incorporation. This contract embodies the entire contract between the City and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Contractor's successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.
8. Cooperation Between Contractors. The City reserves the right to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the City from any and all damages or claims that may arise



because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

9. Coordination With Agencies. The contractor shall coordinate his activities with the proper regulatory agencies and have their representative on site at the proper times.
10. Damage. The contractor shall be held responsible for any breakage, loss of the City's equipment or supplies through negligence of the contractor or his employee while working on the City's premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc., so damaged. Contractor shall immediately report to the City any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.
11. Examination of Specification and Site. Contractor is expected to carefully examine the site of the proposed work and all RFP specifications, documents, and forms. Contractor shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished and the requirements of the proposed specifications.
12. Independent Contractor. In accepting this contract, Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of City. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of City.
13. Measurements. It is the responsibility of the Contractor to make all measurements to determine his proposal price. The City will not be responsible for determining the quantities of materials necessary to complete the work specified.
14. Permits. Unless otherwise specified herein, Contractor shall at his expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.  
  
Contractor shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the City from any liability on account of any and all such taxes, levies, duties, assessments and deductions.
15. Protection of Public. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area.



16. Rejection of Work. Contractor agrees that the City has the right to make all final determinations as to whether the work has been satisfactorily completed.

Unknown Obstructions. Should any unknown obstruction be encountered during the course of this contract, Contractor immediately bring it to the attention of the City.

Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavement, inlet/outlet piping, overflow/bypass structures, fencing, access roads, utilities and other adjoining property and structures, etc., and avoid damage thereto. Contractor shall immediately replace or repair any damage caused by the Work operations.

Contractor shall take care to prevent disturbing or covering any survey markers, monuments or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, at no cost to the City.

17. Subcontractors.

- a. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of the Work. Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the City.
- b. City reserves the right to approve all subcontractors. City's approval of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.
- c. Prior to substituting any subcontractor listed in the Proposal Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

18. SB854 Notice Requirements.

**This contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

Pursuant to SB 854, which amended the Prevailing Wage Laws, this Contract is subject to compliance monitoring and enforcement by the DIR. Beginning March 1, 2015, with very limited exceptions no contractor or subcontractor may be listed on a proposal for this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. Beginning April 1, 2015, no contractor or subcontractor may be awarded this Contract unless registered with the DIR pursuant to Labor Code section 1725.5.



**The DIR registration number for each contractor and subcontractor must be identified on the proposal** - failure to identify this number could result in the proposal being rejected as non-responsive. It is each contractor's responsibility to ensure that they have fully complied with SB 854. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws.

#### **P. Safety Requirements/OSHA Violations**

Safety at the Project site during performance of the work is of paramount concern to the City. Accordingly, Contractors must not have committed any serious violations within the last two (2) years or any willful violations within the last five (5) years of federal or state OSHA regulations.

Contractors must identify the number of OSHA violations on the CONTRACTOR'S INDUSTRIAL SAFETY RECORD form. Any serious or willful violation falling within the timeframes noted above may render a proposal as non-responsive. We strongly encourage full disclosure, since failure to identify all violations on the CONTRACTOR'S INDUSTRIAL SAFETY RECORD form may result in rejection of the proposal as non-responsive or the Contractor non-responsible following a hearing.

A citation properly appealed through OSHA is not considered to be a violation until the matter is closed and considered final by OSHA. The City still expects this information to be disclosed by the Contractor with an explanation and documentation showing that the matter is properly under appeal with OSHA and not considered closed or final. Failure to be forthcoming with this information may result in rejection of the proposal as non-responsive. Notwithstanding the preceding, the City may waive this criterion in its sole and absolute discretion.

#### **Q. Laws Governing Contract**

This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the county of Riverside, in state of California. The parties further stipulate that the county of Riverside, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

#### **R. Primary Contractor**

No person, organization, or corporation is allowed to make, submit, or be interested in more than one Proposal unless in a sub-contractual relationship with respect to the Proposals. A person, organization or corporation submitting sub-proposals or quoting prices on materials to Contractors is prevented from submitting a Proposal to the City as a primary Contractor.

#### **S. Public Records**

Responses (proposals) to this Request for Proposal (RFP) and the documents constituting any contract entered into thereafter become the exclusive property of the City of Corona and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). The City of Corona's use and disclosure of its records are governed by this Act.



Those elements in each proposal which Contractor considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as “TRADE SECRET”, “CONFIDENTIAL”, or “PROPRIETARY” by Contractor. The City of Corona will use its best efforts to inform Contractor of any request for disclosure of any such document. **The City of Corona, shall not in any way, be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.**

In the event of litigation concerning disclosure of information the Contractor considers exempt from disclosure, the City of Corona will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the City of Corona is required to defend an action arising out of a Public Records Act request for any of the contents of a Contractor’s proposal marked “Confidential”, “Proprietary”, or “Trade Secret”, Contractor shall defend and indemnify the City of Corona from all liability, damages, costs, and expense, including attorneys’ fees, in any action or proceeding arising under the Public Records Act.

To insure confidentiality, Contractors are instructed to enclose all “Confidential,” “Proprietary,” or “Trade Secret” data in separate sealed envelopes, which are then included with the proposal documents. Because the proposal documents are available for review by any person after award of a contract resulting from an RFP, the City of Corona shall not in any way be held responsible for disclosure of any “Confidential,” “Proprietary,” or “Trade Secret” documents that are not contained in envelopes and prominently marked.

## **T. Participating Government Agencies**

Contractors may extend the pricing, terms and conditions of (RFP) No. 21-081AC REBID - DWP On-Call Well and Booster Pump Services to other government agencies. Participating agencies may enter into a contract with the Contractor for the purchase of the same commodities based on the terms, conditions and prices, offered by the Contractor to the City of Corona for this RFP. Any additional terms and conditions not established from (RFP) No. 21-081AC REBID - DWP On-Call Well and Booster Pump Services will need to be negotiated directly between the Contractor and the participating agency.

## **U. Labor Compliance**

### **1. Certified Payroll Records:**

In accordance with California Prevailing Wage Laws, Contractor shall keep accurate payroll records. The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked, and actual wages paid to each applicable worker employed by contractor in connection with the work. The payroll records shall be certified and made available for inspection at all reasonable hours in accordance with the California Prevailing Wage Laws.

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement (DLSE) of the DIR or shall contain the same information as the forms provided by the DLSE. The record of wages paid shall be certified by the Contractor and submitted with each progress payment request. **Contractor shall**



**redact the street address and all but the last four digits in the employee's social security number prior to submitting the certified payroll records to the City.**

2. Apprentices:

Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Contractor employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

Within 10 days of award or no later than receipt of the Notice to Proceed, Contractor shall submit a copy of the completed Division of Apprenticeship Standards Public Works Contract Award – DAS 140 form to the City. Contractor shall submit copies of completed Division of Apprenticeship Standards Requests for Dispatch of an Apprentice – DAS 142 forms with the progress payment request immediately following submission to the appropriate Apprenticeship Committee in the craft or trade of the public work.

## **V. Labor Compliance**

Within ten (10) consecutive calendar days after the notice of award, the contractor to whom a contract is awarded shall deliver to the City a Payment (Labor and Materials) Bond in the form supplied by the City and included in the RFP documents. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business in the State of California and satisfactory to the City. The Payment (Labor and Materials) Bond shall be for one hundred percent (100%) of the total contract amount. The City does not require original, embossed corporate seals on any bonds. However, the City reserves the right at any time to demand an original bond with an embossed corporate seal, and contractor shall supply such bond within seven (7) calendar days of any such request.



## **SECTION IV**

### **PROPOSAL CONTENT**

#### **A. Presentation**

Proposals should not include any unnecessarily elaborate or promotional material. Information should be presented in the order in which it is requested. Lengthy narrative is discouraged, and presentations should be brief and concise

1. **Cover Letter:** Proposals shall contain the following information in a cover letter:
  - a. identification of Contractor, including name, address and telephone;
  - b. proposed working relationship between Contractor and subcontractors, if applicable;
  - c. acknowledgment of receipt of all RFP addenda, if any;
  - d. name, title, address, telephone number and email address of contact person during period of proposal evaluation;
  - e. a statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal; and
  - f. signature of a person authorized to bind Contractor to the terms of the proposal.

Following the cover letter, proposals should address the following items in turn:

2. **Technical Proposal:**

- a. **Project Approach:**
  - i. Describe how your proposed approach and methodology addresses the City's needs as expressed in the RFP.
- b. **Work Plan:** This section must contain sufficient detail to convey to members of the evaluation team your firm's knowledge of the subjects and skills necessary to successfully complete the project.
  - i. Describe your plan for accomplishing the tasks described in the Scope of Work.
  - ii. Describe personnel working on the project, their tasks, and their time commitments.
  - iii. Describe any enhancements or procedural or technical innovations that would further the purpose and outcomes of this RFP.
- c. **Project Schedule:**
  - i. Describe when various elements of work would be completed and when deliverables would be provided after work begins.



- d. Deliverables:
  - i. Describe fully any deliverables that will be due under the contract, based on the Scope of Work.

### **3. Experience**

- a. Completed Contractor Information Form (attached)
- b. Completed Contractor Experience Form (attached)
- c. Disclosures:
  - i. Contractor must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable.
- d. Team Structure:
  - i. Describe your firm's organizational chart, identify who will have overall responsibility for the work, and include the lines of authority between team members up to this senior level.
- e. Sample Work (if applicable):
  - i. Describe samples of work from other, similar projects that demonstrate your firm's capability to accomplish the work describe in this RFP.

### **4. Safety:**

- a. Completed Industrial Safety Record Form (attached)
- b. Describe the safety measures you plan to put in place to assure the City that all applicable OSHA regulations will be adhered to with the inclusion of an Injury and Illness Prevention Program.

### **5. Cost Proposal**

- a. Completed Price Form (attached)

### **6. Technical Proposal**

#### **a. Qualifications, Related Experience and References**

This section of the proposal should establish the ability of contractor to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; educational qualifications; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.



Contractor shall:

- (1) provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees;
- (2) provide a general description of the firm's financial condition; identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede contractor's ability to complete the project;
- (3) describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project;
- (4) identify affiliates by company name, address, contact person, telephone number and project function and describe financial institution's experience working with each affiliate; and
- (5) provide, at a minimum, three references from the projects cited as related experience; reference shall furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Contractor may also supply references from other work not cited in this section as related experience.

**b. Proposed Staffing and Project Organization**

This section of the proposal should establish the qualifications of the proposed project staff.

Contractor shall:

- (1) provide education, experience and applicable professional credentials of proposed project staff;
- (2) furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel;
- (3) include a project organization chart which clearly delineates communication/reporting relationships among the project staff; and

**c. Work Plan**

Contractor shall provide a narrative which addresses the Scope of Work and shows contractor's understanding of the City's needs and requirements.



Contractor shall:

- (1) describe the approach to completing the tasks specified in the Scope of Work;
- (2) outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them; and

Contractor may also propose enhancement or procedural or technical innovations to the Scope of Work which do not materially deviate from the objectives or required content of the project.

## **B. Exceptions/Deviations**

State any exceptions to or deviations from the requirements of this RFP on the Price Form where indicated. Contractors are cautioned that exceptions to or deviations from RFP requirements may cause their proposal to be rejected as non-responsive.

## **C. Appendices**

Information considered by Contractor to be pertinent to this RFP and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Contractors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials; appendices should be relevant and brief.

## **D. Licensing and Certification Requirements**

By submitting a proposal, Contractor warrants that any and all licenses and/or certifications required by law, statute, code or ordinance in performing under the scope and specifications of this RFP are currently held by Contractor and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification shall be included in Contractor's response. Proposals lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.

## **E. Fee Proposal**

Contractor shall include a schedule of fees for each line of service included in Contractor's proposal and complete and sign the Price Form in Section C. below in its entirety. Contractor's Price Form shall be submitted as a separate document and uploaded as the "Cost File" through PlanetBids.

All prices shall be quoted F.O.B. destination, Corona, California. All shipping, handling and freight charges must be shown separately on the Price Form.



## **F. Ownership of Contract Documents**

All Contract Documents furnished by the City are City property. They are not to be used by Contractor or any Subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the City on request at completion of the Work.

## **G. Prohibited Interests**

No City official or representative who is authorized in such capacity and on behalf of the City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall be or become directly or indirectly interested financially in the Contract.

## **H. Proposal Checklist**

- ☐ Cover Letter
- ☐ Technical Proposal
- ☐ Non-Collusion Declaration
- ☐ Acknowledgment of the Terms and Conditions of the Agreement
- ☐ Insurance Requirements Check Sheet
- ☐ Contractor Information Form
- ☐ Contractor Experience Form
- ☐ Vendor Performance Evaluation Form Acknowledgement
- ☐ Industrial Safety Record Form
- ☐ Price Form
- ☐ Statement of Past Disqualifications
- ☐ Workers' Compensation Certification
- ☐ Designation of Subcontractors

## **MODIFICATIONS OF PROPOSALS**

Each Contractor shall submit its Proposal in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Proposal may render it non-responsive and may cause its rejection. Proposals shall neither delete, modify, nor supplement the printed matter on the Proposal Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.



## **SECTION V**

### **EVALUATION AND AWARD**

The City is soliciting Contractors who have established knowledge and expertise in all aspects of the services requested in this RFP.

#### **A. Evaluation Criteria**

The following weighting and points will be assigned to the Proposal for evaluation purposes:

**1. Work Plan/Work Organization – 25%**

The proposal must clearly indicate that the submitter has performed adequate planning to accomplish the operation and maintenance tasks as defined in the work statement.

- Logical and laid out in a clear and thoughtful manner
- Includes a complete plan to accomplish the requirements, including sub-contracting
- Demonstrates that appropriate personnel and equipment will be positioned efficiently to fulfill requirements
- Innovative approach and ideas, specific methods and techniques utilized by contractor
- Considerate of time constraints within project
- Meets all applicable guidelines as set forth in this RFP

**2. Qualifications of Company and Personnel (Experience) – 25%**

Category is rated based on the submitter's ability to clearly identify the following:

- Strength and stability of the firm and any sub-contractors
- Data on the level of experience in specific contracts of this type, including performance and abilities (minimum 3 examples, in addition to listing a minimum of three (3) references
- Key personnel's level of involvement in performing related work and/or close oversight
- Adequate labor commitment
- Demonstrated knowledge of the scope of work, capability of performing specific tasks outlined in the RFP based on similar work experience
- Samples of craftsmanship and quality of work for other similar projects

**3. Approach to Safety Measures – 25%**

This category is rated based on the submitter's ability to illustrate a clear approach to safety measures:

- Comply with OSHA requirements and applicable laws, ordinances, rules, regulations and orders
- Provided Injury and Illness Prevention Program (IIPP)



- No serious or willful OSHA violations within the past 5 years

#### **4. Reasonableness of Cost and Price – 25%**

Category is rated based on the submitter's:

- Value provided
- Reasonableness of hourly rates, labor hours, and fees to perform duties in scope of work
- Reasonableness based on project cost for recently completed projects of similar scope and size, consider travel time if applicable
- Responsiveness to RFP and exceptions to or deviations from RFP requirements; quality of materials to be used; value of Total Price

If a contract shall be entered into by the Contractor and the City, such contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.

Contractor must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any Proposals. The City reserves the right to reject any Proposals based upon the Contractor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

The City reserves the right to negotiate with each Contractor a Best and Final Offer.

Contractor must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any Proposals. The City reserves the right to reject any Proposals based upon the Contractor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

### **B. Evaluation Procedure**

All proposals received as specified will be evaluated by City staff in accordance with the above criteria. During the evaluation period, the City may do any or all of the following:

1. generate a "short list" and conduct interviews with the top candidates;
2. conduct on-site visits and/or tours of the candidates' places of business;
3. conduct negotiations with the most qualified candidate(s).

Contractors should be aware, however, that award may be made without Contractor visits, interviews, or further discussions or negotiations.



## C. Award

Depending on the dollar amounts of the proposals received, City staff will either select Contractor(s) best meeting the above-specified criteria or submit a recommendation to City Council for consideration and selection, the proposal(s) evaluated by staff to be the most qualified.

**The City anticipates making final selections and awards on or about July 7, 2021.** In addition, negotiations may or may not be conducted with Contractors; therefore, the proposal submitted should contain your most favorable terms and conditions, since the selection and award may be made without discussion with any Contractor.



## **SECTION VI**

### **PRICE FORM**

**(To be Completed and Submitted with Contractor's Proposal)**

REQUEST FOR PROPOSALS: RFP No. 21-081AC

DESCRIPTION OF RFP: REBID - DWP On-Call Well and Booster Pump Services

CONTRACTOR'S NAME/ADDRESS:

NAME/TELEPHONE NO. OF  
AUTHORIZED REPRESENTATIVE

Please provide detailed Firm Fixed Price cost information in the spaces provided below, and any other incidental or additional costs required to complete the scope of the project requirements.

All quantities below are estimates for the purposes of comparison. Estimated quantities are no guarantee of actual amounts.

**Extended price shall include all equipment, materials, supplies, labor and ancillary costs required to complete the Project.**

#### **Price Sheets for REBID - DWP On-Call Well and Booster Pump Services:**

Portal to Portal – Prevailing Wage Rates

Description	Crew Size	Rate	Unit	Quantity
Rig and Service Truck	2 Men		Hour	1
Rig and Service Truck	3 Men		Hour	1
Rig and Service Truck	4 Men		Hour	1
Combo Rig and Service Truck	2 Men		Hour	1
Rotary Crane 12 Ton & Below	1 Man		Hour	1
Crane 12 Ton & Below	2 Man		Hour	1
Rotary Crane – 30 Ton	1 Man		Hour	1
Rotary Crane – 75 Ton	1 Man		Hour	1
Delivery Truck	1 Man		Hour	1
Service Truck	1 Man		Hour	1



Description	Crew Size	Rate	Unit	Quantity
Service Truck	2 Men		Hour	1
Tractor Trailer	1 Man		Hour	1
Wire Brush Rental			Each	1
Air Compressor Rental (450 CFM & Smaller)			Each	1
Air Compressor Rental (451 CFM & Larger)			Each	1
Water Treatment	1 Man		Hour	1
Electrician and Service Truck	1 Man		Hour	1
Service Truck with Boom	1 Man		Hour	1
Welding Truck	1 Man		Hour	1
General Shop Labor	1 Man		Hour	1
Machine Shop Labor	1 Man		Hour	1
Welding Shop Labor	1 Man		Hour	1
Additional Rig Helper	1 Man		Hour	1
Tube and Shaft Repair 2" – 2-1/2"			Foot	1
Tube and Shaft Repair 3" – 4"			Foot	1
Video Log			Well	1
Camera Operator	1 Man		Hour	1
Photo Still Shots			Each	1
Duplicate Tape/DVD			Each	1
Test Pump, Operator & Fuel 300 HP & Below	1 Man		Hour	1
Test Pump, Operator & Fuel 301 HP – 500 HP	1 Man		Hour	1
Test Pump, Operator & Fuel 501 HP - 750 HP	1 Man		Hour	1
Test Pump, Operator & Fuel 751 HP - 1000 HP	1 Man		Hour	1
Portable Steam Cleaner			Day	1
Aqua Freed Unit	1 Man		Hour	1
Chemical Trailer	3 Men		Hour	1
Chemical Trailer	2 Men		Hour	1
Chemical Neutralization Trailer and Operator	1 Man		Hour	1
Backhoe with Trailer and Truck	1 Man		Hour	1
Water Truck	1 Man		Hour	1
Bore Blasting (0 - 500 Ft)			Lump Sum	1
Bore Blasting (500 - 1000 Ft)			Lump Sum	1
Bore Blasting (1000 - 1500 Ft)			Lump Sum	1
Bore Blasting (1500 - 2000 Ft)			Lump Sum	1

Total Amount Proposal.....\$\_\_\_\_\_



Please check your calculations before submitting your proposal; the City will not be responsible for Contractor miscalculations.

In the event that Contractor intends to propose zero-dollar value for any item shown in the RFP/Price Form, Contractor shall enter “zero” or “0” in the space provided for price or cost. With the exception of “Reason(s) for No Proposal”, all spaces in the RFP/Price Form shall be filled in by Contractors. City reserves the right to reject as non-responsive any or all proposals containing blank spaces.

Contractor shall complete the following required information:

**Contractor’s Acknowledgement of His Understanding of the Terms and Conditions.**

Signature below verifies that Contractor has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.

Are there any other additional or incidental costs which will be required by your firm in order to meet the requirements of the Technical Specifications? Yes / No. (circle one). If you answered “Yes”, please provide detail of said additional costs: \_\_\_\_\_

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Please indicate any exceptions to or deviations from the RFP Requirements here.

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Have you included in your proposal all informational items and forms as requested? Yes / No (circle one). If you answered “No”, please explain: \_\_\_\_\_

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Have you been or are you on any federal list of debarred or suspended Contractors?  
Yes / No (circle one)

This offer shall remain firm for ninety (90) days from RFP close date.

Terms and conditions as set forth in this RFP apply to this solicitation.



Cash discount allowable \_\_\_\_\_% \_\_\_\_\_ days; unless otherwise stated, payment terms are: Net thirty (30) days.

In signing this proposal, Contractor warrants that all certifications and documents requested herein are attached and properly completed and signed.

From time to time, the City may issue one or more addenda to this RFP. Below, please indicate all Addenda to this RFP received by your firm, and the date said Addenda was/were received. It is the Contractor's responsibility to ensure that all addendums are received. Failure to acknowledge receipt of addenda may cause the City to reject the proposal as non-responsive.

Verification of Addenda Received

Addenda No: _____	Received on: _____
Addenda No: _____	Received on: _____
Addenda No: _____	Received on: _____

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT SIGNER'S NAME AND TITLE: \_\_\_\_\_

\_\_\_\_\_

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

COMPANY NAME & ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

DIR REGISTRATION NO.: \_\_\_\_\_



PARTY SUBMITTING PROPOSAL: \_\_\_\_\_

**NON-COLLUSION DECLARATION  
(TO BE EXECUTED AND NOTARIZED BY CONTRACTOR  
AND SUBMITTED WITH PROPOSAL)**

The undersigned declares:

I am the \_\_\_\_\_ [title] of  
\_\_\_\_\_ [Contractor], the party making the foregoing  
proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or a sham. The Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham proposal. The Contractor has not directly or indirectly colluded, conspired, plotted, or agreed with any Contractor or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Contractor. All statements contained in the proposal are true. The Contractor has not, directly or indirectly, submitted his or her proposal price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Contractor that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Contractor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_  
[date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Party Submitting Proposal



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



**ACKNOWLEDGMENT OF THE TERMS AND CONDITIONS OF THE CITY OF  
CORONA MAINTENANCE/GENERAL SERVICES AGREEMENT  
(To be Completed and Submitted with Contractor's Proposal)**

This is to acknowledge that we have read the City of Corona Maintenance/General Services Agreement and will sign the agreement, as presented, without exception, for the City's RFP No. 21-081AC REBID - DWP On-Call Well and Booster Pump Services.

---

(Firm name)

---

(Print name and title of person signing for firm)

---

(Signature/date)



**ACKNOWLEDGMENT OF THE INSURANCE REQUIREMENTS CHECK SHEET**  
**(To be Completed and Submitted with Contractor's Proposal)**

All applicable insurance requirements to this RFP are identified with a 'YES' under the "Applicable to vendor" column on the RFP Insurance Requirements Check List.

Consultant acknowledges that we have reviewed the City of Corona Insurance Requirements Check Sheet and understand that we will be able to provide the insurance coverage required. A sample certificate of insurance is enclosed for the City's preliminary review. Any deductibles or self-insured retention amounts have been specified below for City's review and approval.

Deductible Amounts/Self-insured Retentions:

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(Firm Name)

---

(Print name and title of person signing for firm)

---

(Signature/Date)



**RFP No. 21-081AC REBID - DWP On-Call Well and Booster Pump Services**  
**Insurance Requirements Check Sheet**  
**(To be Completed and Submitted with Contractor's Proposal)**

**Contractor shall present any insurance exceptions that do not meet the City's minimum insurance requirements. Exceptions will be evaluated by the City and are subject to acceptance at the City's discretion**

**RFP No. 21-081AC Insurance Requirements**

	<b>Meet or Exceed ?</b>	<b>Applicable to Vendor</b>
General Liability - \$1M occurrence/\$2M aggregate	Yes or No	YES
Automobile Liability - \$1M	Yes or No	YES
Workers Compensation and Employer's Liability - \$1M	Yes or No	YES
Professional Liability - \$1M occurrence/\$2M aggregate	Yes or No	N/A
Technology Professional E&O Insurance - \$2M occurrence or \$2M aggregate	Yes or No	N/A
(1) an insurer with a current A.M. Best's rating no less than (A-):VII and licensed as an admitted insurance carrier in California; or	Yes or No	YES
(2) an insurer with a current A.M. Best's rating no less than (A-):X and authorized to issue the required policies in California. (LASLI)	Yes or No	YES

**Insurance Endorsements**

	<b>Meet or Exceed ?</b>	<b>Applicable to Vendor</b>
<b>General Liability</b>		
(Occurrence form CG 0001)		
Policy should state the City the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith OR Any person or organization whom you have agreed to include as an additional insured under a written contract. provided such contract was executed prior to the date of loss.	Yes or No	YES
Completed Operations as evidenced with the following endorsements: Endorsement form CG 20 10 11 85 <b>OR</b> CG 20 37 <b>and</b> one of the following CG 20 10 CG 20 26 CG 20 33 CG 20 38	Yes or No Yes or No Yes or No Yes or No Yes or No Yes or No	YES YES YES YES YES YES
The insurance coverage shall be primary any City insurance will be in excess of the contractors insurance and will not be called upon to contribute Endorsement Form shall be as broad as CG 20 01 04 13	Yes or No	YES



	Meet or Exceed ?	Applicable to Vendor
<b>Automobile Liability</b>		
Form number CA 0001 code 1 (any auto)	Yes or No	YES
No owned autos Code 8 (hired) and 9 (non-owned)	Yes or No	YES

	Meet or Exceed ?	Applicable to Vendor
<b>Workers' Compensation</b>		
The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant	Yes or No	YES
Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant	Yes or No	YES
All insurance policies shall have a (30) days' notice of cancellation endorsement OR	Yes or No	YES
Vendor must sign a City provided statement that the Vendor shall notify the City within two business days any notice of cancellation	Yes or No	YES
Does your insurance have any deductibles and/or self-insurance retentions?	Yes or No	YES



**CONTRACTOR INFORMATION FORM**  
**(To be Completed and Submitted with Contractor's Proposal)**

**A. Information about Contractor**

[\*\*\*Indicate not applicable ("N/A") where appropriate. \*\*\*]

NOTE: Where Contractor is a joint venture, pages shall be duplicated, and information provided for all parties to the joint venture.

1. Name of Contractor: \_\_\_\_\_

2. Type, if Entity: \_\_\_\_\_

3. Consultant Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. How many years has Contractor's organization been in business performing well and booster pump services? \_\_\_\_\_

6. How many years has Contractor's organization been in business under its present name? \_\_\_\_\_

6.1 Under what other or former names has Contractor's organization operated: \_\_\_\_\_

\_\_\_\_\_

7. If Contractor's organization is a corporation, answer the following:

7.1 Date of Incorporation: \_\_\_\_\_

7.2 State of Incorporation: \_\_\_\_\_

7.3 President's Name: \_\_\_\_\_

7.4 Vice-President's Name(s): \_\_\_\_\_

\_\_\_\_\_

7.5 Secretary's Name: \_\_\_\_\_

7.6 Treasurer's Name: \_\_\_\_\_



8. If an individual or a partnership, answer the following:
- 8.1 Date of Organization: \_\_\_\_\_
- 8.2 Name and address of all partners (state whether general or limited partnership):
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
9. If other than a corporation or partnership, describe organization and name principals:
- \_\_\_\_\_
- \_\_\_\_\_
10. List other states in which Contractor's organization is legally qualified to do business.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
11. What type of work does the Contractor normally perform with its own forces?
- \_\_\_\_\_
- \_\_\_\_\_
12. Has Contractor ever failed to complete any work awarded to it? If so, note when, where, and why:
- \_\_\_\_\_
- \_\_\_\_\_
13. Within the last ten years, has any officer or partner of Contractor's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:
- \_\_\_\_\_
- \_\_\_\_\_



14. List Trade References:

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15. List Bank References (Bank and Branch Address):

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16. Insurance Documentation:

Submit a sample of your certificate of insurance for a preliminary review by the City.

Disclose any deductibles or self-insured retentions. Any deductibles or self-insured retentions are subject to approval by the City

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**B. Personnel (copy this page if additional space is required)**

The Contractor shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

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2. Summarize each person's specialized education:

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3. List each person's years of experience relevant to the project:

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4. Summarize such experience:

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Contractor agrees that personnel named in this Proposal will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.



**Additional Contractor's Statements:**

If the Contractor feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

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**C. Safety Requirements/Violations**

Number of OSHA Violations within the last five (5) years (must state zero if none):

\_\_\_ Serious    \_\_\_ Willful

**D. Verification and Execution**

These Forms shall be executed only by a duly authorized official of the Contractor:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Contractor \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_



**CONTRACTOR EXPERIENCE FORM**  
**(To be Completed and Submitted with Contractor's Proposal)**

Contractor is required to have successfully performed at least three California municipal water utility well and booster pump installation and maintenance service projects with a combined total of \$1,000,000 or greater within the last ten years. Contracts must be from utility agencies with a minimum of 5 active wells and 2 booster stations.

1. Utility Name \_\_\_\_\_  
Address \_\_\_\_\_  
  
Phone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Dates of Contract \_\_\_\_\_ to \_\_\_\_\_  
Number of Wells \_\_\_\_\_ Number of Booster Stations \_\_\_\_\_  
Value of Contract \_\_\_\_\_
2. Utility Name \_\_\_\_\_  
Address \_\_\_\_\_  
  
Phone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Dates of Contract \_\_\_\_\_ to \_\_\_\_\_  
Number of Wells \_\_\_\_\_ Number of Booster Stations \_\_\_\_\_  
Value of Contract \_\_\_\_\_
3. Utility Name \_\_\_\_\_  
Address \_\_\_\_\_  
  
Phone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Dates of Contract \_\_\_\_\_ to \_\_\_\_\_  
Number of Wells \_\_\_\_\_ Number of Booster Stations \_\_\_\_\_  
Value of Contract \_\_\_\_\_

I hereby certify that I have performed the work listed above.

\_\_\_\_\_  
Signature of Contractor



**ACKNOWLEDGMENT OF THE VENDOR PERFORMANCE EVALUATION FORM**  
**(To be Completed and Submitted with Contractor's Proposal)**

This is to acknowledge that we have read the City of Corona Vendor Performance Evaluation Form and understand a version of this type of form will be used to provide the basis for regular conversations with the City around contract performance metrics.

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(Firm name)

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(Print name and title of person signing for firm)

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(Signature/date)





## Vendor Performance Evaluation Form

<b>Department:</b>			<b>Division:</b>	
<b>Prepared By:</b>			<b>Title:</b>	
<b>Vendor Name:</b>			<b>P.O. #:</b>	
<b>Contract Amount: \$</b>			<b>Change Order Amount: \$</b>	
<b>Project Name:</b>				
<b>Description of Project:</b>				
<b>Date Prepared:</b>				
<b>Performance Evaluation Period: (select one)</b>				
Weekly <input type="radio"/>	Monthly <input type="radio"/>	Quarterly <input type="radio"/>	Annually <input type="radio"/>	Other <input type="radio"/>
<b>Vendor Category: (select one)</b>				
General and Maintenance Services - Commercial services provided on a frequent basis such as catering, lawn service, general maintenance, or cleaning.  <input style="float: right;" type="radio"/>		Professional Service - unique, technical, and/or infrequent functions performed by an independent Consultant/vendor qualified by education, experience, and/or technical ability to provide services.  <input style="float: right;" type="radio"/>		
Products - a supplier of a tangible object that is manufactured or refined for sale.  <input style="float: right;" type="radio"/>		Software - a supplier of technology infrastructure or any license/maintenance based, or cloud based software, requiring access to the City's information technology system.  <input style="float: right;" type="radio"/>		
<b>Evaluation Score Range and Criteria Factors</b>				
<b>EXCELLENT</b>	<b>ABOVE AVERAGE</b>	<b>AVERAGE</b>	<b>BELOW AVERAGE</b>	<b>UNSATISFACTORY</b>
5 (4.50-5.00)	4 (3.20-4.49)	3 (2.60-3.19)	2 (1.81-2.59)	1 (1.00-1.80)
<ol style="list-style-type: none"> <li>1. <i>Quality of Goods and Services: A measure to determine if the goods/ service received met the quality desired.</i></li> <li>2. <i>Quality of Work Performed: A measure to determine if the actual performed met the quality desired.</i></li> <li>3. <i>Timeliness of Delivery of Goods: A measure to determine if the goods delivered met (at minimum) the date specified to the vendor.</i></li> <li>4. <i>Compliance with Law and Regulations: A measure to determine if the supplier adhered to compliance law and regulations related to the nature of work or product delivered.</i></li> </ol>				



5. *Safety and Protection: A measure to determine if the supplier followed all safety precautions and wore the appropriate protection gear to perform the service.*
6. *Appropriate of Tools/Technology: A measure to determine if the vendor provided tools/technology that aligned with requirements.*
7. *Customer Service: How knowledgeable was the vendor regarding the product or service, was the vendor proactive in addressing City staff problems or concerns regarding the product or service.*
8. *Overall Timeliness of Invoices: Invoices for payment were submitted on a timely basis reflective to the contract.*
9. *Overall accuracy of Invoices: Invoices for payment were accurate and complete, covering the Work completed as of the date of the Application, inclusive of all required attachments and backup data*

For each category identified below, enter the score (1 – 5) with 1 being unsatisfactory and 5 being excellent

<b>Evaluation Criteria</b>	<b>Evaluation Score</b>				
1. <i>Quality of Goods and Services</i>	5	4	3	2	1
2. <i>Quality of Work Performed</i>	5	4	3	2	1
3. <i>Timeliness of Delivery of Goods</i>	5	4	3	2	1
4. <i>Compliance with Law and Regulations</i>	5	4	3	2	1
5. <i>Safety and Protection</i>	5	4	3	2	1
6. <i>Appropriate of Tools/Technology</i>	5	4	3	2	1
7. <i>Customer Service</i>	5	4	3	2	1
8. <i>Overall Timeliness of Invoices</i>	5	4	3	2	1
9. <i>Overall accuracy of Invoices</i>	5	4	3	2	1



**CONTRACTOR'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS**  
**(To be Completed and Submitted with Contractor's Proposal)**

Contractor is required to state any and all instances of being disqualified, removed, or otherwise prevented from submitting a proposal, or completing any, contract for well and booster pump services.

1. Have you ever been disqualified from any contract?

Yes \_\_\_\_\_ No \_\_\_\_\_

2. If yes, explain the circumstances:

[illegible]

Signature of Contractor



**CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**  
**(To be Completed and Submitted with Contractor's Proposal)**

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

Contractor's Name \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_



**INDUSTRIAL SAFETY RECORD**  
**(To be Completed and Submitted with Contractor's Proposal)**

Number of OSHA Violations within the last 5 years (must state zero if none):

\_\_\_ **Serious**    \_\_\_ **Willful**    \_\_\_ **Repeat**    \_\_\_ **Other**    \_\_\_ **Unclass**    \_\_\_ **Total**

\_\_\_\_\_  
Firm Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print)

\_\_\_\_\_  
Date



## **DESIGNATION OF SUBCONTRACTORS**

**(To be Completed and Submitted with Contractor's Proposal)**

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California (PCC section 4100 et seq.), each bidder shall set forth below: (a) the name and the location of the place of business (b) the license number and the DIR registration number, and (c) the portion of the Work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the Work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the Work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If Contractor is fully qualified to perform a portion of the Work listed below and will perform such Work, Contractor shall circle "yes" under the "will you be self-performing" column below. Otherwise, if no subcontractor is specified for a portion of the Work or if more than one subcontractor is specified for the same portion of Work, and if that portion of Work is in excess of the amounts described in the paragraph above, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that portion of Work and that it shall perform that portion itself.

If the "PCC 3400(c)" column states "yes" below, then please take note that a portion of the Work described is impacted by findings made by the City that a particular material, product, thing or service must be used and has been designated by a specific brand or trade name.<sup>1</sup> In such cases, there may be only one subcontractor qualified or authorized to perform a portion of the Work described, so please take note and ensure that you list the proper subcontractor.



<b>Description of Work</b>	<b>PCC 3400(c) Apply?</b>	<b>Will you be Self-Performing? (Please circle)</b>	<b>If no, list Subcontractor</b>	<b>Location, License Number &amp; DIR Registration Number of Subcontractor</b>	<b>Portion of Work by Contractor (%)</b>
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			

(Print additional pages as needed)

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_



## CITY OF CORONA

### PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Corona (hereinafter designated as the "City"), by action taken or a resolution passed [\*\*\*INSERT DATE\*\*\*] has awarded to [\*\*\*INSERT NAME\*\*\*] hereinafter designated as the "Principal," a contract for the work described as follows: [\*\*\*INSERT PROJECT NAME\*\*\*] in the City of Corona (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated [\*\*\*INSERT DATE\*\*\*] (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said Contract Documents; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor, the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the City in the penal sum of [\*\*\*INSERT WRITTEN DOLLAR AMOUNT\*\*\*] (\$[\*\*\*INSERT NUMERICAL DOLLAR AMOUNT\*\*\*]) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract Documents, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract (including the Contract Documents), plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the Contract Documents, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City



and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Notwithstanding any other provision of this bond, it is expressly understood, acknowledged and agreed that it shall provide all of the protections required by California Civil Code Sections 9550 through 9566, including the specific coverage protections required by Section 9554.

As-Needed or On-Call Services. Since the Contract Documents involve “as-needed” or “on-call” services, each individual call-out or project work order under the Contract Documents is a separate project for purposes of the City’s bidding and purchasing requirements. In addition, the term of such Contract Documents are based upon the expiration of a date certain and not upon the completion of the Project or any individual project work order. Thus, the Contractor may wish to change sureties or its bond during the term of the Contract Documents, including at the natural expiration of the initial term or any renewal term. Therefore, regardless of any term or timeframe limitation specified above, the obligations of this bond shall include any and all work authorized in accordance with the Contract Documents during any such period this bond was in place, regardless of when the initial term or any renewal term of the Contract Documents expires or is terminated, and regardless of when the Project or any individual project work order is completed. Nothing herein shall be construed to otherwise limit the guarantees and rights of this obligation, including those which may extend beyond when the initial term or any renewal term of the Contract Documents expires or is terminated, or beyond when the Project or any individual project work order is completed. Furthermore, the execution of separate and/or additional bond(s) during the initial term or any renewal term shall not extinguish, exonerate, or terminate the guarantees and obligations as set forth in this bond. Finally, when describing in the preceding paragraph the stipulation and agreement that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract (including the Contract Documents), any changes or alterations to the Contract Documents shall also include an increase in the compensation for a project work order.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]  
[SIGNATURES ON FOLLOWING PAGE]**



**SIGNATURE PAGE FOR  
CITY OF CORONA  
PAYMENT BOND**

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ (DATE) the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

**CONTRACTOR/PRINCIPAL**

(Corporate Seal of Contractor/  
Principal, if a Corporation)

\_\_\_\_\_  
Name of Contractor/Principal (Type or Print)

By: \_\_\_\_\_  
Name (Signature)

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Title (Type or Print)

**SURETY**

(Seal of Surety)

\_\_\_\_\_  
Name of Surety (Type or Print)

By: \_\_\_\_\_  
Attorney-In-Fact

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



## **SECTION VII.**

### **AGREEMENT SAMPLE**

**CITY OF CORONA  
MAINTENANCE/GENERAL SERVICES AGREEMENT  
WITH [\*\*\*INSERT NAME\*\*\*]  
(DWP ON-CALL WELL AND BOOSTER PUMP SERVICES)**

#### **1. PARTIES AND DATE.**

This Agreement is made and entered into this [\*\*\*INSERT DAY\*\*\*] day of [\*\*\*INSERT MONTH\*\*\*], [\*\*\*INSERT YEAR\*\*\*] ("Effective Date") by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 ("City") and [\*\*\*INSERT NAME\*\*\*], a [\*\*\*[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]\*\*\*] with its principal place of business at [\*\*\*INSERT ADDRESS\*\*\*] ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

#### **2. RECITALS.**

##### **2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain maintenance or other general services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing on-call well and booster pump services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

##### **2.2 Project.**

City desires to engage Contractor to render such services for the DWP On-Call Well and Booster Pump Services project ("Project") as set forth in this Agreement.

##### **2.3 Corona Utility Authority.**

Contractor understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority ("CUA") for the maintenance, management and operation of those utility systems (collectively, the "CUA Management Agreements"). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

#### **3. TERMS.**

##### **3.1 Scope of Services and Term.**

3.1.1 **General Scope of Services.** Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional on-call well and booster pump maintenance or other general services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by



reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **\*\*\*INSERT START DATE\*\*\*** to **\*\*\*INSERT ENDING DATE\*\*\*** ("Term"), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a "Renewal Term"). The terms "Term" and "Renewal Term" may sometimes be generally and collectively referred to as "Term" in this Agreement.

### **3.2 Responsibilities of Contractor.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates **\*\*\*INSERT NAME OR TITLE\*\*\***, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **\*\*\*INSERT NAME OR TITLE\*\*\***, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.



3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the Term of the Agreement. Contractor shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible



for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Contractor commences any Services under this Agreement, Contractor shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same



insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: **\$1,000,000** per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: **\$1,000,000** per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000** per accident for bodily injury or disease.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor.

(C) All Coverages. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Contractor. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.4 Other Provisions; Endorsements Preferred. Contractor shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Contractor:

(A) Waiver of Subrogation – All Other Policies. Contractor hereby waives all rights of subrogation any insurer of Contractor's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or



Services performed by the Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Contractor shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.5 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.7 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best’s rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best’s rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Contractor’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor’s insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.10.10 Sub-Contractors. All subcontractors shall comply with each and every insurance provision of this Section 3.2.10. Contractor shall therefore not allow any subcontractor to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Agreement.

3.2.10.11 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.



3.2.11 Safety. Contractor shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

### 3.2.12 Bonds.

3.2.12.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the Total Compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the Total Compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. The bonds must be provided by a surety which is satisfactory to the City and which meets either of the following criteria: (1) a surety with a current A.M. Best's rating no less than A-:VII and licensed as an admitted surety insurer in California; or (2) a surety with a current A.M. Best's rating no less than A-:X and authorized to issue the required bonds in California. If a surety does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

## 3.3 **Fees and Payments.**

3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto



and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed **\*\*\*INSERT WRITTEN DOLLAR AMOUNT\*\*\*** (\$**\*\*\*INSERT NUMERICAL DOLLAR AMOUNT\*\*\***) (“Total Compensation”) without written approval of City’s **\*\*\*INSERT TITLE\*\*\***. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Contractor perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no contractor or subcontractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, Contractor may obtain a copy of the prevailing wages from the City’s **\*\*\*INSERT TITLE\*\*\***. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Apprenticeable Crafts. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Contractor employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

### **3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination,



and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### 3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

**Contractor:**

\*\*\*INSERT NAME, ADDRESS & CONTACT PERSON\*\*\*

**City:**

City of Corona  
400 South Vicentia Avenue  
Corona, CA 92882

Attn: \*\*\*INSERT NAME & DEPARTMENT\*\*\*

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections



900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.6.1 Subcontractors; Assignment or Transfer. Contractor shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Contractor shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subcontractors, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.5.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Contractor has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Contractor shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

3.5.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.10 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.6, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.



3.5.12 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

**[SIGNATURES ON NEXT 2 PAGES]**



**CITY'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**MAINTENANCE/GENERAL SERVICES AGREEMENT**  
**WITH [\*\*\*INSERT NAME\*\*\*]**  
**(DWP ON-CALL WELL AND BOOSTER PUMP SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**CITY OF CORONA**

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

[\*\*\*INSERT NAME\*\*\*]  
[\*\*\*INSERT TITLE\*\*\*]

Attest: \_\_\_\_\_

[\*\*\*INSERT NAME\*\*\*]

City Clerk



**CONTRACTOR'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**MAINTENANCE/GENERAL SERVICES AGREEMENT**  
**WITH [\*\*\*INSERT NAME\*\*\*]**  
**(DWP ON-CALL WELL AND BOOSTER PUMP SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**[\*\*\*INSERT NAME OF CONTRACTOR\*\*\*]**  
a **[\*\*\*INSERT TYPE OF LEGAL ENTITY\*\*\*]**

By: \_\_\_\_\_  
**[\*\*\*INSERT NAME\*\*\*]**  
**[\*\*\*INSERT TITLE\*\*\*]**

By: \_\_\_\_\_  
**[\*\*\*INSERT NAME\*\*\*]**  
**[\*\*\*INSERT TITLE\*\*\*]**



**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**\*\*\*INSERT SCOPE\*\*\***



**EXHIBIT “B”  
SCHEDULE OF SERVICES**

**\*\*\*INSERT SCHEDULE\*\*\***



**EXHIBIT “C”  
COMPENSATION**

**\*\*\*INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES\*\*\***

**100 PERCENT PAYMENT BOND IS RQUIRED.**





## **RFP SUMMARY**

### **Finance Department - Purchasing Division**

**DATE:**       **July 8, 2021**

**SUBJECT:**   **RFP Summary**

RFP (Project) No.:   21-081AC

RFP Name:           DWP On-Call Well and Booster Pump Services

RFP Open Date:     June 9, 2021

RFP Close Date:    June 22, 2021

No. Vendors Notified by PlanetBids:       78

No. Vendor Downloaded RFP Document:   17

No. of Responses received:                 4

<b>Company</b>	<b>City/State</b>	<b>Ranking</b>
Best Drilling and Pump, Inc.	Colton, California	1
Layne Christensen Company	Redlands, California	2
Legend Pump and Well Service Inc.	San Bernardino, California	3
Weber Water Resources CA, LLC	Riverside, California	4

Proposals are currently under review and this summary is provided as a matter of information only.



**CITY OF CORONA  
MAINTENANCE/GENERAL SERVICES AGREEMENT  
WITH BEST DRILLING AND PUMP, INC.  
(RFP 21-081AC DWP ON-CALL WELL AND BOOSTER PUMP SERVICES)**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 1st day of September, 2021 ("Effective Date") by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 ("City") and Best Drilling and Pump, Inc., a California corporation with its principal place of business at 1640 Pellisier Road, Colton, California 92324 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**2. RECITALS.**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain maintenance or other general services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing on-call well and booster pump services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**2.2 Project.**

City desires to engage Contractor to render such services for the on-call well and booster pump project ("Project") as set forth in this Agreement.

**2.3 Corona Utility Authority.**

Contractor understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority ("CUA") for the maintenance, management and operation of those utility systems (collectively, the "CUA Management Agreements"). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

**3. TERMS.**



### **3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional on-call well and booster pump maintenance or other general services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from September 1, 2021 to June 30, 2023 ("Term"), with two optional two-year renewals, unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a "Renewal Term"). The terms "Term" and "Renewal Term" may sometimes be generally and collectively referred to as "Term" in this Agreement.

### **3.2 Responsibilities of Contractor.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely



manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Tom Moody, General Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates John Kennedy, President and Secretary, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.



3.2.8 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Contractor shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.



3.2.9.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

### 3.2.10 Insurance.



3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Contractor commences any Services under this Agreement, Contractor shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City,



its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor.

(C) All Coverages. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Contractor. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.4 Other Provisions; Endorsements Preferred. Contractor shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Contractor:

(A) Waiver of Subrogation – All Other Policies. Contractor hereby waives all rights of subrogation any insurer of Contractor's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Contractor shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.5 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Project.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigation,



claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.7 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.10.10 Sub-Contractors. All subcontractors shall comply with each and every insurance provision of this Section 3.2.10. Contractor shall therefore not allow any subcontractor to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Agreement.

3.2.10.11 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Contractor shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

### 3.2.12 Bonds.

3.2.12.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a



Performance Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the Total Compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the Total Compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. The bonds must be provided by a surety which is satisfactory to the City and which meets either of the following criteria: (1) a surety with a current A.M. Best's rating no less than A-:VII and licensed as an admitted surety insurer in California; or (2) a surety with a current A.M. Best's rating no less than A-:X and authorized to issue the required bonds in California. If a surety does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.3 Fees and Payments.**



3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$500,000.00) ("Total Compensation") without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Beginning April 1, 2015, no contractor or subcontractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the



commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, Contractor may obtain a copy of the prevailing wages from the City's Representative. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Apprenticeable Crafts. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Contractor employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

### **3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **3.5 General Provisions.**

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

**Contractor:**

Best Drilling and Pump, Inc.  
1640 Pellisier Road  
Colton, CA 92324  
Attn: John Kennedy, President and Secretary



**City:**

City of Corona  
 400 South Vicentia Avenue  
 Corona, CA 92882  
 Attn: Tom Moody, General Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.



3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.6.1 Subcontractors; Assignment or Transfer. Contractor shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Contractor shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subcontractors, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.5.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Contractor has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Contractor shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

3.5.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.



3.5.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.12 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

**[SIGNATURES ON NEXT 2 PAGES]**



**CITY'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**MAINTENANCE/GENERAL SERVICES AGREEMENT**  
**WITH BEST DRILLING AND PUMP, INC.**  
**(RFP 21-081AC DWP ON-CALL WELL AND BOOSTER PUMP SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**CITY OF CORONA**

By: \_\_\_\_\_  
Tom Moody  
General Manager

Reviewed By: \_\_\_\_\_  
Kristian Alfelor  
Operations Manager

Reviewed By: \_\_\_\_\_  
Norman Bush  
Purchasing Manager

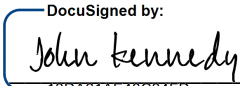
Attest: \_\_\_\_\_  
Sylvia Edwards  
City Clerk



**CONTRACTOR'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**MAINTENANCE/GENERAL SERVICES AGREEMENT**  
**WITH BEST DRILLING AND PUMP, INC.**  
**(RFP 21-081AC DWP ON-CALL WELL AND BOOSTER PUMP SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**Best Drilling and Pump, Inc.**  
a California corporation

By:  \_\_\_\_\_  
13DA61AE40C34FD...  
John Kennedy  
President and Secretary



## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional on-call well and booster pump services necessary for the Project ("Services"). The Services are more particularly described herein.

The Contractor shall be responsible to remove and install the following but not limited to deep well turbine pumps, column pipe shafts, oil lines, etc. on various sized wells ranging from 200 to 600 feet in depth. Repair and installation of booster stations will be completed at Department of Water and Power facilities and in Corona residential neighborhoods. Booster stations have an average depth of 20 feet.

Contractor shall provide all labor, materials, equipment and mobilization to complete the well and booster pump services for the City of Corona.



**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines.



## EXHIBIT “C” COMPENSATION

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth below:

Description	Crew Size	Rate	Unit
Rig and Service Truck	2 Men	\$ 405.00	Hour
Rig and Service Truck	3 Men	\$ 485.00	Hour
Rig and Service Truck	4 Men	\$ 565.00	Hour
Combo Rig and Service Truck	2 Men	\$ 425.00	Hour
Rotary Crane 12 Ton & Below	1 Man	\$ 335.00	Hour
Crane 12 Ton & Below	2 Man	\$ 415.00	Hour
Rotary Crane – 30 Ton	1 Man	\$ 475.00	Hour
Rotary Crane – 75 Ton	1 Man	\$ 850.00	Hour
Delivery Truck	1 Man	\$ 135.00	Hour
Service Truck	1 Man	\$ 145.00	Hour
Service Truck	2 Men	\$ 225.00	Hour
Tractor Trailer	1 Man	\$ 185.00	Hour
Wire Brush Rental		\$ 500.00	Each
Air Compressor Rental (450 CFM & Smaller)		\$ 850.00	Each
Air Compressor Rental (451 CFM & Larger)		\$ 1,650.00	Each
Water Treatment	1 Man	\$ 200.00	Hour
Electrician and Service Truck	1 Man	\$ 185.00	Hour
Service Truck with Boom	1 Man	\$ 335.00	Hour
Welding Truck	1 Man	\$ 250.00	Hour
General Shop Labor	1 Man	\$ 90.00	Hour
Machine Shop Labor	1 Man	\$ 155.00	Hour
Welding Shop Labor	1 Man	\$ 155.00	Hour
Additional Rig Helper	1 Man	\$ 80.00	Hour
Tube and Shaft Repair 2” – 2-1/2”		\$ 12.00	Foot
Tube and Shaft Repair 3” – 4”		\$ 14.00	Foot
Video Log		\$ 1,500.00	Well
Camera Operator	1 Man	\$ 185.00	Hour
Photo Still Shots		\$ 5.00	Each
Duplicate Tape/DVD		\$ 5.00	Each
Test Pump, Operator & Fuel 300 HP & Below	1 Man	\$ 380.00	Hour
Test Pump, Operator & Fuel 301 HP – 500 HP	1 Man	\$ 435.00	Hour
Test Pump, Operator & Fuel 501 HP - 750 HP	1 Man	\$ 460.00	Hour



Test Pump, Operator & Fuel 751 HP - 1000 HP	1 Man	\$ 460.00	Hour
Portable Steam Cleaner		\$ 500.00	Day
Aqua Freed Unit	1 Man	\$ 400.00	Hour
Chemical Trailer	3 Men	\$ 325.00	Hour
Chemical Trailer	2 Men	\$ 250.00	Hour
Chemical Neutralization Trailer and Operator	1 Man	\$ 250.00	Hour
Backhoe with Trailer and Truck	1 Man	\$ 225.00	Hour
Water Truck	1 Man	\$ 155.00	Hour
Bore Blasting (0 - 500 Ft)		\$ 5,250.00	Lump Sum
Bore Blasting (500 - 1000 Ft)		\$ 7,250.00	Lump Sum
Bore Blasting (1000 - 1500 Ft)		\$ 9,500.00	Lump Sum
Bore Blasting (1500 - 2000 Ft)		\$ 11,500.00	Lump Sum

**100 PERCENT PAYMENT BOND IS RQUIRED.**



**Certificate Of Completion**

Envelope Id: 86A106F546DA4143B6C6CE175843F277

Status: Completed

Subject: Please DocuSign: 2021 MGSA Best Drilling and Pump - RFP 21-081AC On-Call Well and Booster Pump ...

Source Envelope:

Document Pages: 20

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Alex Chou

AutoNav: Enabled

400 S Vicentia Ave

Envelope Stamping: Enabled

Corona, CA 92882

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

alex.chou@coronaca.gov

IP Address: 52.243.155.252

**Record Tracking**

Status: Original

Holder: Alex Chou

Location: DocuSign

8/17/2021 11:56:26 AM

alex.chou@coronaca.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Corona, CA

Location: DocuSign

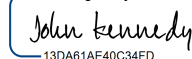
**Signer Events**

John Kennedy

TGarcia@BestDrillingAndPump.com

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



13DA61AE40C34FD...

**Timestamp**

Sent: 8/17/2021 12:01:06 PM

Viewed: 8/17/2021 1:45:18 PM

Signed: 8/17/2021 1:46:51 PM

Signature Adoption: Pre-selected Style

Using IP Address: 63.110.44.82

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

8/17/2021 12:01:06 PM

Certified Delivered

Security Checked

8/17/2021 1:45:18 PM

Signing Complete

Security Checked

8/17/2021 1:46:51 PM

Completed

Security Checked

8/17/2021 1:46:51 PM

**Payment Events****Status****Timestamps**



**CITY OF CORONA  
MAINTENANCE/GENERAL SERVICES AGREEMENT  
WITH LAYNE CHRISTENSEN COMPANY  
(RFP 21-081AC DWP ON-CALL WELL AND BOOSTER PUMP SERVICES)**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 1st day of September, 2021 ("Effective Date") by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 ("City") and Layne Christensen Company, a Delaware corporation with its principal place of business at 1717 W Park Avenue, Redlands, California 92373 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**2. RECITALS.**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain maintenance or other general services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing on-call well and booster pump services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**2.2 Project.**

City desires to engage Contractor to render such services for the on-call well and booster pump project ("Project") as set forth in this Agreement.

**2.3 Corona Utility Authority.**

Contractor understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority ("CUA") for the maintenance, management and operation of those utility systems (collectively, the "CUA Management Agreements"). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

**3. TERMS.**



### **3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional on-call well and booster pump maintenance or other general services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from September 1, 2021 to June 30, 2023 (“Term”), with two optional two-year renewals, unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

### **3.2 Responsibilities of Contractor.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor’s conformance with the Schedule, City shall respond to Contractor’s submittals in a timely



manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Tom Moody, General Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Todd Howard, General Manager, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.



3.2.8 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Contractor shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.



3.2.9.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

### 3.2.10 Insurance.



3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Contractor commences any Services under this Agreement, Contractor shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City,



its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor.

(C) All Coverages. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Contractor. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.4 Other Provisions; Endorsements Preferred. Contractor shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Contractor:

(A) Waiver of Subrogation – All Other Policies. Contractor hereby waives all rights of subrogation any insurer of Contractor's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Contractor shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.5 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Project.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigation,



claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.7 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.10.10 Sub-Contractors. All subcontractors shall comply with each and every insurance provision of this Section 3.2.10. Contractor shall therefore not allow any subcontractor to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Agreement.

3.2.10.11 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Contractor shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

### 3.2.12 Bonds.

3.2.12.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a



Performance Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the Total Compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the Total Compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. The bonds must be provided by a surety which is satisfactory to the City and which meets either of the following criteria: (1) a surety with a current A.M. Best's rating no less than A-:VII and licensed as an admitted surety insurer in California; or (2) a surety with a current A.M. Best's rating no less than A-:X and authorized to issue the required bonds in California. If a surety does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.3 Fees and Payments.**



3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$500,000.00) ("Total Compensation") without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Beginning April 1, 2015, no contractor or subcontractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the



commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, Contractor may obtain a copy of the prevailing wages from the City's Representative. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Apprenticeable Crafts. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Contractor employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

### **3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **3.5 General Provisions.**

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

**Contractor:**

Layne Christensen Company  
1717 W Park Avenue  
Redlands, CA 92373  
Attn: Todd Howard, General Manager



**City:**

City of Corona  
 400 South Vicentia Avenue  
 Corona, CA 92882  
 Attn: Tom Moody, General Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.



3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.6.1 Subcontractors; Assignment or Transfer. Contractor shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Contractor shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subcontractors, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.5.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Contractor has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Contractor shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

3.5.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.



3.5.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.12 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

**[SIGNATURES ON NEXT 2 PAGES]**



**CITY'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**MAINTENANCE/GENERAL SERVICES AGREEMENT**  
**WITH LAYNE CHRISTENSEN COMPANY**  
**(RFP 21-081AC DWP ON-CALL WELL AND BOOSTER PUMP SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**CITY OF CORONA**

By: \_\_\_\_\_  
Tom Moody  
General Manager

Reviewed By: \_\_\_\_\_  
Kristian Alfelor  
Operations Manager

Reviewed By: \_\_\_\_\_  
Norman Bush  
Purchasing Manager

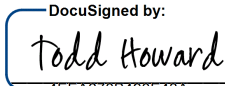
Attest: \_\_\_\_\_  
Sylvia Edwards  
City Clerk



**CONTRACTOR'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**MAINTENANCE/GENERAL SERVICES AGREEMENT**  
**WITH LAYNE CHRISTENSEN COMPANY**  
**(RFP 21-081AC DWP ON-CALL WELL AND BOOSTER PUMP SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**Layne Christensen Company**  
a Delaware corporation

By:  \_\_\_\_\_  
4EEA670B490E43A...  
Todd Howard  
General Manager



## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional on-call well and booster pump services necessary for the Project ("Services"). The Services are more particularly described herein.

The Contractor shall be responsible to remove and install the following but not limited to deep well turbine pumps, column pipe shafts, oil lines, etc. on various sized wells ranging from 200 to 600 feet in depth. Repair and installation of booster stations will be completed at Department of Water and Power facilities and in Corona residential neighborhoods. Booster stations have an average depth of 20 feet.

Contractor shall provide all labor, materials, equipment and mobilization to complete the well and booster pump services for the City of Corona.



**EXHIBIT “B”  
SCHEDULE OF SERVICES**

Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines.



## EXHIBIT “C” COMPENSATION

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth below:

Description	Crew Size	Rate	Unit
Rig and Service Truck	2 Men	\$ 385.00	Hour
Rig and Service Truck	3 Men	\$ 495.00	Hour
Rig and Service Truck	4 Men	\$ 610.00	Hour
Combo Rig and Service Truck	2 Men	\$ 385.00	Hour
Rotary Crane 12 Ton & Below	1 Man	\$ 195.00	Hour
Crane 12 Ton & Below	2 Man	\$ 355.00	Hour
Rotary Crane – 30 Ton	1 Man	\$ 337.00	Hour
Rotary Crane – 75 Ton	1 Man	\$ 415.00	Hour
Delivery Truck	1 Man	\$ 127.00	Hour
Service Truck	1 Man	\$ 195.00	Hour
Service Truck	2 Men	\$ 330.00	Hour
Tractor Trailer	1 Man	\$ 165.00	Hour
Wire Brush Rental		\$ 150.00	Each
Air Compressor Rental (450 CFM & Smaller)		\$ 137.00	Each
Air Compressor Rental (451 CFM & Larger)		\$ 137.00	Each
Water Treatment	1 Man	\$ 187.00	Hour
Electrician and Service Truck	1 Man	\$ 195.00	Hour
Service Truck with Boom	1 Man	\$ 195.00	Hour
Welding Truck	1 Man	\$ 195.00	Hour
General Shop Labor	1 Man	\$ 113.00	Hour
Machine Shop Labor	1 Man	\$ 113.00	Hour
Welding Shop Labor	1 Man	\$ 113.00	Hour
Additional Rig Helper	1 Man	\$ 125.00	Hour
Tube and Shaft Repair 2” – 2-1/2”		\$ 30.00	Foot
Tube and Shaft Repair 3” – 4”		\$ 35.00	Foot
Video Log		\$ 1,365.00	Well
Camera Operator	1 Man	\$ 112.00	Hour
Photo Still Shots		\$ -	Each
Duplicate Tape/DVD		\$ -	Each
Test Pump, Operator & Fuel 300 HP & Below	1 Man	\$ 325.00	Hour
Test Pump, Operator & Fuel 301 HP – 500 HP	1 Man	\$ 325.00	Hour
Test Pump, Operator & Fuel 501 HP - 750 HP	1 Man	\$ 400.00	Hour



Test Pump, Operator & Fuel 751 HP - 1000 HP	1 Man	\$ 400.00	Hour
Portable Steam Cleaner		\$ 295.00	Day
Aqua Freed Unit	1 Man	\$ 290.00	Hour
Chemical Trailer	3 Men	\$ 600.00	Hour
Chemical Trailer	2 Men	\$ 450.00	Hour
Chemical Neutralization Trailer and Operator	1 Man	\$ 215.00	Hour
Backhoe with Trailer and Truck	1 Man	\$ 285.00	Hour
Water Truck	1 Man	\$ 275.00	Hour
Bore Blasting (0 - 500 Ft)		\$ 3,900.00	Lump Sum
Bore Blasting (500 - 1000 Ft)		\$ 5,600.00	Lump Sum
Bore Blasting (1000 - 1500 Ft)		\$ 7,200.00	Lump Sum
Bore Blasting (1500 - 2000 Ft)		\$ 9,000.00	Lump Sum

**100 PERCENT PAYMENT BOND IS RQUIRED.**



**Certificate Of Completion**

Envelope Id: CA107543D9814731BA8779CA51345B0D

Status: Completed

Subject: Please DocuSign: 2021 MGSA Layne Christensen Company - RFP 21-081AC On-Call Well and Booster Pu...

Source Envelope:

Document Pages: 20

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Alex Chou

AutoNav: Enabled

400 S Vicentia Ave

Envelopeld Stamping: Enabled

Corona, CA 92882

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

alex.chou@coronaca.gov

IP Address: 52.243.155.252

**Record Tracking**

Status: Original

Holder: Alex Chou

Location: DocuSign

8/17/2021 12:03:39 PM

alex.chou@coronaca.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Corona, CA

Location: DocuSign


**Signer Events****Signature****Timestamp**

Todd Howard

ricky.trujillo@gcinc.com

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



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Sent: 8/17/2021 12:09:48 PM

Viewed: 8/17/2021 1:31:03 PM

Signed: 8/17/2021 1:52:46 PM

Signature Adoption: Pre-selected Style

Using IP Address: 76.81.11.170

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

8/17/2021 12:09:48 PM

Certified Delivered

Security Checked

8/17/2021 1:31:03 PM

Signing Complete

Security Checked

8/17/2021 1:52:46 PM

Completed

Security Checked

8/17/2021 1:52:46 PM

**Payment Events****Status****Timestamps**



**CITY OF CORONA  
MAINTENANCE/GENERAL SERVICES AGREEMENT  
WITH LEGEND PUMP AND WELL SERVICE INC.  
(RFP 21-081AC DWP ON-CALL WELL AND BOOSTER PUMP SERVICES)**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 1st day of September, 2021 ("Effective Date") by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 ("City") and Legend Pump and Well Service Inc., a California corporation with its principal place of business at 1324 W. Rialto Avenue, San Bernardino, California 92410 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**2. RECITALS.**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain maintenance or other general services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing on-call well and booster pump services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**2.2 Project.**

City desires to engage Contractor to render such services for the on-call well and booster pump project ("Project") as set forth in this Agreement.

**2.3 Corona Utility Authority.**

Contractor understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority ("CUA") for the maintenance, management and operation of those utility systems (collectively, the "CUA Management Agreements"). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

**3. TERMS.**



### **3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional on-call well and booster pump maintenance or other general services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from September 1, 2021 to June 30, 2023 (“Term”), with two optional two-year renewals, unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

### **3.2 Responsibilities of Contractor.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor’s conformance with the Schedule, City shall respond to Contractor’s submittals in a timely



manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Tom Moody, General Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Keith Collier, President and Secretary, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.



3.2.8 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Contractor shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.



3.2.9.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

### 3.2.10 Insurance.



3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Contractor commences any Services under this Agreement, Contractor shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City,



its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor.

(C) All Coverages. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Contractor. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.4 Other Provisions; Endorsements Preferred. Contractor shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Contractor:

(A) Waiver of Subrogation – All Other Policies. Contractor hereby waives all rights of subrogation any insurer of Contractor's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Contractor shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.5 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Project.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigation,



claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.7 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.10.10 Sub-Contractors. All subcontractors shall comply with each and every insurance provision of this Section 3.2.10. Contractor shall therefore not allow any subcontractor to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Agreement.

3.2.10.11 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Contractor shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

### 3.2.12 Bonds.

3.2.12.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a



Performance Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the Total Compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the Total Compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. The bonds must be provided by a surety which is satisfactory to the City and which meets either of the following criteria: (1) a surety with a current A.M. Best's rating no less than A-:VII and licensed as an admitted surety insurer in California; or (2) a surety with a current A.M. Best's rating no less than A-:X and authorized to issue the required bonds in California. If a surety does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.3 Fees and Payments.**



3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$500,000.00) ("Total Compensation") without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Beginning April 1, 2015, no contractor or subcontractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the



commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, Contractor may obtain a copy of the prevailing wages from the City's Representative. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Apprenticeable Crafts. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Contractor employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

### **3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **3.5 General Provisions.**

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

**Contractor:**

Legend Pump and Well Service Inc.  
1324 W. Rialto Avenue  
San Bernardino, CA 92410  
Attn: Keith Collier, President and Secretary



**City:**

City of Corona  
 400 South Vicentia Avenue  
 Corona, CA 92882  
 Attn: Tom Moody, General Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.



3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.6.1 Subcontractors; Assignment or Transfer. Contractor shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Contractor shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subcontractors, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.5.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Contractor has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Contractor shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

3.5.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.



3.5.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.12 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

**[SIGNATURES ON NEXT 2 PAGES]**



**CITY'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**MAINTENANCE/GENERAL SERVICES AGREEMENT**  
**WITH LEGEND PUMP AND WELL SERVICE INC.**  
**(RFP 21-081AC DWP ON-CALL WELL AND BOOSTER PUMP SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**CITY OF CORONA**

By: \_\_\_\_\_  
Tom Moody  
General Manager

Reviewed By: \_\_\_\_\_  
Kristian Alfelor  
Operations Manager

Reviewed By: \_\_\_\_\_  
Norman Bush  
Purchasing Manager


Attest: \_\_\_\_\_  
Sylvia Edwards  
City Clerk



**CONTRACTOR'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**MAINTENANCE/GENERAL SERVICES AGREEMENT**  
**WITH LEGEND PUMP AND WELL SERVICE INC.**  
**(RFP 21-081AC DWP ON-CALL WELL AND BOOSTER PUMP SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**Legend Pump and Well Service Inc.**  
a California corporation

By:  \_\_\_\_\_  
B09FDAEB00DF4F3...  
Keith Collier  
President and Secretary



## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional on-call well and booster pump services necessary for the Project. The Services are more particularly described herein.

The Contractor shall be responsible to remove and install the following, including but not limited to, deep well turbine pumps, column pipe shafts, oil lines, etc. on various sized wells ranging from 200 to 600 feet in depth. Repair and installation of booster stations will be completed at City's Utilities Department facilities and in City of Corona residential neighborhoods. Booster stations have an average depth of 20 feet.



**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines.



## EXHIBIT “C” COMPENSATION

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth below:

Description	Crew Size	Rate	Unit
Rig and Service Truck	2 Men	\$ 302.00	Hour
Rig and Service Truck	3 Men	\$ 412.00	Hour
Rig and Service Truck	4 Men	\$ 522.00	Hour
Combo Rig and Service Truck	2 Men	\$ 302.00	Hour
Rotary Crane 12 Ton & Below	1 Man	\$ 302.00	Hour
Crane 12 Ton & Below	2 Man	\$ 367.00	Hour
Rotary Crane – 30 Ton	1 Man	\$ 302.00	Hour
Rotary Crane – 75 Ton	1 Man	\$ 367.00	Hour
Delivery Truck	1 Man	\$ 82.00	Hour
Service Truck	1 Man	\$ 174.00	Hour
Service Truck	2 Men	\$ 262.00	Hour
Tractor Trailer	1 Man	\$ 367.00	Hour
Wire Brush Rental		\$ 600.00	Each
Air Compressor Rental (450 CFM & Smaller)		\$ 87.00	Each
Air Compressor Rental (451 CFM & Larger)		\$ 167.00	Each
Water Treatment	1 Man	\$ 112.00	Hour
Electrician and Service Truck	1 Man	\$ 180.00	Hour
Service Truck with Boom	1 Man	\$ 192.00	Hour
Welding Truck	1 Man	\$ 192.00	Hour
General Shop Labor	1 Man	\$ 102.00	Hour
Machine Shop Labor	1 Man	\$ 102.00	Hour
Welding Shop Labor	1 Man	\$ 102.00	Hour
Additional Rig Helper	1 Man	\$ 112.00	Hour
Tube and Shaft Repair 2” – 2-1/2”		\$ 29.00	Foot
Tube and Shaft Repair 3” – 4”		\$ 49.00	Foot
Video Log		\$ 1,050.00	Well
Camera Operator	1 Man	\$ 167.00	Hour
Photo Still Shots		\$ 5.00	Each
Duplicate Tape/DVD		\$ 69.00	Each
Test Pump, Operator & Fuel 300 HP & Below	1 Man	\$ 486.00	Hour
Test Pump, Operator & Fuel 301 HP – 500 HP	1 Man	\$ 581.00	Hour
Test Pump, Operator & Fuel 501 HP - 750 HP	1 Man	\$ 796.00	Hour



Test Pump, Operator & Fuel 751 HP - 1000 HP	1 Man	\$ 898.00	Hour
Portable Steam Cleaner		\$ 2,416.00	Day
Aqua Freed Unit	1 Man	NA	Hour
Chemical Trailer	3 Men	\$ 452.00	Hour
Chemical Trailer	2 Men	\$ 367.00	Hour
Chemical Neutralization Trailer and Operator	1 Man	\$ 282.00	Hour
Backhoe with Trailer and Truck	1 Man	\$ 202.00	Hour
Water Truck	1 Man	\$ 280.00	Hour
<del>Bore Blasting</del> (0 - 500 Ft) Sonar Jet		\$ 7,558.00	Lump Sum
<del>Bore Blasting</del> (500 - 1000 Ft) Sonar Jet		\$ 12,558.00	Lump Sum
<del>Bore Blasting</del> (1000 - 1500 Ft) Sonar Jet		\$ 17,558.00	Lump Sum
<del>Bore Blasting</del> (1500 - 2000 Ft) Sonar Jet		\$ 22,558.00	Lump Sum

**100 PERCENT PAYMENT BOND IS RQUIRED.**



**Certificate Of Completion**

Envelope Id: C1D755018C084083AAC9EE47316CFFF3

Status: Completed

Subject: Please DocuSign: 2021 MGSA Legend Pump &amp; Well Service Inc - RFP 21-081AC On-Call Well and Boost...

Source Envelope:

Document Pages: 20

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Alex Chou

AutoNav: Enabled

400 S Vicentia Ave

Envelope Stamping: Enabled

Corona, CA 92882

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

alex.chou@coronaca.gov

IP Address: 52.243.155.252

**Record Tracking**

Status: Original

Holder: Alex Chou

Location: DocuSign

8/17/2021 11:50:27 AM

alex.chou@coronaca.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Corona, CA

Location: DocuSign

**Signer Events****Signature****Timestamp**

Keith Collier

Legendpump@gmail.com

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

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Sent: 8/17/2021 11:55:54 AM

Viewed: 8/17/2021 2:59:21 PM

Signed: 8/17/2021 2:59:30 PM

Signature Adoption: Pre-selected Style

Using IP Address: 24.24.254.34

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

8/17/2021 11:55:54 AM

Certified Delivered

Security Checked

8/17/2021 2:59:21 PM

Signing Complete

Security Checked

8/17/2021 2:59:30 PM

Completed

Security Checked

8/17/2021 2:59:30 PM

**Payment Events****Status****Timestamps**



**CITY OF CORONA  
MAINTENANCE/GENERAL SERVICES AGREEMENT  
WITH WEBER WATER RESOURCES CA, LLC  
(RFP 21-081AC DWP ON-CALL WELL AND BOOSTER PUMP SERVICES)**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 1st day of September, 2021 ("Effective Date") by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 ("City") and Weber Water Resources CA, LLC, a California limited liability company with its principal place of business at 1785 Container Circle, Riverside, California 92509 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**2. RECITALS.**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain maintenance or other general services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing on-call well and booster pump services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**2.2 Project.**

City desires to engage Contractor to render such services for the on-call well and booster pump project ("Project") as set forth in this Agreement.

**2.3 Corona Utility Authority.**

Contractor understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority ("CUA") for the maintenance, management and operation of those utility systems (collectively, the "CUA Management Agreements"). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

**3. TERMS.**



### **3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional on-call well and booster pump maintenance or other general services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from September 1, 2021 to June 30, 2023 (“Term”), with two optional two-year renewals, unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

### **3.2 Responsibilities of Contractor.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor’s conformance with the Schedule, City shall respond to Contractor’s submittals in a timely



manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Tom Moody, General Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Don Rice, General Manager, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.



3.2.8 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Contractor shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.



3.2.9.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

### 3.2.10 Insurance.



3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Contractor commences any Services under this Agreement, Contractor shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City,



its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor.

(C) All Coverages. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Contractor. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.4 Other Provisions; Endorsements Preferred. Contractor shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Contractor:

(A) Waiver of Subrogation – All Other Policies. Contractor hereby waives all rights of subrogation any insurer of Contractor's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Contractor shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.5 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Project.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigation,



claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.7 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.10.10 Sub-Contractors. All subcontractors shall comply with each and every insurance provision of this Section 3.2.10. Contractor shall therefore not allow any subcontractor to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Agreement.

3.2.10.11 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Contractor shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

### 3.2.12 Bonds.

3.2.12.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a



Performance Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the Total Compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the Total Compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. The bonds must be provided by a surety which is satisfactory to the City and which meets either of the following criteria: (1) a surety with a current A.M. Best's rating no less than A-:VII and licensed as an admitted surety insurer in California; or (2) a surety with a current A.M. Best's rating no less than A-:X and authorized to issue the required bonds in California. If a surety does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.3 Fees and Payments.**



3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$500,000.00) ("Total Compensation") without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Beginning April 1, 2015, no contractor or subcontractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the



commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, Contractor may obtain a copy of the prevailing wages from the City's Representative. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Apprenticeable Crafts. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Contractor employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

### **3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **3.5 General Provisions.**

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

**Contractor:**

Weber Water Resources CA, LLC  
1785 Container Circle  
Riverside, CA 92509  
Attn: Don Rice, General Manager



**City:**

City of Corona  
 400 South Vicentia Avenue  
 Corona, CA 92882  
 Attn: Tom Moody, General Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.



3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.6.1 Subcontractors; Assignment or Transfer. Contractor shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Contractor shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subcontractors, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.5.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Contractor has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Contractor shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

3.5.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.



3.5.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.12 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

**[SIGNATURES ON NEXT 2 PAGES]**



**CITY'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**MAINTENANCE/GENERAL SERVICES AGREEMENT**  
**WITH WEBER WATER RESOURCES CA, LLC**  
**(RFP 21-081AC DWP ON-CALL WELL AND BOOSTER PUMP SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**CITY OF CORONA**

By: \_\_\_\_\_  
Tom Moody  
General Manager

Reviewed By: \_\_\_\_\_  
Kristian Alfelor  
Operations Manager

Reviewed By: \_\_\_\_\_  
Norman Bush  
Purchasing Manager

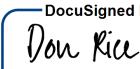
Attest: \_\_\_\_\_  
Sylvia Edwards  
City Clerk



**CONTRACTOR'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**MAINTENANCE/GENERAL SERVICES AGREEMENT**  
**WITH WEBER WATER RESOURCES CA, LLC**  
**(RFP 21-081AC DWP ON-CALL WELL AND BOOSTER PUMP SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**Weber Water Resources CA, LLC**  
a California limited liability company

By:  81F3A3522E4E48A...  
Don Rice  
General Manager



## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional on-call well and booster pump services necessary for the Project. The Services are more particularly described herein.

The Contractor shall be responsible to remove and install the following, including but not limited to, deep well turbine pumps, column pipe shafts, oil lines, etc. on various sized wells ranging from 200 to 600 feet in depth. Repair and installation of booster stations will be completed at City's Utilities Department facilities and in City of Corona residential neighborhoods. Booster stations have an average depth of 20 feet.



**EXHIBIT “B”  
SCHEDULE OF SERVICES**

Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines.



## EXHIBIT “C” COMPENSATION

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth below:

Description	Crew Size	Rate	Unit
Rig and Service Truck	2 Men	\$ 225.00	Hour
Rig and Service Truck	3 Men	\$ 392.00	Hour
Rig and Service Truck	4 Men	\$ 460.00	Hour
Combo Rig and Service Truck	2 Men	\$ 275.00	Hour
Rotary Crane 12 Ton & Below	1 Man	\$ 190.00	Hour
Crane 12 Ton & Below	2 Man	\$ 290.00	Hour
Rotary Crane – 30 Ton	1 Man	\$ 375.00	Hour
Rotary Crane – 75 Ton	1 Man	\$ 475.00	Hour
Delivery Truck	1 Man	\$ 75.00	Hour
Service Truck	1 Man	\$ 65.00	Hour
Service Truck	2 Men	\$ 225.00	Hour
Tractor Trailer	1 Man	\$ 125.00	Hour
Wire Brush Rental		\$ 100.00	Each
Air Compressor Rental (450 CFM & Smaller)		\$ 125.00	Each
Air Compressor Rental (451 CFM & Larger)		\$ 190.00	Each
Water Treatment	1 Man	\$ 165.00	Hour
Electrician and Service Truck	1 Man	\$ 165.00	Hour
Service Truck with Boom	1 Man	\$ 165.00	Hour
Welding Truck	1 Man	\$ 125.00	Hour
General Shop Labor	1 Man	\$ 65.00	Hour
Machine Shop Labor	1 Man	\$ 95.00	Hour
Welding Shop Labor	1 Man	\$ 95.00	Hour
Additional Rig Helper	1 Man	\$ 100.00	Hour
Tube and Shaft Repair 2” – 2-1/2”		\$ 4.75	Foot
Tube and Shaft Repair 3” – 4”		\$ 4.75	Foot
Video Log		\$ 1,200.00	Well
Camera Operator	1 Man	\$ -	Hour
Photo Still Shots		\$ -	Each
Duplicate Tape/DVD		\$ -	Each
Test Pump, Operator & Fuel 300 HP & Below	1 Man	\$ 300.00	Hour
Test Pump, Operator & Fuel 301 HP – 500 HP	1 Man	\$ 350.00	Hour
Test Pump, Operator & Fuel 501 HP - 750 HP	1 Man	\$ 400.00	Hour



Test Pump, Operator & Fuel 751 HP - 1000 HP	1 Man	\$ 450.00	Hour
Portable Steam Cleaner		\$ 250.00	Day
Aqua Freed Unit	1 Man	n/a	Hour
Chemical Trailer	3 Men	\$ 350.00	Hour
Chemical Trailer	2 Men	\$ 260.00	Hour
Chemical Neutralization Trailer and Operator	1 Man	\$ 240.00	Hour
Backhoe with Trailer and Truck	1 Man	\$ 150.00	Hour
Water Truck	1 Man	\$ 300.00	Hour
Bore Blasting (0 - 500 Ft)		\$ 10,000.00	Lump Sum
Bore Blasting (500 - 1000 Ft)		\$ 10,000.00	Lump Sum
Bore Blasting (1000 - 1500 Ft)		\$ 10,000.00	Lump Sum
Bore Blasting (1500 - 2000 Ft)		\$ 20,000.00	Lump Sum

**100 PERCENT PAYMENT BOND IS RQUIRED.**





Staff Report

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**File #:** 21-0808

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**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 09/01/2021

**TO:** Honorable Mayor and City Council Members

**FROM:** Human Resources Department

**SUBJECT:**

Personnel Report providing employee updates and details on various recruitment transactions.

**EXECUTIVE SUMMARY:**

This Personnel Report includes new updated personnel activity since the previous meeting, which is included in the New Open/Competitive Recruitments, New Internal/Promotional Recruitments, and new employee Full-Time Appointment sections. The Report also includes employee updates and information on recruitments from Human Resources that are currently active but have been previously shown in prior updates. It also lists employee promotions and staff that is retiring from service with the City.

**RECOMMENDED ACTION:**

**That the City Council** receive and file the Personnel Report for employee updates and recruitment transactions.

**BACKGROUND & HISTORY:**

The employee updates in the Personnel Report include full-time appointments, full-time promotions, and retirements. The recruitment activity portion of the report includes both open/competitive recruitments as well as internal/promotional recruitments.

**ANALYSIS:**

The Personnel Report includes the employee updates and recruitments noted below. These transaction types are reported to Council for informational purposes each meeting to enhance transparency. The report includes updated activity since the previous meeting. The employee updates in the Personnel Report include full-time appointments, full-time promotions, and retirements. The recruitment activity portion of the report includes both open/competitive recruitments as well as internal/promotional recruitments.



## Full-Time Appointments

<i>Employee Name</i>	<i>Department</i>	<i>Position</i>	<i>Monthly Pay Range</i>	<i>Effective Date</i>
Cates, Kayla	Police Department	Jailer	\$3,682 - \$4,495	July 26, 2021
Garcia, John	Police Department	Acting Police Sergeant	\$8,857 - \$11,365	July 17, 2021
Harrington, Danielle	Police Department	Public Safety Dispatcher I Flex	\$4,068 - \$4,966	July 19, 2021
Villafuerte, Sergio	Department of Water & Power	Water Resources Technician I Flex	\$3,332 - \$4,068	August 9, 2021

## Full-Time Promotions

<i>Employee Name</i>	<i>Department</i>	<i>Position</i>	<i>Monthly Pay Range</i>	<i>Effective Date</i>
Angeles, Mayra	Police Department	Property Administrator	\$3,170 - \$3,870	August 10, 2021
Barron, Alexis	Police Department	Property Administrator	\$3,170 - \$3,870	August 10, 2021
Burns, Denise	Finance Department	Accounting Supervisor	\$6,309 - \$7,703	July 17, 2021
Hubbard, Ryan	Police Department	Police Sergeant	\$8,857 - \$11,365	July 17, 2021
Khamphou, Savat	Public Works	Public Works Director	\$13,200 - \$16,114	June 30, 2021

Retirements - None

## New Open/Competitive Recruitments

<i>Position</i>	<i>Department</i>	<i>Position Type</i>	<i>Open Date</i>	<i>Closing Date</i>	<i>Status</i>
Assistant City Manager	Management Services	Full Time	August 19, 2021	September 19, 2021	Accepting Applications
Assistant to the City Manager	Management Services	Full Time	August 18, 2021	September 19, 2021	Accepting Applications
Building Inspector II	Community Development	Full Time	August 4, 2021	August 26, 2021	Accepting Applications
Building Permit Technician II	Community Development	Full Time	August 4, 2021	August 19, 2021	Accepting Applications



## New Open/Competitive Recruitments - Continued

<i>Position</i>	<i>Department</i>	<i>Position Type</i>	<i>Open Date</i>	<i>Closing Date</i>	<i>Status</i>
Code Compliance Supervisor	Community Development	Full Time	August 5, 2021	August 26, 2021	Accepting Applications
Code Enforcement Officer II	Community Development	Full Time	August 4, 2021	August 26, 2021	Accepting Applications
Community Services Leader II - Library/Passports	Community Services	Part Time	July 29, 2021	August 22, 2021	Accepting Applications
Digital Journalist	Management Services	Full Time	August 9, 2021	August 29, 2021	Accepting Applications
Executive Assistant II (MGMT)	Public Works	Full Time	July 29, 2021	August 19, 2021	Accepting Applications-Extended Closing Date
Financial Analyst I	Administrative Services	Full Time	August 4, 2021	August 25, 2021	Accepting Applications
GIS Administrator (MGMT)	Information Technology	Full Time	July 28, 2021	August 18, 2021	Accepting Applications
Janitor	Police Department	Part Time	August 16, 2021	September 5, 2021	Accepting Applications-Repot
Planning Technician	Community Development	Full Time	August 18, 2021	September 6, 2021	Accepting Applications
Police Records Technician I/II	Police Department	Full Time	July 28, 2021	August 11, 2021	Accepting Applications
Public Safety Technical Support Engineer	Information Technology	Full Time	July 27, 2021	August 18, 2021	Accepting Applications
Radio Technician	Information Technology	Part Time	July 30, 2021	August 20, 2021	Accepting Applications
Senior Park Ranger (FT)	Comm Services	Full Time	July 29, 2021	August 19, 2021	Accepting Applications
Senior Park Ranger (PT)	Comm Services	Part Time	July 22, 2021	August 5, 2021	Accepting Applications
Traffic Signal Technician	Public Works	Full Time	August 4, 2021	September 1, 2021	Accepting Applications



## New Internal/Promotional Recruitments

<i>Position</i>	<i>Department</i>	<i>Position Type</i>	<i>Open Date</i>	<i>Closing Date</i>	<i>Status</i>
Broadcast Specialist	Management Services	Full Time	August 5, 2021	August 12, 2021	Accepting Applications
Building Permit Technician III	Community Development	Full Time	August 5, 2021	August 12, 2021	Accepting Applications
Help Desk III	Information Technology	Part Time	August 2, 2021	August 17, 2021	Accepting Applications
System Administrator	Information Technology	Full Time	July 29, 2021	August 20, 2021	Accepting Applications
Water Reclamation Operator III Flex	Department of Water & Power	Full Time	August 17, 2021	August 24, 2021	Accepting Applications

## Recruitments in Progress

<i>Position</i>	<i>Department</i>	<i>Position Type</i>	<i>Status</i>
Associate Planner	Community Development	Full Time	Department Review Stage
Community Services Leader III	Community Services	Part Time	Offer Stage
Help Desk I	Information Technology	Part Time	Department Review Stage
Human Resources Technician	Human Resources	Full Time	Department Review Stage
Intern II - Traffic Division	Public Works	Full Time	Department Review Stage
Janitor	Police Department	Part Time	Accepting Applications
Library and Recreation Leader I	Community Services	Part Time	Interview Stage
Occupational Health and Safety Officer	Human Resources	Full Time	Second Round Interviews
Police Cadet (PT)	Police Department	Part Time	Department Review Stage
Police Officer I/II - Lateral	Police Department	Full Time	Candidates in Background Stage
Program Coordinator	Community Services	Full Time	Second Round Interviews



## Recruitments in Progress - Continued

<i>Position</i>	<i>Department</i>	<i>Position Type</i>	<i>Status</i>
Public Safety Dispatcher II	Police Department	Full Time	Accepting Applications
Systems Engineer	Information Technology	Full Time	Department Review Stage

**FINANCIAL IMPACT:**

There is no cost impact associated with the acceptance of this report. The cost of the various personnel changes listed herein are reflected in the Adopted Fiscal Year 2020-2021 Budget for the departments listed in the report.

**ENVIRONMENTAL ANALYSIS:**

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. There is no possibility that the acceptance of this report will have a significant effect on the environment.

**PREPARED BY:** SHELLY MATHEWS, HUMAN RESOURCES ADMINISTRATIVE ASSISTANT

**REVIEWED BY:** ANGELA RIVERA, CHIEF TALENT OFFICER





## Staff Report

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**File #:** 21-0541

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### REQUEST FOR CITY COUNCIL ACTION

**DATE:** 09/01/2021

**TO:** Honorable Mayor and City Council Members

**FROM:** Human Resources Department

**SUBJECT:**

Nationwide Plan Documents - Deferred Compensation, Adoption Agreement, Post Employment Health Plan, and ProAccount Documents.

**EXECUTIVE SUMMARY:**

City Council consideration and approval of the 457(b) Deferred Compensation Plan, Adoption Agreement, Post Employment Health Plan, and ProAccount documents provided by Nationwide. Upon review of the City's current deferred compensation providers, the City determined that there would be a significant cost savings to employees to consolidate to one provider. It is recommended that the City approve Nationwide as the sole provider. To make this transition, Nationwide has provided plan documents for review and approval.

**RECOMMENDED ACTION:**

**That the City Council:**

- a. Designate the City Manager, or his designee, as the Plan Administrator for deferred compensation policies.
- b. Adopt Resolution No. 2021-090 to approve 457(B) Deferred Compensation Plan Document provided by Nationwide and repeal Resolution No. 2017-049.
- c. Approve the Adoption Agreement provided by Nationwide.
- d. Approve the Trust for the City of Corona Post Employment Health Plan provided by Nationwide.
- e. Approve the ProAccount document for managed accounts provided by Nationwide.



**BACKGROUND & HISTORY:**

In 2017, the City Council adopted a 457 Plan pursuant to Resolution No. 2017-049. In later review of the City's deferred compensation providers, the City Treasurer, Chad Willardson, suggested that the City look into various options to consolidate the two plans to reduce the costs of the retirement plans and increase the personal service available to City employees. It was apparent to him that having two plans and two providers with a cluttered investment menu was costing City employees unnecessary fees. At the City Treasurer's recommendation, the City conducted a Request for Proposals (RFP) and hired a fiduciary consultant. The fiduciary consultant, NFP Retirement Inc. (NFP), was instrumental in conducting the RFP process for selecting a retirement plan provider that would not only provide great advice and service to plan participants, but also to significantly reduce fees. Through the RFP process, the City evaluation team determined that Nationwide would provide the best services at the lowest cost and recommends that it be the sole provider for Deferred Compensation and Post Employment Health Plan (PEHP) Plans for employees. This decision provides a significant cost savings for the employees and retirees with active accounts, reducing the annual fees by over 70% while offering a higher level of benefit for the employees. As a part of the proposed transition, new documents have been provided by Nationwide for review and approval by the City. Approval of aforementioned documents will allow Staff to continue the transition process to one provider.

**ANALYSIS:**

The City conducted a RFP process in 2018 to select a vendor to provide fiduciary consulting services. Four firms were evaluated and NFP was awarded the contract in June 2019. Staff, along with the City Treasurer, worked with NFP to develop a scope of work to consolidate the current deferred compensation and PEHP plans. NFP issued the RFP for plan providers on June 12, 2020. Eight (8) proposals were submitted. Based on evaluation of the written submittals, interviews were conducted with the top four scoring vendors. The City held interviews with Empower, ICMA-RC, Nationwide, and Voya.

Through the RFP evaluation process, and with help from the fiduciary consultant (NFP), the City evaluation team recommends making Nationwide the sole provider for Deferred Compensation and (PEHP) Plans for employees. The evaluation team consisted of the City Treasurer, Assistant City Manager, Chief Talent Officer, Finance Director, and Human Resources staff. This decision to consolidate to Nationwide provides a significant cost savings for the employees and retirees with active accounts, reducing the annual fees by over 70% while offering a higher level of benefit for the employees. Personal financial planning and personal retirement consultations were also negotiated with Nationwide as part of the new contract.

Nationwide's 457(B) Plan is adopted through an Adoption Agreement provided by Nationwide. The reason for Nationwide's desire to use their own 457(B) Plan is that it makes it easier for Nationwide to administer the Plan, as it largely is the same for all of the Plans it administers. The proposed 457 (B) Plan is compliant with federal law.

The PEHP Document is a generic document separately adopted for each employee group through a form of "Participation Agreement."



The City currently has a number of employees who participate in a managed account. Managed accounts are no additional cost to the City and fees are deducted directly from the accounts. In order to provide a seamless transition for employees, Staff has made the decision to continue this benefit with Nationwide. Approval of the ProAccount document will allow the employees to retain this benefit.

The City is currently working closely with Nationwide to serve as the sole retirement plan provider for the 457(b) Deferred Compensation Plan and Post Employment Health Plan(s). The outcome of the project will consist of transferring the 457(b) plan at ICMA-RC into the 457(b) plan at Nationwide and the Retiree Health Savings Plan at ICMA-RC into the Post Employment Health Plan at Nationwide. The consolidation of the plans and utilizing a sole retirement plan provider will result greater administrative efficiencies, lower investment and administrative costs and enhanced plan services for all plan participants. On a weekly basis, a project team from Nationwide along with the City's retirement plan advisor (NFP) and the City meets to discuss the details and action steps necessary for the project. The transition process includes plan document preparation to carry over all plan provisions within the plans into new plan documents for each respective plan, determining a detailed communication strategy for the plan participants and working with ICMA-RC as the outgoing provider to ensure a smooth transfer of plan assets and plan details. The plan investment lineup will map over to similar investment strategies at Nationwide, which was prudently selected using best in class investment options with the assistance of the City's retirement plan advisor, NFP. Upon execution of the necessary plan documents and agreements, it is expected for the remainder of the process to take roughly 90 days. The City is targeting mid-December for the assets to transfer from ICMA-RC, with an anticipated go live date of 1/1/2022. To ensure a smooth transition, Nationwide has developed a thorough communication strategy for all employees, including an announcement letter, transition brochure and live meetings for employees to learn about the resources and tools available for the retirement plan program.

**FINANCIAL IMPACT:**

There is no financial impact to the City by approving the aforementioned documents. City employees and retirees will experience lower investment fees charged to their respective accounts through the consolidation of the 457(B) plans.

**ENVIRONMENTAL ANALYSIS:**

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. There is no possibility that the acceptance of this report will have a significant effect on the environment.

**PREPARED BY:** KYLIE LUJAN, HUMAN RESOURCES SUPERVISOR

**REVIEWED BY:** ANGELA RIVERA, CHIEF TALENT OFFICER



**Attachments:**

1. Exhibit 1 - 457 Trust Agreement
2. Exhibit 2 - Trust for the City of Corona Post Employment Health Plan
3. Exhibit 3 - 457(b) Administrative Services Agreement
4. Exhibit 4 - City of Corona 457(b) Adoption Agreement
5. Exhibit 5 - City of Corona 457(b) Deferred Compensation Plan - Exhibit 1
6. Exhibit 6 - Resolution No. 2021-090, Adopting Nationwide 457(b) Deferred Compensation Plan



**Nationwide Trust Company, FSB  
457 Trust Agreement  
(The "Agreement")**

This Agreement including the Schedule of Investments attached is made and entered into by and between **City of Corona** ("Sponsor") and Nationwide Trust Company, FSB as Trustee ("NTC") pursuant to the **City of Corona 457(b) Deferred Compensation Plan** ("Plan") to establish the **City of Corona 457(b) Deferred Compensation Plan Trust** ("Account").

By signing below, signatories on behalf of the Sponsor and the Plan acknowledge that they have received the Agreement, inclusive of all Schedules listed above, and agree to all terms. Further, they represent that they have the authority to enter into, on behalf of the Sponsor and the Plan, a contractual relationship with NTC with respect to these documents and will be subject to all rights and obligations contained therein.

By signing below, NTC has agreed to and accepted all rights and obligations contained herein.

\_\_\_\_\_  
Printed Sponsor Name

\_\_\_\_\_  
NTC

\_\_\_\_\_  
Sponsor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Acceptance Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## **ARTICLE I — PURPOSE**

The Sponsor adopts this Agreement on behalf of the Plan and represents and warrants that the Plan is intended to meet the requirements of an eligible deferred compensation plan under Section 457 of the Internal Revenue Code of 1986, as amended ("Code") and intends to keep such Plan in compliance with the then applicable requirements of the Code. Further, the Sponsor represents and warrants that the Employer of all individuals eligible to participate in the Plan is a state, political subdivision of a state, or an agency or instrumentality of either.

## **ARTICLE II — DEFINITIONS**

**Account** — The trust account established herein by which NTC will hold the assets of the Plan or any portion thereof as agreed upon by Sponsor and NTC.

**Business Day** — A day on which NTC and New York Stock Exchange are both open for business.

**Effective Date** — The date on which the Account is created by NTC's acceptance of cash or other assets on behalf of the Sponsor. Prior to the Effective Date, NTC shall have no responsibility hereunder.

**Employer(s)** — The employer(s) of the Participants in the Plan.

**Funding Vehicle(s)** — As permitted by applicable law, may include one or more (i) group annuity contracts, (ii) mutual funds, collective investment funds or other securities made available under the Agreement, (iii) securities held in self-directed brokerage accounts made available by NTC, or (iv) any other investment vehicle(s) mutually acceptable to NTC and Sponsor via an amendment to this Agreement or separate schedule.

**Original Signature** — An authentic, hardcopy, non-reproduced signature of the Sponsor or its designee.

**Participant** — A person for whom benefits are provided under this Agreement, in accordance with the Plan.

**Plan** — The Plan identified on the front page of this Agreement, including any written plan document and trust provisions.

**Required Format** — Acceptable format for submitting information to NTC as prescribed by NTC and on transaction forms prescribed by NTC.

**Signature** — Either the Original Signature or an Original Signature that has been replicated by photocopy, electronic means, or fax.

**Successor** — The trustee or custodian appointed by the Sponsor who succeeds NTC.

**Written Instruction(s)** — Any notices, instructions or other instruments required to be in writing (with Signature or Original Signature, where so indicated) from NTC, Sponsor, or its designee. Written Instructions may take the form of a letter, electronic communication through an on-line communication system mutually agreeable to the parties; or a facsimile transmission.



### **ARTICLE III — THE ACCOUNT**

The Sponsor advises NTC that the Account shall be funded as described herein. The Sponsor hereby authorizes NTC to take any action required to establish and maintain any Funding Vehicle(s) designated by the Sponsor under this Agreement.

NTC has entered into arrangements with a number of providers to make available certain Funding Vehicles for possible inclusion in the Account. The assets of the Account shall consist of the Funding Vehicle(s) and any outstanding loans made under the terms of the Plan. The Account and any funds invested pursuant to this Agreement are not insured by the Federal Deposit Insurance Corporation ("FDIC"), are not deposits or other obligations of NTC and are not guaranteed by NTC. The value of the Account is subject to investment risks, including possible loss of principal. NTC agrees to hold and administer the Account in accordance with this Agreement. The Account shall not include any Plan Assets for which Sponsor has selected as the designated investment manager for Participant accounts an investment manager other than Nationwide Investment Advisors, LLC.

To the extent permitted by the Plan, NTC, at the direction of the Sponsor or its designee, shall accept an eligible rollover distribution and/or eligible direct rollover under the then applicable sections of the Code. NTC shall not be under any duty to require payment of any contributions to the Account, if any, or to see that any payment made to it is computed in accordance with the provisions of the Plan. NTC shall continue to administer the Account in accordance with this Agreement until its obligations are discharged and satisfied.

