

CALENDAR FOR THE BOARD OF SUPERVISORS  
**CONTRA COSTA COUNTY**  
AND FOR SPECIAL DISTRICTS, AGENCIES, AND AUTHORITIES GOVERNED BY THE BOARD  
**BOARD CHAMBERS ROOM 107, ADMINISTRATION BUILDING, 651 PINE STREET**  
**MARTINEZ, CALIFORNIA 94553-1229**

**KAREN MITCHOFF**, *CHAIR*, 4TH DISTRICT  
**JOHN GIOIA**, *VICE CHAIR*, 1ST DISTRICT  
**CANDACE ANDERSEN**, 2ND DISTRICT  
**DIANE BURGIS**, 3RD DISTRICT  
**FEDERAL D. GLOVER**, 5TH DISTRICT

**DAVID J. TWA**, CLERK OF THE BOARD AND COUNTY ADMINISTRATOR, (925) 335-1900

PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO  
AN ITEM THAT IS ON THE AGENDA, WILL BE LIMITED TO TWO (2) MINUTES.

The Board Chair may reduce the amount of time allotted per speaker at the beginning of each item or public comment period depending on the number of speakers and the business of  
the day. Your patience is appreciated.

A lunch break or closed session may be called at the discretion of the Board Chair.

Staff reports related to open session items on the agenda are also accessible on line at [www.co.contra-costa.ca.us](http://www.co.contra-costa.ca.us).

**SPECIAL MEETING**  
**AGENDA**

**January 23, 2018**

**\*\*\*\*\*Note Time Change\*\*\*\*\***

**10:00 A.M. Convene, Call to order and opening ceremonies.**

Inspirational Thought- *"Write it on your heart that everyday is the best day in the year."* ~ Ralph  
Waldo Emerson

**CONSIDER CONSENT ITEMS** (Items listed as C.1 through C.40 on the following agenda) –  
Items are subject to removal from Consent Calendar by request of any Supervisor or on request  
for discussion by a member of the public. **Items removed from the Consent Calendar will be  
considered with the Discussion Items.**

**PRESENTATIONS (5 Minutes Each)**

**PR.1** PRESENTATION recognizing the Career Online High School Class of 2016/2017  
Graduate Jordan Smith. (Megan Brown, Contra Costa County Library)

**DISCUSSION ITEMS**

**D. 1** CONSIDER Consent Items previously removed.

**D. 2** PUBLIC COMMENT (2 Minutes/Speaker)

- D.3** CONSIDER approving the Request for Proposals for emergency ambulance services for Emergency Response Area IV and directing the Emergency Medical Services (EMS) Agency to submit it to the California State EMS Authority and conduct the competitive procurement. (Pat Frost, Health Services Department)
- D.4** HEARING to consider the proposed formation of Zone 2607 within County Service Area P-6 (Police Services) in the Martinez area of the County for County File #SD05-9065. (Jennifer Cruz, Department of Conservation and Development)
- D.5** HEARING to consider adoption of Resolution No. 2018/20 and Ordinance No. 2018-01, authorizing the levy of a special tax for police protection services in Zone 2607 of County Service Area P-6 for Subdivision No. 9065 (County File #SD05-9065) in the Martinez area, and fixing an election on March 27, 2018, to obtain voter approval. (Jennifer Cruz, Department of Conservation and Development)
- D.6** CONSIDER accepting Year-End reports on the County's 2017 legislative programs, adopting the Proposed 2018 State and Federal Legislative Platforms, and providing further direction to staff and legislative advocates regarding legislative advocacy efforts. (Lara DeLaney, County Administrator's Office)
- D.7** HEARING to consider adoption of Resolution No. 2018/31, which would add a non-franchise solid waste collection and transport permit fee to the schedule of fees for the Environmental Health Division; and CONSIDER adopting related Resolution No. 2018/41, which would establish the amount of \$20,000 and other requirements for a performance bond for non-franchise solid waste haulers, and taking related actions under the California Environmental Quality Act. (Marilyn Underwood, Health Services Department)