In the event that Sponsor and NTC mutually agree to include life insurance as a Funding Vehicle for inclusion in the Account, Sponsor agrees that NTC shall not be responsible in any manner to Sponsor, the Plan, a Participant or his or her beneficiary, or to any third-party, including any issuer of life insurance, for any determination as to prudence of inclusion of life insurance as a Funding Vehicle in the Account or as an investment option under the Plan; any determination on a Participant basis that the purchase of life insurance is incidental to the primary purpose of providing retirement benefits; the tax treatment of premium payments or disbursements of benefits; any and all administrative, marketing, and sales duties or responsibilities related in any manner to the initial purchase, or continuing maintenance, of any life insurance; and any other action or omission related to life insurance.

The Sponsor authorizes NTC to commingle Plan assets, as applicable, in a master custodial account for purposes of facilitating the omnibus trading of various plan assets.

### **ARTICLE IV — GENERAL ADMINISTRATIVE RESPONSIBILITIES OF NTC**

NTC is authorized to take any action set forth below with respect to the Account:

Accept instructions in the Required Format from the Sponsor or its designee regarding the allocation, distribution or other disposition of the assets of the Account and all matters relating thereto;

Cause any portion or all of the Account to be issued, held, or registered in the individual name of NTC, in the name of its nominee, in an affiliated securities depository, or in such other form as may be required or permitted under applicable law (however, the records of NTC shall indicate the true ownership of such property);

Employ such agents and counsel, including legal counsel, as NTC determines to be reasonably necessary to manage and protect the assets held in the Account, to handle controversies that may arise under this Agreement, or to defend itself successfully against allegations of a fiduciary breach, and to pay such agents and counsel their compensation from the Account unless such compensation is otherwise paid by the Sponsor;



Commence, maintain, or defend any litigation necessary in connection with the administration of the Account, except that NTC shall not be obligated to do so unless it is to be indemnified to its satisfaction against all expenses and liabilities sustained or anticipated by reason thereof;

Hold part or all of the Account uninvested as may be necessary or appropriate;

Withhold the appropriate taxes from any distribution, remit such taxes with the relevant government authorities, and report such payments on the informational returns prescribed by such authorities, identifying itself as the payor of such distributions;

Forward to the Sponsor, for exercise, all proxies solicited in regards to mutual funds and collective investment funds, if applicable; vote, on behalf of the Plan and in accordance with the instructions provided by the Sponsor, all proxies that are returned by the Sponsor; and abstain from voting proxies that are not returned by the Sponsor;

Take all other acts necessary for the proper administration of the Account.

#### **ARTICLE V — INVESTMENT RESPONSIBILITY**

NTC shall have no investment management responsibility or liability with respect to the Account or any other assets held under the Plan. Plan contributions or other assets received by NTC shall be allocated in accordance with Written Instructions. NTC does not warrant or guarantee the performance of any Funding Vehicle(s) selected by the Sponsor or Participants.

The Sponsor, or other party designated under the Plan, shall have full responsibility for the selection of the Funding Vehicle(s) and the management, disposition, and investment of assets of the Account. NTC shall comply with Written Instructions concerning those assets, subject to restrictions, if any, imposed by the Funding Vehicle(s) and the operation of any securities markets. Except to the extent required by applicable law or otherwise provided in this Agreement, NTC shall have no duty to review, initiate action, or make recommendations regarding the Account or its investments.

The Sponsor is responsible for reading any and all prospectuses, specimen and final contracts, proposals and/or other materials which disclose information pertaining to applicable charges, interest rates, terms and conditions of any contract between the Plan or Account and any party, including contracts related to the Funding Vehicle(s). NTC shall transmit such communications to the Sponsor. NTC shall have no duty to respond to communications related to securities or other property held in the Account (including, but not limited to, tender offers and class action communications).

NTC shall not be liable for any loss which results from the exercise of investment control by a Sponsor, Participant or beneficiary, or designated investment manager. If a Participant who has investment authority under the terms of the Plan fails to provide investment direction, the Sponsor shall direct the investment of the Participant's account.

No one providing investment advice to the Plan, Sponsor, Participant or other party is acting as an agent of NTC.

#### **ARTICLE VI — LOANS**

To the extent permitted under the Plan and applicable law, NTC will forward loan disbursements as directed by the Sponsor or its designee via Written Instructions. The Sponsor, or other fiduciary of the Plan or their designee, shall be responsible for the approval and administration of any such loans. The Sponsor acknowledges that all loan obligations should be made payable to the Plan and the Plan retains all lending responsibility. NTC will have no responsibility for executing and holding any notes or security agreements which are held as part of the Account, providing any disclosures required by any truth-in-lending laws, or enforcing any security interest in any asset other than the Participant's account under the Account.



## **ARTICLE VII — CONTRIBUTIONS NOT RECOVERABLE**

Except as described in the Purpose section of this Agreement and to the extent permitted by the Plan and applicable law, under no circumstances shall any part of the Account be recoverable by the Sponsor or be used other than for the exclusive purposes of providing benefits to Participants and their beneficiaries and paying reasonable expenses of the Plan prior to the satisfaction of all liabilities to Participants and their beneficiaries; provided, however, a contribution by a Sponsor or a Participant made as a result of a mistake of fact that is discovered within one (1) year after the contribution is made shall be returned to the Sponsor or Participant as soon as administratively feasible, if the Sponsor so requests and the Funding Vehicle(s) permits.

## **ARTICLE VIII — ACCOUNT RECORDS AND REPORTS**

NTC shall maintain accurate records and detailed accounts of all investments, receipts, disbursements, earnings, and other transactions related to the Account, and those records shall be available at all reasonable times to the Sponsor.

## **ARTICLE IX — FIDUCIARY RESPONSIBILITIES AND LIABILITIES**

NTC may rely upon any information provided by the Sponsor or its designee. NTC, the Sponsor, and all other fiduciaries under the Plan and this Agreement intend that each party shall be solely responsible for those specific duties and powers assigned to it. Each party may rely upon any direction, information, or action of another party as being proper under the Plan and this Agreement. NTC shall not be required by the Sponsor or its designee to engage in any action, or make any investment which constitutes a prohibited transaction or is otherwise contrary to the provisions of applicable law, the Code, or the terms of the Plan, if any, or this Agreement.

NTC shall be responsible only for those functions which have been assigned to it under this Agreement and shall have no responsibility to perform any duty of the Sponsor, or other fiduciary, required by the Plan or applicable law. NTC shall have no duty to determine the rights or benefits of any person having or claiming an interest under the Plan or this Agreement.

Except as otherwise provided in the Agreement, including any schedules thereto, any action to be taken by NTC under the Agreement shall be taken upon Written Instruction from the Sponsor or its designee. NTC shall comply with such instructions and shall incur no liability for any loss which may result from any action or failure of action on its part due to its compliance with such Written Instructions.

## **ARTICLE X — LIMITATION OF LIABILITY**

To the extent permitted by applicable law, NTC shall not be liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunction of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or government actions.

## **ARTICLE XI — RELIANCE ON COUNSEL AND INDEMNIFICATION**

NTC may consult with, and act upon the advice of counsel (who may be counsel for the Sponsor), regarding its responsibilities under this Agreement. To the extent permitted under applicable law, the Sponsor shall indemnify and hold harmless NTC, its officers, employees, and agents from and against all liabilities, losses, expenses, and claims (including reasonable attorneys' fees and costs of defense) arising as a result of:



Acts or omissions to act with respect to the Plan or Account by persons unrelated to NTC;  
NTC's action or inaction with respect to the Plan or Account resulting from reliance on the action or inaction of unrelated persons;

Any violation by any unrelated person of the provisions of the Code or applicable laws, unless NTC commits a breach of its duties by reason of its gross negligence or willful misconduct;

Any decision by the Sponsor, any Participant or any other fiduciary to acquire, retain, or dispose of any security or other property of the Account;

Any violation or breach by a fiduciary or other person associated with the Plan which occurred prior to the Effective Date; or

NTC's acts, omissions and conduct, and those of its agents, in their official capacity, except to the extent that such documented loss or expense results from negligence directly and solely attributable to NTC or its agents, or from an intentional violation by them of any provision of this Agreement.

Such obligation to indemnify shall extend to any liability or expense that arises as a result of the inaccuracy of any representation made, any action taken or failure to act, or any violation of this Agreement, the terms of the Plan by the Sponsor, its designee, any fiduciary of the Plan, and their agents, employees and officers under this Agreement or otherwise related to the administration of the Account. NTC shall not be required to give any bond or other security for the faithful performance of its duties under this Agreement except to the extent required by applicable law.

#### **ARTICLE XII — NTC'S USE OF AFFILIATED COMPANIES**

NTC may enter into agreements and share information with its affiliates in performing responsibilities under this Agreement and any other applicable agreement. Investments made in accordance with the Agreement, may include mutual funds or other investments advised by affiliates of NTC. The investment advisers of such investments may be affiliates of NTC and may derive investment management and other fees for services provided.

#### **ARTICLE XIII — NTC'S COMPENSATION AND EXPENSES**

NTC will receive additional reasonable compensation for any extraordinary services or computations required as agreed upon by the Sponsor and NTC in advance.

#### **ARTICLE XIV — TAXES**

Until advised to the contrary by the Sponsor, NTC shall assume that the Account is exempt from federal, state, local and foreign income taxes. NTC shall not be responsible for filing any federal, state, local or foreign tax and informational returns relating to the Plan or Account.

NTC shall notify the Sponsor of any taxes levied upon or assessed against the Account. If NTC does not receive Written Instructions within thirty (30) days of such notification, NTC will pay the tax from the Account. If the Sponsor wishes to contest the tax assessment, it must give appropriate Written Instructions to NTC within thirty (30) days of notification. NTC shall not be required to bring any legal actions or proceedings to contest the validity of any tax assessments unless NTC is to be indemnified to its satisfaction against loss or expense related to such actions or proceedings, including reasonable attorneys' fees.

#### **ARTICLE XV — AMENDMENT**

Notwithstanding any other provision of the Agreement, NTC may amend the Agreement at any time by providing written notice to the Sponsor not less than thirty (30) days prior to the effective date of such



change, or at any time in the event NTC determines that such amendment is necessary to comply with any applicable legal or regulatory requirements.

No person except for an authorized officer has the legal capacity to change this Agreement otherwise, or to bind NTC to other commitments not covered within this Agreement.

#### **ARTICLE XVI — RESIGNATION, REMOVAL AND TERMINATION**

NTC may resign at any time after providing at least thirty (30) days notice via Written Instructions to the Sponsor. The Sponsor may remove NTC by delivery of Written Instructions, to take effect at a date specified therein, which shall not be less than thirty (30) days after the delivery of such Written Instructions with Original Signature to NTC, unless Funding Vehicle provisions specify otherwise. Notwithstanding the foregoing, NTC may retain responsibilities per the terms of this Agreement over assets remaining at NTC beyond the thirty (30) day timeframe, concurrent with Funding Vehicle provisions.

The Agreement will be terminated at such time as the Account is terminated, the Funding Vehicle(s) are redeemed in full, upon the resignation or removal of NTC, as applicable, of the Account, or upon the termination by Sponsor of any separate agreement with NTC or Nationwide Retirement Solutions, Inc. that relates to the services provided by NTC under this Agreement. The discontinuance of contributions to the Account shall not, by itself, terminate the Account.

NTC is authorized to reserve such sum of money as it may deem advisable for payment of its fees and expenses in connection with the settlement of the Account, and any balance of such reserve remaining after the payment of such fees and expenses shall be paid to the Successor by NTC.

#### **ARTICLE XVII — SUCCESSOR**

Upon resignation or removal of NTC, the Sponsor shall appoint a Successor and the Sponsor shall notify NTC of such appointment by Written Instructions with Signature. NTC shall transfer the assets of the Account, subject to any applicable fees as described in the Agreement to such Successor.

If either party has given notice of termination and upon the expiration of the advance notice period no party has accepted an appointment as Successor, NTC will have the right to commence an action in the nature of an interpleader (or other appropriate action) and seek to deposit the assets of the Account in a court of competent jurisdiction in Franklin County, Ohio, for administration until a Successor may be appointed and accepts the transfer of the assets. The Sponsor will be responsible for any costs incurred as a result of such action and/or transfer, as well as any expenses of NTC which are incurred in carrying out its duties under this Agreement in such a situation.

#### **ARTICLE XVIII — GOVERNING LAW**

The Account will be administered in the State of Ohio, and its validity, construction, and all rights hereunder shall be governed by the Code, Home Owners' Loan Act of 1933 and, to the extent not pre-empted, by the laws of California. All contributions to the Account shall be deemed to occur in Ohio.

#### **ARTICLE XIX — IDENTITY VERIFICATION NOTICE**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies certain persons or entities that open an account. When an account is opened, NTC may ask for the name, address and other information that will allow NTC to identify the entity or person that sponsors the Plan. NTC may also ask for a copy of identifying documents, such as a driver's license, government-issued business license, or other documents.



## **ARTICLE XX — RULES OF CONSTRUCTION**

The Agreement, together with all attached schedules and any applicable investment contracts shall constitute the entire Agreement. The Plan and this Agreement shall be read and construed together. By signing this Agreement, the Sponsor represents to NTC that the Plan conforms to and is consistent with the provisions of this Agreement. Should the Plan need to be amended to conform to the provisions of this Agreement, the Sponsor is responsible for such amendments. The terms of this Agreement shall prevail over terms of the Plan in cases of conflict.

## **ARTICLE XXI — WAIVER**

Failure of either party to insist upon strict compliance with any of the conditions of the Agreement shall not be construed as a waiver of any of such conditions, but the same shall remain in full force and effect. No waiver of any provision of the Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

## **ARTICLE XXII — REFERENCES**

Unless the context clearly indicates to the contrary, a reference to a statute, regulation, document, or provision shall be construed as referring to any subsequently enacted, adopted, or re-designated statute or regulation or executed counterpart.

## **ARTICLE XXIII — SEVERABILITY**

If any provision of the Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall continue to be effective.

## **ARTICLE XXIV — MUTUAL FUND DISCLOSURE**

The Sponsor acknowledges that Nationwide and its affiliates receive payments in connection with the sale and servicing of investments allocated to participant Plan accounts ("Investment Option Payments"). The Investment Option Payments include mutual fund service fee payments, which are described in detail at [www.nrsforu.com](http://www.nrsforu.com), and other payments received from investment option providers.



**Schedule of Investments  
("Investment Authorization")**

WHEREAS, NTC and the Sponsor have entered into an Agreement in which the assets of the Plan are to be held, invested and distributed; and

WHEREAS, the authority to select the Funding Vehicles under the Plan resides with the Sponsor; and

WHEREAS, NTC and Sponsor agree that NTC may act upon Written Instructions from the Sponsor;

NOW THEREFORE, the Sponsor authorizes NTC to establish an account for each Funding Vehicle set forth below

1. On the Effective Date, the Funding Vehicles in the Plan shall be:

- Small Cap Value II I1 (American Century SCV)
- Large Cap Value I1 (Putnam Equity Income R6)
- Fidelity 500 Index
- Fidelity Small Cap Index
- Small Cap Growth I1 (Victory RS SCG R6)
- International Growth II I1 (MFS Intl LCG)
- Large Cap Growth Fund I1 (ClearBridge LCG)
- Core Plus Bond I1 (PGIM Total Return R6)
- Nationwide Fixed Account
- BlackRock LifePath® Index Retire K
- BlackRock LifePath® Index 2025 K
- BlackRock LifePath® Index 2030 K
- BlackRock LifePath® Index 2035 K
- BlackRock LifePath® Index 2040 K
- BlackRock LifePath® Index 2045 K
- BlackRock LifePath® Index 2050 K

This Investment Authorization may be amended to include mutually agreeable Funding Vehicle(s) at any time via written instructions from the Sponsor or its designee to NTC.







**Trust for  
the City of Corona  
Post Employment Health Plan**

Effective March 9, 2021

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**TRUST AGREEMENT**  
**The Trust for the City of Corona**  
**Post Employment Health Plan**

This Trust Agreement ("Agreement") is made this 22<sup>nd</sup> day of February 2021 by and between the **City of Corona**, a duly organized body politic existing under the laws of the State of California and the grantor of this Trust or its successor (the "Employer") and Nationwide Trust Company, FSB (the "Trustee").

**WITNESSETH:**

**WHEREAS**, the Employer desires to establish the City of Corona Supervisors Association Post Employment Health Plan, the City of Corona General Employee Association Post Employment Health Plan, the City of Corona Police Association Post Employment Health Plan, the City of Corona Fire Association Post Employment Health Plan, and the City of Corona Management & Confidential (Non-Represented) Post Employment Health Plan (the "Plan" or "Plans"), a retiree only welfare benefit plan that provides post employment health benefits for its employees, some of whom are covered by collective bargaining agreements; and

**WHEREAS**, those benefits are to be funded through a trust (the "Trust") which is intended to qualify as a voluntary employees' beneficiary association within the meaning of Section 501(c)(9) of the Internal Revenue Code of 1986, as amended (the "Code"); and

**WHEREAS**, Nationwide Retirement Solutions, Incorporated, a Delaware corporation, the "Corporation" is designated as the Administrator of the Plan, and Nationwide Trust Company, FSB as Trustee; and

**WHEREAS**, the Trustee has agreed to hold and administer the money and property contributed to the Trust, and the earnings thereon, in accordance with the terms set forth in this Agreement; and

**WHEREAS**, the Employer intends that neither the contributions to the Trust, nor the earnings thereon, will be treated as unrelated business taxable income to the Trust under Sections 512(a)(3)(E) of the Code;

**NOW, THEREFORE**, the parties agree as follows:

**ARTICLE I**  
**DEFINITIONS**

The following terms as used in this Agreement have the meanings indicated below unless the context requires otherwise:

- 1.1. "Administrator" means the person or entity designated by the Plan as possessing authority to manage the operation and administration of the Plan in accordance with the Plan document adopted by the Employer. The Administrator shall be the Corporation unless and until the Corporation resigns or is removed by the Advisory Committee, as defined in Section 1.2, in accordance with the terms of the Plan.



- 1.2. "Advisory Committee" means a committee made up of representatives of the Employer and each participating Employee group, as determined by the Employer and the participating Employee(s) group. It shall not be the same individual representing both the Employer and Employee groups.
- 1.3. "Code" means the Internal Revenue Code of 1986, as amended and the regulations thereunder.
- 1.4. "Corporation" means Nationwide Retirement Solutions, Incorporated, its successors and assigns.
- 1.5. "Eligible Employee" means a current employee of the Employer who receives contributions under the Plan on his or her behalf.
- 1.6. "Employer" shall mean the City of Corona, California.
- 1.7. "Former Employee" means an Eligible Employee who severed employment with the Employer and has not been rehired by such Employer.
- 1.8. "Fund" means all money and assets held by the Trust, and all earnings and profits thereon, less the payments made therefrom in accordance with the terms of the Plan.
- 1.9. "Funding Vehicle(s)" means, as permitted by applicable law, one or more (i) group annuity contracts, (ii) mutual funds or other securities made available under the Agreement, (iii) securities held in self-directed brokerage accounts made available by NTC, if applicable, or (iv) any other investment vehicle(s) mutually acceptable to Trustee and Employer via an amendment to this Agreement or separate schedule.
- 1.10. "Participant" means a Former Employee, or such Former Employee's surviving spouse or dependents, as defined in Code Section 152, who has an account under the Plan or is eligible to receive reimbursements under the Plan,
- 1.11. "Participation Agreement" means an agreement between an Employer and the Administrator under which the Employer adopts the Plan on behalf of its Eligible Employees.
- 1.12. "Plan" or "Plans" means the City of Corona Supervisors Association Post Employment Health Plan, the City of Corona General Employee Association Post Employment Health Plan, the City of Corona Police Association Post Employment Health Plan, the City of Corona Fire Association Post Employment Health Plan, and the City of Corona Management & Confidential (Non-Represented) Post Employment Health Plan.
- 1.13. "Trust" means the City of Corona Post Employment Health Plan Trust, as set forth in this document.
- 1.14. "Valuation Date" means each day in which the New York Stock Exchange and the Corporation's home office are open for business.
- 1.15. "VEBA" means a voluntary employees' beneficiary association.
- 1.16. "Voting Process" means each Employee Advisory Committee representative's vote is multiplied by the number of Eligible Employees and Participants represented by that committee member and similarly the Employer Advisory Committee representative's vote is multiplied by the number of Eligible Employees and Participants associated with that Employer, for each plan participating in the relevant Trust.

## **ARTICLE II**

### **ESTABLISHMENT OF TRUST**

- 2.1. Name. This Trust shall be known as City of Corona Post Employment Health Plan Trust.
- 2.2. Establishment of Trust. The Employer hereby establishes with the Trustee a Trust consisting of such monies and assets acceptable to the Trustee as shall from time to time hereafter be paid or delivered to the Trustee by or on behalf of the Employer.



2.3. Purpose of Trust.

- a. The Fund shall be held by the Trustee in trust and dealt with in accordance with the provisions of this Agreement. This Trust is the funding medium of a VEBA within the meaning of Code Section 501(c)(9), and the Fund shall be used solely for, and not diverted from, the exclusive purposes of providing benefits qualifying under Code Section 501(c)(9) to Participants and defraying reasonable expenses of administering the Plan and the Fund. Although the Trust shall fund the benefits under the Plan, the Trust may later fund other benefits which are permissible under Code Section 501(c)(9).
- b. Notwithstanding Section 2.3(a) hereof, the Trustee shall return contributions if the Plan permits the return of contributions under one of the following circumstances: (i) the contribution is made by a mistake of fact; (ii) the Internal Revenue Service (hereinafter "IRS") determines that the Trust is not tax exempt pursuant to Code Section 501(a); or (iii) the IRS determines that the Trust has unrelated business taxable income pursuant to Code Section 512(a)(3)(E).

Any contribution that is made by a mistake of fact shall be returned within one year from the date it was paid to the Trustee and not at any time thereafter. If the IRS determines that: (i) the Trust is not tax exempt pursuant to Code Section 501(a), or (ii) the Trust has unrelated business taxable income pursuant to Code Section 512(a)(3)(E), all contributions made to the Trust in the year for which such determination is made shall be returned within one year after the date that the IRS so determines, and not at any time thereafter. All contributions to the Trust are conditioned upon the contributions not being treated as unrelated business taxable income of the Trust pursuant to Code Section 512(a)(3)(E) and upon the tax-exempt status of the Trust pursuant to Code Section 501(a).

- 2.4. Tax Qualification Amendments. Upon execution of this Agreement, the Trustee shall proceed to make application to the IRS for a favorable ruling as to the tax-exempt status of the Trust pursuant to Code Section 501(a). Amendments may be made to this Agreement retroactively to the effective date of this Agreement, in accordance with the terms of this Agreement, if such amendments are deemed advisable in order to secure the favorable tax ruling.

- 2.5. Expenses of Trust. The Trustee shall pay expenses of the Trust directly from the Fund. It is expressly agreed that expenses of the Trust will include any and all amounts paid by the Trustee under any agreement with a bank or financial institution relating to the maintenance of a lockbox and the providing of lockbox services.

- 2.6. Compensation of Trustee. The Trustee shall receive compensation for its services as trustee in accordance with the schedule agreed upon from time to time between the Administrator and the Trustee.

2.7. Taxes.

- a. All taxes that may be levied or assessed upon or in respect of the Fund shall be paid from the Fund unless they are paid by the Administrator. The Trustee shall promptly notify the Administrator of any proposed or final assessments of taxes. Within fifteen (15) days after receiving the above notice from the Trustee, the Administrator shall notify the Trustee in writing that (i) the Trustee shall contest the validity of such taxes in any manner deemed appropriate by the Administrator; or (ii) the Administrator itself will contest the validity of any such taxes, and the Trustee shall have no responsibility or liability respecting such contests; provided that whichever party to this Agreement contests any proposed levy or assessment of tax, the other party shall provide such information and cooperation as the party conducting the contest shall reasonably request. The Trustee may assume that any proposed or final assessment of taxes are lawfully



levied or assessed if the Administrator fails to advise it in writing to the contrary within fifteen (15) days after the Administrator receives the above notice from the Trustee.

- b. If upon the written request of the Administrator, the Trustee shall contest the validity of any such taxes, all costs and expenses thereof shall be deemed to be an expense of the Fund. However, notwithstanding the foregoing, the Trust shall indemnify the Trustee and hold the Trustee harmless from any liability incurred by it with respect to contesting any such taxes at the written request of the Administrator.

- 2.8. Consistency of Interpretation. The parties intend that this Agreement comply with Code Sections 501(c)(9) and 512(a)(3)(E) and this Agreement shall be interpreted consistently with these Code Sections.

### **ARTICLE III**

#### **DUTIES OF THE TRUSTEE**

The Trustee shall have only those duties specifically assumed by it in this Agreement. The Trustee shall supervise the general operations of the Fund and shall conduct the business and activities of the Trust in accordance with this Trust Agreement and applicable law. Except as otherwise provided herein, the Trustee shall hold, manage and protect the Fund and collect the income therefrom and contributions thereto. The Trustee shall be responsible only for the money and property received by it hereunder. The Trustee from time to time shall make payments or distributions from the Fund to such persons, in such manner, and in such amounts as the Administrator, or its agents designated in writing from time to time, shall direct. The Trustee shall have no responsibility to administer or interpret the Plan, to compute any amount to be paid to it by the Employer, to bring any action or proceeding to enforce payment of any contributions to the Fund, or to see that the Fund is adequate to meet liabilities under the Plan.

The parties to the Agreement acknowledge and agree that all such assets are held in the Trust on behalf of and at the risk of Plan Participants and Eligible Employees and any losses shall be borne solely by the Plan Participants and Eligible Employees thereunder. The Trustee shall have no discretion whatsoever with respect to the management, disposition or investment of the assets held in this Trust.

### **ARTICLE IV**

#### **ADMINISTRATION**

The Administrator from time to time shall furnish the Trustee with the names and specimen signatures of its employees who are authorized to act for it as Administrator and shall promptly notify the Trustee of any changes thereof. Until notified to the contrary, the Trustee shall be fully protected in relying upon the most recent list of names of authorized employees furnished to it by the Administrator.

### **ARTICLE V**

#### **FUNDING OPTIONS**

With respect to the Fund maintained pursuant to this Agreement, the Employer will contribute amounts to the Trust pursuant to the terms and conditions of the Plan Document and Participation Agreement, in order to provide for the payment of benefits under the Plan. The Administrator and Employer may from time to time change the funding options, consistent with the objectives of the Plan and applicable law, by a mutually agreeable method (which method could include amending the Participation Agreement and/or updating the PEHP Employer Data Sheet or written funding agreement). With each contribution, the Employer will



provide the Administrator with a contribution report indicating the amount to be allocated on behalf of each employee for whom a contribution is made for post employment health benefits under the Plan. The Administrator and Trustee may assume the contributions paid over to the Trustee by Employer are correct. Employer contributions to the Trust shall be paid in accordance with procedures established by the Administrator and the Trustee. The Administrator or its designee shall record the contributions and reconcile the Employer's contribution reports. The Administrator shall instruct the Trustee to transfer the contributions received in good order to the Trust account upon completion of such recording and reconciliation. Contributions that accrue income or share in investment gains prior to the transfer to the Trust's investment account shall do so only for the sole benefit of Eligible Employees of the VEBA Trust. Good order is defined as the reconciliation of contribution data and funds remitted by the Employer. An Employer shall have the obligation to notify its Employees if it is not making contributions as required.

## **ARTICLE VI**

### **INVESTMENTS**

#### **6.1. General Investment Authorization.**

- a. All amounts contributed to the Fund shall be invested in the Funding Vehicles as authorized under this Agreement and listed on the Schedule of Investments. The Trustee shall have no investment management responsibility or liability with respect to the Fund or any other assets held under the Plan. The Employer, or other party designated under the Plan, shall have full responsibility for the selection of the Funding Vehicle(s) and the management, disposition, and investment of assets of the Fund. The Trustee shall comply with written instructions concerning those assets, subject to restrictions, if any, imposed by the Funding Vehicle(s) and the operation of any securities markets. Except to the extent required by applicable law or otherwise provided in this Agreement, the Trustee shall have no duty to review, initiate action, or make recommendations regarding the Fund or its investments.
- b. The initial amounts contributed shall be invested in a default investment fund as established by the Employer from the Funding Vehicles listed on the Schedule of Investments, unless the Eligible Employee or Participant directs the Administrator otherwise in writing. Unless otherwise directed by an Employer, the Eligible Employees or Participants shall have the opportunity to invest their account balances (and any future contributions to their accounts) in more aggressive Funding Vehicle options.
- c. To the extent the current funding options are no longer used for the Trust's investments pursuant to Section 11.1 and Section 11.2 hereunder, the Fund shall be invested and reinvested, without distinction between principal and income, in such government and fixed income securities that carry a rating of A or better by any established securities rating service.
- d. The Administrator from time to time shall communicate to the Trustee the investment objectives of the Fund and the Plan's short and long run financial and liquidity needs.

#### **6.2. Investments in Securities of the Administrator, Trustee, and Employer.** Should any part of the Fund be invested directly in securities or bonds of the Administrator, the Trustee, or the Employer, Trustee and Employer shall ensure that applicable Funding Vehicles do not violate general trust principles applicable to VEBA's or create a prohibited transaction.



**ARTICLE VII**  
**POWERS OF TRUSTEE**

- 7.1. General Administrative Responsibilities and Powers. The Trustee is authorized and empowered to take any action set forth below with respect to the Trust:
- a. to accept instructions from the Employer or Administrator regarding the allocation, distribution or other disposition of the Trust and all matters relating thereto;
  - b. to accept written instructions from the Employer or Administrator regarding the disposition of the assets of the Trust;
  - c. to cause any portion or all of the Trust to be issued, held, or registered in the individual name of the Trustee, in the name of its nominee, in an affiliated securities depository, or in such other form as may be required or permitted under applicable law or to be held in the name of another Trustee (however, the records of the Trustee shall indicate the true ownership of such property);
  - d. to employ such agents and counsel, including legal counsel, as the Trustee determines reasonably necessary in managing and protecting the assets of the Trust, in handling controversies under any section of this Agreement, or in defending itself successfully and to pay such agents and counsel compensation out of the Trust unless such compensation is otherwise paid;
  - e. to commence, maintain, or defend any litigation necessary in connection with the administration of the Trust, except that the Trustee shall not be obligated to do so unless it has been indemnified to its satisfaction against all expenses and liabilities sustained or anticipated by reason thereof;
  - f. to hold part or all the Trust uninvested as may be necessary or appropriate;
  - g. to forward to the Advisory Committee, for exercise, all proxies solicited; to vote, on behalf of the Trust and in accordance with the instructions provided by the Advisory Committee, all proxies that are returned by the Advisory Committee; and to abstain from voting proxies that are not returned by the Advisory Committee;
  - h. to execute any documents necessary for the proper investment of the Trust assets into applicable Funding Vehicle options; and
  - i. to do all other acts necessary or desirable for the proper administration of the Trust.
- 7.2. Investment Responsibility of Trustee. The Trustee shall have no investment management responsibility with respect to the Trust or any other assets held under the Trust, including, but not limited to, the selection of the investment options for the Fund. Payments made by the Employer to the Trustee or received by the Trustee from any other source shall be allocated in accordance with written instructions received from the Employer or Administrator.

The Advisory Committee or the Employer shall have all power over and responsibility for the selection of investment vehicles and the management, disposition, and investment of assets of the Trust, including, but not limited to, the selection of investment options. The Trustee shall comply with written instructions concerning those assets, subject to restrictions, if any, imposed by the investment options and the operation of any securities markets. No party shall issue, and the Trustee shall have no obligation to comply with, directions that violate the terms of the Plan or this Agreement. Except as provided in this Agreement, the Trustee shall have no duty or responsibility to review, initiate action, or make recommendations regarding the Trust and shall retain assets until directed in written instructions to dispose of them.

The Trustee shall not be liable for any loss which results from exercise of investment decisions made by the Advisory Committee, the Employer, or Eligible Employees or Participants. If a Participant or



Eligible Employee who has investment authority under the terms of the Plan fails to provide directions, the Employer, or its designee, shall direct the investment of the Participant or Eligible Employee's account.

The Trustee shall have no duty or responsibility to review or make recommendations regarding investments made at the direction of the Advisory Committee, the Employer, Plan Participant or Eligible Employee and shall be required to act only upon receipt of proper written instructions or the direction of the Participant or Eligible Employee in the manner designated by the Trustee.

No one providing investment advice to the Plan, the Employer, Participant, Eligible Employee or other party is acting as an agent of the Trustee for such purpose. Any party who is an agent of the Trustee in any other capacity will be treated as the agent of the Plan, the Employer, Participant, Eligible Employee or other party to whom such investment advice is provided, when providing such advisory services.

- 7.3. Rights of Trustee in Investment Options of the Fund. The Trustee shall exercise all rights and privileges granted under the investment options of the Fund, as directed by the Advisory Committee, Administrator, or other party designated under the Plan. The Trustee shall have no discretion in the exercise of such rights and privileges and, consequently, shall have no responsibility for any action taken by it under the investment options for its failure to take such action.

Any decisions concerning the purchase, retention, or termination of a Plan's investment in the investment options shall be made only by the Advisory Committee or other party designated under the Plan. In no case will the Trustee have any responsibility for such decisions. The Trustee, upon receipt of written instructions from the Advisory Committee or Administrator, will process requests for disbursements and withdrawals. Any notice of termination of participation under an investment option shall require the written instructions to the Trustee.

The foregoing authority of the Advisory Committee or the Administrator to act and to direct the Trustee to act under the investment options shall neither preclude nor interfere with the exercise by the Trustee of its rights and responsibilities under this Agreement. Accordingly, the Trustee shall be entitled at all times, without limitation, to deduct from the assets of the Trust any amount which becomes payable pursuant to Section 2.5, Section 2.6, Section 2.7, Section 10.3 or Section 12.2(b) of this Agreement, as specified in such sections.

## **ARTICLE VIII**

### **LIABILITY AND IMMUNITIES OF THE TRUSTEE**

- 8.1. Contributions. The Trustee shall not be responsible for computing or collecting contributions due under the Plan.
- 8.2. Claims Limited to the Fund. The Trustee in its corporate capacity shall not be liable for claims of any persons in any matter regarding the Plan; such claims shall be limited to the Fund. The Trustee shall not be liable to make distributions or payments of any kind unless sufficient funds are available in the Fund. The Trustee shall be responsible only for such money and other assets as are received by it as Trustee under this Agreement.
- 8.3. Retention of Advisors. The Trustee may consult with legal counsel and other professional advisors with respect to the meaning and construction of this Agreement or its powers, obligations, and conduct hereunder. The Trustee shall not be liable for the consequences of and shall be fully protected in reasonably acting pursuant to or reasonably relying upon, the advice of such legal counsel or advisors.



- 8.4. Qualification of Trust. The Trustee shall be fully protected in assuming that the Trust is tax exempt pursuant to Code Section 501(a), unless it is advised to the contrary in writing by a governmental agency.
- 8.5. General Immunities of Trustee. Except for its own negligence, willful misconduct, or breach of fiduciary duty, neither the Trustee nor any of its officers, directors, or employees, nor any agent or of counsel for any of the foregoing, shall be liable to anyone at any time interested in the Plan, the Trust, or the Fund, for any act or omission in the administration of this Agreement.
- 8.6. Reliance on Instructions. The Trustee shall not be liable for any action reasonably taken or omitted in compliance with any written instruction, certification or other instrument purported to have been executed by or on behalf of the Administrator. The Trust will indemnify the Trustee and hold it harmless from any liability incurred by it with respect to any such action or omission. At any time the Trustee is in doubt concerning the course it should follow under this Agreement, it may request the Administrator to advise it, may withhold any action or omission until receiving advice in writing from the Administrator, and may rely upon any such advice or instructions from the Administrator in such matter. The Trustee may rely upon any written instrument purporting to be genuine and to have been presented and signed by the proper party or parties.
- 8.7. Written Communications. All notices, requests, certifications and other communications hereunder shall be in writing (which under Section 8.8 may include an electronic communication) and shall be deemed to have been duly given when delivered by hand or mailed, certified or registered mail, with first-class postage paid, return receipt requested (a) if to the Trustee, to Nationwide Trust Company, 10 West Nationwide Blvd. (05-02-104G), Columbus, Ohio 43215 or to such other person or address as the Trustee shall specify in writing to the Association; and (b) if to the Administrator, to Nationwide Retirement Solutions, Attention: PEHP Administration, 10 West Nationwide Blvd. (05-04- 101A), Columbus, OH 43215 or to such other address as the Administrator shall specify in writing to the Trustee.
- 8.8. Form of Written Communications. Written communications may take the form of a letter, electronic communication through an on-line communication system or a facsimile transmission in a format acceptable to Nationwide and to the extent that the written communication format is permissible under the code.
- 8.9. Proof of Matters. Whenever the Trustee shall deem it desirable for matter to be proved or established before taking, permitting, or omitting any act, the matter (unless other evidence in respect thereof is specifically prescribed in this Agreement) may be deemed to be conclusively established by a certification of the Administrator delivered to the Trustee, and the Trustee shall be fully protected in relying on such an instrument.
- 8.10. Disputes. If a dispute arises as to the payment of any funds or delivery of any assets by the Trustee, the Trustee may withhold such payment or delivery until the dispute is finally settled consistent with the terms of Section 14.8.

## ARTICLE IX

### ACCOUNTING OF THE TRUSTEE

- 9.1. Keeping of Accounts. The Trustee, or its designee, shall keep accurate and detailed records of all its transactions under this Agreement. These records shall be open to inspection during regular business hours of the Trustee by any person or persons designated by the Administrator in a written instrument filed with the Trustee.



- 9.2. Rendering of Accounts. Within ninety (90) days after (a) the close of each calendar year, (b) the Trustee's removal or resignation as trustee hereunder, or (c) the termination in whole or in part of the Plan or this Agreement, the Trustee, or its designee, shall make available to the Administrator an account setting forth all its transactions (including all receipts and disbursements) under this Agreement during such year, or during the period from the close of the last preceding fiscal year of the Trust to the effective date of its removal or resignation or the termination of the Plan or this Agreement, and showing all assets held by it hereunder at the end of such accounting period. The fiscal year of the Trust shall be a calendar year. The Administrator and the Trustee may agree in writing that similar accounts will be prepared and filed with the Employer at more frequent intervals.
- 9.3. Discharge of Trustee. Ninety (90) days after any account is made available to the Administrator under Section 9.2 hereof, the Trustee shall be forever released and discharged from any liability or accountability to anyone with respect to the transactions shown or reflected on the account, except with respect to any acts or transactions as to which the Administrator files written objections with the Trustee within such 90-day period. The written approval of the Administrator of any account filed by the Trustee, or the Administrator's failure to file written objections within ninety (90) days, shall be a settlement of such account as against the Administrator and Employer and shall forever release and discharge the Trustee from any liability or accountability to such entities with respect to the transactions shown or reflected on such account.
- If a statement of objections is filed by the Administrator, and if the Administrator is satisfied that its objections should be withdrawn or the account is adjusted to its satisfaction, the Administrator shall indicate its approval of the account in a written statement filed with the Trustee, and the Trustee shall be forever released and discharged from all liability and accountability to the Administrator and Employer in accordance with the immediately preceding sentence. If an objection is not settled by the Administrator and the Trustee, the Trustee may start a proceeding for judicial settlement of the account in any court of competent jurisdiction, and the only parties that need be joined in such a proceeding are the Trustee, the Administrator, the Employer and such other parties whose participation is required by law.
- 9.4. Right to Judicial Settlement. Nothing in this Agreement shall prevent the Trustee from having its accounts settled by a court of competent jurisdiction at any time. The only parties that need be joined in any such proceeding are the Trustee, the Administrator, the Employer, and such parties whose participation is required by law.

## ARTICLE X

### REMOVAL AND RESIGNATION OF THE TRUSTEE

- 10.1. Removal or Resignation. The Trustee may resign as trustee under this Agreement at any time by a written instrument delivered to the Employer and to the Administrator giving a ninety (90) day advance notice of such resignation, and may be removed at any time by the Advisory Committee or Administrator upon thirty (30) days advance written notice to the Trustee. Nationwide Trust Company, FSB shall automatically resign as Trustee immediately upon termination of Nationwide Retirement Solutions as Administrator. If within ninety (90) days after notice of resignation or removal of the Trustee, the Advisory Committee has not designated a successor Trustee, the Trustee may apply to any court of competent jurisdiction for the appointment of a successor Trustee.
- 10.2. Successor Trustee. If a vacancy in the office of trustee of the Trust occurs, the Advisory Committee shall appoint a successor Trustee which shall be a bank as defined in Section 3(a)(2) of the Securities Act of 1933. The Advisory Committee shall deliver to the Trustee copies of (a) a written instrument executed by the Advisory Committee appointing such successor, and (b) written instrument executed



by the successor in which it accepts such appointment. Such instruments shall indicate their effective date. Any such successor trustee shall have all the powers and duties of the original trustee.

- 10.3. Delivery of Fund. If the Trustee resigns or is removed, it shall deliver any assets of the Fund in its possession to a successor trustee as soon as is reasonably practicable after the settlement of its account or at such earlier time as shall be agreed on by the Administrator, the Trustee, and the successor trustee. The Trustee may, however, reserve such sum of money as it deems advisable for payment of its fees and expenses in connection with its administration of the Trust or the settlement of its account or for payment of all taxes that may be assessed on or in respect of the Fund or the income thereof for the period before its removal or resignation. The Administrator may require the Trustee to bill the Administrator, rather than withdraw funds from the Trust to satisfy the Trustee's obligations. The Trustee shall pay over to the successor trustee any balance of such reserve remaining after the payment of such fees, expenses, and taxes. The delivery of assets of the Fund to the successor trustee shall not be deemed a waiver by the Trustee of any lien or claim it may have on the Fund for its fees or expenses. When the Fund has been transferred and delivered to the successor trustee and the accounts of the Trustee have been settled as provided in Article IX hereof, the Trustee shall be released and discharged as to the Participant, and the Employer from all further accountability or liability for the Fund as set forth in this Agreement and shall not be responsible in any way for the further disposition of the Fund or any part thereof.

## ARTICLE XI

### CHANGE IN INVESTMENT OPTIONS

- 11.1. Request for Different Investment Option, Change Proposed by Administrator. Subject to the approval of the Advisory Committee as described below, the Administrator may propose investment options different than those currently selected. The Administrator shall provide thirty (30) days advance notice to the Advisory Committee that it proposes a change in the investment option utilized by the Trust.

If the Advisory Committee, pursuant to the Voting Process, objects to the proposed change in investment option in writing to the Administrator within thirty (30) days after the date of the Administrator's notification mailing, then the change in investment option shall not become effective. If there is not sufficient objection, the Advisory Committee has thereby approved the change; the Administrator shall direct the assets to be invested in the new investment option.

- 11.2. Request for Different Investment Option, Change Proposed by Advisory Committee. If the Advisory Committee requests in writing to the Administrator a change in the investment option utilized by the Trust, the Administrator, or its designee, shall conduct an evaluation of the proposed investment option(s). If determined acceptable and pending agreement by the relevant mutual fund house to have the fund added to the Trust as an investment option, the Administrator shall notify the Employer of such request. If the Advisory Committee provides its written agreement to the Administrator within thirty (30) days that the change in investment options be made, the Administrator and Trustee shall cause such change to be made within a reasonable time period after receiving the majority's approval.

- 11.3. Mutual Funds Service Fee Payment Disclosure. Nationwide Financial Services, Inc.'s life insurance and trust company subsidiaries (collectively referred to as the "Nationwide companies") offer various product menu platforms to group retirement plan customers depending on a variety of quantitative and qualitative factors relating to the Mutual Funds through the Nationwide Group Retirement Series, which include the Funding Vehicles offered in connection with PEHP.

Certain mutual funds or their affiliates make payments to the Nationwide companies (the "payments"). The amount of these payments is typically based on an agreed-upon percentage of assets times the amount of the assets that the Accounts invest in the mutual funds, but in some cases may involve a per participant fee or a combination of asset-based fee and per participant fee. These payments may



be used for any corporate purpose, which includes reducing the price of the retirement products, paying expenses that the Nationwide companies incur in promoting, marketing, and administering the retirement products, and achieving a profit. As a result, changes in investment options, directed by the Advisory Committee may impact the pricing of this offering.

## ARTICLE XII

### AMENDMENT AND TERMINATION

- 12.1. Amendment. This Agreement may be amended in such manner as may be necessary or advisable in order to qualify or retain the Trust as a VEBA in accordance with Code Section 501(c)(9) and by a written instrument signed by the Trustee and the Administrator. Any such amendment may, by its terms, be retroactive. Subject to a veto right described below, this Agreement may be amended in any other manner at any time by a written instrument signed by the Trustee and the Administrator provided the Administrator gives thirty (30) days' notice to the Advisory Committee and the Employer. If the Advisory Committee objects to such amendment in writing to the Administrator within thirty (30) days after the date of the Administrator's notification mailing, then the amendment shall not become effective. If there is not sufficient objection, the amendment shall take effect as set forth in the amendment. The Administrator shall certify to the Trustee that the amendment does not permit any part of the Fund to be used for or diverted to purposes other than the exclusive benefit of Participants and Eligible Employees or the payment of reasonable expenses of administering the Plan and Trust. The instrument of amendment shall specify its effective date and amendments may be made effective retroactively.
- 12.2. Termination. The Trust shall continue until all liabilities under the Plan to Participants have been satisfied or the Administrator certifies to the Trustee that Plan benefits will no longer be provided through this Trust (e.g. the Administrator reasonably determines that it is no longer administratively cost effective for the Trust to continue).
- a. Termination Before All Liabilities Are Satisfied. If the Administrator certifies to the Trustee that Plan benefits will no longer be provided through this Trust, the Trustee shall dispose of the Fund in accordance with the Administrator's written instructions, subject to the Trustee's right to receive a written or judicial settlement of its account. Such instruction shall be in writing and shall state that the disposition directed (i) does not, prior to the satisfaction of all liabilities under the Plan to Participants, result in any part of the Fund being used for or diverted to purposes other than the exclusive benefit of Participants and the payment of reasonable expenses of administering the Trust, and (ii) is in accordance with Code Section 501(c)(9) and other applicable laws.
- b. Termination After All Liabilities Are Satisfied and Assets Remain in Trust. If there is an amount remaining in the Fund and the Administrator certifies to the Trustee that the Plan is terminated and all Plan liabilities have been satisfied, the Trustee shall then, upon the written instructions of the Administrator, distribute such amounts to one or more trusts or other entities established or maintained by the Employer in proportion to the accounts (as defined in the Plan) of Participants and Eligible Employees as of the date twelve (12) months prior to the date all liabilities had been satisfied. The Administrator shall certify to the Trustee that such trust or entity shall provide life, sick, accident, or other benefits that are properly payable from a trust that is established for the purposes of Code Section 501(c)(9). No amounts shall revert to the Employer in contravention of Code Section 501(c)(9). The Trustee may, however, subject to the approval of the Administrator, reserve such sum of money as it deems is necessary for payment of its fees and expenses in connection with its administration of the Trust or the settlement of its account or for payment of taxes that may be assessed on or in respect of the Fund or the income thereof.



## ARTICLE XIII

### ADVISORY COMMITTEE

- 13.1. Appointment of Advisory Committee. Each participating group shall appoint one employee representative and one employer representative to an Advisory Committee for the Trust. The employee representative on the Advisory Committee shall be selected by the Employees for the affected group, and the employer representative shall be appointed by the Employer for the affected group. Each Advisory Committee member shall serve from the effective date of appointment until the earlier of his or her death, incapacity, disqualification by law, resignation or removal. Removal and appointment of a successor Advisory Committee member shall be made by the Employees or Employer of the affected group which appointed the member or its successor. An appointment to the Advisory Committee shall become effective by filing a written appointment signed by the appointing entity with the Administrator. For the employee representative, the appointment shall be evidenced by the signing of a majority of the Employees subject to the Plan by their respective Employer or by such other evidence which the Administrator shall determine to be acceptable.

The purpose of the Advisory Committee is to serve as a representative of the participating or affected groups for purposes of communications concerning the Administrator and Trustee on the Trust's operations and administration. The Advisory Committee shall have no responsibility with respect to the operation and administration of the Trust or the Plan, except that where the Trust or Plan provides for notifications to the Advisory Committee representatives participating under the Trust, notification to the Advisory Committee members shall constitute such notification. In addition, any approval or veto rights which employee representatives or Employer may have concerning Plan or Trust changes, or operations may be exercised by the Advisory Committee.

- 13.2. Authority of Advisory Committee to Remove the Administrator. A majority of the Advisory Committee, acting jointly through the Voting Process, may remove the Administrator without cause during the last month of each Plan Year. If, within sixty (60) days after notice of resignation or removal of the Administrator, the Advisory Committee representatives have not designated a successor Administrator, the Administrator may apply to any court of competent jurisdiction for the appointment of a successor Administrator.

## ARTICLE XIV

### MISCELLANEOUS

- 14.1. Merger of Trustee. Any corporation into which the Trustee is merged or with which it is consolidated, or any corporation resulting from a merger, reorganization, or consolidation to which the Trustee is a party, or any corporation to which all or substantially all of the Trust business or the Trustee is transferred shall become the successor trustee under this Agreement without the execution or filing of any further instrument or the performance of any further act.
- 14.2. Employer. The Employer that adopts the Plan prior to or after the effective date of this Agreement shall be bound by this Agreement without further act on its part upon execution of the Participation Agreement. The Employer shall be bound by all the terms and conditions of the Plan and of this Agreement, as then in effect and as it may thereafter be amended. The Administrator shall have the sole authority to enforce this Agreement on behalf of the Employer, and the Trustee need not deal with the Employer, except by dealing with the Administrator as the agent of the Employer for the purposes of giving or receiving notices, instructions, directions and other communications to or from the Trustee and approving the accounts of the Trustee. The Trustee shall invest and administer the Fund as a single fund for investment and accounting purposes without identification or allocation to any Participants or Eligible Employees, unless the Trustee and the Administrator agree in writing to segregate funds.



- 14.3. Alienation of Fund. No right or claim in or to the Fund or any assets thereof shall be assignable or subject to garnishment, attachment, execution, or levy of any kind; any attempt to transfer, assign, or pledge the same shall be void and shall not be recognized by the Trustee except to such extent as may be legally required.
- 14.4. Applicable Law. The Trust will be administered in the State of Ohio, and its validity, construction, and all rights hereunder shall be governed by the Code, the Home Owners' Loan Act of 1933 and, to the extent not pre-empted, by the laws of the State of California. All contributions to the Trust shall be deemed to occur in Ohio.
- 14.5. Headings Not Part of the Agreement. Headings of Articles and Sections are inserted for convenience of reference. They are not part of this Agreement and shall not be considered in construing it.
- 14.6. Multiple Copies. This Agreement may be executed in any number of counterparts, each of which shall be considered an original even though no others are produced.
- 14.7. No Third-Party Benefit. This Agreement is intended for the exclusive benefit of the parties to this Agreement, the Plan, the Participants and Eligible Employees in the Plan, and their respective successors and assigns, and nothing contained in this Agreement shall be construed as creating any rights or benefits in or to any other party.
- 14.8. Dispute Resolution and Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach of the same, shall be settled through consultation and negotiation in good faith and a spirit of mutual cooperation. However, if those attempts fail, the parties agree that any misunderstandings or disputes arising from this Agreement shall be decided by arbitration in Columbus, Ohio which shall be conducted, upon request by either party, before three (3) arbitrators (unless both parties agree on one (1) arbitrator) designated by the American Arbitration Association (the "AAA"), in accordance with the terms of the Commercial Arbitration Rules of the AAA and, to the maximum extent applicable, the United States Arbitration Act (Title 9 of the United States Code), or if such act is not applicable, any substantially equivalent state law. The parties further agree that the arbitrator(s) will decide which party must bear the expense of the arbitration proceedings.

**IN WITNESS WHEREOF**, the Employer and the Trustee have caused this Agreement to be executed by their duly authorized officers and their respective seals to be hereunto affixed and attested, effective as of the day and year first above written.

**CITY OF CORONA, CALIFORNIA**

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

Title: \_\_\_\_\_

**NATIONWIDE TRUST COMPANY, FSB**

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

Title: \_\_\_\_\_



**Schedule of Investments**  
**(“Investment Authorization”)**

WHEREAS, Trustee and the Employer have entered into an Agreement in which the assets of the Plan are to be held, invested and distributed; and

WHEREAS, the authority to select the Funding Vehicles under the Plan resides with the Employer; and

WHEREAS, the Trustee and Employer agree that the Trustee may act upon written instructions from the Employer;

NOW THEREFORE, the Employer authorizes the Trustee to establish an account for each Funding Vehicle set forth below:

1. On the effective date of this Agreement, the Funding Vehicles in the Plan shall be:

- Putnam Large Cap Value R6
- Fidelity 500 Index
- ClearBridge Large Cap Growth IS
- Default into BlackRock LifePath Index
- Vanguard Mid Cap Index Admiral
- American Century Small Cap Value R6
- Fidelity Small Cap Index
- Victory RS Small Cap Growth R6
- MFS International Growth R6
- PGIM Total Return Bond R6
- Nationwide Fixed Account
- BlackRock LifePath® Index Retire K
- BlackRock LifePath® Index 2025 K
- BlackRock LifePath® Index 2030 K
- BlackRock LifePath® Index 2035 K
- BlackRock LifePath® Index 2040 K
- BlackRock LifePath® Index 2045 K
- BlackRock LifePath® Index 2050 K
- BlackRock LifePath® Index 2055 K
- BlackRock LifePath® Index 2060 K

This Investment Authorization may be amended to include mutually agreeable Funding Vehicle(s) at any time via written instructions from the Employer or its designee to the Trustee.



**ADMINISTRATIVE SERVICES AGREEMENT  
FOR THE GOVERNMENTAL 457(b) DEFERRED COMPENSATION PLAN OF  
CITY OF CORONA, CALIFORNIA**

This Administrative Services Agreement (“Agreement”) is effective as of the date of the last signature below (the “Effective Date”) by and between Nationwide Retirement Solutions, Inc., a Delaware corporation (“Nationwide”) and an affiliate and subsidiary of Nationwide Financial Services, Inc. and the City of Corona, California, the Plan Sponsor (hereinafter “Plan Sponsor”).

**WHEREAS**, Plan Sponsor, pursuant to and in compliance with the Internal Revenue Code of 1986, as amended (“Code”), established and sponsors the City of Corona 457(b) Deferred Compensation Plan (“Plan”), a Section 457(b) Plan;

**WHEREAS**, Plan Sponsor desires to have Nationwide perform the non-discretionary recordkeeping and administrative services described in this Agreement for the Plan (“Administrative Services”); and

**WHEREAS**, Nationwide desires to provide such Administrative Services subject to the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, Nationwide and Plan Sponsor desire to enter into this Agreement and abide by the terms therein.

**1. DESIGNATION**

- a. Plan Sponsor designates Nationwide as a non-fiduciary, non-discretionary provider of Administrative Services for the Plan in accordance with the terms of this Agreement.
- b. Plan Sponsor represents that the selection and designation of Nationwide complies with any procurement statutes applicable to Plan Sponsor.
- c. Any duties or services not specifically described herein or delegated in the Plan’s document as being provided by Nationwide are the responsibility of Plan Sponsor.
- d. Services in addition to those in this Agreement or delegated in the Plan’s document may be added by mutual agreement of Nationwide and Plan Sponsor.

**2. ELIGIBLE EMPLOYER**

Plan Sponsor has determined that it is an “eligible employer” as that term is defined in Code Section 457(e)(1)(A).

**3. TERM**

- a. The initial term of this Agreement is five years from the Effective Date, unless terminated earlier in accordance with Section 21.



- b. Plan Sponsor may renew this Agreement for up to two additional one-year periods. Each renewal is based on the existing terms, conditions, Nationwide's performance, pricing, and Plan Sponsor's fiscal year funding availability, as evidenced by formal written approval of the Plan Sponsor and Nationwide.
- c. If at the expiration of the initial term or renewal periods Plan Sponsor has not provided Nationwide with instructions for the transfer of administration of the Plan, this Agreement will convert to an "evergreen" agreement and will remain in effect until terminated in accordance with Section 21.

#### **4. GENERAL**

- a. Plan Sponsor adopts Nationwide's established policies and procedures with respect to the administration of 457(b) plans on its administrative system. Nationwide and Plan Sponsor shall mutually agree to any procedures which require customization, *e.g.*, loan procedures.
- b. Plan Sponsor acknowledges and agrees that Nationwide is not responsible for monitoring deferrals to other Section 457, 403(b), 401(a), and/or 414(h) plans, or any defined benefit plans referenced by the Code.
- c. Plan Sponsor acknowledges and agrees that Nationwide is not responsible for monitoring inter-plan coordination between the Plan administered by Nationwide and any other Section 457 plan which Plan Sponsor may have.
- d. This Agreement does not require, nor will this Agreement be construed as requiring, Nationwide to exercise any discretionary control or authority over the Plan or the assets of the Plan.
- e. This Agreement does not require, nor shall this Agreement be construed as requiring, Nationwide to provide investment, legal, or tax advice to Plan Sponsor or to Plan participants.

#### **5. PLAN SPONSOR RESPONSIBILITIES**

- a. Plan Sponsor is responsible for timely providing all information that Plan Sponsor and Nationwide mutually agree is necessary for Nationwide to perform the Administrative Services under this Agreement.
- b. Plan Sponsor is responsible for timely providing updated information regarding Plan participants.
- c. Plan Sponsor is responsible for ensuring that the provided information is accurate and complete. Nationwide is entitled to rely exclusively on the information provided by the Plan Sponsor or the Plan Sponsor's advisors, whether oral or in writing, and will have no responsibility to independently verify the accuracy of that information.
- d. Plan Sponsor acknowledges that inaccurate or late information could result in tax penalties, participant/beneficiary legal claims, or both. Nationwide assumes no responsibility for, and will not have any liability for, any consequences that result from Nationwide's inability to complete its work in the ordinary course of its business due to the failure of the Plan Sponsor to provide accurate and timely information to Nationwide.



- e. Plan Sponsor agrees to be responsible for all maximum deferral limit testing for this Plan.

## **6. SERVICES RELATED TO PARTICIPANT ENROLLMENT**

- a. Plan Sponsor is responsible for determining employees eligible to participate in the Plan.
- b. Nationwide agrees to process the enrollment of employees eligible to participate in the Plan.
- c. Nationwide agrees to conduct enrollment meetings with Plan Sponsor's employees in such number and manner as determined by the parties.
- d. The Plan Sponsor agrees to allow and facilitate the periodic distribution of materials to Participants at the time and in the manner determined by the Plan Sponsor; provided, however, that all reasonable expenses associated with such distribution will be paid by Nationwide.

## **7. SERVICES WITH RESPECT TO PARTICIPANT PLAN ACCOUNTS AND ACCOUNT ACCESS**

- a. Nationwide agrees to establish an account for each enrolled participant, beneficiary, and alternate payee of the Plan (for purposes of this Agreement only, hereinafter referred to as "Participants").
- b. For each Participant account, at a minimum, Nationwide will maintain the following information, if provided:
  - i. Name;
  - ii. Social Security number;
  - iii. Mailing address;
  - iv. Date of birth;
  - v. Current investment allocation direction;
  - vi. Contributions allocated and invested;
  - vii. Investment transfers;
  - viii. Benefit payments;
  - ix. Current account balance;
  - x. Transaction history since funding under the Agreement;
  - xi. Contributions since funding under the Agreement;
  - xii. E-mail address;
  - xiii. Beneficiary designation, if applicable;



- xiv. Benefit tax withholding information; and
  - xv. Such other information as agreed upon by the Plan Sponsor and Nationwide.
- c. Participants will have the unlimited ability to increase (within the limitations of Code Section 457(b)) or decrease contributions to the Plan. Nationwide will process all requests to increase or decrease contribution amounts within five Business Days (defined later) of receipt of the request, but the request cannot be effective until the earliest date permissible under the Code or, if later, the date the contribution change can be processed by the Plan Sponsor given Plan Sponsor's payroll processing schedule.
  - d. Participants will have the ability to exchange existing account balances, in full or in part, and to redirect future contributions from one available investment option to another on any Business Day subject to Nationwide policies and any applicable restrictions or penalties applied by the investment options.
  - e. Nationwide will provide reports to the Plan Sponsor within thirty days following the end of each calendar quarter reporting period summarizing the following:
    - i. All participant activity that transpired during the reporting period;
    - ii. Total contributions allocated to each investment or insurance option under the Plan; and
    - iii. Total withdrawals by participant. This report shall include the amount, type and date of withdrawal.
  - f. Nationwide will maintain, for a reasonable amount of time, the records necessary to produce any required reports. Plan Sponsor agrees that all related paper and electronic records remains the property of Nationwide.

## **8. SERVICES RELATED TO PLAN CONTRIBUTIONS**

- a. Plan Sponsor agrees to send all Plan contribution information and related funds to Nationwide on a timely basis that complies with all applicable legal requirements.
- b. Plan Sponsor will provide all contribution allocation information with respect to participant accounts to Nationwide in a mutually agreed upon format. Contribution allocation instructions include direction via electronic sources.
- c. Nationwide will allocate contribution amounts transmitted by Plan Sponsor to participant accounts in accordance with the latest instructions from participants or the Plan Sponsor (as applicable) on file with Nationwide, when such instructions are in good order.
- d. Nationwide agrees to post funds received in good order (as defined below) from Plan Sponsor in accordance with the separate funding arrangements between Plan Sponsor and Nationwide or any of its affiliates.



- e. Plan Sponsor may send funds by wire transfer, through an automated clearinghouse, or by check in accordance with written instructions provided by Nationwide. Failure to follow the written instructions provided by Nationwide may result in delay of posting to participant accounts.
- f. The term “in good order” means the receipt of required information by Nationwide, in a form deemed reasonably acceptable to Nationwide, with respect to the processing of a request or the completion of a task by Nationwide that reasonably requires information from a third party. More specifically, Plan contributions and contribution allocation information must meet all of the following requirements in order to be deemed to be in good order:
  - i. All records must include the correct and complete participant name, Social Security number (or other unique identifier), and the amount to be credited to the participant’s account(s);
  - ii. The source of funds must be identified (e.g., 457(b) salary reduction, employer contribution);
  - iii. The Plan name and Plan number must be clearly identified;
  - iv. Both the participant allocation detail and the total contribution amount must be received, and these two totals must match each other; and
  - v. All participants making or receiving a contribution must have an account established on the recordkeeping system.
- g. If Nationwide determines that the contribution or allocation detail is not in good order (“NIGO”), Nationwide will notify the Plan Sponsor. After such notification, the parties will continue to try to resolve the NIGO status. If the parties do not achieve resolution, Nationwide will return the funds to the Plan Sponsor within thirty Business Days. Nationwide will not be liable for any delay in posting if the Plan Sponsor fails to send the funds representing contribution amounts or contribution allocation information in accordance with Nationwide’s instructions to the central processing site designated by Nationwide, or for any delay in posting that results from the receipt of funds and/or contribution allocation that Nationwide determines to be NIGO.
- h. The term “Business Day” means each Monday through Friday during the hours the New York Stock Exchange is open for business. No transactions can be completed on any Business Day after such time as the New York Stock Exchange closes.

## **9. SERVICES WITH RESPECT TO DISTRIBUTIONS**

- a. Nationwide shall make all distributions in accordance with the plan document.
- b. Except as provided in subsection d, below, Nationwide shall make all distributions as directed by a participant or the Plan Sponsor. Participants are responsible for selecting a form of payment from those available under the terms of the Plan and making all other elections regarding available distribution options.
- c. All distributions will be made pro-rata from each of the participant’s investment options and money sources unless directed otherwise by the participant.



- d. Nationwide will provide notice and a distribution form to each participant attaining age 72 (or such other age as determined by current law) or older in the current calendar year. The notice will inform the participant that required minimum distributions (“RMD”) must begin no later than the April 1 of the calendar year following the later of attainment of age 72 (or such other age as determined by current law) or retirement (subject to the terms of the Plan). Nationwide will automatically distribute the RMD to the Participant if no direction is received by the Participant.

## **10. TAX REPORTING**

- a. For each participant that has received a benefit payment, Nationwide shall furnish tax reporting forms. The forms will be provided in the manner and time prescribed by federal and state law.
- b. To the extent required by federal and state law, Nationwide will calculate and withhold from each benefit payment federal and state income taxes. Nationwide will report such withholding to the federal and state governments as required by applicable law.
- c. Plan Sponsor will be responsible for all tax reporting requirements for periods before the Effective Date of this Agreement, or after the termination date of this Agreement, unless otherwise agreed to in writing by the parties to this Agreement.

## **11. UNCLAIMED PROPERTY**

Nationwide shall administer participant and beneficiary unclaimed property funds, including but not limited to uncashed distribution checks and death claims, in accordance with Nationwide’s standard unclaimed property procedures.

## **12. SERVICES RELATED TO PARTICIPANT COMMUNICATION AND EDUCATION**

### **a. Communication and Education**

- i. Participant Statements
  - 1. Participants will receive consolidated quarterly statements detailing their account activity and account balances for the Plan.
  - 2. Nationwide agrees to deliver account statements (by U.S. mail or electronically) to participants within thirty calendar days after the end of each calendar quarter. This timeframe is contingent upon Nationwide receiving fund returns from the mutual fund providers within four Business Days after the end of each quarter.

### **b. Website**

- i. Participants may access the website via a secured internet site at [www.nrsforu.com](http://www.nrsforu.com) to review and make changes to their accounts. The website complies with applicable data protection and privacy laws. The website is the exclusive property of Nationwide.
- ii. Using this site, participants may: (i) obtain information regarding their accounts, and (ii) conduct certain routine transactions with respect to their accounts. The Plan Sponsor



authorizes Nationwide to honor instructions regarding such transactions that a Participant submits using the secure Internet site. Nationwide shall implement reasonable physical and technical safeguards to protect personal information made available on its Internet site. Such safeguards shall be no less rigorous than generally accepted industry practices.

- iii. The website is available twenty-four hours a day, except for routine maintenance of the system.
- iv. The participant website experience will include access to an education library offering investment education. Content is delivered via multiple formats which can include short videos, print materials, and workshop modules.

**c. INTERACTIVE VOICE RESPONSE SYSTEM**

- i. Nationwide will provide an interactive voice response (IVR) toll free telephone number, which shall be operative twenty-four hours per day, seven days per week, except for routine maintenance of the system.
- ii. Participants will be able to conduct routine plan transactions and obtain account balance information through the IVR.
- iii. The Plan Sponsor authorizes Nationwide to honor participant instructions, which may be submitted using the toll-free number, either through the IVR or a live representative.

**d. CUSTOMER SERVICE**

Nationwide's customer service representatives will be available toll-free to answer participant questions and process applicable transactions between the hours of 8:00 a.m. and 11:00 p.m. Eastern Time each Monday through Friday, and between the hours of 9:00 a.m. and 6:00 p.m. Eastern Time each Saturday, except for certain holidays as dictated by the New York Stock Exchange holiday trading schedule.

**e. PARTICIPANT ENGAGEMENT PROGRAM**

- i. Nationwide will provide a personalized communication program (Participant Engagement Program or "PEP") designed to engage participants in retirement planning and motivate them to take action to improve their financial future. The program may include delivery methods such as email, digital targeting, social targeting, and Direct Mail.
- ii. Use of Third-Party Marketing Firm: Plan Sponsor understands that Nationwide may use a third-party marketing firm to provide the PEP, that the use of a third-party marketing firm may be essential to provide the PEP due to its personalized features, and that such a program cannot be offered without such use. Nationwide shares participant data with the marketing firm to allow it to target the appropriate retirement plan messages to each participant based on the participant's individual characteristics, demographics, and behaviors while considering the participant's preferences for accessing information, electronically or otherwise, for more impactful delivery.



- iii. Sharing of Participant Data: To facilitate the personalized communication program, Plan Sponsor approves the sharing of data with a third-party marketing firm. Participant data will only be shared with the third-party marketing firm for Plan-related purposes. Only third-party marketing firms that comply with all applicable state and federal privacy laws, including the relevant provisions of the Gramm-Leach-Bliley Act, will be utilized. All participant data will be secured and protected at all times to avoid unauthorized access, and the third-party marketing firm must agree to abide by all current applicable legal and industry-standard data security and privacy requirements.

### **13. SERVICES RELATED TO INVESTMENT OPTIONS**

- a. Plan Sponsor acknowledges that it has exercised its fiduciary duties in selecting the Plan's funding vehicle(s) and the applicable investment line-up under such funding vehicle(s).
- b. Plan Sponsor agrees to accept the terms and conditions of the annuity contracts, mutual funds, any other investment products, and investment advice agreements after being provided with a copy of same.
- c. With respect to funding vehicles that engage an independent investment advisor to establish and maintain the investment line-up, Plan Sponsor agrees that failure to follow the independent investment advisor's recommendation in accordance with the terms of its agreement with the independent investment advisor will cause Plan Sponsor to become the investment fiduciary for the Plan.
- d. Nationwide agrees to accept contributions to the Plan for investment in the investment options selected by the Plan Sponsor, a product's independent investment advisor, or other responsible plan fiduciary in its sole discretion and agreed to by Nationwide.

### **14. COMPENSATION**

- a. As compensation for the performance of the Administrative Services provided by Nationwide pursuant to this Agreement, the Plan Sponsor and Nationwide agree that Nationwide shall be entitled to receive an annualized compensation requirement of 0.04% (4 basis points) of the Plan's account value held by Nationwide ("Compensation Requirement") to be calculated and collected according to Nationwide's standard business practices. Nationwide's Compensation Requirement will be taken in the form of an explicit asset management charge applied against all Plan assets under management, including Plan balances held in the Self-Directed Brokerage Account ("SDBA") and as outstanding participant loan balances. The explicit asset management charge of 4 basis points will be taken against participant loans by applying an additional finance charge to the loan interest rate. In addition to the foregoing, the parties acknowledge and agree that Nationwide may receive revenue associated with annuity contracts, revenue from mutual fund providers, as well as fees associated with specific services or products.
- b. The Plan Sponsor directs Nationwide to assess and collect an additional asset management charge of 0.04% (4 basis points), to be applied against all Plan assets under management, including Plan balances held in the Self-Directed Brokerage Account but excluding participant loan balances, to be remitted to and used by the Plan Sponsor for reasonable and necessary



Plan related expenses. This additional asset management charge will be calculated and collected from participant accounts according to Nationwide's standard business practices. At the direction of the Plan Sponsor in writing, this additional asset management charge may be changed on an annual basis. This Plan expense charge will be in addition to Nationwide's Compensation Requirement described in Section 14.a. above.

- c. Nationwide will provide the Plan Sponsor with a quarterly Compensation Requirement report within thirty (30) Business Days after the end of each quarter. As used in this Agreement, the term "Business Day" means each Monday through Friday during the hours that the New York Stock Exchange is open for business.
- d. The Plan Sponsor acknowledges that Nationwide and its affiliates receive payments in connection with the sale and servicing of investments allocated to participant Plan accounts ("Investment Option Payments"). The Investment Option Payments include mutual fund service fee payments as described in detail at [www.nrsforu.com](http://www.nrsforu.com), and other payments received from investment option providers. The Plan Sponsor directs Nationwide to credit all Investment Option Payments to participant accounts on a quarterly basis. The Investment Option Payments shall be credited to participant accounts on a pro-rata basis based on each participant's total assets held in all Plan investment options that generated the Investment Option Payments.
- e. The Plan Sponsor directs Nationwide to establish and maintain a separate account (the "Plan Expense Account") to which the asset management charge of 4 basis points referred to in Section 14.b. will be credited. The Plan Expense Account will be funded on a quarterly basis. The Plan Sponsor will select a single investment vehicle to be used for the Plan Expense Account, which cannot be an investment vehicle included in the participant investment option line-up. The Plan Sponsor will direct Nationwide, in writing, to pay reasonable and necessary Plan expenses directly to the Plan Sponsor or to a Plan service provider.
  - i. When each invoice is submitted to Nationwide for payment, the Plan Sponsor shall certify in writing that the expenses represented by the invoice are reasonable and necessary Plan expenses. As the fiduciary of the Plan, the Plan Sponsor is solely responsible for making determinations with respect to the appropriateness of all expenses of the Plan and how the Plan Expense Account is managed. Nationwide does not accept this responsibility.
  - ii. The account balance, account transactions and investment experience of the Plan Expense Account will be reported to the Plan Sponsor no later than thirty (30) Business Days after the end of each calendar quarter.
  - iii. The Plan Sponsor will maintain the cumulative balance held in the Plan Expense Account at a reasonable level given the size of the Plan and the Plan's total annual expenses. Should the cumulative balance of the Plan Expense Account exceed a reasonable level, Plan Sponsor will direct Nationwide to allocate any excess accumulation to participant accounts on a pro-rata basis based on their total account balance.



- iv. Notwithstanding Section 14.e.3. above, at the direction of Plan Sponsor, any balance in the Plan Expense Account that has not been applied to pay for reasonable and necessary Plan expenses can be allocated to participant accounts on a pro-rata basis based on their total account balance on an annual basis to be mutually determined and agreed to by the parties.
- f. The Plan Sponsor acknowledges that it has received all information about compensation paid to Nationwide as the Plan Sponsor has reasonably requested and has determined that the total amount of compensation paid to Nationwide as described in this Section 14 is reasonable and appropriate for the services provided.

## **15. FRAUD**

- a. Nationwide will investigate suspected fraud in accordance with its standard procedures.
- b. Nationwide will report any fraud that is confirmed after performing its investigation to Plan Sponsor.
- c. Nationwide will work with Plan Sponsor to determine the appropriate action to mitigate or rectify any discovered fraud.
- d. If Nationwide suspects fraud with respect to an ACH transfer, Plan Sponsor agrees that Nationwide may issue a physical check to the participant instead.

## **16. ASSIGNABILITY AND PROVISION OF SERVICES**

- a. Excepted as otherwise specifically provided for in this Agreement, Plan Sponsor acknowledges that the Administrative Services under this agreement will be performed by Nationwide or one of its affiliates.
- b. Except as provided for in Subsection “a”, above, no party to the Agreement will assign the performance of services without the express written consent of the other party, which consent shall not be unreasonably withheld. Unless agreed to by the parties, such assignment shall not relieve any party to this Agreement of any duties or responsibilities herein. This provision does not restrict Nationwide’s right to delegate certain services to an agents, affiliates, and vendors.

## **17. CONFIDENTIALITY**

- a. Nationwide agrees to maintain all information obtained from or related to all Plan participants as confidential.
- b. Plan Sponsor authorizes Nationwide to disclose Plan and employee information to its agents, affiliates, vendors, brokers, registered representatives, and professional advisors (such as attorneys, accountants and actuaries) to enable or assist them in the performance of their duties hereunder and other plan-related activities.



- c. Plan Sponsor agrees to allow the periodic distribution to its employees of materials prepared by Nationwide regarding products and services offered by Nationwide, or its affiliates, which Nationwide reasonably believes would be beneficial to such Plan participants.
- d. Except as provided for in Sections 12(e) and 17(b), Plan Sponsor agrees that Plan and participant information may also be used or disclosed by Nationwide to other third parties pursuant to a written authorization signed by Plan Sponsor.
- e. Notwithstanding anything to the contrary contained herein, it is expressly understood that Nationwide retains the right to use any and all information in its possession in connection with its defense and/or prosecution of any litigation that may arise in connection with the Agreement, the investment arrangement funding the Plan, or the Plan; provided, however, in no event will Nationwide release any information to any person or entity except as permitted by applicable law.

## **18. INDEMNIFICATION**

- a. Nationwide agrees to indemnify, defend and hold harmless Plan Sponsor, its officers, directors, agents, and employees from and against any loss, damage or liability assessed against Plan Sponsor or incurred by Plan Sponsor arising out of or in connection with any claim, action, or suit brought or asserted against Plan Sponsor alleging or involving Nationwide's non-performance of the provisions of the Agreement under Nationwide's exclusive control, or negligence or willful misconduct in the performance of its services, duties and obligations under the Agreement. In addition, Nationwide represents, warrants and covenants that the indemnification in this paragraph is enforceable under applicable law and that Nationwide will not assert a position contrary to such representation in any judicial or administrative proceeding.
- b. To the extent not prohibited by state law, Plan Sponsor agrees to indemnify, defend and hold harmless Nationwide, its officers, directors, agents, and employees from and against any loss, damage or liability assessed against Nationwide or incurred by Nationwide arising out of or in connection with any claim, action, or suit brought or asserted against Nationwide alleging or involving Plan Sponsor's non-performance of the provisions of the Agreement under Plan Sponsor's exclusive control, or negligence or willful misconduct in the performance of its duties and obligations under this Agreement. In addition, Plan Sponsor represents, warrants and covenants that the indemnification in this paragraph is enforceable under applicable law and that Plan Sponsor will not assert a position contrary to such representation in any judicial or administrative proceeding.

## **19. PARTIES BOUND**

This Agreement and the provisions thereof shall be binding upon and shall inure to the benefit of the successors and assigns of Nationwide and Plan Sponsor. This Agreement shall be enforceable only by the parties, not by Plan participants or other third parties, and is intended to create no third-party beneficiaries.



## **20. MODIFICATION**

- a. The parties intend this writing to be both the final expression of the Agreement between the parties and a complete statement of the terms of the Agreement. Notwithstanding anything contained herein to the contrary, the parties may amend the Agreement from time to time and as mutually agreed upon. Except as otherwise provided herein, no modification of the Agreement will be effective unless and until such modification is evidenced by a writing signed by both parties.
- b. Notwithstanding the above, if Nationwide determines that an amendment to the Agreement is necessary that affects more than one plan sponsor and this change is communicated in writing to all affected plan sponsors, Nationwide reserves the right to implement the amendment on a prospective basis for any plan whose plan sponsor fails to respond to the request for written approval of the amendment in a timely fashion. Plan Sponsor hereby approves all such amendments unless a proper and timely response is made to Nationwide regarding any Agreement modification communicated to Plan Sponsor.

## **21. TERMINATION**

- a. Either the Plan Sponsor or Nationwide may terminate the Agreement for any reason upon providing 120 days written notice to the other party.
- b. In the event either party fails to perform any or all of its obligations as defined in the Agreement, the non-defaulting party shall give the defaulting party written notice, specifying the particulars of the default. If such default is not cured within sixty days from the date in which notice of default is given, the non-defaulting party may terminate the Agreement upon 60 days written notice to the defaulting party.
- c. Provision of such written notice of termination by Plan Sponsor to Nationwide does not relieve the Plan Sponsor of any termination requirements that may be associated with specific investment options.
- d. Plan Sponsor further acknowledges and agrees that the Plan is responsible for any investment product liquidation fees, if applicable, and that neither Nationwide nor any of its affiliates assumes liability for any such fees.
- e. Upon the effective date of termination of this Agreement the following shall occur:
  - i. Nationwide will no longer accept contributions to the Plan except by agreement of the parties.
  - ii. Nationwide will:
    - 1. Provide Plan Sponsor, or such other entity as the Plan Sponsor may designate in writing, with a copy of all participant records in an electronic format and within a time frame as mutually agreed upon between Nationwide and Plan Sponsor.
    - 2. Transfer any periodic distribution amounts and schedules, continuing loan repayments, or other ongoing participant transactional activity to the Plan Sponsor, or such other



entity as the Plan Sponsor may designate in writing, in accordance with the time frame agreed to by the parties for the delivery of participant records.

3. Transfer all Plan assets under its control to the Plan Sponsor or to such other entity as the Plan Sponsor may designate in writing in accordance with the funding arrangement terms. Nationwide agrees to provide a final accounting of all Plan assets for which Nationwide provides recordkeeping.
- f. If the Plan is not funded within 180 days of the date this Agreement is signed by the parties or the Effective Date of the Agreement, if later, Nationwide reserves the right to terminate the Agreement by providing written notice of the termination to Plan Sponsor.

## **22. CIRCUMSTANCES EXCUSING PERFORMANCE**

- a. Neither party to the Agreement will be in default by reason of failure to perform in accordance with its terms if such failure arises out of causes beyond their reasonable control and without fault or negligence on their part. Such causes may include, but are not limited to, Acts of God or public enemy, acts of the government in its sovereign or contractual capacity, severe malware or cyber-attack, fires, floods, epidemics, quarantine or restrictions, freight embargoes, and unusually severe weather.
- b. Neither party will be responsible for performing all of that portion of services precluded by the foregoing events for such period of time as Plan Sponsor or Nationwide are precluded from performing such services in the normal course of business. Neither Nationwide nor Plan Sponsor will be liable for lost profits, losses, damage or injury, including without limitation, special or consequential damages, resulting in whole or in part from the foregoing events.
- c. "Acts of God" are defined as acts, events, happenings or occurrences due exclusively to natural causes and inevitable accident or disaster, exclusive from all human intervention.

## **23. NO WAIVER**

The failure of either party to enforce any provision of the Agreement will not be construed as a waiver of that provision or of any other provision in the Agreement. Either party may, at any time, enforce a provision previously unenforced, unless a modification to the Agreement has been executed that makes such provision unenforceable.

## **24. SEVERABILITY**

Any provision of the Agreement which is prohibited or unenforceable in any jurisdiction where performance is required will be ineffective to the extent such provision is prohibited or unenforceable without invalidating the remaining provisions. Any prohibited or unenforceable provision in any one jurisdiction will not prohibit or render unenforceable such provision in any other jurisdiction.



## **25. AUTHORIZED PERSONS**

Plan Sponsor will furnish a list to Nationwide (and from time to time whenever there are changes therein) of the individuals authorized to transmit instruction to Nationwide concerning the Plan and/or assets in the Plan, and written direction regarding the form of such instructions.

## **26. COMPLIANCE WITH LAWS**

Both Plan Sponsor and Nationwide agree to comply, in their respective roles under this Agreement, in all material respects with all applicable federal laws and regulations as they affect the Plan and the administration thereof. Nothing contained herein will be construed to prohibit either party from performing any act or not performing any act as either may be required by statute, court decision, or other authority having jurisdiction thereof.

## **27. SURVIVAL OF REPRESENTATIONS, WARRANTIES, INDEMNITY, AND CONFIDENTIALITY**

- a. Notwithstanding anything to the contrary, any representations and warranties contained herein will survive termination of the Agreement for the full period of any applicable statute of limitations that may apply to the Agreement. Further, the party making any representation or warranty shall notify the other party in writing within five business days of any representation or warranty that is no longer valid.
- b. Notwithstanding anything to the contrary, any indemnity provisions contained herein will survive the termination of the Agreement for the full period of any applicable statute of limitations that may apply to the Agreement.
- c. Notwithstanding anything to the contrary, any confidentiality provisions contained herein will survive the termination of the Agreement for the full period of any applicable statute of limitations that may apply to the Agreement.

## **28. PRIVACY OF CONTRACT**

Plan Sponsor acknowledges and agrees that Nationwide and participants of the Plan have no privity of contract with each other.

## **29. APPLICABLE LAW AND VENUE**

This agreement will be construed in accordance with the laws operating within the State of California.

## **30. ATTORNEY'S FEES**

Each party agrees that in the event of a claim, arbitration, or lawsuit filed by a party to this Agreement, each party will be responsible for its own attorneys' fees and/or any costs or expenses related to the bringing or defense of any such claim, arbitration, or lawsuit.



### 31. HEADINGS

The headings of articles, paragraphs, and sections are included for convenience only and will not be considered by either party in construing the meaning of the Agreement.

### 32. NOTICES

All notices and demands to be given by one party to another must be given by certified or United States mail, addressed to the party to be notified or upon whom a demand is being made, at the addresses set forth in this Agreement or such other place as either party may, from time to time, designate in writing to the other party. Notice will be deemed received on the earlier of: (1) three days from the date of mailing, or (2) the day the notice is actually received by the party to whom the notice was sent.

If to Nationwide:

Nationwide Retirement Solutions, Inc.  
10 W. Nationwide Blvd., 05-04-101A  
Columbus, Ohio 43215

If to Plan Sponsor:

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By executing this agreement, Plan Sponsor represents and warrants that it is an “eligible employer,” as that term is defined in Code Section 457(e)(1)(A), which means “a State, political subdivision of a State, and any agency or instrumentality of a State or political subdivision of a State.”

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Nationwide Retirement Solutions, Inc.

City of Corona, California  
Plan Sponsor

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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







**Contributions.** The Employer and/or Participants, in accordance with the Plan terms, make the following Contribution Types to the Plan (Choose one or more of b. through d. if applicable):

- b. ☒ **Pre-Tax Elective Deferrals.** The dollar or percentage amount by which each Participant has elected to reduce his/her Compensation, as provided in the Participant's Salary Reduction Agreement (Choose one or more as applicable.):

And will Matching Contributions be made with respect to Elective Deferrals?

1. ☒ **Yes.** See Question 16.

2. ☐ **No.**

And will **Roth Elective Deferrals** be made?

3. ☒ **Yes.** [Note: The Employer may not limit Deferrals to Roth Deferrals only.]

4. ☐ **No.**

- c. ☒ **Nonelective Contributions.** See Question 17.

- d. ☒ **Rollover Contributions.** See Question 30.

6. **EXCLUDED EMPLOYEES (1.10).** The following Employees are Excluded Employees and are not eligible to participate in the Plan (Choose one of a. or b.):

- a. ☒ **No exclusions.** All Employees are eligible to participate.

- b. ☐ **Exclusions.** The following Employees are Excluded Employees (Choose one or more of 1. through 4.):

1. ☐ **Part-time Employees.** The Plan defines part-time Employees as Employees who normally work less than \_\_\_\_\_ hours per week.

2. ☐ **Hourly-paid Employees.**

3. ☐ **Leased Employees.** The Plan excludes Leased Employees.

4. ☐ **Specify:** \_\_\_\_\_.

7. **INDEPENDENT CONTRACTOR (1.16).** The Plan (Choose one of a., b. or c.):

- a. ☒ **Participate.** Permits Independent Contractors to participate in the Plan.

- b. ☐ **Not Participate.** Does not permit Independent Contractors to participate in the Plan.

- c. ☐ **Specified Independent Contractors.** Permits the following specified Independent Contractors to participate:

[Note: If the Employer elects to permit any or all Independent Contractors to participate in the Plan, the term Employee as used in the Plan includes such participating Independent Contractors.]

8. **COMPENSATION (1.05).** Subject to the following elections, Compensation for purposes of allocation of Deferral Contributions means:

**Base Definition** (Choose one of a., b., c. or d.):

- a. ☒ Wages, tips and other compensation on Form W-2.

- b. ☐ Code §3401(a) wages (wages for withholding purposes).

- c. ☐ 415 safe harbor compensation.

- d. ☐ Alternative (general) 415 Compensation.

[Note: The Plan provides that the base definition of Compensation includes amounts that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2), & 457. Compensation for an Independent Contractor means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies below.]

**Modifications to Compensation definition.** The Employer elects to modify the Compensation definition as follows (Choose one of e. or f.):

- e. ☒ **No modifications.** The Plan makes no modifications to the definition.

- f. ☐ **Modifications** (Choose one or more of 1. through 5.):

1. ☐ **Fringe benefits.** The Plan excludes all reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation and welfare benefits.

2. ☐ **Elective Contributions.** [1.05(E)] The Plan excludes a Participant's Elective Contributions.



3. ☐ **Bonuses.** The Plan excludes bonuses.
4. ☐ **Overtime.** The Plan excludes overtime.
5. ☐ **Specify:** \_\_\_\_\_.

**Compensation taken into account.** For the Plan Year in which an Employee first becomes a Participant, the Plan Administrator will determine the allocation of matching and nonelective contributions by taking into account *(Choose one of g. or h.):*

- g. ☒ **Plan Year.** The Employee's Compensation for the entire Plan Year. *(N/A if no matching or nonelective contributions)*
  - h. ☐ **Compensation while a Participant.** The Employee's Compensation only for the portion of the Plan Year in which the Employee actually is a Participant. *(N/A if no matching or nonelective contributions)*
9. **POST-SEVERANCE COMPENSATION (1.05(F)).** Compensation includes the following types of Post-Severance Compensation paid within any applicable time period as may be required *(Choose one of a. or b.):*
- a. ☐ **None.** The Plan does not take into account Post-Severance Compensation as to any Contribution Type except as required under the basic plan document.
  - b. ☒ **Adjustments.** The following Compensation adjustments apply *(Choose one or more):*
    1. ☒ **Regular Pay.** Post-Severance Compensation will include Regular Pay and it will apply to all Contribution Types.
    2. ☒ **Leave-Cashouts.** Post-Severance Compensation will include Leave Cashouts and it will apply to all Contribution Types.
    3. ☒ **Nonqualified Deferred Compensation.** Post-Severance Compensation will include Deferred Compensation and it will apply to all Contribution Types.
    4. ☐ **Salary Continuation for Disabled Participants.** Post-Severance Compensation will include Salary Continuation for Disabled Participants and it will apply to all Contribution Types.
    5. ☐ **Differential Wage Payments.** Post-Severance Compensation will include Differential Wage Payments (military continuation payments) and it will apply to all Contribution Types.
    6. ☐ **Describe alternative Post-Severance Compensation definition, limit by Contribution Type, or limit by Participant group:** \_\_\_\_\_.

10. **NORMAL RETIREMENT AGE (1.20).** A Participant attains Normal Retirement Age under the Plan *(Choose one of a. or b.):*
- a. ☐ **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age \_\_\_\_\_. *[Note: The age may not exceed age 70 1/2. The age may not be less than age 65, or, if earlier, the age at which a Participant may retire and receive benefits under the Employer's pension plan, if any.]*
  - b. ☒ **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age 65 and may not be later than age 70 1/2. *[Note: The age may not exceed age 70 1/2.]*

**Special Provisions for Police or Fire Department Employees** *(Choose c. and/or d. as applicable):*

- c. ☒ **Police department employees.** [Plan Section 3.05(B)(3)] *(Choose 1. or 2.):*
  1. ☐ **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age \_\_\_\_\_. *[Note: The age may not exceed age 70 1/2 and may not be less than age 40.]*
  2. ☒ **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age 40 (no earlier than age 40) and may not be later than age 70 1/2. *[Note: The age may not exceed age 70 1/2.]*
- d. ☒ **Fire department employees.** [Plan Section 3.05(B)(3)] *(Choose 1. or 2.):*
  1. ☐ **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age \_\_\_\_\_. *[Note: The age may not exceed age 70 1/2 and may not be less than age 40.]*
  2. ☒ **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age 40 (no earlier than age 40) and may not be later than age 70 1/2. *[Note: The age may not exceed age 70 1/2.]*

11. **ELIGIBILITY CONDITIONS (2.01).** *(Choose one of a. or b.):*

- a. ☒ **No eligibility conditions.** The Employee is eligible to participate in the Plan as of his/her first day of employment with the employer.
- b. ☐ **Eligibility conditions.** To become a Participant in the Plan, an Eligible Employee must satisfy the following eligibility conditions *(Choose one or more of 1., 2. or 3.):*
  1. ☐ **Age.** Attainment of age \_\_\_\_\_.



2. ☐ **Service.** Service requirement (*Choose one of a. or b.*):
- a. ☐ **Year of Service.** One year of Continuous Service.
- b. ☐ **Months of Service.** \_\_\_\_\_ month(s) of Continuous Service.
3. ☐ **Specify:** \_\_\_\_\_.

12. **PLAN ENTRY DATE (1.24).** "Plan Entry Date" means the Effective Date and (*Choose one of a. through d.*):

- a. ☐ **Monthly.** The first day of the month coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions, if any.
- b. ☐ **Annual.** The first day of the Plan Year coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions, if any.
- c. ☒ **Date of hire.** The Employee's employment commencement date with the Employer.
- d. ☐ **Specify:** \_\_\_\_\_.

13. **SALARY REDUCTION CONTRIBUTIONS (1.30).** A Participant's Salary Reduction Contributions under Election 5b. are subject to the following limitation(s) in addition to those imposed by the Code (*Choose one of a. or b.*):

- a. ☒ **No limitations.**
- b. ☐ **Limitations.** (*Choose one or more of 1., 2. or 3.*):
1. ☐ **Maximum deferral amount.** A Participant's Salary Reductions may not exceed: \_\_\_\_\_ (*specify dollar amount or percentage of Compensation*).
2. ☐ **Minimum deferral amount.** A Participant's Salary Reductions may not be less than: \_\_\_\_\_ (*specify dollar amount or percentage of Compensation*).
3. ☐ **Specify:** \_\_\_\_\_.

[*Note: Any limitation the Employer elects in b.1. through b.3. will apply on a payroll basis unless the Employer otherwise specifies in b.3.*]

**Special NRA Catch-Up Contributions (3.05).** The Plan (*Choose one of c. or d.*):

- c. ☒ **Permits.** Participants may make NRA catch-up contributions.
- AND,** Special NRA Catch-Up Contributions (*Choose one of 1. or 2.*): (*N/A if no matching contributions*)
1. ☒ will be taken into account in applying any matching contribution under the Plan.
2. ☐ will not be taken into account in applying any matching contribution under the Plan.
- d. ☐ **Does not permit.** Participants may not make NRA catch-up contributions.

**Age 50 Catch-Up Contributions (3.06).** The Plan (*Choose one of e. or f.*):

- e. ☒ **Permits.** Participants may make age 50 catch-up contributions.
- AND,** Age 50 Catch-Up Contributions (*Choose one of 1. or 2.*): (*N/A if no matching contributions*)
1. ☒ will be taken into account in applying any matching contribution under the Plan.
2. ☐ will not be taken into account in applying any matching contribution under the Plan.
- f. ☐ **Does not permit.** Participants may not make age 50 catch-up contributions.

14. **SICK, VACATION AND BACK PAY (3.02(A)).** The Plan (*Choose one of a. or b.*):

- a. ☒ **Permits.** Participants may make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.
- b. ☐ **Does Not Permit.** Participants may not make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

15. **AUTOMATIC ENROLLMENT (3.02(B)).** Does the Plan provide for automatic enrollment (*Choose one of the following*) [*Note: if Eligible Automatic Contribution Arrangement (EACA), select 15c and complete Questions 31 & 32*]:

- a. ☒ **Does not apply.** Does not apply the Plan's automatic enrollment provisions.



- b. ☐ **Applies.** Applies the Plan's automatic enrollment provisions. The Employer as a Pre-Tax Elective Deferral will withhold \_\_\_\_\_% from each Participant's Compensation unless the Participant elects a different percentage (including zero) under his/her Salary Reduction Agreement. The automatic election will apply to *(Choose one of 1. through 3.)*:
1. ☐ **All Participants.** All Participants who as of \_\_\_\_\_ are not making Pre-Tax Elective Deferrals at least equal to the automatic amount.
  2. ☐ **New Participants.** Each Employee whose Plan Entry Date is on or following: \_\_\_\_\_.
  3. ☐ **Describe Application of Automatic Deferrals:** \_\_\_\_\_.

- c. ☐ **EACA.** The Plan will provide an Eligible Automatic Contribution Arrangement (EACA). Complete Questions 31 & 32.

16. **MATCHING CONTRIBUTIONS (3.03).** The Employer Matching Contributions under Election 5.b.1. are made as follows *(Choose one or more of a. through d.)*:

- a. ☐ **Fixed formula.** An amount equal to \_\_\_\_\_ of each Participant's Salary Reduction Contributions.
- b. ☒ **Discretionary formula.** An amount (or additional amount) equal to a matching percentage the Employer from time to time may deem advisable of each Participant's Salary Reduction Contributions.
- c. ☐ **Tiered formula.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's Salary Reduction Contributions, determined as follows:

**NOTE:** Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

- d. ☐ **Specify:** \_\_\_\_\_.

**Time Period for Matching Contributions.** The Employer will determine its Matching Contribution based on Salary Reduction Contributions made during each *(Choose one of e. through h.)*:

- e. ☐ **Plan Year.**
- f. ☐ **Plan Year quarter.**
- g. ☒ **Payroll period.**
- h. ☐ **Specify:** \_\_\_\_\_.

**Salary Reduction Contributions Taken into Account.** In determining a Participant's Salary Reduction Contributions taken into account for the above-specified time period under the Matching Contribution formula, the following limitations apply *(Choose one of i. through l.)*:

- i. ☒ **All Salary Reduction Contributions.** The Plan Administrator will take into account all Salary Reduction Contributions.
- j. ☐ **Specific limitation.** The Plan Administrator will disregard Salary Reduction Contributions exceeding \_\_\_\_\_% of the Participant's Compensation.
- k. ☐ **Discretionary.** The Plan Administrator will take into account the Salary Reduction Contributions as a percentage of the Participant's Compensation as the Employer determines.
- l. ☐ **Specify:** \_\_\_\_\_.

**Allocation Conditions.** To receive an allocation of Matching Contributions, a Participant must satisfy the following allocation condition(s) *(Choose one of m. or n.)*:

- m. ☒ **No allocation conditions.**
- n. ☐ **Conditions.** The following allocation conditions apply to Matching Contributions *(Choose one or more of 1. through 4.)*:
  1. ☐ **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: \_\_\_\_\_.



2. ☐ **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
3. ☐ **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.
4. ☐ **Specify:** \_\_\_\_\_.

17. **NONELECTIVE CONTRIBUTIONS (1.19).** The Nonelective Contributions under Election 5.c. are made as follows: *(Choose one)*:

- a. ☐ **Discretionary - Pro-Rata.** An amount the Employer in its sole discretion may determine.
- b. ☐ **Fixed - Pro Rata.** \_\_\_\_\_% of Compensation.
- c. ☒ **Other.** A Nonelective Contribution may be made as follows:  
Amounts as negotiated with the associations (See Exhibit 1)

**Allocation Conditions. (3.08).** To receive an allocation of Nonelective Contributions, a Participant must satisfy the following allocation condition(s) *(Choose one of d. or e.)*:

- d. ☒ **No allocation conditions.**
- e. ☐ **Conditions.** The following allocation conditions apply to Nonelective Contributions *(Choose one or more of 1. through 4.)*:
1. ☐ **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: \_\_\_\_\_.
2. ☐ **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
3. ☐ **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.
4. ☐ **Specify:** \_\_\_\_\_.

18. **TIME AND METHOD OF PAYMENT OF ACCOUNT (4.02).** The Plan will distribute to a Participant who incurs a Severance from Employment his/her Vested Account as follows:

**Timing.** The Plan, in the absence of a permissible Participant election to commence payment later, will pay the Participant's Account *(Choose one of a. through e.)*:

- a. ☐ **Specified Date.** \_\_\_\_\_ days after the Participant's Severance from Employment.
- b. ☒ **Immediate.** As soon as administratively practicable following the Participant's Severance from Employment.
- c. ☐ **Designated Plan Year.** As soon as administratively practicable in the \_\_\_\_\_ Plan Year beginning after the Participant's Severance from Employment.
- d. ☐ **Normal Retirement Age.** As soon as administratively practicable after the close of the Plan Year in which the Participant attains Normal Retirement Age.
- e. ☐ **Specify:** \_\_\_\_\_.

**Method.** The Plan, in the absence of a permissible Participant election, will distribute the Participant's Account under one of the following method(s) of distribution *(Choose one or more of f. through j. as applicable)*:

- f. ☒ **Lump sum.** A single payment.
- g. ☒ **Installments.** Multiple payments made as follows: as elected by the Participant
- h. ☐ **Installments for required minimum distributions only.** Annual payments, as necessary under Plan Section 4.03.
- i. ☐ **Annuity distribution option(s):** \_\_\_\_\_.
- j. ☒ **Specify:** Partial Lump Sum as elected by the Participant

**Participant Election.** [Plan Sections 4.02(A) and (B)] The Plan *(Choose one of k., l. or m.)*:

- k. ☒ **Permits.** Permits a Participant, with Plan Administrator approval of the election, to elect to postpone distribution beyond the time the Employer has elected in a. through e. and also to elect the method of distribution (including a method not described in f. through j. above).
- l. ☐ **Does not permit.** Does not permit a Participant to elect the timing and method of Account distribution.
- m. ☐ **Specify:** \_\_\_\_\_.



**Mandatory Distributions.** Notwithstanding any other distribution election, following Severance from Employment (*Choose n. or o.*):

- n. ☐ **No Mandatory Distributions.** The Plan will not make a Mandatory Distribution.
- o. ☒ **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$5,000 (unless a different amount selected below) as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.
  - 1. ☒ **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$ 1,000 as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.

**Rollovers in determination of \$5,000 threshold.** Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be **included** in determining the \$5,000 threshold for timing of distributions, form of distributions or consent rules.

- p. ☐ Exclude rollovers (rollover contributions will be **excluded** in determining the \$5,000 threshold)

**NOTE:** Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

19. **BENEFICIARY DISTRIBUTION ELECTIONS.** Distributions following a Participant's death will be made as follows (*Choose one of a. through d.*):

- a. ☐ **Immediate.** As soon as practical following the Participant's death.
- b. ☐ **Next Calendar Year.** At such time as the Beneficiary may elect, but in any event on or before the last day of the calendar year which next follows the calendar year of the Participant's death. (*N/A if participant is restricted*)
- c. ☒ **As Beneficiary elects.** At such time as the Beneficiary may elect, consistent with Section 4.03. (*N/A if participant is restricted*)
- d. ☐ **Describe:** \_\_\_\_\_.

[*Note: The Employer under Election 19d. may describe an alternative distribution timing or afford the Beneficiary an election which is narrower than that permitted under Election 19c., or include special provisions related to certain beneficiaries, (e.g., a surviving spouse). However, any election under Election 19d. must require distribution to commence no later than the Section 4.03 required date.*]

20. **DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT (4.05).** A Participant prior to Severance from Employment may elect to receive a distribution of his/her Vested Account under the following distribution options (*Choose one of a. or b.*):

- a. ☐ **None.** A Participant may not receive a distribution prior to Severance from Employment.
- b. ☒ **Distributions.** Prior to Severance from Employment are permitted as follows (*Choose one or more of 1. through 4.*):
  - 1. ☒ **Unforeseeable emergency.** A Participant may elect a distribution from his/her Account in accordance with Plan Section 4.05(A) (for the Participant, spouse, dependents or beneficiaries)
  - 2. ☒ **De minimis exception.** [Plan Section 4.05(B)] If the Participant: (i) has an Account that does not exceed \$5,000; (ii) has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (iii) has not received a prior Plan distribution under this de minimis exception, then (*Choose one of a., b. or c.*):
    - a. ☒ **Participant election.** The Participant may elect to receive all or any portion of his/her Account.
    - b. ☐ **Mandatory distribution.** The Plan Administrator will distribute the Participant's entire Account.
    - c. ☐ **Hybrid.** The Plan Administrator will distribute a Participant's Account that does not exceed \$ \_\_\_\_\_ and the Participant may elect to receive all or any portion of his/her Account that exceeds \$ \_\_\_\_\_ but that does not exceed \$5,000.
  - 3. ☒ **Age 70 1/2.** A Participant who attains age 70 1/2 prior to Severance from Employment may elect distribution of any or all of his/her Account.
  - 4. ☐ **Specify:** \_\_\_\_\_.

[*Note: An Employer need not permit any in-service distributions. Any election must comply with the distribution restrictions of Code Section 457(d).*]

21. **QDRO (4.06).** The QDRO provisions (*Choose one of a., b. or c.*):

- a. ☒ **Apply.**
- b. ☐ **Do not apply.**
- c. ☐ **Specify:** \_\_\_\_\_.



22. **ALLOCATION OF EARNINGS (5.07(B))**. The Plan allocates Earnings using the following method (*Choose one or more of a. through f.*):

- a. ☒ **Daily**. See Section 5.07(B)(4)(a).
- b. ☐ **Balance forward**. See Section 5.07(B)(4)(b).
- c. ☐ **Balance forward with adjustment**. See Section 5.07(B)(4)(c). Allocate pursuant to the balance forward method, except treat as part of the relevant Account at the beginning of the Valuation Period \_\_\_\_\_% of the contributions made during the following Valuation Period: \_\_\_\_\_.
- d. ☐ **Weighted average**. See Section 5.07(B)(4)(d). If not a monthly weighting period, the weighting period is \_\_\_\_\_.
- e. ☐ **Directed Account method**. See Section 5.07(B)(4)(e).
- f. ☐ **Describe Earnings allocation method:** \_\_\_\_\_.

[*Note: The Employer under Election 22f. may describe Earnings allocation methods from the elections available under Election 22 and/or a combination thereof as to any: (i) Participant group (e.g., Daily applies to Division A Employees OR to Employees hired after "x" date. Balance forward applies to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., Daily applies as to Discretionary Nonelective Contribution Accounts. Participant-Directed Account applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., Balance forward applies to investments placed with vendor A and Participant-Directed Account applies to investments placed with vendor B OR Daily applies to Participant-Directed Accounts and balance forward applies to pooled Accounts).*]

23. **HEART ACT PROVISIONS (1.31(C)(3)/3.13)**. The Employer elects to (*Choose one of a. or b. and c. or d.*):

**Continued Benefit Accruals.**

- a. ☐ **Not apply the benefit accrual provisions of Section 3.13.**
- b. ☒ **Apply the benefit accrual provisions of Section 3.13.**

**Distributions for deemed severance of employment (1.31(C)(3))**

- c. ☒ **The Plan does NOT permit distributions for deemed severance of employment.**
- d. ☐ **The Plan permits distributions for deemed severance of employment.**

24. **VESTING/SUBSTANTIAL RISK OF FORFEITURE (5.11)**. A Participant's Deferral Contributions are [*Note: If a Participant incurs a Severance from Employment before the specified events or conditions, the Plan will forfeit the Participant's non-vested Account. Caution: if a Deferral is subject to vesting schedule or other substantial risk of forfeiture, it does not count as a deferral for purposes of the annual deferral limit until the year it is fully vested.*] (*Choose all that apply of a. through d.*):

- a. ☒ **100% Vested/No Risk of Forfeiture**. Immediately Vested without regard to additional Service and no Substantial Risk of Forfeiture. The following contributions are 100% Vested:
  - 1. ☒ **All Contributions**. (skip to 25.)
  - 2. ☐ **Only the following contributions**. (select all that apply):
    - a. ☐ **Salary Reduction Contributions**.
    - b. ☐ **Nonelective Contributions**.
    - c. ☐ **Matching Contributions**.
- b. ☐ **Forfeiture under Vesting Schedule**. Vested according to the following:

**Contributions affected.** The following contributions are subject to the vesting schedule (*Choose one or more of 1., 2. or 3.*):

- 1. ☐ **Salary Reduction Contributions**.
- 2. ☐ **Nonelective Contributions**.
- 3. ☐ **Matching Contributions**.
- 4. ☐ **Vesting Schedule**.

Years of Service

Vested Percentage

_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %



For vesting purposes, a "Year of Service" means:

5. \_\_\_\_\_.

[Note: It is extremely rare to apply a vesting schedule to Salary Reduction Contributions.]

c. ☐ **Substantial Risk of Forfeiture.** Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows:

**Contributions affected.** The following contributions are subject to the substantial risk of forfeiture under c. (Choose one or more of 1., 2. or 3.):

1. ☐ **Salary Reduction Contributions.**

2. ☐ **Nonelective Contributions.**

3. ☐ **Matching Contributions.**

**Risk Provisions:** Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows (Choose one of 4. or 5.):

4. ☐ The Participant must remain employed by the Employer until \_\_\_\_\_, unless earlier Severance from Employment occurs on account of death or disability, as the Plan Administrator shall establish.

5. ☐ **Specify:** \_\_\_\_\_.

**Additional Provisions** (Choose d. if applicable)

d. ☐ **Specify:** \_\_\_\_\_.

**FORFEITURE ALLOCATION.** [Plan Sections 5.11(A) and 5.14] The Plan Administrator will allocate any Plan forfeitures as selected below. The Employer has the option to use forfeitures to pay plan expenses first and then allocate the remaining forfeitures in accordance with the selections below: (Choose one of the following):

e. ☐ **Additional Contributions.** As the following contribution type (Choose one of 1. or 2.):

1. ☐ **Nonelective.** As an additional Nonelective Contribution.

2. ☐ **Matching.** As an additional Matching Contribution.

f. ☐ **Reduce Fixed Contributions.** To reduce the following fixed contribution (Choose one of 1. or 2.):

1. ☐ **Nonelective.** To reduce the Employer's fixed Nonelective Contribution.

2. ☐ **Matching.** To reduce the Employer's fixed Matching Contribution.

g. ☐ **Specify:** \_\_\_\_\_.

25. **TRUST PROVISIONS.** The following provisions apply to Article VIII of the Plan (Choose as applicable; leave blank if not applicable):

a. ☐ **Modifications.** The Employer modifies the Article VIII Trust provisions as follows: \_\_\_\_\_. The remaining Article VIII provisions apply.

b. ☒ **Substitution.** The Employer replaces the Trust with the Trust Agreement attached to the Plan.

26. **CUSTODIAL ACCOUNT/ANNUITY CONTRACT (8.16).** The Employer will hold all or part of the Deferred Compensation in one or more custodial accounts or annuity contracts which satisfy the requirements of Code §457(g) (Choose a. or b., c. if applicable):

a. ☐ **Custodial account(s).**

b. ☐ **Annuity contract(s).**

c. ☐ **Specify:** \_\_\_\_\_.

[Note: The Employer under c. may wish to identify the custodial accounts or annuity contracts or to designate a portion of the Deferred Compensation to be held in such vehicles versus held in the Trust.]

27. **VALUATION.** In addition to the last day of the Plan Year, the Trustee (or Plan Administrator as applicable) must value the Trust Fund (or Accounts) on the following Valuation Date(s) (Choose one of a. or b.):

a. ☐ **No additional Valuation Dates.**

b. ☒ **Additional Valuation Dates.** (Choose one or more of 1., 2. or 3.):

1. ☒ **Daily Valuation Dates.** Each business day of the Plan Year on which Plan assets for which there is an established market are valued and the Trustee or Employer is conducting business.

2. ☐ **Last day of a specified period.** The last day of each \_\_\_\_\_ of the Plan Year.



[Note: The Employer under Election 26b.3. may describe Valuation Dates from the elections available under Election 26b. and/or a combination thereof as to any: (i) Participant group (e.g., No additional Valuation Dates apply to Division A Employees OR to Employees hired after "x" date. Daily Valuation Dates apply to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., No additional Valuation Dates apply as to Discretionary Nonelective Contribution Accounts. The last day of each Plan Year quarter applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., No additional Valuation Dates apply to investments placed with vendor A and Daily Valuation Dates apply to investments placed with vendor B OR Daily Valuation Dates apply to Participant-Directed Accounts and no additional Valuation Dates apply to pooled Accounts).]

28. TRUSTEE (Select all that apply; leave blank if not applicable.):

a. ☐ Individual Trustee(s) who serve as Trustee(s) over assets not subject to control by a corporate Trustee. (Add additional Trustees as necessary.)

Name(s)

Title(s)


**Address and Telephone number** (*Choose one of 1. or 2.*):

1. [ ] Use Employer address and telephone number.

2. ☐ Use address and telephone number below:

Address:

Street

City

State

---

Zip

Telephone:

b. [X] Corporate Trustee

Name: Nationwide Trust Company

Address: 10 West Nationwide Blvd.

Street

Columbus

Ohio

43215

City

State

Zip

Telephone: (614) 435-5892

**AND**, the Corporate Trustee shall serve as:

c. [X] a Directed (nondiscretionary) Trustee over all Plan assets except for the following:

d. [ ] a Discretionary Trustee over all Plan assets except for the following:

29. **PLAN LOANS (5.02(A)).** The Plan permits or does not permit Participant Loans (*Choose one of a. or b.*):

a. ☐ Does not permit.

b. ☒ **Permitted pursuant to the Loan Policy.**

30. **ROLLOVER CONTRIBUTIONS (3.09).** The Rollover Contributions under Election 5.d. are made as follows:

**Who may roll over** (*Choose one of a. or b.*):

a. [ ] **Participants only.**

b. ☒ **Eligible Employees or Participants.**



**Sources/Types.** The Plan will accept a Rollover Contribution (*Choose one of c. or d.*):

- c. ☒ **All.** From any Eligible Retirement Plan and as to all Contribution Types eligible to be rolled into this Plan.
- d. ☐ **Limited.** Only from the following types of Eligible Retirement Plans and/or as to the following Contribution Types:

---

**Distribution of Rollover Contributions** (*Choose one of e., f. or g.*):

- e. ☒ **Distribution without restrictions.** May elect distribution of his/her Rollover Contributions Account in accordance with Plan Section 4.05(C) at any time.
- f. ☐ **No distribution.** May not elect to receive distribution of his/her Rollover Contributions Account until the Plan has a distributable event under Plan Section 4.01.
- g. ☐ **Specify:** \_\_\_\_\_

31. EACA Automatic Deferral Provisions (3.14).

**Participants subject to the Automatic Deferral Provisions.** The Automatic Deferral Provisions apply to Employees who become Participants after the Effective Date of the EACA (except as provided in d. below). Employees who became Participants prior to such Effective Date are subject to the following (a. – d. are optional):

- a. ☐ **All Participants.** All Participants, regardless of any prior Salary Reduction Agreement, unless and until a Participant makes an Affirmative Election after the Effective Date of the EACA.
- b. ☐ **Election of at least Automatic Deferral amount.** All Participants, except those who, on the Effective Date of the EACA, are deferring an amount which is at least equal to the Automatic Deferral Percentage.
- c. ☐ **No existing Salary Reduction Agreement.** All Participants, except those who have in effect a Salary Reduction Agreement on the effective date of the EACA regardless of the Salary Reduction Contribution amount under the Agreement.
- d. ☐ **Describe:** \_\_\_\_\_

**Automatic Deferral Percentage.** Unless a Participant makes an Affirmative Election, the Employer will withhold the following Automatic Deferral Percentage (select e. or f.):

- e. ☐ **Constant.** The Employer will withhold \_\_\_\_\_% of Compensation each payroll period.

**Escalation** of deferral percentage (select one or leave blank if not applicable)

1. ☐ **Scheduled increases.** This initial percentage will increase by \_\_\_\_\_% of Compensation per year up to a maximum of \_\_\_\_\_ of Compensation.
2. ☐ **Other** (described Automatic Deferral Percentage): \_\_\_\_\_

**Automatic Deferral Optional Elections**

- f. ☐ **Optional elections** (select all that apply or leave blank if not applicable)

**Suspended Salary Reduction Contributions.** If a Participant's Salary Reduction Contributions are suspended pursuant to a provision of the Plan (e.g., distribution due to military leave covered by the HEART Act), then a Participant's Affirmative Election will expire on the date the period of suspension begins unless otherwise elected below.

1. ☐ A Participant's Affirmative Election will resume after the suspension period.

**Special Effective Date.** Provisions will be effective as of the earlier of the Effective Date of the EACA provisions unless otherwise specified below.

2. ☐ Special Effective Date: \_\_\_\_\_

32. **In-Plan Roth Rollover Contributions.**

- a. ☒ **Yes, allowed.**

**Effective Date** (enter date)

1. ☒ In-Plan Roth Rollover Effective Date: January 1, 2013

33. **In-Plan Roth Rollover Transfers.**

- a. ☒ **Yes, allowed.**

**Effective Date** (enter date)

1. ☒ In-Plan Roth Rollover Transfers Effective Date: January 1, 2013



This Plan is executed on the date(s) specified below:

**Use of Adoption Agreement.** Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the corresponding basic plan document.  
**Separate Trust Agreement.** An executed copy of the trust agreement must be attached to this Plan. The responsibilities, rights and powers of the Trustee shall be those specified in the trust agreement. The signature of the Trustee appears on the separate trust agreement.

EMPLOYER: City of Corona

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

\_\_\_\_\_  
DATE SIGNED



**City of Corona 457(b) Deferred Compensation Plan**

**Exhibit 1 to the Adoption Agreement for Eligible Governmental 457 Plan**

<b>Collective Bargaining Unit</b>	<b>Sec. 17 Amount of Nonelective Contribution</b>	<b>Sec. 14 Deferral from Sick, Vacation and Back Pay Permitted</b>
<b>Corona General Employee Association</b>	Amount equal to each Participant's Salary Reduction contribution up to a maximum of \$500 per Plan Year contributed quarterly	Yes, up to 100% of Accrued Annual Leave not to exceed the maximum annual deferral limitation in place for the Calendar Year
<i>Tier II and Tier III Employees hired on or after January 1, 1999</i>	Amount equal to each Participant's Salary Reduction contribution up to a maximum of \$650 per Plan Year contributed quarterly	Yes, up to 100% of Accrued Annual Leave not to exceed the maximum annual deferral limitation in place for the Calendar Year
<b>Corona Supervisors Association</b>	Amount equal to each Participant's Salary Reduction contribution up to a maximum of \$1,950 per Plan Year contributed quarterly	Yes, up to 100% of Accrued Annual Leave not to exceed the maximum annual deferral limitation in place for the Calendar Year
<i>Tier II and Tier III Employees hired on or after January 1, 1999</i>	Amount equal to each Participant's Salary Reduction contribution up to a maximum of \$2,100 per Plan Year contributed quarterly	Yes, up to 100% of Accrued Annual Leave not to exceed the maximum annual deferral limitation in place for the Calendar Year
<b>Corona Police Supervisors Association (CPSA)</b>		
<i>Tier 1 Police Captains</i>	Amount equal to each Participant's Salary Reduction contribution up to a maximum of \$1,900 per Plan Year contributed quarterly	Yes, up to a maximum of 584 hours not to exceed the maximum annual deferral limitation in place for the Calendar Year
<i>Tier II, Tier III and Tier IV Police Captains</i>	Amount equal to each Participant's Salary Reduction contribution up to a maximum of \$1,900 per Plan Year contributed quarterly	Yes, up to a maximum of 584 hours not to exceed the maximum annual deferral limitation in place for the Calendar Year
<i>Tier II and Tier III Police Captains</i>	In addition to the contributions outlined above, shall receive an additional \$150 contributed quarterly	Yes, up to a maximum of 584 hours not to exceed the maximum annual deferral limitation in place for the Calendar Year



<i>Employees other than Police Captains</i>	N/A	Yes, up to a maximum of 624 hours not to exceed the maximum annual deferral limitation in place for the Calendar Year
<b>Corona Management/Confidential Employees</b>		
<i>Tier I Employees</i>	Amount equal to each Participant's Salary Reduction contribution up to a maximum of \$1,900 per Plan Year contributed quarterly	No
<i>Tier II and Tier III Employees</i>	Amount equal to each Participant's Salary Reduction contribution up to a maximum of \$2,050 per Plan Year contributed quarterly	No
<i>Tier IV Employees</i>	None	No
<b>Corona Executive Group Employees</b>		
<i>Tier I Employees</i>	Amount equal to each Participant's Salary Reduction contribution up to a maximum of \$1,900 per Plan Year contributed quarterly	No
<i>Tier II and Tier III Employees</i>	Amount equal to each Participant's Salary Reduction contribution up to a maximum of \$2,050 per Plan Year contributed quarterly	No



**RESOLUTION NO. 2021-090**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CORONA, CALIFORNIA, ADOPTING THE CITY OF  
CORONA 457(B) DEFERRED COMPENSATION PLAN AND  
REPEALING RESOLUTION NO. 2017-049**

**WHEREAS**, the City of Corona (“City”) sponsors an eligible deferred compensation plan in accordance with Section 457(b) of the Internal Revenue Code with two service providers, ICMA and Nationwide; and

**WHEREAS**, on June 21, 2017, the City Council adopted Resolution No. 2017-049 to consolidate the deferred compensation plans provided by ICMA and Nationwide into one restated plan document for ease of administration by the City; and

**WHEREAS**, the City now desires to designate Nationwide as the sole service provider for the City’s 457(b) consolidate its deferred compensation plan in order to provide a cost savings to employees for the same level of benefits; and

**WHEREAS**, the City desires to adopt the 457(b) Deferred Compensation Plan provided by Nationwide (“Plan”) as the City’s deferred compensation plan for ease of administration by Nationwide; and

**WHEREAS**, the City desires to repeal Resolution No. 2017-049; and

**WHEREAS**, the City Council desires to designate the City Manager, or his or her designee, as Administrator of the Plan.

**WHEREAS**, the City Council desires to authorize the City Manager, or his or her designee, to execute, on behalf of the City, the Plan, along with any future amendments that contain only non-substantive and/or administrative changes to the plan document, and any other documents necessary for the effective implementation of the Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF  
THE CITY OF CORONA, CALIFORNIA, AS FOLLOWS:**

**SECTION 1.** Incorporation of Recitals. The foregoing recitals are true and correct, and are incorporated herein and made an operative part of this Resolution.

**SECTION 2.** Plan. The City Council hereby adopts the City of Corona 457(b) Deferred Compensation Plan provided by Nationwide and repeals the City of Corona Section 457(b) Deferred Compensation Plan adopted pursuant to Resolution No. 2017-049.



**SECTION 3. Designation.** The City Council hereby designates the City Manager, or his or her designee, as Administrator to the Plan.

**SECTION 4. Authorization.** The City Council hereby authorizes the City Manager, or his or her designee, to execute the restated Plan document on behalf of the City, along with any future amendments that contain only non-substantive and/or administrative changes to the plan document, and any other documents necessary for the effective implementation of the Plan.

**SECTION 5. Repeal of Resolution No. 2017-049.** Resolution No. 2017-049 is hereby repealed and of no further force or effect.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ (th) day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Mayor of the City of Corona, California

**ATTEST:**

\_\_\_\_\_  
City Clerk of the City of Corona, California



**CERTIFICATION**

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly passed and adopted by the City Council of the City of Corona, California, at a regular meeting thereof held on the \_\_\_\_ (th) day of \_\_\_\_\_, \_\_\_\_\_ by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this \_\_\_\_ (th) day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
City Clerk of the City of Corona, California

[SEAL]



**EXHIBIT "A"**

**CITY OF CORONA 457(B) DEFERRED COMPENSATION PLAN.**

[SEE ATTACHED THIRTY (30) PAGES]



**CITY OF CORONA  
457(B) DEFERRED COMPENSATION PLAN**



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## ARTICLE I DEFINITIONS

1.01 "**Account**" means the separate Account(s) which the Plan Administrator or the Trustee maintains under the Plan for a Participant's Deferred Compensation. The Plan Administrator or Trustee may establish separate Accounts for multiple Beneficiaries of a Participant to facilitate required minimum distributions under Section 4.03 based on each Beneficiary's life expectancy.

1.02 "**Accounting Date**" means the last day of the Plan Year. The Plan Administrator will allocate Employer contributions and forfeitures for a particular Plan Year as of the Accounting Date of that Plan Year, and on such other dates, if any, as the Plan Administrator determines, consistent with the Plan's allocation conditions and other provisions.

1.03 "**Beneficiary**" means a person who the Plan or a Participant designates and who is or may become entitled to a Participant's Account upon the Participant's death. A Beneficiary who becomes entitled to a benefit under the Plan remains a Beneficiary under the Plan until the Plan Administrator or Trustee has fully distributed to the Beneficiary his or her Plan benefit. A Beneficiary's right to (and the Plan Administrator's or a Trustee's duty to provide to the Beneficiary) information or data concerning the Plan does not arise until the Beneficiary first becomes entitled to receive a benefit under the Plan.

1.04 "**Code**" means the Internal Revenue Code of 1986, as amended.

### 1.05 "**Compensation**"

**(A) Uses and Context.** Any reference in the Plan to Compensation is a reference to the definition in this Section 1.05, unless the Plan reference, or the Employer in the Adoption Agreement, modifies this definition. Except as the Plan otherwise specifically provides, the Plan Administrator will take into account only Compensation actually paid during (or as permitted under the Code, paid for) the relevant period. A Compensation payment includes Compensation paid by the Employer through another person under the common paymaster provisions in Code §§3121 and 3306. In the case of an Independent Contractor, Compensation means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies in the Adoption Agreement. The Employer in the Adoption Agreement may elect to allocate contributions based on a Compensation within specified 12 month period which ends within a Plan Year.

**(B) Base Definitions and Modifications.** The Employer in the Adoption Agreement must elect one of the following base definitions of Compensation: W-2 Wages, Code §3401(a) Wages, or 415 Compensation. The Employer may elect a different base definition as to different Contribution Types. The Employer in the Adoption Agreement may specify any modifications thereto, for purposes of contribution allocations under Article III. If the Employer fails to elect one of the above-referenced definitions, the Employer is deemed to have elected the W-2 Wages definition.

**(1) W-2 Wages.** W-2 Wages means wages for federal income tax withholding purposes, as defined under Code §3401(a), plus all other payments to an Employee in the course of the Employer's trade or business, for which the Employer must furnish the Employee a written statement under Code §§6041, 6051, and 6052, but determined without regard to any rules that limit the remuneration included in wages based on the

nature or location of the employment or services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

**(2) Code §3401(a) Wages (income tax wage withholding).** Code §3401(a) Wages means wages within the meaning of Code §3401(a) for the purposes of income tax withholding at the source, but determined without regard to any rules that limit the remuneration included in wages based on the nature or the location of the employment or the services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

**(3) Code §415 Compensation (current income definition/simplified compensation under Treas. Reg. §1.415(c)-2(d)(2)).** Code §415 Compensation means the Employee's wages, salaries, fees for professional service and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the Plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits and reimbursements or other expense allowances under a nonaccountable plan as described in Treas. Reg. §1.62-2(c)).

Code §415 Compensation does not include:

**(a) Deferred compensation/SEP/SIMPLE.** Employer contributions (other than Elective Deferrals) to a plan of deferred compensation (including a simplified employee pension plan under Code §408(k) or to a simple retirement account under Code §408(p)) to the extent the contributions are not included in the gross income of the Employee for the Taxable Year in which contributed, and any distributions from a plan of deferred compensation (whether or not qualified), regardless of whether such amounts are includible in the gross income of the Employee when distributed.

**(b) Option exercise.** Amounts realized from the exercise of a non-qualified stock option (an option other than a statutory option under Treas. Reg. §1.421-1(b)), or when restricted stock or other property held by an Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture under Code §83.

**(c) Sale of option stock.** Amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option as defined under Treas. Reg. §1.421-1(b).

**(d) Other amounts that receive special tax benefits.** Other amounts that receive special tax benefits, such as premiums for group term life insurance (but only to the extent that the premiums are not includible in the gross income of the Employee and are not salary reduction amounts under Code §125).

**(e) Other similar items.** Other items of remuneration which are similar to any of the items in Sections 1.11(B)(3)(a) through (d).



**(4) Alternative (general) 415 Compensation.** Under this definition, Compensation means as defined in Section 1.05(B)(3) but with the addition of: (a) amounts described in Code §§104(a)(3), 105(a), or 105(h) but only to the extent that these amounts are includible in Employee's gross income; (b) amounts paid or reimbursed by the Employer for moving expenses incurred by the Employee, but only to the extent that at the time of payment it is reasonable to believe these amounts are not deductible by the Employee under Code §217; (c) the value of a nonstatutory option (an option other than a statutory option under Treas. Reg. §1.421-1(b)) granted by the Employer to the an Employee, but only to the extent that the value of the option is includible in the Employee's gross income for the Taxable Year of the grant; (d) the amount includible in the Employee's gross income upon the Employee's making of an election under Code §83(b); and (e) amounts that are includible in the Employee's gross income under Code §409A or Code §457(f)(1)(A) or because the amounts are constructively received by the Participant. [Note if the Plan's definition of Compensation is W-2 Wages or Code §3401(a) Wages, then Compensation already includes the amounts described in clause (e).]

**(C) Deemed 125 Compensation.** Deemed 125 Compensation means, in the case of any definition of Compensation which includes a reference to Code §125, amounts under a Code §125 plan of the Employer that are not available to a Participant in cash in lieu of group health coverage, because the Participant is unable to certify that he/she has other health coverage.

**(D) Modification to Compensation.** The Employer must specify in the Adoption Agreement the Compensation the Plan Administrator is to take into account in allocating Deferral Contributions to a Participant's Account. For all Plan Years other than the Plan Year in which the Employee first becomes a Participant, the Plan Administrator will take into account only the Compensation determined for the portion of the Plan Year in which the Employee actually is a Participant.

**(E) Elective Contributions.** Compensation under Section 1.05 includes Elective Contributions unless the Employer in the Adoption Agreement elects to exclude Elective Contributions. "Elective Contributions" are amounts excludible from the Employee's gross income under Code §§125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b), 408(p) or 457, and contributed by the Employer, at the Employee's election, to a cafeteria plan, a qualified transportation fringe benefit plan, a 401(k) arrangement, a SARSEP, a tax-sheltered annuity, a SIMPLE plan or a Code §457 plan.

**(F) Post-Severance Compensation.** Compensation includes Post-Severance Compensation to the extent the Employer elects in the Adoption Agreement or as the Plan otherwise provides. Post-Severance Compensation is Compensation paid after a Participant's Severance from Employment from the Employer, as further described in this Section 1.05(F). As the Employer elects, Post-Severance Compensation may include any or all of regular pay, leave cash-outs, or deferred compensation paid within the time period described in Section 1.05(F)(1), and may also include salary continuation for disabled Participants, all as defined below. Any other payment paid after Severance from Employment that is not described in this Section 1.05(F) is not Compensation even if payment is made within the time period described below. Post-Severance Compensation does not include severance pay, parachute payments under Code §280G(b)(2) or payments under a nonqualified unfunded deferred compensation plan unless the payments would have

been paid at that time without regard to Severance from Employment.

**(1) Timing.** Post-Severance Compensation includes regular pay, leave cashouts, or deferred compensation only to the extent the Employer pays such amounts by the later of 2 1/2 months after Severance from Employment or by the end of the Limitation Year that includes the date of such Severance from Employment.

**(a) Regular pay.** Regular pay means the payment of regular Compensation for services during the Participant's regular working hours, or Compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, but only if the payment would have been paid to the Participant prior to a Severance from Employment if the Participant had continued in employment with the Employer.

**(b) Leave cash-outs.** Leave cash-outs means payments for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued and if Compensation would have included those amounts if they were paid prior to the Participant's Severance from Employment.

**(c) Deferred compensation.** As used in this Section 1.05(F), deferred compensation means the payment of deferred compensation pursuant to an unfunded deferred compensation plan, if Compensation would have included the Deferred Compensation if it had been paid prior to the Participant's Severance from Employment, but only if the payment would have been paid at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

**(2) Salary continuation for disabled Participants.** Salary continuation for disabled Participants means Compensation paid to a Participant who is permanently and totally disabled (as defined in Code §22(e)(3)).

**(3) Differential Wage Payments.** An individual receiving a Differential Wage Payment, as defined by Code §3401(h)(2), shall be treated as an employee of the employer making the payment and the Differential Wage Payment shall be treated as compensation for purposes of Code §457(b) and any other Internal Revenue Code section that references the definition of compensation under Code §415, including the definition of Includible Compensation as provided in Section 1.15.

**1.06 "Deferral Contributions"** means as the Employer elects on the Adoption Agreement, Salary Reduction Contributions, Nonelective Contributions and Matching Contributions. The Plan Administrator in applying the Code §457(b) limit will take into account Deferral Contributions in the Taxable Year in which deferred, or if later, in the Taxable Year in which the Deferral Contributions are no longer subject to a Substantial Risk of Forfeiture. The Plan Administrator in determining the amount of a Participant's Deferral Contributions disregards the net income, gain and loss attributable to Deferral Contributions unless the Deferral Contributions are subject to a Substantial Risk of Forfeiture. If a Deferral Contribution is subject to a Substantial Risk of Forfeiture, the Plan Administrator takes into the Deferral Contribution as adjusted for allocable net income, gain or loss in the Taxable Year in which the Substantial Risk of Forfeiture lapses.



1.07 **"Deferred Compensation"** means as to a Participant the amount of Deferral Contributions, Rollover Contributions and Transfers adjusted for allocable net income, gain or loss, in the Participant's Account.

1.08 **"Effective Date"** of this Plan is the date the Employer specifies in the Adoption Agreement. The Employer in the Adoption Agreement may elect special effective dates for Plan provisions the Employer specifies provided any such date(s) are permitted by the Code, by Treasury regulations, or by other applicable guidance.

1.09 **"Elective Deferrals"** means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement, as described in Section 3.02. The term "Elective Deferrals" includes Pre-Tax Elective Deferrals and Roth Elective Deferrals.

1.10 **"Employee"** means an individual who provides services for the Employer, as a common law employee of the Employer. The Employer in the Adoption Agreement must elect or specify any Employee, or class of Employees, not eligible to participate in the Plan (an "Excluded Employee"). See Section 1.16 regarding potential treatment of an Independent Contractor as an Employee.

1.11 **"Employer"** means the entity specified in the Adoption Agreement, any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating Employer.

1.12 **"Employer Contribution"** means Nonelective Contributions or Matching Contributions.

1.13 **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended.

1.14 **"Excess Deferrals"** means Deferral Contributions to a Governmental Eligible 457 Plan or to a Tax-Exempt Organization Eligible 457 Plan for a Participant that exceed the Taxable Year maximum limitation of Code §§457(b) and (e)(18).

1.15 **"Includible Compensation"** means, for the Employee's Taxable Year, the Employee's total Compensation within the meaning of Code §415(c)(3) paid to an Employee for services rendered to the Employer. Includible Compensation includes Deferral Contributions under the Plan, compensation deferred under any other plan described in Code §457, and any amount excludible from the Employee's gross income under Code §§401(k), 403(b), 125 or 132(f)(4) or any other amount excludible from the Employee's gross income for Federal income tax purposes. The Employer will determine Includible Compensation without regard to community property laws.

1.16 **"Independent Contractor"** means any individual who performs service for the Employer and who the Employer does not treat as an Employee or a Leased Employee. The Employer in the Adoption Agreement may elect to permit Independent Contractors to participate in the Plan. To the extent that the Employer permits Independent Contractor participation, references to Employee in the Plan include Independent Contractors and Compensation means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies in the Adoption Agreement.

1.17 **"Leased Employee"** means an Employee within the meaning of Code §414(n).

1.18 **"Matching Contribution"** means an Employer fixed or discretionary contribution made or forfeiture allocated on account of Salary Reduction Contributions.

1.19 **"Nonelective Contribution"** means an Employer fixed or discretionary contribution not made as a result of a Salary Reduction Agreement and which is not a Matching Contribution.

1.20 **"Normal Retirement Age"** means the age the Employer specifies in the Adoption Agreement consistent with Section 3.05(B).

1.21 **"Participant"** is an Employee other than an Excluded Employee who becomes a Participant in accordance with the provisions of Section 2.01.

1.22 **"Plan"** means the 457 plan established or continued by the Employer in the form of this basic Plan and (if applicable) Trust Agreement, including the Adoption Agreement. The Employer in the Adoption Agreement must designate the name of the Plan. All section references within the Plan are Plan section references unless the context clearly indicates otherwise.

1.23 **"Plan Administrator"** is the Employer unless the Employer designates another person to hold the position of Plan Administrator. The Plan Administrator may be a Participant.

1.24 **"Plan Entry Date"** means the dates the Employer elects in Adoption Agreement.

1.25 **"Plan Year"** means the consecutive 12-month period the Employer elects in the Adoption Agreement.

1.26 **"Pre-Tax Elective Deferrals"** means a Participant's Salary Reduction Contributions which are not includible in the Participant's gross income at the time deferred and have been irrevocably designated as Pre-Tax Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Pre-Tax Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Pre-Tax Elective Deferrals.

1.27 **"Rollover Contribution"** means the amount of cash or property which an eligible retirement plan described in Code §402(c)(8)(B) distributes to an eligible Employee or to a Participant in an eligible rollover distribution under Code §402(c)(4) and which the eligible Employee or Participant transfers directly or indirectly to a Governmental Eligible 457 Plan. A Rollover Contribution includes net income, gain or loss attributable to the Rollover Contribution. A Rollover Contribution excludes after-tax Employee contributions, as adjusted for net income, gain or loss.

1.28 **"Roth Elective Deferrals"** means a Participant's Salary Reduction Contributions that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Roth Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Roth Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Roth Elective Deferrals. However, forfeitures may not be allocated to such account. The Plan must also maintain a record of a Participant's investment in the contract (i.e., designated Roth contributions that have not been distributed) and the year in which the Participant first made a Roth Elective Deferral.

1.29 **"Salary Reduction Agreement"** means a written agreement between a Participant and the Employer, by which



the Employer reduces the Participant's Compensation for Compensation not available as of the date of the election and contributes the amount as a Salary Reduction Contribution to the Participant's Account.

1.30 **"Salary Reduction Contribution"** means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement.

1.31 **"Service"** means any period of time the Employee is in the employ of the Employer. In the case of an Independent Contractor, Service means any period of time the Independent Contractor performs services for the Employer on an independent contractor basis. An Employee or Independent Contractor terminates Service upon incurring a Severance from Employment.

(A) **Qualified Military Service.** Service includes any qualified military service the Plan must credit for contributions and benefits in order to satisfy the crediting of Service requirements of Code §414(u). A Participant whose employment is interrupted by qualified military service under Code §414(u) or who is on a leave of absence for qualified military service under Code §414(u) may elect to make additional Salary Reduction Contributions upon resumption of employment with the Employer equal to the maximum Deferral Contributions that the Participant could have elected during that period if the Participant's employment with the Employer had continued (at the same level of Compensation) without the interruption of leave, reduced by the Deferral Contributions, if any, actually made for the Participant during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave). The Employer shall make appropriate make-up Nonelective Contributions and Matching Contributions for such a Participant as required under Code §414(u). The Plan shall apply limitations of Article III to all Deferral Contributions under this paragraph with respect to the year to which the Deferral Contribution relates.

(B) **"Continuous Service"** as the Adoption Agreement describes means Service with the Employer during which the Employee does not incur a Severance from Employment.

(C) **"Severance from Employment."**

(1) **Employee.** An Employee has a Severance from Employment when the Employee ceases to be an Employee of the Employer. A Participant does not incur a Severance from Employment if, in connection with a change in employment, the Participant's new employer continues or assumes sponsorship of the Plan or accepts a Transfer of Plan assets as to the Participant.

(2) **Independent Contractor.** An Independent Contractor has a Severance from Employment when the contract(s) under which the Independent Contractor performs services for the Employer expires (or otherwise terminates), unless the Employer anticipates a renewal of the contractual relationship or the Independent Contractor becoming an Employee. The Employer anticipates renewal if it intends to contract for the services provided under the expired contract and neither the Employer nor the Independent Contractor has eliminated the Independent Contractor as a potential provider of such services under the new contract. Further, the Employer intends to contract for services conditioned only upon the Employer's need for the services provided under the expired contract or the Employer's availability of funds. Notwithstanding the preceding provisions of this Section 1.31, the Plan Administrator will consider an Independent Contractor to have incurred a Severance from Employment: (a) if the Plan Administrator or Trustee will not pay any Deferred Compensation to an

Independent Contractor who is a Participant before a date which is at least twelve months after the expiration of the Independent Contractor's contract (or the last to expire of such contracts) to render Services to the Employer; and (b) if before the applicable twelve-month payment date, the Independent Contractor performs Service as an Independent Contractor or as an Employee, the Plan Administrator or Trustee will not pay to the Independent Contractor his or her Deferred Compensation on the applicable date.

(3) **Deemed Severance.** Notwithstanding Section 1.05(F), if the Employer elects in the Adoption Agreement, then if a Participant performs service in the uniformed services (as defined in Code §414(u)(12)(B)) on active duty for a period of more than 30 days, the Participant will be deemed to have a severance from employment solely for purposes of eligibility for distribution of amounts not subject to Code §412. However, the Plan will not distribute such a Participant's Account on account of this deemed severance unless the Participant specifically elects to receive a benefit distribution hereunder. If a Participant elects to receive a distribution on account of this deemed severance, then no Deferral Contributions may be made for the Participant during the 6-month period beginning on the date of the distribution. If a Participant would be entitled to a distribution on account of a deemed severance, and a distribution on account of another Plan provision, then the other Plan provision will control and the 6-month suspension will not apply.

1.32 **"State"** means (a) one of the 50 states of the United States or the District of Columbia, or (b) a political subdivision of a State, or any agency or instrumentality of a State or its political subdivision. A State does not include the federal government or any agency or instrumentality thereof.

1.33 **"Substantial Risk of Forfeiture"** exists if the Plan expressly conditions a Participant's right to Deferred Compensation upon the Participant's future performance of substantial Service for the Employer.

1.34 **"Tax-Exempt Organization"** means any tax-exempt organization other than a governmental unit or a church or qualified church-controlled organization within the meaning of Code §3121(w)(3).

1.35 **"Taxable Year"** means the calendar year or other taxable year of a Participant.

1.36 **"Transfer"** means a transfer of Eligible 457 Plan assets to another Eligible 457 Plan which is not a Rollover Contribution and which is made in accordance with Section 9.03.

1.37 **"Trust"** means the Trust created under the adopting Employer's Plan. A Trust required under a Governmental Eligible 457 Plan is subject to Article VIII. Any Trust under a Tax-Exempt Organization Eligible 457 Plan is subject to Section 5.09.

1.38 **"Trustee"** means the person or persons who as Trustee execute the Employer's Adoption Agreement, or any successor in office who in writing accepts the position of Trustee.

1.39 **Type of 457 Plan.** This Plan is an Eligible 457 Plan, which is a plan which satisfies the requirements of Code §457(b) and Treas. Reg. §§1.457-3 through -10. The Employer in the Adoption Agreement must specify whether the plan is either a Governmental Eligible 457 Plan or a Tax-Exempt Organization Eligible 457 Plan, as defined below:



**(A) "Governmental Eligible 457 Plan"** means an Eligible 457 Plan established by a State.

**(B) "Tax-Exempt Organization Eligible 457 Plan"** means an Eligible 457 Plan established by a Tax-Exempt Organization.

1.40 **"Vested"** means a Participant's Deferral Contributions that are not subject to a Substantial Risk of Forfeiture, including a vesting schedule.



## ARTICLE II ELIGIBILITY AND PARTICIPATION

2.01 ELIGIBILITY. Each Employee who is not an Excluded Employee becomes a Participant in the Plan in accordance with the eligibility conditions and as of the Plan Entry Date the Employer elects in the Adoption Agreement. If this Plan is a restated Plan, each Employee who was a Participant in the Plan on the day before the Effective Date continues as a Participant in the Plan, irrespective of whether he/she satisfies the eligibility conditions in the restated Plan, unless the Employer indicates otherwise in the Adoption Agreement.

2.02 PARTICIPATION UPON RE-EMPLOYMENT. A Participant who incurs a Severance from Employment will re-enter the Plan as a Participant on the date of his or her re-employment. An Employee who satisfies the Plan's eligibility conditions but who incurs a Severance from Employment prior to becoming a Participant will become a Participant on the later of the Plan Entry Date on which he/she would have entered the Plan had he/she not incurred a Severance from Employment or the date of his or her re-employment. Any Employee who incurs a Severance from Employment prior to satisfying the Plan's eligibility conditions becomes a Participant in accordance with the Adoption Agreement.

2.03 CHANGE IN EMPLOYMENT STATUS. If a Participant has not incurred a Severance from Employment but ceases to be eligible to participate in the Plan, by reason of becoming an Excluded Employee, the Plan Administrator must treat the Participant as an Excluded Employee during the period such a Participant is subject to the Adoption Agreement exclusion. The Plan Administrator determines a Participant's sharing in the allocation of Employer Contributions by disregarding his or her Compensation paid by the Employer for services rendered in his or her capacity as an Excluded Employee. However, during such period of exclusion, the Participant, without regard to employment classification, continues to share fully in Plan income allocations under Section 5.07 and to accrue vesting service if applicable.



## ARTICLE III DEFERRAL CONTRIBUTIONS/LIMITATIONS

### 3.01 AMOUNT.

**(A) Contribution Formula.** For each Plan Year, or other period the Employer specifies in the Adoption Agreement, the Employer will contribute to the Plan the type and amount of Deferral Contributions the Employer elects in the Adoption Agreement.

**(B) Return of Contributions.** The Employer contributes to this Plan on the condition its contribution is not due to a mistake of fact. If the Plan has a Trust, the Trustee, upon written request from the Employer, must return to the Employer the amount of the Employer's contribution (adjusted for net income, gain or loss) made by the Employer on account of a mistake of fact. The Trustee will not return any portion of the Employer's contribution under the provisions of this paragraph more than one year after the Employer made the contribution on account of a mistake of fact. In addition, if any Participant Salary Reduction Contribution is due to a mistake of fact, the Employer or the Trustee upon written request from the Employer shall return the Participant's contribution (adjusted for net income, gain or loss), within one year after payment of the contribution.

The Trustee will decrease the Employer contribution returnable for any losses attributable to it. The Trustee may require the Employer to furnish it whatever evidence the Trustee deems necessary to enable the Trustee to confirm the amount the Employer has requested be returned is properly returnable.

**(C) Time of Payment of Contribution.** If the Plan has a Trust, the Employer may pay its contributions for each Plan Year to the Trust in one or more installments and at such time(s) as the Employer determines, without interest. A Governmental Employer shall deposit Salary Reduction Contributions to the Trust within a period that is not longer than is reasonable for the administration of Participant Accounts.

**3.02 SALARY REDUCTION CONTRIBUTIONS.** The Employer in the Adoption Agreement must elect whether the Plan permits Salary Reduction Contributions, and also the Plan limitations, if any, which apply to Salary Reduction Contributions. Unless the Employer elects otherwise in the Adoption Agreement, all such limitations apply on a payroll basis.

**(A) Deferral from Sick, Vacation and Back Pay.** The Employer in the Adoption Agreement must elect whether to permit Participants to make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

**(B) Automatic Enrollment.** The Employer in the Adoption Agreement may provide for automatic Salary Reduction Contributions of a specified amount, subject to giving notice to affected Participants of the automatic election and of their right to make a contrary election.

A Governmental Employer under an Eligible 457 Plan may elect to provide an Eligible Automatic Contribution Arrangement ("EACA"). If the Employer elects to provide an EACA, the Employer will amend the Plan to add necessary language.

**(C) Application to Leave of Absence and Disability.** Unless a Participant in his or her Salary Reduction Agreement elects otherwise, the Participant's Salary Reduction Agreement shall continue to apply during the Participant's leave of absence or the Participant's disability (as the Plan Administrator shall

establish), if the Participant has Compensation other than imputed compensation or disability benefits.

**(D) Post-severance deferrals limited to Post-Severance Compensation.** Deferrals are permitted from an amount received following Severance from Employment only if the amount is Post-Severance Compensation.

**3.03 MATCHING CONTRIBUTIONS.** The Employer in the Adoption Agreement must elect whether the Plan permits Matching Contributions and, if so, the type(s) of Matching Contributions, the time period applicable to any Matching Contribution formula, and as applicable, the amount of Matching Contributions and the Plan limitations, if any, which apply to Matching Contributions. Any Matching Contributions apply to age 50 catch-up contributions, if any, and to any Normal Retirement Age catch-up contributions unless the Employer elects otherwise in the Adoption Agreement.

**3.04 NORMAL LIMITATION.** Except as provided in Sections 3.05 and 3.06, a Participant's maximum Deferral Contributions (excluding Rollover Contributions and Transfers) under this Plan for a Taxable Year may not exceed the lesser of:

(a) The applicable dollar amount as specified under Code §457(e)(15) (or such larger amount as the Commissioner of the Internal Revenue may prescribe), or

(b) 100% of the Participant's Includible Compensation for the Taxable Year.

**3.05 NORMAL RETIREMENT AGE CATCH-UP CONTRIBUTION.** If selected in the Adoption Agreement, a Participant may elect to make this catch-up election. For one or more of the Participant's last three Taxable Years ending before the Taxable Year in which the Participant attains Normal Retirement Age, the Participant's maximum Deferral Contributions may not exceed the lesser of:

(a) Twice the dollar amount under Section 3.04(a) Normal Limitation, or (b) the underutilized limitation.

**(A) Underutilized Limitation.** A Participant's underutilized limitation is equal to the sum of: (i) the normal limitation for the Taxable Year, and (ii) the normal limitation for each of the prior Taxable Years of the Participant commencing after 1978 during which the Participant was eligible to participate in the Plan and the Participant's Deferral Contributions were subject to the Normal Limitation or any other Code §457(b) limit, less the amount of Deferral Contributions for each such prior Taxable Year, excluding age 50 catch-up contributions.

**(B) Normal Retirement Age.** Normal Retirement Age is the age the Employer specifies in the Adoption Agreement provided that the age may not be: (i) earlier than the earliest of age 65 or the age at which Participants have the right to retire and receive under the Employer's defined benefit plan (or money purchase plan if the Participant is not eligible to participate in a defined benefit plan) immediate retirement benefits without actuarial or other reduction because of retirement before a later specified age; or (ii) later than age 70 1/2.

**(1) Participant Designation.** The Employer in the Adoption Agreement may permit a Participant to designate his or her Normal Retirement Age as any age including or between the foregoing ages.



**(2) Multiple 457 Plans.** If the Employer maintains more than one Eligible 457 Plan, the Plans may not permit any Participant to have more than one Normal Retirement Age under the Plans.

**(3) Police and Firefighters.** In a Governmental Eligible 457 Plan with qualified police or firefighter Participants within the meaning of Code §415(b)(2)(H)(i)(I), the Employer in the Adoption Agreement may elect (or permit the qualified Participants to elect) a Normal Retirement Age as early as age 40 and as late as age 70 1/2.

**(C) Pre-2002 Coordination.** In determining a Participant's underutilized limitation, the Plan Administrator, in accordance with Treas. Reg. §1.457-4(c)(3)(iv), must apply the coordination rule in effect under now repealed Code §457(c)(2). The Plan Administrator also must determine the Normal Limitation for pre-2002 Taxable Years in accordance with Code §457(b)(2) as then in effect.

**3.06 AGE 50 CATCH-UP CONTRIBUTION.** An Employer sponsoring a Governmental Eligible 457 Plan must specify in the Adoption Agreement whether the Participants are eligible to make age 50 catch-up contributions.

If an Employer elects to permit age 50 catch-up contributions, all Employees who are eligible to make Salary Reduction Contributions under this Plan and who have attained age 50 before the close of the Taxable Year are eligible to make age 50 catch-up contributions for that Taxable Year in accordance with, and subject to the limitations of, Code §414(v). Such catch-up contributions are not taken into account for purposes of the provisions of the Plan implementing the required limitations of Code §457. If, for a Taxable Year, an Employee makes a catch-up contribution under Section 3.05, the Employee is not eligible to make age 50 catch-up contributions under this Section 3.06. A catch-up eligible Participant in each Taxable Year is entitled to the greater of the amount determined under Section 3.05 or Section 3.06 Catch-Up Amount plus the Section 3.04 Normal Limitation.

**3.07 CONTRIBUTION ALLOCATION.** The Plan Administrator will allocate to each Participant's Account his or her Deferral Contributions. The Employer will allocate Employer Nonelective and Matching Contributions to the Account of each Participant who satisfies the allocation conditions in the Adoption Agreement in the following manner:

**(a) Fixed match.** To the extent the Employer makes Matching Contributions under a fixed Adoption Agreement formula, the Plan Administrator will allocate the Matching Contribution to the Account of the Participant on whose behalf the Employer makes that contribution. A fixed Matching Contribution formula is a formula under which the Employer contributes a specified percentage or dollar amount on behalf of a Participant based on that Participant's Salary Reduction Contributions.

**(b) Discretionary match.** To the extent the Employer makes Matching Contributions under a discretionary Adoption Agreement formula, the Plan Administrator will allocate the Matching Contributions to a Participant's Account in the same proportion that each Participant's Salary Reduction Contributions taken into account under the formula bear to the total Salary Reduction Contributions of all Participants.

**(c) Tiered match.** If the Matching Contribution formula is a tiered formula, the Plan Administrator will allocate separately the Matching Contributions with respect to each tier of Salary Reduction Contributions, in accordance with the tiered formula.

**(d) Discretionary nonelective.** The Plan Administrator will allocate discretionary Nonelective Contributions for a Plan Year in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year, unless the Employer elects otherwise in the Adoption Agreement.

**(e) Fixed nonelective.** The Plan Administrator will allocate fixed Nonelective Contributions for a Plan Year in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year, unless the Employer elects otherwise in the Adoption Agreement.

**(f) Other nonelective.** The Plan Administrator will allocate Nonelective Contributions for a Plan Year as specified in the Adoption Agreement.

**3.08 ALLOCATION CONDITIONS.** The Plan Administrator will determine the allocation conditions applicable to Nonelective Contributions or to Matching Contributions (or to both) in accordance with the Employer's elections in the Adoption Agreement. The Plan Administrator will not allocate to a Participant any portion of an Employer Contribution (or forfeiture if applicable) for a Plan Year or applicable portion thereof in which the Participant does not satisfy the applicable allocation condition(s).

**3.09 ROLLOVER CONTRIBUTIONS.** If elected in the Adoption Agreement, an Employer sponsoring a Governmental Eligible 457 Plan may permit Rollover Contributions.

**(A) Operational Administration.** The Employer, operationally and on a nondiscriminatory basis, may elect to limit an eligible Employee's right or a Participant's right to make a Rollover Contribution. Any Participant (or as applicable, any eligible Employee), with the Employer's written consent and after filing with the Trustee the form prescribed by the Plan Administrator, may make a Rollover Contribution to the Trust. Before accepting a Rollover Contribution, the Trustee may require a Participant (or eligible Employee) to furnish satisfactory evidence the proposed transfer is in fact a "Rollover Contribution" which the Code permits an employee to make to an eligible retirement plan. The Trustee, in its sole discretion, may decline to accept a Rollover Contribution of property which could: (1) generate unrelated business taxable income; (2) create difficulty or undue expense in storage, safekeeping or valuation; or (3) create other practical problems for the Trust.

**(B) Pre-Participation Rollover.** If an eligible Employee makes a Rollover Contribution to the Trust prior to satisfying the Plan's eligibility conditions, the Plan Administrator and Trustee must treat the Employee as a limited Participant (as described in Rev. Rul. 96-48 or in any successor ruling). A limited Participant does not share in the Plan's allocation of any Employer Contributions and may not make Salary Reduction Contributions until he/she actually becomes a Participant in the Plan. If a limited Participant has a Severance from Employment prior to becoming a Participant in the Plan, the Trustee will distribute his or her Rollover Contributions Account to the limited Participant in accordance with Article IV.

**(C) Separate Accounting.** If an Employer permits Rollover Contributions, the Plan Administrator must account separately for: (1) amounts rolled into this Plan from an eligible retirement plan (other than from another Governmental Eligible 457 plan); and (2) amounts rolled into this Plan from another Governmental Eligible 457 Plan. The Plan Administrator for purposes of ordering any subsequent distribution from this Plan,



may designate a distribution from a Participant's Rollover Contributions as coming first from either of (1) or (2) above if the Participant has both types of Rollover Contribution Accounts.

**(D) May Include Roth Deferrals.** If this Plan is an eligible governmental 457(b) plan which accepts Roth Elective Deferrals, then a Rollover Contribution may include Roth Deferrals made to another plan, as adjusted for Earnings. Such amounts must be directly rolled over into this Plan from another plan which is qualified under Code §401(a), from a 403(b) plan, or from an eligible governmental 457 plan. The Plan must account separately for the Rollover Contribution, including the Roth Deferrals and the Earnings thereon.

**(E) In-Plan Roth Rollover Contributions.** A Governmental Employer under an Eligible 457 Plan may elect to permit In-Plan Roth Rollover Contributions. If the Employer decides to permit In-Plan Roth Rollover Contributions, the Employer will amend the Plan to add necessary language.

**3.10 DISTRIBUTION OF EXCESS DEFERRALS.** In the event that a Participant has Excess Deferrals, the Plan will distribute to the Participant the Excess Deferrals and allocable net income, gain or loss, in accordance with this Section 3.10.

**(A) Governmental Eligible 457 Plan.** The Plan Administrator will distribute Excess Deferrals from a Governmental Eligible 457 Plan as soon as is reasonably practicable following the Plan Administrator's determination of the amount of the Excess Deferral.

**(B) Tax-Exempt Organization Eligible 457 Plan.** The Plan Administrator will distribute Excess Deferrals from a Tax-Exempt Organization Eligible 457 Plan no later than April 15 following the Taxable Year in which the Excess Deferral occurs.

**(C) Plan Aggregation.** If the Employer maintains more than one Eligible 457 Plan, the Employer must aggregate all such Plans in determining whether any Participant has Excess Deferrals.

**(D) Individual Limitation.** If a Participant participates in another Eligible 457 Plan maintained by a different employer, and the Participant has Excess Deferrals, the Plan Administrator may, but is not required, to correct the Excess Deferrals by making a corrective distribution from this Plan.

**3.11 DEEMED IRA CONTRIBUTIONS.** A Governmental Employer under an Eligible 457 Plan may elect to permit Participants to make IRA contributions to this Plan in accordance with the Code §408(q) deemed IRA rules. If the Employer elects to permit deemed IRA contributions to the Plan, the Employer will amend the Plan to add necessary IRA language and either the Rev. Proc. 2003-13 sample deemed IRA language or an appropriate substitute.

**3.12 ROTH ELECTIVE DEFERRALS.** The Employer may elect in the Adoption Agreement to permit Roth Elective Deferrals. Unless elected otherwise, Roth Elective Deferrals shall be treated in the same manner as Elective Deferrals. The Employer may, in operation, implement deferral election procedures provided such procedures are communicated to Participants and permit Participants to modify their elections at least once each Plan Year.

**(A) Elective Deferrals.** "Elective Deferral" means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement, as described in

Section 3.02. The term "Elective Deferrals" includes Pre-tax Elective Deferrals and Roth Elective Deferrals.

**(B) Pre-Tax Elective Deferrals.** "Pre-Tax Elective Deferrals" means a Participant's Salary Reduction Contributions which are not includible in the Participant's gross income at the time deferred and have been irrevocably designated as Pre-Tax Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Pre-Tax Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Pre-Tax Elective Deferrals.

**(C) Roth Elective Deferrals.** "Roth Elective Deferrals" means a Participant's Salary Reduction Contributions that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Roth Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Roth Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Roth Elective Deferrals. However, forfeitures may not be allocated to such account. The Plan must also maintain a record of a Participant's investment in the contract (i.e., designated Roth contributions that have not been distributed) and the year in which the Participant first made a Roth Elective Deferral.

**(D) Ordering Rules for Distributions.** The Administrator operationally may implement an ordering rule procedure for withdrawals (including, but not limited to, withdrawals on account of an unforeseeable emergency) from a Participant's accounts attributable to Pre-Tax Elective Deferrals or Roth Elective Deferrals. Such ordering rules may specify whether the Pre-Tax Elective Deferrals or Roth Elective Deferrals are distributed first. Furthermore, such procedure may permit the Participant to elect which type of Elective Deferrals shall be distributed first.

**(E) Corrective distributions attributable to Roth Elective Deferrals.** For any Plan Year in which a Participant may make both Roth Elective Deferrals and Pre-Tax Elective Deferrals, the Administrator operationally may implement an ordering rule procedure for the distribution of Excess Deferrals (Treas. Reg. §1.457-4(e)). Such an ordering rule may specify whether the Pre-Tax Elective Deferrals or Roth Elective Deferrals are distributed first, to the extent such type of Elective Deferrals was made for the year. Furthermore, such procedure may permit the Participant to elect which type of Elective Deferrals shall be distributed first.

**(F) Loans.** If Participant loans are permitted under the Plan, then the Administrator may modify the loan policy or program to provide limitations on the ability to borrow from, or use as security, a Participant's Roth Elective Deferral account. Similarly, the loan policy or program may be modified to provide for an ordering rule with respect to the default of a loan that is made from the Participant's Roth Elective Deferral account and other accounts under the Plan.

**(G) Rollovers.** A direct rollover of a distribution from Roth Elective Deferrals shall only be made to a Plan which includes Roth Elective Deferrals as described in Code §402A(e)(1) or to a Roth IRA as described in Code §408A, and only to the extent the rollover is permitted under the rules of Code §402(c).

The Plan shall accept a rollover contribution of Roth Elective Deferrals only if it is a direct rollover from another Plan which permits Roth Elective Deferrals as described in Code



§402A(e)(1) and only to the extent the rollover is permitted under the rules of Code §402(c). The Employer, operationally and on a uniform and nondiscriminatory basis, may decide whether to accept any such rollovers.

The Plan shall not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth Elective Deferral account if the amount of the distributions that are eligible rollover distributions are reasonably expected to total less than \$200 during a year. In addition, any distribution from a Participant's Roth Elective Deferrals are not taken into account in determining whether distributions from a Participant's other accounts are reasonably expected to total less than \$200 during a year. Furthermore, the Plan will treat a Participant's Roth Elective Deferral account and the Participant's other accounts as held under two separate plans for purposes of applying the automatic rollover rules. However, eligible rollover distributions of a Participant's Roth Elective Deferrals are taken into account in determining whether the total amount of the Participant's account balances under the Plan exceed the Plan's limits for purposes of mandatory distributions from the Plan.

The provisions of the Plan that allow a Participant to elect a direct rollover of only a portion of an eligible rollover distribution but only if the amount rolled over is at least \$500 is applied by treating any amount distributed from a Participant's Roth Elective Deferral account as a separate distribution from any amount distributed from the Participant's other accounts in the Plan, even if the amounts are distributed at the same time.

**(H) Automatic Enrollment.** If the Plan utilizes an automatic enrollment feature as described in Section 3.02(B), then any such automatic contribution shall be a Pre-Tax Elective Deferral.

**(I) Operational Compliance.** The Plan Administrator will administer Roth Elective Deferrals in accordance with applicable regulations or other binding authority.

**3.13 BENEFIT ACCRUAL.** If the Employer elects to apply this Section, then effective as of the date adopted, for benefit accrual purposes, the Plan treats an individual who dies or becomes disabled (as defined under the terms of the Plan) while performing qualified military service with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability.

**(A) Determination of benefits.** The amount of Matching Contributions to be made pursuant to this Section 3.13 shall be determined as though the amount of Salary Reduction Contributions of an individual treated as reemployed under this Section on the basis of the individual's average actual Salary Reduction Contributions for the lesser of: (i) the 12-month period of service with the Employer immediately prior to qualified military service; or (ii) the actual length of continuous service with the Employer.

**3.14 ELIGIBLE AUTOMATIC CONTRIBUTION ARRANGEMENT (EACA).** As elected in the Adoption Agreement, the Employer maintains a Plan with automatic enrollment provisions as an Eligible Automatic Contribution Arrangement ("EACA"). Accordingly, the Plan will satisfy the (1) uniformity requirements, and (2) notice requirements under this Section.

**(A) Uniformity.** The Automatic Deferral Percentage must be a uniform percentage of Compensation. All Participants in the EACA, are subject to Automatic Deferrals, except to the extent otherwise provided in this Plan. If a Participant's Affirmative Election expires or otherwise ceases to be in effect, the Participant will immediately thereafter be subject to Automatic Deferrals, except to the extent otherwise provided in this Plan. However, the Plan does not violate the uniform Automatic Deferral Percentage merely because the Plan applies any of the following provisions:

**(a) Years of participation.** The Automatic Deferral Percentage varies based on the number of plan years the Participant has participated in the Plan while the Plan has applied EACA provisions;

**(b) No reduction from prior default percentage.** The Plan does not reduce an Automatic Deferral Percentage that, immediately prior to the EACA's effective date was higher (for any Participant) than the Automatic Deferral Percentage;

**(c) Applying statutory limits.** The Plan limits the Automatic Deferral amount so as not to exceed the limits of Code Section 457(b)(2) (determined without regard to Age 50 Catch-Up Deferrals).

**(B) EACA notice.** The Plan Administrator annually will provide a notice to each Participant a reasonable period prior to each plan year the Employer maintains the Plan as an EACA ("EACA Plan Year").

**(a) Deemed reasonable notice/new Participant.** The Plan Administrator is deemed to provide timely notice if the Plan Administrator provides the EACA notice at least 30 days and not more than 90 days prior to the beginning of the EACA Plan Year.

**(b) Mid-year notice/new Participant or Plan.** If: (a) an Employee becomes eligible to make Salary Reduction Contributions in the Plan during an EACA Plan Year but after the Plan Administrator has provided the annual EACA notice for that plan year; or (b) the Employer adopts mid-year a new Plan as an EACA, the Plan Administrator must provide the EACA notice no later than the date the Employee becomes eligible to make Salary Reduction Contributions. However, if it is not practicable for the notice to be provided on or before the date an Employee becomes a Participant, then the notice will nonetheless be treated as provided timely if it is provided as soon as practicable after that date and the Employee is permitted to elect to defer from all types of Compensation that may be deferred under the Plan earned beginning on that date.

**(c) Content.** The EACA notice must provide comprehensive information regarding the Participants' rights and obligations under the Plan and must be written in a manner calculated to be understood by the average Participant in accordance with applicable guidance.

**(C) EACA permissible withdrawal.** If elected in in the Adoption Agreement, a Participant who has Automatic Deferrals under the EACA may elect to withdraw all the Automatic Deferrals (and allocable earnings) under the provisions of this Section 3.14. Any distribution made pursuant to this Section will be processed in accordance with normal distribution provisions of the Plan.

**(a) Amount.** If a Participant elects a permissible withdrawal under this Section, then the Plan must make a



distribution equal to the amount (and only the amount) of the Automatic Deferrals made under the EACA (adjusted for allocable gains and losses to the date of the distribution). The Plan may separately account for Automatic Deferrals, in which case the entire account will be distributed. If the Plan does not separately account for the Automatic Deferrals, then the Plan must determine earnings or losses in a manner similar to the rules of Treas. Reg. §1.401(k)-2(b)(2)(iv) for distributions of excess contributions.

**(b) Fees.** Notwithstanding the above, the Plan Administrator may reduce the permissible distribution amount by any generally applicable fees. However, the Plan may not charge a greater fee for distribution under this Section than applies to other distributions. The Plan Administrator may adopt a policy regarding charging such fees consistent with this paragraph.

**(c) Timing.** The Participant may make an election to withdraw the Automatic Deferrals under the EACA no later than 90 days, or such shorter period as specified in the Adoption Agreement, after the date of the first Automatic Deferral under the EACA. For this purpose, the date of the first Automatic Deferral is the date that the Compensation subject to the Automatic Deferral otherwise would have been includible in the Participant's gross income. Furthermore, a Participant's withdrawal right is not restricted due to the Participant making an Affirmative Election during the 90 day period (or shorter period as specified in Adoption Agreement.).

**(d) Rehired Employees.** For purposes of this Section, an Employee who for an entire Plan Year did not have contributions made pursuant to a default election under the EACA will be treated as having not had such contributions for any prior Plan Year as well.

**(e) Effective date of the actual withdrawal election:** The effective date of the permissible withdrawal will be as soon as practicable, but in no event later than the earlier of (1) the pay date of the second payroll period beginning after the election is made, or (2) the first pay date that occurs at least 30 days after the election is made. The election will also be deemed to be an Affirmative Election to have no Salary Reduction Contributions made to the Plan.

**(f) Related matching contributions.** The Plan Administrator will not take any deferrals withdrawn pursuant to this section into account in computing the contribution and allocation of matching contributions, if any. If the Employer has already allocated matching contributions to the Participant's account with respect to deferrals being withdrawn pursuant to this Section, then the matching contributions, as adjusted for gains and losses, must be forfeited. Except as otherwise provided, the Plan will use the forfeited contributions to reduce future contributions or to reduce plan expenses.

**(D) Compensation.** Compensation for purposes of determining the amount of Automatic Deferrals has the same meaning as Compensation with regard to Salary Reduction Contributions in general.

## **(E) Definitions.**

**(a) Definition of Automatic Deferral.** An Automatic Deferral is a Salary Reduction Contribution that results from the operation of this Article III. Under the Automatic Deferral, the Employer automatically will reduce by the Automatic Deferral Percentage as elected the Compensation of each Participant subject to the EACA. The Plan Administrator will cease to apply the Automatic Deferral to a Participant who makes an Affirmative Election as defined in this Section.

**(b) Definition of Automatic Deferral Percentage/Increases.** The Automatic Deferral Percentage is the percentage of Automatic Deferral (including any scheduled increase to the Automatic Deferral Percentage the Employer may elect).

**(c) Effective date of EACA Automatic Deferral.** The effective date of an Employee's Automatic Deferral will be as soon as practicable after the Employee is subject to Automatic Deferrals under the EACA, consistent with (a) applicable law, and (b) the objective of affording the Employee a reasonable period of time after receipt of the notice to make an Affirmative Election (and, if applicable, an investment election).

**(d) Definition of Affirmative Election.** An Affirmative Election is a Participant's election made after the EACA's Effective Date not to defer any Compensation or to defer more or less than the Automatic Deferral Percentage.

**(e) Effective Date of Affirmative Election.** A Participant's Affirmative Election generally is effective as of the first payroll period which follows the payroll period in which the Participant made the Affirmative Election. However, a Participant may make an Affirmative Election which is effective: (a) for the first payroll period in which he or she becomes a Participant if the Participant makes an Affirmative Election within a reasonable period following the Participant's entry date and before the Compensation to which the Election applies becomes currently available; or (b) for the first payroll period following the EACA's effective date, if the Participant makes an Affirmative Election not later than the EACA's effective date.

## **3.15 IN-PLAN ROTH ROLLOVER CONTRIBUTION**

**(a) Employer Election.** The Employer in its Adoption Agreement in which the Employer has elected to permit Roth Deferrals also will elect whether to permit an In-Plan Roth Rollover Contribution in accordance with this Section with regard to otherwise distributable amounts and/or otherwise nondistributable amounts. If the Employer elects to permit such contributions, the Employer in its Adoption Agreement will specify the Effective Date thereof which may not be earlier than distributions made after September 27, 2010, and may not be earlier than January 1, 2013 in the case of rollovers of otherwise nondistributable amounts. An In-Plan Roth Rollover Contribution means a Rollover Contribution to the Plan that consists of a distribution or transfer from a Participant's Plan Account, other than a Roth Deferral Account, that the Participant transfers to the Participant's In-Plan Roth Rollover Contribution Account in the Plan, in accordance with Code §402(c)(4). In-Plan Roth Rollover Contributions will be subject to the Plan rules related to Roth Deferral Accounts, subject to preservation of protected benefits.

**(b) Eligibility for Distribution and Rollover.** A Participant may not make an In-Plan Roth Rollover Contribution with regard to an otherwise distributable amount which is not an Eligible Rollover Distribution.

**(1) Parties eligible to elect.** For purposes of eligibility for an In-Plan Roth Rollover, the Plan will treat a Participant's surviving spouse Beneficiary or alternate payee spouse or alternate payee former spouse as a Participant. A non-spouse Beneficiary may not make an In-Plan Roth Rollover.

**(2) Distribution from partially Vested account.** In-Plan Roth Rollovers are permitted only from Vested amounts allocated to a qualifying source but may be made from partially Vested Accounts. If a distribution is made to a Participant who



has not incurred a Severance from Employment and who is not fully Vested in the Participant's Account from which the In-Plan Roth Rollover Contribution is to be made, and the Participant may increase the Vested percentage in such Account.

**(c) Form and Source of Rollover.**

**(1) Direct Rollover.** An In-Plan Roth Rollover Contribution may be made only by a Direct Rollover.

**(2) Account source.** A Participant may make an In-Plan Roth Rollover from any account (other than a Roth account).

**(3) Cash or in-kind.** The Plan Administrator will effect an In-Plan Roth Rollover Contribution by rolling over the Participant's current investments to the In-Plan Roth Rollover Account. A Plan loan so rolled over without changing the repayment schedule is not treated as a new loan. However the Employer may provide that loans cannot be rolled over in an In-Plan Roth Rollover.

**(4) No Rollover or Distribution Treatment.** Notwithstanding any other Plan provision, an In-Plan Roth Rollover Contribution is not a Rollover Contribution for

purposes of the Plan. Accordingly: (a) if the Employer in its Adoption Agreement has elected \$5,000 as the Plan limit on Mandatory Distributions, the Plan Administrator will take into account amounts attributable to an In-Plan Roth Rollover Contribution, in determining if the \$5,000 limit is exceeded, regardless of the Employer's election as to whether to count Rollover Contributions for this purpose; (b) no spousal consent is required for a Participant to elect to make an In-Plan Roth Rollover Contribution; (c) protected benefits with respect to the amounts subject to the In-Plan Roth Rollover are preserved; and (d) mandatory 20% federal income tax withholding does not apply to the In Plan Roth Rollover Contribution.

**(5) In-Plan Roth Rollover Contribution Account.**

An In-Plan Roth Rollover Contribution Account is a sub-account the Plan Administrator may establish to account for a Participant's Rollover Contributions attributable to the Participant's In-Plan Roth Rollover Contributions. The Plan Administrator has authority to establish such a sub-account, and to the extent necessary, may establish sub-accounts based on the source of the In-Plan Roth Rollover Contribution. The Plan Administrator will administer an In-Plan Roth Rollover Contribution Account in accordance with Code and the Plan provisions.



## ARTICLE IV TIME AND METHOD OF PAYMENT OF BENEFITS

**4.01 DISTRIBUTION RESTRICTIONS.** Except as the Plan provides otherwise, the Plan Administrator or Trustee may not distribute to a Participant the amounts in his or her Account prior to one of the following events:

- (a) The Participant's attaining age 70 1/2;
- (b) The Participant's Severance from Employment; or
- (c) The Participant's death.

**4.02 TIME AND METHOD OF PAYMENT OF ACCOUNT.** The Plan Administrator, or Trustee at the direction of the Plan Administrator, will distribute to a Participant who has incurred a Severance from Employment the Participant's Vested Account under one or any combination of payment methods and at the time(s) the Adoption Agreement specifies. If the Adoption Agreement permits more than one time or method, the Plan Administrator, in the absence of a Participant election described below, will determine the time and method applicable to a particular Participant. In no event will the Plan Administrator direct (or direct the Trustee to commence) distribution, nor will the Participant elect to have distribution commence, later than the Participant's required beginning date, or under a method that does not satisfy Section 4.03.

**(A) Participant Election of Time and Method.** The Employer in the Adoption Agreement must elect whether to permit Participants to elect the timing and method of distribution of their Account in accordance with this Section 4.02. The Plan Administrator must consent to the specific terms of any such Participant election and the Plan Administrator in its sole discretion may withhold consent. Subject to the foregoing conditions, a Participant: (1) may elect to postpone distribution of his or her Account beyond the time the Employer has elected in the Adoption Agreement, to any fixed or determinable date including, but not beyond, the Participant's required beginning date; and (2) may elect the method of payment. A Participant in a Tax Exempt Organization Eligible 457 Plan may elect the timing and method of payment of his or her Account no later than 30 days before the date the Plan Administrator or Trustee first would commence payment of the Participant's Account in accordance with the Adoption Agreement. The Plan Administrator must furnish to the Participant a form for the Participant to elect the time and a method of payment. A Participant in a Governmental Eligible 457 Plan is not subject to any such requirement in election the timing or method of payment.

**(B) Number of Initial Elections/Subsequent Elections.** A Participant in a Tax-Exempt Organization Eligible 457 Plan may make any number of elections or revoke any prior election under Section 4.02(A) within the election period. Once the initial election period expires, a Participant, before payment would commence under the Participant's initial election, may make one additional election to defer (but not to accelerate) the timing of payment of his or her Account and also as to the method of payment.

**(C) No Election/Default.** If the Participant does not make a timely election regarding the time and method of payment, the Plan Administrator will pay or direct the Trustee to pay the Participant's Account in accordance with the Adoption Agreement.

**(D) Mandatory Distribution.** The Employer in the Adoption Agreement will elect whether the Plan will make Mandatory

Distributions. If the Employer elects Mandatory Distributions, the Employer may determine operationally whether to include Rollover Contributions in determining whether the Participant is subject to Mandatory Distributions.

**4.03 REQUIRED MINIMUM DISTRIBUTIONS.** The Plan Administrator may not distribute nor direct the Trustee to distribute the Participant's Account, nor may the Participant elect any distribution his or her Account, under a method of payment which, as of the required beginning date, does not satisfy the minimum distribution requirements of Code §401(a)(9) or which is not consistent with applicable Treasury regulations.

### (A) General Rules.

**(1) Precedence.** The requirements of this Section 4.03 will take precedence over any inconsistent provisions of the Plan.

**(2) Requirements of Treasury Regulations Incorporated.** All distributions required under this Section 4.03 will be determined and made in accordance with the Treasury regulations under Code §401(a)(9).

### (B) Time and Manner of Distribution.

**(1) Required Beginning Date.** The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.

**(2) Death of Participant Before Distribution Begins.** If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

**(a) Spouse Designated Beneficiary.** If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then, except as the Employer may elect in the Adoption Agreement, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies, or by December 31 of the calendar year in which the Participant would have attained age 70 1/2, if later.

**(b) Non-Spouse Designated Beneficiary.** If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then, except as the Employer may elect in the Adoption Agreement, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

**(c) No Designated Beneficiary.** If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

**(d) Death of Spouse.** If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section 4.03(B)(2) other than Section 4.03(B)(2)(a), will apply as if the surviving spouse were the Participant.



For purposes of this Section 4.03(B) and Section 4.03(D), unless Section 4.03(B)(2)(d) applies, distributions are considered to begin on the Participant's required beginning date. If Section 4.03(B)(2)(d) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's required beginning date or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a), the date distributions are considered to begin is the date distributions actually commence.

**(3) Forms of Distribution.** Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Sections 4.03(C) and 4.03(D). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code §401(a)(9) and the Treasury regulations.

**(C) Required Minimum Distributions during Participant's Lifetime.**

**(1) Amount of Required Minimum Distribution for Each Distribution Calendar Year.** During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

**(a) ULT.** The quotient obtained by dividing the Participant's account balance by the number in the Uniform Life Table set forth in Treas. Reg. §1.401(a)(9)-9, using the Participant's attained age as of the Participant's birthday in the distribution calendar year; or

**(b) Younger Spouse.** If the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Treas. Reg. §1.401(a)(9)-9, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

**(2) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death.** Required minimum distributions will be determined under this Section 4.03(C) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

**(D) Required Minimum Distributions after Participant's Death.**

**(1) Death On or After Distributions Begin.**

**(a) Participant Survived by Designated Beneficiary.** If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:

**(i) Participant's Life Expectancy.** The Participant's remaining life expectancy is calculated using the attained age of the Participant as of the Participant's birthday in

the calendar year of death, reduced by one for each subsequent calendar year.

**(ii) Spouse's Life Expectancy.** If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the attained age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

**(iii) Non-Spouse's Life Expectancy.** If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the attained age of the Beneficiary as of the Beneficiary's birthday in the calendar year following the calendar year of the Participant's death, reduced by one for each subsequent calendar year.

**(b) No Designated Beneficiary.** If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the calendar year after the calendar year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the calendar year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the attained age of the Participant as of the Participant's birthday in the calendar year of death, reduced by one for each subsequent calendar year.

**(2) Death before Date Distributions Begin.**

**(a) Participant Survived by Designated Beneficiary.** Except as the Employer may elect in the Adoption Agreement, if the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Section 4.03(D)(1).

**(b) No Designated Beneficiary.** If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

**(c) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin.** If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a), this Section 4.03(D)(2) will apply as if the surviving spouse were the Participant.

**(d) 5-year or Life Expectancy rule; possible election.** The Employer in its Adoption Agreement will elect whether distribution of the Participant's Account will be made in accordance with the life expectancy rule under Section 4.03(D)(2)(a) or the 5-year rule under Section 4.03(D)(2)(b). The Employer's election may permit a Designated Beneficiary to elect which of these rules will apply or may specify which rule applies. However, the life expectancy rule (whether subject to



election or not) applies only in the case of a Designated Beneficiary. The 5-year rule applies as to any Beneficiary who is not a Designated Beneficiary. A permitted election under this Section must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under Section 4.03(D)(2)(a), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving spouse's) death.

#### (E) Definitions.

**(1) Designated Beneficiary.** The individual who is designated as the Beneficiary under the Plan and is the designated beneficiary under Code §401(a)(9) and Treas. Reg. §1.401(a)(9)-1, Q&A-4.

**(2) Distribution calendar year.** A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which the distributions are required to begin under Section 4.03(B)(2). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.

**(3) Life expectancy.** Life expectancy as computed by use of the Single Life Table in Treas. Reg. §1.401(a)(9)-9.

**(4) Participant's account balance.** The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any Rollover Contributions or Transfers to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

**(5) Required beginning date.** A Participant's required beginning date is the April 1 of the calendar year following the later of: (1) the calendar year in which the Participant attains age 70 1/2, or (2) the calendar year in which the Participant retires or such other date under Code §401(a)(9) by which required minimum distributions must commence.

**4.04 DEATH BENEFITS.** Upon the death of the Participant, the Plan Administrator must pay or direct the Trustee to pay the Participant's Account in accordance with Section 4.03. Subject to Section 4.03, a Beneficiary may elect the timing and method of payment in the same manner as a Participant may elect under Section 4.02, if such elections apply.

If a Participant dies while performing qualified military service (as defined in Code §414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.

**4.05 DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT.** The Employer must elect in the Adoption Agreement whether to permit in-service distributions of a Participant's Vested Account under this Section 4.05, notwithstanding the Section 4.01 distribution restrictions.

**(A) Unforeseeable Emergency.** In the event of a Participant's or the Participant's spouse, dependents or beneficiaries' unforeseeable emergency, the Plan Administrator may make a distribution to a Participant who has not incurred a Severance from Employment (or who has incurred a Severance but will not begin to receive payments until some future date). In the event of an unforeseeable emergency, the Plan Administrator also may accelerate payments to a Participant or to a Beneficiary. The Plan Administrator will establish a policy for determining whether an unforeseeable emergency exists. An unforeseeable emergency is a severe financial hardship of a Participant or Beneficiary resulting from: (1) illness or accident of the Participant, the Beneficiary, or the Participant's or Beneficiary's spouse or dependent (as defined in Code §152(a)); (2) loss of the Participant's or Beneficiary's property due to casualty; (3) the need to pay for the funeral expenses of the Participant's or Beneficiary's spouse or dependent (as defined in Code §152(a)); or (4) other similar extraordinary and unforeseeable circumstances arising from events beyond the Participant's or Beneficiary's control, or which applicable law may define as an unforeseeable emergency. The Plan Administrator will not pay the Participant or the Beneficiary more than the amount reasonably necessary to satisfy the emergency need, which may include amounts necessary to pay taxes or penalties on the distribution. The Plan Administrator will not make payment to the extent the Participant or Beneficiary may relieve the financial hardship by cessation of deferrals under the Plan, through insurance or other reimbursement, or by liquidation of the individual's assets to the extent such liquidation would not cause severe financial hardship.

The Participant's Beneficiary is a person who a Participant designates and who is or may become entitled to a Participant's Plan Account upon the Participant's death.

**(B) De minimis distribution.** In accordance with the Employer's Adoption Agreement elections, the Plan Administrator may allow a Participant to elect to receive a distribution or the Plan Administrator will distribute (without a Participant election) any amount of the Participant's Account where: (1) the Participant's Account (disregarding Rollover Contributions) does not exceed \$5,000 (or such other amount as does not exceed the Code §411(a)(11)(A) dollar amount); (2) the Participant has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (3) the Participant has not received a prior distribution under this Section 4.05(B).

**(C) Distribution of Rollover Contributions.** The Employer in the Adoption Agreement may elect to permit a Participant to request and to receive distribution of the Participant's Account attributable to Rollover Contributions (but not to Transfers) before the Participant has a distributable event under Section 4.01.

#### **4.06 DISTRIBUTIONS UNDER QUALIFIED DOMESTIC RELATIONS ORDERS (QDROs).**

Notwithstanding any other provision of this Plan, the Employer in the Adoption Agreement may elect to apply the QDRO provisions of this Section 4.06. If Section 4.06 applies, the Plan Administrator (and any Trustee) must comply with the terms of a QDRO, as defined in Code §414(p), which is issued with respect to the Plan.



**(A) Time and Method of Payment.** This Plan specifically permits distribution to an alternate payee under a QDRO at any time, notwithstanding any contrary Plan provision and irrespective of whether the Participant has attained his or her earliest retirement age (as defined under Code §414(p)) under the Plan. A distribution to an alternate payee prior to the Participant's attainment of earliest retirement age is available only if the QDRO specifies distribution at that time or permits an agreement between the Plan and the alternate payee to authorize an earlier distribution. Nothing in this Section 4.06 gives a Participant a right to receive distribution at a time the Plan otherwise does not permit nor authorizes the alternate payee to receive a form of payment the Plan does not permit.

**(B) QDRO Procedures.** The Plan Administrator must establish reasonable procedures to determine the qualified status of a domestic relations order. Upon receiving a domestic relations order, the Plan Administrator promptly will notify the Participant and any alternate payee named in the order, in writing, of the receipt of the order and the Plan's procedures for determining the qualified status of the order. Within a reasonable period of time after receiving the domestic relations order, the Plan Administrator must determine the qualified status of the order and must notify the Participant and each alternate payee, in writing, of the Plan Administrator's determination. The Plan Administrator must provide notice under this paragraph by mailing to the individual's address specified in the domestic relations order.

**(C) Accounting.** If any portion of the Participant's Account Balance is payable under the domestic relations order during the period the Plan Administrator is making its determination of the qualified status of the domestic relations order, the Plan Administrator must maintain a separate accounting of the amounts payable. If the Plan Administrator determines the order is a QDRO within 18 months of the date amounts first are payable following receipt of the domestic relations order, the Plan Administrator will distribute or will direct the Trustee to distribute the payable amounts in accordance with the QDRO. If the Plan Administrator does not make its determination of the qualified status of the order within the 18-month determination period, the Plan Administrator will distribute or will direct the Trustee to distribute the payable amounts in the manner the Plan would distribute if the order did not exist and will apply the order prospectively if the Plan Administrator later determines the order is a QDRO.

To the extent it is not inconsistent with the provisions of the QDRO, the Plan Administrator may segregate or may direct the Trustee to segregate the QDRO amount in a segregated investment account. The Plan Administrator or Trustee will make any payments or distributions required under this Section 4.06 by separate benefit checks or other separate distribution to the alternate payee(s).

**(D) Permissible QDROs.** A domestic relations order that otherwise satisfies the requirements for a qualified domestic relations order ("QDRO") will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death.

#### 4.07 DIRECT ROLLOVER OF ELIGIBLE ROLLOVER DISTRIBUTIONS – GOVERNMENTAL PLAN.

**(A) Participant Election.** A Participant (including for this purpose, a former Employee) in a Governmental Eligible 457 Plan may elect, at the time and in the manner the Plan

Administrator prescribes, to have any portion of his or her eligible rollover distribution from the Plan paid directly to an eligible retirement plan specified by the Participant in a direct rollover election. For purposes of this election, a "Participant" includes as to their respective interests, a Participant's surviving spouse and the Participant's spouse or former spouse who is an alternate payee under a QDRO.

**(B) Rollover and Withholding Notice.** At least 30 days and not more than 180 days prior to the Trustee's distribution of an eligible rollover distribution, the Plan Administrator must provide a written notice (including a summary notice as permitted under applicable Treasury regulations) explaining to the distributee the rollover option, the applicability of mandatory 20% federal withholding to any amount not directly rolled over, and the recipient's right to roll over within 60 days after the date of receipt of the distribution ("rollover notice").

**(C) Default distribution or rollover.** Except as provided in Paragraph (D), in the case of a Participant who does not elect timely to roll over or to receive distribution of his or her Account, the Plan Administrator or the Trustee, at the Plan Administrator's direction, may distribute to the Participant or may directly roll over the Participant's Account in accordance with the Plan's rollover notice.

**(D) Mandatory default rollover.** If (1) the Plan is a Governmental Eligible 457 Plan, (2) the Plan makes a mandatory distribution after the Code §401(a)(31)(B) Effective Date, greater than \$1,000, and (3) the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly, then the Plan Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator.

**(E) Non-spouse beneficiary rollover right.** A non-spouse beneficiary who is a "designated beneficiary" under Section 4.03(E)(1), by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion of his or her distribution to an individual retirement account the beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an eligible rollover distribution.

**(1) Certain requirements not applicable.** Although a non-spouse beneficiary may roll over directly a distribution as provided in Section 4.07(E), the distribution is not subject to the direct rollover requirements of Code §401(a)(31) (including the automatic rollover provisions of Code §401(a)(31)(B)), the notice requirements of Code §402(f) or the mandatory withholding requirements of Code §3405(c). If a non-spouse beneficiary receives a distribution from the Plan, the distribution is not eligible for a "60-day" rollover.

**(2) Trust beneficiary.** If the Participant's named beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code §401(a)(9)(E).

**(3) Required minimum distributions not eligible for rollover.** A non-spouse beneficiary may not roll over an amount which is a required minimum distribution, as determined under applicable Treasury regulations and other Revenue Service guidance. If the Participant dies before his or her required beginning date and the non-spouse beneficiary rolls over to an IRA the maximum amount eligible for rollover, the beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treas. Reg. §1.401(a)(9)-3, A-4(c), in



determining the required minimum distributions from the IRA that receives the non-spouse beneficiary's distribution.

**(F) Definitions.** The following definitions apply to this Section:

**(1) Eligible rollover distribution.** An eligible rollover distribution is any distribution of all or any portion of a Participant's Account, except an eligible rollover distribution does not include: (a) any distribution which is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's designated Beneficiary, or for a specified period of ten years or more; (b) any Code §401(a)(9) required minimum distribution; (c) any unforeseeable emergency distribution; and (d) any distribution which otherwise would be an eligible rollover distribution, but where the total distributions to the Participant during that calendar year are reasonably expected to be less than \$200.

**(2) Eligible retirement plan.** An eligible retirement plan is an individual retirement account described in Code §408(a), an individual retirement annuity described in Code §408(b), an annuity plan described in Code §403(a), a qualified plan described in Code §401(a), an annuity contract (or custodial agreement) described in Code §403(b), or an eligible deferred compensation plan described in Code §457(b) and maintained by an Employer described in Code §457(e)(1)(A), which accepts the Participant's, the Participant's spouse or alternate payee's eligible rollover distribution.

A Participant or beneficiary may elect to roll over directly an eligible rollover distribution to a Roth IRA described in Code §408A(b). For this purpose, the term "eligible rollover distribution" includes a rollover distribution described in this Section.

**(3) Direct rollover.** A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

**(4) Mandatory distribution.** A mandatory distribution is an eligible rollover distribution without the Participant's consent before the Participant attains the later of age 62 or Normal

Retirement Age (see paragraph 3.05 (B)). A distribution to a beneficiary is not a mandatory distribution.

**(5) 401(a)(31)(B) Effective Date.** The 401(a)(31)(B) Effective Date is the date of the close of the first regular legislative session of the legislative body with the authority to amend the Plan that begins on or after January 1, 2006.

**4.08 ELECTION TO DEDUCT FROM DISTRIBUTION.** An Eligible Retired Public Safety Officer may elect annually for that taxable year to have the Plan deduct an amount from a distribution which the Eligible Retired Public Safety Officer otherwise would receive and include in income. The Plan will pay such deducted amounts directly to pay qualified health insurance premiums.

**(A) Direct payment.** The Plan will pay directly to the provider of the accident or health insurance plan or qualified long-term care insurance contract the amounts the Eligible Retired Public Safety Officer has elected to have deducted from the distribution. Such amounts may not exceed the lesser of \$3,000 or the amount the Participant paid for such taxable year for qualified health insurance premiums, and which otherwise complies with Code §402(l).

## **(B) Definitions.**

**(1) Eligible retired public safety officer.** An "Eligible Retired Public Safety Officer" is an individual who, by reason of disability or attainment of Normal Retirement Age, is separated from service as a Public Safety Officer with the Employer.

**(2) Public safety officer.** A "Public Safety Officer" has the same meaning as in Section 1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3796b(9)(A)).

**(3) Qualified health insurance premiums.** The term "qualified health insurance premiums" means premiums for coverage for the Eligible Retired Public Safety Officer, his or her spouse, and dependents, by an accident or health insurance plan or qualified long-term care insurance contract (as defined in Code §7702B(b)).



## ARTICLE V

### PLAN ADMINISTRATOR - DUTIES WITH RESPECT TO PARTICIPANTS' ACCOUNTS

5.01 TERM/VACANCY. The Plan Administrator will serve until his or her successor is appointed. In case of a vacancy in the position of the Plan Administrator, the Employer will exercise any and all of the powers, authority, duties and discretion conferred upon the Plan Administrator pending the filling of the vacancy.

5.02 POWERS AND DUTIES. The Plan Administrator will have the following powers and duties:

- (a) To select a committee to assist the Plan Administrator;
- (b) To select a secretary for the committee, who need not be a member of the committee;
- (c) To determine the rights of eligibility of an Employee to participate in the Plan and the value of a Participant's Account;
- (d) To adopt rules and procedures and to create administrative forms necessary for the proper and efficient administration of the Plan provided the rules, procedures and forms are not inconsistent with the terms of the Plan;
- (e) To construe and enforce the terms of the Plan and the rules and regulations the Plan Administrator adopts, including interpretation of the Plan documents and documents related to the Plan's operation;
- (f) To direct the distribution of a Participant's Account;
- (g) To review and render decisions respecting a claim for (or denial of a claim for) a benefit under the Plan;
- (h) To furnish the Employer with information which the Employer may require for tax or other purposes;
- (i) To establish a policy in making distributions for unforeseeable emergencies;
- (j) To establish under a Governmental Eligible 457 Plan, policies regarding the receipt of Rollover Contributions and default rollover distributions;
- (k) To establish a policy regarding the making and the receipt of Transfers;
- (l) To establish a policy regarding Participant or Beneficiary direction of investment;
- (m) To engage the services of any person to invest any Account under this Plan and to direct such person to make payment to a Participant of his or her Vested Account;
- (n) To establish under a Governmental Eligible 457 Plan, a policy (see Section 5.02(A)) which the Trustee must observe in making loans, if any, to Participants and Beneficiaries;
- (o) To undertake correction of any Plan failures as necessary to preserve eligible Plan status; and
- (p) To undertake any other action the Plan Administrator deems reasonable or necessary to administer the Plan.

The Plan Administrator shall have total and complete discretion to interpret and construe the Plan and to determine all questions arising in the administration, interpretation and application of the Plan. Any determination the Plan

Administrator makes under the Plan is final and binding upon any affected person.

**(A) Loan Policy.** In a Governmental Eligible 457 Plan, the Plan Administrator, in its sole discretion, may establish, amend or terminate from time to time, a nondiscriminatory policy which the Trustee must observe in making Plan loans, if any, to Participants and to Beneficiaries. If the Plan Administrator adopts a loan policy, the loan policy must be a written document and must include: (1) the identity of the person or positions authorized to administer the participant loan program; (2) the procedure for applying for a loan; (3) the criteria for approving or denying a loan; (4) the limitations, if any, on the types and amounts of loans available; (5) the procedure for determining a reasonable rate of interest; (6) the types of collateral which may secure the loan; and (7) the events constituting default and the steps the Plan will take to preserve Plan assets in the event of default. A loan policy the Plan Administrator adopts under this Section 5.02(A) is part of the Plan, except that the Plan Administrator may amend or terminate the policy without regard to Section 9.01.

**(B) QDRO Policy.** If the QDRO provisions of Section 4.06 apply, the Plan Administrator will establish QDRO procedures.

5.03 COMPENSATION. The Plan Administrator and the members of the Committee will serve without compensation for services, but the Employer will pay all expenses of the Plan Administrator and Committee.

5.04 AUTHORIZED REPRESENTATIVE. The Plan Administrator may authorize any one of the members of the Committee, if any, or the Committee's Secretary, to sign on the Plan Administrator's behalf any Plan notices, directions, applications, certificates, consents, approvals, waivers, letters or other documents.

5.05 INDIVIDUAL ACCOUNTS/RECORDS. The Plan Administrator will maintain a separate Account in the name of each Participant to reflect the value of the Participant's Deferred Compensation under the Plan. The Plan Administrator will maintain records of its activities.

5.06 VALUE OF PARTICIPANT'S ACCOUNT. The value of each Participant's Account consists of his or her accumulated Deferred Compensation, as of the most recent Accounting Date or any later date as the Plan Administrator may determine.

#### 5.07 ACCOUNT ADMINISTRATION, VALUATION AND EXPENSES.

**(A) Individual Accounts.** The Plan Administrator, as necessary for the proper administration of the Plan, will maintain, or direct the Trustee to maintain, a separate Account, or multiple Accounts, in the name of each Participant to reflect the Participant's Account Balance under the Plan. The Plan Administrator will make its allocations of Employer Contributions and of Earnings, or will request the Trustee to make such allocations, to the Accounts of the Participants as necessary to maintain proper Plan records and in accordance with the applicable: (i) Contribution Types; (ii) allocation conditions; (iii) investment account types; and (iv) Earnings allocation methods. The Plan Administrator may also maintain, or direct the Trustee to maintain, a separate temporary Account for Participant forfeitures which occur during a Plan Year, pending their accrual and allocation in accordance with the Plan terms, or for other special items as the Plan Administrator



determines is necessary and appropriate for proper plan administration.

**(1) By Contribution Type.** The Plan Administrator, will establish Plan Accounts for each Participant as necessary to reflect his or her Accounts attributable to the following Contribution Types and the Earnings attributable thereto: Pre-Tax Deferrals, Roth Deferrals, Matching Contributions, Nonelective Contributions, Rollover Contributions (including Roth versus pre-tax amounts), and Transfers.

**(2) By investment account type.** The Plan Administrator will establish separate Accounts for each Participant as necessary to reflect his or her investment account types as described below:

**(a) Pooled Accounts.** A Pooled Account is an Account which for investment purposes is not a Segregated Account or a Participant-Directed Account. If any or all Plan investment Accounts are Pooled Accounts, each Participant's Account has an undivided interest in the assets comprising the Pooled Account. In a Pooled Account, the value of each Participant's Account Balance consists of that proportion of the net worth (at fair market value) of the Trust Fund which the net credit balance in his or her Account (exclusive of the cash value of incidental benefit insurance contracts) bears to the total net credit balance in the Accounts of all Participants plus the cash surrender value of any insurance contracts held by the Trustee on the Participant's life. As of each Valuation Date, the Plan Administrator must reduce a Participant-Directed Account for any forfeiture arising from Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the valuation period.

**(b) Participant-Directed Accounts.** A Participant-Directed Account is an Account that the Plan Administrator establishes and maintains or directs the Trustee to establish and maintain for a Participant to invest in one or more assets that are not pooled assets held by the Trust, such as assets in a brokerage account or other property in which other Participants do not have any interest. As the Plan Administrator determines, a Participant-Directed Account may provide for a limited number and type of investment options or funds, or may be open-ended and subject only to any limitations imposed by applicable law. A Participant may have one or more Participant-Directed Accounts in addition to Pooled or Segregated Accounts. A Participant-Directed Account is credited and charged with the Earnings. As of each Valuation Date, the Plan Administrator must reduce a Participant-Directed Account for any forfeiture arising from Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the valuation period.

**(c) Segregated Accounts.** A Segregated Account is an Account the Plan Administrator establishes and maintains or directs the Trustee to establish and maintain for a Participant: (i) to facilitate installment payments; (ii) to hold a QDRO amount; (iii) to prevent a distortion of Plan Earnings allocations; or (iv) for such other purposes as the Plan Administrator may direct. A Segregated Account receives all income it earns and bears all expense or loss it incurs. The Trustee will invest the assets of a Segregated Account consistent with the purpose for which the Plan Administrator or Trustee established the Account. As of each Valuation Date, the Plan Administrator must reduce a Segregated Account for any forfeiture arising after the Plan

Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the Valuation Period. Notwithstanding anything in this Section to the contrary, transferred amounts are not required to be separately accounted for and may be combined with the corresponding Account maintained in this Plan provided all rights, benefits and features and other attributes are identical with respect to each account, or are identical after the combination and such combination does not result in the impermissible elimination of any Code §411(d)(6) protected benefits.

**(3) Amount of Account/distributions.** The amount of a Participant's Account, as determined by the Plan Administrator, is equal to the sum of all contributions, Earnings and other additions credited to the Account, less all distributions (including distributions to Beneficiaries and to alternate payees and also including disbursement of Plan loan proceeds), expenses and other charges against the Account as of a Valuation Date or other relevant date. For purposes of a distribution under the Plan, the amount of a Participant's Account Balance is determined based upon its value on the Valuation Date immediately preceding or coinciding with the date of the distribution. If any or all Plan investment Accounts are Participant-Directed Accounts, the directing Participant's Account Balance consists of the assets held within the Participant-Directed Account and the value of the Account is determined based upon the fair market value of such assets.

**(4) Account statements.** As soon as practicable after the Accounting Date of each Plan Year, the Plan Administrator will deliver to each Participant (and to each Beneficiary) a statement reflecting the amount of his or her Account Balance in the Trust as of the statement date or most recent Valuation Date. No Participant, except the Plan Administrator/Participant or Trustee/Participant, has the right to inspect the records reflecting the Account of any other Participant.

**(B) Allocation of Earnings.** This Section 5.07(B) applies solely to the allocation of Earnings of the Trust Fund. The Plan Administrator will allocate Employer Contributions and Participant forfeitures, if any, in accordance with Article III. Earnings means the net income, gain or loss earned by a particular Account, by the Trust, or with respect to a contribution or to a distribution, as the context requires.

**(1) Allocate as of Valuation Date.** As of each Valuation Date, the Plan Administrator must adjust Accounts to reflect Earnings for the Valuation Period since the last Valuation Date.

**(2) Definition of Valuation Date.** A Valuation Date under this Plan is each: (a) Accounting Date; (b) Valuation Date the Employer elects in the Adoption Agreement; or (c) Valuation Date the Plan Administrator establishes. The Employer in the Adoption Agreement or the Plan Administrator may elect alternative Valuation Dates for the different Contribution Types which the Plan Administrator maintains under the Plan.

**(3) Definition of Valuation Period.** The Valuation Period is the period beginning on the day after the last Valuation Date and ending on the current Valuation Date.

**(4) Allocation methods.** The Plan Administrator will allocate Earnings to the Participant Accounts in accordance with the daily valuation method, balance forward method, balance



forward with adjustment method, weighted average method, Participant-Directed Account method, or other method the Employer elects under the Adoption Agreement. The Employer in the Adoption Agreement may elect alternative methods under which the Plan Administrator will allocate the Earnings to the Accounts reflecting different Contribution Types or investment Account types which the Plan Administrator maintains under the Plan. The Plan Administrator first will adjust the Participant Accounts, as those Accounts stood at the beginning of the current Valuation Period, by reducing the Accounts for any forfeitures, distributions, and loan disbursement payments arising under the Plan, for expenses charged during the Valuation Period to the Accounts (expenses directly related to a Participant's Account). The Plan Administrator then, subject to the restoration allocation requirements of the Plan, will allocate Earnings under the applicable valuation method.

**(a) Daily valuation method.** If the Employer in the Adoption Agreement elects to apply the daily valuation method, the Plan Administrator will allocate Earnings on each day of the Plan Year for which Plan assets are valued on an established market and the Trustee is conducting business. Under the daily valuation method, all assets subject to such method are subject to daily valuation. The assets may be held in Participant-Directed Accounts or in Accounts which are subject to Trustee or other fiduciary investment direction.

**(b) Balance forward method.** If the Employer in the Adoption Agreement elects to apply the balance forward method, the Plan Administrator will allocate Earnings pro rata to the adjusted Participant Accounts, since the last Valuation Date.

**(c) Balance forward with adjustment method.** If the Employer in the Adoption Agreement elects to apply the balance forward with adjustment method, the Plan Administrator will allocate pursuant to the balance forward method, except it will treat as part of the relevant Account at the beginning of the Valuation Period the percentage of the contributions made as the Employer elects in the Adoption Agreement, during the Valuation Period the Employer elects in the Adoption Agreement.

**(d) Weighted average method.** If the Employer in the Adoption Agreement elects to apply a weighted average allocation method, the Plan Administrator will allocate pursuant to the balance forward method, except it will treat a weighted portion of the applicable contributions as if includible in the Participant's Account as of the beginning of the Valuation Period. The weighted portion is a fraction, the numerator of which is the number of months in the Valuation Period, excluding each month in the Valuation Period which begins prior to the contribution date of the applicable contributions, and the denominator of which is the number of months in the Valuation Period. The Employer in the Adoption Agreement may elect to substitute a weighting period other than months for purposes of this weighted average allocation.

**(e) Participant-Directed Account method.** The Employer in the Adoption Agreement must elect to apply the Participant-Directed Account method to any Participant-Directed Account under the Plan. Under the Participant-Directed Account method: (i) each Participant-Directed Account is credited and charged with the Earnings such Account generates; (ii) the Employer's election, if any, in the Adoption Agreement of another method for the allocation of Earnings will not apply to any Participant-Directed Account; and (iii) the Participant-

Directed Account may be valued as often as daily, but will be valued at least annually, and all assets in the Account are not necessarily valued on the same frequency. An Account which is subject to the Participant-Directed Account method includes an individual brokerage account or similar account in title to the Trustee for the benefit of the Participant.

**(C) Allocation of Net Income, Gain or Loss (No Trust).** In a Tax-Exempt Eligible 457 Plan that does not maintain a trust the Plan Administrator will allocate net income, gain or loss in accordance with this provision. As of each Accounting Date (and each other valuation date determined under the Adoption Agreement), the Plan Administrator will adjust Accounts to reflect net income, gain or loss, if any, since the last Accounting Date or Account valuation. The Employer in the Adoption Agreement will elect the method for allocating net income gain or loss. The Plan Administrator will continue to allocate net income, gain and loss to a Participant's Account subject to an installment distribution, until the Account is fully distributed.

**5.08 ACCOUNT CHARGED.** The Plan Administrator will charge all distributions made to a Participant or to his or her Beneficiary, or transferred under Section 9.03 from his or her Account, against the Account of the Participant when made.

**5.09 OWNERSHIP OF FUND/TAX-EXEMPT ORGANIZATION.** If the Employer is a Tax-Exempt Organization, the Plan is an unfunded plan and all Deferred Compensation, property and rights to property purchased by Deferred Compensation and all income attributable thereto remain, until paid or made available under the Plan, the sole property and rights of the Employer, subject only to the claims of the Employer's general creditors. No Participant or Beneficiary will have any vested interest or secured or preferred position with respect to an Account or have any claim against the Employer except as a general creditor. No Participant or Beneficiary shall have any right to sell, assign, transfer or otherwise convey his or her Account or any interest in his or her Deferred Compensation. The Employer or the Plan Administrator, acting as the Employer's agent, may enter into a trust agreement solely for the purpose of investing all or part of the Accounts, which will be subject to the claims of the Employer's general creditors, and in which the Participants or Beneficiaries will not have a vested interest nor a secured or preferred position or have any claim except as the Employer's general creditor. The Employer may not purchase life insurance contracts under this Plan unless the Employer retains all incidents of ownership in such contracts, the Employer is the sole beneficiary of such contracts and the Employer is not under any obligation to transfer the contracts or pass through the proceeds to any Participant or to his or her Beneficiary. The Employer may adopt and attach to the Plan as "Appendix A," the Internal Revenue Service Model Rabbi Trust under Rev. Proc. 92-64 (as amended) to hold the assets of a Tax-Exempt Organization Eligible 457 Plan. If the Employer adopts the Model Rabbi Trust, the Plan incorporates by reference the provisions of the Model Rabbi Trust as if fully set forth herein.

**5.10 PARTICIPANT DIRECTION OF INVESTMENT.** Subject to the terms of the Plan Administrator's adopted policy, if any, and also to written consent of the Trustee, if the Plan has a Trust, a Participant will have the right to direct the investment or re-investment of the assets comprising the Participant's Account. The Plan Administrator will account separately for the Participant-Directed Accounts. The Participant's right to direct investment does not give the Participant any vested interest or secured or preferred position with respect to assets over which he/she has investment responsibility.

**5.11 VESTING/SUBSTANTIAL RISK OF FORFEITURE.** The Employer in the Adoption Agreement may



elect to apply a vesting schedule or to specify any other Substantial Risk of Forfeiture applicable to any or all Deferral Contributions.

**(A) Forfeiture Allocation.** The Employer in the Adoption Agreement must elect the method the Plan Administrator will use to allocate any Participant forfeitures, including those related to lost Participants under Section 5.14. However, if a forfeiture allocation method is not selected in the adoption agreement, forfeitures are allocated as an Employer Contribution. The Plan Administrator will allocate a forfeiture in the Plan Year in which the forfeiture occurs or in the next following Plan Year.

#### 5.12 PRESERVATION OF ELIGIBLE PLAN STATUS.

The Plan Administrator may elect to sever from this Plan and to treat as a separate 457 plan, the Accounts of any Participants who have Excess Deferrals that the Plan Administrator has not corrected in accordance with Section 3.10 or in the case of any other Code §457(b) failure that the Employer may not otherwise correct, and which failure would result in the Plan ceasing to be an Eligible 457 Plan. In such event, the Plan Administrator will take any necessary or appropriate action consistent with the Employer's maintenance of separate 457 plans and with preservation of Eligible 457 Plan status of this Plan.

**5.13 LIMITED LIABILITY.** The Employer will not be liable to pay plan benefits to a Participant in excess of the value of the Participant's Account as the Plan Administrator determines in accordance with the Plan terms. Neither the Employer nor the Plan Administrator will be liable for losses arising from depreciation or shrinkage in the value of any investments acquired under this Plan.

**5.14 LOST PARTICIPANTS.** If the Plan Administrator is unable to locate any Participant or Beneficiary whose Account becomes distributable (a "lost Participant"), the Plan Administrator will apply the provisions of this Section 5.14.

**(A) Attempt to Locate.** The Plan Administrator will attempt to locate a lost Participant and may use one or more of the following methods: (1) provide a distribution notice to the lost Participant at his or her last known address by certified or registered mail; (2) use a commercial locator service, the internet or other general search method; (3) use the Social Security Administration or PBGC search program; or (4) use such other methods as the Plan Administrator believes prudent.

**(B) Failure to Locate.** If a lost Participant remains unlocated for 6 months following the date the Plan Administrator first attempts to locate the lost Participant using one or more of the methods described in Section 5.14(A), the Plan Administrator may forfeit the lost Participant's Account. If the Plan Administrator forfeits the lost Participant's Account, the forfeiture occurs at the end of the above-described 6-month period and the Plan Administrator will allocate the forfeiture in accordance with Section 5.11. The Plan Administrator under this Section 5.14(B) will forfeit the entire Account of the lost Participant, including Salary Reduction Contributions.

If a lost Participant whose Account was forfeited thereafter at any time but before the Plan has been terminated makes a claim for his or her forfeited Account, the Plan Administrator will restore the forfeited Account to the same dollar amount as the amount forfeited, unadjusted for net income, gains or losses occurring subsequent to the forfeiture. The Plan Administrator will make the restoration in the Plan Year in which the lost Participant makes the claim, first from the amount, if any, of Participant forfeitures the Plan Administrator otherwise would allocate for the Plan Year, then from the amount, if any, of Trust net income or gain for the Plan Year and last from the amount or

additional amount the Employer contributes to the Plan for the Plan Year. The Plan Administrator will distribute the restored Account to the lost Participant not later than 60 days after the close of the Plan Year in which the Plan Administrator restores the forfeited Account.

**(C) Nonexclusivity and Uniformity.** The provisions of this Section 5.14 are intended to provide permissible but not exclusive means for the Plan Administrator to administer the Accounts of lost Participants. The Plan Administrator may utilize any other reasonable method to locate lost Participants and to administer the Accounts of lost Participants, including the default rollover under Section 4.07(C) and such other methods as the Revenue Service or the U.S. Department of Labor ("DOL") may in the future specify. The Plan Administrator will apply Section 5.14 in a reasonable manner, but may in determining a specific course of action as to a particular Account, reasonably take into account differing circumstances such as the amount of a lost Participant's Account, the expense in attempting to locate a lost Participant, the Plan Administrator's ability to establish and the expense of establishing a rollover IRA, and other factors. The Plan Administrator may charge to the Account of a lost Participant the reasonable expenses incurred under this Section 5.14 and which are associated with the lost Participant's Account.

**5.15 PLAN CORRECTION.** The Plan Administrator, in conjunction with the Employer and Trustee as appropriate, may undertake such correction of Plan errors as the Plan Administrator deems necessary, including but not limited to correction to maintain the Plan's status as an Eligible 457 Plan. The Plan Administrator under this Section 5.15 also may undertake Plan correction in accordance with any correction program that the Internal Revenue Service makes applicable to 457 plans.



## ARTICLE VI PARTICIPANT ADMINISTRATIVE PROVISIONS

**6.01 BENEFICIARY DESIGNATION.** A Participant from time to time may designate, in writing, any person(s) (including a trust or other entity), contingently or successively, to whom the Plan Administrator or Trustee will pay the Participant's Account (including any life insurance proceeds payable to the Participant's Account) in the event of death. A Participant also may designate the method of payment of his or her Account. The Plan Administrator will prescribe the form for the Participant's written designation of Beneficiary and, upon the Participant's filing the form with the Plan Administrator, the form revokes all designations filed prior to that date by the same Participant. A divorce decree, or a decree of legal separation, revokes the Participant's designation, if any, of his or her spouse as his or her Beneficiary under the Plan unless the decree or a QDRO provides otherwise. The foregoing revocation provision (if applicable) applies only with respect to a Participant whose divorce becomes effective on or following the date the Employer executes the Adoption Agreement, unless the Employer in the Adoption Agreement specifies a different effective date.

**6.02 NO BENEFICIARY DESIGNATION.** If a Participant fails to name a Beneficiary in accordance with Section 6.01, or if the Beneficiary named by a Participant predeceases the Participant, then the Plan Administrator will pay the Participant's remaining Account in accordance with Article IV in the following order of priority, to:

- (a) The Participant's surviving spouse; or
- (b) The Participant's children (including adopted children), in equal shares by right of representation (one share for each surviving child and one share for each child who predeceases the Participant with living descendants); and if none to
- (c) Parents. The Participant's surviving parents, in equal shares; and if none to
- (d) The Participant's estate.

If the Beneficiary survives the Participant, but dies prior to distribution of the Participant's entire Account, the Trustee will pay the remaining Account to the Beneficiary's estate unless: (1) the Participant's Beneficiary designation provides otherwise; or (2) the Beneficiary has properly designated a beneficiary. A Beneficiary only may designate a beneficiary for the Participant's Account Balance remaining at the Beneficiary's death, if the Participant has not previously designated a successive contingent beneficiary and the Beneficiary's designation otherwise complies with the Plan terms. The Plan Administrator will direct a Trustee if applicable as to the method and to whom the Trustee will make payment under this Section 6.02.

### **6.03 SALARY REDUCTION AGREEMENT.**

**(A) General.** A Participant must elect to make Salary Reduction Contributions on a Salary Reduction Agreement form the Plan Administrator provides for this purpose. The Salary Reduction Agreement must be consistent with the Employer's Adoption Agreement elections and the Plan Administrator in a Salary Reduction Agreement may impose such other terms and limitations as the Plan Administrator may determine.

**(B) Election Timing.** A Participant's Salary Reduction Agreement may not take effect earlier than the first day of the calendar month following the date the Participant executes the

Salary Reduction Agreement and as to Compensation paid or made available in such calendar month. However, if an Employee is eligible to become a Participant during the Employee's calendar month of hire, the Employee may execute a Salary Reduction Agreement on or before the date he/she becomes an Employee, effective for the month in which he/she becomes an Employee.

**(C) Sick, Vacation and Back Pay.** If the Employer in the Adoption Agreement permits Participants to make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay, a Participant who will incur a Severance from Employment may execute a Salary Reduction Agreement before such amounts are paid or made available provided: (i) such amounts are paid or made available before the Participant incurs the Severance; and (ii) the Participant is an Employee in that month.

**(D) Modification of Salary Reduction Agreement.** A Participant's Salary Reduction Agreement remains in effect until a Participant modifies it or ceases to be eligible to participate in the Plan. A Participant may modify his or her Salary Reduction Agreement by executing a new Salary Reduction Agreement. Any modification will become effective no earlier than the beginning of the calendar month commencing after the date the Participant executes the new Salary Reduction Agreement. Filing a new Salary Reduction Agreement will revoke all Salary Reduction Agreements filed prior to that date. The Employer or Plan Administrator may restrict the Participant's right to modify his or her Salary Reduction Agreement in any Taxable Year.

**6.04 PERSONAL DATA TO PLAN ADMINISTRATOR.** Each Participant and each Beneficiary of a deceased Participant must furnish to the Plan Administrator such evidence, data or information as the Plan Administrator considers necessary or desirable for the purpose of administering the Plan. The provisions of this Plan are effective for the benefit of each Participant upon the condition precedent that each Participant will furnish promptly full, true and complete evidence, data and information when requested by the Plan Administrator, provided the Plan Administrator advises each Participant of the effect of his or her failure to comply with its request.

**6.05 ADDRESS FOR NOTIFICATION.** Each Participant and each Beneficiary of a deceased Participant must file with the Plan Administrator from time to time, in writing, his or her address and any change of address. Any communication, statement or notice addressed to a Participant, or Beneficiary, at his or her last address filed with the Plan Administrator, or as shown on the records of the Employer, binds the Participant, or Beneficiary, for all purposes of this Plan.

**6.06 PARTICIPANT OR BENEFICIARY INCAPACITATED.** If, in the opinion of the Plan Administrator or of the Trustee, a Participant or Beneficiary entitled to a Plan distribution is not able to care for his or her affairs because of a mental condition, a physical condition, or by reason of age, the Plan Administrator or at the direction of the Plan Administrator, the Trustee, may make the distribution to the Participant's or Beneficiary's guardian, conservator, trustee, custodian (including under a Uniform Transfers or Gifts to Minors Act) or to his or her attorney-in-fact or to other legal representative upon furnishing evidence of such status satisfactory to the Plan Administrator and to the Trustee. The Plan Administrator and the Trustee do not have any liability with respect to payments so made and neither the Plan Administrator nor the Trustee has any duty to make inquiry as to the competence of any person entitled to receive payments under the Plan.



## ARTICLE VII MISCELLANEOUS

7.01 NO ASSIGNMENT OR ALIENATION. A Participant or Beneficiary does not have the right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments under the Plan or Trust and the Plan Administrator and the Trustee will not recognize any such anticipation, assignment, or alienation. The payments and the rights under this Plan are nonassignable and nontransferable. Furthermore, a Participant's or Beneficiary's interest in the Trust is not subject to attachment, garnishment, levy, execution or other legal or equitable process.

7.02 EFFECT ON OTHER PLANS. This Plan does not affect benefits under any other retirement, pension, or benefit plan or system established for the benefit of the Employer's Employees, and participation under this Plan does not affect benefits receivable under any such plan or system, except to the extent provided in such plan or system.

7.03 WORD USAGE. Words used in the masculine will apply to the feminine where applicable, and wherever the context of the Plan dictates, the plural will be read as the singular and the singular as the plural.

7.04 STATE LAW. The laws of the state of the Employer's principal place of business will determine all questions arising with respect to the provisions of this Plan, except to the extent Federal law supersedes State law.

7.05 EMPLOYMENT NOT GUARANTEED. Nothing contained in this Plan, or any modification or amendment to the Plan, or in the creation of any Account, or the payment of any benefit, gives any Employee, Participant or Beneficiary any right to continue employment, any legal or equitable right against the Employer, the Plan Administrator, the Trustee, any other Employee of the Employer, or any agents thereof except as expressly provided by the Plan.

7.06 NOTICE, DESIGNATION, ELECTION, CONSENT AND WAIVER. All notices under the Plan and all Participant or Beneficiary designations, elections, consents or waivers must be in writing and made in a form the Plan Administrator specifies or otherwise approves. To the extent permitted by Treasury regulations or other applicable guidance, any Plan notice, election, consent or waiver may be transmitted electronically. Any person entitled to notice under the Plan may waive the notice or shorten the notice period except as otherwise required by the Code.



## ARTICLE VIII

### TRUST PROVISIONS—GOVERNMENTAL ELIGIBLE 457 PLAN

**8.01 GOVERNMENTAL ELIGIBLE 457 PLAN.** The provisions of this Article VIII apply to a Governmental Eligible 457 Plan and do not apply to a Tax-Exempt Organization Eligible 457 Plan. The Employer in the Adoption Agreement may elect to substitute another trust (attached to this Plan as "Appendix A") or to modify any provision of Article VIII, consistent with Code §457(g) and applicable Treasury regulations.

**8.02 ACCEPTANCE/HOLDING.** The Trustee accepts the Trust created under the Plan and agrees to perform the duties and obligations imposed. The Trustee must hold in trust under this Article VIII, all Deferred Compensation until paid in accordance with the Plan terms.

**8.03 RECEIPT OF CONTRIBUTIONS.** The Trustee is accountable to the Employer for the funds contributed to it by the Employer or the Plan Administrator, but the Trustee does not have any duty to see that the contributions received comply with the provisions of the Plan.

**8.04 FULL INVESTMENT POWERS.** The Trustee has full discretion and authority with regard to the investment of the Trust, except with respect to a Trust asset under Participant direction of investment, in accordance with Section 8.12. The Trustee is authorized and empowered, but not by way of limitation, to exercise and perform the following powers, rights and duties:

(a) To invest any part or all of the Trust in any common or preferred stocks, open-end or closed-end mutual funds, put and call options traded on a national exchange, United States retirement plan bonds, corporate bonds, debentures, convertible debentures, commercial paper, U. S. Treasury bills, U. S. Treasury notes and other direct or indirect obligations of the United States Government or its agencies, improved or unimproved real estate situated in the United States, limited partnerships, insurance contracts of any type, mortgages, notes or other property of any kind, real or personal, and to buy or sell options on common stock on a nationally recognized options exchange with or without holding the underlying common stock, as a prudent person would do under like circumstances. Any investment made or retained by the Trustee in good faith will be proper but must be of a kind constituting a diversification considered by law suitable for trust investments;

(b) To retain in cash so much of the Trust as it may deem advisable to satisfy liquidity needs of the Plan and to deposit any cash held in the Trust in a bank account at reasonable interest;

(c) To invest, if the Trustee is a bank or similar financial institution supervised by the United States or by a State, in any type of deposit of the Trustee (or a bank related to the Trustee within the meaning of Code §414(b)) at a reasonable rate of interest or in a common trust fund as described in Code §584, or in a collective investment fund, the provisions of which the Trust incorporates by this reference, which the Trustee (or its affiliate, as defined in Code §1504) maintains exclusively for the collective investment of money contributed by the bank (or its affiliate) in its capacity as Trustee and which conforms to the rules of the Comptroller of the Currency;

(d) To manage, sell, contract to sell, grant options to purchase, convey, exchange, transfer, abandon, improve, repair, insure, lease for any term even though commencing in the future or extending beyond the term of the Trust, and otherwise deal with all property, real or personal, in such manner, for such

considerations and on such terms and conditions as the Trustee decides;

(e) To credit and distribute the Trust as directed by the Plan Administrator of the Plan. The Trustee will not be obliged to inquire as to whether any payee or distributee is entitled to any payment or whether the distribution is proper or within the terms of the Plan, or as to the manner of making any payment or distribution. The Trustee will be accountable only to the Plan Administrator for any payment or distribution made by it in good faith on the order or direction of the Plan Administrator;

(f) To borrow money, to assume indebtedness, extend mortgages and encumber by mortgage or pledge;

(g) To compromise, contest, arbitrate or abandon claims and demands, in the Trustee's discretion;

(h) To have with respect to the Trust all of the rights of an individual owner, including the power to exercise any and all voting rights associated with Trust assets, to give proxies, to participate in any voting trusts, mergers, consolidations or liquidations, to tender shares and to exercise or sell stock subscriptions or conversion rights;

(i) To lease for oil, gas and other mineral purposes and to create mineral severances by grant or reservation; to pool or unitize interest in oil, gas and other minerals; and to enter into operating agreements and to execute division and transfer orders;

(j) To hold any securities or other property in the name of the Trustee or its nominee, with depositories or agent depositories or in another form as it may deem best, with or without disclosing the trust relationship;

(k) To perform any and all other acts in its judgment necessary or appropriate for the proper and advantageous management, investment and distribution of the Trust;

(l) To retain any funds or property subject to any dispute without liability for the payment of interest, and to decline to make payment or delivery of the funds or property until a court of competent jurisdiction makes a final adjudication;

(m) To file all tax returns required of the Trustee;

(n) To furnish to the Employer and the Plan Administrator an annual statement of account showing the condition of the Trust and all investments, receipts, disbursements and other transactions effected by the Trustee during the Plan Year covered by the statement and also stating the assets of the Trust held at the end of the Plan Year, which accounts will be conclusive on all persons, including the Employer and the Plan Administrator, except as to any act or transaction concerning which the Employer or the Plan Administrator files with the Trustee written exceptions or objections within 90 days after the receipt of the accounts; and

(o) To begin, maintain or defend any litigation necessary in connection with the administration of the Trust, except that the Trustee will not be obliged or required to do so unless indemnified to its satisfaction.

**(A) Nondiscretionary Trustee.** The Employer in the Adoption Agreement may elect to appoint a Nondiscretionary Trustee, subject to this Section 8.04(A). The Nondiscretionary Trustee does not have any discretion or authority with regard to the



investment of the Trust, but must act solely as a directed Trustee hereunder. The Nondiscretionary Trustee is authorized and empowered to exercise and perform the above Section 8.04 powers, rights and duties provided that the Trustee shall act solely as a directed Trustee and only in accordance with the written direction of the Employer, the Plan Administrator or of a Participant as applicable. The Nondiscretionary Trustee is not liable for making, retaining or disposing of any investment or for taking or failing to take any other action, in accordance with proper Employer, Plan Administrator or Participant direction.

**8.05 RECORDS AND STATEMENTS.** The records of the Trustee pertaining to the Trust will be open to the inspection of the Plan Administrator and the Employer at all reasonable times and may be audited from time to time by any person or persons as the Employer or Plan Administrator may specify in writing. The Trustee will furnish the Plan Administrator whatever information relating to the Trust the Plan Administrator considers necessary.

**8.06 FEES AND EXPENSES FROM FUND.** The Trustee will receive reasonable annual compensation in accordance with its fee schedule as published from time to time. The Trustee will pay from the Trust all fees and expenses the Trustee reasonably incurs in its administration of the Trust, unless the Employer pays the fees and expenses.

**8.07 PROFESSIONAL AGENTS.** The Trustee may employ and pay from the Trust reasonable compensation to agents, attorneys, accountants and other persons to advise the Trustee as in its opinion may be necessary. The Trustee may delegate to any agent, attorney, accountant or other person selected by it any non-Trustee power or duty vested in it by the Trust, and the Trustee may act or refrain from acting on the advice or opinion of any agent, attorney, accountant or other person so selected.

**8.08 DISTRIBUTION OF CASH OR PROPERTY.** The Trustee may make distribution under the Plan in cash or property, or partly in each, at its fair market value as determined by the Trustee.

**8.09 RESIGNATION AND REMOVAL.** The Trustee or the Custodian may resign its position by giving written notice to the Employer and to the Plan Administrator. The Trustee's notice must specify the effective date of the Trustee's resignation, which date must be at least 30 days following the date of the Trustee's notice, unless the Employer consents in writing to shorter notice.

The Employer may remove a Trustee or a Custodian by giving written notice to the affected party. The Employer's notice must specify the effective date of removal which date must be at least 30 days following the date of the Employer's notice, except where the Employer reasonably determines a shorter notice period or immediate removal is necessary to protect Plan assets.

#### **8.10 SUCCESSOR TRUSTEE.**

**(A) Appointment.** In the event of the resignation or the removal of a Trustee, where no other Trustee continues to service, the Employer must appoint a successor Trustee if it intends to continue the Plan. If two or more persons hold the position of Trustee, in the event of the removal of one such person, during any period the selection of a replacement is pending, or during any period such person is unable to serve for any reason, the remaining person or persons will act as the Trustee. If the Employer fails to appoint a successor Trustee as of the effective date of the Trustee resignation or removal and no other Trustee remains, the Trustee will treat the Employer as

having appointed itself as Trustee and as having filed the Employer's acceptance of appointment as successor Trustee with the former Trustee.

**(B) Automatic Successor.** Any corporation which succeeds to the trust business of the Trustee, or results from any merger or consolidation to which the Trustee is a party, or is the transferee of substantially all the Trustee's assets, will be the successor to the Trustee under this Trust. The successor Trustee will possess all rights, duties and powers under this Trust as if the successor Trustee were the original Trustee. Neither the Trustee nor the successor Trustee need provide notice to any interested person of any transaction resulting in a successor Trustee. The successor Trustee need not file or execute any additional instrument or perform any additional act to become successor Trustee.

**8.11 VALUATION OF TRUST.** The Trustee will value the Trust as of each Accounting Date to determine the fair market value of the Trust assets. The Trustee will value the Trust on such other date(s) the Plan Administrator may direct.

**8.12 PARTICIPANT DIRECTION OF INVESTMENT.** Consistent with the Plan Administrator's policy adopted under Section 5.02(1), the Trustee may consent in writing to permit Participants in the Plan to direct the investment to the Trust assets. The Plan Administrator will advise the Trustee of the portion of the Trust credited to each Participant's Account under the Plan, and subject to such Participant direction. As a condition of Participant direction, the Trustee may impose such conditions, limitations and other provisions as the Trustee may deem appropriate and as are consistent with the Plan Administrator's policy. The Trustee will report to the Plan Administrator the net income, gain or losses incurred by each Participant-Directed Account separately from the net income, gain or losses incurred by the general Trust during the Trust Year.

**8.13 THIRD PARTY RELIANCE.** No person dealing with the Trustee will be obliged to see to the proper application of any money paid or property delivered to the Trustee, or to inquire whether the Trustee has acted pursuant to any of the terms of the Trust. Each person dealing with the Trustee may act upon any notice, request or representation in writing by the Trustee, or by the Trustee's duly authorized agent, and will not be liable to any person whomsoever in so doing. The certificate of the Trustee that it is acting in accordance with the Trust will be conclusive in favor of any person relying on the certificate.

**8.14 INVALIDITY OF ANY TRUST PROVISION.** If any clause or provision of this Article VIII proves to be or is adjudged to be invalid or void for any reason, such void or invalid clause or provision will not affect any of the other provisions of this Article VIII and the balance of the Trust provisions will remain operative.

**8.15 EXCLUSIVE BENEFIT.** The Trustee will hold all the assets of the Trust for the exclusive benefit of the Participants and their Beneficiaries and neither the Employer nor the Trustee will use or divert any part of the corpus or income of the Trust for purposes other than the exclusive benefit of the Participants and Beneficiaries of the Plan. The Employer will not have any right to the assets held by the Trustee and the Trust assets will not be subject to the claims of the Employer's creditors or, except as provided in Section 4.06, of the creditors of any Participant or Beneficiary. No Participant or Beneficiary shall have any right to sell, assign, transfer or otherwise convey his or her Account or any interest in his or her Deferred Compensation. Notwithstanding the foregoing, the Plan Administrator may pay from a Participant's or Beneficiary's Account the amount the Plan Administrator finds is lawfully



demand under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary. The Trust created under the Employer's Plan is irrevocable and its assets will not inure to the benefit of the Employer.

**8.16 SUBSTITUTION OF CUSTODIAL ACCOUNT OR ANNUITY CONTRACT.** The Employer in the Adoption Agreement may elect to use one or more custodial accounts or annuity contracts in lieu of or in addition to the Trust established in this Article VIII. Any such custodial account or annuity contract must satisfy the requirements of Code §457(g)(3) and applicable Treasury regulations.

**8.17 GROUP TRUST AUTHORITY.** Notwithstanding any contrary provision in this Plan, the Trustee may, unless restricted in writing by the Plan Administrator, transfer assets of the Plan to a group trust that is operated or maintained exclusively for the commingling and collective investment of monies provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Code §401(a), individual retirement accounts that are exempt under Code §408(e), and eligible governmental plans that meets the requirements of Code §457(b). For this purpose, a trust includes a custodial account that is treated as a trust under Code §401(f) or under Code §457(g)(3). For purposes of valuation, the value of the interest maintained by the Plan in such group trust shall be the fair market value of the portion of the group trust held for Plan, determined in accordance with generally recognized valuation procedures.



## ARTICLE IX AMENDMENT, TERMINATION, TRANSFERS

9.01 AMENDMENT BY EMPLOYER/SPONSOR. The Employer has the right at any time and from time to time:

(a) To amend this Plan and Trust Agreement and the Adoption Agreement in any manner it deems necessary or advisable in order to continue the status of this Plan as an Eligible 457 Plan; and

(b) To amend this Plan and Trust Agreement and the Adoption Agreement in any other manner, including deletion, substitution or modification of any Plan, Trust or Adoption Agreement provision.

The Employer must make all amendments in writing. The Employer may amend the Plan by an Adoption Agreement election, by addenda, by separate amendment, or by restatement of the Adoption Agreement or Plan. Each amendment must state the date to which it is either retroactively or prospectively effective. The Employer also may not make any amendment that affects the rights, duties or responsibilities of the Trustee or the Plan Administrator without the written consent of the affected Trustee or the Plan Administrator.

9.02 TERMINATION/FREEZING OF PLAN. The Employer has the right, at any time, to terminate this Plan or to cease (freeze) further Deferral Contributions to the Plan. Upon termination or freezing of the Plan, the provisions of the Plan (other than provisions permitting continued Deferral Contributions) remain operative until distribution of all Accounts. Upon Plan termination, the Plan Administrator or Trustee shall distribute to Participants and Beneficiaries all Deferred Compensation as soon as is reasonably practicable following termination.

9.03 TRANSFERS. The Employer may enter into a Transfer agreement with another employer under which this Plan: (a) may accept a Transfer of a Participant's Account in the other employer's Eligible 457 Plan; or (b) may Transfer a Participant's (or Beneficiary's) Account in this Plan to the other employer's Eligible 457 Plan. The plan sponsors of the plans involved in the Transfer both must be States or both must be Tax-Exempt Organizations and the plans must provide for Transfers. The Participant or Beneficiary, after the Transfer will have Deferred Compensation in the recipient plan at least equal to his or her Deferred Compensation in the transferring plan immediately before the Transfer. Any Transfer also must comply with applicable Treasury regulations, and in particular Treas. Reg. §§1.457-10(b)(2) as to post-severance transfers between Governmental Eligible 457 Plans; 1.457-10(b)(3) as to transfers of all assets between Governmental Eligible 457 Plans; 1.457-10(b)(4) as to transfers between Governmental Eligible 457 Plans of the same Employer; and 1.457-10(b)(5) as to post-severance transfers between Tax-Exempt Organization Eligible 457 Plans. The Plan Administrator will credit any Transfer accepted under this Section 9.03 to the Participant's Account and will treat the transferred amount as a Deferral Contribution for all purposes of this Plan except the Plan Administrator, will not treat such Transfer as a Deferral Contribution subject to the limitations of Article III. In addition, in the case of a Transfer between Tax-Exempt Organization Eligible Plans, the recipient plans shall apply a Participant's distribution elections made under the transferor plan in accordance with Treas. Reg. §1.457-10(b)(6)(ii). The Plan's Transfer of any Participant's or Beneficiary's Account under this Section 9.03 completely discharges the Employer, the Plan Administrator, the Trustee and the Plan from any liability to the Participant or Beneficiary for any Plan benefits.

### 9.04 PURCHASE OF PERMISSIVE SERVICE CREDIT.

A Participant in a Governmental Eligible 457 Plan, prior to otherwise incurring a distributable event under Article IV, may direct the Trustee to transfer all or a portion of his or her Account to a governmental defined benefit plan (under Code §414(d)) for: (a) the purchase of permissive service credit (under Code §415(n)(3)(A)) under such plan, or (b) the repayment of contributions and earnings previously refunded with respect to a forfeiture of service credited under the plan (or under another governmental plan within the same State) to which Code §415 does not apply by reason of Code §415(k)(3).





Staff Report

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**File #:** 21-0785

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**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 09/01/2021

**TO:** Honorable Mayor and City Council Members

**FROM:** Utilities Department

**SUBJECT:**

Resolution approving and attesting to the veracity of the 2020 Power Source Disclosure Program Annual Report and associated Power Content Label to the California Energy Commission for the year ending December 31, 2020.

**EXECUTIVE SUMMARY:**

For compliance under the California Energy Commission regulation, all Publicly Owned Utilities' governing bodies are required to approve and attest to the veracity of the Power Source Disclosure Program Annual Reports and the associated Power Content Label by October 1<sup>st</sup> of each year.

**RECOMMENDED ACTION:**

**That the City Council** adopt Resolution No. 2021-103, approving and attesting to the veracity of the 2020 Power Source Disclosure Program Annual Report and associated Power Content Label to the California Energy Commission for the year ending December 31, 2020.

**BACKGROUND & HISTORY:**

The requirement of this process was initiated by Senate Bill 1305 (SB 1305) in 1997 to ensure that all retail suppliers of electricity disclose to consumers the sources of energy used to provide the electric service in an accurate, reliable, and easy to understand manner. The SB 1305 Report is commonly referred to as the Power Source Disclosure (PSD) Report. The Utilities Department, previously the Department of Water and Power, submits an annual PSD Report to the California Energy Commission (CEC) by June 1<sup>st</sup> each year. The information contained in this report is used to prepare the annual Power Content Label (PCL), which is provided to our customers by October 1<sup>st</sup> of each year by posting the PCL on the City's website and the CEC's website.



**ANALYSIS:**

In 2017, the CEC regulation implemented by SB 1305 was amended by Assembly Bill 162, and the changes became retroactive effective to October 31, 2016. The changes included a provision that requires utilities to engage a third-party certified public accountant to perform an audit to verify the specific purchases, resales, and self-consumption of energy by fuel type. The regulation includes an exemption from the audit requirement for publicly owned electric utilities if the governing board of the utility, at a public meeting, approves and attests to the veracity of the data contained in the PSD Report and PCL.

The aforementioned audit exemption can only be applied to one electric service product offered by the utility; any additional products are required to go through an auditing process to satisfy the audit requirement. In the City of Corona's case, this means that the standard power mix can be approved by the City Council, as described above.

The annual PSD Report for Calendar Year 2020 was submitted to the CEC in June 2021, along with an associated staff attestation form. The 2020 PCL was posted on the City's website per the CEC regulations. The attached Resolution No 2021-103 approves the annual PSD Report and PCL submission. Further, it provides the attestation to the veracity of both the PSD Report and PCL as required for exemption from the third-party audit requirement for the City's standard power mix.

Adoption of Resolution No. 2021-103 will enable the City to comply with the CEC regulation implemented by SB 1305.

**FINANCIAL IMPACT:**

There is no fiscal impact associated with this item.

**ENVIRONMENTAL ANALYSIS:**

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action approves and attests to the veracity of the 2020 Power Source Disclosure Program Annual Report and associated Power Content Label. Therefore, no further environmental review is required.

**PREPARED BY:** CURTIS SHOWALTER, ADMINISTRATIVE MANAGER IV

**REVIEWED BY:** TOM MOODY, GENERAL MANAGER



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**File #:** 21-0785

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**Attachments:**

1. Exhibit 1 - Resolution No. 2021-103



**RESOLUTION NO. 2021-103**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, APPROVING AND ATTESTING TO THE VERACITY OF THE 2020 POWER SOURCE DISCLOSURE PROGRAM ANNUAL REPORT AND POWER CONTENT LABEL TO THE CALIFORNIA ENERGY COMMISSION FOR YEAR ENDING DECEMBER 31, 2020.**

**WHEREAS**, the City of Corona (City), a municipal corporation, is authorized under various provisions of the California Constitution and the general laws of California (including, specifically, Article XI, section 9(a) of the California Constitution, Public Utilities Code (PUC) Section 10004, and Government Code section 39732(a) to establish, purchase, and operate a public utility to furnish its inhabitants with, among other things, electricity; and

**WHEREAS**, the City operates a municipal electric utility (City of Corona Utilities Department (UD), previously the Department of Water and Power); and

**WHEREAS**, as a municipal electric utility, UD is generally subject to the legislative and regulatory requirement applicable to local publicly owned electric utilities (POUs); and

**WHEREAS**, Senate Bill 1305, as amended by Assembly Bill 162, requires retail suppliers of electricity to disclose its sources of energy being used to the California Energy Commission (CEC) and to consumers in the form of the Power Source Disclosure Program Annual Report and the Power Content Label; and

**WHEREAS**, the 2020 Power Source Disclosure Program Annual Report and Power Content Label have been submitted to the CEC and the Power Content Label has been posted to the City's website for consumers to review; and

**WHEREAS**, the 2020 Power Source Disclosure Program Annual Report includes attestation from the Administrative Manager IV of UD, an authorized agent of the UD, under penalty of perjury, confirming the accuracy of the information provided.

**NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Corona, California, as follows:**

**Section 1.** The City Council hereby approves and attest to the veracity of the 2020 Power Source Disclosure Program Annual Report and Power Content Label, attached to this Resolution as Exhibit A (incorporated herein by reference).

**Section 2.** The City Clerk shall certify to the adoption of this Resolution.

**Section 3.** This Resolution shall take effect immediately upon its adoption.



**PASSED, APPROVED AND ADOPTED** this 1<sup>st</sup> day of September 2021.

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Mayor of the City of Corona, California

**ATTEST:**

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City Clerk of the City of Corona, California



**CERTIFICATION**

I, Sylvia Edwards, City Clerk of the City of Corona, certify that the foregoing Resolution was adopted by the City Council of the City of Corona at a regular meeting held on the 1<sup>st</sup> day of September 2021, by the following vote:

**AYES:**

**NOES:**

**ABSTAINED:**

**ABSENT:**

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of Corona this 1<sup>st</sup> day of September 2021.

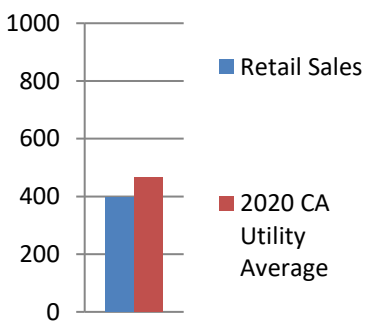
\_\_\_\_\_  
City Clerk of the City of Corona



## **EXHIBIT A**

2020 Power Content Label (PCL)  
(next 1 page)



2020 POWER CONTENT LABEL				
City of Corona Department of Water and Power				
<a href="http://www.coronaca.gov/government/department-of-water-and-power/businesses/electric-services-rates">www.coronaca.gov/government/department-of-water-and-power/businesses/electric-services-rates</a>				
Greenhouse Gas Emissions Intensity (lbs CO <sub>2</sub> e/MWh)		Energy Resources	Retail Sales	2020 CA Power Mix
Retail Sales	2020 CA Utility Average	<b>Eligible Renewable<sup>1</sup></b> Biomass & Biowaste Geothermal Eligible Hydroelectric Solar Wind  <b>Coal</b> <b>Large Hydroelectric</b> <b>Natural Gas</b> <b>Nuclear</b> <b>Other</b> <b>Unspecified Power<sup>2</sup></b> <b>TOTAL</b>	<b>47.7%</b>	<b>33.1%</b>
<b>396</b>	<b>466</b>		0.0%	2.5%
			0.0%	4.9%
			0.0%	1.4%
			18.8%	13.2%
			29.0%	11.1%
			<b>0.0%</b>	<b>2.7%</b>
			<b>9.5%</b>	<b>12.2%</b>
			<b>0.0%</b>	<b>37.1%</b>
			<b>0.7%</b>	<b>9.3%</b>
<b>0.0%</b>	<b>0.2%</b>			
		<b>42.0%</b>	<b>5.4%</b>	
		<b>100.0%</b>	<b>100.0%</b>	
Percentage of Retail Sales Covered by Retired Unbundled RECs <sup>3</sup> :			<b>7%</b>	
<sup>1</sup> The eligible renewable percentage above does not reflect RPS compliance, which is determined using a different methodology.				
<sup>2</sup> Unspecified power is electricity that has been purchased through open market transactions and is not traceable to a specific generation source.				
<sup>3</sup> Renewable energy credits (RECs) are tracking instruments issued for renewable generation. Unbundled renewable energy credits (RECs) represent renewable generation that was not delivered to serve retail sales. Unbundled RECs are not reflected in the power mix or GHG emissions intensities above.				
For specific information about this electricity portfolio, contact:		<b>Corona Depart. of Water &amp; Power</b> <b>951.279.3677</b>		
For general information about the Power Content Label, visit:		<a href="http://www.energy.ca.gov/pcl/">http://www.energy.ca.gov/pcl/</a>		
For additional questions, please contact the California Energy Commission at:		Toll-free in California: 844-454-2906 Outside California: 916-653-0237		



## **EXHIBIT B**

Power Source Disclosure Program Report - Year 2020  
(next 9 pages)



## 2020 POWER SOURCE DISCLOSURE ANNUAL REPORT For the Year Ending December 31, 2020

Retail suppliers are required to use the posted template and are not allowed to make edits to this format. Please complete all requested information.

### GENERAL INSTRUCTIONS

RETAIL SUPPLIER NAME	
City of Corona Department of Water and Power	
ELECTRICITY PORTFOLIO NAME	
Retail Sales	
CONTACT INFORMATION	
NAME	Curtis Showalter
TITLE	Administrative Manager IV
MAILING ADDRESS	755 Public Safety Way
CITY, STATE, ZIP	Corona, CA 92880
PHONE	951.279.3677
EMAIL	Curtis.Showalter@CoronaCA.gov
WEBSITE URL FOR PCL POSTING	<a href="https://www.coronaca.gov/government/departments-divisions/departments-of-water-and-power/customer-care/services/electric-services-rates">https://www.coronaca.gov/government/departments-divisions/departments-of-water-and-power/customer-care/services/electric-services-rates</a>

Submit the Annual Report and signed Attestation in PDF format with the Excel version of the Annual Report to [PSDprogram@energy.ca.gov](mailto:PSDprogram@energy.ca.gov). Remember to complete the Retail Supplier Name, Electricity Portfolio Name, and contact information above, and submit separate reports and attestations for each additional portfolio if multiple were offered in the previous year.

**NOTE:** Information submitted in this report is not automatically held confidential. If your company wishes the information submitted to be considered confidential an authorized representative must submit an application for confidential designation (CEC-13), which can be found on the California Energy Commissions's website at <https://www.energy.ca.gov/about/divisions-and-offices/chief-counsels-office>.

If you have questions, contact Power Source Disclosure (PSD) staff at [PSDprogram@energy.ca.gov](mailto:PSDprogram@energy.ca.gov) or (916) 639-0573.



## INTRODUCTION

Retail suppliers are required to submit separate Annual Reports for each electricity portfolio offered to California retail consumers in the previous calendar year. Enter the Retail Supplier Name and Electricity Portfolio Name at the top of Schedule 1, Schedule 2, Schedule 3, and the Attestation.

A complete Annual Report includes the following tabs:

PSD Intro
Instructions
Schedule 1 - Procurements and Retail Sales
Schedule 2 - Retired Unbundled Renewable Energy Credits (RECs)
Schedule 3 - Annual Power Content Label Data
GHG Emissions Factors
Asset-Controlling Supplier (ACS) Procurement Calculator
PSD Attestation

## INSTRUCTIONS

### Schedule 1: Procurements and Retail Sales

Retail suppliers of electricity must complete this schedule by entering information about all power procurements and generation that served the identified electricity portfolio covered in this filing in the prior year. The schedule is divided into sections: directly delivered renewables, firm-and-shaped imports, specified non-renewables, and procurements from ACSs. Insert additional rows as needed to report all procurements or generation serving the subject product. Provide the annual retail sales for the subject product in the appropriate space. At the bottom of Schedule 1, provide the retail suppliers' other electricity end-uses that are not retail sales, such as transmission and distribution losses. Retail suppliers shall submit a purchase agreement or ownership arrangement documentation substantiating that any eligible firm-and-shaped product for which it is claiming an exclusion was executed prior to January 1, 2019. **Any retail supplier that offered multiple electricity portfolios in the prior year must submit separate Annual Reports for each portfolio offered.**

**Specified Purchases:** A Specified Purchase refers to a transaction in which electricity is traceable to specific generating facilities by any auditable contract trail or equivalent, such as a tradable commodity system, that provides commercial verification that the electricity claimed has been sold once and only once to retail consumers. Do not enter data in the grey fields. For specified purchases, include enter following information for each line item:

**Facility Name** - Provide the name used to identify the facility.

**Fuel Type** - Provide the resource type (solar, natural gas, etc.) that this facility uses to generate electricity.

**Location** - Provide the state or province in which the facility is located.

**Identification Numbers** - Provide all applicable identification numbers from the Western Renewable Energy Generation Information System (WREGIS), the Energy Information Agency (EIA), and the California Renewables Portfolio Standard (RPS).

**Gross Megawatt Hours Procured** - Provide the quantity of electricity procured in MWh from the generating facility.

**Megawatt Hours Resold** - Provide the quantity of electricity resold at wholesale.

**Unspecified Power:** Unspecified Power refers to electricity that is not traceable to specific generation sources by any auditable contract trail or equivalent, or to power purchases from a transaction that expressly transferred energy only and not the RECs associated from a facility. **Do not enter procurements of unspecified power.** The schedule will calculate unspecified power procurements automatically.

### Schedule 2: Retired Unbundled RECs

Complete this schedule by entering information about unbundled REC retirements in the previous calendar year.

### Schedule 3: Annual Power Content Label Data



This schedule is provided as an automated worksheet that uses the information from Schedule 1 to calculate the power content and GHG emissions intensity for each electricity portfolio. The percentages calculated on this worksheet should be used for your Power Content Label.

### **ACS Resource Mix Calculator**

Retail suppliers may report specified purchases from ACS system power if the ACS provided its fuel mix of its specified system mix to the Energy Commission. Use the calculator to determine the resource-specific procurement quantities, and transfer them to Schedule 1.

### **GHG Emissions Factors**

This tab will be displayed for informational purposes only; it will not be used by reporting entities, since the emissions factors below auto-populate in the relevant fields on Schedules 1 & 3.

### **Attestation**

This template provides the attestation that must be submitted with the Annual Report to the Energy Commission, stating that the information contained in the applicable schedules is correct and that the power has been sold once and only once to retail consumers. This attestation must be included in the package that is transmitted to the Energy Commission. Please provide the complete Annual Report in Excel format and the complete Annual Report with signed attestation in PDF format as well.



Instructions: Enter information about power procurements underlying this electricity portfolio for which your company is filing the Annual Report. Enter additional rows as needed. All fields in white should be filled out. **Fields in grey auto-populate as needed and should not be filled out.** For EIA IDs for unspecified power or specified system mixes from asset-controlling suppliers, enter "unspecified", "BPA," "Powerex," or "Tacoma" as applicable. For specified procurements of ACS power, use the ACS Procurement Calculator to calculate the resource breakdown comprising the ACS system mix. **Procurements of unspecified power must not be entered as line items below; unspecified power will be calculated automatically in cell N9.** Unbundled RECs must not be entered on Schedule 1; these products must be entered on Schedule 2. At the bottom portion of the schedule, provide the other electricity end-uses that are not retail sales including, but not limited to transmission and distribution losses or municipal street lighting. Amounts should be in megawatt-hours.

FIRMED-AND-SHAPED IMPORTS													
Facility Name	Fuel Type	State or Province	WREGIS ID	RPS ID	EIA ID of REC Source	EIA ID of Substitute Power	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO <sub>2</sub> e/MWh)	GHG Emissions (in MT CO <sub>2</sub> e)	Eligible for Grandfathered Emissions?
									-	-	#REF!		
									-	-	#REF!		
									-	-	#REF!		
									-	-	#REF!		
									-	-	#REF!		

[illegible]

PROCUREMENTS FROM ASSET-CONTROLLING SUPPLIERS													
Facility Name	Fuel Type	N/A	N/A	N/A	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO <sub>2</sub> e/MWh)	GHG Emissions (in MT CO <sub>2</sub> e)	N/A
										-	#REF!		
										-	#REF!		
										-	#REF!		
										-	#REF!		

END USES OTHER THAN RETAIL SALES	MWh



<b>Total Retired Unbundled RECs</b>	<b>9,213</b>
-------------------------------------	--------------

1205



**2020 POWER SOURCE DISCLOSURE ANNUAL REPORT**  
**SCHEDULE 3: POWER CONTENT LABEL DATA**  
**For the Year Ending December 31, 2020**  
**City of Corona Department of Water and Power**  
**Retail Sales**

Instructions: No data input is needed on this schedule. Retail suppliers should use these auto-populated calculations to fill out their Power Content Labels.

	Adjusted Net Procured (MWh)	Percent of Total Retail Sales
<b>Renewable Procurements</b>	64,727	47.7%
Biomass & Biowaste	-	0.0%
Geothermal	-	0.0%
Eligible Hydroelectric	-	0.0%
Solar	25,461	18.8%
Wind	39,266	29.0%
Coal	-	0.0%
Large Hydroelectric	12,943	9.5%
Natural gas	-	0.0%
Nuclear	1,002	0.7%
Other	-	0.0%
Unspecified Power	56,919	42.0%
<b>Total</b>	<b>135,591</b>	<b>100.0%</b>

<b>Total Retail Sales (MWh)</b>	<b>135,591</b>
---------------------------------	----------------

<b>GHG Emissions Intensity (converted to lbs CO<sub>2</sub>e/MWh)</b>	<b>#REF!</b>
---	--------------

<b>Percentage of Retail Sales Covered by Retired Unbundled RECs</b>	<b>6.8%</b>
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## ASSET CONTROLLING SUPPLIER RESOURCE MIX CALCULATOR

Instructions: Enter total net specified procurement of ACS system resources into cell A8, A23, or A38. In Column E, the calculator will determine quantities of resource-specific net procurement for entry on Schedule 1.

Powerex				
Net MWh Procured	N/A	Resource Type	Resource Mix Factors	Resource-Specific Procurements from ACS
		Biomass & biowaste		-
		Geothermal		-
		Eligible hydroelectric		-
		Solar		-
		Wind	0.00	-
		Coal		-
		Large hydroelectric	0.88	-
		Natural gas	0.01	-
		Nuclear	0.01	-
		Other	0.04	-
		Unspecified Power	0.06	-

Bonneville Power Administration				
Net MWh Procured	N/A	Resource Type	Resource Mix Factors	Resource-Specific Procurements from ACS
		Biomass & biowaste		-
		Geothermal		-
		Eligible hydroelectric		-
		Solar	0.00	-
		Wind		-
		Coal		-
		Large hydroelectric	0.85	-
		Natural gas	0.00	-
		Nuclear	0.11	-
		Other	0.01	-
		Unspecified Power	0.04	-

Tacoma Power				
Net MWh Procured	N/A	Resource Type	Resource Mix Factors	Resource-Specific Procurements from ACS
		Biomass & biowaste		-
		Geothermal		-
		Eligible hydroelectric		-
		Solar		-
		Wind		-



Coal		-
Large hydroelectric	0.90	-
Natural gas		-
Nuclear	0.06	-
Other		-
Unspecified Power	0.04	-



**POWER SOURCE DISCLOSURE ANNUAL REPORT  
ATTESTATION FORM**

**for the year ending December 31, 2020  
City of Corona Department of Water and Power  
Retail Sales**

I, Curtis Showalter, Administrative Manager IV, declare under penalty of perjury, that the statements contained in this report including Schedules 1, 2, and 3 are true and correct and that I, as an authorized agent of City of Corona Department of Water and Power, have authority to submit this report on the company's behalf. I further declare that the megawatt-hours claimed as specified purchases as shown in these Schedules were, to the best of my knowledge, sold once and only once to retail customers.

Name: Curtis Showalter

Representing (Retail Supplier): City of Corona Department of Water and Power

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



Dated: June 22, 2021

Executed at: The City of Corona





Staff Report

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**File #:** 21-0795

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**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 09/01/2021

**TO:** Honorable Mayor and City Council Members

**FROM:** Finance Department

**SUBJECT:**

Resolution declaring the City's intention to annex territory to Community Facilities District No. 2016-3 (Maintenance Services) and adopting a map of the area proposed to be annexed thereto (Annexation No. 30).

**EXECUTIVE SUMMARY:**

The property owner requests annexation into the City's Community Facilities District No. 2016-3 (Maintenance Services) to provide maintenance services for public facilities within and for the benefit of the proposed development.

**RECOMMENDED ACTION:**

**That the City Council** adopt Resolution No. 2021-106, declaring intention to annex territory to Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona, and adopting a map of the area proposed to be annexed thereto (Annexation No. 30).

**BACKGROUND & HISTORY:**

On December 7, 2016, the City Council approved Resolution No. 2016-112 establishing Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona ("CFD No. 2016-3" or "District") for the purpose of levying special taxes on parcels of taxable property to provide certain services which are necessary to meet increased demands placed upon the City.

Development projects are subject to conditions of approval that require projects to form or annex into a maintenance district. These districts apply an annual fee or special tax upon properties within the District, which provide the revenue to offset the cost of maintenance of the public improvements necessary to serve the development.

Poppybend, LLC, a California Limited Liability Company ("Owner"), has submitted a Petition to the



City requesting that Assessment Parcel Number 120-451-040 be annexed to CFD No. 2016-3. The Petition, including the waiver and consent by the Owner, is on file in the City Clerk's office and authorizes the City to: (1) hold the election and declare election results; (2) shorten election time requirements; (3) waive analysis and arguments; and (4) waive all noticing requirements relating to the conduct of the election immediately following the public hearing.

**ANALYSIS:**

The development is comprised of an empty lot located at the southeast intersection of Fullerton Avenue and Taber Street. The gross acreage for the entire property in the boundary area is approximately 1.51 acres, as shown in Exhibit "A" of Resolution No. 2021-106 ("Subject Parcel"). The Owner proposes to construct four single family residential lots.

As a condition of approval, the Subject Parcel is required to be annexed into CFD No. 2016-3 in order to pay for the maintenance of landscaping, street lighting, street maintenance, drainage, parks, and graffiti abatement.

Should Resolution No. 2021-106 be approved, and the annexation process proceed, a public hearing of the proposed annexation shall be held on October 6, 2021.

**FINANCIAL IMPACT:**

The proposed annexation will establish Tax Zone 30 within the CFD No. 2016-3. The Subject Parcel will be assessed as Single Family Residential and will benefit from the existing and future landscaping, street lighting, street maintenance, drainage, parks, and graffiti abatement. This annexation will yield an estimate of \$6,685 annually in special assessment revenue for the District at build-out as planned.

The total annexation cost will be paid by the Owner.

**ENVIRONMENTAL ANALYSIS:**

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action merely declares the City's intent to annex the Subject Parcel to CFD No. 2016-3 and there is no possibility that adopting this resolution will have a significant effect on the environment. Therefore, no environmental analysis is required.

**PREPARED BY:** LIEN-CHI CANTUBA, FINANCIAL ANALYST III

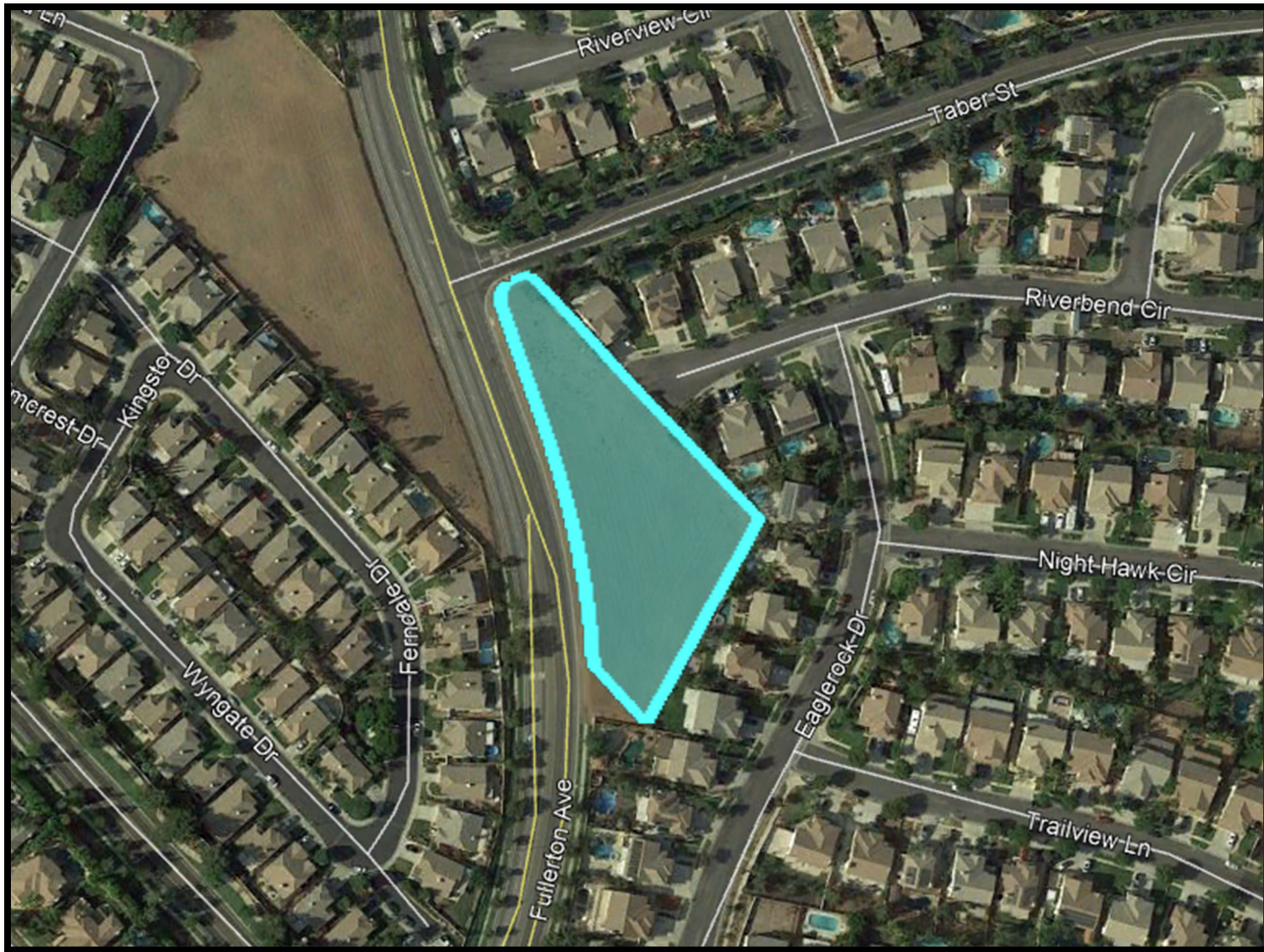
**REVIEWED BY:** KIM SITTON, FINANCE DIRECTOR

**Attachments:**

1. Exhibit 1 - Annexation No. 30 Project Map
2. Exhibit 2 - Resolution No. 2021-106



PROJECT MAP  
CFD NO. 2016-3 (MAINTENANCE SERVICES)  
ANNEXATION NO. 29



SPICER CONSULTING  
GROUP





## **RESOLUTION NO. 2021-106**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA DECLARING INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES) OF THE CITY OF CORONA, AND ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED THERETO (ANNEXATION NO. 30)**

**WHEREAS**, the City Council (the "City Council") of the City of Corona (the "City") has heretofore initiated proceedings for the establishment of Community Facilities District No. 2016-3 of the City of Corona, County of Riverside, State of California (the "Community Facilities District") for the purpose of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property; and

**WHEREAS**, the City has received signed petitions from the owner and developer of a certain parcel of property requesting that such parcel be annexed to the Community Facilities District, and agreeing to the annual levy of special taxes on said property sufficient to pay the costs of such services and costs incidental thereto; and

**WHEREAS**, the City Council is authorized by Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code, commonly known as the "Mello-Roos Community Facilities Act of 1982," (the "Act") to annex territory to the Community Facilities District by complying with the procedures set forth in said Article 3.5.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, AS FOLLOWS:**

**SECTION 1. Intention.** The City Council declares its intention to conduct proceedings pursuant to Article 3.5 of the Act for the annexation to the Community Facilities District of the territory described in Exhibit "A" attached hereto. The City Council determines that the public convenience and necessity require that such territory be annexed to the Community Facilities District.

**SECTION 2. Name of District.** The name of the existing Community Facilities District is Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona, County of Riverside, State of California.

**SECTION 3. Description of Territory Proposed to be Annexed; Annexation Map.** The territory which is included in the Community Facilities District is described on the map of the Community Facilities District recorded on November 7, 2016 in Book 80 of Maps of



Assessment and Community Facilities Districts, page 24, and as Instrument No. 2016-0494014; and the map entitled Annexation Map No. 1 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on March 6, 2017 in Book 80 of Maps of Assessment and Community Facilities Districts, at page 45, and as Instrument No. 2017-0091538; the map entitled Annexation Map No. 2 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on April 25, 2017 in Book 80 of Maps of Assessment and Community Facilities Districts, at page 61, and as Instrument No. 2017-0164857; the map entitled Annexation Map No. 3 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on April 25, 2017 in Book 80 of Maps of Assessment and Community Facilities Districts, at page 60, and as Instrument No. 2017-0164856; the map entitled Annexation Map No. 5 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on May 9, 2018 in Book 82 of Maps of Assessment and Community Facilities Districts, at page 46, and as Instrument No. 2018-0180894; the map entitled Annexation Map No. 6 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on August 8, 2018 in Book 82 of Maps of Assessment and Community Facilities Districts, at page 95, and as Instrument No. 2018-0318806; the map entitled Annexation Map No. 7 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on September 12, 2018 in Book 83 of Maps of Assessment and Community Facilities Districts, at page 3, and as Instrument No. 2018-0366312; the map entitled Annexation Map No. 8 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on October 24, 2018 in Book 83 of Maps of Assessment and Community Facilities Districts, at page 19, and as Instrument No. 2018-0420213; the map entitled Annexation Map No. 9 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on December 12, 2018 in Book 83 of Maps of Assessment and Community Facilities Districts, at page 36, and as Instrument No. 2018-0483574; the map entitled Annexation Map No. 10 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on April 10, 2019 in Book 83 of Maps of Assessment and Community Facilities Districts, at page 71, and as Instrument No. 2019-0121272; the map entitled Annexation Map No. 11 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on April 10, 2019 in Book 83 of Maps of Assessment and Community Facilities Districts, at page 72, and as Instrument No. 2019-0121273; the map entitled Annexation Map No. 12 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on April 10, 2019 in Book 83 of Maps of Assessment and Community Facilities Districts, at page 73, and as Instrument No. 2019-0121274; the map entitled Annexation Map No. 13 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on October 31, 2019 in Book 84 of Maps of Assessment and Community Facilities Districts, at page 47, and as Instrument No. 2019-0443969; the map entitled Annexation Map No. 14 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on October 23, 2019 in Book 84 of Maps of Assessment and Community Facilities Districts, at page 40, and as Instrument No. 2019-0428088; the map entitled Annexation Map No. 15 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on February 26, 2020 in Book 84 of Maps of Assessment and Community Facilities Districts, at page 97, and as Instrument No. 2020-0087079; the map entitled Annexation Map No. 16 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on July 8, 2020 in Book 85 of Maps of Assessment and Community Facilities Districts, at page 44, and as Instrument No. 2020-0296754; the map entitled Annexation Map No. 17 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on June 25, 2020 in Book 85 of Maps of Assessment and Community Facilities Districts, at page 39, and as Instrument No. 2020-



0274667; the map entitled Annexation Map No. 19 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on September 23, 2020 in Book 85 of Maps of Assessment and Community Facilities Districts, at page 61, and as Instrument No. 2020-0451769; the map entitled Annexation Map No. 20 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on September 23, 2020 in Book 85 of Maps of Assessment and Community Facilities Districts, at page 62, and as Instrument No. 2020-0451770; the map entitled Annexation Map No. 21 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on November 12, 2020 in Book 85 of Maps of Assessment and Community Facilities Districts, at page 93, and as Instrument No. 2020-0562417; the map entitled Annexation Map No. 22 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on November 12, 2020 in Book 85 of Maps of Assessment and Community Facilities Districts, at page 94, and as Instrument No. 2020-0562418; the map entitled Annexation Map No. 23 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on April 7, 2021 in Book 86 of Maps of Assessment and Community Facilities Districts, at page 62, and as Instrument No. 2021-0246658; the map entitled Annexation Map No. 24 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on March 24, 2021 in Book 86 of Maps of Assessment and Community Facilities Districts, at page 50, and as Instrument No. 2021-0186140; the map entitled Annexation Map No. 25 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on April 28, 2021 in Book 86 of Maps of Assessment and Community Facilities Districts, at page 94, and as Instrument No. 2021-0264410; the map entitled Annexation Map No. 27 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on July 28, 2021 in Book 87 of Maps of Assessment and Community Facilities Districts, at page 32, and as Instrument No. 2021-0450034; and the map entitled Annexation Map No. 29 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on August 5, 2021 in Book 87 of Maps of Assessment and Community Facilities Districts, at page 43, and as Instrument No. 2021-0469342 in the official records of the County of Riverside. The territory proposed to be annexed to the Community Facilities District is described in Exhibit "A" attached hereto and by this reference made a part hereof. Such territory is also shown and described on the map thereof entitled "Annexation Map No. 30, Community Facilities District No. 2016-3 (Maintenance Services) City of Corona, County of Riverside, State of California," which is on file with the City Clerk (the "Annexation Map").

**SECTION 4.** Types of Services, Incidental Expenses; Plan for Providing Services. The Community Facilities District shall provide and finance the annual costs of maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-way, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use, including, but not limited to, maintenance and lighting of parks, parkways, streets, roads and open space, maintenance and operation of water quality improvements and storm drainage systems, and public street sweeping, within and in the area of the Community Facilities District. The Community Facilities District shall also finance cost associated with the determination of the amount of and the levy and collection of special taxes which are levied to provide such services and costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District.



**SECTION 5. Special Taxes.** Except where funds are otherwise available, special taxes sufficient to pay the costs of the services described in Section 4 above and the annual administrative expenses of the City and the Community Facilities District in determining, apportioning, levying and collecting such special taxes, shall be annually levied within the territory proposed to be annexed to the Community Facilities District. Pursuant to Section 53340 of the California Government Code, the special taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes. However, under no circumstances shall the special tax levied against any parcel subject to the levy of the special tax be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within the Community Facilities District by more than ten (10) percent. The rates and method of apportionment of said special taxes shall be as set forth in Exhibit "B" attached hereto and by this reference made a part hereof. The rate of special tax to be levied on property within the territory proposed to be annexed to the Community Facilities District in any fiscal year to pay the cost of the services described in Section 4 above shall be equal to the rate of special tax which will be levied on all other property within the Community Facilities District to pay the cost of such services in such fiscal year.

**SECTION 6. Adoption of Annexation Map.** Pursuant to Section 3110.5 of the Streets and Highways Code, the City Council adopts the Annexation Map as the map of the areas proposed to be annexed to the Community Facilities District. Pursuant to Section 3111 of said Code, the City Clerk shall file the original of the Annexation Map in her office and shall file a copy of the Annexation Map with the County Recorder of the County of Riverside no later than 15 days prior to the date of the hearing specified in Section 7 hereof.

**SECTION 7. Hearing.** A public hearing on the proposed annexation of said territory to the Community Facilities District shall be held at 6:30 p.m. on October 6, 2021 in the Council Chambers of the City Council, 400 South Vicentia, Corona, California.

**SECTION 8. Notice.** The City Clerk shall publish a notice of the time and place of said hearing as required by Section 53322 of the California Government Code, and shall also give notice of the hearing by first class mail to each registered voter and landowner within the territory proposed to be annexed to the Community Facilities District as prescribed by Section 53339.4 of said Code. Said notice shall be published at least ten (10) days and mailed at least fifteen (15) days before the date of the hearing and shall contain the information required by said Section 53339.4.

**SECTION 9. Description of Voting Procedures.** The voting procedures to be followed in conducting the election on the proposition with respect to the levy of special taxes within the territory proposed to be annexed to the Community Facilities District to shall be as follows:

(a) If at the time of the close of the public or protest hearing (hereinafter referred to as the "protest hearing") at least 12 persons are registered to vote within the territory proposed to be annexed to the Community Facilities District, the election shall be conducted by



the City Clerk, and shall be held on a date selected by the City Council in conformance with the provisions of Section 53326 of the California Government Code ("Section 53326") and pursuant to the applicable provisions of law regulating elections of the City, insofar as they may be applicable, and pursuant to Section 53326 the ballots for the election shall be distributed to the qualified electors of the territory proposed to be annexed to the Community Facilities District by mail with return postage prepaid and the election shall be conducted as a mail ballot election.

(b) If at the time of the close of the protest hearing, and for at least the preceding 90 days, less than 12 persons have been registered to vote within the territory proposed to be annexed to the Community Facilities District, and pursuant to Section 53326, the vote is therefore to be by the landowners of that territory, with each landowner of record at the close of the protest hearing having one vote for each acre or portion of an acre of land that he or she owns, the election shall be conducted by the City Clerk as follows:

(1) The election shall be held on the earliest date following the conclusion of the protest hearing upon which it can be held pursuant to Section 53326 which may be selected by the City Council, or such earlier date as the owners of land within the territory proposed to be annexed to the Community Facilities District and the City Clerk agree and concur is acceptable.

(2) Pursuant to Section 53326, the election may be held earlier than 90 days following the close of the protest hearing if the qualified electors of the territory proposed to be annexed to the Community Facilities District waive the time limits for conducting the election set forth in Section 53326 by unanimous written consent and the City Clerk concurs in such earlier election date as shall be consented to by the qualified electors.

(3) Pursuant to Section 53326, ballots for the election shall be distributed to the qualified electors by the City Clerk by mail with return postage prepaid or by personal service.

(4) Pursuant to applicable provisions of law regulating elections of the City which govern the conduct of mail ballot elections, and Division 4 (commencing with Section 4000) of the Elections Code with respect to elections conducted by mail, the City Clerk shall mail or deliver to each qualified elector an official ballot in a form specified by the City Council in the resolution calling the election, and shall also mail or deliver to all such qualified electors a ballot pamphlet and instructions to voter, including a sample ballot identical in form to the official ballot but identified as a sample ballot, a statement pursuant to Section 9401 of the said Code, an impartial analysis by the City Attorney pursuant to Section 9280 of the said Code with respect to the ballot proposition contained in the official ballot, ballot arguments and rebuttals, if any, pursuant to Sections 9281 to 9287, inclusive, of said Code, a return identification envelope with prepaid postage thereon addressed to the City Clerk for the return of voted official ballots, and a copy of the resolution adopted by the City Council calling and scheduling the election and the exhibits thereto; provided, however, that such statement, analysis and arguments may be waived with the unanimous consent of all the landowners of the territory proposed to be annexed to the



Community Facilities District and shall be so stated in the resolution adopted by the City Council calling the election.

(5) The official ballot to be mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, and if the landowner-voter is other than a natural person, that he or she is and officer of or other person affiliated with the landowner-voter entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter, that in voting such official ballot it was his or her intent, as well as the intent of the landowner-voter, to vote all votes to which the landowner-voter is entitled based on its land ownership on the proposition set forth in the official ballot as marked thereon in the voting square opposite such proposition, and further certifying as to the acreage of the landowner-voter's land ownership within the territory proposed to be annexed to the Community Facilities District.

(6) The return identification envelope delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the address of the voter, (vi) the date of signing and place of execution of said declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the City Clerk.

(7) The information-to-voter form to be mailed or delivered by the City Clerk to the landowner-voters shall inform them that the official ballots shall be returned to the City Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by 5 o'clock p.m. on the date of the election.

(8) Upon receipt of the return identification envelopes which are returned prior to the voting deadline on the date of the election, the City Clerk shall canvass the votes cast in the election, and shall file a statement with the City Council at its next regular meeting regarding the results of such canvass and the election.

The procedures set forth in this section for conducting the election may be modified as the City Council may determine to be necessary or desirable by a resolution subsequently adopted by the City Council.



**PASSED, APPROVED AND ADOPTED** this 1st day of September, 2021.

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Mayor of the City of Corona, California

ATTEST:

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City Clerk of the City of Corona, California



**CERTIFICATION**

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly passed and adopted by the City Council of the City of Corona, California, at a regular meeting thereof held on the 1st day of September, 2021, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 1st day of September, 2021.

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City Clerk of the City of Corona, California



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**ANNEXATION NO. 30 TO  
COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES)  
CITY OF CORONA, COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA**

Real property in the City of Corona, County of Riverside, State of California, described as follows:

**PARCEL 1:**

THE SOUTHERLY ONE-HALF OF LOT 140 OF ORANGE HEIGHTS, AS SHOWN BY MAP ENTITLED "AMENDED MAP OF DIVISION #1 OF ORANGE HEIGHTS" ON FILE IN BOOK 2, PAGE 1 OF MAPS, RIVERSIDE COUNTY RECORDS.

TOGETHER WITH THOSE PORTIONS OF HUDSON AVENUE AND FULLERTON AVENUE VACATED BY RESOLUTION #95-03 OF THE CITY COUNCIL OF THE CITY OF CORONA RECORDED JANUARY 23, 1995 #19877.

EXCEPTING THEREFROM THAT PORTION SET-OUT IN THAT FINAL ORDER OF CONDEMNATION, CASE NO. 229550 SUPERIOR COURT, IN THE COUNTY OF RIVERSIDE, RECORDED MAY 18, 1993 AS INSTRUMENT NO. 185144 OF OFFICIAL RECORDS.

**PARCEL 2:**

PARCEL A OF LOT LINE ADJUSTMENT RESOLUTION NO. 17-001, RECORDED APRIL 12, 2017 AS INSTRUMENT NO. 2017-0146446 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF THAT PORTION OF LOT 139 OF DIVISION NO. 1 AMENDED MAP OF ORANGE HEIGHTS ON FILE IN BOOK 2, PAGE 1 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF FULLERTON AVENUE (88.00 FEET WIDE) AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 93, PAGES 29 THROUGH 37, INCLUSIVE, RECORDS OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 139;

THENCE SOUTH 30° 15'29" WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT, A DISTANCE OF 162.43 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 944.00 FEET;



THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY, LINE FROM A RADIAL BEARING NORTH 79°35'45" WEST, THROUGH A CENTRAL ANGLE OF 125°8'23" A DISTANCE OF 213.74 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT;

THENCE SOUTH 42°51'49" EAST ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 98.90 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 35 OF TRACT NO. 28958-4, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 282, PAGES 77 THROUGH 80, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THENCE SOUTH 30°15'31" WEST, ALONG THE WESTERLY LINE OF SAID LOT 35, A DISTANCE OF 15.82 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 947.50 FEET, SAID CURVE BEING PARALLEL WITH AND DISTANT 3.50 FEET EASTERLY OF THE EASTERLY RIGHT OF WAY OF FULLERTON AVENUE, BEING 88.00 FEET IN WIDTH, AS SHOWN ON A RECORD OF SURVEY ON FILE IN BOOK 93, PAGE 29 THROUGH 37, INCLUSIVE, RECORDS OF SAID COUNTY, A RADIAL BEARING TO SAID POINT BEARS SOUTH 80° 09'53" EAST;

THENCE NORTHERLY ALONG SAID PARALLEL CURVE, LEAVING SAID WESTERLY LINE OF SAID LOT 35, THROUGH A CENTRAL ANGLE OF 00° 54'22", AN ARC DISTANCE OF 14.98 FEET TO THE BEGINNING OF A NON-TANGENT LINE BEING THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 35;

THENCE EASTERLY ALONG SAID PROLONGATION, SOUTH 78°32'52" EAST, A DISTANCE OF 5.64 FEET TO SAID POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 36 OF TRACT NO. 28958-4, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 282, PAGES 77 THROUGH 80, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THENCE SOUTH 30°15'31" WEST, ALONG THE WESTERLY LINE OF SAID LOT 36, A DISTANCE OF 64.44 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 36;

THENCE WESTERLY ALONG THE PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 36, LEAVING SAID WESTERLY LINE, NORTH 78°32'52" WEST, A DISTANCE



OF 5.64 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 947.50 FEET, SAID CURVE BEING PARALLEL WITH AND DISTANT 3.50 FEET EASTERLY OF THE EASTERLY RIGHT OF WAY OF FULLERTON AVENUE, BEING 88.00 FEET IN WIDTH, AS SHOWN ON A RECORD OF SURVEY ON FILE IN BOOK 93, PAGE 29 THROUGH 37, INCLUSIVE, RECORDS OF SAID COUNTY, A RADIAL BEARING TO SAID POINT BEARS SOUTH 81 °04'15" EAST;

THENCE NORTHERLY ALONG SAID PARALLEL CURVE, THROUGH A CENTRAL ANGLE OF 03° 42'00", AN ARC DISTANCE OF 61.19 FEET TO THE BEGINNING OF A NON-TANGENT LINE BEING THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 36;

THENCE EASTERLY ALONG SAID PROLONGATION, SOUTH 78°32'52" EAST, A DISTANCE OF 31.08 FEET TO SAID POINT OF BEGINNING.

EXCEPTING THEREFROM THAT POTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 37 OF TRACT NO. 28958-4, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 282, PAGES 77 THROUGH 80, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THENCE SOUTH 30°15'31" WEST, ALONG THE WESTERLY LINE OF SAID LOT 37, A DISTANCE OF 64.44 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 37;

THENCE WESTERLY ALONG THE PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 37, LEAVING SAID WESTERLY LINE, NORTH 78°32'52" WEST, A DISTANCE OF 31.08 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 947.50 FEET, SAID CURVE BEING PARALLEL WITH AND DISTANT 3.50 FEET EASTERLY OF THE EASTERLY RIGHT OF WAY OF FULLERTON AVENUE, BEING 88.00 FEET IN WIDTH, AS SHOWN ON A RECORD OF SURVEY ON FILE IN BOOK 93, PAGE 29 THROUGH 37, INCLUSIVE, RECORDS OF SAID COUNTY, A RADIAL BEARING TO SAID POINT BEARS SOUTH 84°46'16" EAST;

THENCE NORTHERLY ALONG SAID PARALLEL CURVE, THROUGH A CENTRAL ANGLE OF 03°43'35", AN ARC DISTANCE OF 61.62 FEET TO THE BEGINNING OF A NON-TANGENT LINE BEING THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 37, A RADIAL BEARING TO SAID POINT BEARS SOUTH 88°29'51" EAST;

THENCE EASTERLY ALONG SAID PROLONGATION, SOUTH 78°32'52" EAST, A DISTANCE OF 60.52 FEET TO SAID POINT OF BEGINNING.

APN: 120-340-018-5 and 120-451-040-7 and 120-462-042-3



**EXHIBIT “B”**  
**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR**  
**COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES)**  
**OF THE CITY OF CORONA**

A Special Tax (the “Special Tax”) shall be levied on and collected from each Assessor’s Parcel (defined below) in Community Facilities District No. 2016-3 (Maintenance Services) (the “CFD No. 2016-3” or “CFD”; defined below), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2017, in an amount determined by the City Council of the City of Corona, acting in its capacity as the legislative body of CFD No. 2016-3, by applying the rate and method of apportionment set forth below. All of the real property in CFD No. 2016-3, unless exempted by law or by the provisions herein, shall be taxed to the extent and in the manner provided herein.

**A. DEFINITIONS**

**“Acre” or “Acreage”** means the land area of an Assessor’s Parcel as shown on any Assessor’s Parcel Map, or if the land area is not shown on the Assessor’s Parcel Map, the land area as shown on the applicable Final Map, or if the area is not shown on the applicable Final Map, the land area shall be calculated by the Administrator.

**“Administrative Expenses”** means the actual or reasonably estimated costs directly related to the formation, annexation, and administration of CFD No. 2016-3 including, but not limited to: 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 to the City, CFD No. 2016-3, or any designee thereof associated with fulfilling the CFD No. 2016-3 disclosure requirements; the costs associated with responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2016-3 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees including payment of a proportional share of City overhead and salaries and benefits of any City employees whose duties are related to the administration of CFD No. 2016-3 and third party expenses related to CFD No. 2016-3. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2016-3 for any other administrative purposes of CFD No. 2016-3, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

**“Administrator”** means the City Manager of the City of Corona, or his or her designee.

**“Approved Property”** means all Assessor’s Parcels of Taxable Property that are included in a Final Map that was recorded prior to the March 1 preceding the Fiscal Year in which the Special Tax is being levied, and that have not been issued a building permit on or prior to the June 1 preceding the Fiscal year in which the special tax is being levied.



**“Assessor’s Parcel”** means a lot or parcel of land that is identifiable by an Assessor’s Parcel Number by the County Assessor of the County of Riverside.

**“Assessor’s Parcel Map”** means an official map of the Assessor of the County designating parcels by Assessor’s Parcel Number.

**“Assessor’s Parcel Number”** means that identification number assigned to a parcel by the County Assessor of the County.

**“Building Square Footage”** or **“BSF”** means the floor area square footage reflected on the original construction building permit issued for construction of a building of Non-Residential Property and any Building Square Footage subsequently added to a building of such Non-Residential Property after issuance of a building permit for expansion or renovation of such building.

**“Calendar Year”** means the period commencing January 1 of any year and ending the following December 31.

**“CFD”** or **“CFD No. 2016-3”** means the City of Corona Community Facilities District No. 2016-3 (Maintenance Services).

**“City”** means the City of Corona.

**“Contingent Services”** means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2016-3 as set forth in the documents adopted by the City Council at the time the CFD was formed to be provided by the City in the event the Administrator makes a determination pursuant to Section C(2) that a Property Owners’ Association fails to adequately provide such services.

**“County”** means the County of Riverside.

**“Developed Property”** means all Assessor’s Parcels of Taxable Property for which a building permit for new construction has been issued on or prior to June 1 preceding the Fiscal Year in which the Special Tax is being levied.

**“Exempt Property”** means all Assessors’ Parcels designated as being exempt from the Special Tax as provided for in Section G.

**“Final Map”** means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a condominium plan pursuant to California Civil Code 1352 that creates individual lots for which building permits may be issued without further subdivision.



**“Fiscal Year”** means the period from and including July 1<sup>st</sup> of any year to and including the following June 30<sup>th</sup>.

**“Land Use Category”** or **“LUC”** means any of the categories contained in Section B hereof to which an Assessor’s Parcel is assigned consistent with the land use approvals that have been received or proposed for the Assessor’s Parcel as of June 1 preceding the Fiscal Year in which the Special Tax is being levied.

**“Maximum Special Tax”** means either Maximum Special Tax A and/or Maximum Special Tax B (Contingent), as applicable.

**“Maximum Special Tax A”** means for each Assessor’s Parcel and each Fiscal Year, the maximum Special Tax A, as determined in accordance with Section C below that can be levied on such Assessor’s Parcel in such Fiscal Year.

**“Maximum Special Tax B (Contingent)”** means for each Assessor’s Parcel and each Fiscal Year, the maximum Special Tax B (Contingent), as determined in accordance with Section C below that can be levied on such Assessor’s Parcel in such Fiscal Year.

**“Multi-Family Residential Property”** or **“MFR”** means any Assessor’s Parcel of Residential Property upon which a building or buildings comprised of attached Residential Units sharing at least one common wall with another unit are constructed or are intended to be constructed.

**“Non-Residential Property”** or **“NR”** means all Assessor’s Parcels of Taxable Property for which a building permit(s) was issued for a non-residential use. The Administrator shall make the determination if an Assessor’s Parcel is Non-Residential Property.

**“Property Owner’s Association”** or **“POA”** means the property owner’s association or homeowner’s association established to maintain certain landscaping within a Tax Zone.

**“Proportionately”** means for Taxable Property that is: (i) Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Approved Property, and (iii) Undeveloped Property that the ratio of the actual Special Tax levy per acre to the Maximum Special Tax per acre is the same for all Parcels of Undeveloped Property.

**“Residential Unit”** or **“RU”** means a residential unit that is used or intended to be used as a domicile by one or more persons, as determined by the Administrator.

**“Residential Property”** means all Assessor’s Parcels of Taxable Property upon which Residential Units have been constructed or are intended to be constructed or for which building permits have been or may be issued for purposes of constructing one or more Residential Units.



**“Service(s)”** means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2016-3 as set forth in the documents adopted by the City Council at the time the CFD was formed.

**“Single Family Residential Property” or “SFR”** means any Residential Property other than Multi-Family Residential Property on an Assessor’s Parcel.

**“Special Tax(es)”** means the Special Tax A or Special Tax B (Contingent) to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property.

**“Special Tax A”** means the annual special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Special Tax A Requirement.

**“Special Tax A Requirement”** means for each Tax Zone that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of such Tax Zone within CFD No. 2016-3 in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the direct costs for maintenance services including but not limited to (i) maintenance and lighting of parks, parkways, streets, roads and open space, (ii) maintenance and operation of water quality improvements, (iii) public street sweeping, (iv) fund an operating reserve for the costs of Services as determined by the Administrator, and (v) Administrative Expenses. Under no circumstances shall the Special Tax A Requirement include funds for Bonds.

**“Special Tax B (Contingent)”** means the annual special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Special Tax B (Contingent) Requirement, if required.

**“Special Tax B (Contingent) Requirement”** means that amount required in any Fiscal Year, if the POA is unable to maintain the Contingent Service(s) to: (i) pay the costs of Contingent Services incurred or otherwise payable in the Calendar Year commencing in such Fiscal Year; (ii) fund an operating reserve for the costs of Contingent Services as determined by the Administrator; less a credit for funds available to reduce the annual Special Tax B (Contingent) levy as determined by the Administrator.

**“Taxable Property”** means all Assessor’s Parcels within CFD No. 2016-3, which are not Exempt Property.

**“Taxable Unit”** means a Residential Unit, Building Square Footage, or an Acre.

**“Tax Zone”** means a mutually exclusive geographic area, within which particular Special Tax rates may be levied pursuant to this Rate and Method of Apportionment of Special Tax. Appendix C identifies the Tax Zone in CFD No. 2016-3 at formation; additional Tax Zones may be created when property is annexed into the CFD.

**“Tax Zone 1”** means the specific geographic area identified on the CFD Boundary Map as Tax Zone 1.



**"Tract(s)"** means an area of land; i) within a subdivision identified by a particular tract number on a Final Map, ii) identified within a Parcel Map; or iii) identified within lot line adjustment approved for subdivision.

**"Undeveloped Property"** means, for each Fiscal Year, all Taxable Property not classified as Developed Property or Approved Property.

## **B. ASSIGNMENT TO LAND USE CATEGORIES**

For each Fiscal Year, all Assessor's Parcels of Taxable Property within CFD No. 2016-3 shall be classified as Developed Property, Approved Property, or Undeveloped Property, and shall be subject to the levy of Special Taxes as determined pursuant to Sections C and D below. Assessor's Parcels of Developed Property and Approved Property shall be classified as either Residential Property or Non-Residential Property. Residential Property shall be further classified as Single Family Residential Property or Multi-Family Residential Property and the number of Residential Units shall be determined by the Administrator.

## **C. MAXIMUM SPECIAL TAX RATES**

For purposes of determining the applicable Maximum Special Tax for Assessor's Parcels of Developed Property and Approved Property which are classified as Residential Property, all such Assessor's Parcels shall be assigned the number of Residential Unit(s) constructed or to be constructed thereon as specified in or shown on the building permit(s) issued or Final Map as determined by the Administrator. Once a single family attached or multi-family building or buildings have been built on an Assessor's Parcel, the Administrator shall determine the actual number of Residential Units contained within the building or buildings, and the Special Tax A levied against the Assessor's Parcel in the next Fiscal Year shall be calculated by multiplying the actual number of Residential Units by the Maximum Special Tax per Residential Unit for the Tax Zone below or as included in Appendix A as each annexation occurs.

For purposes of determining the applicable Maximum Special Tax for Assessor's Parcels of Developed Property and Approved Property which are classified as Non-Residential Property, all such Assessor's Parcels shall be assigned the number of Building Square Footage or Acres as shown on the Final Map as determined by the Administrator. Once the Administrator determines the actual number of Building Square Footage or Acres for the Assessor's Parcels, the Special Tax A levied against the Assessor's Parcel in the next Fiscal Year shall be calculated by multiplying the number of Building Square Footage or Acres by the Maximum Special Tax per Taxable Unit identified for the applicable Tax Zone below or as included in Appendix A as each annexation occurs.

### **1. Special Tax A**

#### **a. Developed Property**

##### **(i) Maximum Special Tax A**

The Maximum Special Tax A for each Assessor's Parcel of Developed Property shall be specific to each Tax Zone within the CFD. When additional property is annexed



into CFD No. 2016-3, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax A for the Tax Zones annexed and included in Appendix A. The Maximum Special Tax A for Developed Property for Fiscal Year 2017-18 within Tax Zone 1 is identified in Table 1 below:

**TABLE 1  
MAXIMUM SPECIAL TAX A RATES  
DEVELOPED PROPERTY**

<b>Tax Zone</b>	<b>Tract</b>	<b>Land Use Category</b>	<b>Taxable Unit</b>	<b>Maximum Special Tax A</b>
1	TR 36533	Single Family Residential Property	RU	\$202

(ii) Increase in the Maximum Special Tax A

On each July 1, commencing on July 1, 2018 the Maximum Special Tax A for Developed Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

In some instances, an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax A that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax A that can be levied for each Land Use Category located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Administrator's allocation to each type of property shall be final.

b. Approved Property

The Maximum Special Tax A for each Assessor's Parcel of Approved Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2016-3, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax A for the Tax Zone annexed and included in Appendix A. The Maximum Special Tax A for Approved Property for Fiscal Year 2017-18 within Tax Zone 1 is identified in Table 2 below:



**TABLE 2  
MAXIMUM SPECIAL TAX A RATES  
APPROVED PROPERTY**

<b>Tax Zone</b>	<b>Tract</b>	<b>Land Use Category</b>	<b>Taxable Unit</b>	<b>Maximum Special Tax A</b>
1	TR 36533	Single Family Residential Property	RU	\$202

On each July 1, commencing on July 1, 2018 the Maximum Special Tax A for Approved Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax A for each Assessor's Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2016-3, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax A for the Tax Zone annexed and included in Appendix A. The Maximum Special Tax A for Undeveloped Property for Fiscal Year 2017-18 within Tax Zone 1 is identified in Table 3 below:

**TABLE 3  
MAXIMUM SPECIAL TAX A RATES  
UNDEVELOPED PROPERTY**

<b>Tax Zone</b>	<b>Tracts</b>	<b>Taxable Unit</b>	<b>Maximum Special Tax A</b>
1	TR 36533	Acre	\$638

On each July 1, commencing on July 1, 2018 the Maximum Special Tax A for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

**2. Special Tax B (Contingent)**

The City Council shall levy Special Tax B (Contingent) only in the event the POA defaults in its obligation to maintain the Contingent Services, which default shall be deemed to have occurred, as determined by the Administrator, in each of the following circumstances:

- (a) The POA files for bankruptcy;
- (b) The POA is dissolved;
- (c) The POA ceases to levy annual assessments for the Contingent Services; or
- (d) The POA fails to provide the Contingent Services at the same level as the City provides similar services and maintains similar improvements throughout the City and within ninety (90) days after written notice from the City, or such longer period permitted by the City Manager, fails to remedy the deficiency to the reasonable satisfaction of the City Council.



a. Developed Property

(i) Maximum Special Tax B (Contingent)

The Maximum Special Tax B (Contingent) for each Assessor's Parcel of Taxable Property is shown in Table 4 and shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2016-3, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax B (Contingent) for the Tax Zones annexed and included in Appendix A. The Maximum Special Tax B (Contingent) for Fiscal Year 2017-18 within Tax Zone 1 is identified in Table 4 below:

**TABLE 4  
MAXIMUM SPECIAL TAX B (CONTINGENT) RATES  
DEVELOPED PROPERTY**

<b>Tax Zone</b>	<b>Tract</b>	<b>Land Use Category</b>	<b>Taxable Unit</b>	<b>Maximum Special Tax B (Contingent)</b>
1	TR 36533	Single Family Residential Property	RU	\$366

(ii) Increase in the Maximum Special Tax B (Contingent)

On each July 1, commencing on July 1, 2018 the Maximum Special Tax B (Contingent) for Developed Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

In some instances, an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax B (Contingent) that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax B (Contingent) that can be levied for each Land Use Category located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Administrator's allocation to each type of property shall be final.

b. Approved Property

The Maximum Special Tax B (Contingent) for each Assessor's Parcel of Approved Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2016-3, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax B (Contingent) for the Tax Zone annexed and included



in Appendix A. The Maximum Special Tax B (Contingent) for Fiscal Year 2017-18 within Tax Zone 1 is identified in Table 5 below:

**TABLE 5  
MAXIMUM SPECIAL TAX B (CONTINGENT) RATES  
APPROVED PROPERTY**

<b>Tax Zone</b>	<b>Tract</b>	<b>Land Use Category</b>	<b>Taxable Unit</b>	<b>Maximum Special Tax B (Contingent)</b>
1	TR 36533	Single Family Residential Property	RU	\$366

On each July 1, commencing on July 1, 2018 the Maximum Special Tax B (Contingent) for Approved Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax B (Contingent) for each Assessor's Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2016-3, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax B (Contingent) for the Tax Zone annexed and included in Appendix A. The Maximum Special Tax B (Contingent) for Fiscal Year 2017-18 within Tax Zone 1 is identified in Table 6 below:

**TABLE 6  
MAXIMUM SPECIAL TAX B (CONTINGENT) RATES  
UNDEVELOPED PROPERTY**

<b>Tax Zone</b>	<b>Tracts</b>	<b>Taxable Unit</b>	<b>Maximum Special Tax B (Contingent)</b>
1	TR 36533	Acre	\$1,156

On each July 1, commencing on July 1, 2018 the Maximum Special Tax B (Contingent) for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

**D. METHOD OF APPORTIONMENT OF ANNUAL SPECIAL TAX**

**1. Special Tax A**

Commencing with Fiscal Year 2017-18 and for each following Fiscal Year, the City Council shall determine the Special Tax A Requirement for each Tax Zone and shall levy the Special Tax A on all Assessor's Parcels of Taxable Property within such Tax Zone until the aggregate



amount of Special Tax A equals the Special Tax A Requirement for such Tax Zone. The Special Tax A shall be levied for each Fiscal Year as follows:

First: The Special Tax A shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax A to satisfy the Special Tax A Requirement;

Second: If additional moneys are needed to satisfy the Special Tax A Requirement after the first step has been completed, the Special Tax A shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax A for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax A Requirement after the first two steps has been completed, the Special Tax A shall be levied Proportionately on all Assessor's Parcels of Undeveloped Property up to 100% of the Maximum Special Tax A for Undeveloped Property.

## **2. Special Tax B (Contingent)**

Commencing with the first Fiscal Year in which Special Tax B (Contingent) is authorized to be levied and for each following Fiscal Year, the City Council shall determine the Special Tax B (Contingent) Requirement for each Tax Zone, if any, and shall levy the Special Tax on all Assessor's Parcels of Taxable Property within such Tax Zone until the aggregate amount of Special Tax B (Contingent) equals the Special Tax B (Contingent) Requirement for such Tax Zone. The Special Tax B (Contingent) shall be levied for each Fiscal Year as follows:

First: The Special Tax shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax B (Contingent) to satisfy the Special Tax B (Contingent) Requirement;

Second: If additional moneys are needed to satisfy the Special Tax B (Contingent) Requirement after the first step has been completed, the Special Tax B (Contingent) shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax B (Contingent) for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax B (Contingent) Requirement after the first two steps has been completed, the Special Tax B (Contingent) shall be levied Proportionately on all Assessor's Parcels of Undeveloped Property up to 100% of the Maximum Special Tax B (Contingent) for Undeveloped Property.

## **E. FUTURE ANNEXATIONS**

It is anticipated that additional properties will be annexed to CFD No. 2016-3 from time to time. As each annexation is proposed, an analysis will be prepared to determine the annual cost for providing Services to such properties. Based on this analysis, any properties to be annexed, pursuant to California Government Code section 53339 et seq. will be assigned the appropriate Maximum Special Tax rates for the Tax Zone when annexed and included in Appendix A.



## **F. DURATION OF SPECIAL TAX**

For each Fiscal Year, the Special Tax A shall be levied as long as the Services are being provided.

For each Fiscal Year, the Special Tax B (Contingent) shall be levied as long as the Contingent Services are being provided.

## **G. EXEMPTIONS**

The City shall classify as Exempt Property within CFD No. 2016-3, all Assessor's; (i) which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by any public entity; (ii) with public or utility easements making impractical their utilization for other than the purposes set forth in the easement; (iii) which are privately owned but are encumbered by or restricted solely for public uses; or (iv) which are in use in the performance of a public function as determined by the Administrator.

## **H. APPEALS**

Any property owner claiming that the amount or application of the Special Taxes are not correct may file a written notice of appeal with the City not later than twelve months after having paid the first installment of the Special Tax that is disputed. The Administrator of CFD No. 2016-3 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the Administrator's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made, but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

## **I. MANNER OF COLLECTION**

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 2016-3 may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.



**APPENDIX A**  
**CITY OF CORONA**  
**COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES)**  
**COST ESTIMATE**

**Special Tax A Services** - The estimate breaks down the costs of providing one year's maintenance services for Fiscal Year 2021-22. These services are being funded by the levy of Special Tax A for Community Facilities District No. 2016-3.

**TAX ZONE 30 (SERVICES)**  
**PM 36667**

Item	Description	Estimated Cost
1	Landscaping	\$2,677
2	Lighting	\$355
3	Streets	\$1,020
4	Drainage	\$654
5	Parks	\$756
6	Graffiti	\$15
7	Reserves	\$386
8	Admin	\$822
<b>Total</b>		<b>\$6,685</b>

**Special Tax B Contingent Services** – There are no services being funded by the levy of Special Tax B (Contingent) for Community Facilities District No. 2016-3.



**MAXIMUM SPECIAL TAXES ASSIGNED TO EACH TAX ZONE  
DEVELOPED PROPERTY**

<b>Tax Zone</b>	<b>Fiscal Year Included</b>	<b>Tract/APN</b>	<b>No. of Taxable Units</b>	<b>Land Use Category</b>	<b>Taxable Unit</b>	<b>Maximum Special Tax A</b>	<b>Maximum Special Tax B (Contingent)</b>	<b>Subdivider</b>
1	2017-18	36533	103	SFR	RU	\$202	\$366	Mari Girgis, LLC
2	2017-18	36427	146	MFR	RU	\$368	\$14	LCG Harrington, LLC
3	2017-18	PM 37167	2.50	NR	Acre	\$953	\$0	Third Street Annex, LLC
4	2017-18	115210025	3.74	NR	Acre	\$2,608	\$0	LBA RV-Company XX, LP
5	2018-19	36544	292	SFR	RU	\$941	\$81	Richland Communities
6	2018-19	TTM 31373	26	SFR	RU	\$1,470	\$9	Yahnes El Kaseer, LLC
7	2018-19	TTM 33135	62	SFR	RU	\$378	\$425	Knowleton Communities, LLC
8	2019-20	TTM 37114	5	SFR	RU	\$715	\$0	Karen Parker
9	2019-20	PM 27203	4	SFR	RU	\$976	\$0	William Meister
10	2019-20	PM 36873	2	SFR	RU	\$832	\$0	Kenneth Ibbetson
11	2019-20	TR 36701	12	SFR	RU	\$315	\$84	MVV, LP
12	2019-20	PM 30844	2	SFR	RU	\$905	\$0	Padilla Family Trust
13	2019-20	LLA 2018-003	32.00	NR	Acre	\$578	\$0	Corona Industrial Park, LLC
14	2019-20	TPM 37521 TPM 37765	2	SFR	RU	\$765	\$0	Louk, Hobbs, and Armstrong
15	2019-20	PM 37357	1	SFR	RU	\$1,080	\$0	Northpoint Evangelical Church
16	2020-21	LLA 18-002	4.99	NR	Acre	\$609	\$0	Fitness International, LLC
17	2020-21	TR 37565	3.48	NR	Acre	\$4,459	\$0	Corona Regional Medical Center, LLC
18	2020-21	PM 37746	4.08	NR	Acre	\$1,131	\$0	RCTC
19	2020-21	TR 37719	23	SFR	RU	\$1,057	\$0	EB Corona, LLC
20	2020-21	TTM 37788	11.70	NR	Acre	\$979	\$1,132	Bedford Marketplace, LLC
21	2020-21	115-090-008	3.05	NR	Acre	\$2,347	\$0	Christopher Ranch
22	2020-21	TTM 37747	3.38	NR	Acre	\$1,965	\$756	CI Rancho II, LLC
23	2021-22	TTM 36634	11	SFR	RU	\$686	\$66	Poppybend, LLC
24	2021-22	PM 37763	4.36	NR	Acre	\$687	\$72	West Corona Freeway Center Owner LLC
25	2021-22	PM 38461	4.12	NR	Acre	\$488	\$0	Promenade Realty Partners, LLC
26	To Be Determined							
27	2021-22	PM 14363	1.14	NR	Acre	\$1,313	\$0	HI Corona, LLC
28	To Be Determined							
29	2021-22	TR 36821	5	SFR	RU	\$1,320	\$0	Junfei Dai
30	2021-22	PM 36667	4	SFR	RU	\$1,671	\$0	Poppybend, LLC



**MAXIMUM SPECIAL TAXES ASSIGNED TO EACH TAX ZONE  
UNDEVELOPED PROPERTY**

<b>Tax Zone</b>	<b>Fiscal Year Included</b>	<b>Tract/APN</b>	<b>No. of Taxable Units</b>	<b>Taxable Unit</b>	<b>Maximum Special Tax A</b>	<b>Maximum Special Tax B (Contingent)</b>	<b>Subdivider</b>
1	2017-18	36533	32.62	Acres	\$638	\$1,156	Mari Girgis, LLC
2	2017-18	36427	8.30	Acres	\$6,533	\$247	LCG Harrington, LLC
3	2017-18	PM 37167	2.50	Acres	\$953	\$0	Third Street Annex, LLC
4	2017-18	115210025	3.74	Acres	\$2,608	\$0	LBA RV-Company XX, LP
5	2018-19	36544	68.33	Acres	\$4,018	\$343	Richland Communities
6	2018-19	TTM 31373	17.92	Acres	\$2,112	\$12	Yahnes El Kaseer, LLC
7	2018-19	TTM 33135	16.09	Acres	\$1,454	\$1,635	Knowleton Communities, LLC
8	2019-20	TTM 37114	2.99	Acres	\$1,195	\$0	Karen Parker
9	2019-20	PM 37203	1.10	Acres	\$3,550	\$0	William Meister
10	2019-20	PM 36873	1.40	Acres	\$1,187	\$0	Kenneth Ibbetson
11	2019-20	TR 36701	3.95	Acres	\$957	\$255	MVV, LP
12	2019-20	PM 30844	2.15	Acres	\$1,809	\$0	Padilla Family Trust
13	2019-20	LLA 2018-003	32.00	Acres	\$578	\$0	Corona Industrial Park, LLC
14	2019-20	TPM 37521 TPM 37765	1.78	Acres	\$859	\$0	Louk, Hobbs, and Armstrong
15	2019-20	PM 37357	1	Acres	\$1,776	\$0	Northpoint Evangelical Church
16	2020-21	LLA 18-002	4.99	Acres	\$609	\$0	Fitness International, LLC
17	2020-21	TR 37565	3.48	Acres	\$4,459	\$0	Corona Regional Medical Center, LLC
18	2020-21	PM 37746	4.08	Acres	\$1,131	\$0	RCTC
19	2020-21	TR 37719	3.74	Acres	\$6,490	\$0	EB Corona
20	2020-21	TTM 37788	11.70	Acres	\$979	\$1,132	Bedford Marketplace, LLC
21	2020-21	115-090-008	3.05	Acres	\$2,347	\$0	Christopher Ranch
22	2020-21	TTM 37747	3.38	Acres	\$1,965	\$756	CI Rancho II, LLC
23	2021-22	TTM 36634	2.33	Acres	\$3,237	\$311	Poppybend, LLC
24	2021-22	PM 37763	4.36	Acres	\$687	\$72	West Corona Freeway Center Owner LLC
25	2021-22	PM 38461	4.12	Acres	\$488	\$0	Promenade Realty Partners, LLC
26	To Be Determined						
27	2021-22	PM 14363	1.14	Acres	\$1,313	\$0	HI Corona, LLC
28	To Be Determined						
29	2021-22	TR 36821	4.90	Acres	\$1,347	\$0	Junfei Dai
30	2021-22	PM 36667	1.50	Acres	\$4,457	\$0	Poppybend, LLC



### **ESCALATION OF MAXIMUM SPECIAL TAXES**

On each July 1, commencing on July 1, 2018 the Maximum Special Tax shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.



**APPENDIX B**  
**CITY OF CORONA**  
**COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES)**  
**DESCRIPTION OF AUTHORIZED SERVICES**

The services which may be funded with proceeds of the special tax of CFD No. 2016-3, as provided by Section 53313 of the Act, will include all costs attributable to maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-way, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use. These services including the following:

(a) maintenance and lighting of parks, parkways, streets, roads and open space, which maintenance and lighting services may include, without limitation, furnishing of electrical power to street lights and traffic signals; repair and replacement of damaged or inoperative light bulbs, fixtures and standards; maintenance (including irrigation and replacement) of landscaping vegetation situated on or adjacent to parks, parkways, streets, roads and open space; maintenance and repair of irrigation facilities; maintenance of public signage; graffiti removal from and maintenance and repair of public structures situated on parks, parkways, streets, roads and open space; maintenance and repair of playground or recreation program equipment or facilities situated on any park; and

(b) maintenance and operation of water quality improvements which include storm drainage and flood protection facilities, including, without limitation, drainage inlets, catch basin inserts, infiltration basins, flood control channels, fossil fuel filters, and similar facilities. Maintenance services may include but is not limited to the repair, removal or replacement of all or part of any of the water quality improvements, fossil fuel filters within the public right-of-way including the removal of petroleum hydrocarbons and other pollutants from water runoff, or appurtenant facilities, clearing of inlets and outlets; erosion repairs; and cleanup to improvements, and other items necessary for the maintenance and servicing of the water quality basin improvements within flood control channel improvements; and

(c) public street sweeping, on the segments of the arterials within the boundaries of CFD No. 2016-3; as well as local roads within residential subdivisions located within CFD No. 2016-3; and any portions adjacent to the properties within CFD No. 2016-3; and

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses," as said term is defined in the Rate and Method of Apportionment.

The above services may be financed by proceeds of the special tax of CFD No. 2016-3 only to the extent that they are in addition to those provided in the territory of CFD No. 2016-3 before CFD No. 2016-3 was created or those provided in the territory annexed to CFD No. 2016-3 before the territory was annexed, as applicable.



# APPENDIX C

## CITY OF CORONA

### COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES)

### PROPOSED BOUNDARIES AND POTENTIAL ANNEXATION AREA BOUNDARIES

SHEET 1 OF 1 SHEET

**ANNEXATION MAP NO. 30**  
**COMMUNITY FACILITIES DISTRICT NO. 2016-3**  
**(MAINTENANCE SERVICES)**  
**CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

THIS MAP SHOWS THE BOUNDARIES OF AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES), OF THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE BOUNDARIES OF WHICH COMMUNITY FACILITIES DISTRICT ARE SHOWN AND DESCRIBED ON THE MAP THEREOF WHICH WAS PREVIOUSLY RECORDED ON JANUARY 28, 2016 IN BOOK 79 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE 26 AND AS INSTRUMENT NO. 2016-0034624 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES), OF THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF CORONA AT A REGULAR MEETING THEREOF, HELD ON \_\_\_\_ DAY OF \_\_\_\_, 20\_\_\_\_, BY ITS RESOLUTION NO. \_\_\_\_\_

CITY CLERK  
CITY OF CORONA

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF CORONA, THIS \_\_\_\_ DAY OF \_\_\_\_, 20\_\_\_\_.

CITY CLERK  
CITY OF CORONA

FILED THIS \_\_\_\_ DAY OF \_\_\_\_, 20\_\_\_\_ 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 RIVERSIDE, STATE OF CALIFORNIA.

FEE: \_\_\_\_\_ NO.: \_\_\_\_\_  
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: \_\_\_\_\_  
DEPUTY

CORONA

THIS ANNEXATION MAP CORRECTLY SHOWS THE LOT OR PARCEL OF LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCELS, REFER TO THE COUNTY ASSESSOR'S MAPS FOR FISCAL YEAR 2021-22.

**LEGEND**

- CITY BOUNDARY
- ANNEXATION AREA BOUNDARY
- PARCEL BOUNDARY
- XXX-XXX-XXX ASSESSOR'S PARCEL NUMBER
- (30) TAX ZONE

SPICER CONSULTING GROUP

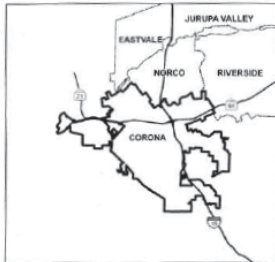


I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF POTENTIAL ANNEXATION AREA (MAINTENANCE SERVICES), CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF CORONA AT A REGULAR MEETING THEREOF, HELD ON 2 DAY OF November, 2014, BY RESOLUTION NO. 2014-163

[Signature]  
CITY CLERK  
CITY OF CORONA

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF CORONA, THIS 3 DAY OF November, 2014.

[Signature]  
CITY CLERK  
CITY OF CORONA



**BOUNDARIES - POTENTIAL ANNEXATION AREA**  
**COMMUNITY FACILITIES DISTRICT NO. 2016-3**  
**(MAINTENANCE SERVICES)**  
**CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

RECORDED THIS 3<sup>rd</sup> DAY OF November, 2014, AT THE HOUR OF 4:40 O'CLOCK P.M. IN BOOK 80, PAGE 23, OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: \$10.00 NO. 2014-0494013  
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: [Signature]  
DEPUTY



**LEGEND**  
— ANNEXATION AREA BOUNDARY







Staff Report

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**File #:** 21-0802

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**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 09/01/2021

**TO:** Honorable Mayor and City Council Members

**FROM:** Police Department

**SUBJECT:**

Resolution accepting the grant agreement from the State of California Department of Alcoholic Beverage Control 2021-2022 Alcohol Policing Partnership Program.

**EXECUTIVE SUMMARY:**

Through the Alcohol Policing Partnership Program, the Department of Alcoholic Beverage Control has a comprehensive program to address alcohol-related problems. The emphasis is on enforcement efforts of licensed establishments that operate in a disorderly manner, without creating an undue burden on law enforcement services and contribute to any quality-of-life problems for the surrounding community.

**RECOMMENDED ACTION:**

**That the City Council:**

- a. Adopt Resolution No. 2021-107, accepting and appropriating \$50,142 from the State of California Department of Alcoholic Beverage Control 2021-2022 Alcohol Policing Partnership Program.
- b. Appropriate \$50,142 of one-time money from the unappropriated General Fund Balance and increase the General Fund estimated revenue by the same amount to be reimbursed from the State of California Department of Alcohol Beverage Control 2021-2022 Alcohol Policing Partnership Program.
- c. Authorize the City Manager, or his designee, to execute the grant documents and any other related documents, amendments, and agreements consistent with or in furtherance of the City Council's actions hereunder.

**BACKGROUND & HISTORY:**



The Department of Alcoholic Beverage Control offered grant funding to local law enforcement agencies for Fiscal Year 2022 in January 2021 for the Alcohol Policing Partnership Program. The mission of the Alcohol Policing Partnership Program is to assist local law enforcement agencies in developing a practical, effective, comprehensive, and strategic approach to eliminating crime and public nuisance problems associated with problem alcoholic beverage outlets. The Police Department has successfully applied for funding for this grant program and was notified in June 2021 that the grant application was approved. The grant agreement was received for approval on August 4, 2021. The grant utilizes Alcohol Beverage Control enforcement activities to help increase public safety and address any quality-of-life problems related to alcohol control for the surrounding community.

**ANALYSIS:**

This grant will address Alcoholic Beverage Control (ABC) priorities, consisting of: Shoulder Tap operations, where a minor decoy asks an adult to purchase alcohol for him or her, to deter adults from purchasing alcohol for minors; Minor Decoy operations, where minor volunteers attempt to buy alcohol at retail outlets; undercover operations; saturation patrols; and other alcohol related projects and dealing with their associated alcohol problems within the City limits.

The Corona Police Department ABC liaison officer will work with the local ABC liaison agent to provide training for patrol officers, educational and preventive programs, and coordinate all other designated projects with ABC inspections and operations.

The performance period for the grant will be July 1, 2021, through June 30, 2022. The one-time award will reimburse the City of Corona for designated personnel expenditures and other related supplies.

All program operations will be conducted on an overtime basis and will supplement police crime prevention activities.

The City Attorney has reviewed and approved as to form the proposed Grant Agreement.

**FINANCIAL IMPACT:**

Approval of the recommended actions will result in an appropriation and estimated revenue increase of \$50,142 in the General Fund in Fiscal Year 2022. This grant has no cost share matching requirements. The one-time grant award will reimburse the General Fund expenditures as follows:

Police Staffing Expense	\$ 48,042
Operating Expense	500
Equipment	1,600
Project Total	\$ 50,142

<b>GENERAL FUND</b>	
Adopted Budget - FY 2022 Estimated Revenue Over Expenditures	\$ 14,593,660



Less Measure X Reserves	(13,144,418)
Previously Approved/Revised Budget Adjustments (Net)*	33,823
Current Estimated Revenue Over Expenditures	1,483,065
FY 2021-22 Alcoholic Beverage Grant - Appropriation	(50,142)
FY 2021-22 Alcoholic Beverage Grant - Revenue Increase	50,142
<b>Revised Estimated Revenue Over Expenditures</b>	<b>\$ 1,483,065</b>
Budget Balancing Measures Reserve - Estimated 06/30/2021	27,665,595
Estimated FY 2022 Change in Budget Balancing Measures Reserve	1,483,065
<b>Estimated Budget Balancing Measures Reserve - 06/30/22</b>	<b>\$ 29,148,660</b>

\* Approved through Council Action or other operational process.

**ENVIRONMENTAL ANALYSIS:**

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action of directed enforcement is minimal and there is no possibility this will have a significant effect on the environment. Therefore, no environmental analysis is required.

**PREPARED BY:** MICHELLE ADAMS, MANAGEMENT ANALYST II

**REVIEWED BY:** ROBERT NEWMAN, CHIEF OF POLICE

**Attachments:**

1. Exhibit 1 - Resolution No. 2021-107 - State of California ABC
2. Exhibit 2 - State of California ABC 2021-2022 Alcohol Policing Partnership (APP) Program Award Letter
3. Exhibit 3 - State of California ABC Standard Agreement 21-APP11



**RESOLUTION NO. 2021-107**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, TO ACCEPT AND APPROPRIATE \$50,142 FROM THE STATE OF CALIFORNIA ALCOHOLIC BEVERAGE CONTROL (ABC) 2021-2022 ALCOHOL POLICING PARTNERSHIP (APP) PROGRAM**

**WHEREAS**, the City of Corona Police Department desires to undertake a certain project designated as the “2021-2022 Alcohol Policing Partnership Program (APP) administered by the Department of Alcoholic Beverage Control (hereafter referred to as ABC):

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, AS FOLLOWS:**

**SECTION 1.** The Chief of Police, or Police Captain, of the Police Department of the City of Corona is authorized, on its behalf to submit the proposal to ABC and is authorized to execute on behalf of the City of Corona, the attached contract including any extension or amendments thereof and any subsequent contract with the State in relation thereto.

**SECTION 2.** It is agreed that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and ABC disclaim responsibility for any such liability.

**SECTION 3.** The grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

**SECTION 4.** This award is not subject to local hiring freezes.

**SECTION 5.** This Resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED AND ADOPTED** this 1<sup>st</sup> day of September, 2021.

\_\_\_\_\_  
Mayor of the City of Corona, California

**ATTEST:**

\_\_\_\_\_  
City Clerk of the City of Corona, California



**CERTIFICATION**

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly passed and adopted by the City Council of the City of Corona, California, at a regular meeting thereof held on the 1<sup>st</sup> day of September, 2021 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 1<sup>st</sup> day of September, 2021.

\_\_\_\_\_  
City Clerk of the City of Corona, California

[SEAL]



**DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL**

3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
(916) 419-2500



June 10, 2021

Captain Paul Mercado  
Corona Police Department  
730 Public Safety Way  
Corona, CA 92878

Dear Captain Paul Mercado:

Congratulations! Your agency has been selected by the Department of Alcoholic Beverage Control (ABC) to receive funding for your 2021/2022 Alcohol Policing Partnership (APP) grant proposal.

Due to the ongoing Coronavirus (COVID-19) Pandemic, ABC has cancelled the annual *in-person* APP Training Conference originally scheduled for July 2021. However, this year we will be providing a *virtual* APP Conference that will last two-days from July 13<sup>th</sup> to 14<sup>th</sup>, 2021. Your ABC agent assigned to your agency will be in contact with you for additional information regarding the conference.

A grant contract will be forthcoming in the next couple of weeks which requires a resolution, order, motion, ordinance or other similar document from your local governing body authorizing execution of the agreement. Due to the fact that these resolutions typically have to be put on your governing body's calendar, we ask that you do this as soon as possible.

Please note that the total budget amount requested in the Request for Proposal was reduced by \$2,500 to reflect the unused Travel/Registration Fees due to the cancellation of the conference. In addition, due to the impact this pandemic has had on our budget, please note that the grant contract is contingent upon continued funding being available throughout the term of the contract.

Once again, ABC appreciates your understanding during the COVID-19 Pandemic and we look forward to working with your agency.

If you have any questions, please call Kristine Okino, Grant Coordinator at (916) 419-2572 or email at [Kristine.okino@abc.ca.gov](mailto:Kristine.okino@abc.ca.gov).

Sincerely,

A handwritten signature in black ink, appearing to read 'EH' or 'Eric Hirata'.

Eric Hirata  
Director

Cc: Lt. Jason Morris, Project Director



STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21-APP11

PURCHASING AUTHORITY NUMBER (If Applicable)

ABC-2100

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTOR NAME

City of Corona through the Corona Police Department

2. The term of this Agreement is:

START DATE

July 1, 2021

THROUGH END DATE

June 30, 2022

3. The maximum amount of this Agreement is:

\$ 50,142.00 Fifty thousand one hundred forty two dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions (GTC 04/2017)	4
+ - Exhibit D	Special Terms and Conditions	1
+ - Attachment RFP	RFP Scope of Work	10

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Corona through the Corona Police Department

CONTRACTOR BUSINESS ADDRESS

730 Public Safety Way

CITY

Corona

STATE

CA

ZIP

92878

PRINTED NAME OF PERSON SIGNING

Paul Mercado

TITLE

Police Captain

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED



STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21-APP11

PURCHASING AUTHORITY NUMBER (If Applicable)

ABC-2100

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTING AGENCY ADDRESS

3927 Lennane Drive, Suite 100

CITY

Sacramento

STATE

CA

ZIP

95834

PRINTED NAME OF PERSON SIGNING

Patty Nelson

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)



## **EXHIBIT A SCOPE OF WORK**

### **I. SCOPE OF WORK**

- Contractor agrees to implement the Department of Alcoholic Beverage Control (ABC), Alcohol Policing Partnership program. This program is intended to work with law enforcement agencies to develop an effective, comprehensive and strategic approach to eliminate the crime and public nuisance problems associated with problem alcoholic beverage outlets.
- Contractor agrees to implement ABC's Minor Decoy, Shoulder Tap Programs and conduct Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) Inspections. These Programs target both ABC licensed premises and individuals who furnish alcoholic beverages to the underage operators. The project is targeted to reduce underage drinking and the resultant DUI driving injuries and fatalities, and/or property damages, reduce youth access to alcoholic beverages through the education of licensee(s), enforcement intervention and the impressions of omnipresence of law enforcement. In addition, Contractor agrees to the following goals:
  1. The operation period of the grant is July 1, 2021 through June 30, 2022.
  2. Contractor agrees to raise public awareness that selling, serving and/or furnishing alcoholic beverages to individuals under twenty-one years old is a criminal violation that will be prosecuted by local city and district attorneys.
  3. Minor Decoy operations are designed to educate and deter licensed locations from selling/furnishing alcohol to minors. Contractor agrees to conduct Minor Decoy Operations at both "On-Sale" and "Off-Sale" licensed establishments within the operation period of the grant.
  4. Shoulder Tap operations are used to detect and deter adult furnishers outside of a licensed business. Contractor agrees to conduct Shoulder Tap Operations at "Off-Sale" licensed locations to apprehend adults that are unaffiliated with the licensed businesses and who are purchasing alcohol for minors outside of the stores within the operation period of the grant.
  5. Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) primary goal is to educate licensee's on alcohol related laws to help reduce alcohol-related crime in and around licensed premises. Contractor agrees to conduct visits and inspections of licensed premises identifying areas of non-compliance at "On-Sale" and "Off-Sale" licensed locations within the operation period of the grant.

### **II. GOALS AND OBJECTIVES**

1. Conduct at least six (6) Minor Decoy operations.
2. Conduct at least three (3) Shoulder Tap operations.
3. Conduct at least three (3) Trap door operations.
4. Conduct at least three (3) Undercover operations.



5. Conduct at least three (3) Saturation patrols.
6. Conduct at least three (3) Party patrols.
7. Conduct at least eight (8) roll call trainings.
8. Conduct at least one (1) LEAD training.
9. Provide at least three (3) press releases on grant enforcement activities.
  - A. To announce the start of the program;
  - B. At the conclusion of each Minor Decoy Operation has been held (to announce the number of licensed premises who sold to the minor decoy)
  - C. At the conclusion of each Shoulder Tap Operation has been held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy).
10. Contractor will fax (916) 419-2599 or email each press release to the Department's Public Information Officer ([pio@abc.ca.gov](mailto:pio@abc.ca.gov)) as soon as it is released.
11. Contractor agrees in all press releases, in addition to any credits the agency wishes to give, will include the following statement: "This project is part of the Department of Alcoholic Beverage Control's Alcohol Policing Partnership."

Contractor agrees to complete and submit monthly reports, on a format designed and provided by the Department of Alcoholic Beverage Control due no later than 15<sup>th</sup> of the following month.

### III. PROJECT REPRESENTATIVES

The project representatives during the term of this agreement will be:

Corona Police Department  
Jason Morris, Lieutenant  
730 Public Safety Way  
Corona, CA 92878  
(951) 736-2345  
[Jason.morris@coronaca.gov](mailto:Jason.morris@coronaca.gov)

Department of Alcoholic Beverage Control  
Brandon Shotwell, Supervising Agent in Charge  
3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
(916) 419-2329  
[Brandon.shotwell@abc.ca.gov](mailto:Brandon.shotwell@abc.ca.gov)

Direct all fiscal inquiries to:

Corona Police Department  
Michelle Adams, Management Analyst  
730 Public Safety Way  
Corona, CA 92878  
(951) 817-5727  
[michelle.adams@coronaca.gov](mailto:michelle.adams@coronaca.gov)

Department of Alcoholic Beverage Control  
Kristine Okino, Grant Coordinator  
3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
(916) 419-2572  
[Kristine.okino@abc.ca.gov](mailto:Kristine.okino@abc.ca.gov)



## **EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS**

### **I. INVOICING AND PAYMENT**

- For services satisfactorily rendered and upon receipt and approval of the invoice, the Department of Alcoholic Beverage Control agrees to pay a monthly payment of approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost) and/or allowable costs.
- Invoices shall clearly reference this contract number (21-APP11) and must not exceed the contract total authorized amount of \$50,142. Invoices are to be submitted by the 15<sup>th</sup> of every month, on the prescribed form designed by the Department of Alcoholic Beverage Control.

Submit to:                      Department of Alcoholic Beverage Control  
   Attn: Kristine Okino, Grant Coordinator  
   3927 Lennane Drive, Suite 100  
   Sacramento, California 95834

- Payment shall be made in arrears within 30 days from the receipt of an undisputed invoice. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act, Statutes of 2021.
- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project, July 1, 2021 and on or before the project termination date, June 30, 2022.
- Revisions to the "Scope of Work" and the "Budget Detail" may be requested by a change request letter submitted by the Contractor. If approved, the revised Grant Scope of Work and/or Budget Detail supersedes and replaces the previous grant and will initiate an amendment. No revisions can exceed allotted amount as shown on the Budget Detail. The total amount of the grant must remain unchanged.
- Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.
- Only the costs displayed in the Budget Detail are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.
- Title shall be reserved to the State for any State-furnished or State-financed property authorized by the State which is not fully consumed in the performance of this agreement. Contractor is responsible for the care, maintenance, repair, and protection of any such property. Inventory records shall be maintained by Contractor and submitted to the State upon request. All such property shall be returned to the State upon the expiration of this grant unless the State otherwise directs.
- Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractor is required to acknowledge the support of the State whenever publicizing the work under this grant in any media.



## II. BUDGET DETAIL

COST CATEGORY	TOTAL COST
<b>A. Personnel Services</b>	
<u>Overtime</u>	
Sergeant (\$103.61/hour), Detective (\$86.18/hour) & Officer (\$79.97/hour)	\$46,621.00
Benefits (estimated at 3%)	\$1,421.00
<b>TOTAL Personnel</b>	<b>\$48,042.00</b>
<b>B. Operating Expenses (receipts required)</b>	
Buy Money	\$500.00
<b>TOTAL Operating</b>	<b>\$500.00</b>
<b>C. Equipment (receipts required, must be purchased by 12/31)</b>	
Undercover body worn surveillance camera	\$1,600.00
<b>TOTAL Equipment</b>	<b>\$1,600.00</b>
<b>D. Travel Costs</b>	
n/a	\$0.00
<b>TOTAL Travel</b>	<b>\$0.00</b>
<b>GRANT TOTAL</b>	<b>\$50,142.00</b>



### **III. BUDGET CONTINGENCY CLAUSE**

- It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.
- Due to current and on-going fiscal uncertainty caused by the COVID-19 crisis, the grantee may spend no more than fifty percent (50%) of the grant amount without prior written authorization from the Department. The Department intends to authorize expenditures beyond the amount of fifty percent (50%) should its fiscal condition allow.

### **IV. PROMPT PAYMENT CLAUSE**

- Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.



## **EXHIBIT C**

### **GENERAL TERMS AND CONDITIONS**

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.



9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of 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 and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of 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 and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.



- a. The Government Code Chapter on Antitrust claims contains the following definitions:
  - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
  - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.



17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
  - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)



## **EXHIBIT D SPECIAL TERMS AND CONDITIONS**

1. **Disputes:** Any disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director of the Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.
2. **Cancellation/Termination:** This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. No penalty shall accrue to either party because of contract termination.
3. **Contract Validity:** This contract is valid and enforceable only if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2021, for the purposes of this program.
4. **Contractor Certifications:** By signing this agreement, Contractor certifies compliance with the provisions of CCC 04/2017, Standard Contractor Certification Clauses. This document may be viewed at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>
5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity and/or cancel the agreement.





**State of California**  
**Department of Alcoholic Beverage Control**  
**Alcohol Policing Partnership Program**

**PROPOSAL COVER SHEET**

(TO BE COMPLETED BY APPLICANT AGENCY)

**1. Name of Applicant Agency:** Corona Police Department

**2. Description of Applicant Agency:** Provide your city or county and a brief summary of department size, staffing, and structure.

The City of Corona is the third largest city in Riverside County and was incorporated in 1896. It covers approximately 39 square miles and has quadrupled its population since 1980 to over 168,000. The police department is headed by a Chief of Police and is divided into three divisions, each headed by a Captain. The divisions include Field Services, Investigative Services, and Support Services. The Corona Police Department, for fiscal year 2021-2022 is authorized 158 sworn officers, 72 full-time professional staff, and 30 part-time professional staff. Of the sworn officers, 107 are assigned to Field Services, 41 are assigned to Investigative Services, and 10 are assigned to Support Services.

**3. Number of Licenses in Project Area:** 309

**4. Population of Service Area:** 168,972

**5. Project Description:** Provide a list of your project's goals and objectives and briefly summarize.

The Corona Police Department Liaison Officer will coordinate the grant activities with a focus on reducing crimes and public nuisance problems associated with problem alcoholic beverage outlets, reducing juvenile access to alcohol, educating business owners and the public about alcohol-related crimes, and train sworn staff to effectively enforce alcohol-related crimes. The project objectives include: Lead Training, six minor decoy operations, three shoulder tap operations, three trap door operations, three undercover operations, three saturation patrols, three party patrols, at least eight roll call trainings, and three press releases.

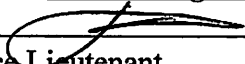
**6. Funds Requested:** \$ 52,642


**7. Project Period:** July 1, 2021 – June 30, 2022

**8. Acceptance of Conditions:** By submitting this proposal, the applicant signifies acceptance of the responsibility to comply with all requirements stated in the Request for Proposals. The applicant understands that ABC is not obligated to fund the project until the applicant submits correctly completed documents required for the contract.

**A. Project Director (person having day-to-day responsibility for the project)**

**B. Chief of Police or Sheriff (authorizing official)**

Name: Jason Morris  
Address: City of Corona - Police Department  
730 Public Safety Way, Corona, CA 92878  
  
Phone: (951) 736-2345  
Fax: (951) 279-3579  
E-Mail Address: [Jason.Morris@coronaca.gov](mailto:Jason.Morris@coronaca.gov)  
Signature: 


Name: Paul Mercado  
Address: City of Corona - Police Department  
730 Public Safety Way, Corona, CA 92878  
  
Phone: (951) 736-2345  
Fax: (951) 279-3579  
E-Mail Address: [Paul.Mercado@coronaca.gov](mailto:Paul.Mercado@coronaca.gov)  
Signature: 

Title: Police Lieutenant

Title: Police Captain

**C. Fiscal or Accounting Official**

**D. ABC USE ONLY**

Name: Michelle Adams  
Address: City of Corona – Police Department  
730 Public Safety Way, Corona, CA 92878  
  
Phone: (951) 817-5727  
Fax: (951) 279-3579  
Email Address: [Michelle.Adams@coronaca.gov](mailto:Michelle.Adams@coronaca.gov)  
Signature:   
Title: Management Analyst



## SCOPE OF WORK

### 1. Summary:

The City of Corona is located approximately 45 miles southeast of Los Angeles in western Riverside County. The city encompasses over 39 square miles and has a population of over 168,000. It was incorporated in 1896 and has emerged as an ethnically diverse community, where a significant percentage of the population is made up of young, well-educated families. The city is served by the Corona-Norco Unified School District, the largest school district in Riverside County and the eighth largest district in California with over 53,000 students currently enrolled. As of 2018, one fifth of the City of Corona's population was under 20 years old, with another 53% of the population between 20 and 54 years old. The total population is made up of 42% Hispanic, 38% White, 12.5% Asian, 3.5% Black, and approximately 4% Other. One quarter of the population has at least a bachelor's degree and another 36% has either some college or an associate degree.

The Corona Police Department is authorized 158 sworn personnel and 70 full-time civilian personnel for fiscal year 2021-2022. The department is organized into three divisions, each managed by a Captain: Field Services Division (FSD), Investigative Services Division (ISD), and Support Services Division (SSD). FSD contains the largest number of sworn personnel with 107 positions. There are four Lieutenants assigned to FSD and act as watch commanders as well as area commanders for patrol. Each of these Lieutenants are assigned one of four zones within the city and are tasked with monitoring calls for service, responding to citizen complaints, and developing patrol strategies in their respective areas.

ISD has 41 sworn personnel and primarily includes the Detective bureau, Traffic bureau, and Task Force officer positions. One Lieutenant is responsible for ISD and reports directly to the ISD Captain. The SSD consists of Administration, Dispatch, Records bureau, Personnel & Training bureau, and volunteers. Each of these bureaus are either headed by a sworn police sergeant or a civilian supervisor and they report directly to the SSD Captain. Divided amongst the different divisions are: 5 Lieutenants, 23 Sergeants, 16 Corporals, 22 Detectives, and 88 Officers. The Corona Police Department has a very strong working relationship with the Riverside County District Attorney's Office and according to Supervising Deputy District Attorney Jennifer Chang, who oversees the filing of cases, the Riverside County DA's office will file all alcohol-related cases that meet the evidential requirements.

The City of Corona currently has 116 active off-sale licensed locations and 193 active on-sale licensed locations. The Corona Police Department ABC project goals are to: (1) Reduce crimes and public nuisance problems associated with problem alcoholic beverage outlets, (2) Reduce the access of alcohol to minors, (3) Educate business owners, employees, and the public on alcohol-related crimes and their impact on the community, and (4) Train patrol officers on how to effectively enforce alcohol-related crimes and report necessary crimes to ABC.

### 2. Problem Statement:

This project will serve the businesses and residents within the City of Corona, County of Riverside. Some of the main concerns of the community as well as the police department are the issues of public drunkenness, driving while under the influence of alcohol, and intoxicated juveniles. In 2020, the Corona Police Department responded to approximately 400 calls for service involving either driving under the influence or public intoxication.



## SCOPE OF WORK

During that same time period, officers took 115 alcohol-related crimes reports in the city.

Alcohol-related crimes take up a large portion of calls for service and they decrease the quality of life for Corona citizens.

A large majority of the public intoxication calls are generated by homeless individuals who frequent the downtown area of Corona and purchase alcohol while already inebriated.

### **Alcohol Consumption in Minors:**

The City of Corona continues to have a problem with underage drinking. Juveniles at local high schools have expressed they are able to purchase alcohol from certain liquor stores or by asking homeless individuals to purchase alcohol for them, but most often are provided alcohol by older friends and family at parties.

According to the California Office of Traffic Safety, the City of Corona was one of 58 cities in California in 2017 with a population between 100,001 and 250,000. While Corona ranked 38th of 58 in the number of total alcohol-related crashes causing injury or death, it ranked 6th of 58 in the number of alcohol-related crashes causing injury or death where a person under 21 years old had been drinking. This demonstrates that the City of Corona has a higher percentage of juveniles drinking and driving when compared to other cities in California of similar size.

The Corona Police Department last received an ABC grant for grant year 2020-2021. In this grant period, four minor decoy operations, two shoulder tap, two impact inspections, one saturation patrol, and one party patrol was conducted, before remaining grant funding was reduced to 50% of the grant award in February 2021, due to Covid-19 budget impacts. Corona had an overall minor sale rate of 13%, which was higher than the state average of 12% for the FY2018/19 grant year. Corona alcohol licensees sold alcohol to minors at a higher rate than the rest of the state.

The City of Corona has a “social host ordinance” which states in part that it is unlawful for any person to permit, allow, or host a gathering at his or her place of residence or other area under his or her control where alcoholic beverages have been consumed by a minor. While this ordinance can be a powerful deterrent for hosting underage parties, it is rarely enforced as patrol officers lack the training to investigate these crimes and are often called to more pressing crimes. Parents often have a lassies-faire attitude when it comes to underage drinking at their residence because they think their children are responsible. Adults often seem to lack the understanding of the dangers associated with underage drinking.

In addition to calls for public intoxication and underage drinking, the Corona Police Department has identified a couple of locations within the City that need to be addressed. They are as follows:

### **100 E. Harrison Street, “Boondocks Pub & Grill” -**

The Boondocks Pub & Grill is an Irish bar located near downtown Corona and advertises live music and DJs on the weekends. During 2020, the Corona Police Department responded to 19 calls for service at that address including fights and public intoxication. There was one arrest made for battery.



## SCOPE OF WORK

### **150 Depot Drive, “The Depot Bar and Grill” -**

The Depot Bar and Grill is located in a business/residential district near the downtown area. In 2020, the Corona Police Department responded to 19 calls for service at that address, including public intoxication and domestic violence.

The incidents occurring at the bars were greatly reduced in 2020 with the bars being closed in March, 2020 due to the pandemic, and Riverside County being placed in the state’s purple tier. On March 17, 2021 Riverside County has now moved into the Red Tier which allows for restaurants and movie theaters to open again at 25% capacity. Bars will be allowed to open again when Riverside County enters the Orange Tier, which will probably happen in April or May 2021.

### **3. Project Description**

The proposed project plans to utilize ABC enforcement strategies to address the City of Corona’s alcohol related problems as they pertain to over-service, sales to minors, and other ABC violations. Corona’s Police Department plans to work closely with a Grant Assistant Program investigator and other ABC investigators to fulfill the following goals:

- A. Reduce crimes and public nuisance problems (specifically public intoxication calls) associated with problem alcoholic beverage outlets
- B. Reduce the access of alcohol to minors, thereby reducing the number of fatal and injury collisions involving minors that had been drinking
- C. Educate business owners, employees, and the public on alcohol-related crimes and their impact on the community
- D. Train patrol officers on how to effectively enforce alcohol-related crimes and improve the reporting of licensee violations to ABC

The specific objectives that will be set to reach the aforementioned goals are as follows:

- A. Primarily target problematic ABC licensees that have been determined to be a nuisance such as those previously described
- B. Host one (1) LEAD (Licensee Education on Alcohol and Drugs) TRAINING
- C. Conduct six (6) “Minor Decoy” Operations
- D. Conduct three (3) “Shoulder Tap” Operations
- E. Conduct three (3) “Trap Door” Operations



## SCOPE OF WORK

F. Conduct three (3) Undercover Operations at identified problematic licensees to locate individuals who are leaving and driving (DUI enforcement), to observe bartenders who are over-serving intoxicated patrons, and attempt to locate patrons who are selling narcotics at the location

G. Conduct three (3) Saturation Patrols at various locations within the City of Corona that have a high-density bar scene, such as at the Dos Lagos shopping center and in the downtown area. These patrols will also include bar checks by uniformed personnel

H. Conduct three (3) Party Patrols within the City of Corona, specifically coordinated with historically significant underage drinking events such as graduation, prom, and high school championship sporting events. These patrols will be specifically designed to enforce the City of Corona's social host ordinance laws at private parties where minors are drinking

I. Conduct at least eight (8) roll call trainings on alcohol-related issues and laws for sworn personnel. The ABC Liaison Officer will provide training in briefing to patrol officers to include local and state laws and current ABC guidelines, as well as the District Attorney's expectations

J. Issue at least three (3) press releases; one at the beginning of the program, one near the midpoint, and one at the conclusion to highlight the grant funding and strategies being implemented

K. Involve different patrol officers in the various operations throughout the year. By allowing patrol officers to participate, they will increase their knowledge of ABC laws and be able to bring that knowledge back to patrol so they can be the shift expert

### 4. Project Personnel

The Vice and Narcotics Unit, under the jurisdiction of the Investigative Services Division, will be responsible for administering the ABC grant. Officer Ryan Eddy will serve as the ABC Liaison Officer responsible for maintaining and monitoring the grant to ensure all the goals and objectives are met. Officer Ryan Eddy has been a sworn peace officer for thirteen years and has been assigned to the Vice and Narcotics Unit for over a year. He has extensive undercover experience and has worked several ABC operations in the past and has a working relationship with ABC personnel. He will be primarily assisted by other members of the Vice and Narcotics Unit in an overtime capacity on their regular time off.

The Minor Decoy, Shoulder Tap, Trap Door, Saturation Patrol, and Party Patrol operations will all require one supervisor and four sworn officers to operate. Most of the Vice and Narcotic Unit consists of Senior Detectives and they will be afforded the opportunity to participate in the operations as they have extensive experience and knowledge in these types of operations.



# BUDGET DETAIL

# Exhibit B

BUDGET CATEGORY AND LINE-ITEM DETAIL	COST (Round budget amounts to nearest dollar)
<b>A. Personnel Services (Straight Time Salaries, Overtime, and Benefits)</b>	
<b>A.2 Overtime (5 Hrs ea):</b> One Lead Training 2 POII - \$79.97 x 2 POII x 1 x 5 hrs ea.	800
<b>A.2 Overtime (5 Hrs ea):</b> Six Minor Decoy, three Shoulder Tap, three Trap Door, three Undercover, three Saturation Patrols, and three Party Patrols, for a total of 21 projects	
1 – Sgt - \$103.61 x 1 Sgt x 21 projects x 5 hrs ea.	10,879
2 – Sr. Det. - \$86.18 x 2 Sr. Det.'s x 21 projects x 5 hrs ea.	18,098
2 – POII - \$79.97 x 2 POII's x 21 projects x 5 hrs ea.	16,794
1 – POII - \$79.97 x 1 POII x 2 projects x 5 hrs ea. (additional officer for (Undercover operations)	800
<b>Total Overtime Project Costs</b>	47,371
<b>A.3 Benefits</b> Employee Benefits – Benefits are estimates at 3% of total overtime costs \$47,371 x 3%)	1,421
<b>TOTAL PERSONNEL SERVICES</b>	\$48,792
<b>B. Operating Expenses (maximum \$2,500)</b>	
Buy money for shoulder taps, minor decoys, and undercover operations	500
<b>TOTAL OPERATING EXPENSES</b>	\$500
<b>C. Equipment (maximum \$2,500)</b>	
<b>(Attach receipts for all equipment purchases to monthly billing invoice)</b> Undercover body worn surveillance camera	1,600
<b>TOTAL EQUIPMENT</b>	\$1,600
<b>D. Travel Expense/Registration Fees (maximum \$2,500)</b>	
<b>(Registration fee for July 2020 APP Conference attendee is \$325 each)</b>	
Registration fee for July APP Conference for two (2) attendees at \$325 each	650
Travel, per diem, and lodging for the July APP Conference	1,100
<b>TOTAL TRAVEL EXPENSE</b>	\$1,750
<b>TOTAL BUDGET DETAIL COST, ALL CATEGORIES</b>	\$52,642



## OTHER FUNDING SOURCES

Complete the following to report the total funds available to support the activities related to accomplishing the goals and objectives of the contract. In the "Grant Funds" column, report the ABC funds requested by category. In the "Other Funds" column, report all other funds available to support the project by category (if none, leave blank). Then calculate the totals by category in the "Program Total" column. Total each column down to arrive at the total program funds available. (Round all budget amounts to the nearest dollar—No Cents.)

BUDGET CATEGORY	GRANT FUNDS	OTHER FUNDS	PROGRAM TOTAL
Personnel Services			\$0.00
Operating Expenses			\$0.00
Travel/Registration Fees			\$0.00
Equipment			\$0.00
<b>TOTALS</b>	\$0.00	\$0.00	\$0.00

**This form does not become part of the contract but is required in the Request for Proposals package.**





Staff Report

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**File #:** 21-0813

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**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 09/01/2021

**TO:** Honorable Mayor and City Council Members

**FROM:** Human Resources Department

**SUBJECT:**  
Corona Supervisors Association - Side Letter.

**EXECUTIVE SUMMARY:**

The City is currently engaged in labor negotiations with all five bargaining associations. Due to the complex nature of the current negotiations, the Corona Supervisors Association ("CSA") has entered into a Side Letter to extend the current Memorandum of Understanding ("MOU").

**RECOMMENDED ACTION:**

**That the City Council** approve the Side Letter of Agreement Extending the 2019-2021 Memorandum of Understanding between the City of Corona and the Corona Supervisors Association to November 15, 2021.

**BACKGROUND & HISTORY:**

The City entered into an MOU with CSA in 2019 with an expiration date of June 30, 2021. The Parties are currently negotiating for a successor MOU and believe the process will take additional time beyond the expiration of the MOU, as the negotiations involve both significant re-writes to MOU provisions as well as consideration of a classification and compensation study that the City had a consultant prepare in anticipation of negotiations. The Parties have agreed to an extension of their MOU in exchange for a one-time payment being made to each member of the bargaining unit.

**ANALYSIS:**

In signing the Side Letter of Agreement with CSA:

- a. The Parties agree that the expiration date of their current MOU is extended to November 15, 2021.
- b. The City agrees that each member of the bargaining unit represented by CSA as of August 19,



2021, will receive a one-time payment equivalent to two percent (2%) of their salary on September 10, 2021.

- c. The City agrees that if the Parties are able to reach an agreement on a successor MOU before November 15, 2021, the MOU will go into effect on the first day of the pay period following City Council approval (following CSA ratification) of the MOU.
- d. The City agrees that it will continue to roll-up the medical insurance premiums into the overtime rate of CSA members until the earlier of the first date of the Parties' successor MOU or November 15, 2021.

**FINANCIAL IMPACT:**

The financial impact of the Side Letter with CSA is \$89,407, based on active membership at the time this report was prepared. The total includes the Medicare and Unemployment Insurance contributions. The following is a breakdown by funding source:

General Fund	DWP Funds	Other Funds	Total
\$ 48,554	\$ 32,380	\$ 8,473	\$ 89,407

**ENVIRONMENTAL ANALYSIS:**

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. When it can be seen with certainty there is no possibility that approval of the recommended actions may have a significant effect on the environment, the action is not subject to CEQA. This action merely approves a Side Letter of Agreement, Resolutions, and Employment Contracts and there is no possibility that adopting these items will have a significant effect on the environment. Therefore, no environmental analysis is required.

**PREPARED BY:** KYLIE LUJAN, HUMAN RESOURCES SUPERVISOR

**REVIEWED BY:** ANGELA RIVERA, CHIEF TALENT OFFICER

**Attachments:**

- 1. Exhibit 1 - Side Letter of Agreement Between City of Corona and Corona Supervisors Association



## SIDE LETTER OF AGREEMENT

BETWEEN

CITY OF CORONA

AND

CORONA SUPERVISORS ASSOCIATION

This Side Letter of Agreement ("Agreement") between the City of Corona ("City") and the Corona Supervisors Association ("CSA") is entered into with respect to the following:

**WHEREAS**, the Parties are parties to a Memorandum of Understanding (MOU) that expires on June 30, 2021; and

**WHEREAS**, the Parties are currently negotiating for a successor MOU, and the process is taking additional time beyond the expiration of the MOU, as the negotiations involve both significant re-writes to MOU provisions as well as consideration of a classification and compensation study that the City had a consultant prepare in anticipation of negotiations; and

**WHEREAS**, the Parties have agreed to an extension of their MOU in exchange for a lump sum payment being made to each member of the CSA bargaining unit on August 19, 2021 as set forth below; and

**WHEREAS**, the following sets forth the Parties' Agreement:

1. The Parties agree that the expiration date of their current MOU is extended to November 15, 2021.
2. The City agrees that each member of the bargaining unit represented by CSA as of August 19, 2021 will receive a one-time lump sum payment equal to 2% of each members' current base salary on September 10, 2021.
3. The City agrees that if the Parties are able to reach an agreement on a successor MOU before November 15, 2021, the MOU will go into effect on the first day of the pay period following City Council approval (following CSA ratification) of the MOU.

### FOR THE CITY OF CORONA

DocuSigned by:

*Jacob Ellis*

8CB6AE0895944B4...

Jacob Ellis

City Manager

8/25/2021

Date

DocuSigned by:

*Angela Rivera*

3492BF621C634BF...

Angela Rivera

Chief Talent Officer

8/25/2021

Date



**FOR THE CORONA SUPERVISORS ASSOCIATION**

DocuSigned by:

*Cynthia Lara*

E95FB8E1259C472...

Cynthia Lara  
President, CSA

8/25/2021

Date

**APPROVED AS TO FORM**

DocuSigned by:

*Peter Brown*

39F1B2F7AD604D5...

Peter J. Brown  
Negotiator for City of Corona

8/25/2021

Date

DocuSigned by:

*Richard W. Wurts*

F3C352D129AB465...

Richard W. Wurts  
Negotiator for CSA

8/26/2021

Date





Staff Report

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**File #:** 21-0738

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**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 09/01/2021

**TO:** Honorable Mayor and City Council Members

**FROM:** Finance Department

**SUBJECT:**

Public Hearing and Election for Annexation Proceedings for Annexation No. 27 into Community Facilities District No. 2016-3 (Maintenance Services).

**EXECUTIVE SUMMARY:**

The property owner requests annexation into the City's Community Facilities District No. 2016-3 (Maintenance Services) ("CFD No. 2016-3") to provide maintenance services for public facilities within and for the benefit of the proposed development.

**RECOMMENDED ACTION:**

**That the City Council:**

- a. Adopt Resolution No. 2021-104, calling a special election and submitting to the qualified electors of the territory proposed to be annexed to Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona the question of levying special taxes within the territory proposed to be annexed (Annexation No. 27).
- b. Adopt Resolution No. 2021-105, declaring the results of the special election for Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona on the proposition of the annual levy of special taxes within the territory proposed to be annexed to said Community Facilities District to pay the costs of certain services to be provided by the Community Facilities District, determining that the territory proposed to be annexed is added to and part of said Community Facilities District with full legal effect (Annexation No. 27).

**BACKGROUND & HISTORY:**

On December 7, 2016, the City Council approved Resolution No. 2016-112 establishing Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona (the "CFD No. 2016-3" or "District") for the purpose of levying special taxes on parcels of taxable property to provide certain



services which are necessary to meet increased demands placed upon the City.

On July 21, 2021, the City Council adopted Resolution No. 2021-091, a Resolution of Intention to annex territory to CFD No. 2016-3 and commence the annexation proceedings for the territory to be annexed, also shown as Annexation No. 27. A public hearing was set for September 1, 2021 to conduct an election for the landowners and to declare the results of that election.

As required by the Resolution of Intention, an annexation map was recorded on July 28, 2021, at 10:39 a.m. in Book 87 Page 32, Document No. 2021-0450034, and the potential annexation area boundary map was recorded on November 7, 2016, at 4:40 p.m. in Book 80 Page 23, Document No. 2016-0494013 of Maps of Assessment and Community Facilities Districts with the Riverside County Recorder.

### **ANALYSIS:**

The Resolution of Intention was adopted by the City Council in response to the Petition filed by HI Corona, LLC, a California Limited Liability Company ("Owner"), property owner of APNs 113-360-051, 113-360-052, and 113-360-054 within the City, who has requested that the City assist them in annexing territory into CFD No. 2016-3 to cover the costs associated with the maintenance of public improvements. The improvements proposed to be maintained include items such as street lighting and street maintenance.

The area proposed within Annexation No. 27 will encompass a development comprised of 1.14 net acres of a learning center with a playground ("Property"). The Property proposed to be annexed into CFD No. 2016-3 will be included in Tax Zone 27. This tax rate includes a Maximum Special Tax A of \$1,313 per acre per year for maintenance services of public facilities. There are no services being funded by the levy of Special Tax B for contingent services. The Maximum Special Taxes are proposed to escalate each year at the greater of Consumer Price Index (CPI) or 2%.

The Petition includes the waiver and consent by the Owner, which is on file in the City Clerk's office, that authorizes the City to: (1) hold the election and declare election results; (2) shorten election time requirements; (3) waive analysis and arguments; and (4) waive all noticing requirements relating to the conduct of the election immediately following the public hearing scheduled for September 1, 2021.

### **FINANCIAL IMPACT:**

On March 1 of each year, every building for which a building permit has been issued will be subject to the special taxes in the ensuing Fiscal Year. If the anticipated costs of maintaining the facilities in any given Fiscal Year, prior to buildout of the project, exceeds the special tax revenues available from parcels for which building permits have been issued, then the special tax may also be on property with recorded final subdivision maps, as well as other undeveloped property.

The proposed total maximum assessment rate for Tax Zone 27 for Special Tax A is \$1,313 per acre per year. The assessment rate is proposed to escalate each year at the greater of Consumer Price Index (CPI) or 2%. This annexation will yield an estimate of \$1,496 in special assessment revenue at build-out as planned.



The total annexation cost is being paid by the property owner.

**ENVIRONMENTAL ANALYSIS:**

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the adoption of the resolutions may have a significant effect on the environment, the action is not subject to CEQA. This action merely annexes the Property to CFD No. 2016-3 and there is no possibility that adopting the above resolution will have a significant effect on the environment. Therefore, no environmental analysis is required.

**PREPARED BY:** LIEN-CHI CANTUBA, FINANCIAL ANALYST III

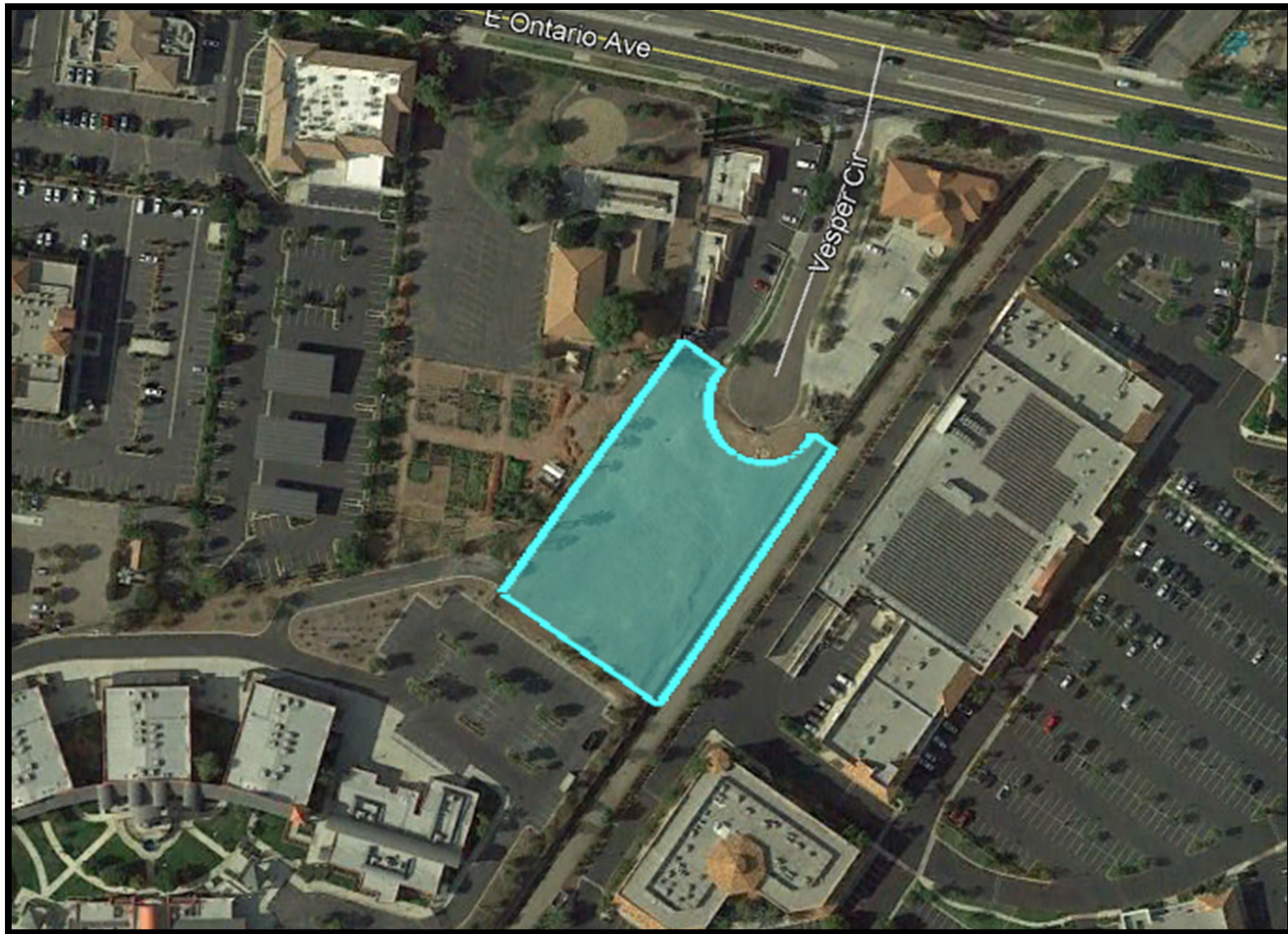
**REVIEWED BY:** KIM SITTON, FINANCE DIRECTOR

**Attachments:**

1. Exhibit 1 - CFD No. 2016-3 Annexation No. 27 Project Map
2. Exhibit 2 - CFD No. 2016-3 Annexation No. 27 Recorded Boundary Map
3. Exhibit 3 - Resolution No. 2021-104
4. Exhibit 4 - Resolution No. 2021-105



PROJECT MAP  
CFD NO. 2016-3 (MAINTENANCE SERVICES)  
ANNEXATION NO. 27





COPY

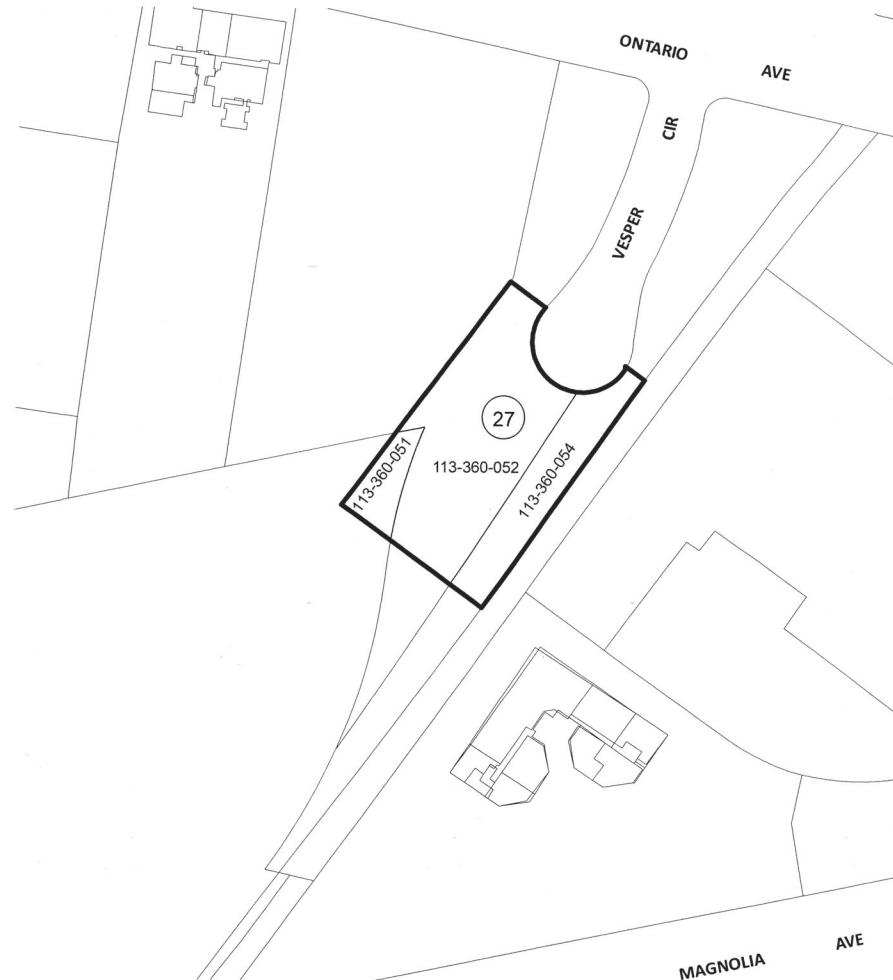
87  
32

SHEET 1 OF 1 SHEET

**ANNEXATION MAP NO. 27**  
**COMMUNITY FACILITIES DISTRICT NO. 2016-3**  
**(MAINTENANCE SERVICES)**  
**CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

THIS MAP SHOWS THE BOUNDARIES OF AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES), OF THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE BOUNDARIES OF WHICH COMMUNITY FACILITIES DISTRICT ARE SHOWN AND DESCRIBED ON THE MAP THEREOF WHICH WAS PREVIOUSLY RECORDED ON JANUARY 28, 2016 IN BOOK 79 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE 26 AND AS INSTRUMENT NO. 2016-0034624 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.



I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES), OF THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF CORONA AT A REGULAR MEETING THEREOF, HELD ON 21<sup>st</sup> DAY OF July, 2021.

BY ITS RESOLUTION NO. 2021-091

Sylvia Edwards  
 CITY CLERK  
 CITY OF CORONA

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF CORONA, THIS 21<sup>st</sup> DAY OF July, 2021.

Sylvia Edwards  
 CITY CLERK  
 CITY OF CORONA

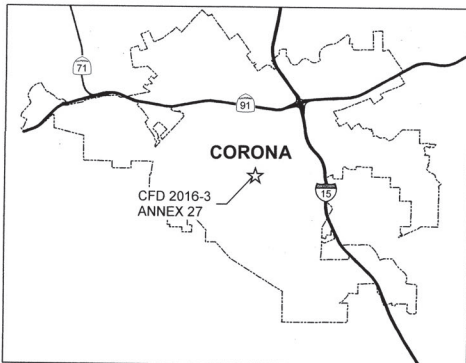
FILED THIS 28 DAY OF July, 2021 AT THE HOUR OF 10:39 O'CLOCK A.M IN BOOK 87 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 32 IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: \$9.00 NO.: 2021-0450034  
 PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: Jackie Ott  
 DEPUTY

**LEGEND**

- CITY BOUNDARY
- ANNEXATION AREA BOUNDARY
- PARCEL BOUNDARY
- XXX-XXX-XXX ASSESSOR'S PARCEL NUMBER
- (27) TAX ZONE



THIS ANNEXATION MAP CORRECTLY SHOWS THE LOT OR PARCEL OF LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCEL REFER TO THE COUNTY ASSESSOR MAPS FOR FISCAL YEAR 2020-21.



## **RESOLUTION NO. 2021-104**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA CALLING SPECIAL ELECTION AND SUBMITTING TO THE QUALIFIED ELECTORS OF TERRITORY PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES) OF THE CITY OF CORONA THE QUESTION OF LEVYING SPECIAL TAXES WITHIN THE TERRITORY PROPOSED TO BE ANNEXED (ANNEXATION NO. 27)**

**WHEREAS**, the City Council (the “City Council”) of City of Corona (the “City”) has heretofore conducted proceedings for the establishment of and has established Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona, County of Riverside, State of California (the “Community Facilities District”), and the Community Facilities District has been authorized to annually levy special taxes to pay the costs of the maintenance of public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use, including, but not limited to, maintenance and lighting of parks, parkways, streets, roads and open space, maintenance and operation of water quality improvements and storm drainage systems, and public street sweeping, within the Community Facilities District and in the surrounding area and the costs associated with the determination of the amount of and levy and collection of special taxes which will be levied to provide the services and costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District.

**WHEREAS**, the City Council has been advised that the owner of approximately 1.14 net acres of land wish to have their land included within the boundaries of the Community Facilities District and have requested that such land be annexed thereto; and

**WHEREAS**, the City Council is authorized by Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the “Mello-Roos Community Facilities Act of 1982,” to annex such land to the Community Facilities District; and

**WHEREAS**, on July 21, 2021 the City Council adopted Resolution No. 2021-091, a resolution of intention to annex the Property to the Community Facilities District pursuant to Section 53339.2 of the California Government Code, determining that the public convenience and necessity require that said Property be annexed to the Community Facilities District and containing all of the matters prescribed by Section 53339.3 of said Code, and fixing 6:30 p.m. on September 1, 2021 in the Council Chambers of the City Council, 400 South Vicentia, Corona, California, as the time and place for a hearing upon said resolution; and



**WHEREAS**, pursuant to said resolution, the City Clerk has published and mailed notice of the time and place of said hearing as required by Section 53339.4 of said Code; and

**WHEREAS**, on September 1, 2021, at the time and place of said hearing, the City Council afforded all interested persons for or against the annexation of the Property to the Community Facilities District an opportunity to present testimony and to protest against the proposed annexation of said Property to the Community Facilities District, and no protests, either oral or in writing, were received; and

**WHEREAS**, pursuant to Section 53339.7 of said Code, the City Council may now submit the question of levying a special tax within the area proposed to be annexed to the Community Facilities District to the qualified electors within said territory.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, AS FOLLOWS:**

**SECTION 1. Findings.** The City Council finds that: (i) the foregoing recitals are correct; (ii) less than 12 persons have been registered to vote within the territory proposed to be annexed to the Community Facilities District during the 90 days preceding the close of the public hearing on September 1, 2021, and no persons are registered to vote therein; (iii) pursuant to Section 53326 of the California Government Code, as a result of the findings set forth in clause (ii) above, the vote in the special election called by this resolution shall be by the landowner of the territory proposed to be annexed to the Community Facilities District whose property would be subject to the special taxes if they were levied at the time of the election, and each landowner shall have one vote for each acre, or portion thereof, which he or she owns within said territory which would be subject to the proposed special taxes if they were levied at the time of the election; (iv) HI Corona, LLC, a California Limited Liability Company, the owner of all of the territory proposed to be annexed to the Community Facilities District, have by written consent (a) waived the time limits set forth in said Section 53326 for holding the election called by this resolution, (b) consented to the holding of said election on September 1, 2021, (c) waived notice and mailed notice of the time and date of said election, and (d) waived an impartial analysis by the City Attorney of the ballot proposition pursuant to Section 9280 of the California Elections Code, mailing of a statement pursuant to Section 9401 of said Code, and arguments and rebuttals pursuant to Sections 9281 to 9287, inclusive, and 9295 of said Code; and (vi) the City Clerk has consented to the holding of said election on September 1, 2021 or any other date that is acceptable to the City Clerk.

**SECTION 2. Special Election.** A special election is called for and shall be held on Wednesday, September 1, 2021, for the purpose of submitting to the qualified electors of the territory proposed to be annexed to the Community Facilities District the question of whether special taxes shall annually be levied within said territory to pay the costs of the maintenance of public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use, including, but not limited to, maintenance and lighting of parks, parkways, streets, roads and open space, maintenance and operation of water quality improvements and storm drainage systems, and public street sweeping, within the Community Facilities District and in the surrounding area, and the costs associated with the determination of the amount of and levy and



collection of special taxes which will be levied to provide the services and costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District pursuant to the Rates and Method of Apportionment of the Special Taxes, attached as Exhibit “B” to Resolution No. 2021-091.

**SECTION 3. Ballot Proposition.** The proposition to be submitted on September 1, 2021, to the qualified electors of the territory proposed to be annexed to the Community Facilities District shall be as follows:

Shall special taxes be levied annually on taxable property within the territory proposed to be annexed to Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona, County of Riverside, State of California (i) to pay the annual costs of maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-way, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use, including, but not limited to, maintenance and lighting of parks, parkways, streets, roads and open space, maintenance and operation of water quality improvements and storm drainage systems, and public street sweeping, within and in the area of the community facilities district, to pay expenses incidental thereto and (ii) to pay costs associated with the determination of the amount of and the levy and collection of the special taxes, at the special tax rates and pursuant to the method of apportioning such special taxes set forth in Exhibit "B" to Resolution No. 2021-091 adopted by the City Council of the City of Corona on July 21, 2021?

**SECTION 4. Conduct of Election.** Except as otherwise provided in Section 5 hereof, said election shall be conducted by the City Clerk (the “City Clerk”) pursuant to the provisions of the California Elections Code governing elections of cities, and the provisions of Division 4 (commencing with Section 4000) of said Code, insofar as they may be applicable.

**SECTION 5. Election Procedures.** The procedures to be followed in conducting said election shall be as follows:

(a) Pursuant to Section 53326 of the California Government Code, ballots for the election shall be distributed to the qualified electors by the City Clerk by mail with return postage prepaid.

(b) Pursuant to applicable sections of the aforementioned provisions of the California Elections Code governing the conduct of mail ballot elections, including in particular Division 4 (commencing with Section 4000) of said Code, the City Clerk shall mail to each qualified elector an official ballot in the form attached hereto as Exhibit “A,” and shall also mail to all such qualified electors a ballot pamphlet and instructions to voter, including a sample ballot identical in form to the official ballot but identified as a sample ballot, a return identification envelope with prepaid postage thereon addressed to the City Clerk for the return of voted official ballots, and copies of Resolution No. 2021-091.



(c) The official ballot to be mailed by the City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, and if the landowner-voter is other than a natural person, that he or she is an officer of or other person affiliated with the landowner-voter entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter, that in voting such official ballot it was his or her intent, as well as the intent of the landowner-voter, to vote all votes to which the landowner-voter is entitled based on its land ownership on the proposition set forth in the official ballot as marked thereon in the voting square opposite such proposition, and further certifying as to the acreage of the landowner-voter's land ownership within the Community Facilities District.

(d) The return identification envelope delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the following: the name of the landowner, the address of the landowner, a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, the printed name and signature of the voter, the address of the voter, the date of signing and place of execution of said declaration, and a notice that the envelope contains an official ballot and is to be opened only by the City Clerk.

(e) The information-to-voter form to be mailed by the City Clerk to the landowner-voters shall inform them that the official ballots shall be returned to the City Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by 5 o'clock p.m. on the date of the election.

(f) Upon receipt of the return identification envelopes which are returned prior to the voting deadline on the date of the election, the City Clerk shall canvass the votes cast in the election, and shall file a statement with the City Council at its next regular meeting as to the results of such canvass and the election on the proposition set forth in the official ballot.

**PASSED, APPROVED AND ADOPTED** this 1st day of September, 2021.

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Mayor of the City of Corona, California

**ATTEST:**

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City Clerk of the City of Corona, California



**EXHIBIT “A”**

**OFFICIAL BALLOT**

**SPECIAL ELECTION FOR  
COMMUNITY FACILITIES DISTRICT NO. 2016-3  
(MAINTENANCE SERVICES)  
OF THE CITY OF CORONA  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA  
(ANNEXATION NO. 27)**

September 1, 2021

To vote, mark a cross (+) in the voting square after the word “YES” or after the word “NO”. All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Corona and obtain another.

**PROPOSITION A:** Shall special taxes be levied annually on taxable property within the territory proposed to be annexed to Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona, County of Riverside, State of California, (i) to pay the annual costs of maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-way, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use, including, but not limited to, maintenance and lighting of parks, parkways, streets, roads and open space, maintenance and operation of water quality improvements and storm drainage systems, and public street sweeping, within and in the area of the community facilities district, to pay expenses incidental thereto and (ii) to pay costs associated with the determination of the amount of and the levy and collection of the special taxes, at the special tax rates and pursuant to the method of apportioning such

special taxes set forth in Exhibit "B" to Resolution No. 2021-091 adopted by the City Council of the City of Corona on July 21, 2021?

YES	
NO	



**CERTIFICATION**

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly passed and adopted by the City Council of the City of Corona, California, at a regular meeting thereof held on the 1st day of September, 2021, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 1st day of September, 2021.

\_\_\_\_\_  
City Clerk of the City of Corona, California

(SEAL)



## **RESOLUTION NO. 2021-105**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA DECLARING THE RESULTS OF THE SPECIAL ELECTION FOR COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES) OF THE CITY OF CORONA ON THE PROPOSITION OF THE ANNUAL LEVY OF SPECIAL TAXES WITHIN THE TERRITORY PROPOSED TO BE ANNEXED TO SAID COMMUNITY FACILITIES DISTRICT TO PAY THE COSTS OF CERTAIN SERVICES TO BE PROVIDED BY THE COMMUNITY FACILITIES DISTRICT, DETERMINING THAT THE TERRITORY PROPOSED TO BE ANNEXED IS ADDED TO AND PART OF SAID COMMUNITY FACILITIES DISTRICT WITH FULL LEGAL EFFECT (ANNEXATION NO. 27)**

**WHEREAS**, the City Council (the "City Council") of the City of Corona (the "City") has heretofore conducted proceedings for the annexation of approximately 1.29 gross acres and 1.14 net acres of land to Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona, County of Riverside, State of California (the "Community Facilities District"), including conducting a public hearing pursuant to Section 53339.5 of the Government Code; and

**WHEREAS**, at the conclusion of said public hearing, the City Council adopted a resolution calling a special election for September 1, 2021 and submitting to the qualified electors of the territory to be annexed to the Community Facilities District the question of levying special taxes within that territory to pay the costs of the maintenance of public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use, including, but not limited to, maintenance and lighting of parks, parkways, streets, roads and open space, maintenance and operation of water quality improvements and storm drainage systems, and public street sweeping, within the Community Facilities District and in the surrounding area and the costs associated with the determination of the amount of and levy and collection of special taxes which will be levied to provide the services and costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District (the "Election Resolution"); and

**WHEREAS**, the City Council has received a statement from the City Clerk (the "City Clerk"), who, pursuant to the Election Resolution, was authorized to conduct such special election and act as the election official therefor, with respect to the canvass of the ballots returned in and the results of said special election, certifying that at least two-thirds of the votes cast upon the proposition submitted to the qualified electors in said special election were in favor of such proposition.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, AS FOLLOWS:**



**SECTION 1. Findings.** The City Council finds that: (i) there were no registered voters residing within the territory proposed to be annexed to the Community Facilities District (the "Territory") at the time of the close of the public hearing on September 1, 2021, and pursuant to Section 53326 of the Government Code, the vote in said special election was, therefore, to be by the landowner owning land within the Territory, with each landowner having one vote for each acre or portion thereof of land that he or she owns within the Territory; (ii) pursuant to said Section 53326 and the Election Resolution, the City Clerk distributed the official ballot for the special election to HI Corona, LLC, a California Limited Liability Company, the owner of all of the land within the Territory, with return postage prepaid; (iii) said landowner waived the time limits for holding the special election and the election dates specified in said Section 53326, and consented to the calling and holding of said special election on September 1, 2021; (iv) said special election has been properly conducted in accordance with all statutory requirements and the provisions of the Election Resolution; (v) pursuant to said Section 53326, the owner of all of the land within the Territory, who own 1.14 net acres, were entitled to two votes; (vi) said landowner returned their ballots to the City Clerk prior to the time set by the City Clerk for the close of the election on September 1, 2021; (vii) the ballots returned to the City Clerk by said landowner voted all votes of said landowner in favor of the proposition set forth therein; (viii) at least two-thirds of the votes cast in such special election on said proposition were in favor thereof, and pursuant to Sections 53328 and 53329 of the Government Code, said proposition carried; (ix) pursuant to Section 53339.8 of the Government Code, the City Council is authorized to determine that the Territory to be annexed has been added to and become a part of the Community Facilities District with full legal effect; and (x) the City Council is also authorized, pursuant to said Section 53339.8, to annually levy special taxes within the Territory to pay the costs of the services to be provided by the Community Facilities District.

**SECTION 2. Declaration of Results.** All votes voted in the special election on the proposition of the annual levy of special taxes within the Territory to pay the costs of the services to be provided by the Community Facilities District were voted in favor thereof, and such proposition carried.

**SECTION 3. Annexation.** The Territory is annexed and added to and is a part of the Community Facilities District with full legal effect, and the City Council shall annually levy special taxes within the Territory, as specified in Resolution No. 2021-091 adopted by the City Council on September 1, 2021, to pay costs of certain services to be provided by the Community Facilities District. The boundaries of the Territory are shown on the map entitled, Annexation Map No. 27, Community Facilities District No. 2016-3 (Maintenance Services), City of Corona, County of Riverside, State of California, which was recorded on July 28, 2021 in the office of the County Recorder of the County of Riverside as Instrument No. 2021-0450034.

**SECTION 4.** Pursuant to Section 53339.8 of the Government Code and Section 3117.5 of the Streets and Highways Code, the City Clerk shall cause to be filed with the County Recorder of the County of Riverside an amendment of the notice of special tax lien and a map of the amended boundaries of the Community Facilities District including the Territory.



**PASSED, APPROVED AND ADOPTED** this 1st day of September, 2021.

\_\_\_\_\_  
Mayor of the City of Corona, California

**ATTEST:**

\_\_\_\_\_  
City Clerk of the City of Corona, California



**CERTIFICATION**

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly passed and adopted by the City Council of the City of Corona, California, at a regular meeting thereof held on the 1st day of September, 2021 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 1st day of September, 2021.

\_\_\_\_\_  
City Clerk of the City of Corona, California

(SEAL)





Staff Report

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**File #:** 21-0779

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**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 09/01/2021

**TO:** Honorable Mayor and City Council Members

**FROM:** Utilities Department

**SUBJECT:**

Public Hearing and Resolution amending the Electric Energy Rules and Regulations and the Schedule of Use/Service Fees for the provision of Electric Energy to permit Generating Facility Interconnections and Net Energy Metering.

**EXECUTIVE SUMMARY:**

Resolution No. 2021-102 will amend the City's Electric Energy Rules and Regulations and Schedule of User/Service Fees for the provision of Electric Energy to permit generator facility interconnections and net energy metering by updating all pertinent documentation and incorporating all current rules and regulations governing customer-generation systems lending to Net Energy Metering operations.

**RECOMMENDED ACTION:**

**That the City Council:**

- a. Hold a public hearing regarding the updated Electric Energy Schedule of User/Service Fees.
- b. Adopt Resolution No. 2021-102, amending the Electric Energy Rules and Regulations and Schedule of User/Service Fees for the Provision of Electric Energy to permit generator facility interconnections and Net Energy Metering.

**BACKGROUND & HISTORY:**

Net Energy Metering (NEM) is a billing mechanism designed to encourage the installation of renewable generation on the customer-side of the meter. Publicly owned electric utilities (POU) must offer a standard NEM tariff to customers that install renewable generation under one megawatt in capacity and meet other eligibility requirements. These customers are referred to as "eligible customer-generators." Under the NEM tariff, eligible customer-generators must receive a full retail-rate bill credit for power generated by their behind-the-meter system that is fed back into the power grid during times when generation exceeds onsite energy demand. The credit is used to offset the



customers' electricity bills and may be rolled over to subsequent bills for up to a one-year/12-month period. No additional compensation is provided for excess energy produced at the end of the 12-month period by the customer. POU's, such as Corona's Utilities Department, previously the Department of Water and Power, must offer net metering to eligible customers on a first-come-first-served basis until the total combined net-metered generation reaches a maximum cap of five (5) percent of the utility's total customer peak demand. Based on current eligible solar customers, the Electric Utility is at 1.68% of our peak demand.

The NEM program provides added benefits to the Utilities Department's (UD) electric customers, resulting in significant utility bill savings over the lifetime of a customer's system. Additionally, this renewable generation sends excess energy to the grid, assisting the grid's resource capacity during periods of increased energy demand.

Under the NEM Program, eligible customer-generators receive compensation for their "net surplus generation." Net surplus generation is the amount of electricity that an eligible customer-generator produces over a 12-month period exceeding the amount of electricity consumed over the same 12-month period. The amount of compensation that an eligible customer-generator receives will equal the amount of net surplus generation multiplied by the net surplus energy compensation rate adopted by the POU's governing board.

#### **ANALYSIS:**

This Council action considers the adoption of revisions to the existing rules and regulations and the schedule of user/service fees for the City's electric utility's bundled customers (for example, customers that receive both power and distribution service from the UD). UD's bundled customers currently receive electric service according to the rules and rates that the City Council adopted at prior meetings. These rules and rates must be revised from time to time. The proposed revisions to the rules and rates considered in this action are driven by the need to update the City's Solar NEM Program. The current NEM Agreement was established in 2005 with no corresponding Tariff to govern the rates and no rule adopted to govern the NEM process pertaining to the City's Electric Utility. The proposed NEM Agreement, accompanying Tariff, and incorporation of Rule 21, as described below, into the Electric Rules and Regulations will update the City's NEM Agreement with the current regulation governing Net Energy Metering.

In addition to the City's NEM Program requirements, all generating facilities installed on the customer side of the meter must meet certain requirements to ensure that these systems do not negatively impact the safety or reliability of UD's system.

The POU governing board must adopt a net surplus energy compensation rate at a level that provides the customer-generator with just and reasonable compensation for the value of the net surplus generation while leaving other ratepayers unaffected. In setting the net surplus energy compensation rate, the POU governing board must determine if the compensation will include both the value of the electricity itself and the value of the renewable attributes of the electricity. UD staff has prepared a new NEM Tariff and a template Interconnection and Net Metering Agreement that implement and incorporate these NEM Program requirements and interconnection requirements. The



new NEM Tariff will be added to the Schedule of User/Service Fees for the Provision of Electric Energy. The NEM Tariff adopts a net surplus energy compensation rate equal to the net surplus energy compensation rate published by Southern California Edison (SCE). SCE's compensation rate follows industry best practices and provides the customer-generator with just and reasonable compensation for the value of the net surplus generation; this includes the renewable attributes of the electricity and is based on UD's avoided cost of energy. Because this rate is based on UD's avoided cost to procure additional power, other ratepayers will be indifferent to any compensation paid to eligible customer-generators. The net surplus energy compensation rate will vary monthly and be posted to the UD website where customers will be able to access their current and historic net surplus energy compensation rates.

UD staff have also prepared the addition of Rule 21, which will be added to the Electric Energy Rules and Regulations and specifies the interconnection requirements for generating facilities installed on the customer side of the meter. This new rule will clarify and streamline the interconnection process for customers seeking to participate in the NEM program.

The City's special electric legal counsel, Braun Blasing Smith Wynne, P.C., has reviewed the attached resolution and corresponding documents and has determined that they are legally acceptable and has approved them as to form.

#### **FINANCIAL IMPACT:**

Any fiscal impact is anticipated to be minimal as the City does not allow for the design and construction of a system greater than the applicant's consumption habits.

#### **ENVIRONMENTAL ANALYSIS:**

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action establishes rules for the connection of eligible customer-generator facilities to DWP's distribution system and approves a net energy compensation rate to be used to compensate eligible customer-generators for net surplus energy generated by that customer. This action does not approve or authorize any construction activity or any disturbance of an environmental resource. There is no possibility that adopting the proposed Resolution will have a significant effect on the environment. Therefore, the City Council finds that no further environmental review is required pursuant to CEQA and the State CEQA Guidelines.

**PREPARED BY:** CURTIS SHOWALTER, ADMINISTRATIVE SERVICES MANAGER IV

**REVIEWED BY:** TOM MOODY, GENERAL MANAGER

#### **Attachments:**



1. Exhibit 1 - Resolution No. 2021-102



## **RESOLUTION NO. 2021-102**

### **RESOLUTION OF THE CITY OF CORONA, CALIFORNIA, AMENDING THE ELECTRIC ENERGY RULES AND REGULATIONS AND SCHEDULE OF USER/SERVICE FEES FOR THE PROVISION OF ELECTRIC ENERGY TO PERMIT GENERATING FACILITY INTERCONNECTIONS AND NET ENERGY METERING**

**WHEREAS**, the City of Corona is authorized under various provisions of the California Constitution and the general laws of California (including, specifically, Article XI, Section 9(a) of the California Constitution, Public Utilities Code Section 10004, and Government Code section 39732(a)) to establish, purchase, and operate a public utility to furnish its inhabitants with, among other things, electricity; and

**WHEREAS**, the City of Corona (“City”) operates a municipal electric utility by and through its Utilities Department (UD), previously the Department of Water and Power; and

**WHEREAS**, on January 13, 2004, the City Council adopted Ordinance No. 2692 establishing the Electric Energy Rules and Regulations (Exhibit “A” of Ordinance No. 2692) (“Rules & Regulations”) and the Schedule of User/Service Fees for the Provision of Electric Energy (Exhibit “B” of Ordinance No. 2692) (“Fee Schedule”); and

**WHEREAS**, the Rules & Regulations and the Fee Schedule adopted by Ordinance No. 2692 have been amended several times, most recently on December 20, 2006 pursuant to Resolution No. 2006-161; and

**WHEREAS**, as a municipal electric utility, the City is generally subject to the legislative and regulatory requirements applicable to local publicly owned electric utilities (“POUs”), as defined in California Public Utilities Code § 224.3; and

**WHEREAS**, California Public Utilities Code § 2827 requires POUs to offer a standard tariff for net energy metering to eligible customer-generators, upon request, on a first-come-first-served basis until the total rated generating capacity used by eligible customer-generators exceeds five percent of the POU's aggregate customer peak demand; and

**WHEREAS**, California Public Utilities Code § 2827(a)(4)(A) defines an “eligible customer generator” as a residential, small commercial, commercial, industrial, or agricultural customer who uses a renewable electrical generation facility, with a total capacity of not more than one megawatt, that is located on the customer's owned, leased, or rented premises, and is interconnected and operates in parallel with the electrical grid, and is intended primarily to offset part or all of the customer's own electrical requirements; and



**WHEREAS**, if an eligible customer generator produces more electricity than it consumes over a twelve-month period, then the amount of generation that exceeds its consumption is considered “net surplus energy;” and

**WHEREAS**, California Public Utilities Code § 2827(h)(5)(A) directs each POU governing board to establish a net surplus energy compensation rate at a level that will provide the eligible customer generator just and reasonable compensation for the value of its net surplus energy, while leaving other ratepayers unaffected; and

**WHEREAS**, an eligible customer generator may be entitled to compensation for any net surplus energy at an amount equal to the kilowatt hours of net surplus energy multiplied by the POU’s net surplus energy compensation rate; and

**WHEREAS**, in order to implement the requirements of California Public Utilities Code § 2827, it is necessary for the City to establish, as part of a public proceeding, the net surplus energy compensation rate; and

**WHEREAS**, by way of this Resolution, as expressly allowed by Section 5 of Ordinance No. 2692, the City Council now desires to: (1) amend the Rules & Regulations to add Rule 21 – Generating Facility Interconnections, which describe the requirements for connecting the eligible customer generator’s facilities to UD’s distribution system; and (2) amend the Fee Schedule to adopt Schedule NEM (Net Energy Metering), which sets forth the City’s net surplus energy compensation rate to be paid to eligible customer generators as compensation for net surplus energy; and

**WHEREAS**, the City Council also desires to adopt a template “Interconnection and Net Metering Agreement” to be executed by eligible customer-generators; and

**WHEREAS**, on September 1, 2021, the City Council held a duly noticed public hearing at which all persons wishing to testify in connection with this Resolution were given the opportunity to appear and present evidence and testimony concerning any matter relating to this Resolution and the proposed amendments to the Rules & Regulations and the Fee Schedule.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, AS FOLLOWS:**

**SECTION 1. Rules and Regulations.** The “City of Corona, Utilities Department, Electric Energy Rules and Regulations for the Electric Utilities Department,” as originally adopted by Ordinance No. 2692 and subsequently amended by Resolution Nos. 2004-181, 2005-050, 2006-10, 2006-48 and 2006-161, is hereby amended in its entirety to read as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

**SECTION 2. Fee Schedule.** The “City of Corona, Utilities Department, Schedule of User/Service Fees for the Provision of Electric Energy,” as originally adopted by Ordinance No. 2692 and subsequently amended by Resolution Nos. 2004-181, 2005-050, 2006-10, 2006-48 and



2006-161, is hereby amended in its entirety to read as set forth in Exhibit “B” attached hereto and incorporated herein by reference.

**SECTION 3. Interconnection Agreement.** The template “Interconnection and Net Metering Agreement,” attached hereto as Exhibit “C” and incorporated herein by reference, is hereby adopted for purposes of connecting an eligible customer generator’s facilities to UD’s distribution system.

**SECTION 4. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED AND ADOPTED** this 1st day of September, 2021.

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Mayor of the City of Corona, California

**ATTEST:**

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City Clerk of the City of Corona, California



**CERTIFICATION**

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly passed and adopted by the City Council of the City of Corona, California, at a regular meeting thereof held on the 1st day of September, 2021 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 1st day of September, 2021.

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City Clerk of the City of Corona, California

[SEAL]



**EXHIBIT "A"**

**CITY OF CORONA DEPARTMENT OF WATER AND POWER ELECTRIC ENERGY  
RULES AND REGULATIONS FOR THE ELECTRIC UTILITIES DEPARTMENT**

[SEE ATTACHED ONE HUNDRED-FOURTEEN (114) PAGES]



EXHIBIT “A”

CITY OF CORONA  
DEPARTMENT OF WATER AND POWER  
ELECTRIC ENERGY RULES AND REGULATIONS  
FOR THE ELECTRIC UTILITIES DEPARTMENT

Adopted February 4, 2004  
By Ordinance No. 2692  
Amended October 20, 2004  
By Resolution No. 2004-181  
Amended May 18, 2005  
By Resolution No. 2005-050  
Amended February 1, 2006  
By Resolution No. 2006-10  
Amended April 19, 2006  
By Resolution No. 2006-48  
Amended December 20, 2006  
By Resolution No. 2006-161  
Amended September 01, 2021  
By Resolution No. 2021-102



## **Rule 1**

### **Definitions**

For the purpose of these rules and rate schedules, the terms and expressions listed below shall have the meanings set forth as follows:

**Agricultural Power Service:** Agricultural power service is that portion of electric energy and service used by a person in connection with the production, harvesting, and preparation for market of agricultural and horticultural products, including poultry and livestock, on land owned and/or operated by such person for the production of agricultural products, but does not apply to processing of products raised by others.

**Applicant:** A person or agency requesting the Utility to supply electric service and who will be responsible for all related charges.

**Application:** A written request to the Utility for electric service as distinguished from an inquiry as to the availability or charges for such service.

**Billing Demand:** The load or demand used for computing charges under Rate Schedules based on the size of the Customer's load or demand. It may be the connected load, the measured maximum demand, or a modification of either as provided for by the applicable Rate Schedule.

**Billing Period:** The time interval between two consecutive Meter readings that are taken for billing purposes.

**City:** Corona, California. The City is responsible for the management and operation of the Utility on behalf of the residents and businesses of the City of Corona.

**City Council:** City Council of the City of Corona, California.

**Class of Service:** Different classes of electric utility service are: General Lighting, Multiple-Phase Lighting, Combination Lighting and Power, Emergency Lighting, Single-Phase Power, Polyphase Power, Welding, X-ray, Fire Pump, Fire Alarm, and Stand-by Power (permitted only where stand-by and normal circuit conductors are in separate raceways and enclosures).

**Commercial Developments:** Consist of two (2) or more enterprises engaged in trade or the furnishing of services; e.g., shopping centers, sales enterprises, business offices, professional offices, and educational or governmental complexes.

**Completed Application:** An Application that satisfies all of the information and other requirements of the Tariff Schedules, including any required deposits.



**Connected Load:** The sum of the rated capacities of all of the Customer's equipment that can be connected to the Utility's lines at one time, as more fully described in the applicable Rate Schedules.

**Customer:** The person in whose name service is rendered as evidenced by the signature on the Application, contract, or agreement for that service or, in the absence of a signed instrument, by the receipt and payment of bills or Summary Bills regularly issued in his or her name regardless of the identity of the actual user of the service. A Customer may also be a party with whom the Utility is doing business with or without a billing relationship.

**Customer's Mailing Address:** The address specified in a Customer's Application or contract, or any other address subsequently given to the Utility by the Customer, to which any notice, bill or other communication is to be Mailed.

**Date of Presentation:** The date upon which a bill or notice is Mailed, or delivered by the Utility, to the Customer.

**Distribution Line Extension:** New distribution facilities of the Utility that is a continuation of, or branch from, the nearest available existing permanent Distribution Line (including any facility rearrangements and relocations necessary to accommodate the Distribution Line Extension) to the point of connection of the last service. The Utility's Distribution Line Extension includes transmission underbuilds and converting an existing single-phase line to three-phase in order to furnish three-phase service to an Applicant, but excludes service transformers, Meters and services.

**Distribution Lines:** Overhead and underground facilities which are operated at distribution voltages, and which are designed to supply two (2) or more services.

**Distribution System:** Those distribution facilities owned, controlled, and operated by the Utility that are used to provide distribution service under the tariffs.

**Domestic Service:** Service for residential use at dwelling premises. Any service for other than residential use at a dwelling premises may be served through the domestic service Meter only where such non-domestic connected load does not exceed 300 watts for lighting or 2 hp for power.

**Domestic Farm Services:** Single-phase service for light or power will be considered domestic farm service provided:

1. The service is furnished through the farm operator's domestic Meter;
2. The service is used only for farming operations, in addition to domestic purposes, on the farm furnished the service;



3. Monthly billing: The total use on the domestic farm service Meter does not exceed 2,500 kilowatt-hours per month in each of three consecutive months or a total of 20,000 kilowatt-hours in any twelve consecutive months;
4. Bimonthly billing: The total use through the domestic farm service Meter does not exceed 10,000 kilowatt-hours in any two consecutive bimonthly periods or a total of 20,000 kilowatt-hours in any twelve consecutive months.

**Domestic Heat Pump Customer:** A Domestic Heat Pump Customer is one who has installed a central heat pump unit of not less than 3 hp (nameplate rating), which is used exclusively to heat and cool the domestic dwelling.

**Electric Supply:** Electric energy or power.

**Electronic Transfer:** Paperless exchange of data and/or funds, usually involving computer and telecommunication technology.

**Energy Diversion:** Electricity being received by a Customer without registering through a meter due to either tampering with the meter or bypassing the meter.

**General Manager:** General Manager of the Department of Water and Power of the City (Utilities Department) or a designee.

**General Service:** Service to any lighting or power installation except those eligible for service on single-family or multifamily domestic, street lighting, outdoor area lighting, municipal, or stand-by schedules.

**Heating Service:** Service to any apparatus employing the resistance of conductors to transform electric energy into heat.

**Hourly Metering:** See Interval Metering.

**HP:** Horsepower

**Independent System Operator (ISO):** The California Independent System Operator Corporation, a nonprofit corporation that controls the transmission facilities of all participating transmission owners and dispatches certain generating units and loads. The ISO is responsible for the operation and control of the statewide transmission grid.

**Industrial Developments:** Consist of two (2) or more enterprises engaged in a process which creates a product or changes materials into another form or product.

**Intermittent Service:** Service which, in the opinion of the Utility, is subject to discontinuance for a time or at intervals.



**Interval Metering:** A metering device capable of recording minimum data required. Minimum data requirements may include 15-minute demand data required to bill the Utility's tariffs.

**kW:** Kilowatt.

**kWh:** Kilowatt hour.

**Lighting Service:** Service to any apparatus transforming electric energy into light for all visual purposes except those specified under Power Service.

**Line Extension:** All facilities, including transformer, Service Connection and Meter, required to extend electric service from the Utility's existing permanent facilities to the Point of Delivery to the Customer.

**Mailed:** Any notice or other communication will be considered "Mailed" when sent by electronic transfer or when it is enclosed in a sealed envelope, properly addressed, and deposited in any United States Post Office box, postage prepaid.

**Maximum Demand:** The average kilowatts during the specified time interval when the Customer's use is greatest in the billing period as indicated or recorded by the Utility's Meter.

**Meter:** The instrument used for measuring the electricity delivered to the Customer.

**Meter Facilities:** The necessary meter, instrument transformers, test facilities, data communication equipment, and other associated metering equipment.

**Mobile Home:** A Mobile Home is a structure designed for human habitation and for being moved on a street or highway under permit pursuant to the California Vehicle Code. Mobile Home also includes a manufactured home as defined in the California Health and Safety Code, but does not include a Recreational Vehicle as defined herein or a commercial coach as defined in the California Health and Safety Code.

**Mobile Home Park:** A Mobile Home Park is an area of land where two or more Mobile Home sites are rented, and held out for rent, to accommodate Mobile Homes used for human habitation. A Mobile Home Park is not a Recreational Vehicle Park.

**Multifamily Accommodation:** An apartment building, duplex, Mobile Home Park, or any other group of permanent residential single-family dwellings located upon a single premises, providing the residential dwellings therein meet the requirements for a single-family accommodation. A multifamily accommodation does not include hotels, motels, residential hotels, guest or resort ranches, tourist camps, Recreational Vehicle Parks, campgrounds, halfway houses, rooming houses, boarding houses, institutions, dormitories, rest or nursing homes, military barracks, or any enterprise that includes or rents to either transient tenants or transient accommodations.



**Multiple Occupancy Building:** A building of multiple occupancy provided with continuous outer wall construction including, but not limited to, apartments, condominiums, townhouses and commercial buildings.

**Municipal Service:** Utility services supplied to City of Corona departments.

**Nominal Voltage:** The Nominal Voltage of a circuit is the approximate voltage between conductors in a circuit or system of a given class, assigned for the purpose of convenient designation. For any specific Nominal Voltage, the operating voltage actually existing at various points and at various times on the system is subject to normal distribution variation.

**Otherwise Applicable Tariff (OAT):** The Customer's regularly filed Rate Schedule under which service is rendered.

**Paid or Payment:** Funds received by Utility through postal service, Utility payment office, Utility authorized agent, or deposited in Utility account for Electronic Transfer.

**Permanent Service:** Service which, in the opinion of the Utility, is of a permanent and established character. This may be continuous, intermittent, or seasonal in nature.

**Person:** Any individual, partnership, corporation, public agency, or other organization operating as a single entity.

**Point of Delivery:** The point where conductors of the Utility are connected to the conductors of the Customer, regardless of the location of the Utility's Meters or transformers. Utility conductors may be owned, leased, or under license by the Utility, and the conductors of the Customer may be owned, leased, or under license by the Customer.

**Power Factor:** The ratio of the revenue producing current in a circuit to the total current in that circuit. In terms of power quantities, power factor is the ratio of kW (real power) to the total kVA (total power).

**Power Service:** Service to apparatus or equipment used for purposes other than lighting shall be considered as Power Service. Lamps or lights used for purposes which, in the opinion of the Utility, are not general illumination purposes are classed as Power Service, such as the following: motion picture projection, motion picture and television production, production of chemical reactions, sterilizing, drying, radiant heating, therapeutic, photographic processing, production of stimulating the growth or yield of agricultural products, pilot or indicating lights on power control equipment, and lighting used as an aid in the operation of a motor-driven production machine for the purpose of checking tool settings or dial readings, measuring or inspecting the product while on the machine, when the lamps are installed as an integral part of the machine and energized from its power supply.

**Premises:** All of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, except in the case of industrial, agricultural, oil field, resort enterprises,



and public or quasi-public institutions, by a dedicated street, highway, or other public thoroughfare, or a railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the premises served.

**Property:** A parcel of real property of record as shown in the County Assessor's maps on file in the Planning Department of the City of Corona.

**Pull Box:** An enclosure for joining conductors which also provides by its size, arrangement, and location the necessary facilities for pulling the conductors into place. This term as used here includes structures also known as "manhole," "hand hold," and "switch board pull section".

**Qualified Contractor/Subcontractor (QC/S):** An Applicant's contractor or subcontractor who:

1. Is licensed in California for the appropriate type of work such as, but not limited to, electrical and general;
2. Employs workmen properly certified for specific required skills such as, but not limited to, plastic fusion and welding. Electric workmen shall be properly qualified (qualified Electrical Worker, Qualified Person, etc.) as defined in State of California High Voltage Safety Orders (Title 8, Subchapter 5, Group 2);
3. Complies with applicable laws such as, but not limited to, Equal Opportunity regulations, OSHA and EPA.

**Qualified Customer:** As determined by the Utility, those Customers having met the criteria and supplied the facilities for electric service under the Utility's Tariff Schedules and/or having special skills and equipment necessary to participate with the Utility in business services.

**Qualifying Recreational Vehicle (RV) Unit:** A RV Unit that is used as a permanent single-family residence at the same location in any RV Park or on a single premises for at least nine months out of the year; is not used for recreational purposes; and is not removed from its space or location on a regular basis.

**Quasi-public Institutions:** Public utilities, educational institutions, and hospitals, whether publicly or privately owned, where the property, campus or hospital grounds extend over relatively large areas through which public streets may run.

**Rate Area:** A specified area within which a Rate Schedule or Schedules apply.

**Rate Charges:** Charges in the Rate Schedules may include the following:

**Customer Charge:** That portion of the charge for service which is a fixed amount without regard to Connected Load, demand, or energy consumption in accordance with the Rate Schedule.



**Demand Charge:** That portion of the charge for service which varies with the Billing Demand in accordance with the Rate Schedule.

**Energy Charge:** That portion of the charge for service which varies with the quantity of energy consumed in accordance with the Rate Schedule.

**Minimum Charge:** The least amount for which service will be rendered in accordance with the Rate Schedule.

**Service Charge:** That portion of the charge for service which is a fixed amount based on Connected Load in accordance with the Rate Schedule.

**Standby Charge:** That portion of the charge for Standby Service which is a fixed amount based on the maximum load the Utility stands ready to supply in accordance with the Rate Schedule.

**Rate Schedule:** May be one or more tariff pages setting forth the charges and conditions for a particular class or type of service at a given location. A Rate Schedule, as referred to herein, shall include all the wording on the applicable tariff page or pages, such as, but not limited to, the following: Schedule Number, Class of Service, Character or Applicability, Territory, Rates, Conditions, and reference to Rules.

**Recreational Vehicle:** A Recreational Vehicle (RV), as defined in the California Health and Safety Code, is a motor home, slide-in camper, park trailer or camping trailer, with or without motive power, designed for human habitation for recreational or emergency occupancy.

**Recreational Vehicle Park:** A Recreational Vehicle (RV) Park is an area or tract of land or a separate designated section within a Mobile Home Park where one or more lots are occupied by owners or users of recreational vehicles as defined herein.

**Residential Hotel:** A hotel establishment which leases Residential Units as permanent primary residences and at least 50% of its total Residential Units released for a minimum period of one month and each of said leased units is occupied for at least nine months of the year. Residential Hotels do not include establishments such as guest or resort hotels; resort motels or resort ranches; tourist camps; Recreational Vehicle Parks; trailer parks; halfway houses, rooming houses; boarding houses; dormitories; clubhouses; rest homes; convalescent homes; retirement homes; military barracks; or a house, apartment, or any other residential dwelling unit used by a single family, an organization, or a group of persons.

**Residential Unit:** A residential dwelling unit consisting of a room or group of rooms which do not qualify as single-family dwellings. Residential units may be used as permanent primary dwellings, as transient tenant accommodations, and by organizations or groups of persons. When such unit is used by a transient tenant, an organization, or a group of persons, use shall be non-domestic service.



**Retailer:** Any entity, whether it is a non-utility generator, aggregator, broker, or marketer, which offers electric power service to end-use Customers.

**Rules:** Tariff pages which set forth the application of all rates, charges and service when such applicability is not set forth in and as a part of the Rate Schedules.

**Service Wires or Connection:** The group of conductors, whether overhead or underground, necessary to connect the service entrance conductors of the Customer to the Utility's supply line, regardless of the location of the Utility's Meters or transformers. An overhead service connection, sometimes referred to as a "service drop," is the group of conductors between the Customer's building or other permanent support and the Utility's adjacent pole.

**Service Extension:** Consists of the service wires or connections as above defined.

**Single Enterprise:** A separate business or other individual activity carried on by a Customer. The term does not apply to associations or combinations of Customers.

**Single-Family Dwelling or Accommodation:** A house, apartment, flat, or any other residential unit which contains cooking facilities (not necessarily electric) and which is used as a residence by a single family.

**Small Customer/Applicant:** Applicants for service and Customers served under Domestic Rate Schedules and Schedules GS-1, LS-3, and TC-1.

**Small Commercial Customer:** Customer served under Schedule GS-1.

**Standby Service:** Service supplied to Customers who normally obtain their power requirements from sources other than the Utility. Under this service, the Utility provides a permanent Service Connection to supply the Customer's contracted load in accordance with the provisions of the standby schedule.

**Street Lighting Service:** Service to any lighting apparatus used primarily for the illumination of streets, alleys, highways, or other public ways.

**Summary Bill:** A Customer account statement that includes charges for multiple service accounts.

**Swimming Pool:** A permanently installed Swimming Pool, above or below ground, with permanently installed pump, motor, filtering equipment and automatic timer to control the operation of the pumping equipment. The pump motor must be rated at a minimum of 3/4 hp.

**Tariff Page:** An individual page of the Tariff Schedules.

**Tariff Schedules:** The entire body of effective rates, rentals, charges, and Rules collectively of the Utility, as set forth herein, and including title page, preliminary statement, Rate Schedules, lists of contracts and deviations, Rules and sample forms.



**Tariff Sheet:** An individual sheet of the Tariff Schedules.

**Temporary Service:** Service for enterprises or activities which are temporary in character or where it is known in advance that service will be of limited duration. Service, which in the opinion of the Utility, is for operations of a speculative character or the permanency of which has not been established, also is considered Temporary Service.

**Tract or Subdivision:** An area for family dwellings which may be identified by filed subdivision plans or as an area in which a group of dwellings may be constructed about the same time, either by a large scale builder or by several builders working on a coordinated basis.

**Utility:** Department of Water and Power of the City of Corona.

**Utility Operating Convenience:** The term refers to the utilization, under certain circumstances, or facilities or practices not ordinarily employed which contributes to the overall efficiency of Utility operations; it does not refer to Customer convenience nor to the use of facilities or adoption of practices required to comply with applicable laws, ordinances, rules or regulations, or similar requirements of public authorities.

**Violence:** Types of Violence are to include, but are not limited to death or injury with a weapon, inflicting bodily harm, allowing animals to attack, physically detaining an employee against his/her will, and/or tearing employee's clothing.

**Water Suppliers:** Establishments primarily engaged in distributing water for sale for domestic, commercial, and industrial use.

**X-ray Service:** Service to any apparatus transforming electric energy into radiation similar to light but having wavelengths from .0006 to 2 angstroms.

**Zone:** Zones are defined by zip code for purposes of establishing discretionary service fees.



## **Rule 2**

### **Description of Electric Service**

**A. General.**

1. The character of electric service available at any particular location should be ascertained by inquiry at the Utility's office.
2. The Rate Schedules included herein are applicable to both electric service and Utility services provided beyond the Utility's Point of Delivery.
3. The Rate Schedules included herein are applicable for service where the Customer purchases its entire electrical requirements from the Utility, except where such schedules specifically provide otherwise, and are not applicable where a part of the Customer's electrical requirements are supplied from some other source.
4. The Rate Schedules included herein are applicable for service provided from overhead distribution facilities (or where underground distribution facilities are provided for the Utility's operating convenience) except where schedules specifically provide otherwise.
5. Alternating current service of approximately 60-cycle frequency will be supplied.
6. Voltages referred to in the Tariff Schedules are nominal voltages.
7. Service will be supplied at one standard voltage for each class of service. Each service shall have a service main disconnecting device with an ampere rating equal to or less than the ampere rating of the underground pull section and the service conductors. The total ampere rating of the service main disconnecting devices including taps to underground pull section shall be equal or less than the ampere rating of the service conductors.

**B. Phase and Voltage Specifications.**

1. Customer Service Voltages.
  - a. Under all normal load conditions, distribution circuits will be operated so as to maintain secondary service voltage levels to Customers within the voltage range specified below:



Nominal Two-Wire and Multi-Wire Service Voltage	Minimum Voltage to All Services	Maximum Service Voltage on Residential and Commercial Distribution Circuits	Maximum Service Voltage on Agricultural and Industrial Distribution Circuits
120	114	120	126
208	197	208	218
240	228	240	252
277	263	277	291
480	456	480	504

b. Exceptions to Voltage Limits. Voltage may be outside the limits specified when the variations:

- (1) Arise from the temporary action of the elements.
- (2) Are infrequent momentary fluctuations of a short duration.
- (3) Arise from service interruptions.
- (4) Arise from temporary separation of parts of the system from the main system.
- (5) Are from causes beyond the control of the Utility.

## 2. Customer Utilization Voltages.

a. All Customer-owned utilization equipment must be designed and rated in accordance with the following utilization voltages specified by the American National Standard C84.1 if Customer equipment is to give fully satisfactory performance.

Nominal Utilization Voltage	Minimum Utilization Voltage	Maximum Utilization Voltage
120	110	125
208	191	216
240	220	250
277	254	289
480	440	500

b. The difference between service and utilization voltages are allowances for voltage drop in Customer wiring. The maximum allowance is 4 volts (120 volt base) for secondary service.



- c. Minimum utilization voltages from American National Standard C84.1 shown for Customer information by the Utility has no control over voltage drop in Customer's wiring.
- d. The minimum utilization voltages shown in a. above, apply for circuits supplying lighting loads. The minimum secondary utilization voltages specified by American National Standard C84.1 for circuits not supplying lighting loads by 90 percent of nominal voltages (180 volts on 120 volt base) for normal service.
- e. Motor used on 208 volt systems should be rated 200 volts or (for small single-phase motors) 115 volts. Motors rated 230 volts will not perform satisfactorily on these systems and should not be used. Motors rated 220 volts are no longer standard, but many of them were installed on existing 208 volt systems on the assumption that the utilization voltage would not be less than 187 volts (90 percent of 208 volts).

### 3. Single-phase Service.

#### a. General.

Voltage	Minimum Load Required	Maximum Load Allowed
120 volts	None	1-15 amp and 1-20 amp branch circuit
120/240 or 240 volts	None	400 amp main switch
240/480 volts	15kVA	200 amp main switch
2,400 volts or over	Varies with location	40 amp main switch

- b. The maximum size 120 volt single-phase motor allowed is 1 hp and the maximum size 240 volt, or higher voltage, single-phase motor allowed is 10 hp.
- c. Where three-phase service is supplied from a four-wire wye-connected 120/208 volt service, the maximum demand allowed is 1,000 kVA.
- d. Service to all loads of 1,000 kVA maximum demand, or over, must be approved by the Utility as to adequacy of facilities for service.
- e. Loads on three-phase service must be balanced between phases in accordance with good engineering practice.
- f. Three-phase service may be supplied to installations having a proposed main service switch in excess of the switch capacities specified above



provided approval of the Utility has first been obtained as to the number and size of switches, circuits and related facilities. Such service will be supplied from two or three separate service connections at one location. Energy supplied in this manner will be totaled for billing purposes. The loads will be balanced as closely as practicable between the services.

4. Combined Single-phase Service and Three-phase Service.
  - a. Service may be supplied at 120/208 four-wire wye-connected where the Utility does not maintain four-wire secondary poly-phase mains provided: (1) written application is made for such service by the Customer; (2) the Customer's load is of such a size as to require an individual transformer installation of not less than 15kVA of transformer capacity; and (3) a Customer provides space acceptable to the Utility on this premises to accommodate the installation of the Utility's facilities when, in the opinion of the Utility, such space is considered necessary.
  - b. Service may be supplied at 120/240 volts four-wire delta-connected where the Utility does not maintain four-wire secondary polyphase mains provided: (1) written application is made for such service by the Customer; (2) the Customer's load is of such a size as to require an individual transformer installation of not less than 15kVA of transformer capacity; (3) the unbalance between phases is less than 100 kW; and (4) the Customer provides space acceptable to the Utility on his premises to accommodate the installation of the Utility's facilities when, in the opinion of the Utility, such space is considered necessary.
  - c. The maximum demand allowances for combined single-phase and three-phase are as set forth in B.3 above.
5. At the option of the Utility, the above voltage and phase specifications may be modified because of the service conditions at the location involved.

C. Motor Protection and Equipment.

Customer's motor equipment must conform to the following requirements:

1. Motors that cannot be safely subjected to full rated voltage on starting or that drive machinery of such a nature that the machinery, itself, or the product it handles will not permit the motor to resume normal speed upon restoration of normal supply voltage shall be equipped with devices that will disconnect them from the line upon failure of supply voltage and that will prevent the automatic reconnection of the motors upon restoration of normal supply voltage.



2. All motors of 1 hp or larger shall be equipped with thermal relays, fuses, or other automatic overcurrent interrupting devices to disconnect completely such motors from the line as a protection against damage due to overheating.
3. Three-phase motors driving elevators, hoists, tramways, cranes, conveyers, or other equipment, which would create hazard to life in the event of uncontrolled reversal of motor rotation, shall be provided with reverse-phase and open-phase protection to disconnect completely the motors from the line in the event of phase reversal or loss of one phase.
4. Wind machines thermostatically controlled with automatic reclosing switches must be equipped with suitable time-delay devices, as hereinafter specified, at the Customer's expense, to permit the required adjustment of the time of re-closure after interruption of service.

A suitable time-delay device, within the meaning of this rule, is a relay or other type of equipment that can be preset to delay with various time intervals the re-closing of the automatic switches (and the consequent starting up of the electric motors on the wind machines) and to stagger the reconnection of the load on the Utility's system, and such device must be constructed so as effectively to permit a variable overall time interval of not less than five minutes with adjustable time increments of not greater than ten seconds. The particular setting to be utilized for each separate installation is to be determined by the Utility from time to time in accordance with its operating requirements, and the Customer is to obtain from the Utility the setting for each installation as thus determined.

D. Allowable Motor Starting Currents.

1. The starting current drawn from the Utility's lines shall be considered the nameplate locked rotor current or that guaranteed by the manufacturer. At its option the Utility may determine the starting current by test, using a stop ammeter with not more than 15% overswing or an oscillograph, disregarding the value shown for the first 10 cycles subsequent to energizing the motor.

If the starting current for a single motor exceeds the value stated in the following tables, reduced voltage starting or other suitable means must be employed at the Customer's expense, to limit the current to the value specified, except where specified exemptions are provided in Section D.2, 3 and 4.



TABLE 1  
Alternating Current – Single-phase Motors  
Allowable Locked Rotor Currents

Standard nominal voltages of the Utility are as follows:

Rated Size	120 Volts	240 Volts
1 hp and less	50 amperes	36 amperes
1 ½ hp		48 amperes
2 hp		60 amperes
3 hp		80 amperes
5 hp		120 amperes
7 ½ hp		170 amperes
10 hp		220 amperes

TABLE 2  
Alternating Current – Three-phase Motors  
Allowable Locked Rotor Currents

Rated Size	120 Volts	480 Volts	2,400 Volts
3 hp	64 amperes	32 amperes	
5 hp	92 amperes	46 amperes	
7 ½ hp	127 amperes	63 amperes	
10 hp	162 amperes	81 amperes	
15 hp	232 amperes	116 amperes	
20 hp	290 amperes	145 amperes	
25 hp	365 amperes	183 amperes	
30 hp	435 amperes	218 amperes	
40 hp	580 amperes	290 amperes	
50 hp	725 amperes	363 amperes	70 amperes
60 hp		435 amperes	87 amperes
75 hp		535 amperes	107 amperes
100 hp		725 amperes	142 amperes

Over 100 hp – the Utility should be consulted for allowable locked rotor currents.

- Where service conditions permit, subject to the Utility's approval, reduced-voltage starters may be omitted in the original installation until such time as the Utility may order the installation of a reduced-voltage starter to be made, and, similarly, the Utility may at any time require starting current values lower than set forth herein where conditions at any point on its system require such reduction to avoid interference with service.



3. Reduced-voltage starters may be omitted on any motor of a group installation provided that its starting current does not exceed the allowable starting current of the largest motor of the group.
4. A reduced-voltage starter may be omitted on any motor in a group installation provided that its starting current does not exceed three (3) times the maximum demand in amperes of the entire installation.

E. Interference with Service.

1. Customers who operate equipment which causes detrimental voltage fluctuations (such as, but limited to, hoists, welders, radio transmitters, X-ray apparatus, elevator motors, compressors, and furnaces) must reasonably limit such fluctuations upon request by the Utility. The Customer will be required to pay for whatever corrective measures are necessary.
2. Prior to the installation of any new arc furnace or design modification of an existing furnace, the Customer shall provide basic design information for the installation to aid the Utility in determining a method of service and the allowable level of load fluctuations.
3. Any Customer who superimposes a current of any frequency upon any part of his electrical system, other than the current supplied by the Utility shall, at his expense, prevent the transmission of such current beyond his electrical system.

F. Power Factor.

The Utility may require the Customer to provide, at his own expense, equipment to increase the operating power factor of each complete unit of neon, fluorescent, or other gaseous tube lighting equipment to not less than 90%, lagging or leading.

G. Wave Form.

The Utility may require that the wave form of current drawn by equipment of any kind be in conformity with good engineering practice.

H. Welder Service.

1. Rating of Welders. Electric welders will be rated for billing purposes as follows:



- a. Generator Arc Welders. The horsepower rating of the motor driving a motor generator type arc welder will be taken as the horsepower rating of the welder.
- b. Transformer Arc Welders. Nameplate maximum kVA input (at rated output amperes) will be taken as the rating of transformer type arc welders.
- c. Resistance Welders. Resistance welder ratings will be determined by multiplying the welder transformer nameplate rating (at 50% duty cycle) by the appropriate factor listed below:

		Factor	
Type of Welder	Transformer Nameplate Rating @ 50% Duty Cycle	Utility-Owned Distribution Transformer	Customer-Owned Distribution Transformer
Rocker Arm, Press or Projection Spot	20 kVA or less	.60	.50
Rocker Arm or Press Spot	Over 20 kVA, incl.		
Projection Spot	21 to 75 kVA, incl.	.80	.60
Flash or Butt	100 kVa or over		
Seam or Portable Gun	All sizes		
Flash or Butt	67 to 100 kVA, incl.	*	
Project Spot	Over 75kVA		
Flash or Butt	66 kVA or less	1.20	.90

\* Each flash or butt welder in this group will be rated at 80 kVA where the distribution transformer is owned by the Utility or 60 kVA where the distribution transformer is owned by the Customer.

- d. Ratings prescribed by a., b., and c., above normally will be determined from nameplate data or from data supplied by the manufacturer. If such data are not available or are believed by either the Utility or Customer to be unreliable, the rating will be determined by test.
- e. If established by seals approved by the Utility, the welder rating may be limited by the sealing of taps which provide capacity greater than the selected tap and/or by the interlocking lockout of one or more welders with other welders.
- f. When conversion of units is required for tariff application, one welder kVA will be taken as one horsepower for tariffs stated on a horsepower



basis and one welder kVA will be taken as one kilowatt for tariffs stated on a kilowatt basis.

2. Billing of Welders. Welders will be billed at the regular rates and conditions of the tariffs on which they are served subject to the following provisions:
  - a. Connected Load Type of Schedule. Welder load will be included as part of the connected load with ratings as determined under section 1., above, based on maximum load that can be connected at any one time, and no allowance will be made for diversity between welders.
  - b. Demand Metered Type of Schedule. Where resistance welders are served on these schedules, the computation of diversified resistance welder load shall be made as follows:

Multiply the individual resistance welder ratings, as prescribed in Section 1.c. to 1.f. inclusive, above, by the following factors and add the results thus obtained:

1.0 times the rating of the largest welder  
0.8 times the rating of the next largest welder  
0.6 times the rating of the next largest welder  
0.4 times the rating of the next largest welder  
0.2 times the rating of all additional welders

If this computed diversified resistance welder load is greater than the metered demand, the diversified resistance welder load will be used in lieu of the metered demand for rate computation purposes.



### **Rule 3**

### **Request for Service**

**A. Application for Service.**

All Applicants for electric service have given implied consent to receive such service only upon agreeing to comply with the rules and regulations of the Utility.

Applicants may obtain electric service on active service connection by contacting the Utility's Billing Division by telephone or in person. If it is requested that service be turned on other than two (2) hours prior to the close of business, legal holidays excepted, a charge shall be incurred for after hours service. The charge for the after hours service is set forth in the Rate Schedule.

Pertinent information will be requested from the Applicant to establish credit which shall include, but not be limited to, a social security number and/or tax identification number. In lieu of providing a social security number or tax identification number, the Applicant shall pay a cash deposit equal to three (3) times the average monthly bill and sign an application form provided by the Utility in advance of receiving electric service. After the Customer has paid bills for service for twelve (12) consecutive months, without having received a delinquent notice, the deposit shall be credited towards any outstanding charges. All other deposits shall be retained by the Utility until the electric service has been terminated at the request of the Customer or by the Utility pursuant to these rules and regulations. Upon service termination, the Utility shall credit the deposit towards payment of any outstanding charges due and owing by the Customer. After the Utility has made such credit, any remaining portion shall be refunded to the Customer.

If an existing electric service connection is found to be inactive at the time of application, which may include but not limited to, damages to the connection and/or replacement of the Meter, an assessment will be made of the electric service connection and a fee shall be charged on a time and material basis to recover the cost of re-establishing the service to an active status.

A new account setup fee shall be charged to offset the cost of creating accounting and computer records, reading the Meter and/or turning on the electric service and shall be included on the first utility bill of all new accounts. The charge for the new account setup fee is set forth in the Rate Schedule.

The Application is a request for service and does not in itself bind the Utility to serve except under its filed tariff, nor does it bind the Applicant/Customer to take service for a longer period than the minimum requirements of the Rate Schedule. A contract will be required as stated in Rule 4 or in any applicable tariff.



Upon acceptance and approval of the Application, the Utility agrees to furnish and the Applicant agrees to take electric service in accordance with the Utility's applicable Tariff Schedule. These Tariff Schedules constitute the terms and conditions of the agreement between the Utility and the Applicant/Customer for public utility electric service provided, unless agreed otherwise in writing.

B. Individual Liability for Joint Service.

Two or more persons who join in one Application or contract for service shall be jointly and severally liable hereunder and shall be billed by means of a single periodic bill mailed to the person designated on the Application to receive the bill. Whether or not the Utility obtained a joint application, where two or more persons occupy the same premises, they shall be jointly and severally liable for bills for electric energy supplied.

C. Change in Customer's Equipment or Operations.

Customers shall give the Utility written notice of the extent and nature of any material change in the size, character, or extent of the utilizing equipment or operations for which the Utility is supplying service before making any such change.

D. Refusal to Provide Service.

Utility may disconnect or refuse to provide service to the Applicant if the conditions upon the Applicant's premises indicate that false, incomplete, or inaccurate information was provided to Utility or the acts of the Applicant or anyone on the premises creates an unsafe situation for Utility's employee. Utility shall provide the Applicant the reason for such refusal.



## **Rule 4**

### **Contracts**

#### **Contract Requirements.**

##### **A. When Service Contracts are Required.**

A contract or agreement to take and pay for electric service will not be required as a condition precedent to service except:

1. Where required by provisions contained in the Tariff Schedules, in which case the term of the contract will be that specified.
2. Where it is necessary to install a line extension , in which case a contract for a period of three (3) years may be required; except that, when temporary service is to be supplied under the provisions of Rule 13, the contract will cover the period of contemplated operations, but not longer than three (3) years.
3. Where street lighting service is requested, in which case a contract will be required for a period of not less than one (1) year and not more than five (5) years.
  - a. Such contracts may include a provision that they will remain in effect from year to year thereafter, until terminated by either party.

##### **B. When Facilities Contracts are Required.**

A contract or agreement to pay for the use, installation, or removal of facilities including, but not limited to, line extensions, street light installations, will be required:

1. Where the provisions of the Tariff Schedules so specify, in which case the terms of the contract will be governed thereby.
2. Where any Applicant or Customer desires new or increased distribution facilities for Temporary Service, in which case the Utility shall require such person to pay to the Utility, in advance or otherwise, the estimated cost installed, plus the estimated cost of removal, less the estimated salvage of the facilities necessary for furnishing service in accordance with the provisions of Rule 13.
3. Where a person, whether or not a Customer, desires to have the Utility modify, rearrange, relocate, or remove any of its facilities, the Utility if it agrees to make such changes shall require the person, at whose request the changes are made, to agree to pay, in advance or otherwise, the cost to the Utility of making the changes.



4. Where the Applicant requests and the Applicant agrees to install electric facilities under the special provisions of a contract form on file with the Utility for installations which have been determined by the Utility to be uneconomic under its filed Rules.



## **Rule 5**

### **Special Information Required on Forms**

**A. Contracts.**

Each agreement or contract form for electric service or installation of facilities will contain the following provision: “This contract shall at all times be subject to such changes or modifications by the City Council of Corona as said City Council may, from time to time, direct in the exercise of its jurisdiction.”

**B. Customer’s Bill.**

Information required to be printed on each bill or Summary Bill for electric service shall include, but not be limited to; the billing date, due date, reading dates, Meter readings, bill amount, Customer service contact information, Customer name, service address, account number, Customer number and summary of procedures to dispute the bill.

**C. Discontinuance of Service Notice.**

Every Discontinuance of Service Notice for nonpayment of a delinquent domestic account, as provided for in Rule 8 shall include, but not be limited to, Customer name, service address, account number, Customer number, amount of delinquency, due date, disconnect date, and billing period of delinquency.



## **Rule 6**

### **Establishment and Re-establishment of Service**

A. Establishment of Credit - All Classes of Service.

Pertinent information will be requested from the Applicant to establish credit which shall include, but not be limited to, a social security number and/or tax identification number. In lieu of providing a social security number or tax identification number, the Applicant shall pay a cash deposit equal to three (3) times the average monthly bill and sign an Application form provided by the Utility in advance of receiving electric service.

B. Re-establishment of Credit – All Classes of Service.

If the Utility has made a service call to disconnect the service for non-payment of a delinquent bill, an additional charge shall be made to return service. Additionally, a deposit equal to three times the monthly bill shall be required.

C. Service Turn-On Charge

1. A service turn-on charge shall not be made for turning on electric service during normal working hours and for the following workday. There will be a charge for same day and after hours turn-on of service or special appointment turn-on service (the special appointment turn-on charge will apply if a specific time is requested and will not apply to the normal four hour window appointment) when specifically requested by the Customer. A service charge will be assessed for each additional field visit required to complete the service turn-on order.
  - a. After hours for fee assessment purposes are legal holidays and hours outside the following time periods: 8:00 a.m. to 4:00 p.m. Monday through Friday.
2. Requests for additional services or modifications of existing services will be charged a fee for the services performed as determined by the Utility.
3. The Utility shall not be liable for any loss or damage caused by the improper installation, maintenance or malfunction of any electric apparatus or appliance, or for damage caused by turning on and off of electric service by the Utility.



## **Rule 7**

### **Deposits**

A. General.

Deposits will be required when a Customer is otherwise unable to satisfactorily establish or re-establish credit, as set forth in Rule 6.

B. Amount of Deposit.

The amount of deposit required to establish or re-establish credit for electric service is three times (3x) the estimated average monthly bill.

In the event that a Customer of the Utility has diverted electricity (“energy theft”), a separate deposit shall be assessed. This deposit shall be twice the amount of the estimated loss to the Utility resulting from the diversion, but in no case shall the amount be less than the minimum diversion deposit.

C. Return of Deposit.

Deposits may be returned after the Customer has paid bills for service for twelve (12) consecutive months, without having received a delinquent notice. The deposit shall be credited towards any outstanding charges.

All other deposits shall be retained by the Utility until the electric service has been terminated at the request of the Customer or by the Utility pursuant to these rules and regulations. Upon service termination, the Utility shall credit the deposit towards payment of any outstanding charges due and owing by the Customer. After the Utility has made such credit, any remaining portion shall be refunded to the Customer.



## **Rule 8**

### **Notices**

A. Notices to Customers.

When notices from the Utility to a Customer are required, they will normally be given in writing, either mailed to the address specified in the Customer's Application for service or to any address subsequently specified by the Customer or delivered to him or her or posted in the local newspaper of record, except that in emergencies the Utility may give notices in the manner most suitable under the existing conditions (radio, television, telephone, etc.).

Where Utility service is provided to residential users through a master Meter, Utility shall make good faith efforts to inform the actual users of the Utility services when the account is in arrears. All procedures as required by law shall be exercised.

B. Notices from Customers.

Notices from a Customer to the Utility may be given by written communication mailed to the Utility's office or may be given orally by the Customer or the Customer's authorized agent at the Utility's office except when written notice is specifically required in Tariff Schedules or in any written agreement.



## **Rule 9**

### **Rendering and Payment of Bills**

#### **A. Rendering of Bills.**

1. **Billing Period.** Bills for electric service will be rendered bimonthly, monthly or as otherwise provided in the Tariff Schedules. Electric Meters shall be read as nearly as possible at regular intervals. Such regular Meter readings normally shall be monthly, but may be at other intervals as established at the discretion of the Utility.
2. **Metered Service.**
  - a. Bills for metered service will be based on Meter registrations. Meters will be read as required for the preparation of regular bills, opening bills and closing bills.
  - b. If, because of unusual conditions or for reasons beyond its control, the Utility is unable to read the Meter on the scheduled reading date, the Utility may bill the Customer or those deriving the benefit of service for estimated consumption during the Billing Period, and make any necessary corrections when a reading is obtained. Estimated consumption for this purpose will be calculated considering the Customer's prior usage, the Utility's experience with other Customers of the same class in that area, and the general characteristics of the Customer's operations. Adjustments for any underestimation or overestimation of a Customer's consumption will be reflected on the first regularly scheduled bill rendered and based on an actual reading following any periods when estimation was required. When a service start date can be reliably estimated, the undercharge can be computed back to that date, exclusive of Rule 17. Access to the Meter, sufficient to permit it being read, shall be provided by the Customer as a prerequisite to the Utility making any adjustment of consumption billed on an estimated basis.
3. **Un-metered Service.** A flat rate may be applied upon request (in writing) where the Applicant for service has a fixed Connected Load to be operated over a fixed number of hours during a Billing Period, and where the following conditions are met:
  - a. Provision has been made to prevent any additional consumption on the service.
  - b. The point of interconnection of the service is approved by the Utility.



- c. Such service may be supplied under any appropriate Rate Schedule at the Utility's operating convenience and all conditions of the Rate Schedule shall apply, including the power cost adjustment.
  4. Pro rata Computation. All bills for electric service rendered will be computed in accordance with the applicable thirty-day Rate Schedule, but the size of the energy blocks and the amount of the Customer, Service, Demand or Minimum Charge specified therein will be prorated on the basis of the ratio of the number of days service has been rendered to the number of days in an average month of thirty (30) days.
- B. Readings of Separate Meters Not Combined.
- For the purpose of billing, each Meter upon the Customer's premises will be considered separately, and the readings of two (2) or more Meters will not be combined, except as follows:
1. Where combinations of Meter readings are specifically provided for in the Tariff Schedules.
  2. Where the Utility's operating convenience requires the use of more than one Meter.
- C. Payment of Bills.
- Electric bills, including service and penalty charges, are due and payable upon deposit by Utility in the United States mail ("date billed"), and shall be delinquent thirty (30) calendar days after said date. Upon delinquency, the Utility shall mail a second billing in the form of a delinquent notice. A ten percent (10%) penalty shall be assessed on that bill and a date of discontinuance of electric service, forty-six (46) days after the date billed, shall be noted. Thirty nine (39) days after the date billed, a notice of shutoff of electric service shall be mailed to the billing address of the Customer. A processing charge may be assessed on that notice and a date of discontinuance of electric service shall again be noted. All delinquent accounts, with the exception of Multiple Occupancy Buildings and Mobile Home Parks, unpaid at the close of business of the forty-fifth (45<sup>th</sup>) calendar day after the date billed shall have electric service discontinued on the forty-sixth (46<sup>th</sup>) day after said date without further notice. Prior to terminating electric service to Multiple Occupancy Buildings and Mobile Home Parks, all procedures as required by law will be exercised.
- D. Returned Check Charge.
- The Utility may require payment of a returned check charge equal to that permitted under law for any check returned from the bank unpaid, as set forth in the Corona Municipal Code, Section 3.02.040 Schedule of Fees and Service Charges. If the returned item was



returned for payment on a prior 48-hour notice of disconnection, service may be terminated without further notice.



## **Rule 10**

### **Disputed Bills**

- A. Customers who feel their bill is in error will first contact the Utility Billing Division by phone or in writing within five (5) days after receiving the bill to attempt to resolve the disputed bill. Failure to do so will authorize discontinuance of service in accordance with Rule 11.
- B. If, after contact with the Utility Billing Division, the Customer believes the bill is still incorrect, the Customer must, within ten (10) days after receiving the explanation from the Utility Billing Division, send his/her remittance for the entire amount of the disputed bill along with a written statement setting forth the reasons why the Customer believes the bill is incorrect to: General Manager, City of Corona Department of Water and Power, 730 Corporation Yard Way, Corona, California 92880.
- C. Failure of the Customer to file a written statement with the General Manager within ten (10) days after receipt of the explanation from the Customer Service Division will constitute acceptance by the Customer of the bill as rendered, and authorize discontinuance of service in accordance with Rule 11.
- D. Upon timely receipt of the written statement, the General Manager or his designee will review the basis of the billed amount and communicate the results of the review and decision to the Customer.
- E. If before completion of the General Manager's review, additional bills become due which the Customer wishes to dispute, the Customer will not be required to file the dispute with the Utility Billing Division, as stated above, but will be required to send his/her remittance for the entire amount of the additional bills disputed to: General Manager, City of Corona Department of Water & Power, 730 Corporation Yard Way, Corona, California 92880, and file additional written statements within ten (10) days after receipt of such bills setting forth the reasons why the Customer believes the additional bills are incorrect. Failure to do so will authorize discontinuance of service in accordance with Rule 11.



## **Rule 11**

### **Discontinuance and Restoration of Service**

#### **A. Past Due Bills.**

Electric bills, including service and penalty charges, are due and payable upon deposit by Utility in the United States mail (“date billed”), and shall be delinquent thirty (30) calendar days after said date. Upon delinquency, the Utility shall mail a second billing in the form of a delinquent notice. A ten percent (10%) penalty shall be assessed on that bill and a date of discontinuance of electric service, forty-six (46) days after the date billed, shall be noted. Thirty-nine (39) days after the date billed, a notice of shutoff of electric service will be mailed to the billing address of the Customer. A processing charge will be assessed on that notice and a date of discontinuance of electric service shall again be noted. The charge for this notice is set forth in the Schedule of User/Service Fees for Electric Usage.

#### **B. Nonpayment of Bills.**

1. All delinquent accounts, with the exception of Multiple Occupancy Buildings and Mobile Home Parks, unpaid at the close of business on the forty-fifth (45<sup>th</sup>) calendar day after the date billed shall have electric service discontinued on the forty-sixth (46<sup>th</sup>) day after said date without further notice. Prior to terminating electric service to Multiple Occupancy Buildings and Mobile Home Parks, all procedures as required by law will be exercised.

Any Customer who contests a bill and has initiated a complaint or requested an investigation within five (5) days of receiving said bill shall not have service discontinued for non-payment during the pendency of an investigation by the Utility of such Customer’s dispute or complaint provided the Customer also keeps current the account for Utility services as charges accrue in each subsequent billing period. Services shall not be discontinued for non-payment for any Customer complying with an amortization agreement entered into with the Utility, provided the Customer also keeps current the account for Utility services as charges accrue in each subsequent billing period. If a Customer fails to comply with an amortization agreement, the Utility will give a 7-day discontinuance of service notice before discontinuing service, but such notice shall not entitle the Customer to further investigation by Utility.

2. Utility services to a Customer will not be discontinued for non-payment when the Customer has established to the satisfaction of the Utility that such termination would be especially dangerous to the health of the Customer or a full time resident of the Customer’s household. Certification from a licensed physician, public health nurse, or a social worker may be required by the Utility. The Utility



shall make available to Customers, upon request, information regarding agencies and/or organizations that may provide financial assistance.

3. If a Customer is receiving more than one (1) service, any or all services may be discontinued when any service, regardless of location, is discontinued for non-payment. However, residential service will not be discontinued because of non-payment of bills for other classes of service.
4. Under no circumstances may service be discontinued for non-payment of a bill to correct previously billed incorrect charges for a period in excess of the preceding three (3) months, unless such incorrect charges have resulted from the Customer not abiding by the Tariff Schedules.
5. On any Saturday, Sunday, legal holiday recognized by the Utility, or at any time during which the business office of the Utility is not open to the public, service will not be discontinued by reason of delinquency in payment for Utility services.

C. Unsafe Equipment.

The Utility may refuse or discontinue service to a Customer if any part of the Customer's wiring or other equipment, or the use thereof, shall be determined by the Utility to be unsafe or in violation of applicable laws, ordinances, rules or regulations of public authorities, or if any condition existing upon the Customer's premises shall be thus determined to endanger the Utility's service facilities, until it shall have been put in a safe condition or the violation remedied. The Utility does not assume any responsibility for inspecting or repairing the Customer's wiring or other equipment or any part thereof and assumes no liability therefore.

D. Service Detrimental to Other Customers.

The Utility will not provide service to utilizing equipment, the operation of which will be detrimental to the service of the Utility or its other Customers, and will discontinue electric service to any Customer who shall continue to operate such equipment after having been given notice by the Utility to cease so doing.

E. Fraud.

The Utility may refuse or discontinue service if the acts of the Customer or the conditions upon the Customer's premises are such as to indicate an intent to defraud the Utility. A fee will be collected for the investigation of acts of fraud and/or diversion.

F. Failure to Establish or Re-establish Credit.

If, for an Applicant's convenience, the Utility should provide service before credit is established or should continue service to a Customer when credit has not been re-



established in accordance with Rule 6, and the Customer fails to establish or re-establish credit, the Utility may discontinue service.

G. Non-compliance.

Except as otherwise specifically provided in this Rule 11, the Utility may discontinue service to a Customer for non-compliance with Tariff Schedules if, after written notice of at least five (5) days, the Customer has not complied with the notice. The Utility may dispense with the giving of such notice in the event there exists in the Utility's opinion a dangerous condition, thus rendering the immediate discontinuance of service to the premises imperative.

H. Unsafe Environment.

If the customer or anyone on the premises inflicts violence, as defined in Rule 1, or threatens with present ability to inflict violence upon an employee of the Utility or its subcontractors, the Utility may discontinue service to a customer after written notice of at least five (5) days. The discontinuance of service may be avoided if the customer agrees to meet with the General Manager and/or law enforcement and the customer agrees to cease from any act of violence.

I. Customer's Request for Service Discontinuance.

When a Customer desires to terminate responsibility for service, the Customer shall give the Utility not less than one (1) days' notice of this intention, state the date on which the Customer wishes the termination to become effective, and provide the Utility with the address to which the closing bill should be mailed. A Customer may be held responsible for all service furnished at the premises until one (1) day after receipt of such notice by the Utility or until the date of termination specified in the notice, whichever date is later.

J. Restoration - Reconnection Charge.

The Utility will require payment of a reconnection charge for each incident in which the service(s) were disconnected before restoring service that has been disconnected for non-payment of bills or for failure otherwise to comply with Tariff Schedules. If service(s) have been illegally restored or damaged due to tampering, the Customer must pay all damage charges prior to reconnection. The Customer and/or beneficiary of service are responsible for all damage charges whether or not service is reconnected.

In case the Customer places a request on a day when maximum workload has been scheduled, an additional charge will be made.



## **Rule 12**

### **Rates and Optional Rates**

**A. Effective Rates.**

The rates charged by the Utility for electric service are those on file with the Utility's General Manager and legally in effect. A copy of complete Tariff Schedules as filed with the General Manager, shall be maintained for public inspection at the office of the Utility.

**B. Optional Rates.**

1. Where there are two or more Rate Schedules, rates, or optional provisions applicable to the class of service requested by the Applicant, the Utility or its authorized employees will call Applicant's attention, at the time Application is made, to the several schedules, and the Applicant must designate which Rate Schedule, rate, or optional provision the Customer desires. When the Customer notifies the Utility of any material change in the size, character, or extent of utilizing equipment or operations, in accordance with Section C of Rule 3, the Utility will, within a reasonable time, advise the Customer of the resulting rate options. In the absence of the notification provided for in Section C of Rule 3, the Utility assumes no responsibility for advising the Customer of lower optional rates under other existing schedules, rates, or optional provisions available as a result of the Customer's changes in equipment or operations.
2. When an Applicant for new service has applied for service under a mutually agreed upon Rate Schedule, the Rate Schedule will remain in effect for a minimum of three (3) billing periods to determine the accuracy of the application of the rate.

**C. New or Revised Rates.**

Should new or revised rates be established after the time Application is made, the Utility will, within a reasonable time, use such means as may be practicable to bring them to the attention of those of its Customers who may be affected thereby.

**D. Change of Rate Schedule.**

1. A change to another applicable Rate Schedule, rate, or optional provision will be made only where the Customer elects to make such change, or where in the opinion of the Utility, another Rate Schedule is more applicable.
2. Should a Customer so elect, the change will be made, provided:
  - a. A change has not been made effective during the past twelve-months' period; or



- b. The change is made to, or from, a new or revised Rate Schedule; or
  - c. There has been a change in the Customer's operating conditions for that service which, in the opinion of the Utility, justifies the change; and
  - d. The change is not made more often than once in twelve (12) months where service is being supplied under a schedule containing an annual fixed charge or an annual minimum charge; and
  - e. The Customer has made the request by written notice to the Utility.
3. The change will become effective for the Billing Period during which the Customer has requested the change and is not subject to a retroactive adjustment, except when such change is the result of a Utility error, in accordance with Rule 17.

E. Power Cost Adjustment Factor (PCAF)

The PCAF is a charge per kWh which is used (1) to adjust the Utility's electric rates for the actual cost of purchasing and generating electric power and energy to service the Utility's Customers, and (2) to minimize fluctuations in rates.

The energy charge per kWh in each Rate Schedule recovers the costs of purchasing and delivering power and energy from all suppliers of power and energy, other suppliers, and the cost of power from the Utility's owned generating resources.

The PCAF will reflect all changes in energy costs, including the following:

- 1. Changes in any component of the wholesale rate.
- 2. Changes in transmission and wheeling payments.
- 3. Changes in scheduling and dispatching payments.
- 4. Changes in contract incremental costs.
- 5. Changes in economy energy purchases.
- 6. Changes in take-or-pay obligations.
- 7. Changes in cogenerated power purchases.

The PCAF as set forth in the Tariff Schedule shall be applied to kWh sold on and after the effective date, as also set forth below, and continuing thereafter until a new PCAF becomes effective. The amount to be added to or subtracted from each bill due to the



PCAF shall be calculated by multiplying the number of kWh for which the bill is rendered by the applicable PCAF.

The PCAF, which may be either positive or negative, will be reviewed and revised quarterly to reflect (1) actual changes in excess of a plus or minus ten percent (10%) of the amount stated in the energy charge included in the Tariff Schedule.

The City Council shall have responsibility for establishing the PCAF and its effective date.

F. Change of Law Adjustment Factor (CLAF)

Change in Law means any change, modification, revision, or adoption of (1) any law, rule, regulation, order, writ, judgment, decree, resolution, ordinance, or other legal or regulatory determination by any court, regulatory agency or governmental authority of competent jurisdiction, or (2) any law, rule, regulation, order, writ, judgment, decree, resolution, ordinance, or other legal or regulatory determination, or interpretation thereof, which has been adopted, enacted, released or promulgated, which results in either partial or wholly new or different application of a pre-existing law. The CLAF is a charge or credit per kWh which is used to adjust the Utility's electric rates for the impact of Changes in Law that would materially change the Utility's revenue or expenses.

The CLAF as set forth in the Tariff Schedule shall be applied to each kWh sold on and after the effective date, or also set forth below, and continuing thereafter until a new CLAF becomes effective. The amount to be added to or subtracted from each bill due to the CLAF shall be calculated by multiplying the number of kWh for which the bill is rendered by the applicable CLAF.

The CLAF, which may be either positive or negative, will be reviewed and revised quarterly to reflect actual changes in excess of a plus or minus ten percent (10%) of the amount stated in the Tariff Schedule.

The City Council shall have the responsibility for establishing the CLAF and its effective date.

G. Interconnection.

Unless otherwise stated in the Rate Schedule, the Rate Schedules of the Utility are applicable only for service supplied entirely by the Utility without interconnection, except that any interconnection may be double-throw switch where necessary to meet the minimum requirements for emergencies.



H. Definitions for Rule 12.

**Billing Demand:** The Billing Demand shall be the kilowatts of Maximum Demand, determined to the nearest kW. The Demand Charge shall include the following billing components. The Time Related Component shall be for the kilowatts of Maximum Demand recorded during (or established for) the monthly billing period. The Facilities Related Component shall be for the greater of the kilowatts of Maximum Demand recorded during (or established for) the monthly billing period or 50% of the highest Maximum Demand established in the preceding eleven (11) months (Ratcheted Demand). However, when the Utility determines the Customer's Meter will record little or no energy use for extended periods of time or when the Customer's Meter has not recorded a Maximum Demand in the preceding eleven (11) months, the Facilities Related Component of the Demand Charge may be established at fifty percent (50%) of the Customer's Connected Load.

**Excess Transformer Capacity:** Excess Transformer Capacity is the amount of transformer capacity requested by a Customer in excess of that which the Utility would normally install to serve the Customer's Maximum Demand.

**Holidays:** Holidays are New Year's Day (January 1), Washington's Birthday (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veteran's Day (November 11), Thanksgiving Day (fourth Thursday in November), and Christmas (December 25). When any Holiday listed above falls on Sunday, the following Monday will be recognized as an off-peak period. No change will be made for Holidays falling on Saturday.

**Maximum Demand:** Maximum Demands shall be established for the On-Peak, Mid-Peak, and Off-Peak periods. The Maximum Demand for each period shall be the measured maximum average kilowatt input indicated or recorded by instruments, during any 15-minute metered interval, but, where applicable, not less than the diversified resistance welder load computed in accordance with the section designated Welder Service in Rule 2. Where the demand is intermittent or subject to violent fluctuations, a 5-minute interval may be used.

**Power Factor Adjustment:** When the Maximum Demand is expected or has exceeded 200 kW for three (3) consecutive months, kilovar metering will be installed as soon as practical, and, thereafter, until the Maximum Demand has been less than 150 kW for twelve (12) consecutive months, the billing will be increased each month for power factor for service metered and delivered at the applicable voltage level, based on the per kilovar of maximum Reactive Demand imposed on the Utility. The reactive demand will be determined as follows:

1. For Customers with metering used for billing that measures reactive demand. The maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15-minute metered



interval in the month. The kilovars shall be determined to the nearest unit. A device will be installed on each kilovar Meter to prevent reverse operation of the Meter.

2. For Customers with metering used for billing that measures kilovar-hours instead of reactive demand. The kilovars of reactive demand shall be calculated by multiplying the kilowatts of measured Maximum Demand by the ratio of the kilovar-hours to the kilowatt hours. Demands in kilowatts and kilovars shall be determined to the nearest unit. A ratchet device will be installed on the kilovar-hour Meter to prevent its reverse operation on leading power factors.

**Summer Season:** The Summer Season shall commence at 12:00 a.m. on June 1<sup>st</sup> and continue until 12:00 a.m. on October 1<sup>st</sup> of each year. A pro rata computation will be made for seasonal billing purposes.

**Temporary Discontinuance Service:** Where the use of energy is seasonal or intermittent, no adjustments will be made for a temporary discontinuance of service. Any Customer, prior to resuming service within twelve (12) months after such service was discontinued, will be required to pay all charges which would have been billed if service had not been discontinued.

**Time Period:** Time periods are defined as follows:

On-Peak:	Noon to 6:00 p.m. summer weekdays except holidays
Mid-Peak:	8:00 a.m. to Noon and 6:00 p.m. to 11:00 p.m. summer weekdays except holidays.
	8:00 a.m. to 9:00 p.m. winter weekdays except holidays
Off-Peak:	All other hours.

**Winter Season:** The Winter Season shall commence at 12:00 a.m. on October 1<sup>st</sup> of each year and continue until 12:00 a.m. on June 1<sup>st</sup> of the following year. A pro rata computation will be made for seasonal billing purposes.



## **Rule 13**

### **Temporary Service**

**A. Establishment of Temporary Service.**

Utility shall, if no undue hardship to its existing Customers will result therefrom, furnish Temporary Service under the following conditions:

1. The Applicant shall pay, in advance or otherwise as required by Utility, the estimated cost installed, plus the estimated cost of removal, less the estimated salvage, of the facilities necessary for furnishing service.
2. The Applicant shall establish credit as required by Rule 6, except that the amount of deposit prescribed in Rule 7 shall not exceed the estimated bill for the duration of service.

**B. Applicant Design.**

Applicant shall design that portion of the temporary facilities in accordance with the same Applicant design provisions outlined in Rule 15.

**C. Change to Permanent Status.**

1. A Customer will retain temporary status as long as the Utility deems the facilities to be speculative in character, of questionable permanency, or where it is known in advance that service will be of limited duration.
2. If at any time the character of a temporary Customer's operations changes so that in the opinion of the Utility the Customer may be classified as permanent, the Customer shall be required to take permanent service.



## **Rule 14**

### **Variations in the Quality or Supply of Electricity**

**A. Quality.**

The Utility does not give any warranty, expressed or implied, as to the quality, adequacy, safety, or other characteristics of the electricity and/or electric service provided by the Utility.

**B. Shortages, Brownouts, Interruptions, Spikes, Surges.**

1. The Utility will exercise reasonable diligence (1) to furnish a continuous and sufficient supply of electricity to its Customers and (2) to minimize the occurrence of shortages, brownouts, interruptions, spikes, surges, or other electricity delivery problems; however, the Utility cannot and does not guarantee a continuous or sufficient supply, or freedom from such conditions which may affect the quality of the electricity provided.
2. The Utility will not be liable for variations in the quality of electricity supplied, nor for failure to supply a continuous or sufficient supply of electricity, nor will it be liable for variations in the quality of electricity supplied, nor for damage or loss occasioned by such failure to supply, or by shortages, brownouts, interruptions, spikes, surges, or other electricity delivery problems.
3. Whenever, in the operation of the Utility's electric plants, properties, and/or systems, interruption in the delivery of electricity to Customers results from or is occasioned by causes other than the exercise by the Utility of its right to suspend temporarily the delivery of electricity for the purpose of making repairs or improvements to its system, notice of any such interruption will not be given to the Customers of the Utility, but the Utility will exercise reasonable diligence to reinstate delivery of electricity.

**C. Temporary Suspension for Repairs.**

1. The Utility, whenever it shall find it necessary for the purpose of making repairs or improvements to its system, shall have the right to suspend temporarily the delivery of electricity. In all cases, to the extent circumstances so allow, reasonable notice will be given to the Customer. Such repairs or improvements will be made as rapidly as practicable, consistent with prudent utility practices. To the extent practicable and consistent with prudent utility practices, the Utility will minimize the inconvenience to its Customers.
2. When it is necessary to suspend temporarily the delivery of electricity for repairs or improvements to the system in accordance with Rule 14, Section C.1 above,



and the Customer requests that such suspension of service occur at other than during normal Utility working hours, the Utility reserves the right to receive, in advance, the total estimated labor-related costs to be incurred by the Utility for performing the work during non-regular Utility work hours. The Customer shall also pay any additional cost actually incurred in excess of the estimated costs.

D. Apportionment of Supply During Time of Shortage.

Should a shortage of supply ever occur, the Utility will apportion its available supply of electricity among its Customers as authorized or directed by the Utility in the manner determined at the General Manager's discretion, to be equitable under prevailing conditions. The decision of the General Manager shall be final in such matters.



## **Rule 15**

### **Line Extensions**

**APPLICABILITY:** This rule is applicable to extension of electric Distribution Lines of the Utility's standard voltages (less than 34 kV) necessary to furnish permanent electric service to Applicants and will be made in accordance with the following provisions:

**A. General.**

**1. Distribution Line Extension Basis.**

- a. **Design.** The Applicant will be responsible for planning, designing, and engineering Distribution Line Extensions using the Utility's standards for material, design, and construction.
- b. **Ownership.** The Distribution Line Extension facilities installed under the provisions of this rule, shall be owned, operated, and maintained by the Utility, except for Substructures and enclosures that are on, under, within, or part of a building or structure.
- c. **Private Lines.** The Utility shall not be required to serve any Applicant from Distribution Line Extension facilities that are not owned, operated, and maintained by the Utility.

**2. Distribution Line Extension Locations.**

- a. The Utility will own, operate and maintain Distribution Line Extension facilities only:
  - (1) Along public streets, alleys, roads, highways and other publicly dedicated ways and places which the Utility has the legal right to occupy; and
  - (2) On public lands and private property across which rights-of-way and permits satisfactory to the Utility may be obtained without cost to or condemnation by the Utility.
- b. **Normal Route of Line.** The length and normal route of a Distribution Line Extension will be determined by the Utility and considered as the distance along the shortest, most practical, available, and acceptable route which is clear of obstructions from the Utility's nearest permanent and available distribution facility to the point from which the service facilities will be connected.



3. Underground Distribution Line Extensions.
  - a. Underground Required. The Utility, by authority of the City Council, has declared itself an “underground” utility. Consistent with this declaration, underground Distribution Line Extensions shall be installed where required to comply with applicable laws and ordinances of the City of Corona and where the Utility maintains or desires to maintain underground distribution facilities. For example, underground Distribution Line Extensions are required for all new: (1) Residential Subdivisions, (2) Residential Developments, (3) Commercial Developments, (4) Industrial Developments, and (5) locations that are in proximity to and visible from designated Scenic Areas. The requirements to underground lines set forth in this paragraph shall not apply where it is impractical to build underground lines, as determined by the Utility, and approved by the General Manager.
  - b. Underground Optional. When requested by Applicant and agreed upon by the Utility, underground Distribution Line Extensions may be installed in areas where it is not required, as provided in Section A.3.a.
4. Overhead Distribution Line Extensions. Overhead Distribution Line Extensions may be installed only where underground extensions are not required as provided in Section A.3.a.
5. Temporary Service. Facilities installed for Temporary Service or for operations of speculative character or questionable permanency shall be made in accordance with the fundamental installation and ownership provisions of this rule and the provisions of Rule 13.
6. Services. Service facilities connected to the Distribution Lines to serve an Applicant’s premises will be installed, owned and maintained as provided in Rule 16.
7. Street Lights. Street lights and appurtenant facilities shall be installed in accordance with the service provisions of the applicable street light schedule.
8. Contracts. Each Applicant requesting a Distribution Line Extension may be required to execute a written contract(s), prior to performing any work on the Distribution Line Extension.



B. Installation Responsibilities.

1. Underground Distribution Line Extensions.

a. In accordance with the Utility approved design, specifications, and requirements, using Qualified Contractor's (see Section E, Applicant Installation.) Applicant is responsible for:

- (1) Excavation. All necessary Trenching, backfilling, and other digging as required;
- (2) Substructure and Conduits. Furnishing, installing, and upon acceptance by the Utility, conveying to the Utility ownership of all necessary installed Substructures and Conduits, including Feeder Conduits and related Substructures required to extend to and within subdivisions and developments; and
- (3) Protective Structures. Furnishing, installing, and upon acceptance by the Utility, conveying to the Utility ownership of all necessary Protective Structures.
- (4) Furnishing and installing cables, switches, transformers, and other distribution facilities required to complete the Distribution Line Extension.

b. Utility Responsibility. Providing plan check review and approval and inspection service to verify Applicant's performance.

2. Overhead Distribution Line Extensions. The Applicant is responsible for furnishing and installing all facilities required for the Distribution Pole Line Extension.

C. Contributions or Advances by Applicant.

1. General. Contributions or Advances by an Applicant to the Utility for the installation of a Distribution Line Extension to receive Utility service consists of such things as cash payments, the value of facilities deeded to the Utility, and the value of Excavation performed by Applicant.
2. Project-Specific Cost Estimates. The Applicant's total estimated installed cost will be based on a project-specific estimated cost.
3. Cash Advance. A cash Advance will be required for all plan check and inspection fees to complete a Distribution Line Extension.



4. Applicant shall contribute or Advance, before the start of the Applicant's construction, the following:
  - a. Underground Amount. The Utility's total estimated Applicant installed cost, to complete the underground Distribution Line Extension (including transformers, and including Betterments) for:
    - (1) Cabling. The Utility's estimated value of any necessary Cabling (including distribution transformers, switches and other distribution facilities) installed by the Utility to complete the underground Distribution Line Extension. This includes the cost of conversion of existing single-phase lines to three-phase lines, if required; plus
    - (2) Substructures. The Utility's estimated value of Substructures installed by Applicant and deeded to the Utility as required.
  - b. Overhead Amount. The Utility's total estimated Applicant installed cost, to complete the overhead Distribution Line Extension (including distribution transformers and excluding Betterments) for:
    - (1) Pole Line. All necessary facilities required for an overhead Distribution Pole Line Extension and, if required, the conversion of existing single-phase lines to three-phase lines; plus
  - c. Other Amounts. The Utility's estimated value of Excavation, Conduits, and Protective Structures required by the Applicant for the Distribution Line Extension under Section B.1.a.
5. Joint Applicants. The total Contribution or Advance from a group of Applicants will be apportioned among the members of the group in such manner as they may mutually agree.

D. Applicant Design for New Installations.

The Distribution Line Extension shall be designed by Applicant's qualified contractor or sub-contractor in accordance with the Utility approved design and construction standards. All Applicant design work of electric facilities must be performed by or under the direction of a licensed professional engineer and all design work submitted to the Utility must be certified by an appropriately licensed professional engineer, consistent with the applicable federal, state, and local, including City of Corona, codes and ordinances. The



Applicant design applies to Applicant for new service and is available for replacement, reinforcement, or relocation of existing systems. Under this installation, the following applies:

1. Applicant shall notify the Utility, in a manner acceptable to the Utility.
2. Applicant designs shall conform to all applicable federal, state and local, including City of Corona, codes and ordinances for Utility installations design (such as, but not limited to the California Business and Professions Code).
3. The Utility may require Applicant designers to meet the Utility's prequalification requirements prior to participating in Applicant design.
4. Applicant designers shall obtain Utility design and construction standards and specifications prior to performing Applicant design. The Utility may charge for any of these services.
5. The Utility will perform plan check on each Applicant design project at the expense to Applicant.
6. The Utility shall perform all the Utility's project accounting and cost estimating.

E. Applicant Installation.

1. The Distribution Line Extension shall be installed by Applicant's qualified contractor or sub-contractor in accordance with the Utility approved design and specifications. All Applicant installation work for electric facilities must be performed by a qualified Contractor and approved by the Utility consistent with the applicable federal, state, and local, including City of Corona, codes and ordinances. Under this installation, the following applies:
  - a. The Utility's total estimated Applicant installed project cost will apply regardless of whom Applicant selects to perform the installation.
  - b. Upon acceptance by the Utility, ownership of all such facilities will transfer to the Utility.
  - c. Applicant shall pay to the Utility any Utility costs associated with the Distribution Line Extension, including the estimated costs of design, administration, and installation of any additional facilities and labor necessary to complete the Distribution Line Extension.
  - d. Applicant shall pay to the Utility the cost of inspection.
  - f. Only duly authorized employees of the Utility are allowed to connect to, disconnect from, or perform any work upon the Utility's facilities.



2. Minimum Contractor Qualifications. Applicant's contractor or subcontractor (QC/S) shall:
  - a. Be licensed in California for the appropriate type of work (electrical and general, etc.).
  - b. Employ workmen properly qualified for specific skills required (Qualified Electrical Worker, Qualified Person, etc.) as defined in State of California High Voltage Safety Orders (Title 8, Chapter 4, Subchapter 5, Group 2).
  - c. Comply with applicable laws (Equal Opportunity Regulations, OSHA, EPA, etc.).
3. Other Contractor Qualifications. An Applicant for service who intends to employ a QC/S also should consider whether the QC/S:
  - a. Is technically competent.
  - b. Has access to proper equipment.
  - c. Demonstrates financial responsibility commensurate with the scope of the contract.
  - d. Has adequate insurance coverage (worker's compensation, liability, property damage, etc.).
  - e. Is able to furnish a surety bond for performance of the contract, if required.

F. Special Conditions.

1. Facility Relocation or Rearrangement. Any relocation or rearrangement of the Utility's existing facilities, at the request of, or to meet the convenience of an Applicant or Customer, and agreed upon by the Utility, shall be performed by the Applicant. Where new facilities can be constructed in a separate location, before abandonment or removal of any existing facilities, and Applicant requests to perform the new construction work, it can be performed under the applicable provisions of Section E, Applicant Installation.

In all instances, the Utility shall abandon or remove its existing facilities at the option of the Utility. Applicant or Customer shall be responsible for the costs of all related relocation, rearrangement and removal work.



I. Definitions for Rule 15.

**Advance:** Cash payment made to the Utility prior to the initiation of any work done by the Utility.

**Applicant:** A person or agency requesting the Utility to deliver/supply electric service.

**Betterment:** Facilities installed by Applicant at the request of the Utility in addition to those required under Section B.1.a.

**Cabling:** Conductors (including cable-in-conduit, if used), connectors, switches, as required by the Utility for primary, secondary, and service installations.

**Commercial Development:** Two (2) or more enterprises engaged in trade or the furnishing of services, (e.g., shopping centers, sales enterprises, business offices, professional offices, and educational or governmental complexes) located on a single parcel or on two (2) or more contiguous parcels of land.

**Conduit:** Ducts, pipes or tubes of certain metals, plastics and other materials acceptable to the Utility (including pull wires and concrete encasement where required) for the installation and protection of electric wires or cables.

**Contribution:** In-kind services and the value of all property conveyed to the Utility at any time during the Utility's work on an extension which is part of the Utility's total estimated installed cost of its facilities, or cash payments.

**Distribution Line Extension:** A new distribution facility of the Utility that is a continuation of, or branches from, the nearest available existing permanent Distribution Line (including any facility rearrangements and relocations necessary to accommodate the Distribution Line Extension) to the point of connection of the last service. The Utility's Distribution Line Extension includes transmission under builds and converting an existing single-phase line to three-phase in order to furnish three-phase service to an Applicant, but excludes service transformers, Meters and services.

**Distribution Lines:** Overhead and underground facilities which are operated at distribution voltages, and which are designed to supply two (2) or more services.

**Excavation:** All necessary Trenching, backfilling, and other digging to install Distribution Line Extension facilities, including furnishing of any imported backfill material and disposal of spoil as required, surface repair and replacement, landscape repair and replacement.

**Feeder Conduit:** Conduit for such uses as part of a backbone system to provide for future anticipated load growth outside the subdivision involved, to provide for future anticipated load growth in the existing subdivision and the existing subdivisions in close



proximity, to balance loads between substations, to interconnect the service to the subdivision with service to subsequent developments outside the subdivision, and to provide the flexibility and versatility of modifying or supplying emergency backup power to the area involved.

**Industrial Development:** Two (2) or more enterprises engaged in a process which creates a product or changes material into another form or product and located on a single parcel or on two (2) or more contiguous parcels of land.

**Pole Line:** Poles, cross-arms, insulators, conductors, switches, guy-wires, and other related equipment used in the construction of an electric overhead line.

**Protective Structures:** Fences, retaining walls (in lieu of grading), sound barriers, posts, or barricades and other structures as required by the Utility to protect distribution equipment.

**Residential Development:** Five (5) or more dwelling units in two (2) or more buildings located on a single parcel of land.

**Residential Subdivision:** An area of five (5) or more lots for residential dwelling units which may be identified by filed subdivision plans or an area in which a group of dwellings may be constructed about the same time, either by a builder or several builders working on a coordinated basis.

**Seasonal Service:** Electric service to establishments which are occupied seasonally or intermittently, such as seasonal resorts, cottages, or other part-time establishments.

**Scenic Areas:** An area such as a scenic highway, a state or national park or other area determined by a governmental agency to be of unusual scenic interest to the general public. Scenic highways are officially designated under the California Scenic Highway Program established pursuant to Paragraph 320 of the Public Utilities Code. State or national parks or other areas of unusual scenic interest to the general public are determined by the appropriate governmental agency. "In proximity to" shall mean within 1,000 feet from each edge of the right-of-way of designated scenic highways and from the boundaries of designated parks and scenic areas. "Visible from" shall mean that overhead distribution facilities could be seen by motorists or pedestrians traveling along scenic highways or visiting parks or scenic areas.

**Substructures:** The surface and subsurface structures which are necessary to contain or support the Utility's electric facilities. This includes, but is not limited to, such things as splice boxes, Pull Boxes, equipment vaults and enclosures, foundations or pads for surface-mounted equipment.

**Trenching:** See Excavation.



## **Rule 16**

### **Electric Service**

**APPLICABILITY:** This rule is applicable to both (1) Utility Service Facilities<sup>1</sup> that extend from the Utility's Distribution Line facilities to the Service Delivery Point, and (2) service related equipment required of Applicant on Applicant's Premises to receive electric service.

#### **A. General.**

1. **Design.** The Applicant will be responsible for planning, designing, and engineering Service Extensions using the Utility approved standards for design, materials and construction in accordance with the Applicant design provisions of Rule 15.
2. **Service Facilities.** The Utility's Service Facilities shall consist of (a) primary or secondary underground or overhead service conductors, (b) poles to support overhead service conductors, (c) service transformers, (d) Utility-owned Metering equipment, and (e) other Utility-owned service related equipment.
3. **Ownership of Facilities.** Service Facilities installed under the provisions of this rule shall be owned, operated, and maintained by the Utility if they are (a) located in the street, road or a public right-of-way area, (b) installed by the Applicant under section D.2 below on Applicant's Premises for the purpose of the delivery of electric energy to Applicant, or (c) installed by Applicant under the provisions of this rule, and conveyed to the Utility.
4. **Private Lines.** The Utility shall not be required to connect Service Facilities to or serve any Applicant from electric facilities that are not owned, operated, and maintained by the Utility.
5. **Temporary Service Facilities.** Service Facilities installed for Temporary Service or for operations of speculative character or questionable permanency shall be made in accordance with the fundamental installation and ownership provisions of this rule, except that all charges and refunds shall be made under the provisions of Rule 13.
6. **Street Lights.** Street light services and appurtenant facilities shall be installed in accordance with the service provisions of the applicable street light schedule.

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<sup>1</sup> Certain words beginning with capital letters are defined either within the provisions of this rule or in Section H.



7. **Contracts.** Each Applicant requesting service may be required to execute a written contract(s) prior to the Applicant performing its work to establish service. Such contract(s) shall be in the form provided by the Utility or otherwise acceptable and approved by the Utility.
8. **Distribution Line Extension.** Whenever the Utility's Distribution System is not complete to the point designated by the Utility where the Service Extension is to be connected to the Utility's Distribution System, the extension of Distribution Line facilities will be installed by the Applicant in accordance with Rule 15.
9. **Rights-of-Way.** Rights-of-way or easements may be required by the Service Facilities on Applicant's property to serve only Applicant.
  - a. **Service Facilities.** If the Service Facilities must cross property owned by a third party to serve Applicant, the Utility may, at its option, install such Service Facilities after appropriate rights-of-way or easements, satisfactory to the Utility, are obtained without cost to the Utility; or
  - b. **Distribution Line Extensions.** If the Utility's facilities installed on Applicant's property, or third-party property, will be or are designed to serve adjacent property, then the Utility may, at its option, install its facilities under Rule 15, after appropriate rights-of-way or easements, satisfactory to the Utility, are obtained without cost to the Utility.
  - c. **Clearances.** Any necessary rights-of-way or easements for the Utility's facilities shall have provisions to maintain legal clearances from adjacent structures.
  - d. **The Customer shall exercise reasonable care to prevent the facilities of the Utility upon the premises from being damaged or destroyed, and shall not relocate or otherwise interfere with them and if, any defect is discovered, shall promptly notify the Utility.**
10. **Access to Applicant's Premises.** The Utility shall, at all times, have the right to enter and leave Applicant's Premises for any purpose connected with the furnishing of electric service (Meter reading, inspection, testing, routine repairs, replacement, maintenance, emergency work, etc.) and the exercise of any and all rights secured to it by law, or under the Utility's Tariff Schedules. These rights include, but are not limited to:
  - a. **The use of a Utility-approved locking device, if Applicant desires to prevent unauthorized access to the Utility's facilities;**
  - b. **Safe and ready access for Utility personnel free from unrestrained animals;**



- c. Unobstructed ready access for the Utility's vehicles and equipment to install, remove, repair, or maintain its facilities;
    - d. Removal of any and all of its property installed on Applicant's Premises after the termination of service.
  - 11. Service Connections. Only personnel duly authorized by the Utility are allowed to connect or disconnect service conductors to or from the Utility's Distribution Lines, remove Meters unless otherwise allowed pursuant to Utility Tariff Schedules, remove Utility-owned Service Facilities, or perform any work upon Utility-owned existing facilities.
  - 12. Due to the long lead time for engineering, material acquisition, crew scheduling and construction, application for service must be made as far in advance as possible. After receipt of fees, service charges and deposits and clearance from the inspection agency having jurisdiction, the Utility shall endeavor to complete within a reasonable time the inspection and approval of the necessary facilities installed by the Applicant. However, the Utility shall not be liable for any delays encountered in completing the installed facilities..
  - 13. If, for any reason of the Applicant, installation of a service cannot be accomplished during standard working hours, the Applicant shall pay in advance the estimated cost of the Utility overtime, to the extent that it exceeds any costs included in other Applicant charges.
  - 14. The Applicant shall be obligated to provide facilities adequate to serve only the load initially specified and connected, regardless of the rating of the service equipment, service switch or breaker. Increased loads will be considered as new installations and the Customer shall pay the net cost of any changes required in the Utility facilities in accordance with and may be required to make specified changes in the services facilities or equipment to accommodate the increased load or the type of service to be supplied by the Utility.
- B. Metering Facilities.
- 1. General.
    - a. Meter All Usage. Delivery of all electric power and energy will be metered, unless otherwise provided for by the Utility's Tariff Schedules or by other applicable laws.
    - b. Meter Location. All Meters and associated metering equipment shall be located at some protected location on Applicant's Premises as approved by the Utility.



2. Number of Meters. Normally only one Meter will be installed for a single-family residence or a single non-residential enterprise on a single Premises, except:
  - a. When otherwise required or allowed under the Utility's Tariff Schedules.
  - b. At the option of and as determined by the Utility, for its operating convenience, consistent with its engineering design; or
  - c. When required by law or local ordinance;
  - d. When additional services are granted by the Utility.

A single Meter is required for each single enterprise operating in one building or group of buildings or other development on a single Premises such as, but not limited to, a commercial business, school campus, industrial manufacturer, or recreational vehicle park, unless otherwise approved by the Utility.

3. Multiple Occupancy. In a building with two or more tenants, or where more than one Meter is furnished on the same Premises, the Meters normally shall be grouped at one central location, or as otherwise specified by the Utility, and each Meter position or socket shall be clearly and permanently marked by Applicant, Customer, or owner of the Premises to indicate the particular unit, occupancy, or load supplied by it.
  - a. Residential. For revenue billing, electric service shall be individually metered to every Residential Unit in a residential building or group of buildings or other development with multiple tenants such as, but not limited to, apartment buildings, mobile home parks, etc., except as may be specified in Rule 18 and applicable Rate Schedules.
  - b. Non-residential. For revenue billing, electric service shall be individually metered to each tenant in a non-residential building or group of buildings or other development on a single Premises with multiple tenants or enterprises (such as, but not limited to, an office building or shopping center complex). Alternative metering arrangements as determined by the Utility may be allowed only as specified in Rule 18 and applicable Rate Schedules.

C. Service Extensions.

1. General Location. The location of the Service Extension shall extend:
  - a. Public Right-of-way Area: From the point of connection at the Distribution Line to Applicant's nearest property line abutting upon any



- street, highway, road, or right-of-way, along which it already has, or will install distribution facilities; and
- b. Private Party: On private property, along the shortest, most practical and available route (clear of obstructions) as necessary to reach a Service Delivery Point designated by the Utility.
2. Number of Service Extensions. The Utility will not normally provide more than one Service Extension, including associated facilities, either overhead or underground for any one building or group of buildings, for a single enterprise on a single Premises, except:
- a. Tariff Schedules. Where otherwise allowed or required under the Utility's Tariff Schedules; or
  - b. Utility Convenience. At the option of and as determined by the Utility, for its operating convenience, consistent with its engineering design for different voltage and phase classification, or when replacing an existing service; or
  - c. Ordinance. Where required by City of Corona ordinance or other applicable law, for such things as fire pumps, fire alarm systems, etc.
  - d. Other. The Utility may charge for additional services provided under this paragraph, as Special or Added Facilities.
3. Underground Installations. Underground Service Extensions will be installed:
- a. Underground Required. Underground Service Extensions (1) shall be installed where required to comply with applicable Tariff Schedules, laws, City of Corona ordinances, or similar requirements of governmental authorities having jurisdiction, and (2) may be necessary as determined by the Utility where Applicant's load requires a separate transformer installation of 300 kVa or greater.
  - b. Underground Optional. An underground Service Extension may be installed in an area where it is not otherwise required and when requested by Applicant and agreed upon by the Utility.
4. Overhead Installations. Overhead Service Extensions are permitted except under the circumstances specified in Section C.3.a above.
5. Unusual Site Conditions. In cases where Applicant's building is located a considerable distance from the available Distribution Line or where there is an obstruction or other deterrent obstacle or hazard such as plowed land, ditches, or



inaccessible security areas between the Utility's Distribution Line and Applicant's building or facility to be served that would prevent the Utility from prudently installing, owning, and maintaining its Service Facilities, the Utility may at its discretion, waive the normal Service Delivery Point location. In such cases, the Service Delivery Point will be at such other location on Applicant's property as may be mutually agreed upon; or, alternatively, the Service Delivery Point may be located at or near Applicant's property line as close as practical to the available Distribution Line.

D. Responsibilities for New Service Extensions.

1. Applicant Responsibility. In accordance with the Utility's design, specifications, and requirements for the installation of Service Extensions, subject to the Utility's inspection and approval, Applicant is responsible for:
  - a. Service Extensions.
    - (1) Clear Route. Providing (or paying for) a route on any private property that is clear of obstructions which would inhibit the construction of either underground or overhead Service Extensions.
    - (2) Excavation. All necessary Trenching, backfilling, and other digging as required including permit fees.
    - (3) Conduit and Substructures.
      - (a) Furnishing, installing, owning, and maintaining all Conduits (including pull ropes) and Substructures on Applicant's Premises.
      - (b) Installing (or paying for) any Conduits and Substructures in Utility's Franchise Area (or rights-of-way, if applicable) as necessary to install the Service Extension.
      - (c) Conveying ownership to the Utility upon its acceptance of those Conduits and Substructures not on Applicant's Premises.
    - (4) Protective Structures. Furnishing, installing, owning, and maintaining all necessary Protective Structures as specified by the Utility for Utility's facilities on Applicant's Premises.



- (5) Furnishing and installing all cables, transformers, electrical apparatus and terminating all required components to provide a complete, safe and reliable electrical service extension.
- b. Applicant's Facility Design and Operation. Applicant shall be solely responsible to plan, design, install, own, maintain, and operate facilities and equipment beyond the Service Delivery Point (except for Utility-owned metering facilities) in order to properly receive and utilize the type of electric service available from the Utility. Refer to Rule 2 for a description, among other things, of:
- (1) Available service delivery voltages and the technical requirements and conditions to qualify for them;
  - (2) Customer utilization voltages;
  - (3) Load balancing requirements;
  - (4) Requirements for installing electrical protective devices;
  - (5) Loads that may cause service interference to others; and
  - (6) Motor starting limitations.
- c. Required Service Equipment. Applicant shall, at its sole liability, risk, and expense, be responsible to furnish, install, own, maintain, inspect, and keep in good and safe condition, all facilities of any kind or character on Applicant's Premises that are not the responsibility of the Utility but are required by the Utility for Applicant to receive service. Such facilities shall include but are not limited to the overhead or underground termination equipment, Conduits, service entrance conductors from the Service Delivery Point to the location of the Utility's metering facilities, connectors, Meter sockets, Meter and instrument transformer housing, service switches, circuit breakers, fuses, relays, wire ways, metered conductors, machinery and apparatus of any kind or character. Detailed information on the Utility's service equipment requirements will be furnished by the Utility.
- d. Coordination of Electrical Protective Devices. When, as determined by the Utility, Applicant's load is of sufficient size as to require coordination of response time characteristics between Applicant's electrical protective devices (circuit breakers, fuses, relays, etc.) and those of the Utility, it shall be Applicant's responsibility to provide such coordination in accordance with Rule 2.



- e. **Liability.** The Utility shall incur no liability whatsoever, for any damage, loss or injury occasioned by:
  - (1) Applicant-owned equipment or Applicant's transmission and delivery of energy; or
  - (2) The negligence, omission of proper protective devices, want of proper care, or wrongful act of Applicant, or any agents, employees, or licensees of Applicant, on the part of Applicant in installing, maintaining, using, operating, or interfering with any such conductors, lines, machinery, or apparatus.
- f. **Facility Tampering.** Applicant shall provide a suitable means acceptable to the Utility for placing its seals on Meter rings and covers of service enclosures and instrument transformer enclosures which protect unmetered energized conductors installed by Applicant. All Utility-owned Meters and enclosure covers will be sealed only by the Utility's authorized employees and such seals shall be broken only by the Utility's authorized employees. However, in an emergency, the Utility may allow a public authority or other appropriate party to break the seal. Any unauthorized tampering with Utility-owned seals or connection of Applicant-owned facilities to unmetered conductors at any time is prohibited and is subject to the provisions of Rule 11 for Unauthorized Use.
- g. **Transformer Installations on Applicant's Premises.** Transformer installations on Applicant's Premises shall be as specified by the Utility and in accordance with the following applicable provisions:
  - (1) **Space for Transformers.** Applicant shall provide space on Applicant's Premises at a location approved by the Utility for a standard transformer installation including any necessary switches, capacitors, and electric protective equipment where required if
    - (a) in an overhead area, the Utility determines that the load to be served is such that a separate transformer installation, or
    - (b) if the Utility determines that the installation of a pad mounted or subsurface transformer of any size is required on Applicant's Premises to serve only Applicant.
  - (2) **Pad Mounted Equipment.** In the Applicant's standard installation, Applicant shall furnish, install, own, and maintain, at its expense, Substructures and any required Protective Structures as specified by the Utility for the proper installation of the transformer, switches, capacitors, etc., as determined by the Utility.



- (3) **Single Utility-Owned Customer Substation.** When the Utility elects for its operating convenience to supply Applicant from a transmission line and install a Utility-owned substation on Applicant's Premises, Applicant shall furnish, install, own and maintain at its expense the necessary site improvements as specified by the Utility for the proper installation of the transformer. Such improvements shall include but are not limited to a concrete pad or foundation, grounding system, fences and gates, access road, grading, and paving as required, etc. Detailed information on the Utility's requirements for a single Customer substation will be furnished by the Utility.
- (4) **Transformer Room or Vault.** Where Applicant requests and the Utility approves the installation of the transformer(s) in a vault or room on Applicant's Premises, rather than the Utility's standard pad mounted installation:
  - (a) The room or vault on Applicant's Premises shall be furnished, installed, owned, and maintained by Applicant and shall meet the Utility's specifications for such things as access, ventilation, drainage, grounding system, etc.
  - (b) If space cannot be provided on Applicant's Premises for the installation of a transformer on either a pad or in a room or vault, a vault will be installed at Applicant's expense in the street near the property line. It shall be Applicant's responsibility to install (or pay for) such vault if not restricted by governmental authority having jurisdiction, and Applicant shall convey ownership of the vault to the Utility upon its acceptance. The additional facilities shall be treated as Special or Added Facilities under the provisions of Rule 2.
  - (c) If the Applicant's installed cost for the transformer in the room or vault is more costly than the standard pad mounted transformer installation, the additional costs shall be paid by Applicant.
- (5) **Transformer Lifting Requirements.** Where the Applicant has installed or agrees to install, transformers at locations where the Applicant cannot use its standard transformer lifting equipment and special lifting facilities are required to install or remove the transformers on Applicant's Premises, Applicant shall, at its expense, (a) furnish, install, own, and maintain permanent lifting facilities and be responsible for lifting the transformer to and from



its permanent position, or (b) provide (or pay for) portable lifting facilities acceptable to the Utility for installing or removing the transformers. Rights-of-way and space provisions shall be provided by Applicant such that access and required clearances from adjacent structures can be maintained.

- (6) Overhead Transformers. In remote areas or in areas not zoned for residential or commercial use or for underground services, pad mounted transformers are preferred for installation on Applicant's Premises; however, where the Utility determines that it is not practical to install a transformer on a pad, in a room or vault, the Applicant may furnish a pole-type structure for an installation not exceeding 500 kVA.

- h. Building Code Requirements. Any service equipment and other related equipment owned by Applicant, as well as any vault, room, enclosure, or lifting facilities for the installation of transformers shall conform with applicable laws, codes, and ordinances of all governmental authorities having jurisdiction.
- i. Reasonable Care. Applicant shall exercise reasonable care to prevent the Utility's Service Extension, other Utility facilities, and Meters owned by the Utility or others on the Applicant's Premises from being damaged or destroyed, and shall refrain from interfering with the Utility's operation of the facilities and shall notify the Utility of any obvious defect. Applicant may be required to provide and install suitable mechanical protection (barrier posts, etc.) as required by the Utility.

2. Utility Responsibility.

- a. Service, Meter and Transformers. The Utility will operate, own, and maintain the following Service Facilities as applicable after Applicant meets all requirements to receive service:
  - (1) Underground Service. A set of service conductors to supply Permanent Service from the Distribution Line source to the Service Delivery Point approved by the Utility.
  - (2) Riser Materials. Any necessary pole riser material for connecting underground services to an overhead Distribution Line.
  - (3) Overhead Service. A set of overhead service conductors and support poles to supply permanent service from a Distribution Line source to a suitable support at the Service Delivery Point approved by the Utility. Such support shall be of a type and located such



that service wires may be installed in accordance with good engineering practice and in compliance with all applicable laws, ordinances, rules, and regulations including those governing clearances and points of attachment.

(4) Metering. When the Meter is owned by the Utility, the Utility will be responsible for the necessary instrument transformers where required, test facilities, Meters, associated metering equipment, and the metering enclosures when the Utility elects to locate metering equipment at a point that is not accessible to Applicant.

(5) Transformer. The transformer where required, including any necessary switches, capacitors, electrical protective equipment, etc. When either a pad mounted or overhead transformer is installed on Applicant's Premises, the Service Extension shall include the primary conductors from the connection point at the distribution supply line to the transformer and the secondary conductors, if any, from the transformer to the Service Delivery Point.

b. Special Conduit Installations. The Utility shall own and maintain service Conduits only if: (1) they are located in the same trench with distribution facilities, and (2) when it is necessary to locate Conduits on property other than that owned by Applicant, as determined by the Utility, or as may be required by local authorities.

c. Government Inspection. The Utility will establish electric service to Applicant following notice from the governmental authority having jurisdiction that the Applicant-owned facilities have been installed and inspected in accordance with any applicable laws, codes, ordinances, rules, or regulations, and are safe to energize.

d. Applicant-Performed Work. The Applicant shall install that portion of the new Service Extension in accordance with the same provisions outlined in Rule 15.

E. Payments by Applicant.

1. Payments. Applicant is responsible to pay the Utility the following costs as applicable under this rule and in advance of the Applicant commencing its work:

a. All Plan Check Fees.



- b. All Inspection Fees.
- c. All Temporary Power Fees.

F. Existing Service Facilities.

1. Service Reinforcement.

- a. Utility Owned. When the Utility determines that its existing Service Facilities require replacement, the existing Service Facilities shall be replaced as a new Service Extension under the provisions of this rule.
- b. Applicant-Owned. When the Utility determines that existing Applicant-owned Service Facilities (installed under a prior rule) require replacement, such replacement shall be accomplished under the provisions for a new Service Extension, except that if the Utility determines that any portion of Applicant's existing service conductors can be utilized by the Utility, Applicant will convey any such usable part to the Utility.

Applicant will replace or reinforce that portion of the Service Extension which Applicant will continue to own under the provisions of this rule for new services.

2. Service Relocation or Rearrangement.

- a. Utility Convenience. When, in the judgment of the Utility, the relocation or rearrangement of a service, including Utility-owned transformers, is necessary for the maintenance of adequate service or for the operating convenience of the Utility, the Utility normally will perform such work at its own expense, except as provided in Sections F.2.b. and F.5.
- b. Applicant Convenience. Any relocation or rearrangement of the Utility's existing Service Facilities at the request of Applicant (aesthetics, building additions, remodeling, etc.) and agreed upon by the Utility shall be performed in accordance with Section D above except that Applicant shall pay the Utility its total estimated costs.

In all instances, the Utility shall abandon or remove its existing facilities, at the option of the Utility, rendered idle by the relocation or rearrangement.

3. Impaired Access and Clearances. Whenever the Utility determines that:

- a. Access. Its existing Service Facilities have become inaccessible for inspecting, operating, maintenance, Meter reading, or testing; or



- b. Clearances. A hazardous condition exists or any of the required clearances between the existing Service Facilities and any object becomes impaired under any applicable laws, ordinances, Rules, or regulations of the Utility or other public authorities, then the following applies.
  - c. Corrective Action. Applicant or owner shall, at Applicant's or owner's expense, either correct the access or clearance infractions to relocate its facilities to a new location which is acceptable to the Utility. Applicant or owner shall also be responsible for the expense to relocate any equipment which Applicant owns and maintains. Failure to comply with corrective measures within a reasonable time may result in discontinuance of service.
- 4. Overhead to Underground Service Conversions.
  - a. Where an existing overhead Distribution Line is replaced by an underground Distribution System, new underground services will be installed under Rule 16.
  - b. Applicant Convenience Where overhead services are replaced by underground services for Applicant's convenience, Applicant shall perform all Excavation, furnish and install all Substructures, and pay the total cost to complete the new service and remove the overhead facilities.
- 5. Damaged Facilities. When the Utility's facilities are damaged by others, the repair will be made by the Utility at the expense of the party responsible for the damage. Applicants are responsible for repairing their own facilities.
- 6. Subdivision of Premises. When the Utility's Service Facilities are located on private property and such private property is subsequently subdivided into separate Premises with ownership divested to other than Applicant or Customer, the subdivider is required to provide the Utility with adequate rights-of-way satisfactory to the Utility for its existing facilities and to notify property owners of the subdivided Premises of the existence of the rights-of-way.

When adequate rights-of-way are not granted as a result of the property subdivision, the Utility shall have the right, upon written notice to Applicant, to discontinue service without obligation or liability. The existing owner, Applicant, or Customer shall pay to the Utility the total estimated cost of any required relocation or removal of the Utility's facilities. A new electric service will be re-established in accordance with the provisions of Section D above for new service and the provisions of any other applicable Utility Rules.



G. Definitions for Rule 16.

**Applicant:** A person or agency requesting the Utility to supply electric service.

**Customer:** The person in whose name service is rendered as evidenced by the signature on the Application, contract, or agreement for that service or, in the absence of a signed instrument, by the receipt and payment of bills or Summary Bills regularly issued in his or her name regardless of the identity of the actual user of the service. A Customer may also be a party with whom the Utility is doing business with or without a billing relationship.

**Conduit:** Ducts, pipes, or tubes of certain metals, plastics or other materials acceptable to the Utility (including pull wires and concrete encasement where required) for the installation and protection of electric wires and cables.

**Distribution Lines:** The Utility's overhead and underground facilities which are operated at distribution voltages as set forth in the Utility's Rule 2 and which are designed to supply two (2) or more services.

**Excavation:** All necessary Trenching, backfilling, and other digging as required to install Service Extensions including furnishing of any imported backfill material, concrete encasement to protect conduit, and disposal of spoil as required, surface repair and replacement, landscape repair and replacement.

**Meter:** The instrument used for measuring the electricity delivered to the Customer.

**Permanent Service:** Service which, in the opinion of the Utility, is of a permanent and established character. This may be continuous, intermittent, or seasonal in nature.

**Premises:** All of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway or public thoroughfare or a railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the Premises served.

**Protective Structures:** Fences, retaining walls (in lieu of grading), sound barriers, posts, barricades and other structures as required by the Utility.

**Residential Unit:** A residential dwelling unit consisting of a room or group of rooms which do not qualify as single-family dwellings. Residential units may be used as permanent primary dwellings, as transient tenant accommodations, and by organizations or groups of persons. When such unit is used by a transient tenant, an organization, or a group of persons, use shall be non-domestic service.



**Service Delivery Point:** Where the Utility's Service Facilities are connected to either Applicant's conductors or other service termination facility designated and approved by the Utility.

**Service Extension:** The overhead and underground primary or secondary facilities (including, but not limited to Utility-owned Service Facilities and Applicant-owned service facilities) extending from the point of connection at the Distribution Line to the Service Delivery Point. When an underground Service Extension is supplied from a Utility-designated overhead pole, the beginning point of connection to the Utility's Distribution Line shall be where the Service Extension is connected to the Utility's overhead Distribution Line conductors.

**Substructures:** The surface and subsurface structures which are necessary to contain or support the Utility's electric facilities. This includes but is not limited to splice boxes, Pull Boxes, equipment vaults and enclosures, foundations or pads for surface-mounted equipment.

**Temporary Service:** Service for enterprises or activities which are temporary in character or where it is known in advance that service will be of limited duration. Service, which in the opinion of the Utility, is for operations of a speculative character or the permanency of which has not been established, also is considered Temporary Service.

**Trenching:** See Excavation.



## **Rule 17**

### **Adjustment of Bills and Meter Tests**

**A. General.**

Estimated Usage: When regular, accurate Meter readings are not available or the electric usage has not been accurately measured, Utility may estimate the Customer's energy usage for billing purposes on the basis of information including, but not limited to, the physical condition of the metering equipment, available Meter readings, records of historical use, and the general characteristics of the Customer's load and operation.

**B. Meter Tests.**

1. Prior to Installation. Every Meter will be tested at or prior to the time of installation, and no Meter will be placed in service if found to register more than one percent (1%) fast or one percent (1%) slow.
2. On Customer Request. A Customer may, on notice of not less than one week, require the Utility to test the Meter for the Customer's service.

No charge will be made for such test, but should a Customer demand a test within four (4) months after installation or more often than once in six (6) months, a deposit will be required to cover the cost of the test. This deposit will be returned if the Meter is found to register more than two percent (2%) fast or two percent (2%) slow. The amount of the deposit will be dependent on the type of Meter to be tested.

A Customer shall have the right to require the Utility to conduct the test in the Customer's presence or in the presence of an expert or other representative appointed by the Customer. The results of the test will be furnished to the Customer within a reasonable time after completion of the test.

**C. Adjustment of Bills for Meter Error.**

A Meter Error is incorrect kilowatt-hour, kilovar-hour, or demand registration resulting from a malfunctioning or defective Meter. It does not include Billing Error, Unauthorized Use, or an error in registration caused by Meter tampering by an unauthorized person. It also does not include conditions such as grounds, shorts, incorrect Meter readings, Meter dial-overs, improper load wiring (including other Customers' circuits connected to the wiring), accounting errors, switched Meters, improper Customer wiring, blown fuse in one energized conductor, or incorrect Meter sizing.

Where, as the result of a Meter test, a Meter is found to be non-registering or incorrectly registering, Utility may render an adjusted bill to the Customer for the amount of the



undercharge, and shall issue a refund or credit to the Customer for the amount of the overcharge, computed back to the date that Utility determines the Meter Error commenced, except that the period of adjustment shall not exceed three (3) years. Such adjusted bill shall be computed in accordance with the following:

1. Fast Meters. When any Meter is tested and found to be registering more than two percent (2%) fast, the Utility will refund to the Customer the amount of the overcharge, based on corrected Meter readings or Utility's estimate of the energy usage either for the known period of Meter Error or, if the period of error is not known, for the period during which the Meter was in use, not to exceed three (3) months.
2. Slow Meters. If a Meter for residential service is found to be registering more than twenty-five percent (25%) slow, or any Meter for other class of service is found to be registering more than two percent (2%) slow, Utility may bill the Customer for the amount of the undercharge based on corrected Meter readings or Utility estimate of the energy usage either for the known period of Meter Error or, if the period of Meter Error is not known for the period the Meter was in use, not exceeding three (3) months in the case of a residential service to a Utility-metered Single-Family Dwelling or Accommodation as defined in Rule 1 and three (3) years for all other services.
3. Non-registering Meters. When any Meter is tested and found to be non-registering, the Utility may bill the Customer for the estimate of electricity consumed but not registered, not exceeding three (3) months in the case of residential service to a Utility-metered Single-Family Dwelling or Accommodation as defined in Rule 1 and three (3) years for all other service. Bills for this purpose will be estimated by the Utility.

D. Adjustment of Bills for Billing Error.

A Billing Error is an error by Utility which results in incorrect billing charges to the Customer. Billing Errors may include incorrect Meter reads or clerical errors by a Utility representative such as applying the wrong rate, wrong billing factor, or an incorrect calculation. Billing Error does not include a Meter Error or Unauthorized Use, nor any error in billing resulting from Meter dial over caused by other than Utility; switched or mismarked Meters by other than Utility; improper Customer wiring; blown fuse in one energized conductor; inaccessible Meter; failure of the Customer to notify Utility of changes in the Customer's equipment or operation; or failure of the Customer to take advantage of a rate or condition of service or which the Customer is eligible.

Where Utility overcharges or undercharges a Customer as the result of a Billing Error, Utility may render an adjusted bill for the amount of the undercharge, and shall issue a refund or credit to the Customer for the amount of the overcharge for the period of the billing error, but not exceeding three (3) years in the case of an overcharge, and, in the



case of an undercharge, not exceeding three (3) months for residential service to a Utility-metered Single-Family Dwelling or Accommodation as defined in Rule 1 and three (3) years for all other service.

1. The Utility is authorized to refund a credit balance.

E. Adjustment of Bills for Unauthorized Use.

Unauthorized Use is the use of energy in noncompliance with Utility's tariffs or applicable law. It includes, but is not limited to Meter tampering, unauthorized connection or reconnection, theft, fraud, intentional use of energy whereby Utility is denied full compensation for electric service provided.

Where the Utility determines that there has been Unauthorized Use of electric service, Utility may bill the Customer for Utility's estimate of such Unauthorized Use. However, such estimated bill shall indicate Unauthorized Use for the most recent three (3) years and, separately, Unauthorized Use beyond the three-year period for collection as provided by law.

Nothing in this Rule shall be interpreted as limiting Utility's rights under any provision of any applicable law.

1. Actual Usage.

If accurate Meter readings from a remote check Meter are available for the Unauthorized Use period, they will be used for billing purposes.

2. Estimated Usage.

If the electric usage has not been accurately measured, Utility may estimate the energy usage for billing purposes. The basis for the estimate may include, without limitation, the physical condition of the Metering equipment, available Meter readings, records of historical use, or the general characteristics of the load and operation of the Customer or person being billed, with consideration of any appropriate seasonal adjustment.

Estimated bills for the Unauthorized Use period may be determined by Utility based on one or more of the following, without limitation:

- a. Accurately-metered use from a remote check Meter during the Unauthorized Use period;
- b. The known percent error in metering attributable to the Unauthorized Use;
- c. Accurately-metered use prior to the onset of the Unauthorized Use;



- d. The equipment and hours of operation of the Customer or person being billed;
- e. Accurately-measured subsequent use of thirty (30) days or more (if available);
- f. Annual use profile of at least five (5) Customers with similar Connected Load, Premises load profiles, hours or energy use, etc. (percent of annual use); or
- g. Other reasonable and supportable billing methodology when none of the aforementioned billing techniques are appropriate under the circumstances.

3. Recovery of Associated Costs.

Utility may recover from the Customer the associated costs resulting from the Unauthorized Use including both investigative and equipment damage costs. Investigative costs include time and material spent for investigation, bookkeeping, film and film development, and other costs of gathering evidence. Equipment damage costs include the cost of replacing the Utility-owned equipment damaged by the Customer.

4. Discontinuance of Service.

In accordance with the provisions of Rule 11, where Utility determines Unauthorized Use is occurring, Utility may refuse or discontinue service without further notice.

If any part of the Customer's wiring or any other equipment, or the use thereof, is determined by Utility or any other authorized public agency to be unsafe or in violation of applicable laws, ordinances, rules or regulations of public authorities, or is in such condition as to endanger Utility Service Facilities, Utility may discontinue service without further notice.

Utility may also discontinue service in accordance with the provisions of its tariffs, for nonpayment of a delinquent billing for Unauthorized Use and for associated costs, including nonpayment under an amortization agreement.

F. Limitation on Adjustment of Bills for Energy Use.

For any error in billing not defined as Billing Error, Meter Error, or Unauthorized Use, Utility is not required to adjust the bill. However, any billing adjustment not specifically covered in the tariffs for an undercharge or overcharge shall not exceed three (3) years.



## **Rule 18**

### **Supply to Premises and Resale**

**A. Separate Metering.**

Separate Premises will not be supplied through the same Meter, nor will the electric loads of such separately metered Premises be aggregated physically, electronically or otherwise except as may be specifically provided for in the Rate Schedule.

**B. Other Uses or Premises.**

A Customer shall not use electricity received from the Utility upon other Premises, except for Utility's operating convenience, nor for other purposes than those specified in the Customer's Application or in the Rate Schedule applied.

**C. Customer with Multiple Service Accounts/Meters at a Single Premises.**

When a Customer (single enterprise) occupies a single Premises with multiple service accounts/Meters, the readings of such Meters shall not be combined for billing purposes except as provided for in Rule 9. However, if the Customer physically aggregates the electric loads of such multiple service accounts/Meters into a single service account (master-Meter), the account will be provided service under an applicable Rate Schedule.

**D. Use by Others.**

A Customer shall not charge for electricity received from the Utility and used by any other person, except:

1. Where the charge to tenants is absorbed in the rental for the premises of space occupied; or
2. Where the charge to domestic or non-domestic tenants is absorbed in the rental for the Premises or space occupied, is not separately identified, and does not vary with electrical usage;
3. Where the Customer is the owner, lessee, or operator of a multifamily accommodation and electricity is submetered and resold to tenants at the same rates that the Utility would charge for the service if supplied directly. In such cases, the owner, lessee, or operator shall furnish, install, maintain, and test the submeters. This electrical usage applies only to the single-family dwelling and excludes other electrical usage, such as swimming pools, recreation rooms, or laundry facilities which are used in common by tenants; or



4. As provided in Section E below.

All energy use, including use by others, supplied through a single Utility Meter is the responsibility of the Customer of record.

E. Resale of Electricity.

Resale of electricity or submetering of electricity for the purpose of resale is prohibited, except as provided for under Section D.3 above.

Violation of any provision of this Rule shall result in discontinuance of electricity or refusal to provide service, in accordance with Rule 11.



**Rule 19**  
**Reserve for Future Use**



**Rule 20**  
**Reserve for Future Use**



## **Rule 21**

### **Generating Facility Interconnection**

#### **A. APPLICABILITY**

**Applicability:** This Rule describes the Interconnection, operating and Metering requirements for Generating Facilities to be connected to Corona Department of Water & Power's Electric Utility (CDWP) Distribution System. Subject to the requirements of this Rule, CDWP will allow the Interconnection of Generating Facilities with its Distribution System.

**Definitions:** Capitalized terms used in this Rule, and not defined in CDWP's other rules, shall have the meaning ascribed to such terms in Section H of this Rule. The definitions set forth in Section H of this Rule shall only apply to this Rule and may not apply to CDWP's other rules.

**Consistent with IEEE 1547:** This rule has been revised to be consistent with the requirements of ANSI/IEEE1 1547-2003 *Standard for Interconnecting Distributed Resources with Electric Power Systems* (IEEE 1547). In some cases, IEEE 1547 language has been adopted directly, in others, IEEE 1547 requirements were interpreted, and this rule's language was changed to maintain the spirit of both documents.

Language from IEEE 1547 that has been adopted directly (as opposed to paraphrased language or previous language that was determined to be consistent with IEEE 1547) is followed by a citation that lists the Clause from which the language derived. For example, IEEE 1547-4.1.1 is a reference to Clause 4.1.1.

In the event of any conflict between this rule and any of the standards listed herein, the requirements of this rule shall take precedence.

#### **B. GENERAL RULES, RIGHTS AND OBLIGATIONS**

1. **AUTHORIZATION REQUIRED TO OPERATE:** A Producer must comply with this Rule and receive CDWP's express written permission before Parallel Operation of its Generating Facility with CDWP's Distribution System. CDWP shall apply this Rule in a non-discriminatory manner and shall not unreasonably withhold its permission for Parallel Operation of Producer's Generating Facility with CDWP's Distribution System.
2. **NO SEPARATE AGREEMENTS REQUIRED FOR OTHER SERVICES:** A Producer requiring other electric services from CDWP including, but not limited to, Distribution Service during periods of curtailment or interruption of the Producer's Generating Facility, will comply with these Rules and agrees to abide by all requirements as set forth by CDWP for such services in accordance with CDWP's City Council-approved rules.
3. **SERVICE NOT PROVIDED WITH INTERCONNECTION:** Interconnection with CDWP's Distribution System under this Rule does not provide a Producer any rights to utilize CDWP's System for the transmission, distribution, or wheeling of electric power.



4. **COMPLIANCE WITH LAWS, RULES AND TARIFF SCHEDULES:** A Producer shall ascertain and comply with applicable City Council-approved rules of CDWP; applicable Federal Energy Regulatory Commission (FERC) approved rules, rules and regulations; and any local, state or federal law, statute or regulation which applies to the design, siting, construction, installation, operation, or any other aspect of the Producer's Generating Facility and Interconnection Facilities.
5. **DESIGN REVIEWS AND INSPECTIONS:** CDWP shall have the right to review the design of a Producer's Generating and/or Interconnection Facilities and to inspect a Producer's Generating and/or Interconnection Facilities prior to the commencement of Parallel Operation with CDWP's Distribution System. CDWP may require a Producer to make modifications as necessary to comply with the requirements of this Rule. CDWP's review and authorization for Parallel Operation shall not be construed as confirming or endorsing the Producer's design or as warranting the Generating and/or Interconnection Facilities' safety, durability, or reliability. CDWP shall not, by reason of such review or lack of review, be responsible for the strength, adequacy, or capacity of such equipment.
6. **RIGHT TO ACCESS:** A Producer's Generating Facility and/or Interconnection Facilities shall be reasonably accessible to CDWP personnel as necessary for CDWP to perform its duties and exercise its rights under its rules approved by the City Council, and any Interconnection requirements of CDWP.
7. **CONFIDENTIALITY OF INFORMATION:** Any information pertaining to Generating and/or Interconnection Facilities provided to CDWP by a Producer shall be treated by CDWP in a confidential manner. CDWP shall not use information contained in the Application to propose discounted rates to the customer unless authorized to do so by the Customer or the information is provided to CDWP by the Customer through other means.
8. **PRUDENT OPERATION AND MAINTENANCE REQUIRED:** A Producer shall operate and maintain its Generating Facility and Interconnection Facilities in accordance with Prudent Electrical Practices and shall maintain compliance with this Rule.
9. **CURTAILMENT AND DISCONNECTION:** CDWP may limit the operation or disconnect or require the disconnection of a Producer's Generating Facility from CDWP's Distribution System at any time, with or without notice, in the event of an Emergency, or to correct Unsafe Operating Conditions. CDWP may also limit the operation or disconnect or require the disconnection of a Producer's Generating Facility from CDWP's Distribution System upon the provision of reasonable written notice: 1) to allow for routine maintenance, repairs or modifications to CDWP's Distribution System; 2) upon CDWP's determination that a Producer's Generating Facility is not in compliance with this Rule; or 3) upon failure of Producer to meet the requirements of CDWP. Upon the Producer's written request, CDWP shall provide a written explanation of the reason for such curtailment or disconnection.

## **C. APPLICATION AND INTERCONNECTION PROCESS**

### **1. APPLICATION PROCESS**

- a. **Applicant Initiates Contact with CDWP:** Upon request, CDWP will provide information and documents (such as requirements, Application, technical information, listing of



Certified Equipment, Initial and Supplemental Review deposit information, applicable tariff schedules and Metering requirements and Rules) to a potential Applicant. Unless otherwise agreed upon, all such information shall normally be sent to an Applicant within three (3) business days following the initial request from the Applicant. CDWP will establish an individual representative as the single point of contact for the Applicant but may allocate responsibilities among its staff to best coordinate the Interconnection of an Applicant's Generating Facility.

- b. Applicant Completes an Application: All Applicants shall complete and file an Application and supply any relevant additional information requested by CDWP. When applicable per Table C.1, an \$2,000 Initial Review deposit shall be included with the Application.
  - 1) Normally, within 10 business days of receiving the Application, CDWP shall acknowledge its receipt and state whether the Application has been completed adequately. If defects are noted, CDWP and Applicant shall cooperate in a timely manner to establish a satisfactory Application.
  - 2) The Initial Review deposit shall be waived for Net Energy Metering Applications requesting Interconnection.
  - 3) The deposit associated with the Initial Review will be returned to the Applicant if the Application is rejected by CDWP exactly as submitted or the Applicant retracts the Application.
  - 4) Applications that are over one year old (from the date of CDWP's acknowledgement) without a completed application, or a Generating Facility that has not been approved for parallel operation within one year of completion of all applicable review and/or studies are subject to cancellation by CDWP; however, CDWP may not cancel an Application if the Producer provides reasonable evidence that the project is still active.
  - 5) The applicant may propose, and CDWP may agree to reduced costs for reviewing atypical Applications, such as Applications submitted for multiple Generators, multiple sites, or otherwise as conditions warrant.
- c. CDWP Performs an Initial and Supplemental Review and Develops Preliminary Cost Estimates and Interconnection Requirements.
  - 1) Upon receipt of a satisfactorily completed Application and any additional information necessary to evaluate the Interconnection of a Generating Facility, CDWP shall perform an Initial Review using the process defined in Section I. The Initial Review determines if: (a) the Generating Facility qualifies for Simplified Interconnection; or (b) the Generating Facility requires a Supplemental Review.
  - 2) CDWP shall complete its Initial Review, absent any extraordinary circumstances, within 10 business days after its determination that the Application is complete. If the Initial Review determines the proposed Generating Facility can be Interconnected by means of a Simplified Interconnection, CDWP will provide the Applicant with an Interconnection Authorization. Upon completion of the Initial Review, the difference between



the deposit and the actual cost of the Review will be refunded or billed to the Applicant as appropriate.

- 2) If the Generating Facility does not pass the Initial Review for Simplified Interconnection as proposed, CDWP will notify the applicant and perform a Supplemental Review as described in Section I. Applicant shall pay an additional \$600 deposit for the Supplemental Review, unless the Application is withdrawn. The Supplemental Review will result in CDWP providing either: (a) Interconnection requirements beyond those for a Simplified Interconnection, and an Interconnection Authorization; or (b) a cost estimate and schedule for an Interconnection Study. The Supplemental Review shall be completed, absent any extraordinary circumstances, within 20 business days of receipt of a completed Application and fees. Upon completion of the Supplemental Review, the difference between the deposit and the actual cost of the Review will be refunded or billed to the Applicant as appropriate.

The Supplemental Review deposit shall be waived for Net Energy Metering Applications requesting Interconnection pursuant to Sections 2827, 2827.8, 2827.9, or 2827.10 of the Public Utilities Code.

- d. When Required, Applicant and CDWP Commit to Additional Interconnection Study Steps. When a Supplemental Review reveals that the proposed Generating Facility cannot be Interconnected to CDWP's Distribution System by means of a Simplified Interconnection, or that significant Interconnection Facilities installed on CDWP's system or Distribution System modifications will be needed to accommodate an Applicant's Generating Facility, CDWP and Applicant shall enter into an agreement that provides for CDWP to perform additional studies, facility design, and engineering and to provide detailed cost estimates for fixed price or actual cost billing to the Applicant at the Applicant's expense. The Interconnection Study agreement shall set forth CDWP's estimated schedule and charges for completing such work. Generating Facilities eligible for Net Energy Metering under Public Utilities Code Section 2827, 2827.8, 2827.9, or 2827.10 are exempt from any costs associated with Interconnection Studies.

**Table C.1 Summary of Deposits and Exemptions**

<u>Facility Type</u>	<u>Initial Review Deposit</u>	<u>Supplemental Review Deposit</u>	<u>Interconnection Study Deposit</u>	<u>Additional Commissioning Test Verification</u>
Non-Net Energy Metering	\$2,000*	As Specified by CDWP	As Specified by CDWP	Actual cost

\* Subject to refund pursuant to Section C.1.b.3

**Table C.2 Summary of Producer Cost Responsibility for Multiple Tariff Interconnections**



<u>Existing Generator</u>	<u>New Generator</u>	<u>Initial Review Deposit</u>		<u>Supplemental Review Deposit</u>		<u>Detailed Interconnection Study Cost</u>		<u>Interconnection Facilities Cost</u>		<u>Distribution System Modifications Cost</u>	
		YES	NO	YES	NO	YES	NO	YES	NO	YES	NO
NEM	Non-NEM	X		X		X		X		Xa	
NEM	NEM		X		X		X	X			X
Non-NEM	NEM		Xb		Xb		Xb	X			Xa,b
Simultaneous NEM and Non-NEM		X		X		X		X		Xa	
a) Proration will be based upon the annual expected energy output (kWh) derived from the nameplate of the generator(s) modified by technology-specific capacity/availability factors of all NEM eligible versus non-NEM eligible generators for the costs that cannot be clearly assigned to either type of tariff.											
b) Change of operating of a non-NEM eligible generator at any time to export is treated as a simultaneous NEM and non-NEM application, resulting in associated costs being allocated to the producer.											

## 2. INTERCONNECTION PROCESS

- a. Applicant shall comply with the Interconnection Requirements as stated in this Rule. CDWP shall review with the Applicant all requirements for Interconnection and Net Energy Metering appropriate for the Applicant's Generating Facility and desired mode of operation. These requirements are detailed in Rule 21A, Interconnection Rules, Terms & Conditions. Rule 21A sets forth CDWP's and the Applicant's responsibilities, completion schedules, and fixed price or estimated costs for the required work.
- b. Where Applicable (for commercial systems greater than 1MW), CDWP or Producer Installs Required Interconnection Facilities or Modifies CDWP's Distribution System. After executing the applicable agreements, CDWP or Producer will commence construction/ installation of CDWP's Distribution System modifications or Interconnection Facilities which have been identified in the agreement and application. The parties will use good faith efforts to meet schedules and estimated costs as appropriate.
- c. Producer Arranges for and Completes Commissioning Testing of Generating Facility and Producer's Interconnection Facilities. The Producer is responsible for testing new Generating Facilities and associated Interconnection Facilities according to Section J.5 to ensure compliance with the safety and reliability provisions of this Rule prior to being operated in parallel with CDWP's Distribution System. For non-Certified Equipment, the Producer shall develop a written testing plan to be submitted to CDWP for its review and acceptance. Alternatively, the Producer and CDWP may agree to have CDWP conduct the required testing at the Producer's expense. Where applicable, the test plan shall include the installation test procedures published by the manufacturer of the generation or Interconnection equipment. Facility testing shall be conducted at a mutually agreeable time, and depending on who conducts the test, CDWP or Producer shall be given the opportunity to witness the tests.
- d. CDWP Authorizes Parallel Operation or Momentary Parallel Operation. CDWP shall authorize the Producer's Generating Facility for Parallel Operation or Momentary

Effective Date: September 1, 2021



Parallel Operation with CDWP's Distribution System, in writing, within 5 calendar days of satisfactory compliance with the terms of all applicable Rules. Compliance may include, but not be limited to, provision of any required documentation and satisfactorily completing any required inspections or tests as described herein or in the agreements formed between the Producer and CDWP. A Producer shall not commence Parallel Operation of its Generating Facility with CDWP's system unless it has received CDWP's express written permission to do so.

For Net Energy Metering Generating facilities, CDWP authorization for Parallel Operation shall normally be provided no later than 30 business days following CDWP's receipt of 1) a completed Net Energy Metering Application including all supporting documents and required payments; 2) a completed signed Net Energy Metering Interconnection Agreement; and 3) evidence of the Producer's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. If the 30-day period cannot be met, the CDWP shall notify the Applicant and the Commission.

#### **D. GENERATING FACILITY DESIGN AND OPERATING REQUIREMENTS**

This section has been revised to be consistent with the requirements of ANSI/IEEE 1547-2003 *Standard for Interconnecting Distributed Resources with Electric Power Systems* (IEEE 1547).

##### **1. General Interconnection and Protective Function Requirements**

The Protective Functions and requirements of this Rule are designed to protect CDWP's Distribution System and not the Generating Facility. A Producer shall be solely responsible for providing adequate protection for its Generating Facility and Interconnection Facilities. The Producer's Protective Functions shall not impact the operation of other Protective Functions utilized on CDWP's Distribution System in a manner that would affect CDWP's capability of providing reliable service to its Customers.

a. **Protective Functions Required:** Generating Facilities operating in parallel with CDWP's Distribution System shall be equipped with the following Protective Functions to sense abnormal conditions on CDWP's Distribution System and cause the Generating Facility to be automatically disconnected from CDWP's Distribution System or to prevent the Generating Facility from being connected to CDWP's Distribution System inappropriately:

- 1) Over and under voltage trip functions and over and under frequency trip functions;
- 2) A voltage and frequency sensing and time-delay function to prevent the Generating Facility from energizing a de-energized Distribution System circuit and to prevent the Generating Facility from reconnecting with CDWP's Distribution System unless CDWP's Distribution System service voltage and frequency is within the ANSI C84.1-1995 Table 1 Range B Voltage Range of 106V to 127V (on a 120V basis), inclusive, and a frequency range of 59.3 Hz to 60.5 Hz, inclusive, and are stable for at least 60 seconds; and
- 3) A function to prevent the Generating Facility from contributing to the formation of an Unintended Island and cease to energize the CDWP's Distribution System within two seconds of the formation of an Unintended Island.



The Generating Facility shall cease to energize CDWP's Distribution System for faults on CDWP's Distribution System circuit to which it is connected (IEEE1547-4.2.1). The Generating Facility shall cease to energize CDWP's Distribution circuit prior to re-closure by CDWP's Distribution System equipment (IEEE1547-4.2.2).

- b. Momentary Paralleling Generating Facilities. With CDWP's approval, the transfer switch or scheme used to transfer the Producer's loads from CDWP's Distribution System to Producer's Generating Facility may be used in lieu of the Protective Functions required for Parallel Operation.
- c. Suitable Equipment Required. Circuit breakers or other interrupting equipment located at the Point of Common Coupling must be Certified or "Listed" (as defined in Article 100, the Definitions Section of the National Electrical Code) as suitable for their intended application. This includes being capable of interrupting the maximum available fault current expected at their location. Producer's Generating Facility and Interconnection Facilities shall be designed so that the failure of any single device or component shall not potentially compromise the safety and reliability of CDWP's Distribution System. The Generating Facility paralleling-device shall be capable of withstanding 220% of the Interconnection Facility rated voltage (IEEE1547-4.1.8.3). The Interconnection Facility shall have the capability to withstand voltage and current surges in accordance with the environments defined in IEEE Std C62.41.2-2002 or IEEE Std C37.90.1-2002 as applicable and as described in J.3.e (IEEE1547-4.1.8.2).
- d. Visible Disconnect Required. When required by CDWP's operating practices, the Producer shall furnish and install a ganged, manually-operated isolating switch (or a comparable device mutually agreed upon by CDWP and the Producer) near the Point of Interconnection to isolate the Generating Facility from CDWP's Distribution System. The device does not have to be rated for load break nor provide over-current protection.

The device must:

- 1) allow visible verification that separation has been accomplished. (This requirement may be met by opening the enclosure to observe contact separation.)
- 2) include markings or signage that clearly indicate open and closed positions.
- 3) be capable of being reached quickly and conveniently 24 hours a day by CDWP personnel for construction, operation, maintenance, inspection, testing or reading, without obstacles or requiring those seeking access to obtain keys, special permission, or security clearances.
- 4) be capable of being locked in the open position.
- 5) be clearly marked on the submitted single line diagram and its type and location approved by the CDWP prior to installation. If the device is not adjacent to the Point of Common Coupling, permanent signage must be installed at an CDWP-approved location providing a clear description of the location of the device.



Generating Facilities with Non-Islanding inverters totaling one (1) kilovolt-ampere (kVA) or less are exempt from this requirement.

- e. Drawings Required. Prior to Parallel Operation or Momentary Parallel Operation of the Generating Facility, CDWP shall approve the Producer's Protective Function and control diagrams. Generating Facilities equipped with Protective Functions and a control scheme previously approved by CDWP for system-wide application or only Certified Equipment may satisfy this requirement by reference to previously approved drawings and diagrams.
  - f. Generating Facility Conditions Not Identified. In the event this Rule does not address the Interconnection conditions for a Particular Generating Facility, CDWP and Producer may agree upon other arrangements.
2. PREVENTION OF INTERFERENCE: The Producer shall not operate Generating or Interconnection Facilities that superimpose a voltage or current upon CDWP's Distribution System that interferes with CDWP operations, service to CDWP customers, or communication facilities. If such interference occurs, the Producer must diligently pursue and take corrective action at its own expense after being given notice and reasonable time to do so by CDWP. If the Producer does not take corrective action in a timely manner, or continues to operate the facilities causing interference without restriction or limit, CDWP may, without liability, disconnect the Producer's facilities from CDWP's Distribution System, in accordance with Section B.9 of this Rule. To eliminate undesirable interference caused by its operation, each Generating Facility shall meet the following criteria:
- a. Voltage Regulation: The Generating Facility shall not actively regulate the voltage at the Point of Common Coupling while in parallel with CDWP's Distribution System. The Generating Facility shall not cause the service voltage at other customers to go outside the requirements of ANSI C84.1-1995, Range A (IEEE1547-4.1.1).
  - b. Operating Voltage Range: The voltage ranges in Table D.1 define protective trip limits for the Protective Function and are not intended to define or imply a voltage regulation Function. Generating Facilities shall cease to energize CDWP's Distribution System within the prescribed trip time whenever the voltage at the Point of Common Coupling deviates from the allowable voltage operating range. The Protective Function shall detect and respond to voltage on all phases to which the Generating Facility is connected.
    - 1) Generating Facilities (30 kVA or less). Generating Facilities with a Gross Nameplate Rating of 30 kVA or less shall be capable of operating within the voltage range normally experienced on CDWP's Distribution System. The operating range shall be selected in a manner that minimizes nuisance tripping between 106 volts and 132 volts on a 120-volt base (88%-110% of nominal voltage). Voltage shall be detected at either the Point of Common Coupling or the Point of Interconnection.
    - 2) Generating Facilities (greater than 30 kVA). CDWP may have specific operating voltage ranges for Generating Facilities with Gross Nameplate Ratings greater than 30 kVA and may require adjustable operating voltage settings. In the absence of such requirements, the Generating Facility shall



operate at a range between 88% and 110% of the applicable interconnection voltage. Voltage shall be detected at either the Point of Common Coupling or the Point of Interconnection, with settings compensated to account for the voltage at the Point of Common Coupling, Generating Facilities that are Certified Non-Islanding or that meet one of the options of the Export Screen (Section I.3.b) may detect voltage at the Point of Interconnection without compensation.

- 3) Voltage Disturbances. Whenever CDWP's Distribution System voltage at the Point of Common Coupling varies from and remains outside normal (nominally 120 volts) for the predetermined parameters set forth in Table D-1, the Generating Facility's Protective Functions shall cause the Generator(s) to become isolated from CDWP's Distribution System:

**Table D.1 Voltage Trip Settings**

Voltage at Point of Common Coupling		Maximum Trip Time* # of Cycles	
(Assuming 120 V Base)	% of Nominal Voltage	(Assuming 60Hz Nominal)	Seconds
Less than 60 Volts	Less than 50%	10 Cycles	0.16 Seconds
	Greater than or equal to 50% but less than 88%	120 Cycles	2 Seconds
Greater than or equal to 106 volts but less than 132 volts	Greater than or equal to 88% but less than 110%	Normal Operation	
Greater than or equal to 132 volts but less than 144 volts	Greater than or equal to 110% but less than 120%	60 Cycles	1 Second
Greater than 144Volts	Greater than 120%	10 Cycles	0.16 Seconds

\* "Maximum Trip time" refers to the time between the onset of the abnormal condition and the Generating Facility ceasing to energize CDWP's Distribution System. Protective Function sensing equipment and circuits may remain connected to CDWP's Distribution System to allow sensing of electrical conditions for use by the "reconnect" feature. The purpose of the allowed time delay is to allow a Generating Facility to "ride through" short-term disturbances to avoid nuisance tripping. Set points shall not be user adjustable (though they may be field adjustable by qualified personnel). For Generating Facilities with a Gross Nameplate Rating greater than 30 kVA, set points shall be field adjustable and different voltage set points and trip times from those in Table D.1 may be negotiated with CDWP.

- c. Paralleling. The Generating Facility shall parallel with CDWP's Distribution System without causing a voltage fluctuation at the Point of Common Coupling greater than  $\pm 5\%$  of the prevailing voltage level of CDWP's Distribution System at the Point of Common Coupling and meet the flicker requirements of Section D.2.d. Section J provides technology-specific tests for evaluating the paralleling Function. (IEEE1547-4.1.3)
- d. Flicker. The Generating Facility shall not create objectionable flicker for other customers on CDWP's Distribution System. To minimize the adverse voltage effects experienced by other customers (IEEE1547-4.3.2), flicker at the Point of Common



Coupling caused by the Generating Facility should not exceed the limits defined by the "Maximum Borderline of Irritation Curve" identified in IEEE 519-1992 (IEEE Recommended Practices and Requirements for Harmonic Control in Electric Power Systems, IEEE STD 519-1992). This requirement is necessary to minimize the adverse voltage affects experienced by other customers on CDWP's Distribution System. Generators may be connected and brought up to synchronous speed (as an induction motor) provided these flicker limits are not exceeded.

- e. Integration with CDWP's Distribution System Grounding. The grounding scheme of the Generating Facility interconnection shall not cause over-voltages that exceed the rating of the equipment connected to the CDWP's Distribution System and shall not disrupt the coordination of the ground fault protection on the CDWP's Distribution System (IEEE1547-4.1.2) (See Section I.3.h).
- f. Frequency: CDWP controls system frequency, and the Generating Facility shall operate in synchronism with the CDWP's Distribution System. Whenever CDWP's Distribution System frequency at the Point of Common Coupling varies from and remains outside normal (nominally 60 Hz) by the predetermined amounts set forth in Table D.2, the Generating Facility's Protective Functions shall cease to energize CDWP's Distribution System within the stated maximum trip time.

**Table D.2    Frequency Trip Settings**

	Frequency Range	Maximum Trip Time [1]
<u>Generating Facility Rating</u>	<u>(Assuming 60Hz Nominal)</u>	<u>(Assuming 60 Cycles per Second)</u>
Less or equal to 30kW	Less than 59.3 Hz Greater than 60.5 Hz	10 Cycles
Greater than 30kW	Less than 57 Hz	10 Cycles
	Less than an adjustable value between 59.8Hz and 57 Hz but greater than 57 Hz. [2]	Adjustable between 10 and 18,000 Cycles. [2, 3]
	Greater than 60.5 Hz	10 Cycles



[1] - "Maximum Trip time" refers to the time between the onset of the abnormal condition and the Generating Facility ceasing to energize CDWP's Distribution System. Protective Function sensing equipment and circuits may remain connected to CDWP's Distribution System to allow sensing of electrical conditions for use by the "reconnect" feature. The purpose of the allowed time delay is to allow a Generating Facility to "ride through" short-term disturbances to avoid nuisance tripping. Set points shall not be user adjustable (though they may be field adjustable by qualified personnel). For Generating Facilities with a Gross Nameplate Rating greater than 30 kVA, set points shall be field adjustable and different voltage set points and trip times from those in Table D.2 may be negotiated with CDWP.

[2] - Unless otherwise required by CDWP, a trip frequency of 59.3 Hz and a maximum trip time of 10 cycles shall be used

[3] - When a 10 cycle Maximum trip time is used, a second under frequency trip setting is not required.

- g. Harmonics. When the Generating Facility is serving balanced linear loads, harmonic current injection into CDWP's Distribution System at the PCC shall not exceed the limits stated below in Table D.3. The harmonic current injections shall be exclusive of any harmonic currents due to harmonic voltage distortion present in CDWP's Distribution System without the Generating Facility connected (IEEE1547-4.3.3). The harmonic distortion of a Generating Facility located at a Customer's site shall be evaluated using the same criteria as for the Host Loads.

**Table D.3** Maximum harmonic current distortion in percent of current (I) [1,2]

Individual harmonic order, h (odd harmonics) [3]	$h < 11$	$11 \leq h < 17$	$17 \leq h < 23$	$23 \leq h < 35$	$35 \leq h$	Total demand distortion (TDD)
Max Distortion (%)	4.0	2.0	1.5	0.6	0.3	5.0

[1] - IEEE1547-4.3.3

[2] -  $I$  = the greater of the maximum Host Load current average demand over 15 or 30 minutes without the Generating Facility, or the Generating Facility rated current capacity (transformed to the Point of Common Coupling when a transformer exists between the Generating Facility and the Point of Common Coupling).

[3] - Even harmonics are limited to 25% of the odd harmonic limits above.

- h. Direct Current Injection. Generating Facilities should not inject direct current greater than 0.5% of rated output current into CDWP's Distribution System.
- i. Power Factor. Each Generator in a Generating Facility shall be capable of operating at some point within a power factor range from 0.9 leading to 0.9 lagging. Operation outside this range is acceptable provided the reactive power of the Generating Facility is used to meet the reactive power needs of the Host Loads or that reactive power is otherwise provided under tariff by CDWP. The Producer shall notify CDWP if it is using the Generating Facility for power factor correction. Unless otherwise agreed upon by the Producer and CDWP, Generating Facilities shall automatically regulate power



factor, not voltage, while operating in parallel with CDWP's Distribution System.

### 3. TECHNOLOGY SPECIFIC REQUIREMENTS

- a. **Three-Phase Synchronous Generators.** For three-phase Generators, the Generating Facility circuit breakers shall be three-phase devices with electronic or electromechanical control. The Producer shall be responsible for properly synchronizing its Generating Facility with CDWP's Distribution System by means of either manual or automatic synchronizing equipment. Automatic synchronizing is required for all synchronous Generators that have a Short Circuit Contribution Ratio (SCCR) exceeding 0.05. Loss of synchronism protection is not required except as may be necessary to meet Section D.2.d (Flicker) (IEEE1547-4.2.5). Unless otherwise agreed upon by the Producer and CDWP, synchronous Generators shall automatically regulate power factor, not voltage, while operating in parallel with CDWP's Distribution System. A power system stabilization function is specifically not required for Generating Facilities under 10 MW Net Nameplate Rating.
- b. **Induction Generators.** Induction Generators (except self-excited Induction Generators) do not require a synchronizing Function. Starting or rapid load fluctuations on induction generators can adversely impact CDWP's Distribution System's voltage. Corrective step-switched capacitors or other techniques may be necessary and may cause undesirable ferro-resonance. When these counter measures (e.g., additional capacitors) are installed on the Producer's side of the Point of Common Coupling, CDWP must review these measures. Additional equipment may be required as determined in a Supplemental Review or an Interconnection Study.
- c. **Inverters.** Utility-interactive inverters do not require separate synchronizing equipment. Non-utility-interactive or "stand-alone" inverters shall not be used for Parallel Operation with CDWP's Distribution System.
- d. **Single-Phase Generators.** For single-phase Generators connected to a shared single-phase secondary system, the maximum Net Nameplate Rating of the Generating Facilities shall be 20 kVA. Generators connected to a center-tapped neutral 240-volt service must be installed such that no more than 6 kVA of imbalanced power is applied to the two "legs" of the 240-volt service. For Dedicated Distribution Transformer services, the maximum Net Nameplate Rating of a single-phase Generating Facility shall be the transformer nameplate rating.

### 4. SUPPLEMENTAL GENERATING FACILITY REQUIREMENTS

- a. The maximum solar generation capacity that will be approved to be connected to each meter is up to 50% of the meter minimum daytime load. The meter minimum daytime load will be determined by analyzing one year of historic data, while ignoring any extraordinary events (outages, partial lights, etc.), unless there have been recent major changes to the daily demand schedule. In that case, the most recent information will be evaluated.
- b. For 12kV distribution circuits with multiple solar projects connected, the maximum solar generation capacity that will be approved will be up to 50% of the total minimum daytime coincident circuit load, including any solar generation previously approved on the circuit. Capacity will be approved on a first come and first serve basis. 50% of the



minimum daytime coincident circuit load will be determined by analyzing one year of historic data, while ignoring any extraordinary events (outages, partial lights, etc.), unless there have been recent major changes to the daily demand schedule. In that case, the most recent information will be evaluated.

- c. **Fault Detection.** A Generating Facility with a short circuit contribution ratio exceeding 0.1 or one that does not cease to energize CDWP's Distribution System within two seconds of the formation of an Unintended Island shall be equipped with Protective Functions designed to detect Distribution System faults, both line-to-line and line-to-ground and shall cease to energize CDWP's Distribution System within two seconds of the initiation of a fault.
- d. **Transfer Trip.** For a Generating Facility that cannot detect Distribution System faults (both line-to-line and line-to-ground) or the formation of an Unintended Island and cease to energize CDWP's Distribution System within two seconds, CDWP may require a Transfer Trip system or an equivalent Protective Function.
- e. **Reclose Blocking.** Where the aggregate Generating Facility, capacity exceeds 15% of the peak load on any automatic reclosing device, CDWP may require additional Protective Functions, including, but not limited to reclose-blocking on some of the automatic reclosing devices.
- f. **The Generating Facility may require additional approvals from other agencies before the Facility is allowed to begin construction.**

## **E. INTERCONNECTION FACILITIES AND DISTRIBUTION SYSTEM MODIFICATIONS**

### **1. SCOPE AND OWNERSHIP OF INTERCONNECTION FACILITIES AND DISTRIBUTION SYSTEM MODIFICATIONS**

- a. **Scope.** Parallel Operation of Generating Facilities may require Interconnection Facilities or modifications to CDWP's Distribution System ("Distribution System modifications"). The type, extent and costs of Interconnection Facilities and Distribution System modifications shall be consistent with this Rule and determined through the Supplemental Review and/or Interconnection Studies described in Section C.
- b. **Ownership.** Interconnection Facilities installed on Producer's side of the Point of Common Coupling may be owned, operated and maintained by the Producer or CDWP. Interconnection Facilities installed on CDWP's side of the Point of Common Coupling and Distribution System modifications shall be owned, operated and maintained only by CDWP.

### **2. RESPONSIBILITY OF COSTS OF INTERCONNECTING A GENERATING FACILITY**

- a. **Review, Study, and Additional Commissioning Test Verification (pre-parallel inspections) Costs.** A producer shall be responsible for the reasonably incurred costs of the review's studies, and additional Commissioning Test verifications (pre-parallel inspections) conducted pursuant to Section C of the Rule. If the



initial Commissioning Test verification (pre-parallel inspection) is not successful through no fault of CDWP, CDWP may impose upon the Producer a cost-based charge for subsequent Commissioning Test verifications (pre-parallel inspections). All Costs for additional Commissioning Test verifications (pre-parallel inspections) shall be paid by Producer within thirty days of receipt of CDWP's invoice. Additional costs, if any, will be specified on the invoice. If the initial Commissioning test (pre-parallel inspection) is not successful through the fault of the CDWP, that visit will not be considered the initial Commissioning Test (pre-parallel inspection).

- b. Facility Costs. A Producer shall be responsible for all costs associated with Interconnection Facilities owned by the Producer. The Producer shall also be responsible for any costs reasonably incurred by CDWP in providing, operating, or maintaining the Interconnection Facilities and Distribution System modifications required solely for the Interconnection of the Producer's Generating Facility with CDWP's Distribution System. Generating Facilities eligible for Net Energy Metering under California Public Utilities Code Sections 2827, 2827.8, 2827.9, or 2827.10 are exempt from any costs associated with Distribution System modifications.
- c. Separation of Costs. Should CDWP combine the installation of Interconnection Facilities or Distribution System modifications required for the Interconnection of a Generating Facility with modifications to CDWP's Distribution System to serve other Customers or Producers, CDWP shall not include the costs of such separate or incremental facilities in the amounts billed to the Producer.

3. INSTALLATION OF INTERCONNECTION FACILITIES AND DISTRIBUTION SYSTEM MODIFICATIONS

- a. Agreement Required. The costs for Interconnection Facilities and Distribution System modifications shall be paid by the Producer pursuant to the provisions contained in the Interconnection Agreement.
- b. Interconnection Facilities and Distribution System Modifications. Except as provided for in Sections E.2.b. and E.3.c. of this Rule, Interconnection Facilities connected to CDWP's side of the Point of Common Coupling and Distribution System modifications shall be provided, installed, owned and maintained by CDWP at Producer's expense, or may be installed by a third party upon approval by CDWP.
- c. Third-Party Installations. Subject to the approval of CDWP, a Producer may at its option employ a qualified contractor to provide and install Interconnection Facilities or Producer paid Distribution System modifications, to be owned and operated by CDWP, on CDWP's side of the Point of Common Coupling. Such Interconnection Facilities and Distribution System modifications shall be installed in accordance with CDWP's design and specifications. Upon final inspection and acceptance by CDWP, the Producer shall transfer ownership of such Producer installed Interconnection Facilities or Distribution System modifications to CDWP and such facilities shall thereafter be owned and maintained by CDWP. The Producer shall pay CDWP's reasonable cost of design, administration, and monitoring of the installation for such facilities to



ensure compliance with CDWP's requirements. The Producer shall also be responsible for all costs associated with the transfer of Producer installed Interconnection Facilities and Distribution System modifications to CDWP.

## **F. METERING, MONITORING AND TELEMETRY**

1. **GENERAL REQUIREMENTS:** All Generating Facilities shall be metered in accordance with this Section F and shall meet all applicable standards of CDWP contained in CDWP's applicable rules and published CDWP manuals dealing with specifications.
2. **METERING BY NON-CDWP PARTIES:** The ownership, installation, operation, reading and testing of revenue Metering Equipment for Generating Facilities shall be by CDWP.
3. **NET GENERATION OUTPUT METERING (NGOM):** Generating Facilities' customers may be required to install NGOM for evaluation, monitoring and verification purposes, to satisfy applicable CAISO reliability requirements, and for Distribution System planning and operations.

The relevant factors in determining the need for NGOM are as listed below:

- a. Data requirements in proportion to need for information;
- b. Producer's election to install equipment that adequately addresses CDWP's operational requirements;
- c. Accuracy and type of required Metering consistent with purposes of collecting data;
- d. Cost of Metering relative to the need for and accuracy of the data;
- e. The Generating Facility's size relative to the cost of the Meter/monitoring;
- f. Other means of obtaining the data (e.g., Generating Facility logs, proxy data etc.);
- g. Requirements under any interconnection Agreement with the Producer.

The requirements in this Section may not apply to Metering of Generating Facilities operating under CDWP's Net Energy Metering tariff pursuant to the California Public Utilities Cod Section 2827, et seq. Nothing in this Section F.3 supersedes Section B.4.

4. **POINT OF COMMON COUPLING METERING:** For purposes of assessing CDWP charges for retail service, the Producer's PCC Metering shall be a bi-directional meter so that power deliveries to and from the Producer's site can be separately recorded. Alternately, the Producer may, at its sole option and cost, require CDWP to install multi-metering equipment to separately record power deliveries to CDWP's Distribution System and retail purchases from CDWP. Where necessary, such PCC Metering shall be designed to prevent reverse registration.
5. **TELEMETERING:** If the nameplate rating of the Generating Facility is 1 MW or greater, Telemetering equipment at the Net Generator Output Metering location may be required at the Producer's expense. If the Generating Facility is Interconnected to a portion of CDWP's Distribution System operating at a voltage below 10 kV, then Telemetering equipment may be required on Generating Facilities 250 kW or greater. CDWP shall only require Telemetering to the extent that less intrusive and/or more cost effective options for providing the necessary data



in real time are not available.

6. LOCATION: Where CDWP-owned Metering is located on the Producer's premises, Producer shall provide, at no expense to CDWP, a suitable location for all such Metering Equipment.
7. COSTS OF METERING: The Producer will bear all costs of the Metering required by this Rule, including the incremental costs of operating and maintaining the Metering Equipment.

## G. DISPUTE RESOLUTION PROCESS

The following procedures will apply for disputes arising from this Rule:

1. The City Council shall have jurisdiction to interpret, add, delete or modify any provision of this Rule or of any agreements entered into between CDWP and the Producer to implement this tariff ("The Implementing Agreements") and to resolve disputes regarding CDWP's performance of its obligations under its rules, the applicable agreements, and requirements related to the Interconnection of the Producer's Generating or Interconnection Facilities pursuant to this Rule.
2. The dispute shall be submitted in writing by the Producer to CDWP. Authorized representatives from both Parties shall meet and confer to try to resolve the dispute. If the Parties cannot resolve the dispute, the dispute will be submitted to the City Council for resolution. Their decision shall be final.
3. Pending resolution of any dispute under this Section, the Parties shall proceed diligently with the performance of their respective obligations under this Rule and the Implementing Agreements, unless the Implementing Agreements have been terminated. Disputes as to the application and implementation of this Section shall be subject to resolution pursuant to the procedures set forth in this Section.

## H. DEFINITIONS

The definitions in this Section H are applicable only to this Rule, the Application and Interconnection Agreements.

**Anti-Islanding:** A control scheme installed as part of the Generating Facility or Interconnection Facilities that senses and prevents the formation of an Unintended Island.

**Applicant:** The entity submitting an Application for Interconnection pursuant to this Rule.

**Application:** A Commission-approved standard form submitted to CDWP for Interconnection of a Generating Facility.

**Certification Test:** A test pursuant to this Rule that verifies conformance of certain equipment with Commission-approved performance standards in order to be classified as Certified Equipment. Certification Tests are performed by NRTLs.

**Certification; Certified; Certificate:** The documented results of a successful Certification Testing.

**Certified Equipment:** Equipment that has passed all required Certification Tests.

**Commissioning Test:** A test performed during the commissioning of all or part of a Generating



Facility to achieve one or more of the following:

- Verify specific aspects of its performance;
- Calibrate its instrumentation; and
- Establish instrument or Protective Function set-points.

**Customer:** The entity that receives or is entitled to receive Distribution Service through the CDWP's Distribution System.

**Dedicated Transformer; Dedicated Distribution Transformer:** A transformer that provides electricity service to a single Customer. The Customer may or may not have a Generating Facility.

**Device:** A mechanism or piece of equipment designed to serve a purpose or perform a function. The term may be used interchangeably with the terms "equipment" and "function" without intentional difference in meaning. See also Function and Protective Function.

**Distribution Service:** All services required by, or provided to, a Customer pursuant to the approved rules of CDWP other than services directly related to the Interconnection of a Generating Facility under this Rule.

**Distribution System:** All electrical wires, equipment, and other facilities owned or provided by CDWP, other than Interconnection Facilities, by which CDWP provides Distribution Service to its Customers.

**Emergency:** An actual or imminent condition or situation, which jeopardizes CDWP's Distribution System Integrity.

**Field Testing:** Testing performed in the field to determine whether equipment meets CDWP's requirements for safe and reliable Interconnection.

**Function:** Some combination of hardware and software designed to provide specific features or capabilities. Its use, as in Protective Function, is intended to encompass a range of implementations from a single-purpose device to a section of software and specific pieces of hardware within a larger piece of equipment to a collection of devices and software.

**Generating Facility:** All Generators, electrical wires, equipment, and other facilities owned or provided by Producer for the purpose of producing electric power.

**Generator:** A device converting mechanical, chemical or solar energy into electrical energy, including all of its protective and control Functions and structural appurtenances. One or more Generators comprise a Generating Facility.

**Gross Nameplate Rating; Gross Nameplate Capacity:** The total gross generating capacity of a Generator or Generating Facility as designated by the manufacturer(s) of the Generator(s).

**Host Load:** The electrical power, less the Generator auxiliary load, consumed by the Customer, to which the Generating Facility is connected.

**Initial Review:** The review by CDWP, following receipt of an Application, to determine the following: (a) the Generating Facility qualifies for Simplified Interconnection; or (b) if the Generating Facility can be made to qualify for Interconnection with a Supplemental Review determining any additional



requirements.

**In-rush Current:** The current determined by the In-rush Current Test.

**Interconnection Agreement:** The Interconnection Agreement has been replaced by Rule 21 A – Interconnection Responsibilities, Terms and Conditions. This rule details the rights and obligations to effect or end Interconnection. For the purposes of this Rule, Net Energy Metering or Power Purchase Agreements authorized by the Commission are also defined as Interconnection Agreements.

**Interconnection; Interconnected:** The physical connection of a Generating Facility in accordance with the requirements of this Rule so that Parallel Operation with CDWP's Distribution System can occur (has occurred).

**Interconnection Facilities:** The electrical wires, switches and related equipment that are required in addition to the facilities required to provide electric Distribution Service to a Customer to allow Interconnection. Interconnection Facilities may be located on either side of the Point of Common Coupling as appropriate to their purpose and design. Interconnection Facilities may be integral to a Generating Facility or provided separately.

**Interconnection Study:** A study to establish the requirements for Interconnection of a Generating Facility with CDWP's Distribution System.

**Island; Islanding:** A condition on CDWP's Distribution System in which one or more Generating Facilities deliver power to Customers using a portion of CDWP's Distribution System that is electrically isolated from the remainder of CDWP's Distribution System.

**Line Section:** That portion of CDWP's Distribution System connected to a Customer bounded by automatic sectionalizing devices or the end of the distribution line.

**Load Carrying Capability:** The maximum electrical load that may be carried by a section of CDWP's Distribution System consistent with reliability and safety under the circumstances being evaluated.

**Metering:** The measurement of electrical power in kW and/or energy in kWh, and, if necessary, reactive power in kVAR at a point, and its display to CDWP, as required by this Rule.

**Metering Equipment:** All equipment, hardware, software including meter cabinets, conduit, etc., that are necessary for Metering.

**Momentary Parallel Operation:** The interconnection of a Generating Facility to the Distribution System for one second (60 cycles) or less.

**Nationally Recognized Testing Laboratory (NRTL):** A laboratory accredited to perform the Certification Testing requirements under this Rule.

**Net Energy Metering:** Metering for the receipt and delivery of electricity between the Producer and CDWP pursuant to Section 2827, 2827.8, 2827.9, or 2827.10 of the Public Utilities Code.

**Net Generation Output Metering:** Metering of the net electrical power output in kW or energy in kWh, from a given Generating Facility. This may also be the measurement of the difference between the total electrical energy produced by a Generator and the electrical energy consumed by the auxiliary equipment necessary to operate the Generator. For a Generator with no Host Load and/or Public Utilities Code Section 218 Load (Section 218 Load), Metering that is located at the Point of Common



**Coupling.** For a Generator with Host Load and/or Section 218 Load, Metering that is located at the Generator but after the point of auxiliary load(s) and prior to serving Host Load and/or Section 218 Load.

**Net Nameplate Rating:** The Gross Nameplate Rating minus the consumption of electrical power of a Generator or Generating Facility as designated by the manufacturer(s) of the Generator(s).

**Network Service:** More than one electrical feeder providing Distribution Service at a Point of Common Coupling.

**Non-Export; Non-Exporting:** Designed to prevent the transfer of electrical energy from the Generating Facility to CDWP's Distribution System.

**Non-Islanding:** Designed to detect and disconnect an Unintended Island with matched load and generation. Reliance solely on under/over voltage and frequency trip is not considered sufficient to qualify as Non-Islanding.

**Parallel Operation:** The simultaneous operation of a Generator with power delivered or received by CDWP while Interconnected. For the purpose of this Rule, Parallel Operation includes only those Generating Facilities that are Interconnected with CDWP's Distribution System for more than 60 cycles (one second).

**Paralleling Device:** An electrical device, typically a circuit breaker, operating under the control of a synchronization function or by a qualified operator to connect an energized generator to an energized electric power system or two energized power systems to each other.

**Periodic Test:** A test performed on part or all of a Generating Facility/ Interconnection Facilities at pre-determined time or operational intervals to achieve one or more of the following: (1) Verify specific aspects of its performance; (2) Calibrate instrumentation; and (3) Verify and re-establish instrument or Protective Function set-points.

**Point of Common Coupling (PCC):** The transfer point for electricity between the electrical conductors of CDWP and the electrical conductors of the Producer.

**Point of Common Coupling Metering:** Metering located at the Point of Common Coupling. This is the same Metering as Net Generation Metering for Generating Facilities with no Host Load and/or Section 218 Load.

**Point of Interconnection:** The electrical transfer point between a Generating Facility and CDWP's Distribution System. This may or may not be coincident with the Point of Common Coupling.

**Producer:** The entity that executes an Interconnection Agreement with CDWP. The Producer may or may not own or operate the Generating Facility, but is responsible for the rights and obligations related to the Interconnection Agreement.

**Production Test:** A test performed on each device coming off the production line to verify certain aspects of its performance.

**Protective Function(s):** The equipment, hardware and/or software in a Generating Facility (whether discrete or integrated with other functions) whose purpose is to protect against Unsafe Operating



Conditions.

**Prudent Electrical Practices:** Those practices, methods, and equipment, as changed from time to time, that are commonly used in prudent electrical engineering and operations to design and operate electric equipment lawfully and with safety, dependability, efficiency and economy.

**Scheduled Operation Date:** The date specified in the Interconnection Agreement when the Generating Facility is, by the Producer's estimate, expected to begin operation pursuant to this Rule.

**Secondary Network:** A network supplied by several primary feeders suitably interlaced through the area in order to achieve acceptable loading of the transformers under emergency conditions and to provide a system of extremely high service reliability. Secondary networks usually operate at 600 V or lower.

**Section 218 Load:** Electrical power that is supplied in compliance with California Public Utilities Code Section 218. Public Utilities Code Section 218 defines an “Electric Corporation” and provides conditions under which a transaction involving a Generating Facility would not classify a Producer as an Electric Corporation. These conditions relate to “over-the-fence” sale of electricity from a Generating Facility without using CDWP’s Distribution System.

**Short Circuit (Current) Contribution Ratio (SCCR):** The ratio of the Generating Facility’s short circuit contribution to the short circuit contribution provided through CDWP’s Distribution System for a three-phase fault at the high voltage side of the distribution transformer connecting the Generating Facility to CDWP’s system.

**Simplified Interconnection:** Interconnection conforming to the Initial Review requirements under this Rule, as determined by Section I.

**Single Line Diagram; Single Line Drawing:** A schematic drawing, showing the major electric switchgear, Protective Function devices, wires, Generators, transformers and other devices, providing sufficient detail to communicate to a qualified engineer the essential design and safety of the system being considered.

**Special Facilities:** As defined in CDWP’s Rules governing Special Facilities.

**Starting Voltage Drop:** The percentage voltage drop at a specified point resulting from In-rush Current. The Starting Voltage Drop can also be expressed in volts on a particular base voltage, (e.g., 6 volts on a 120-volt base, yielding a 5% drop).

**Supplemental Review:** A process wherein CDWP further reviews an Application that fails one or more of the Initial Review Process steps. The Supplemental Review may result in one of the following: (a) approval of Interconnection; (b) approval of Interconnection with additional requirements; or (c) cost and schedule for an Interconnection Study.

**System Integrity:** The condition under which CDWP’s Distribution System is deemed safe and can reliably perform its intended functions in accordance with the safety and reliability rules of CDWP.

**Telemetry:** The electrical or electronic transmittal of Metering data in real-time to CDWP.

**Transfer Trip:** A Protective Function that trips a Generating Facility remotely by means of an automated communications link controlled by CDWP.



**Type Test:** A test performed on a sample of a particular model of a device to verify specific aspects of its design, construction and performance.

**Unintended Island:** The creation of an island, usually following a loss of a portion of CDWP's Distribution System, without the approval of CDWP.

**Unsafe Operating Conditions:** Conditions that, if left uncorrected, could result in harm to personnel, damage to equipment, loss of System Integrity or operation outside pre-established parameters required by the Interconnection Agreement.

## **I. REVIEW PROCESS FOR APPLICATIONS TO INTERCONNECT GENERATION FACILITIES**

### **1. INTRODUCTION**

This Review Process allows for rapid approval for the interconnection of those Generating Facilities that do not require an Interconnection Study. The review process includes a screening to determine if a Supplemental Review is required.

Note: Failure to pass any step of the review process means only that further review and/or studies are required before the Generating Facility can be approved for Interconnection with CDWP's Distribution System. It does not mean that the Generating Facility cannot be Interconnected. Though not explicitly covered in the Initial Review Process the Generating Facility shall be designed to meet all of the applicable requirements in Section D.

### **2. PURPOSE**

The review determines the following:

- a. If a Generating Facility qualifies for Simplified Interconnection;
- b. If a Generating Facility can be made to qualify for Interconnection with a Supplemental Review determining any additional requirements; or
- c. If an Interconnection Study is required, the cost estimate and schedule for performing the Interconnection Study.

### **3. REVIEW PROCESS DETAILS**

Step 1: Is the PCC on a Networked Secondary System?

- If yes, the Generating Facility does not qualify for Simplified Interconnection. Perform Supplemental Review.
- If No, continue to next step.

Significance: Special considerations must be given to Generating Facilities proposed to be installed on networked secondary Distribution Systems because of the design and operational aspects of network protectors. There are no such considerations for radial



## Distribution Systems.

### Step 2: Will power be exported across the PCC?

- If yes, the Generating Facility does not qualify for Simplified Interconnection. Perform Supplemental Review.
- If No, the Generating Facility must incorporate one of the following four options:

**Option 1** (“Reverse Power Protection”): To ensure that power is not exported across the PCC, a reverse power Protective Function may be provided. The default setting for this Protective Function, when used, shall be 0.1% (export) of the service transformer’s rating, with a maximum 2.0 second time delay.

**Option 2** (“Minimum Power Protection”): To ensure that at least a minimum amount of power is imported across the PCC at all times (and therefore, that power is not exported), an under-power Protective Function may be provided. The default setting for this Protective Function, when used, shall be 5% (import) of the Generating Facility’s total Gross Nameplate Rating, with a maximum 2.0 second time delay.

**Option 3** (“Certified Non-Islanding Protection”): To ensure that the incidental export of power across the PCC is limited to acceptable levels, this option, when used, requires that all of the following conditions be met: (a) the total Gross Nameplate Capacity of the Generating Facility must be no more than 25% of the nominal ampere rating of the Producer’s service equipment; (b) the total Gross Nameplate Capacity of the Generating Facility must be no more than 50% of the Producer’s service transformer capacity rating (this capacity requirement does not apply to customers taking primary service without an intervening transformer); and (c) the Generating Facility must be certified as Non-Islanding.

The ampere rating of the Customer’s Service Equipment to be used in this evaluation will be that rating for which the customer’s utility service was originally sized or for which an upgrade has been approved. It is not the intent of this provision to allow increased export simply by increasing the size of the customer’s service panel, without separate approval for the resize.

**Option 4** (“Relative Generating Facility Rating”): This option, when used, requires Net Nameplate Rating of the Generating Facility to be so small in comparison to its host facility’s minimum load, that the use of additional Protective Functions is not required to insure that power will not be exported to CDWP’s Distribution System. This option requires the Generating Facility capacity to be no greater than 50% of the Producer’s verifiable minimum Host Load over the past 12 months.

### Significance:

- 1) If it can be ensured that the Generating Facility will not export power, CDWP’s Distribution System does not need to be studied for Load-Carrying Capability or Generating Facility power flow effects on CDWP voltage regulators.
- 2) This step permits the use of reverse-power or minimum-power relaying as a



Non-Islanding Protective Function (Options 1, 2 and 3).

- 3) This step allows, under certain defined conditions, for Generating Facilities that incorporate Certified Non-Islanding protection to qualify for Simplified

Step 3: Is the Interconnection Facilities Equipment Certified for the application or does the Interconnection Facilities Equipment have interim CDWP approval?

- If Yes, continue to next step.
- If No, the Generating Facility and/or Interconnection Facilities does not qualify or Simplified Interconnection. Perform Supplemental Review.

Interim approval allows the CDWP to treat equipment that has not completed the Rule 21 certification requirements as having met the intent of this screen. Interim approval is granted, at CDWP's discretion, on a case by case basis, and approval for one Generating Facility does not guarantee approval for any other Generating Facility

Significance: If the Generating Facility and/or Interconnection Facilities has been Certified or previously approved by CDWP, CDWP does not need to repeat its full review and/or test of the Generating and/or Interconnection Facilities' Protective Functions. Site Commissioning Testing may still be required to ensure that the Protective Functions are working properly.

Certification indicates that the criteria in Section J, as appropriate, have been tested and verified.

Step 4: Is the aggregate Generating Facility capacity on the Line Section less than 15% of Line Section peak load?

- If Yes, continue to next step.
- If No, the Generating Facility does not qualify for Simplified Interconnection. Perform Supplemental Review to determine cumulative impact online Section.

Significance:

- 1) Low penetration of Generating Facility installations will have a minimal impact on the operation and load restoration efforts of CDWP's Distribution System.
- 2) The operating requirements for a high penetration of Generating Facilities may be different since the impact on CDWP's Distribution System will no longer be minimal, therefore requiring additional study or controls.

Step 5: Is the Starting Voltage Drop within acceptable limits?

- If Yes, continue to next step.
- If No, the Generating Facility does not qualify for Simplified Interconnection. Perform Supplemental Review.

Note: This Step only applies to Generating Facilities that start by motoring the Generator(s).



CDWP has two options in determining whether Starting Voltage Drop is acceptable. The option to be used is at CDWP's discretion:

**Option 1:** CDWP may determine that the Generating Facility's starting In-rush Current is equal to or less than the continuous ampere rating of the customer's service equipment.

**Option 2:** CDWP may determine the impedances of the service distribution transformer (if present) and the secondary conductors to Customer's service equipment and perform a voltage drop calculation. Alternatively, CDWP may use tables or nomographs to determine the voltage drop. Voltage drops caused by starting a Generator as a motor must be less than 2.5% for primary interconnections and 5% for secondary interconnections.

Significance:

- 1) This step addresses potential voltage fluctuation problems that may be caused by Generators that start by motoring.
- 2) When starting, Generating Facilities should have minimal impact on the service voltage to other CDWP Customers.
- 3) Passing this step does not relieve the Producer from ensuring that its Generating Facility complies with the flicker requirements of this Rule, Section D.2.d.

Step 6: Is the Gross Nameplate Rating of the Generating Facility 11 kVA or less?

- If Yes, the Generating Facility qualifies for Simplified Interconnection. Skip remaining steps.
- If No, continue to next step.

Significance:

The Generating Facility will have a minimal impact on fault current levels and any potential line overvoltage's from loss of CDWP's Distribution System neutral grounding.

Step 7: Is the Short Circuit Current Contribution Ratio within acceptable limits?

- If Yes, continue to next step.
- If No, the Generating Facility does not qualify for Simplified Interconnection. Perform Supplemental Review.

The Short Circuit Current Contribution Ratio Screen consists of two criteria; both of which must be met when applicable:



- 1) When measured at primary side (high side) of a Dedicated Distribution Transformer serving a Generating Facility, the sum of the Short Circuit Contribution Ratios of all generating facilities connected to CDWP's Distribution System circuit that serves the Generating Facility must be less than or equal to 0.1, and
- 2) When measured at the secondary side (low side) of a shared distribution transformer, the short circuit contribution of the proposed Generating Facility must be less than or equal to 2.5% of the interrupting rating of the Producer's Service Equipment.

**Significance:**

If the Generating Facility passes this screen it can be expected that it will have no significant impact on CDWP's Distribution System's short circuit duty, fault detection sensitivity, relay coordination or fuse-saving schemes.

**Step 8: Is the Line Configuration compatible with the Interconnection type?**

- If Yes, the Generating Facility qualifies for Simplified Interconnection.
- If No, then the Generating Facility does not qualify for Simplified Interconnection. Perform Supplemental Review. Identify primary distribution line configuration that will serve the Generating Facility. Based on the type of Interconnection to be used for the Generating Facility, determine from the Table I.1 if the proposed Generating Facility passes the step.

**Table I.1**

Primary Distribution Line Type Configuration	Type of Interconnection to be made to Primary Distribution Line	Results/Criteria
Three-phase, three wire	Any type	Pass Step
Three-phase, four wire	Single-phase, line-to neutral	Pass Step
Three-phase, four wire (For any line that has such a section OR mixed three wire and four wire)	All others	To pass, aggregate GF Nameplate Rating must be less than or equal to 10% of Line Section peak load

**Significance:** If the primary distribution line serving the Generating Facility is of a "three-wire" configuration, or if the Generating Facility's distribution transformer is single-phase and connected in a line-to-neutral configuration, then there is no concern about overvoltages to CDWP's, or other Customer's equipment caused by loss of system neutral grounding during the operating time of the Non-Islanding Protective Function.

## **J. CERTIFICATION AND TESTING CRITERIA**

### **1. INTRODUCTION**



This Section describes the test procedures and requirements for equipment used for the Interconnection of Generating Facilities to CDWP's Distribution System. Included are Type Testing, Production Testing, Commissioning Testing and Periodic Testing. The procedures listed rely heavily on those described in appropriate Underwriters Laboratory (UL), Institute of Electrical and Electronic Engineers (IEEE), and International Electrotechnical Commission (IEC) documents—most notably UL 1741 and IEEE 929, as well as the testing described in *May 1999 New York State Public Services Commission Standardized Interconnection Requirements*. As noted in Section A, this rule has been revised to be consistent with ANSI/IEEE 1547-2003 *Standard for Interconnecting Distributed Resources with Electric Power Systems*.

The tests described here, together with the technical requirements in Section D of this Rule, are intended to provide assurance that the Generating Facility's equipment will not adversely affect CDWP's Distribution System and that a Generating Facility will cease providing power to CDWP's Distribution System under abnormal conditions. The tests were developed assuming a low level of Generating Facility penetration or number of connections to CDWP's Distribution System. At high levels of Generating Facility penetration, additional requirements and corresponding test procedures may need to be defined.

Section J also provides criteria for "Certifying" Generators or inverters. Once a Generator or inverter has been Certified per this Rule, it may be considered suitable for Interconnection with CDWP's Distribution System. Subject to the exceptions described in Section J, CDWP will not repeat the design review or require retesting of such Certified Equipment. It should be noted that the Certification process is intended to facilitate Generating Facility Interconnections. Certification is not a prerequisite to interconnect a Generating Facility.

The revisions made to this rule relative to IEEE 1547-2003 have resulted in changes in set points, test criteria, test procedures, and other requirements that will impact previously certified or listed equipment as well as equipment currently under evaluation. These changes were made to provide consistency with IEEE 1547. Equipment that is certified or that has been submitted to a Nationally Recognized Testing Laboratory (NRTL) for testing prior to the adoption of the revised Underwriters Laboratories (UL) 1741 titled Inverters, Converters, Controllers and Interconnection Systems Equipment for use with Distributed Energy Resources and that subsequently meet the provisions Rule 21 certification requirements will continue to be accepted as Certified Equipment for Interconnection Applications submitted through May 7, 2007, the effective date of the revised UL 1741. [this change will be incorporated by Advice Letter in Dec. 2005]

## 2. CERTIFIED AND NON-CERTIFIED INTERCONNECTION EQUIPMENT

### a. Certified Equipment

Equipment tested and approved (e.g., "Listed") by an accredited NRTL as having met both the Type Testing and Production Testing requirements described in this document is considered to be Certified Equipment for purposes of Interconnection with CDWP's Distribution System. Certification may apply to either a pre-packaged system or an assembly of components that address the necessary functions. Type Testing may be done in the manufactures' factory or test laboratory, or in the field. At the discretion of the testing laboratory, field-



certification may apply only to the particular installation tested. In such cases, some or all of the tests may need to be repeated at other installations. When equipment is certified by a NRTL, the NRTL shall provide to the manufacturer, at a minimum, a Certificate with the following information for each device:

Administrative:

- 1) The effective date of Certification or applicable serial number (range or first in series), and/or other proof that Certification is current;
- 2) Equipment model number(s) of the Certified Equipment;
- 3) The software version utilized in the equipment, if applicable;
- 4) Test procedures specified (including date or revision number); and
- 5) Laboratory accreditation (by whom and to what standard).

Technical (as appropriate):

- 1) Device ratings (kW, kVA, Volts, Amps, etc.);
- 2) Maximum available fault current in Amps;
- 3) In-rush Current in Amps;
- 4) Trip points, if factory set (trip value and timing);
- 5) Trip point and timing ranges for adjustable settings;
- 6) Nominal power factor or range if adjustable;
- 7) If the equipment is Certified for Non-Exporting and the method used (reverse power or under power); and
- 8) If the equipment is Certified Non-Islanding.

It is the responsibility of the equipment manufacturer to ensure that Certification information is made publicly available by the manufacturer, the testing laboratory or by a third party.

b. Non-Certified Equipment

For non-Certified Equipment, some or all of the tests described in this Rule may be required by CDWP for each Generating Facility and/or Interconnection Facilities. The manufacturer or a laboratory acceptable to CDWP may perform these tests. Test results for Non-Certified Equipment must be submitted to CDWP for the Supplemental Review. Approval by CDWP for equipment used in a particular Generating Facility and/or Interconnection Facilities does not



guarantee CDWP's approval for use in other Generating Facility and/or Interconnection Facilities.

### 3. TYPE TESTING

- a. Type Tests and Criteria for Interconnection Equipment Certification. Type Testing provides a basis for determining that equipment meets the specifications for being designated as Certified Equipment under this Rule. The requirements described in this Section cover only issues related to Interconnection and are not intended to address equipment safety or other issues.

Table J.1. defines the test criteria by Generator or inverter technology. While UL 17411 was written specifically for inverters, the requirements are readily adaptable to synchronous Generators, induction Generators, as well as single/multi-function controllers and protection relays. Until a universal test standard is developed, CDWP or NRTL shall adapt the procedures referenced in Table J.1 as appropriate and necessary for a Generating Facility and/or Interconnection Facilities or associated equipment performance and its control and Protective Functions. The tests shall be performed in the sequence shown in Table J.2 below.

**Table J.1** Type Tests and Requirements for Interconnection Equipment Certification

Type Test	Reference (1)	Inverter	Synchronous Generator	Induction Generator
Utility Interaction	UL 1741 – 39	X	X	X
DC Isolation	UL 1741 – 40.1	X	-	-
Simulated PV Array (Input) Requirements	UL 1741 – 41.2	X	-	-
Dielectric Voltage Withstand	UL 1741 – 44	X	X	X
Power Factor	UL 1741 – 45.2.2	X	X	X
Harmonic Distortion	UL 1741 – 45.4	X	X	X
DC Injection	UL 1741 – 45.5	X	-	-
Utility Voltage and Frequency Variation	UL 1741 – 46.2	X	X	X
Reset Delay	UL 1741 – 46.2.3	X	X	X
Loss of Control Circuit	UL 1741 – 46.4	X	X	X
Short Circuit	UL 1741 – 47.3	X	X	X
Load Transfer	UL 1741 – 47.7	X	X	X
Surge Withstand Capability	J.3.e	X	X	X
Anti-Islanding	J.3.b	(2)	(2)	(2)
Non-Export	J.3.c	(3)	(3)	(3)
In-rush Current	J.3.d	-	-	(4)
Synchronization	J.3.f	(5)	X	(5)

Table Notes: (1) References are to section numbers in either UL 1741 (Inverters, Converters and Charge Controllers for use in Independent Power Systems) or this Rule. References in UL 1741 to "photovoltaics" or "inverter" may have to be adapted to the other technologies by the testing laboratory to appropriately apply in the tests to other technologies.

(2) Required only if Non-Islanding designation

(3) Required only if Non-Export designation is desired.

(4) Required for Generators that use CDWP power to motor to speed.

(5) Required for all self-excited induction Generators as well as Inverters that operate as voltage sources when connected to CDWP's Distribution System.



X = Required , - = Not Required

**Table J.2** Type Tests Sequence for Interconnection Equipment Certification

Test No.	Type Test
1	Utility Voltage and Frequency Variation
2	Synchronization
3	Surge Withstand Capability
4	Utility Voltage and Frequency Variation
5	Synchronization
6	Other Required and Optional Tests
Tests 1, 2, and 3, must be done first and in the order shown. Tests 4 and on follow in order convenient to the test agency.	

b. Anti-Islanding Test:

Devices that pass the Anti-Islanding test procedure described in UL 1741 Section 46.3 will be considered Non-Islanding for the purposes of these interconnection requirements. The test is required only for devices for which a Certified Non-Islanding designation is desired.

c. Non-Export Test:

Equipment that passes the Non-Export test procedure described in Section J.7.a. will be considered Non-Exporting for the purposes of these Interconnection requirements. This test is required only for equipment for which a Certified Non-Export designation is desired.

d. In-rush Current Test:

Generation equipment that utilizes CDWP power to motor up to speed will be tested using the procedure defined in Section J.7.b. to determine the maximum current drawn during this startup process. The resulting In-rush Current is used to estimate the Starting Voltage Drop.

e. Surge Withstand Capability Test:

The interconnection equipment shall be tested for the surge withstand requirement in D.1.c in all normal operating modes in accordance with IEEE Std C62.45-2002 for equipment rated less than 1000 V to confirm that the surge withstand capability is met by using the selected test level(s) from IEEE Std C62.41.2-2002. Interconnection equipment rated greater than 1000 V shall be tested in accordance with manufacturer or system integrator designated applicable standards. For interconnection equipment signal and control circuits, use IEEE Std C37.90.1-2002. These tests shall confirm the equipment did not fail, did not misoperate, and did not provide misinformation (IEEE1547-5.1.3.2). The location/exposure category for which the equipment has been tested shall be clearly marked on the equipment label or in the equipment documentation. External surge protection may be used to protect the equipment in harsher location/exposure categories.

f. Synchronization Test:

This test is applied to synchronous Generators, self-excited induction generators, and inverters capable of operating as voltage-source while connected to CDWP's



Distribution System. The test is also applied to the resynchronization Function (transition from stand-alone to parallel operation) on equipment that provides such functionality. This test may not need to be performed on both the synchronization and re-synchronization functions if the manufacturers can verify to the satisfaction of the testing organization that monitoring and controls hardware and software are common to both functions. This test is not necessary for induction generators or current-source inverters. Instead, the In-rush Current test Section J.3.d shall be applied to those generators.

This test shall demonstrate that at the moment of the paralleling-device closure, all three synchronization parameters in Table J.3 are within the stated limits. This test shall also demonstrate that if any of the parameters are outside of the limits stated in the table, the paralleling-device shall not close (IEEE 1547- 5.1.2A). The test will start with only one of the three parameters: (1) voltage difference between Generating Facility and CDWP's Distribution System; (2) frequency difference; or (3) phase angle outside of the synchronization specification. Verify that the Generating Facility is brought within specification prior to synchronization. Repeat the test five times for each of the three parameters. For manual synchronization with synch check or manual control with auto synchronization, the test must verify that paralleling does not occur until the parameters are brought within specifications.

**Table J.3. Synchronization Parameter Limits [1] Aggregate Rating**

Aggregate Rating of Generator Units (kVA)	Frequency Difference ( $\Delta f$ , Hz)	Voltage Difference ( $\Delta V$ , %)	Phase Angle Difference ( $\Delta \phi$ , °)
0-500	0.3	10	20
> 500-1,500	0.2	5	15
> 1,500-10,000	0.1	3	10

[1] – IEEE 1547-5.1.1B

g. Paralleling Device Withstand Test

The di-electric voltage withstand test specified in Section J.1 shall be performed on the paralleling device to ensure compliance with those requirements specified in Section D.1.c (IEEE 1547-5.1.3.3).

4. Production Testing:

As a minimum, each interconnection system shall be subjected to the Utility Voltage and Frequency Variation Test procedure described in UL1741 under Manufacturing and Production Tests, Section 68 and the Synchronization test specified in Section J.3.f Interconnection systems with adjustable set points shall be tested at a single set of set points as specified by the manufacturer. This test may be performed in the factory or as part of a Commissioning Test (Section J.5.).



5. Commissioning Testing:

- a. Commissioning Testing, where required, will be performed on-site to verify protective settings and functionality. Upon initial Parallel Operation of a Generating Facility, or any time interface hardware or software is changed that may affect the functions listed below, a Commissioning Test must be performed. An individual qualified in testing protective equipment (professional engineer, factory-certified technician, or licensed electrician with experience in testing protective equipment) must perform Commissioning Testing in accordance with the manufacturer's recommended test procedure to verify the settings and requirements per this Rule.

CDWP may require written Commissioning test procedure be submitted to MVU at least 10 working days prior to the performance of the Commissioning Test. CDWP has the right to witness Commissioning Test, CDWP may also require written certification by the installer describing which tests were performed and their results. Protective Functions to be tested during commissioning, particularly with respect to non-Certified equipment, may consist of the following:

- (1) Over and under voltage
- (2) Over and under frequency
- (3) Anti-Islanding function (if applicable)
- (4) Non-Exporting function (if applicable)
- (5) Inability to energize dead line
- (6) Time delay on restart after utility source is stable
- (7) Utility system fault detection (if used)
- (8) Synchronizing controls (if applicable)
- (9) Other Interconnection Protective Functions that may be required as part of the Interconnection Agreement

Commissioning Test shall include visual inspections of the interconnection equipment and protective settings to confirm compliance with the interconnection requirements.

- b. Other checks and tests that may need to be performed include:

- (1) Verifying final Protective Function settings
- (2) Trip test (J.5.f)
- (3) In-service tests (J.5.g)

- c. Certified Equipment

Generating Facilities qualifying for Simplified Interconnection incorporate Certified Equipment that have, at a minimum, passed the Type Tests and Production Tests described in this Rule and are judged to have little or no potential impact on CDWP's Distribution System. For such Generating Facilities, it is necessary to perform only the following tests:

- (1) Protective Function settings that have been changed after Production Testing will require field verification. Tests shall be performed using injected secondary frequencies, voltages and currents, applied waveforms, at a test connection using a Generator to simulate abnormal utility voltage or frequency, or varying the set points to show that the device trips at the measured (actual) utility voltage or frequency.



(2) The Non-Islanding function shall be checked by operating a load break disconnect switch to verify the Interconnection equipment ceases to energize CDWP's Distribution System and does not re-energize it for the required time delay after the switch is closed.

(3) The Non-Exporting function shall be checked using secondary injection techniques. This function may also be tested by adjusting the Generating Facility output and local loads to verify that the applicable Non-Exporting criteria (i.e., reverse power or underpower) are met.

The Supplemental Review or an Interconnection Study may impose additional components or additional testing.

d. Non-Certified Equipment

Non-certified Equipment shall be subjected to the appropriate tests described in Type Testing (Section J.3.) as well as those described in Certified Equipment Commissioning Tests (Section J.5.c.). With CDWP's approval, these tests may be performed in the factory, in the field as part of commissioning, or a combination of both. CDWP, at its discretion, may also approve a reduced set of tests for a particular Generating Facility or, for example, if it determines it has sufficient experience with the equipment.

e. Verification of Settings

At the completion of Commission testing, the Producer shall confirm all devices are set to CDWP-approved settings. Verification shall be documented in the Commissioning Test Certification.

f. Trip Tests:

Interconnection Protective Functions and devices (e.g. reverse power relays) that have not previously been tested as part of the Interconnection Facilities with their associated interrupting devices (e.g. contactor or circuit breaker) shall be trip tested during commissioning. The trip test shall be adequate to prove that the associated interrupting devices open when the protective devices operate. Interlocking circuits between Protective Function devices or between interrupting devices shall be similarly tested unless they are part of a system that has been tested and approved during manufacturing.

g. In-service Tests:

Interconnection Protective Functions and devices that have not previously been tested as part of the Interconnection Facilities with their associated instrument transformers or that are wired in the field shall be given an in-service test during commissioning. This test will verify proper wiring, polarity, CT/PT ratios, and proper operation of the measuring circuits. The in-service test shall be made with the power system energized and carrying a known level of current. A measurement shall be made of the magnitude and phase angle of each Alternating Current (AC) voltage and current connected to the protective device and the results compared to expected values. For protective devices with built-in Metering Functions that report current and voltage magnitudes and phase angles, or magnitudes of current, voltage, and real and reactive power, the metered values may be used for in-service testing. Otherwise, portable ammeters, voltmeters, and phase-angle meters shall be used.



6. Periodic Testing:

Periodic Testing of Interconnection-related Protective Functions shall be performed as specified by the manufacturer, or at least every four years. All Periodic Tests prescribed by the manufacturer shall be performed. The Producer shall maintain Periodic Test reports or a log for inspection by CDWP. Periodic Testing conforming to CDWP test intervals for the particular Line Section may be specified by CDWP under special circumstances, such as high fire hazard areas. Batteries used to activate any Protective Function shall be checked and logged once per month for proper voltage.

Once every four years, the battery must be either replaced or a discharge test performed.

7. Type Testing Procedures Not Defined in Other Standards:

This Section describes the additional Type Tests necessary to qualify a device as Certified under this Rule. These Type Tests are not contained in Underwriters Laboratories UL 1741 Standard *Inverters, Converters and Controllers for Use in Independent Power Systems*, or other referenced standards.

a. Non-Exporting Test Procedures

The Non-Exporting test is intended to verify the operation of relays, controllers and inverters designed to limit the export of power and certify the equipment as meeting the requirements of Screen 2, Options 1 and 2, of the review process. Tests are provided for discrete relay packages and for controllers and inverters with the intended Functions integrated.

(1) Discrete Reverse Power Relay Test:

This version of the Non-Exporting test procedure is intended for discrete reverse power and underpower relay packages provided to meet the requirements of Options 1 and 2 of Screen 2. It should be understood that in the reverse power application, the relay will provide a trip output with power flowing in the export (toward CDWP's Distribution System) direction.

*Step 1: Power Flow Test at Minimum, Midpoint and Maximum Pickup Level Settings*

Determine the corresponding secondary pickup current for the desired export power flow of 0.5 secondary watts (the minimum pickup setting, assumes 5 amp and 120V CT/PT secondary). Apply nominal voltage with minimum current setting at zero (0) degrees phase angle in the trip direction. Increase the current to pickup level. Observe the relay's (LCD or computer display) indication of power values. Note the indicated power level at which the relay trips. The power indication should be within 2% of the expected power. For relays with adjustable settings, repeat this test at the midpoint, and maximum settings. Repeat at phase angles of 90, 180 and 270 degrees and verify that the relay does not operate (measured watts will be zero or negative).

*Step 2: Leading Power Factor Test*

Apply rated voltage with a minimum pickup current setting (calculated value for system application) and apply a leading power factor load current in the non-trip



direction (current lagging voltage by 135 degrees). Increase the current to relay rated current and verify that the relay does not operate. For relays with adjustable settings, this test should be repeated at the minimum, midpoint, and maximum settings.

*Step 3: Minimum Power Factor Test*

At nominal voltage and with the minimum pickup (or ranges) determined in Step 1, adjust the current phase angle to 84 or 276 degrees. Increase the current level to pickup (about 10 times higher than at 0 degrees) and verify that the relay operates. Repeat for phase angles of 90, 180 and 270 degrees and verify that the relay does not operate.

*Step 4: Negative Sequence Voltage Test*

Using the pickup settings determined in Step 1, apply rated relay voltage and current at 180 degrees from tripping direction, to simulate normal load conditions (for three-phase relays, use Ia at 180, Ib at 60 and Ic at 300 degrees). Remove phase-1 voltage and observe that the relay does not operate. Repeat for phases-2 and 3.

*Step 5: Load Current Test*

Using the pickup settings determined in Step 1, apply rated voltage and current at 180 degrees from the tripping direction, to simulate normal load conditions (use Ia at 180, Ib at 300 and Ic at 60 degrees). Observe that the relay does not operate.

*Step 6: Unbalanced Fault Test*

Using the pickup settings determined in Step 1, apply rated voltage and 2 times rated current, to simulate an unbalanced fault in the non-trip direction (use Va at 0 degrees, Vb and Vc at 180 degrees, Ia at 180 degrees, Ib at 0 degrees, and Ic at 180 degrees). Observe that the relay, especially single phase, does operate properly.

*Step 7: Time Delay Settings Test*

Apply Step 1 settings and set time delay to minimum setting. Adjust the current source to the appropriate level to determine operating time, and compare against calculated values. Verify that the timer stops when the relay trips. Repeat at midpoint and maximum delay settings.

*Step 8: Dielectric Test*

Perform the test described in ICDWP 414 using 2 kV RMS for 1 minute.

*Step 9: Surge Withstand Test*

Perform the surge withstand test described in IEEE C37.90.1.1989 or the surge



withstand capability test described in J.3.e.

(2) Discrete Underpower Relay Test

This version of the Non-Exporting test procedure is intended for discrete underpower relay packages and meets the requirements of Option 2 of Screen 2. A trip output will be provided when import power (toward the Producer's load) drops below the specified level.

Note: For an underpower relay, pickup is defined as the highest power level at which the relay indicates that the power is less than the set level.

*Step 1: Power Flow Test at Minimum, Midpoint and Maximum Pickup Level Settings*

Determine the corresponding secondary pickup current for the desired power flow pickup level of 5% of peak load minimum pickup setting. Apply rated voltage and current at 0 (zero) degrees phase angle in the direction of normal load current. Decrease the current to pickup level. Observe the relay's (LCD or computer display) indication of power values. Note the indicated power level at which the relay trips. The power indication should be within 2% of the expected power. For relays with adjustable settings, repeat the test at the midpoint, and maximum settings. Repeat at phase angles of 90, 180 and 270 degrees and verify that the relay operates (measured watts will be zero or negative).

*Step 2: Leading Power Factor Test*

Using the pickup current setting determined in Step 1, apply rated voltage and rated leading power factor load current in the normal load direction (current leading voltage by 45 degrees). Decrease the current to 145% of the pickup level determined in Step 1 and verify that the relay does not operate. For relays with adjustable settings, repeat the test at the minimum, midpoint, and maximum settings.

*Step 3: Minimum Power Factor Test*

At nominal voltage and with the minimum pickup (or ranges) determined in Step 1, adjust the current phase angle to 84 or 276 degrees. Decrease the current level to pickup (about 10% of the value at 0 degrees) and verify that the relay operates. Repeat for phase angles 90, 180 and 270 degrees and verify that the relay operates for any current less than rated current.

*Step 4: Negative Sequence Voltage Test*

Using the pickup settings determined in Step 1, apply rated relay voltage and 25% of rated current in the normal load direction, to simulate light load conditions. Remove phase 1 voltage and observe that the relay does not operate. Repeat for Phases-2 and 3.

*Step 5: Unbalanced Fault Test*

Using the pickup settings determined in Step 1, apply rated voltage and two times rated current, to simulate an unbalanced fault in the normal load direction (use  $V_a$  at 0 degrees,  $V_b$  and  $V_c$  at 180 degrees,  $I_a$  at 0 degrees,  $I_b$  at 180 degrees, and  $I_c$  at 0 degrees). Observe that the relay (especially single-phase types) operates properly.



*Step 6: Time Delay Settings Test*

Apply Step 1 settings and set time delay to minimum setting. Adjust the current source to the appropriate level to determine operating time, and compare against calculated values. Verify that the timer stops when the relay trips. Repeat at midpoint and maximum delay settings.

*Step 7: Dielectric Test*

Perform the test described in IEC 414 using 2 kV RMS for 1 minute.

*Step 8: Surge Withstand Test*

Perform the surge withstand test described in IEEE C37.90.1.1989 or the surge withstand test described in Section J.3.e.

(3) Tests for Inverters and Controllers with Integrated Functions

Inverters and controllers designed to provide reverse or underpower functions shall be tested to certify the intended operation of this function. Two methods are acceptable:

**Method 1:** If the inverter or controller utilizes external current/voltage measurement to determine the reverse or underpower condition, then the inverter or controller shall be functionally tested by application of appropriate secondary currents and potentials as described in the Discrete Reverse Power Relay Test, Section J.7.a.(1) of this Rule.

**Method 2:** If external secondary current or voltage signals are not used, then unit-specific tests must be conducted to verify that power cannot be exported across the PCC for a period exceeding two seconds. These may be factory tests, if the measurement and control points are integral to the unit, or they may be performed in the field.

(4) In-rush Current Test Procedures:

This test will determine the maximum In-rush Current drawn by the Generator.

(1) Locked-Rotor Method

Use the test procedure defined in NEMA MG-1 (manufacturer's data is acceptable if available).

(2) Start-up Method

Install and setup the Generating Facility equipment as specified by the manufacturer. Using a calibrated oscilloscope or data acquisition equipment with appropriate speed and accuracy, measure the current draw at the Point of Interconnection as the Generating Facility starts up and parallels with CDWP's Distribution System. Startup shall follow the normal, manufacturer-specified procedure. Sufficient time and current resolution and accuracy shall be used to capture the maximum current draw within 5%. In-rush Current is defined as the maximum current draw from CDWP during the startup



process, using a 10-cycle moving average. During the test, the utility source, real or simulated, must be capable of maintaining voltage within +/- 5% of rated at the connection to the unit under test. Repeat this test five times. Report the highest 10-cycle current as the In-rush Current. A graphical representation of the time-current characteristic along with the certified In-rush Current must be included in the test report and made available to CDWP.

### **Applicability**

The former CDWP Net Energy Metering 2.0/Interconnection Agreement has been replaced by Rule 21A. This rule applies to all interconnections between CDWP and the generation Producer providing for the Interconnection of a Generating Facility that gives certain rights and obligations to effect or end Interconnection.

Applicable to Customer-Generators, as defined in Section 2827 of the California Public Utilities Code, operating a renewable electrical generation facility, as therein defined, located on the customer's owned, leased, or rented premises, is a vendor/contractor owned PV system that is leased or rented (includes a purchase power agreement) to an CDWP electric customer or a customer owned system that is intended primarily to offset part or all of the customer's own electrical requirements and which is interconnected and operates in parallel with CDWP's power system as authorized by CDWP.

### **Territory**

Within the entire territory served by City of Corona, Department of Water and Power.

### **Net Surplus Compensation Rate**

The net surplus compensation rate per kWh applied to any net surplus energy remaining at the end of the customer's relevant period based on the CDWP rate under which the customer is billed and all the conditions thereof.

### **Special Conditions**

1. As determined in each billing period, when a customer is a net consumer of energy, the resulting net consumed energy will be used in the calculation of all applicable energy charges.
2. As determined in each billing period, when a customer is a net producer of energy, the resulting net produced energy will be used in the calculation of a monetary value that shall only be applied to the customer's monthly bill, including any minimum charges and applicable taxes. The customer acknowledges that no incentive is available for the installed PV system.
3. A customer is a net producer of energy when the amount of generated kilowatt-hours (kWh) of energy that is exported to CDWP's system exceeds the amount that the customer receives from CDWP.
4. The monetary value calculated is the product of the net kWh produced multiplied by the Net Surplus Compensation Rate (NSCR).
5. The NSCR value is established by CDWP to reflect the costs CDWP avoids in procuring power during the time period net surplus generators are likely to produce excess power.
6. CDWP shall retain any net surplus energy generated by the NEM customer, including any associated environmental attributes or renewable energy credits ("REC").



7. To be eligible for service under this Schedule, generating facilities must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules regarding safety and reliability (i.e., CDWP's Electric Rule 21). All generating facilities must have a warranty of at least 10 years for all equipment and the associated installation from the system provider (not from CDWP). All major solar system components (including PV panels and other generation equipment, inverters and meters) must be on the verified equipment list maintained by the CEC. Any other equipment, as determined by CDWP, must be verified as having safety certification from a Nationally Recognized Testing Laboratory.
8. To be eligible for service under this Schedule, the customer's generating facilities must be sized to offset part or all of the customer's own electrical requirements and cannot be oversized. This means that the estimated output of the generating facility, using the CEC-AC nameplate rating for inverter-based generating facilities must not exceed the customer's previous annual usage in kWh. In the event that there is less than 12 months of previous recorded usage data, the standard of 2 watts per square foot of the premises will apply.
9. Customers seeking to interconnect their generating facilities for the purpose of receiving service under this Schedule are subject to the interconnection requirements and interconnection cost responsibility provisions as established in CDWP's Electric Rule 21.
10. A new customer of record who owns, rents, or leases a premise that includes a generating facility that was approved by CDWP for parallel operation prior to the new customer moving in and/or taking electric service with CDWP will take service under this Schedule as long as the requirements of this Schedule are met. This provision also applies to premises where the developer/contractor establishes the interconnection.
11. Existing generating facilities currently under Schedule NEM that are modified such that: (1) the generating capacity or output increases by 10% or more; or (2) adding battery storage will be placed under Schedule NEM 2.0.
12. Existing customers under Schedule NEM will remain under Schedule NEM for a period of fifteen (15) years from the original year in which their generating facility was interconnected to CDWP's grid as determined from the date the customer received the permission to operate (PTO), and then will be switched to Schedule NEM 2.0 or any otherwise applicable rate schedule. Existing customers under Schedule NEM can request to be placed under Schedule NEM 2.0 at any time; the customer's account will be trued up at the time of the request. This means that any outstanding balance due or credit due will be applied to the next regular billing.

## **Solar or Wind Generating Facility**

### **1. Operating Option**

1. Customer has elected to construct, design, install, operate, and maintain the Facility in a manner consistent with the normal and safe operation of the electrical distribution system owned and operated by CDWP. The Facility is intended primarily to provide part or all of the Customer's own electrical energy requirements. If the facility is within the service territory of CDWP, then by that fact the Customer understands, accepts, and agrees that connection and operation of the Customer's Facility shall be subject to the terms and conditions set forth in in CDWP's Electric Service Rules (the "Rules").



2. Pursuant to Electric Service Rule No. 21 and Rule 21A, based on facility type and size, an Interconnection Fee may be required.

## **2. Credits for Net Energy**

1. Customer is eligible to receive credits for energy if Customer's monthly energy generated by the Facility exceeds Customer's monthly energy requirements, calculated by the "Net Metering." Net Metering uses a non-demand, time differentiated meter or meters to measure the difference between the energy supplied by CDWP and the energy generated by the Facility and supplied to CDWP. Net metering account billing options, net energy carryover rules and restrictions, and energy costs are controlled by CDWP's Net Metering Schedule in effect at the time of Customer's start of service.

## **3. Interruption or Reduction of Deliveries**

1. CDWP shall not be obligated to accept, and CDWP may require Customer to interrupt or reduce, deliveries of energy to CDWP: (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of CDWP's equipment or part of the CDWP system; or (b) if CDWP determines that curtailment, interruption, or reduction of receipt of energy from Customer's Facility is necessary because of emergencies, forced outages, force majeure, or compliance with prudent electrical practices.
2. Notwithstanding any other provision of this Rule, if at any time CDWP, in its sole discretion, determines that either (a) the Facility may endanger CDWP personnel or members of the general public, or (b) the continued operation of Customer's Facility may impair the integrity of CDWP's electric distribution system, CDWP shall have the right to disconnect Customer's Facility from CDWP's electric distribution system. Customer's Facility shall remain disconnected until such time as CDWP is satisfied that the condition(s) referenced in (a) or (b) of this paragraph have been corrected, and CDWP shall not be obligated to compensate Customer for any loss of use of generation or energy during any and all periods of such disconnection.

## **4. Interconnection**

1. Customer shall deliver energy from the Facility to CDWP at CDWP's meter.
2. Customer, and not CDWP, shall be solely responsible for all legal and financial obligations arising from the construction, installation, design, operation, and maintenance of the Facility in accordance with all applicable laws and regulations.
3. Customer, at Customer's sole expense, shall obtain and possess all permits and authorizations in accordance with all applicable laws and regulations for the construction, installation, design operation and maintenance of the Facility.
4. CDWP shall furnish and install one or more standard watt-hour meters to read energy generated by Customer's Facility. Customer shall provide and install a meter socket and connections in accordance with CDWP's metering standards. If the Customer desires more detailed metering equipment, all associated costs will be incurred by the Customer.
5. CDWP shall have the right to have its representatives present at the final inspection made by the governmental authority having jurisdiction to inspect and approve the installation of the Generating Facility or battery storage. For interconnections involving battery storage, Customer shall be responsible for all inspection and commissioning fees.



Customer shall notify CDWP in accordance with the terms of Section 12, herein, at least five (5) days prior to such inspection.

6. Customer shall not connect the Facility, or any portion of it, to CDWP's distribution system, until written approval of Facility has been given to Customer by CDWP. Such approval shall not be unreasonably withheld.
7. Customer may reconnect its Facility to the CDWP system following normal operational outages and interruptions without notifying CDWP unless CDWP has disconnected service, or CDWP notifies Customer that a reasonable possibility exists that reconnection would pose a safety hazard.
8. If CDWP has disconnected Service to the Facility, or CDWP has notified Customer that a reasonable possibility exists that reconnection would pose a safety hazard, Customer may call CDWP's Customer Service Center to request authorization to reconnect the Facility.

## **5. Design Requirements**

1. Customer's Facility, and all portions of it used to provide or distribute electrical power and parallel interconnection with CDWP's distribution equipment shall be designed, installed, constructed, operated, and maintained in compliance with this Rule. Compliance with this section is mandatory.
2. Customer shall conform to all applicable solar or wind electrical generating system safety and performance standards established by CDWP's Electric Service Rule No. 21, the National Electrical Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), and accredited testing laboratories such as Underwriters Laboratories, and where applicable, rules of the Public Utilities Commission regarding safety and reliability, and applicable building codes.

## **6. Maintenance and Permits**

1. Customer shall: (a) maintain the Facility and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, requirements of Section 5 above, and (b) to the extent that future requirements may require, obtain any governmental authorizations or permits required for the operation of the Facility. Customer shall reimburse CDWP for any and all losses, damages, claims, penalties, or liability CDWP incurs as a result of Customer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of the Customer's Facility.

## **7. Access to Premises**

1. CDWP may enter Customer's premises without prior notice (a) to inspect, at all reasonable hours, Customer's protective devices and read or test any meter for the Facility and (b) to disconnect, at any time, without notice, the Facility if, in CDWP's sole opinion, a hazardous condition exists and that immediate action is necessary to protect persons, or CDWP's facilities, or property of others from damage or interference caused by (1) Customer's Facility, or (2) Customer's failure to comply with the requirements of this Rule.



## **8. Indemnity and Liability by Customer**

1. Customer shall indemnify and hold CDWP, its directors, officers, agents and employees harmless against all loss, damages expense and liability to third persons for injury to or death of persons or injury to property caused by the Customer's engineering design, construction, installation, ownership, maintenance or operations of the Facility in connection with this Agreement by reason of omission or negligence, whether active or passive. Customer shall, on CDWP's request, defend any suit asserting a claim covered by this indemnity. Customer shall pay all costs that may be incurred by CDWP in enforcing this indemnity.
2. Neither CDWP, its officers, agents or employees shall be liable for any claims, demands, costs, losses, causes of action, or any other construction, ownership, maintenance or operation of, or making of replacements, additions or betterment to, Customer's Facility except to the extent actually caused by the sole and gross negligence of the CDWP.
3. Neither CDWP, its officers, agents or employees shall be liable for damages of any kind to the Facility caused by any electrical disturbance of the CDWP system or on the system of another, whether or not the electrical disturbance results from the negligence of CDWP.

## **9. Insurance**

1. To the extent that Customer has currently in force all risk property insurance and comprehensive personal or commercial general liability insurance, Customer agrees that it will maintain such insurance in force for the duration of this Agreement. CDWP and the City shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation. In the event the solar generating system is greater than 30 kW (CEC AC), such insurance shall, by endorsement to the policy or policies, provide for thirty (30) calendar days written notice to CDWP prior to cancellation, termination, alteration, or material change of such insurance.



**EXHIBIT "B"**

**CITY OF CORONA DEPARTMENT OF WATER AND POWER SCHEDULE OF  
USER/SERVICE FEES FOR THE PROVISION OF ELECTRIC ENERGY**

[SEE ATTACHED NINE (9) PAGES]



EXHIBIT “B”

CITY OF CORONA

DEPARTMENT OF WATER AND POWER

SCHEDULE OF USER/SERVICE FEES FOR THE

PROVISION OF ELECTRIC ENERGY

Adopted February 4, 2004  
By Ordinance No. 2692  
Amended October 20, 2004  
By Resolution No. 2004-181  
Amended May 18, 2005  
By Resolution No. 2005-050  
Amended February 1, 2006  
By Resolution No. 2006-10  
Amended April 19, 2006  
By Resolution No. 2006-48  
Amended December 20, 2006  
By Resolution No. 2006-161  
Amended September 01, 2021  
By Resolution No. 2021-102



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**SCHEDULE AL-2  
OUTDOOR AREA LIGHTING SERVICE  
METERED**

A. Applicability.

Applicable to single-phase service for metered outdoor area lighting load, controlled for dusk to dawn operation and used for purposes other than street and highway lighting such as, but not limited to parking lots, pedestrian walkways, billboards, building exteriors, security, sports and recreation areas, monuments, decorative areas, and bus shelters.

B. Territory.

Within the entire territory served.

C. Rates.

Energy Charge - \$/kWh/Meter/Month	0.08224
Customer Charge- \$/Meter/Month	7.00

D. Special Condition

1. Voltage.

Service will be provided at one (1) standard voltage.

2. Three-Phase Service.

Where, in the sole opinion of the Utility, it is impractical to provide single-phase service under this Schedule, three-phase service will be provided.

3. Separate Point of Delivery.

When requested by the Applicant or Customer, and agreed upon by the Utility, an additional Point of Delivery may be provided, separate from any other Point of Delivery provided under any other applicable Rate Schedule. Customers so served shall not be permitted to have an electrical interconnection beyond the Utility's Point of Delivery between the separately metered loads except upon written approval of the Utility.

A change from this Schedule to any other Rate Schedule will be permitted if the additional Point of Delivery is removed. Any such removal shall be at the Customer's expense.

Any rearrangement of facilities required to provide the additional Point of Delivery shall be at the expense of the requesting Applicant or Customer.



4. Controlled Operation.

Service under this Schedule requires the control of lamps in a manner acceptable to the Utility so that lamps will not be lighted daily from dawn to dusk. Customer shall install, own, operate, and maintain the control device. The Utility shall have the right to periodically inspect the control device to ensure its correct operation and maintenance.

5. Distribution Line Extension.

Distribution Line Extensions to reach an outdoor area light or area lighting system shall be in accordance with Rule 15.

6. Services.

Services shall be installed and maintained as provided in Rule 16.

7. Incidental Loads.

Incidental, non-lighting loads may be served under this Schedule only where such Connected Loads do not exceed fifteen percent (15%) of the Customer's total Connected Load. Incidental Loads must also be controlled for dusk to dawn operation exclusively.

8. Billing Calculation.

A Customer's bill is first calculated according to the rates and conditions above. The charges are calculated by applying the Rate Charges when applicable to the actual billing determinants (kilowatt hours [kWh], demand [kW], etc.).

9. Power Cost Adjustment Factor (PCAF).

The rates above are subject to an adjustment as provided in Rule 12, Section E.

10. Change of Law Adjustment Factor (CLAF).

The rates above are subject to an adjustment as provided in Rule 12, Section F.

11. State Mandated Public Benefits Charge.

State law requires all California electric utilities to establish a public benefit charge of 2.85% of electric retail revenues to fund qualifying energy efficiency programs, renewable energy resources, research and demonstration projects, and services for low-income electricity customers.



## SCHEDULE D DOMESTIC SERVICE

A. Applicability.

Applicable to individual, accommodations devoted primarily to domestic purposes where service includes lighting, appliances, heating, cooking and power consuming appliances or combination thereof in a single-family accommodation.

B. Territory.

Within the entire territory served.

C. Rates.

Energy Charge \$/kWh/Meter	
Summer	
Tier 1 – Baseline Quantities	0.11808
Tier 2 - 101% to 130% of Baseline	0.13741
Tier 3 – 131% to 200% of Baseline	0.22696
Tier 4 – Over 200% of Baseline	0.32337
Winter	
Tier 1 – Baseline Quantities	0.11808
Tier 2 - 101% to 130% of Baseline	0.13741
Tier 3 – 131% to 200% of Baseline	0.22696
Tier 4 – Over 200% of Baseline	0.32337
Customer Charge - \$/Meter/Day	
Single-Family Residence	0.029
Multi-Family Residence	0.022

D. Special Conditions.

1. Summer and Winter Seasons are defined as follows:

The Summer Season shall commence at 12:00 a.m. on June 1<sup>st</sup> and continue until 12:00 a.m. on October 1<sup>st</sup> of each year. The Winter Season shall commence at 12:00 a.m. on October 1<sup>st</sup> of each year and continue until 12:00 a.m. on June 1<sup>st</sup> of the following year. A pro rata computation will be made for seasonal billing purposes.

2. Customer Charge: For purposes of applying the Customer Charge, the following definitions shall be used:

Single-Family Residence: A building of single occupancy, which does not share common walls, floors, or ceiling with other residential dwelling units.

Multi-Family Residence: Apartments, mobilehomes, condominiums, townhouses or a building of multiple occupancy which shares common walls and/or floors and



ceilings with other residential dwelling units.

3. Voltage. Service will be supplied at one (1) standard voltage.
4. Baseline Quantities: The residential allocation shall be 470 kWhs per month in the Summer Season and 355 kWhs per month in the Winter Season.
5. Customer-Owned Electrical Generating Facilities.

Upon written approval by the Utility, momentary parallel operation may be permitted to allow the Customer to test the auxiliary/emergency generating facilities.

6. Billing Calculation.

A Customer's bill is calculated according to the rates and conditions above. The charges are calculated by applying the Rate Charges when applicable to the actual billing determinants (kilowatt hours [kWh]).

7. Power Cost Adjustment Factor (PCAF).

The rates above are subject to an adjustment as provided in Rule 12, Section E.

8. Change of Law Adjustment Factor (CLAF).

The rates above are subject to an adjustment as provided in Rule 12, Section F.

9. State Mandated Public Benefits Charge.

State law requires all California electric utilities to establish a public benefit charge of 2.85% of electric retail revenues to fund qualifying energy efficiency programs, renewable energy resources, research and demonstration projects, and services for low-income electricity customers.



**SCHEDULE GS-1  
GENERAL SERVICE  
NON-DEMAND**

A. Applicability.

Applicable to single and three-phase general service including lighting and power, except for the Customer whose monthly Maximum Demand, in the opinion of the Utility, is expected to exceed 20 kW or has exceeded 20 kW in any three (3) months during the preceding twelve (12) months is ineligible for service under this Schedule. Effective with the date of ineligibility of any Customer served under this Schedule, the Customer's account shall be transferred to Schedule GS-2 or another applicable Rate Schedule.

B. Territory.

Within the entire territory served.

C. Rates.

Energy Charge \$/kWh/Meter/Month	
Summer	0.17280
Winter	0.16872
Customer Charge - \$/Meter/Day	0.42700
Three Phase Service - \$/Day	0.10400

D. Special Conditions.

1. Summer and Winter Seasons are defined as follows:

The Summer Season shall commence at 12:00 a.m. on June 1<sup>st</sup> and continue until 12:00 a.m. on October 1<sup>st</sup> of each year. The Winter Season shall commence at 12:00 a.m. on October 1<sup>st</sup> of each year and continue until 12:00 a.m. on June 1<sup>st</sup> of the following year. A pro rata computation will be made for seasonal billing purposes.

2. Voltage. Service will be supplied at one (1) standard voltage.

3. Three-Phase Service. Where the Utility provides three-phase service, the billing will be increased by the amount shown in the Rates section above.

4. Temporary Discontinuance of Service.

Where the use of energy is seasonal or intermittent, no adjustments will be made for a temporary discontinuance of service. Any Customer, prior to resuming



service within twelve (12) months after such service was discontinued, will be required to pay all charges which would have been billed if service had not been discontinued.

5. Customer-Owned Electrical Generating Facilities.

Upon written approval by the Utility, momentary parallel operation may be permitted to allow the Customer to test the auxiliary/emergency generating facilities.

6. Installation of Demand Meters.

Where a Customer's usage exceeds an average of 4,500 kWh per month in the preceding 12-month period, the Utility may, at its sole option, install a demand Meter on the account at the Utility's expense.

7. Billing Calculation.

A Customer's bill is calculated according to the rates and conditions above. The charges are calculated by applying the Rate Charges when applicable to the actual billing determinants (kilowatt hours [kWh], demand [kW], etc.).

8. Power Cost Adjustment Factor (PCAF).

The rates above are subject to an adjustment as provided in Rule 12, Section E.

9. Change of Law Adjustment Factor (CLAF).

The rates above are subject to an adjustment as provided in Rule 12, Section F.

10. State Mandated Public Benefits Charge.

State law requires all California electric utilities to establish a public benefit charge of 2.85% of electric retail revenues to fund qualifying energy efficiency programs, renewable energy resources, research and demonstration projects, and services for low-income electricity customers.



## SCHEDULE GS-2 GENERAL SERVICE – DEMAND

A. Applicability.

Applicable to single and three-phase service including lighting and power Customers whose monthly Maximum Demand registers, or in the opinion of the Utility is expected to register, above 20 kW and below 200 kW. The Customer, whose monthly Maximum Demand, in the opinion of the Utility, is expected to reach 200 kW or has reached 200 kW for any three (3) months during the preceding twelve (12) months is ineligible for service under this Schedule. Effective with the date of ineligibility, such Customer's account shall be transferred to another applicable Rate Schedule. Further, any Customer served under this Schedule whose monthly Maximum Demand has registered 20 kW or less for twelve (12) consecutive months is eligible for service under another applicable Rate Schedule.

B. Territory.

Within the entire territory served.

C. Rates.

Energy Charge - \$/kWh/Meter/Month	
Non TOU Pricing Option	
Summer Season	0.09648
Winter Season	0.08738
TOU Pricing Option	
Summer Season – On-Peak	0.12283
Mid-Peak	0.10005
Off-Peak	0.07020
Winter Season – Mid-Peak	0.10407
Off-Peak	0.07451
Customer Charge - \$/Meter/Month	71.50
Demand Charge - \$/kW of Billing Demand/Meter/Month	
Facilities Related	7.35
Time Related	20.67
TOU Option Meter Charge - \$/Meter/Month	
Standard	13.92
RTEM	119.98



D. Special Conditions.

1. Time periods are defined as follows:

On-Peak: Noon to 6:00 p.m. summer weekdays except holidays.  
Mid-Peak: 8:00 a.m. to noon and 6:00 p.m. to 11:00 p.m. summer weekdays  
except holidays.  
8:00 a.m. to 9:00 p.m. winter weekdays except holidays.  
Off-Peak: All other hours.

Holidays are New Year's Day (January 1), Washington's Birthday (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veteran's Day (November 11), Thanksgiving Day (fourth Thursday in November), and Christmas (December 25).

When any holiday listed above falls on Sunday, the following Monday will be recognized as an off-peak period. No change will be made for holidays falling on Saturday.

The Summer Season shall commence at 12:00 a.m. on June 1<sup>st</sup> and continue until 12:00 a.m. on October 1<sup>st</sup> of each year. The Winter Season shall commence at 12:00 a.m. on October 1<sup>st</sup> of each year and continue until 12:00 a.m. on June 1<sup>st</sup> of the following year. A pro rata computation will be made for seasonal billing purposes.

2. TOU Pricing Option.

Customers may elect the TOU Pricing Option under this Schedule, but only after installation of an interval meter provided at the customer's expense. Customers may elect a standard interval meter data recorder (IDR) or Real Time Energy Metering (RTEM) and shall pay the monthly charges as indicated in the Rates Section of this Schedule. Service under TOU pricing will become effective on the next regularly scheduled meter read date following installation of the standard interval meter.

3. Voltage.

Service will be supplied at one (1) standard voltage.

4. Billing Demand.

The Billing Demand shall be the kilowatts of Maximum Demand, determined to the nearest kW. The Demand Charge shall include the following billing components. The Time Related Component shall be for the kilowatts of Maximum Demand recorded during (or established for) the monthly billing period. The Facilities Related Component shall be for the kilowatts of Maximum Demand recorded during (or established for) the monthly billing period. However, when the Utility determines the Customer's Meter will record little or



no energy use for extended periods of time or when the Customer's Meter has not recorded a Maximum Demand in the preceding eleven (11) months, the Facilities Related Component of the Demand Charge may be established at fifty percent (50%) of the Customer's Connected Load.

5. Maximum Demand.

The Maximum Demand in any month shall be the measured maximum average kilowatt input, indicated or recorded by instruments, during any 15-minute metered interval in the month, but, where applicable, shall not be less than the diversified resistance welder load computed in accordance with the section designated Welder Service in Rule 2. Where the demand is intermittent or subject to violent fluctuations, a 5-minute interval may be used.

6. Temporary Discontinuance of Service.

Where the use of energy is seasonal or intermittent, no adjustments will be made for a temporary discontinuance of service. Any Customer resuming service within twelve (12) months after such service was discontinued will be required to pay all charges which would have been billed if service had not been discontinued.

7. Customer-Owned Electrical Generating Facilities.

Upon written approval by the Utility, momentary parallel operation may be permitted to allow the Customer to test the auxiliary/emergency generating facilities.

8. Billing Calculation.

A Customer's bill is calculated according to the rates and conditions above. The charges are calculated by applying the Rate Charges when applicable to the actual billing determinants (kilowatt hours [kWh], demand [kW], etc.).

9. Power Cost Adjustment Factor (PCAF).

The rates above are subject to an adjustment as provided in Rule 12, Section E.

10. Change of Law Adjustment Factor (CLAF).

The rates above are subject to an adjustment as provided in Rule 12, Section F.

11. State Mandated Public Benefits Charge.

State law requires all California electric utilities to establish a public benefit charge of 2.85% of electric retail revenues to fund qualifying energy efficiency programs, renewable energy resources, research and demonstration projects, and services for low-income electricity customers.



**SCHEDULE LS-3  
STREET LIGHTING  
CUSTOMER-OWNED INSTALLATION - METERED SERVICE**

A. Applicability.

Applicable to metered service for the lighting of streets, directional highway signs served in conjunction with street and highway lighting, other public thoroughfares, and publicly owned and publicly-operated automobile parking lots which are open to the general public, where the Customer owns the street lighting equipment operated within the period from dusk to dawn.

B. Territory.

Within the entire territory served.

C. Rates.

Energy Charge - \$/kWh/Meter/Month	0.08224
Customer Charge - \$/Meter/Month	
Multiple Service	7.00
Series Service	548.03

D. Special Conditions

1. Ownership of Facilities.

- a. For multiple systems the Utility will deliver service at 120, 120/240 volts, or, at the option of the Utility, at 240/480 or 277/480 volts, three-wire, single-phase.
- b. The Customer will furnish and maintain all utilization equipment beyond the Point of Delivery.
- c. Meter locations for multiple systems shall be at points mutually agreed upon.

2. Service Connections, Meters, and Distribution Extensions.

- a. The point or points of service connection shall be mutually agreed upon by the Utility and the Customer.
- b. Distribution Line Extensions to reach a streetlight or a street light system shall be in accordance with Rule 15.



3. Switching Facilities.

The Customer shall furnish, maintain, and operate switching facilities.

4. Removal of Equipment.

Where street lighting service and facilities were ordered removed by a Customer and such service and facilities, or their equivalent are ordered reinstalled within thirty-six (36) months from the date of the order to remove, the Customer shall pay to the Utility in advance of reinstallation a nonrefundable amount equal to the cost of removal of the prior facilities and the estimated cost of such reinstallation. Utility-owned facilities removed or installed remain the sole property of the Utility.

5. Modification of Facilities.

Where the Customer requests a modification of Utility-owned facilities serving Customer-owned street light facilities, and such modifications are acceptable to the Utility, the Utility will perform the requested modifications, provided the Customer agrees to pay the cost of said modifications.

6. Billing Calculation.

A Customer's bill is first calculated according to the rates and conditions above. The charges are calculated by applying the Rate Charges when applicable to the actual billing determinants (kilowatt hours [kWh], demand [kW], etc.).

7. Power Cost Adjustment Factor (PCAF).

The rates above are subject to an adjustment as provided in Rule 12, Section E.

8. Change of Law Adjustment Factor (CLAF).

The rates above are subject to an adjustment as provided in Rule 12, Section F.

9. State Mandated Public Benefits Charge.

State law requires all California electric utilities to establish a public benefit charge of 2.85% of electric retail revenues to fund qualifying energy efficiency programs, renewable energy resources, research and demonstration projects, and services for low-income electricity customers.



**SCHEDULE PA-2  
AGRICULTURAL AND PUMPING  
DEMAND METERED**

A. Applicability.

Applicable to where the Utility determines that 70% of more of the customer's electrical usage is for general agricultural purposes or for general water or sewerage pumping and none of any remaining electrical usage is for purposes for which a domestic schedule is applicable. The Customer whose monthly Maximum Demand, in the opinion of the Utility, is expected to reach 200 kW or has reached 200 kW for any three (3) months during the preceding twelve (12) months is ineligible for service under this Schedule. Effective with the date of ineligibility, the Customer's account shall be transferred to another applicable Rate Schedule. This Schedule is subject to Meter availability.

B. Territory.

Within the entire territory served.

C. Rates.

Energy Charge - \$/kWh/Meter/Month	
Summer	0.10027
Winter	0.09809
Customer Charge - \$/Meter/Month	44.50
Demand Charge - \$/kW of Billing Demand/Meter/Month	
Facilities Related	6.76
Optional TOU Meter - \$/Meter/Month	3.66

D. Special Conditions.

1. Summer and Winter Seasons are defined as follows:

The Summer Season shall commence at 12:00 a.m. on June 1<sup>st</sup> and continue until 12:00 a.m. on October 1<sup>st</sup> of each year. The Winter Season shall commence at 12:00 a.m. on October 1<sup>st</sup> of each year and continue until 12:00 a.m. on June 1<sup>st</sup> of the following year. A pro rata computation will be made for seasonal billing purposes.

2. Voltage.

Service will be supplied at one (1) standard voltage.



3. Billing Demand.

The Billing Demand shall be the kilowatts of Maximum Demand, determined to the nearest kW. The Demand Charge shall include the following billing components. The Time Related Component shall be for the kilowatts of Maximum Demand recorded during (or established for) the monthly billing period. The Facilities Related Component shall be for the kilowatts of Maximum Demand recorded during (or established for) the monthly billing period. However, when the Utility determines the Customer's Meter will record little or no energy use for extended periods of time or when the Customer's Meter has not recorded a Maximum Demand in the preceding eleven (11) months, the Facilities Related Component of the Demand Charge may be established at fifty percent (50%) of the Customer's Connected Load.

4. Maximum Demand.

The Maximum Demand in any month shall be the measured maximum average kilowatt input, indicated or recorded by instruments, during any 15-minute metered interval in the month, but, where applicable, shall not be less than the diversified resistance welder load computed in accordance with the section designated Welder Service in Rule 2. Where the demand is intermittent or subject to violent fluctuations, a 5-minute interval may be used.

5. Temporary Discontinuance of Service.

Where the use of energy is seasonal or intermittent, no adjustments will be made for a temporary discontinuance of service. Any Customer resuming service within twelve (12) months after such service was discontinued will be required to pay all charges which would have been billed if service had not been discontinued.

6. Customer-Owned Electrical Generating Facilities.

Upon written approval by the Utility, momentary parallel operation may be permitted to allow the Customer to test the auxiliary/emergency generating facilities.

7. Billing Calculation.

A Customer's bill is calculated according to the rates and conditions above. The charges are calculated by applying the Rate Charges when applicable to the actual billing determinants (kilowatt hours [kWh], demand [kW], etc.).

8. Power Cost Adjustment Factor (PCAF).

The rates above are subject to an adjustment as provided in Rule 12, Section E.

9. Change of Law Adjustment Factor (CLAF).



The rates above are subject to an adjustment as provided in Rule 12, Section F.

10. State Mandated Public Benefits Charge.

State law requires all California electric utilities to establish a public benefit charge of 2.85% of electric retail revenues to fund qualifying energy efficiency programs, renewable energy resources, research and demonstration projects, and services for low-income electricity customers.



## **SCHEDULE TC-1 TRAFFIC CONTROL SERVICE**

**A. Applicability.**

Applicable to single and three-phase service for traffic directional signs or traffic signal systems located on streets, highways and other public thoroughfares and to railway crossing and track signals; for public thoroughfare lighting that is utilized twenty-four (24) hours per day or is not controlled by switching equipment, such as tunnel or underpass lighting; and, to public authorities for the illumination of bus stop shelters located in the dedicated road right-of-way where such service is combined with other traffic control service as defined above.

**B. Territory.**

The entire territory served.

**C. Rates.**

Energy Charge - \$/kWh/Meter/Month	0.11407
Customer Charge - \$/Meter/Day	0.31200
Three-Phase Service - \$/Day	0.10400

**D. Special Condition**

**1. Voltage.**

Service will be supplied at one (1) standard voltage not in excess of 240 volts or, at the option of the Utility, at 240/480 volts, three-wire, single-phase.

**2. Three-Phase Service.**

Where the Utility provides three-phase service, the billing will be increased by the amount shown in the Rates section above.

**3. Billing Calculation.**

A Customer's bill is calculated according to the total rates and conditions above. The charges are calculated by applying the Rate Charges when applicable to the actual billing determinants (kilowatt hours [kWh], demand [kW], etc.).

**4. Power Cost Adjustment Factor (PCAF).**

The rates above are subject to an adjustment as provided in Rule 12, Section E.



5. Change of Law Adjustment Factor (CLAF).

The rates above are subject to an adjustment as provided in Rule 12, Section F.

6. State Mandated Public Benefits Charge.

State law requires all California electric utilities to establish a public benefit charge of 2.85% of electric retail revenues to fund qualifying energy efficiency programs, renewable energy resources, research and demonstration projects, and services for low-income electricity customers.



### **SCHEDULE TOU-GS-3**

#### **TIME-OF-USE – GENERAL SERVICE – DEMAND METERED**

**A. Applicability.**

Applicable to single and three-phase service including lighting and power Customers whose monthly Maximum Demand registers, or in the opinion of the Utility is expected to register 200 kW through 500 kW. The customer whose monthly Maximum Demand, in the opinion of the Utility, is expected to exceed 500 kW or has exceeded 500 kW for any three (3) months during the preceding twelve (12) months is ineligible for service under this Schedule and effective with the date of ineligibility, such Customer's account shall be transferred to another applicable Rate Schedule. Further, any Customer served under this Schedule whose monthly Maximum Demand has registered below 200 kW for twelve (12) consecutive months is ineligible for service under this Rate Schedule, and shall be transferred to another applicable Rate Schedule.

**B. Territory.**

Within the entire territory served.

**C. Rates.**

Energy Charge - \$/kWh/Meter/Month	
Summer Season – On-Peak	0.13561
Mid-Peak	0.11027
Off-Peak	0.07706
Winter Season – Mid-Peak	0.11282
Off-Peak	0.08052
Customer Charge - \$/Meter/Month	277.25
Demand Charge - \$/kW of Billing Demand/Meter/Month	
Facilities Related	7.62
Time Related	
Summer Season – On-Peak	18.16
Mid-Peak	6.23
Power Factor Adjustment - \$/KVA	0.18

**D. Special Conditions.**

**1. Time periods are defined as follows:**

On-Peak: Noon to 6:00 p.m. summer weekdays except holidays.  
Mid-Peak: 8:00 a.m. to noon and 6:00 p.m. to 11:00 p.m. summer weekdays except holidays.  
8:00 a.m. to 9:00 p.m. winter weekdays except holidays.  
Off-Peak: All other hours.



Holidays are New Year's Day (January 1), Washington's Birthday (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veteran's Day (November 11), Thanksgiving Day (fourth Thursday in November), and Christmas (December 25).

When any holiday listed above falls on Sunday, the following Monday will be recognized as an off-peak period. No change will be made for holidays falling on Saturday.

The Summer Season shall commence at 12:00 a.m. on June 1<sup>st</sup> and continue until 12:00 a.m. on October 1<sup>st</sup> of each year. The Winter Season shall commence at 12:00 a.m. on October 1<sup>st</sup> of each year and continue until 12:00 a.m. on June 1<sup>st</sup> of the following year. A pro rata computation will be made for seasonal billing purposes.

2. Voltage.

Service will be supplied at one (1) standard voltage.

3. Billing Demand.

The Billing Demand shall be the kilowatts of Maximum Demand, determined to the nearest kW. The Demand Charge shall include the following billing components. The Time Related Component shall be for the kilowatts of Maximum Demand recorded during (or established for) the monthly billing period. The Facilities Related Component shall be for the kilowatts of Maximum Demand recorded during (or established for) the monthly billing period.

However, when the Utility determines the Customer's Meter will record little or no energy use for extended periods of time or when the Customer's Meter has not recorded a Maximum Demand in the preceding eleven (11) months, the Facilities Related Component of the Demand Charge may be established at fifty percent (50%) of the Customer's Connected Load.

4. Maximum Demand.

Maximum Demand shall be established for the On-Peak, Mid-Peak, and Off-Peak periods. The Maximum Demand in any month shall be the measured maximum average kilowatt input, indicated or recorded by instruments, during any 15-minute metered interval in the month, but, where applicable, shall not be less than the diversified resistance welder load computed in accordance with the section designated Welder Service in Rule 2. Where the demand is intermittent or subject to violent fluctuations, a 5-minute interval may be used.

5. Power Factor Adjustment.

The Customer's bill will be increased each month for power factor by the amount shown in the Rates section above for service metered and delivered at the



applicable voltage level, based on the per kilovar of maximum reactive demand imposed by the Utility.

The maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15-minute interval in the month. The kilovars shall be determined to the nearest unit. A device will be installed on each kilovar meter to prevent reverse operation of the meter.

6. Temporary Discontinuance of Service.

Where the use of energy is seasonal or intermittent, no adjustments will be made for a temporary discontinuance of service. Any Customer resuming service within twelve (12) months after such service was discontinued will be required to pay all charges which would have been billed if service had not been discontinued.

7. Customer-Owned Electrical Generating Facilities.

Upon written approval by the Utility, momentary parallel operation may be permitted to allow the Customer to test the auxiliary/emergency generating facilities.

8. Billing Calculation.

A Customer's bill is calculated according to the rates and conditions above. The charges are calculated by applying the Rate Charges when applicable to the actual billing determinants (kilowatt hours [kWh], demand [kW], kilovar [kVa], etc.).

9. Power Cost Adjustment Factor (PCAF).

The rates above are subject to an adjustment as provided in Rule 12, Section E.

10. Change of Law Adjustment Factor (CLAF).

The rates above are subject to an adjustment as provided in Rule 12, Section F.

11. State Mandated Public Purpose Programs Charge.

State law requires all California electric utilities to establish a public purpose programs charge of 2.85% of electric retail revenues to fund qualifying energy efficiency programs, renewable energy resources, research and demonstration projects, and services for low-income electricity customers.



## SCHEDULE TOU-PA TIME-OF-USE AGRICULTURAL AND PUMPING

A. Applicability.

Applicable to where the Utility determines that 70% of more of the customer's electrical usage is for general agricultural purposes or for general water or sewerage pumping and none of any remaining electrical usage is for purposes for which a domestic schedule is applicable. Applicable to either Customers whose monthly Maximum Demand, in the opinion of the Utility, is expected to register 200 kW through 500 kW or Customers who are eligible for Schedule PA-2 and elect time-of-use pricing. The Customer whose monthly Maximum Demand, in the opinion of the Utility, is expected to exceed 500 kW or has exceeded 500 kW for any three (3) months during the preceding twelve (12) months is ineligible for service under this Schedule. Effective with the date of ineligibility, the Customer's account shall be transferred to Schedule TOU-8. This Schedule is subject to Meter availability.

B. Territory.

Within the entire territory served.

C. Rates.

Energy Charge - \$/kWh/Meter/Month	
Summer Season – On-Peak	0.13064
Mid-Peak	0.10929
Off-Peak	0.05226
Winter Season – Mid-Peak	0.12255
Off-Peak	0.05226
Customer Charge - \$/Meter/Month	63.25
Demand Charge - \$/kW of Billing Demand/Meter/Month	
Facilities Related	3.85
Time Related	10.85
Power Factor Adjustment - \$/KVA	0.18

D. Special Conditions.

1. Summer and Winter Seasons are defined as follows:

The Summer Season shall commence at 12:00 a.m. on June 1<sup>st</sup> and continue until 12:00 a.m. on October 1<sup>st</sup> of each year. The Winter Season shall commence at 12:00 a.m. on October 1<sup>st</sup> of each year and continue until 12:00 a.m. on June 1<sup>st</sup> of the following year. A pro rata computation will be made for seasonal billing purposes.



2. Voltage.

Service will be supplied at one (1) standard voltage.

3. Billing Demand.

The Billing Demand shall be the kilowatts of Maximum Demand, determined to the nearest kW. The Demand Charge shall include the following billing components. The Time Related Component shall be for the kilowatts of Maximum Demand recorded during (or established for) the monthly billing period. The Facilities Related Component shall be for the kilowatts of Maximum Demand recorded during (or established for) the monthly billing period. However, when the Utility determines the Customer's Meter will record little or no energy use for extended periods of time or when the Customer's Meter has not recorded a Maximum Demand in the preceding eleven (11) months, the Facilities Related Component of the Demand Charge may be established at fifty percent (50%) of the Customer's Connected Load.

4. Maximum Demand.

The Maximum Demand in any month shall be the measured maximum average kilowatt input, indicated or recorded by instruments, during any 15-minute metered interval in the month, but, where applicable, shall not be less than the diversified resistance welder load computed in accordance with the section designated Welder Service in Rule 2. Where the demand is intermittent or subject to violent fluctuations, a 5-minute interval may be used.

5. Power Factor Adjustment.

The Customer's bill will be increased each month for power factor by the amount shown in the Rates section above for service metered and delivered at the applicable voltage level, based on the per kilovar of maximum reactive demand imposed by the Utility.

The maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15 minute metered interval in the month. The kilovars shall be determined to the nearest unit. A device will be installed on each kilovar Meter to prevent reverse operation of the Meter.

6. Temporary Discontinuance of Service.

Where the use of energy is seasonal or intermittent, no adjustments will be made for a temporary discontinuance of service. Any Customer resuming service within twelve (12) months after such service was discontinued will be required to pay all charges which would have been billed if service had not been discontinued.



7. Customer-Owned Electrical Generating Facilities.

Upon written approval by the Utility, momentary parallel operation may be permitted to allow the Customer to test the auxiliary/emergency generating facilities.

8. Billing Calculation.

A Customer's bill is calculated according to the rates and conditions above. The charges are calculated by applying the Rate Charges when applicable to the actual billing determinants (kilowatt hours [kWh], demand [kW], kilovar [kVa], etc.).

9. Power Cost Adjustment Factor (PCAF).

The rates above are subject to an adjustment as provided in Rule 12, Section E.

10. Change of Law Adjustment Factor (CLAF).

The rates above are subject to an adjustment as provided in Rule 12, Section F.

11. State Mandated Public Benefits Charge.

State law requires all California electric utilities to establish a public benefit charge of 2.85% of electric retail revenues to fund qualifying energy efficiency programs, renewable energy resources, research and demonstration projects, and services for low-income electricity customers.



## SCHEDULE TOU-8 TIME-OF-USE - GENERAL SERVICE – LARGE

A. Applicability.

Applicable to general services including lighting and power Customers. This Schedule is applicable to and mandatory for all Customers whose monthly Maximum Demand, in the opinion of the Utility, is expected to exceed 500 kW or has exceeded 500 kW in any three (3) months during the preceding twelve (12) months. Any existing Customer on this Schedule whose monthly Maximum Demand has registered 500 kW or less for twelve (12) consecutive months is ineligible for service under this Schedule and shall be transferred to another applicable Rate Schedule. Service under this Schedule is subject to Meter availability.

B. Territory.

Within the entire territory served.

C. Rates.

Energy Charge - \$/kWh/Meter/Month	
Summer Season – On-Peak	0.12675
Mid-Peak	0.10299
Off-Peak	0.07184
Winter Season – Mid-Peak	0.10538
Off-Peak	0.07509
Customer Charge - \$/Meter/Month	346.00
Demand Charge - \$/kW of Billing Demand/Meter/Month	
Facilities Related	8.31
Time Related	
Summer Season – On-Peak	16.91
Mid-Peak	5.71
Power Factor Adjustment - \$/KVA	0.18

D. Special Conditions.

1. Time periods are defined as follows:

On-Peak: Noon to 6:00 p.m. summer weekdays except holidays.  
Mid-Peak: 8:00 a.m. to noon and 6:00 p.m. to 11:00 p.m. summer weekdays  
except holidays.  
8:00 a.m. to 9:00 p.m. winter weekdays except holidays.  
Off-Peak: All other hours.

Holidays are New Year's Day (January 1), Washington's Birthday (third Monday



in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veteran's Day (November 11), Thanksgiving Day (fourth Thursday in November), and Christmas (December 25).

When any holiday listed above falls on Sunday, the following Monday will be recognized as an off-peak period. No change will be made for holidays falling on Saturday.

The Summer Season shall commence at 12:00 a.m. on June 1<sup>st</sup> and continue until 12:00 a.m. on October 1<sup>st</sup> of each year. The Winter Season shall commence at 12:00 a.m. on October 1<sup>st</sup> of each year and continue until 12:00 a.m. on June 1<sup>st</sup> of the following year. A pro rata computation will be made for seasonal billing purposes.

2. Voltage.

Service will be supplied at one standard voltage.

3. Maximum Demand.

Maximum Demands shall be established for the On-Peak, Mid-Peak, and Off-Peak periods. The Maximum Demand for each period shall be the measured maximum average kilowatt input indicated or recorded by instruments, during any 15-minute metered interval, but, where applicable, not less than the diversified resistance welder load computed in accordance with the section designated Welder Service in Rule 2. Where the demand is intermittent or subject to violent fluctuations, a 5-minute interval may be used.

4. Billing Demand.

The Billing Demand shall be the kilowatts of Maximum Demand, determined to the nearest kW. The Demand Charge shall include the following billing components. The Time Related Component shall be for the kilowatts of Maximum Demand recorded during (or established for) the monthly billing period for each of the On-Peak, Mid-Peak, and Off-Peak Time Periods. The Facilities Related Component shall be for the kilowatts of Maximum Demand recorded during (or established for) the monthly billing period. However, when the Utility determines the Customer's Meter will record little or no energy use for extended periods of time or when the Customer's Meter has not recorded a Maximum Demand in the preceding eleven (11) months, the Facilities Related Component of the Demand Charge may be established at fifty percent (50%) of the Customer's Connected Load. Separate Demand Charge(s) for the On-Peak, Mid-Peak, and Off-Peak Time Periods shall be established for each monthly billing period. The Demand Charge for each time period shall be based on the Maximum Demand for that time period occurring during the respective monthly billing period.



5. Power Factor Adjustment.

The Customer's bill will be increased each month for power factor by the amount shown in the Rates section above for service metered and delivered at the applicable voltage level, based on the per kilovar of maximum reactive demand imposed by the Utility.

The maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15-minute metered interval in the month. The kilovars shall be determined to the nearest unit. A device will be installed on each kilovar Meter to prevent reverse operation of the Meter.

6. Temporary Discontinuance of Service.

Where the use of energy is seasonal or intermittent, no adjustments will be made for a temporary discontinuance of service. Any Customer, prior to resuming service within twelve (12) months after such service was discontinued, will be required to pay all charges which would have been billed if service had not been discontinued.

7. Customer-Owned Electrical Generating Facilities.

Upon written approval by the Utility, momentary parallel operation may be permitted to allow the Customer to test the auxiliary/emergency generating facilities.

8. Contracts.

An initial three-year facilities contract may be required where Applicant requires new or added serving capacity exceeding 2,000 kVA.

9. Billing Calculation.

A Customer's bill is calculated according to the rates and conditions above. The charges are calculated by applying the Rate Charges when applicable to the actual billing determinants (kilowatt hours [kWh], demand [kW], kilovar [kVa], etc.).

10. Power Cost Adjustment Factor (PCAF).

The rates above are subject to an adjustment as provided in Rule 12, Section E.

11. Change of Law Adjustment Factor (CLAF).

The rates above are subject to an adjustment as provided in Rule 12, Section F.



12. State Mandated Public Benefits Charge.

State law requires all California electric utilities to establish a public benefit charge of 2.85% of electric retail revenues to fund qualifying energy efficiency programs, renewable energy resources, research and demonstration projects, and services for low-income electricity customers.



## **SCHEDULE SE**

### **SERVICE ESTABLISHMENT CHARGE**

**A. Applicability.**

Applicable to General Service and Domestic Service customers.

**B. Territory.**

Within the entire territory served.

**C. Rates.**

For each establishment of electric service	15.00
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**D. Special Conditions.**

1. The service establishment charge provided for herein is in addition to the charges calculated in accordance with the applicable schedule and may be made each time an account is established. As used herein, establishment means each time an account is opened, including a turn on of electric service or a change of name which requires a meter reading.
2. If the Customer requests that electric service be established on the day of his request or outside of regular hours, an additional charge of \$10.00 may be made.
3. State Mandated Public Benefits Charge.

State law requires all California electric utilities to establish a public benefit charge of 2.85% of electric retail revenues to fund qualifying energy efficiency programs, renewable energy resources, research and demonstration projects, and services for low-income electricity customers.



## SCHEDULE TES ELECTRIC FEES AND CHARGES SCHEDULE

A. Applicability.

Applicable to General Service and Domestic Service customers.

B. Territory.

Within the entire territory served.

C. Rates.

Service Establishment Fee	\$275.00
Temporary Overhead Electric Service, 1-phase, 120/240 volt 3-wire service - maximum length 100 feet:	
200 amp panel	1,750.00
200 amp panel – when transformer required	4,750.00
Temporary Underground Electric Service, 1-phase, 120/240 or 120/208 volt 3-wire service - maximum length 20 feet:	
200 amp panel	2,750.00
200 amp panel – when transformer required	5,750.00
Over 200 amps or any 3-phase service requires engineering analysis to determine configuration and actual cost.	

D. State Mandated Public Benefits Charge.

State law requires all California electric utilities to establish a public benefit charge of 2.85% of electric retail revenues to fund qualifying energy efficiency programs, renewable energy resources, research and demonstration projects, and services for low-income electricity customers.



## **SCHEDULE NEM (NET ENERGY METERING)**

### **A. Applicability.**

This schedule is available to Eligible Customer-Generators, as defined in Section 2827 of the California Public Utilities Code, operating a Renewable Electrical Generation Facility, located on the customer's owned, leased, or rented premises with a capacity of no more than one megawatt that is intended primarily to offset part or all of the customer's own electrical requirements and which is interconnected and operates in parallel with the Corona Department of Water and Power's (DWP) power system pursuant to an interconnection and metering agreement (NEM Agreement) with DWP. To be eligible for this Rate Schedule, the expected annual generation from the Renewable Electrical Generation Facility must not exceed the Customer's load for the prior full calendar year, or if insufficient historical load data is available, the expected annual load based on the customer type and characteristics.

This Rate Schedule is available on a first-come, first-served basis until the total rated generating capacity used by Eligible Customer-Generators exceeds 5 percent of DWP's aggregate customer peak demand established when the Solar Incentive program began. Once the total rated generating capacity reaches 5 percent of DWP's aggregate customer peak demand, DWP may, at its sole discretion, close this rate schedule to new customers. Customers who have been approved for this program will remain eligible for the program while they occupy the premises at which the approved system has been installed. Customers who move into premises with a system previously approved for the Net Energy Metering program are also eligible for the program providing they sign the NEM Agreement. Increases in the generating capacity of an approved system are not permitted.

### **B. Territory**

Within the entire service territory served.

### **C. Rates**

All rates charged will be in accordance with the Eligible Customer-Generator's otherwise applicable rate schedule on a Net Energy Metering basis. An Eligible Customer-Generator served under this schedule is responsible for all charges in its otherwise applicable rate schedule, including the Customer Charge, when applicable, regardless of the Customer's monthly or annual net generation.

Eligible Customer-Generators under this Rate Schedule are subject to any new or additional charges pursuant to the Customer's otherwise applicable rate schedule.

### **D. Special Conditions**

#### **1. Definitions.**

Renewable Electrical Generation Facility: a facility that generates electricity from a



renewable source listed in paragraph (1) of subdivision (a) of Section 25741 of the California Public Resources Code including biomass, solar thermal, photovoltaic, wind, geothermal, fuel cells using renewable fuels, small hydroelectric generation, digester gas, municipal solid waste conversion, landfill gas, ocean wave, ocean thermal, or tidal current, and any additions or enhancements to the facility using that technology.

**Net Energy Metering:** measuring the difference between the energy supplied through the electric grid to the Customer and the energy generated by an Eligible Customer-Generator and fed back to the electric grid over a twelve-month period, as described in subdivisions (c) and (h) of California Public Utilities Code Section 2827.

**Net Surplus Customer-Generator:** An Eligible Customer-Generator that generates more energy in a twelve-month period than is supplied by the Utility to the Eligible Customer-Generator during the same twelve-month period.

**Net Surplus Energy:** All energy generated by an Eligible Customer-Generator measured in kilowatt-hours over a twelve-month period that exceeds the amount of energy consumed by that Eligible Customer-Generator.

**Net Surplus Energy Compensation:** Compensation, either monetary or as a billing credit, at a per kilowatt-hour rate, offered by DWP to the Net Surplus Customer-Generator for Net Surplus Energy.

2. Agreement.

In order for this schedule to apply, Customer must complete and sign the NEM Agreement. This agreement contains additional terms and conditions, including without limitation, requirements relating to indemnification, insurance, and access to Customer's premises.

3. Meter Requirements.

DWP shall own, operate, and maintain a single meter on Customer's premises capable of registering the flow of electricity in two directions.

If the existing meter on Customer's premises is not capable of measuring the flow of electricity in two directions or supplying time-of-use information, Customer shall be responsible for the expenses involved in the purchase and installation of the meter.

DWP, at its expense, may install additional meters. However, if such meters are installed, the Net Energy Metering calculation shall yield an identical result to that of a single meter.

4. Billing.

Customer's Net Energy Metering calculation shall be calculated over each normal monthly billing period within a 12-month period. The monthly Net Energy Metering



calculation shall be made by measuring the difference between the electricity supplied to Customer and the electricity generated by Customer and fed back to the grid over a normal one-month billing period.

At the end of each one-month billing period, DWP shall determine if Customer was a net consumer or a net producer of electricity.

In the event that the electricity supplied by DWP during the one-month billing period exceeds the electricity generated by Customer during the same period, Customer is a net energy consumer. If Customer was a net energy consumer, DWP shall bill Customer for the net energy consumption during such billing period based on the Customer's Rate Schedule and Customer shall pay for such net energy consumption monthly in accordance with Customer's monthly billing statement.

In the event that the electricity supplied by DWP during the one-month billing period is less than the electricity generated by Customer during the same period, Customer is a net energy producer. If Customer is a net energy producer, any excess energy generated by the customer shall be carried forward to the following billing cycle as a monetary credit on the customer's account until the end of the 12-month period.

If Customer's otherwise applicable tariff employs "baseline" and "over baseline" rates, any net monthly consumption of electricity shall be calculated according to the terms of the rate schedule. If Customer is a net generator over a billing period, the net kilowatt-hours generated shall be valued at the same price per kilowatt-hour as DWP would charge for the baseline quantity of electricity during that billing period, and if the number of kilowatt-hours generated exceeds the baseline quantity, the excess shall be valued at the same price per kilowatt-hour as DWP would charge electricity over the baseline quantity during the billing period.

If Customer terminates service prior to the end of any 12-month period, DWP shall reconcile Customer's consumption and production of electricity and bill Customer for Net Energy Metering charges, or if appropriate, issue a final payment for any excess generation, based on the applicable Net Surplus Compensation rate.

5. Net Surplus Compensation.

If at the end of the applicable 12-month period, Customer is a Net Surplus Customer-Generator, then DWP shall retain any Net Surplus Energy generated by Customer, including any associated environmental attributes or renewable energy credits ("REC"), and Customer's monetary value shall be reset to zero for the subsequent 12-month period.

If Customer is eligible for Net Surplus Energy Compensation, such compensation shall be calculated over the 12-month period.

In order to be eligible for Net Surplus Energy Compensation, Customer must: (1) elect a compensation option in Customer's NEM Agreement; (2) certify that Customer has sole ownership of the environmental attributes and RECs associated



with the energy generated from the Generating Facility; and (3) agree to transfer to DWP all rights, title, and interest Customer has to such environmental attributes and RECs.

DWP's Net Surplus Compensation rate shall provide just and reasonable compensation for the value of the Net Surplus Energy, while leaving other ratepayers unaffected.

If Customer is eligible for Net Surplus Energy Compensation, Customer shall receive compensation pursuant to the method selected in Customer's NEM Agreement.

6. Termination of Service

If Customer terminates service prior to the end of any 12-month period, DWP shall reconcile Customer's consumption and production of electricity over the time period from the end of the prior 12-month period until the date of termination. If at the end of the period prior to termination, Customer is a Net Surplus Customer-Generator, then DWP shall retain any Net Surplus Energy generated by Customer, including any associated environmental attributes or RECs. If Customer is eligible for Net Surplus Compensation, such compensation shall be calculated as measured from the end of the prior 12-month period until the date of termination.

7. Net Surplus Energy Compensation Rate (NSCR).

DWP's Net Surplus Energy Compensation Rate is based on DWP's avoided cost for energy. DWP's Net Surplus Energy Compensation Rate shall be quantified by the published Southern California Edison calculation of the NSCR.



**EXHIBIT "C"**  
**INTERCONNECTION AND NET METERING AGREEMENT**

[SEE ATTACHED FOURTEEN (14) PAGES]



**CITY OF CORONA DEPARTMENT OF WATER AND POWER (DWP)**  
**INTERCONNECTION AND NET METERING AGREEMENT**

This Interconnection and Net Metering Agreement for Renewable Electric Facilities ("Agreement") is made and entered into by and between:

\_\_\_\_\_("Customer"),  
whose mailing address is:

\_\_\_\_\_, and  
the City of Corona, a municipal corporation acting by and through its Department of Water and Power ("Corona" or "DWP"), sometimes also referred to herein jointly as "Parties" or individually as "Party."

**1. APPLICABILITY**

This Agreement is applicable only to customers who satisfy all requirements of the definition of an Eligible Customer-Generator as set forth in Section 2827(b)(4) of the California Public Utilities Code on the effective date of this Agreement. To qualify as an Eligible Customer Generator, the expected annual generation from the Renewable Electrical Generation Facility must not exceed the Customer's load for the prior full calendar year, or if insufficient historical load data is available, the expected annual load based on the customer type and characteristics. Customer represents that customer is an Eligible Customer-Generator.

This Agreement is available on a first-come, first-served basis, until the total rated generating capacity of Eligible Customer-Generator customers exceeds five percent of DWP's aggregate customer peak demand. Once the total rated generation capacity reaches five percent of DWP's aggregate customer peak demand, this rate schedule is closed to new customers.

**2. DESCRIPTION OF CUSTOMER'S RENEWABLE ELECTRIC GENERATING FACILITY**

2.1. Customer elects to interconnect and operate a renewable electric generation facility, as defined in Section 25741(a) (1) of the California Public Resources Code, located on Customer's owned, leased or rented premises within Corona's service area ("Generating Facility") in parallel with Corona's electric grid. Customer represents that the Generating Facility is intended primarily to offset part or all of the Customer's own electrical requirements but, will not be designed to produce net generation in excess of the property's future consumption needs.

2.2. Generating Facility Identification Number:



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2.3. Customer Meter Number:

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2.4. Customer Service Account Number:

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2.5. Applicable Rate Schedule:

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2.6. Generating Facility Location:

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2.7. Generating Facility Technology:

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2.8. Generating Facility Nameplate Rating (kW):

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2.9. Estimated monthly energy production of Generating Facility (kWh):

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2.10. Estimated date when Generating Facility will be ready to commence parallel operation with DWP's electric system:

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### 3. **INTERCONNECTION, DESIGN AND CUSTOMER REQUIREMENTS**

3.1. Customer shall deliver the available energy to Corona at the Required Meter (as defined in Subsection 4.1 below) located on the Customer's premises.

3.2. Customer shall be responsible for the design, installation, operation, and maintenance of the Generating Facility and shall obtain and maintain any required governmental authorizations and permits.

3.3. Customer shall conform to all applicable solar electrical generating



system safety and performance standards established by the National Electrical Code ("NEC"), the Institute of Electrical and Electronics Engineers ("IEEE"), and accredited, nationally recognized testing laboratories such as Underwriters Laboratories, applicable building codes, and to all applicable DWP's Electric Service Requirements, as may be amended from time to time.

- 3.4. Customer shall not commence parallel operation of the Generating Facility until Customer receives written approval from DWP's Authorized Representative. This individual shall consider such written approval upon DWP's receipt of a copy of the final inspection and approval of the Generating Facility that has been issued by the governmental authority having jurisdiction to inspect and approve the installation. Such approval shall not be unreasonably withheld.
- 3.5. DWP shall have the right to have its representatives present at the final inspection made by the governmental authority having jurisdiction to inspect and approve the installation of the Generating Facility. Customer shall notify DWP in accordance with the terms of Section 12, herein, at least five days prior to such inspection.
- 3.6. Customer shall not add generation capacity in excess of the Nameplate Rating set forth in Section 2.8 of this Agreement, or otherwise modify the Generating Facility without the prior written permission of DWP.
- 3.7. Customer shall install a visible disconnect switch for the Generating Facility. The disconnect switch shall be lockable in the open position and directly accessible to DWP employees at all times. The disconnect switch should be at a location at/near the meter or if not, the location should then be specified by directions posted at the utility meter.

#### 4. **METER REQUIREMENTS**

- 4.1. In accordance with DWP's Rules and Regulations for Electrical Service, DWP shall own, operate, and maintain on Customer's premises a single meter capable of registering the flow of electricity in two directions ("Required Meter").
- 4.2. If the existing electrical meter of Customer is not capable of measuring the flow of electricity in two directions or supplying time-of-use information, DWP shall be responsible for the expenses involved in the purchase and installation of a Required Meter, which shall be installed after obtaining Customer's consent for the installation. Customer shall provide and install a meter socket and connections in accordance with DWP's metering standards. If the Customer desires more detailed metering equipment, all associated costs will be incurred by the



Customer.

- 4.3. If an additional meter or meters are installed, the Net Energy Metering (as defined in Subsection 9.1 below) calculation shall yield a result identical to that of a single meter.

## 5. **DISCONNECTION, INTERRUPTION OR REDUCTION OF DELIVERIES**

- 5.1. DWP shall not be obligated to accept or pay for, and may require Customer to curtail, interrupt, or reduce, deliveries of available energy from its Generating Facility:
  - 5.1.1. Whenever DWP deems it necessary in its sole judgment, to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or any part of its electric system; or
  - 5.1.2. Whenever DWP determines in its sole judgment, that curtailment, interruption, or reduction of Customer's electrical generation is otherwise necessary due to emergencies, forced outages, *force majeure*, or compliance with prudent electrical practices.
- 5.2. Whenever reasonably possible, DWP shall give Customer reasonable notice of the possibility that curtailment, interruption, or reduction of such deliveries may be required.
- 5.3. Notwithstanding any other provision of this Agreement, if at any time DWP determines that either (a) the Generating Facility or its operation may endanger the health, safety, or welfare of DWP personnel, any person or the public, or (b) the continued operation of the Generating Facility may endanger the integrity of DWP's electric system, any property or the environment, DWP shall have the right to enter onto Customer's premises and disconnect Customer's Generating Facility from DWP's system. Customer's Generating Facility shall remain disconnected until such time as DWP is satisfied that the condition(s) referenced in (a) and (b) of this Subsection 5.3 have been corrected.

## 6. **ACCESS TO PREMISES**

DWP may enter Customer's premises at all reasonable hours without notice to Customer for the following purposes:

- (a) To inspect Customer's protective devices and read or test the meter(s); and
- (b) To disconnect the Generating Facility and/or service to Customer, whenever in DWP's opinion, a hazardous condition



exists and such immediate action is necessary to protect persons, DWP's facilities, or property of others from damage or interference caused by the Generating Facility, or the absence or failure of properly operating protective devices.

## **7. PERMITS AND MAINTENANCE**

Customer shall, at its sole cost and expense, (a) maintain the Generating Facility and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to Section 3, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and interconnection facilities and performance of this Agreement. Customer shall reimburse DWP for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer's Generating Facility and performance of this Agreement.

## **8. INDEMNITY AND LIABILITY**

- 8.1. Customer shall defend, indemnify, and hold harmless Corona, its officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including without limitation any direct, indirect, or consequential loss, liability, damage, claim, cost, charge, demand, expense or attorneys' fees) for injury or death to any person, and damage to property, including without limitation property of either Party, arising out of or in connection with (a) any act or omission in the engineering, design, construction, destruction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the Generating Facility, (b) any act or omission in the replacement, addition, betterment, reconstruction, removal, or destruction, of or to the Generating Facility, or (c) the Generating Facility. This indemnity shall apply notwithstanding the active or passive negligence of Corona. However, Corona shall not be indemnified hereunder for any loss, liability, damage, claim, cost, charge, demand, or expense resulting from Corona's sole negligence or willful misconduct.
- 8.2. The indemnitor shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity and shall pay for all costs, including reasonable attorney fees that may be incurred by the other Party in enforcing this indemnity.
- 8.3. The provisions of this Section shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.



- 8.4. Except as otherwise provided in Section 8.1, neither Party shall be liable to the other Party for consequential damages incurred by that Party.
- 8.5. Nothing in this Agreement shall create any duty to, any standard of care with reference to, or any liability to any person who is not a Party to it.
- 8.6. Notwithstanding the provisions of Section 8.1, Customer shall be responsible for protecting its Generating Facility from damage by reason of the electrical disturbances or faults caused by the operation, faulty operation, or non-operation of DWP's facilities and DWP shall not be liable for any such damage so caused.

## 9. **RATES AND BILLING**

- 9.1. All rates charged will be in accordance with Customer's otherwise applicable tariff (Rate Schedule), as in effect from time to time, on a Net Energy Metering basis. "Net Energy Metering" means measuring the difference between the electricity supplied through the electric grid to the Customer and the electricity generated by Customer's Generating Facility and fed back to the electric grid over a 12-month billing period as described in Subsection 9.4 below.
- 9.2. Customer's otherwise applicable tariff (Rate Schedule) or "Rate Schedule" means the Rate Schedule in DWP's published Electric Rate Schedules that would otherwise apply to Customer from time to time in the absence of this Agreement.
- 9.3. Customer is responsible for paying all charges in its Rate Schedule including the minimum charge (such as Distribution and Customer Charge) and demand charge, when applicable, regardless of Customer's monthly or annual net generation.
- 9.4. If Customer's applicable Rate Schedule is General Service Non-Demand (Schedule GS-1) or Domestic Service (Schedule D), then the following provisions apply.
  - 9.4.1. Customer will be billed on a 12-month basis initiating on the date of the Generating Facility's final interconnection with DWP, regardless of the customer's previous billing cycle. The 12-month Net Energy Metering calculation shall be made by measuring the difference between the electricity supplied to the Customer and the electricity generated by the Customer and fed back to the grid over a normal one-month billing period.



- 9.4.2. At the end of each 12-month billing period, DWP shall determine if Customer was a net consumer or a net producer of electricity. In the event the electricity supplied by DWP during the one-month period exceeds the electricity generated by Customer during the same period, Customer is a net energy consumer.
- 9.4.3. If Customer is a net energy consumer, DWP shall bill Customer for the net energy consumption during the applicable 12-month billing period based on the Customer's Rate Schedule and Customer shall pay for such net energy consumption in accordance with Customer's billing statement.
- 9.4.4. If Customer was a net energy consumer, DWP shall bill Customer for the net energy consumption during such billing period based on the Customer's Rate Schedule and Customer shall pay for such net energy consumption monthly in accordance with Customer's monthly billing statement. If Customer is a net energy producer, any excess energy generated by the customer shall be carried forward to the following billing cycle as a monetary value and appear as a credit on the customer's account until the end of the 12-month period
- 9.5. If Customer's applicable Rate Schedule is General Service Demand (Schedule GS-2), Agricultural and Pumping Demand Metered (Schedule PA-2), Time-of-Use – General Service – Demand Metered (Schedule TOU-GS-3), Time-of-Use Agricultural and Pumping (Schedule TOU-PA), or Time-of-Use – General Service – Large (Schedule TOU-8), then the following provisions apply.
  - 9.5.1. Customer's Net Energy Metering calculation shall be calculated over each normal monthly billing period within a 12-month period initiating on the date of the Generating Facility's final interconnection with DWP. The monthly Net Energy Metering calculation shall be made by measuring the difference between the electricity supplied to the Customer and the electricity generated by the Customer and fed back to the grid over a normal one-month billing period.
  - 9.5.2. At the end of each one-month billing period, DWP shall determine if Customer was a net consumer or a net producer of electricity. In the event the electricity supplied by DWP during the one-month period exceeds the electricity generated by Customer during the same period, Customer is a net energy consumer.



9.5.3. If Customer was a net energy consumer, DWP shall bill Customer for the net energy consumption during such billing period based on the Customer's Rate Schedule and Customer shall pay for such net energy consumption monthly in accordance with Customer's monthly billing statement. If Customer is a net energy producer, any excess energy generated by the customer shall be carried forward to the following billing cycle as a monetary value and appear as a credit on the customer's account until the end of the 12-month period.

- 9.6. DWP shall provide Customer with Net Energy Metering consumption information on a monthly basis. If the Customer's applicable tariff (Rate Schedule) employs "time of use" rates, any net monthly consumption of electricity shall be calculated according to the terms of the rate schedule. When Customer is a net generator during any discrete time of use period, the net kilowatt hours produced shall be valued at the same price per kilowatt hour as DWP would charge for retail kilowatt hour sales during that same time of use period.

If the Customer's applicable tariff employs "baseline" and "over baseline" rates, any net monthly consumption of electricity shall be calculated according to the terms of the rate schedule. If Customer is a net generator over a billing period, the net kilowatt-hours generated shall be valued at the same price per kilowatt-hour as DWP would charge for the baseline quantity of electricity during that billing period, and if the number of kilowatt-hours generated exceeds the baseline quantity, the excess shall be valued at the same price per kilowatt-hour as DWP would charge electricity over the baseline quantity during the billing period.

- 9.7. If Customer terminates service under this Agreement prior to the end of any twelve-month period, DWP shall reconcile Customer's consumption and production of electricity and bill Customer for Net Energy Metering charges, if any. If at the end of the period prior to termination, Customer is a Net Surplus Customer-Generator, then DWP shall retain any Net Surplus Energy generated by Customer, including any associated environmental attributes or RECs. If Customer is eligible for Net Surplus Compensation, such compensation shall be calculated as measured from the end of the prior 12 month period until the date of termination.
- 9.8. If Customer is a net energy consumer during the applicable billing period, the Public Benefits Charge that is applicable to Customer under Customer's Rate Schedule shall be calculated based upon the Customer's Net Kilowatthour Consumption, if applicable, over a 12-month period. Net Energy Consumption is defined as the difference



between the energy supplied to the Customer and the energy generated by the Customer and fed back to DWP's grid over a 12-month period. In the event the energy supplied by DWP to Customer during the preceding billing period exceeds the energy generated by Customer during that same billing period, Customer is a net energy consumer.

9.9. If Customer is a net producer of electricity over a normal billing cycle, any excess kilowatt hours generated during the billing cycle shall be carried over to the following billing period (up to a maximum of twelve consecutive months upon the anniversary of interconnection).

9.10. At the end of each 12-month period, the following provisions apply:

9.10.1. DWP shall retain any net surplus energy generated by Customer, including any associated environmental attributes or renewable energy credits ("REC"), and Customer's monetary value shall be reset to zero for the subsequent 12-month period. No payment will be made to Customer for the excess energy delivered to DWP's grid, *unless Customer elects a compensation option in Subsection 9.10.3.*

9.10.2. Customer may be eligible for net surplus energy compensation. The Customer's net surplus energy compensation shall be calculated over a 12-month period beginning with the Customer's regularly scheduled meter read date at the start of their next 12-month billing cycle.

9.10.3. At the end of the 12-month period, upon certification by the Customer that they have sole ownership of the environmental attributes and REC associated with the energy generated from the Generating Facility in accordance with Subsection 9.10.5, Customer may receive net surplus energy compensation for net surplus energy by affirmatively electing one of the following methods (Please initial just one):

(a). \_\_\_\_ *Receive compensation based on an annual time differentiated per kilowatt-hour rate for net surplus energy generated during the prior 12-month period.*

(b). \_\_\_\_ *Receive the net surplus energy as a kilowatt-hour credit calculated using the net surplus energy compensation rate and applied against future billing periods.*

\_\_\_\_ *(Please initial) By making this election, I also agree that all environmental attributes and REC*



*associated with the kilowatt-hours generated shall be the property of DWP.*

9.10.4. Affirmative elections remain effective for each 12-month period following the execution of such election. Customers are eligible to revise their net surplus energy compensation elections by giving written notice to DWP at least thirty-days prior to the beginning of each succeeding 12-month period.

9.10.5. Customer hereby certifies that they have sole ownership of the environmental attributes and REC associated with the energy generated from the Generating Facility. For Customers who elect to receive net surplus energy compensation based on a per kilowatt-hour rate in accordance with Subsection 9.10.3, the environmental attributes and REC associated with the kilowatt-hours in which the Customer received net surplus energy compensation at the per kilowatt-hour rate shall be the property of DWP. Customer hereby transfers to DWP all rights, title, and interest Customer has to such environmental attributes and REC. Customers who elect to receive net surplus energy compensation *based on a per kilowatt-hour credit calculated* using the net surplus energy compensation rate and applied in accordance with Subsection 9.10.3 *may elect to transfer to DWP all rights, title, and interest Customer has to such environmental attributes and REC.*

#### 10. **GOVERNING LAW. VENUE**

This Agreement shall be interpreted under, governed by, and construed in accordance with the laws of the State of California as if executed and to be performed wholly within the State of California, without regard to conflicts of law rules thereof. Any action at law or equity brought by either Party for the purpose of enforcing a right or rights provided in this Agreement shall be brought only in a court of proper jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all other provisions of law providing for a change of venue in such proceedings to any other county. In event of a conflict between this contract and applicable provisions of state law, the later shall apply.

#### 11. **MODIFICATIONS. WAIVER. INTERPRETATION**

11.1. No amendment or modification to this Agreement shall be effective unless in a writing duly executed by both Parties. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the



same. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or a waiver of the breach of any other term or covenant unless such waiver is in writing.

- 11.2. This Agreement shall supersede any existing agreement with DWP under which Customer is currently operating the Generating Facility identified in Section 2, herein, and any such agreement shall be deemed terminated as of the effective date of this Agreement.
- 11.3. This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the Parties. Neither Party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.
- 11.4. Except as expressly modified herein, DWP's Rules and Regulations for Electrical Service as adopted from time to time by DWP shall continue to be applicable to DWP's provision of electrical service to Customer and performance of this Agreement.

## 12. **NOTICES**

- 12.1. Any notice required under this Agreement shall be in writing and mailed at any United States Post Office with postage prepaid and addressed to the Party, or personally delivered to the Party, at the address below. Changes in such designation may be made by notice similarly given. All written notices shall be directed as follows:

Corona:

City of Corona Department of Water and Power Attn: Electric Utility  
755 Corporation-Yard Way Corona,  
CA 92880

Customer:

To the mailing address listed on page 1 of this Agreement.

- 12.2. Customer's notices to DWP pursuant to this Section shall refer to the Generating Facility Identification Number that is set forth in Section 2.2.
- 12.3. In the event of an emergency, Customer shall immediately notify DWP at its 24-hour emergencies number, 1-877-968-7797, of any emergency situations related to the Generating Facility.



### **13. TERM AND TERMINATION OF AGREEMENT**

- 13.1. This Agreement shall become effective on the date this Agreement is duly executed by both Parties as set forth in Section 16 below and shall continue in full force and effect until terminated as provided herein.
- 13.2. This Agreement shall terminate on the earliest to occur of:
  - 13.2.1 The thirtieth (30) day after Customer gives DWP prior written notice of termination with or without cause in accordance with Section 12.
  - 13.2.2 The date both Parties agree in writing to terminate this Agreement.
  - 13.2.3 The first day after DWP gives Customer written notice of termination for cause, provided that DWP shall first have given Customer written notice of Customer's breach of this Agreement and within thirty days of DWP's sending notice of such breach, Customer fails to cure such breach or, if such breach requires more than thirty days to cure, Customer fails to promptly commence cure of such breach and diligently prosecute such cure to completion.
  - 13.2.4 The date DWP is no longer the electric supplier to Customer's premises; or
  - 13.2.5 The date changes to Customer's electric load, or other circumstances, cause Customer to no longer satisfy all requirements of the definition of an Eligible Customer-Generator, as set forth in Section 2827(b)(4) of the California Public Utilities Code on the effective date of this Agreement.
- 13.3 After termination of this Agreement, any electric service provided by DWP to Customer shall be pursuant to and in accordance with Customer's Rate Schedule.

### **14. AUTHORIZED REPRESENTATIVE**

DWP's Authorized Representative is the General Manager of Corona Department of Water and Power, or his designee. DWP may change its Authorized Representative by giving Customer notice pursuant to Section 12.

### **15. ASSIGNMENT PROHIBITED**

Customer understands and agrees that this Agreement is personal to



Customer and that Customer shall not assign or transfer in any way all or any portion of this Agreement to any other person or entity of any kind. Any attempt by Customer to assign or transfer in any way all or any portion of this Agreement shall be void ab initio.

16. **SIGNATURES**

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement is effective as of the latter of the two dates set forth below.

**Customer**

**City of Corona**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

By:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By:

\_\_\_\_\_  
City Attorney

**SUBMITTALS REQUIRED:**

1. Building Permit
2. Electric Single Line Diagram
3. Electric Load Schedule



4. Site Plan
5. Solar Generating System Electric Specifications
6. Solar Generating System Electric Certification



September 1, 2021

County of Riverside, Planning Commission  
c/o Gabriel Villalobos  
First Floor - Board Chambers  
4080 Lemon Street  
Riverside, CA 92501

**RE: City of Corona Opposition to Higher Point Cannabis (CUP 200032)**

Dear County Commissioners:

The City of Corona is writing to respectfully oppose the issuance of a proposed Conditional Use Permit (No. 200032) at 646 Paseo Grande, Corona, CA 91720 for the Higher Point Cannabis Project due to the follow areas of concern: location, parking, and public safety. The project is immediately adjacent to the City of Corona's jurisdictional boundary and within the City's sphere of influence.

The City is concerned that the project's location is not compatible with high traffic retail, with streets located on three sides and a gas station. This is a unique location, which requires a better design to maintain safe accessibility. This location is a remnant parcel created by Frontage Road's realignment as part of the 91-project. There were three commercial buildings there before 2015. With the realignment of Frontage Road, it completely eliminated one address at the location and created the island situation that exists now. Even though this parcel of land is zoned for commercial, the City believes that the proposed establishment is the wrong use for this location. The intersection is complicated with one-way in and out with a right-turn being the only option for ingress and egress at a bustling three-way intersection. This intersection will cause many U-turns at an already complex, oddly shaped intersection with blind spots on Frontage Road heading east and on Paseo Grande heading North.

The applicant has stated that it plans to serve several hundred clients a day and utilize a parking attendant/security guard to ensure legal parking. There is no street parking available around the site except at the center across the street; currently, no crosswalk or ADA access is available that connects to this location. The City has concerns as to where people are going to park to access the facility when the lot is full, and where employees will park. Even with the planned parking attendant/security guard and parking requirements being met, there will be overflow parking needs in practice, leading the City to have significant concerns about how this will be handled. The applicant stated that it would utilize a vanpool to alleviate employee parking issues. While the idea of having all employees use the vanpool sounds adequate, there is no mechanism to ensure this actually happens. In practice, customers and staff will park across Paseo Grande and must jaywalk across a busy street.



Regarding public safety, the proposed location only offers one way in and out. This makes access for fire or medical an issue. Also, the proposed block wall and wrought iron fence will block access to the fire hydrant. These are significant issues that need to be addressed.

The Corona City Council would like to express its thanks to the Commission for the opportunity to share the City's concerns. For the reasons stated above, the City respectfully opposes issuance of a CUP for the location of Higher Point Cannabis at 646 Paseo Grande, Corona, CA 91720.

Sincerely,

Mayor Jacque Casillas

cc: John Hildebrand, Planning Director, County of Riverside Via Email

DRAFT





Staff Report

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**File #:** 21-0809

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**REQUEST FOR CITY COUNCIL ACTION**

**DATE:** 09/01/2021

**TO:** Honorable Mayor and City Council Members

**FROM:** Vice Mayor Wes Speake

**SUBJECT:**

Advance Travel Request for Vice Mayor Wes Speake to attend the 2021 League of California Cities Annual Conference and Expo.

**EXECUTIVE SUMMARY:**

That the Council consider approving the advance travel request for Vice Mayor Wes Speake the designated voting delegate for the City to attend the 2021 League of California Cities Annual Conference and Expo.

**RECOMMENDED ACTION:**

**That the City Council** approve the advance travel request for Vice Mayor Wes Speake to attend the 2021 League of California Cities Annual Conference and Expo. The estimated total cost for the requested trip is \$1,570 which includes, event registration, meals, lodging, and airfare.

**BACKGROUND & HISTORY:**

Administration Policy No. 01200.001 (Travel and Other Expenses Reimbursement Policy) requires all City Officials to obtain advanced approval for the City Council for trips involving overnight stays or travel by air.

The League of California Cities hosts this annual conference that is attended by Council and staff members from many California Cities. The conference provides networking, advocacy, and educational programs that brings together elected and appointed officials as well as city staff from all departmental areas to serve the grassroots interests of local municipalities.

The conference wraps up with the General Assembly voting at the Annual Business Meeting. It is important for all cities to participate in the process by registering their voting delegate to attend the annual conference and actively engage in the voting process. At the August 1, 2021, Corona City Council Meeting the Council designated Vice Mayor Wes Speake as the voting delegate to represent



the City of Corona at the 2021 League of California Cities Annual Conference and Expo.

**ANALYSIS:**

The League of California Cities Annual Conference and Expo will be held September 22, 2021 through September 24, 2021. The conference location alternates each year between northern and southern California, with the conference being held in Sacramento this year. The conference will include the Annual Business Meeting where the membership takes action on conference resolutions. Participation in the business meeting allows the City to engage in the League's policy development process. The League bylaws provide that each City is entitled to one vote in matters affecting municipal or League policy.

**FINANCIAL IMPACT:**

City Official's travel and other expense reimbursements are funded by the City Council's operating budget in the General Fund. Funding for the amount claimed on this report is included in the approved Fiscal Year 2021-2022.

**ENVIRONMENTAL ANALYSIS:**

This action is exempt pursuant to Section 15061 (b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment, the activity is not subject to CEQA. This action is for an advanced travel request and there is no possibility that it will have a negative effect on the environment.

**PREPARED BY:** NAOMI RAMIREZ, MANAGEMENT SERVICES ASSISTANT

**REVIEWED BY:** WES SPEAKE, VICE MAYOR

**Attachments:**

1. Exhibit 1 - City Official Travel Request
2. Exhibit 2 - 2021 league of California Cities Annual Conference and Expo Event Schedule





## CITY OF CORONA

### CITY OFFICIAL ADVANCE TRAVEL REQUEST (AP 01200.001)

Wes Speake, Vice Mayor, is requesting to travel to Sacramento, California to attend the League of California Cities, 2021 Annual Conference on September 22 – 24, 2021. The purpose of this trip is to gain exceptional educational experiences, networking opportunities, and innovative tools that will make attendees and their cities more successful. As well as attend the Annual Business meeting where California Cities members consider and acts on resolutions that establish Cal Cities policies. All actual and necessary expenses incurred by Wes Speake, for this trip, including registration, meals, lodging, transportation, and airfare, will be paid for, or reimbursed by the City, so long as and to the extent such expenses comply with Administrative Policy 01200.001, Travel and Other Expense Reimbursement Policy. Estimated total costs for the requested trip are listed below:

Registration	Meals	Lodging	Transportation	Airfare	Other (Please list)	Total*
\$ 550.00	\$ 222.00	\$659.59	\$	\$ 137.96	\$	<b>\$ 1,569.55</b>

\* Total cost is an estimate only, based on event information provided by requestor.

ATTACHMENTS: 2021- Annual Conference & Expo Brochure

**PREPARED BY:**

DocuSigned by:  
**Naomi Ramirez**  
57815502CEAE4EE  
Naomi Ramirez, Management Services Assistant

8/10/2021

**Date:** \_\_\_\_\_

**REQUESTED BY:**

DocuSigned by:  
**Wes Speake**  
Wes Speake, Vice Mayor

8/10/2021

**Date:** \_\_\_\_\_

**COST ESTIMATED BY:**

DocuSigned by:  
**Kim Soren**  
Administrative Services Dept.

8/10/2021

**Date:** \_\_\_\_\_

**APPROVED BY:**

\_\_\_\_\_  
Mayor

**Date:** \_\_\_\_\_



## **Guidelines and Procedures for City Official Advance Travel Request Form**

***The following are to be used in conjunction with Administrative Policy 01200.001 (Travel & Other Expense Reimbursement Policy). These guidelines and procedures in no way supersede or override Administrative Policy 01200.001.***

- The City Official Advance Travel Request Form is to be used whenever a City Official is requesting to travel either overnight or via airplane.
- Pursuant to Administrative Policy 01200.001, City Officials include elected officials and appointed members of City legislative bodies.
- Pursuant to Administrative Policy 01200.001, City Officials will be reimbursed for their actual and necessary expenses incurred in the performance of the official duties for their position, provided that reimbursement shall always be at the lesser of the actual cost or the current Internal Revenue Service ("IRS") rates, unless otherwise approved by the City Council in advance as discussed further below.
- Pursuant to Administrative Policy 01200.001, advance approval shall be obtained from the City Council, unless the Mayor finds that last minute travel up to \$1,000 is necessary and advance Council agenda deadlines cannot be met. With Mayor approval, reporting must be made to the City Council at the next available meeting.
- Approval shall be obtained before incurring any expenses. Expenses incurred outside the approved parameter of travel, as noted on the City Official Advance Travel Request Form, or in excess of that allowed under Administrative Policy 01200.001, will not be borne by the City. If these expenses are paid by the City Official, no reimbursement will be made by the City; if these expenses were charged to a City credit card, the City Official is responsible for the expense and shall promptly reimburse the City.
- As noted in Administrative Policy 01200.001, the City will not pay or reimburse certain categories of expenses, including, but not limited to, the following:
  - Personal portion of the trip, including expenses incurred for family member(s), friends and/or pets who accompany the City Official;
  - Travel relating to political events;
  - Entertainment expenses not directly required as part of official business;
  - Personal automobile expenses, including traffic citation;
  - Personal losses incurred while on City business.
- City Officials shall provide necessary documentation such as receipts and hotel folio to substantiate all expenses incurred. Expenses incurred without receipts will not be reimbursed; if such an expense is charged on a City credit card, the City may request the City Official to reimburse the City if the expense cannot be substantiated in another manner.





# ANNUAL Conference and Expo

Register Now!

Sept. 22-24, 2021

SAFE Credit Union Convention  
Center, Sacramento





SAFE Credit Union Convention Center

1400 J Street, Sacramento, CA

**Register Now** ([https://www.eventsquid.com/contestant-reg.cfm?event\\_id=13599](https://www.eventsquid.com/contestant-reg.cfm?event_id=13599))

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Cal Cities is thrilled to announce that registration is now open for our 2021 Annual Conference and Expo! We can't wait to see our city officials in person after 18 months of virtual meetings and events. The programming for this year's annual conference will feature a variety of exciting speakers and timely presentations on key topics for local leaders, plus numerous networking opportunities. The always popular Expo floor will be back this year, filled with new and familiar faces, and brimming with opportunities to engage with companies and organizations that provide services to cities.





webpage outlining these procedures and other important health and safety information for attendees will be available in plenty of time to prepare for the conference.

Read about how [Cal Cities is supporting attendee health and safety \(/detail-pages/news/2021/08/18/how-cal-cities-is-supporting-attendee-s-health-and-safety-during-the-annual-conference-and-expo\)](#) during the Annual Conference and Expo.

[Check out the Speaker Center \(/home/education-and-events/Annual-Conference-and-expo/speaker-center#SpeakerCenter\)](#)

[Become an Exhibitor \(/expos#0\)](#)

## Conference Attendees

Schedule →

Program at a Glance

*As of August 3, 2021 (subject to change)*

**Wednesday, Sept. 22**





9:00 a.m.-10:00 a.m.	Fiscal Officers Department Meeting
10:00 a.m.-12:00 p.m.	AB 1234 Ethics Training
11:00 a.m.-12:00 p.m.	City Managers Department Meeting
11:00 a.m.-12:00 p.m.	Public Works Department Meeting
11:30 a.m.-1:15 p.m.	Regional Division Lunches*
12:45-1:15 p.m.	First Time Attendee Orientation
1:30-3:30 p.m.	Opening General Session
3:45-4:15 p.m.	Fire Chiefs Department Meeting
3:45-5:00 p.m.	Concurrent Sessions
4:30-5:00 p.m.	Personnel and Employee Relations Department Meeting
5:00-7:00 p.m.	Grand Opening Expo Hall & Host City Reception (exhibitor exclusive; no competing events)
7:00-10:00 p.m.	CitiPAC Leadership Reception Hosted by Willdan

#### Thursday, Sept. 23

7:00 a.m.-4:00 p.m.	Registration Open/Voting Delegates Booth Open
8:30-9:45 a.m.	City Attorneys Department Meeting
8:30-9:45 a.m.	Concurrent Sessions
9:00 a.m.-3:00 p.m.	Expo Open
10:00 a.m.-12:00 p.m.	General Session
11:45 a.m.-1:15 p.m.	Attendee Lunch in Expo Hall
1:00-2:15 p.m.	General Resolutions Committee
1:00-5:30 p.m.	Concurrent Sessions
Evening	Regional Division* and Caucus Events

#### Friday, Sept. 24

7:30 a.m.-12:00 p.m.	Registration Open
7:30 a.m.-9:00 a.m.	Regional Division Breakfasts*
8:00 a.m.-12:15 p.m.	Concurrent Sessions
8:45 a.m.-10:45 a.m.	Mayors and Council Members Department Meeting
10:00 a.m.-10:45 a.m.	AB 1661 Sexual Harassment Prevention Training
12:30-2:30 p.m.	Closing Luncheon & General Assembly

\*Check with your Regional Public Affairs Manager for specific day/time

[Session Descriptions](#) →





Every city has nuisance properties that blight neighborhoods, endanger communities, drive down property value, and harm neighborhood morale. Neighborhoods hope and expect cities to fix these problems. Unfortunately, city responses to these issues often seem too slow. In response, several cities have developed Neighborhood Law Programs. Vallejo and Oakland have effectively used these programs — run from the city attorney's office in close coordination with Code Enforcement, Fire, and Police — to fix community nuisance issues. This panel will explain why these programs are effective and how to create one.

### Confronting Hate Group Affiliation or Speech by Public Safety Personnel →

Consistent with the national conversation regarding law enforcement and race, municipalities are confronting the challenges of learning that a law enforcement member has used hate speech or may be, or may have been, affiliated with a hate group. Learn how to address hate group affiliation and speech, and the legal, cultural, and social complexities presented from leading experts in law enforcement and peace officer rights.

### CalPERS Update: A Conversation with CEO Marcie Frost →

2021 has already been a momentous year for every California city, but in the area of pensions, the biggest decisions affecting cities have yet to be finalized. In this session, the CalPERS Chief Executive Officer Marcie Frost will lay out the big issues and decisions facing the system. Topics covered will include: the recently triggered Risk Mitigation Policy, renewed assumptions about expected investment returns, and plan demographics like life expectancy, inflation and payroll, investment office leadership, and efforts around environmental, social, and governance approaches to long-term value creation. This session will also dive into the challenges and risks confronting the system, and the CalPERS team's plan to navigate a steady path towards full funding over time.

### Human-Centered Design and Why My City Should Care About It →

You may have heard talk in local government about human-centered design, but do you know what it is or why you should care about it? Human-centered design is an innovative tool that an increasing number of cities are starting to use that creates programs, policies, or services that are tailored to the needs of the person who will use or be impacted by it. Traditionally, cities have approached problem-solving from the perspective of City Hall. Human-centered design puts people at the center of the design and creates from their point of view.

### Climate Change Adaptation and Wildfire Mitigation Requires Collaboration and Cooperation →





that explores what our communities and the state will need to do to build resiliency in the face of these growing challenges. The discussion will also examine what investments the public and private sectors will need to consider addressing to adapt to climate change.

### Equity and Public Engagement: Increasing Access and Building Trust →

With compounded concerns around the pandemic, transparency, the digital divide, and participatory access needs, public engagement is more complicated than ever. How can cities rise above the fray to position under-engaged communities in constructive dialogue that improves public trust while also accomplishing local priorities? How can cities integrate equity into their planning and engagement processes in a way that elevates collaboration and fosters foundational partnerships in the community? Learn practical tips for incorporating equity into public engagement activities and explore a range of options to help local leaders build community relationships, increase public participation, and find common ground.

### A Practical Approach to Diversity, Equity, and Inclusion (DEI) →

The terms “diversity,” “equity,” and “inclusion” mean different things to all of us. Human resources professionals already understand the business case for DEI, but how can you encourage DEI without violating the law? What are the best methods to convince others in your organization to embrace DEI principles? This session addresses the fundamentals of DEI and the brilliance of allyship. Attendees will leave this session with a better understanding of the practical side of DEI, and how to create an inclusive culture in your workplace.

### Why Culture Curation Matters Now More Than Ever →

Cultivating a top-notch workplace culture is vital to forming a strong set of team members that boost morale and productivity. Our speaker will share tips from their time managing a leading marketing, technology, and public affairs firm, whose team grew from 2 to 25 members this past decade, all while following the work-from-home model for six years. Attendees will learn why culture is more important than ever and gain tips on how council members and their hired executives can create a positive culture at city hall.

### The Local Government Start-Up →

Emerging technologies are providing new options for city services, but how do municipal leaders manage and leverage disruption within antiquated governance structures? Even though cities have a desire to innovate, the idea of local government forming a start-up is difficult to envision. Discover recent examples of entrepreneurial endeavors in local government, including the rise of Community Choice Aggregation energy and innovation zones as “living labs”, as well as the lessons learned from implementing them. Learn how to





Exhausted with lackluster results from community outreach efforts, and interested in new approaches to getting citizens engaged? Democracy by jury is an idea gaining momentum. Learn about the theory, explore the practical possibilities for cities, and take home an exciting new way to approach decisions — especially the hardest ones.

### How to Improve Public Safety Through Innovation →

When most people think about innovation, police and fire departments do not immediately come to mind. Instead, public safety departments are known to follow tradition and operate under a strict hierarchy model. But following both tradition and applying innovation are not mutually exclusive. Learn how the City of Glendale's Police and Fire Departments have partnered with their Innovation Team to improve public safety services for the benefit of the public.

### Building an Effective City Council-Manager Team, From Day One →

Running a city is complex and challenging, even in good times. Successful cities begin with effective relationships among the City Council and City Manager. Hiring, supporting, and guiding the City Manager is the most important function of a City Council. Doing it right will pay dividends in your organization and deliver results to your community. Explore the Council-Manager relationship from the hiring process to maintaining a relationship that will serve the community at its highest level in all situations. Help your city prepare for the next challenge, which is certainly coming.

### Ready, Set, Go! Zero-Emission Vehicle (ZEV) Outlook →

A year after Governor Newsom's Executive Order to phase out the sale of internal combustion vehicles, the ZEV marketplace is poised for tremendous growth as policy action meets California's leadership in ZEV innovation. State policymakers, local officials, and industry partners are seizing the moment to help Californians transition to cleaner modes of transportation, reduce greenhouse gas emissions, and improve local air quality. Explore the progress made to date, the challenges that lie ahead, and the practical steps local governments are taking to prepare for greater adoption of ZEVs like electric vehicles.

### State and Local Roles in Building and Measuring Fiscal Resilience →

As the economy rebounds from COVID-19, many California cities are still grappling with revenue shortfalls and depleted reserves. What has this crisis taught us about the ways in which collaboration between city and state agencies ensure the efficient, timely, and effective





## Introduction to Labor Relations for Elected Officials →

The governing bodies of California public agencies are important decision-makers in labor negotiations. This session is for elected or appointed officials at local public agencies with represented employees. Hear an overview of the labor relations framework for local government agencies, the labor negotiations process, and the role of the Public Employment Relations Board. Learn about the role of the governing body in negotiations, the importance of the Brown Act, and communication issues related to negotiations.

## Aging Infrastructure: Capital Improvement Plans for Cities of the Future →

Smart Cities technology and infrastructure innovations are evolving at lightning speed. How can cities engage the private sector in strategic CIP planning to increase commercial applications of Smart Cities' investments to help fund critical infrastructure needs today? Case studies of innovative communities will reveal the potential public-private Partnership funding power of combining compact urban housing, mobility, technology, and job incubators through distributed systems of infrastructure and economic activity centers to create fiscally resilient cities of the future.

## Tools for Navigating Elected Officials Who Won't Follow the Rules →

What do you do when one of your council members is harassing staff? How do you ensure a lenient elected official will discipline their employee? What happens when your council personally attacks one other at meetings? These are the questions city attorneys are asked regularly, and the answers are not easy. Learn about your responsibilities and practical tools for successfully dealing with elected officials who refuse to follow the rules. Explore what can be done when all attempts to resolve the issues have failed.

## Cybersecurity Risks and Cities: Strategies to Address Escalating Threats →

No organization is safe from digital privacy and security risks. In this presentation, an expert privacy and cybersecurity attorney will address current risks including phishing, hacks, device loss or theft, and enforcement. Learn about key safeguards and risk management strategies. Explore security incident response plans: what to include and why, the importance of having the plan in place before an incident occurs, and the significant considerations in addressing a potential breach.

## Changing the Wildfire Prevention Paradigm →

It is evident that city leaders must change how we approach wildfire prevention. Total elimination of wildfires is not only impossible but inadvisable. We must build resiliency into our communities and learn to coexist with wildfires. As wildfire knows no jurisdictional boundaries,





adapted communities through vegetation management, home hardening, defensible space, evacuation route improvements, and community education.

### **Advancing Equity: How Old Policies Still Impact Cities (Film Screening) →**

Sacramento's redevelopment in the 1950s and 1960s brought great change at the cost of many ethnic communities. Discover how the City of Sacramento pioneered a redevelopment blueprint that became a model for the nation, while at the same time demonstrating the devastation of redevelopment by displacing hundreds of businesses and thousands of residents from its own urban core. Watch the 27-minute documentary, *Replacing the Past: Sacramento's Redevelopment History*, followed by insight and never-before-seen clips with the film's director, and get a chance to ask your own questions.

### **The Road Ahead for Managing Rising Pension Costs →**

Public agencies continue to navigate through the damaging effects that COVID-19 has had on their revenues, general fund returns, and the economy. Meanwhile, their pension obligations continue to grow, putting further strain on their impacted budgets. Pension systems face an uncertain economic outlook with discount rate targets that are mismatched with future expected returns. How are agencies addressing their pension liabilities during tough economic times such as these? Learn about the fiscal strategies cities have proactively implemented to prepare for the road ahead of rising pension costs.

### **Bridging Divides: Tackling Polarization in Your Cities and Communities →**

After a polarizing 2020, how can city leaders help bridge the divides in their communities and begin to advance policies and programs that heal and unify their residents? Hear from nationally recognized experts in conflict resolution, civil discourse, and bipartisanship about how to approach complex topics, find common ground, and rebuild trust.

### **Tackling the Housing Crisis: The Role of Local Leaders →**

California's housing crisis is growing. Local officials play an integral role in land use and policy decisions that set the stage for housing development. Join a panel of experts as they explore the barriers to housing developments in California and share guidance and lessons learned around community engagement and equity, with the goal of helping you better address the housing needs in your community.

### **How to Create a More Inclusive Environment for LGBTQ+ People in Your City →**





Experts will provide policy ideas and recommendations to create a more inclusive space for LGBTQ+ individuals. Planned with the Lesbian Gay Bisexual Transgender Queer (LGBTQ) Caucus.

### Level Up Your Leadership: Creating a Governance Culture of Civility and Purpose →

California cities face a myriad of critical and emerging issues, about which city leaders may have widely differing opinions. To navigate these issues, elected officials must be equipped with advanced governance strategies to lead more effectively through these changing times. Women electeds often face additional challenges in their efforts to build trust and gain consensus with their colleagues. Hear from experts about the best practices to address these challenges, how to create a culture of trust and collaboration without violating the Brown Act, and how to operate with decorum in a manner that best serves the public. Planned with the Women's Caucus.

### Building an Online Community: Local Government Outreach →

Looking for the latest tools, tips, and best practices to better engage with your community on Facebook and Instagram? Hear directly from the experts how your city can leverage social media, especially when facing a crisis in your city. Planned with the Latino Caucus.

### Short-Term Rentals (STR): A Balanced Approach →

How do you create a balanced approach to STR administration that addresses the needs of your community? Homeowners can start an STR business with the click of a button, but the majority are not aware of their tax obligations. Some community members want to rent, while others do not want rentals in their neighborhood. Some municipalities are most interested in tax compliance and creating a fair hospitality market, while others are more interested in the potential revenue STRs can generate. Delve into these issues and more with our panel of experts.

### Post-COVID Retail Trends and Opportunities →

Learn about how COVID-19 has impacted retailers and restaurants in California, and what to expect from new retail development moving forward. Which retailers and restaurants are poised for growth coming out of the pandemic? What proactive retail recruitment strategies should communities be implementing to recruit new retail in the changing post-pandemic landscape?

### Bold Action, Innovation During Fiscal Uncertainty, and Environmental Sustainability Case Studies →





pandemic, and revenue shortfalls? Join us to learn about the bold, innovative strategies implemented by these geographically linked agencies, including: public infrastructure financing and renewal, hedging against rising energy costs, improving public safety, capturing grant funding, climate pollution reduction, “smart cities” innovations, and building toward power-grid resilience for critical facilities.

### Roadmap to Advancing Diversity, Equity, and Inclusion in a Predominately White, Affluent Community →

Join the City of San Luis Obispo for an informational discussion on how to successfully engage your community to advance diversity, equity, and inclusion (DEI) within your city. During this session, leaders will share efforts such as the establishment of a DEI Taskforce, expanded DEI funding, community learning sessions, and DEI-focused city planning, creating a robust picture of how to effectively advance DEI efforts within a predominately white affluent community. This session will provide you with tangible strategies to support your city’s efforts to be more diverse, equitable, and inclusive.

### Municipal Data in Action →

The impact of COVID-19 on the economy has underscored the importance of using data to support decision-making across all industries and sectors, but most importantly for local governments. Data plays a key role in providing public services, keeping residents and businesses safe, improving equity, and tracking resources. Learn how municipalities like the City of Los Angeles are leveraging data and visual tools to support informed decision-making across all levels of government, especially during a global crisis.

### Attracting the Next Generation Workforce with Virtual Career Exploration →

Does your agency’s workforce reflect community demographics? Is your workforce retiring? Are you attracting the right talent? The Institute for Local Government’s regional collaborative, Innovative Pathways to Public Service (IPPS) — a partnership comprised of local and state agencies, K-12, universities, colleges, and non-profits — addresses these critical government workforce concerns. IPPS hosts “Careers in Government,” activities to create diverse talent pipelines and connect youth to jobs aligned with interests. Leaders from three California cities will share their agency’s efforts to engage students, create virtual experiences during COVID-19, and develop community partnerships to build meaningful pathways to public service.

### Workforce Housing Solutions: Multifamily Financing, Construction, and Design Innovation Trends →





volume of affordable housing construction to scale the solution and meet the workforce needs for housing. What new building technologies and materials are serving to reduce the cost of housing construction and increase housing choice? This panel will provide case study examples of the evolving city-developer strategic partnership model that successfully produces more affordable, sustainable, resilient, and healthy residential products.

### Building API Solidarity and Safe Communities →

Communities across the United States, including here in California, are facing the challenges of discrimination, hate, and violence against Asian Americans and other marginalized communities. With policy changes and the ever-evolving political landscape, city officials and leaders are at the forefront of these issues and must help guide our communities into a brighter and safer tomorrow. In this workshop, explore Anti-Asian Discrimination data, new state and federal policies, and community efforts to better equip city officials and leaders. Learn about community-based solutions and your unique and crucial role in addressing hate, discrimination, and violence against Asian Americans and all other marginalized communities. Planned with the API Caucus.

### Declaring Racism a Public Health Crisis →

Last year, many California cities declared racism a public health crisis during the civil unrest that sprung up across the nation. What does this mean for residents and what exactly does it look like? The Mapping Black California team, in partnership with the African American Caucus of Cal Cities will provide an exploration into data visualization that will give significant context to how local elected officials can navigate the resolutions that were adopted and give insight for their constituents to hold them accountable. Planned with the African American Caucus.

### Stories of the Census: What It Says About California's Future →

The Decennial Census has finally arrived! This once-a-decade process sets funding formulas for the government and reminds us that demographics are destiny. Review California's demographic-related trends over the last several decades and the impact of these trends on local government policy, state economics, and governance. Demographic changes, combined with policy changes related to the California Voting Rights Act, are shifting representation at the local level, affecting elections and statewide local governance representation.

### How Regional Cooperation Makes California Community Marketing Work Harder →





County of Kern, who collaborated with key stakeholders to build a powerful new marketing platform that positions the region to compete at its best and signals its cooperative qualities. The audience will first learn the critical steps to create early buy-in and raise funds, before hearing city and county officials share their processes for collaboration and integrated implementation.

### City Attorneys Department Business Meeting →

This session will include reports from the City Attorneys Department President and Board Director, as well as the Ad Hoc Emergency Response Committee. The Department will also vote on an amendment to the Department bylaws, and elect new Department officers.

### Legal Issues: Social Media; Cannabis →

This session will cover legal trends and issues pertaining to social media, the first amendment, and government, and will provide an overview of a new publication prepared by the Cannabis Regulation Committee of the City Attorneys Department of Cal Cities. MCLE credit is available.

### Legal Issues: Land Use, CEQA, and Surplus Land Act →

This session will provide a city-focused update on land use and CEQA litigation and will cover legal trends and issues pertaining to the Surplus Lands Act. MCLE credit is available.

### Legal Issues: Design Immunity and Tort and Civil Rights Litigation →

This session will cover legal trends and issues pertaining to design immunity and will provide a city-focused update on municipal tort and civil rights litigation. MCLE credit is available.

### Legal Issues: Labor and Employment Law →

This session will provide a city-focused update on labor and employment litigation, including the impacts of diversity, equity, and inclusion on employment litigation. MCLE credit is available.

### Legal Issues: Advancing Diversity, Equity, and Inclusion →

This session will cover legal trends and issues pertaining to diversity, equity, and inclusion, including implementing DEI in your city and early lessons on setting up a DEI committee. Includes 1.5 hours of Elimination of Bias sub-field MCLE credit.

### Policy and Legal Considerations in Serving the Unsheltered →





### Legal Issues: Municipal Litigation Update →

This session will provide a city-focused update on general municipal litigation. MCLE credit is available.

### Economic Outlook with Dr. Peter Rupert →

Dr. Rupert is back with his always popular economic outlook presentation. Receive state and national perspectives from the professor, with a focus on trends and forecasts. Attendees who are CPAs can earn CPEs.

### City Finance: Law and Elections Update →

Leading experts will review the latest major developments in California city revenues, spending, and financing, as well as important changes, significant challenges, and new opportunities. Learn about legal developments in new laws, taxes and fees, Proposition 218, Proposition 26, and the underlying issues of your agency's finances. Attendees who are CPAs can earn CPEs.

### Making the Jump from Finance Director to City Manager →

Considering making the jump from finance director to city manager? The city manager is responsible for more than just carrying out the council's policy direction, helping implement the annual budget, and providing assurance of quality service delivery. Hear from individuals who have made the jump, as they share the common and not-often-discussed issues related to becoming a city manager. Learn about the nuances of leadership for this specific profession and key facets of the role that can prepare you for the leap. Attendees who are CPAs can earn CPEs.

### What Finance Professionals Need to Know about IT and Security →

Going through a security breach is difficult, time-consuming, and expensive. As a finance professional who routinely works with sensitive information, are you confident that you have the tools and knowledge to protect your city's finances? Learn about recent events, real-life case studies, and the advanced steps organizations can take to reduce the risks of ransomware. Discover approaches that can save your organization valuable time and money, giving you a view of the financial impact and organizational risks of cybercrime. Plus, an expert with over 30 years of experience will share how to avoid these situations and recover operations. Attendees who are CPAs can earn CPEs.

### CalPERS Discount Rate: The Process, Decisions, and Impacts for Cities →





becomes even more challenging when one of the key factors in calibrating pension costs — the discount rate — is adjusted. Hear from CalPERS representatives as they provide updates on significant developments from the past year, and what is on the horizon. Learn about the performance of the investment fund, the recently triggered Funding Risk Mitigation Policy, the ongoing Asset Liability Management Review (conducted every four years by the board), possibilities for further adjustments to the discount rate, potential increases for PEPRAs member contributions, and the impacts on future employer rates. Attendees who are CPAs can earn CPEs.

### Finance Directors: Tips for Working with Your City Clerk and Attorney →

When issues get tense in your city, having a solid relationship with your city clerk and city attorney can make a significant difference. You may not always see eye-to-eye, but understanding the key elements of building and maintaining those relationships will help when taking on difficult issues and will lead to win-win solutions.

### Update from State Controller Betty Yee →

With so many recent actions affecting local agencies and their finances, this informative discussion with the Controller is a must-attend event. Discover what the State is doing and what it means for your city. Attendees who are CPAs can earn CPEs.

### Hotel and Travel →

A limited amount of hotel rooms are available at reduced rates for registered attendees and exhibitors at the 2021 Annual Conference and Expo. The discounted hotel rate cut-off is **Tuesday, August 31**. Hotels are subject to sell out prior to the deadline — reserve early!

### Predatory Housing Warning

Beware of unauthorized housing and hotel reservation services that may solicit your business. All legitimate communications regarding housing will come directly from the League of California Cities. If you receive a suspicious email or phone call asking to book your hotel room for the conference, please let us know immediately.

### STEP ONE: Register for the Conference

### STEP TWO: Book hotel room

After your registration for the conference is received and processed, a confirmation email will be sent containing the links for housing reservations.





### **Sheraton Grand Sacramento**

[https://www.marriott.com/hotels/travel/sacsi-sheraton-grand-sacramento-hotel/?scid=bb1a189a-fec3-4d19-a255-54ba596febe2&y\\_source=1\\_MTUwMzA2OC03MTUtbG9jYXRpb24uZ29vZ2xIX3dIYnNpdGVfb3ZlcnJpZGU%3D](https://www.marriott.com/hotels/travel/sacsi-sheraton-grand-sacramento-hotel/?scid=bb1a189a-fec3-4d19-a255-54ba596febe2&y_source=1_MTUwMzA2OC03MTUtbG9jYXRpb24uZ29vZ2xIX3dIYnNpdGVfb3ZlcnJpZGU%3D)) 1230 J Street  
\$200.00 single/double\*

### **The Citizen Hotel**

<https://www.thecitizenhotel.com/>) 926 J Street  
\$204.00 single/double\*

### **Holiday Inn Sacramento Downtown**

[https://www.ihg.com/holidayinn/hotels/us/en/sacramento/saccp/hoteldetail?cm\\_mmc=GoogleMaps\\_-\\_HI\\_-\\_US\\_-\\_SACCP](https://www.ihg.com/holidayinn/hotels/us/en/sacramento/saccp/hoteldetail?cm_mmc=GoogleMaps_-_HI_-_US_-_SACCP)) 300 J Street  
\$198.00 single/double\*

### **Best Western Plus Sutter House**

<https://www.thesutterhouse.com/>) 1100 H Street  
\$180.00 single/double - Phone reservations only. Please ask for the League of California Cities room block.\*

### **Doubletree By Hilton Hotel Sacramento**

[https://www.hilton.com/en/hotels/rlsa-dt-doubletree-sacramento/?SEO\\_id=GMB-DT-RLSADT&y\\_source=1\\_MTM3MjY4OS03MTUtbG9jYXRpb24uZ29vZ2xIX3dIYnNpdGVfb3ZlcnJpZGU%3D](https://www.hilton.com/en/hotels/rlsa-dt-doubletree-sacramento/?SEO_id=GMB-DT-RLSADT&y_source=1_MTM3MjY4OS03MTUtbG9jYXRpb24uZ29vZ2xIX3dIYnNpdGVfb3ZlcnJpZGU%3D))  
2001 Point West Way  
\$174.00 single/double\*

### **Hilton Sacramento Arden West**

[https://www.hilton.com/en/hotels/smfhihf-hilton-sacramento-arden-west/?SEO\\_id=GMB-HF-SMFHIHF&y\\_source=1\\_MTIyMDgzNi03MTUtbG9jYXRpb24uZ29vZ2xIX3dIYnNpdGVfb3ZlcnJpZGU%3D](https://www.hilton.com/en/hotels/smfhihf-hilton-sacramento-arden-west/?SEO_id=GMB-HF-SMFHIHF&y_source=1_MTIyMDgzNi03MTUtbG9jYXRpb24uZ29vZ2xIX3dIYnNpdGVfb3ZlcnJpZGU%3D))  
2200 Harvard Street  
\$174.00 single/double\*

\*Plus occupancy taxes and fees.

### **Hotel Changes or Cancellations**





reservation and make any necessary changes. Once the August 31 deadline has passed, please contact the hotel directly with any changes or cancellations. Please note that after the housing deadline has passed, you may incur a financial penalty and minimum one-night room charge or attrition fees.

*PLEASE NOTE: The information you provide to Cal Cities when registering for a Cal Cities conference or meeting may be shared with the conference or meeting hotel(s). The hotel(s) will also share with Cal Cities the information you provide to the hotel(s) when you make your hotel reservation for the conference or meeting. The information shared between Cal Cities and the hotel(s) will be limited to your first name, last name and dates/length of stay in the hotel.*

*CAUTION! You must be registered for the conference prior to booking a hotel room. Do not make a hotel reservation unless you are sure it is needed. Your city/company will be financially responsible for all cancellation/attrition fees. If you are making hotel reservations for others, please confirm with each individual, in advance, that they actually need hotel accommodations and intend to use them on the dates you are reserving.*

## **Parking and Public Transportation**

The convention center is conveniently located in the heart of the city and is within walking distance of the State Capital, hotels, dining, landmarks, and attractions. Public transportation is easily accessible and includes the Sacramento Regional Transit (RT), ZipCar, and Amtrak.

Self-parking and valet are available at most hotels. Parking for the convention center is available at the city-owned Memorial Garage on 14th street between H and I Streets. In addition, several privately owned parking garages are also within walking distance of the convention center. (Parking rates vary by location and are subject to change without notice).

## **Registration →**

Full Registration Includes:

- Admission to Expo and education sessions (unless otherwise indicated)
- Wednesday host city reception; Thursday grab-and-go breakfast; Thursday lunch with exhibitors; Friday closing luncheon
- Admission to CitiPAC and Diversity Caucus Receptions
- Electronic access to all program materials

Online Registration (credit card) - **Register Now** (<https://www.eventsquid.com/register/13599>)





**NOTE:** Conference Registration is required to attend all conference activities including Department and Division meetings and the General Assembly. Sharing of registration is prohibited.

### Full Conference Registration Fees

	Early bird (through July 16)	After July 16 and onsite
<b>City Delegate</b>		
Member City	\$ 550	\$ 600
Nonmember City	\$ 1550	\$ 1600
<b>Public Official</b>		
State/County/Public Official	\$ 625	\$ 675
<b>Partner/Exhibitor</b>		
Company Representative	\$ 625	\$ 675
<b>All Others</b>	\$ 825	\$ 875

### Optional Registration Add-ons (non-refundable)

City Clerks Workshop (includes lunch) - \$150 member cities, \$300 non-member cities

#### Guest Registration - \$125

The guest rate is restricted to those who are not city/public officials, are not related to any Partner/Expo company, and would have no professional reason to attend for learning or business. **Rate includes admission to the Expo and receptions only.** Session seats are reserved for conference registrants. There is no refund for the cancellation of a guest registration. It is not advisable to use city funds to register a guest.

Questions or special needs? Contact conference registrar [Megan Dunn](mailto:mdunn@calcities.org) (<mailto:mdunn@calcities.org>) before Wednesday, August 25.





*Early bird rates are not available for one-day registration*

#### City Delegate

Member City	\$ 325
Nonmember City	\$ 1325

#### Public Official

State/County/Public Official	\$ 375
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#### Partner/Exhibitor

Company Representative	\$ 375
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All Others	\$ 575
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#### Refund Policy

Advance registrants unable to attend will receive a refund of rate paid, **minus a \$75 processing charge**, only when a written request is submitted to **Megan Dunn** (<mailto:mdunn@calcities.org>), and received on or before **September 15**. Refunds will not be available after this date. If you are unable to attend, you may substitute a colleague for your entire registration.

#### General Information →

##### Conference Location

The 2021 Annual Conference will be held at the SAFE Credit Union Convention Center, located at 1400 J Street in Sacramento. All sessions will be held at the convention center unless otherwise noted.

##### Brown Act and Cal Cities Conferences





the members cannot discuss among themselves, other than as part of the scheduled program, business of a specific nature that is within the local agency's subject matter jurisdiction.

### **Helen Putnam Award for Excellence**

This program, supported by the League Partners, recognizes outstanding cities that deliver the highest quality and level of service in the most effective manner possible. Visit the special displays by cities that won the 2021 prestigious award and learn what your city can adapt from their success. Displays can be found in the League Partner Village in the Expo Hall.

### **Institute for Local Government**

The Institute for Local Government promotes good government at the local level with practical, impartial, and easy-to-use resources for California communities. Current program areas and resources to help local officials in service to their communities include local government basics, public engagement, sustainable communities, and public service ethics. Please visit [www.ca-ilg.org](http://www.ca-ilg.org) (<http://www.ca-ilg.org/>) to learn more.

### **Mayors and Council Members Leadership Academy Torch Program**

The MCMLA torch program is for elected officials who are seeking continuing education to enhance their own knowledge and skills in order to better serve the public. Each year officials from throughout the state earn recognition as they progress upward through three sequential levels of achievement.

### **Session Materials**

Our goal is to provide exceptional educational experiences, networking opportunities, and innovative tools that will make attendees and their cities more successful. Presentation materials are an important element of the Annual Conference. You can download or print session materials in advance or after the conference for additional resources.

### **Educational Sessions →**

Educational sessions at the Annual Conference are offered in a variety of formats and include professional development focused on leadership skills and workable solutions. Targeting a broad audience, sessions concentrate on innovative, evidence-based, and discussion-provoking trends, tools, and best practices. Connecting professional experience and collective understanding,





## **First Time Attendees**

A special presentation to welcome first-time attendees is scheduled for Wednesday at 12:45 p.m. Join us to hear about our organization and how to get the most out of your conference experience.

## **Minimum Continuing Legal Education (MCLE) Credits Available**

With support and leadership from the City Attorneys Department, a limited number of sessions will provide Minimum Continuing Legal Education (MCLE) presentations for California attorneys. Legal updates will be offered in municipal litigation subject areas: General Municipal Law, Torts and Civil Rights, Labor and Employment, and Land Use and CEQA. Additional timely municipal law topics will be covered, including one hour of MCLE specialty credit. Sessions providing MCLE credit will be noted in the conference program. All conference participants are welcome to attend sessions that offer MCLE credit.

## **Finance Directors with CPAs can Earn Continuing Professional Education (CPE) Credits**

With support and leadership from the Municipal Finance Officers Department, a limited number of sessions are eligible to earn CPEs for those with a California Board of Accountancy (CBA) license. Sessions providing CPE will be noted in the conference program. All conference participants are welcome to attend CPE-earning sessions.

## **State Mandated Training**

Training to meet state requirements on specific ethics laws and principles and workplace harassment, discrimination and retaliation will be offered. Understanding Public Service Ethics Laws and Principles (AB 1234 Training) will be available as a pre-conference workshop on Wednesday morning, and Sexual Harassment Prevention Training for City Officials (AB 1661/1825 training) will be available Friday morning during the concurrent sessions.

## **League Partner Sessions**

Sessions planned by our League Partners will be scheduled during regular conference times and be designated with special signage and a note in the program. This is an excellent opportunity for Cal Cities members to get to know our Partners in a new way.

## **City Clerks Workshop**





available. (Additional registration is required to attend the workshop).

## Networking Opportunities →

### Host City Reception

The City of Sacramento welcomes delegates to the League of California Cities Annual Conference and Expo. Please join us at the opening night host reception and enjoy a selection of delicious hors d'oeuvres. The reception will take place from 5–7 p.m. on Wednesday in the Expo Hall.

### Caucuses

The Board of Directors has recognized five diversity groups: African American Caucus; Asian Pacific Islander Caucus; Lesbian Gay Bisexual Transgender Queer Caucus (LGBTQ); Latino Caucus; and Women's Caucus. [Sign up \(/home/get-involved/caucuses\)](#) to join one or more of the Cal Cities' caucuses. Caucus networking events at the Annual Conference are open to all attendees.

### Regional Divisions

Regional Divisions function as Cal Cities' grassroots advocacy teams. Divisions are staffed locally by public affairs managers to support Cal Cities' goals. Contact your regional public affairs manager for more information about division networking events during the conference. (Additional registration may be required for Regional Division activities).

### CitiPAC Leadership Reception

CitiPAC will present its Leadership Reception on the evening of Wednesday, September 22. Join conference attendees for this wonderful event in support of CitiPAC featuring food, beverages, and entertainment.

## Organization Meetings →

### Municipal Departments

Functioning as professional societies with educational and networking opportunities, professional departments play an essential role in forming Cal Cities policy and programs. Discover what your colleagues are working on with Cal Cities by attending the department business meetings scheduled throughout the conference.





conference resolutions process is one way that city officials can directly participate in the development of Cal Cities policy. The deadline to submit resolutions is July 24. Visit the [Policy and Resolutions page \(/home/action-agenda/policy-and-resolutions\)](#) for more information.

*Sessions and speakers are subject to change.*

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