D. 8 CONSIDER reports of Board members.

#### **Closed Session**

#### **A. CONFERENCE WITH LABOR NEGOTIATORS**

1. Agency Negotiators: David Twa and Richard Bolanos.

Employee Organizations: Contra Costa County Employees' Assn., Local No. 1; Am. Fed., State, County, & Mun. Empl., Locals 512 and 2700; Calif. Nurses Assn.; Service Empl. Int'l Union, Local 1021; District Attorney's Investigators Assn.; Deputy Sheriffs Assn.; United Prof. Firefighters, Local 1230; Physicians' & Dentists' Org. of Contra Costa; Western Council of Engineers; United Chief Officers Assn.; Service Employees International Union Local 2015; Contra Costa County Defenders Assn.; Probation Peace Officers Assn. of Contra Costa County; Contra Costa County Deputy District Attorneys' Assn.; and Prof. & Tech. Engineers, Local 21, AFL-CIO; Teamsters Local 856.

2. Agency Negotiators: David Twa.

Unrepresented Employees: All unrepresented employees.

**B. PUBLIC EMPLOYEE APPOINTMENT**

Title: Director of Health Services

**ADJOURN in memory of  
*Malinda Brown*  
Contra Costa County employee**

**CONSENT ITEMS**

**Road and Transportation**

- C. 1** CONTINUE the emergency action originally taken by the Board of Supervisors on March 7, 2017, pursuant to Public Contract Code Sections 22035 and 22050, to repair the Morgan Territory Road Slide Repair Project, as recommended by the Interim Public Works Director, Clayton area. (100% Local Road Funds)

**Engineering Services**

- C. 2** ADOPT Resolution No. 2018/11 approving the Subdivision Agreement (Right-of-Way Landscaping) for subdivision SD80-06013 (Phase I), for a project being developed by SDC Delta Coves, as recommended by the Interim Public Works Director, Bethel Island area (No fiscal impact)
- C. 3** ADOPT Resolution No. 2018/12 approving the Subdivision Agreement (Right-of-Way Landscaping) for subdivision SD80-06013 (Phase II), for a project being developed by SDC Delta Coves, as recommended by the Interim Public Works Director, Bethel Island area. (No fiscal impact)

**Special Districts & County Airports**

- C. 4** APPROVE and AUTHORIZE the Interim Chief Engineer, Contra Costa County Flood Control and Water Conservation District, or designee, to apply for grant assistance in the form of the California Department of Water Resources: Flood Emergency Response Projects Grants Program — Statewide, in an amount not to exceed \$450,000, for analysis and preparation of flood stage elevations for up to 12 existing stream gauges, West and Central County areas. (100% State Funds)

- C. 5** APPROVE and AUTHORIZE the Director of Airports, or designee, to (i) submit a Notice of Interest to the California Governor’s Office of Emergency Services (Cal OES), and (ii) if the County is determined to be eligible to participate, submit an application to Cal OES and to the Federal Emergency Management Agency (FEMA) for a grant of disaster mitigation funds under the DR-4344 ‘October 2017’ Hazard Mitigation Grant Program. (100% Airport Enterprise Fund)

### **Claims, Collections & Litigation**

- C. 6** DENY claims filed by Gregory Banks, Alexis Avalos, Nathan Gregory Banks (Decedent), Estate & Family of Nathan Banks, East Bay Regional Park District, Colonial Energy, Ricardo Franco, Kenya Montgomery, Guardian ad Litem for JCM (a minor), Peter J. Nowicki (2), Aida Reyes, Aida Reyes for LR (a minor), and Douglas Ronald Wilcox. DENY amended claim by California Department of General Services –Office of Risk & Insurance Management.

### **Honors & Proclamations**

- C. 7** ADOPT Resolution No. 2018/24 recognizing the Career Online High School Class of 2016/2017 Graduate Jordan Smith, as recommended by the County Librarian.

### **Appointments & Resignations**

- C. 8** ACCEPT resignation of Bhupen Amin, DECLARE a vacancy in the Private/Non-Profit Sector No.2 seat on the Economic Opportunity Council, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Employment and Human Services Director.
- C. 9** ACCEPT the resignation of Clark Johnson, DECLARE a vacancy in the Alternate seat on the Alamo Municipal Advisory Council, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Candace Andersen.

### **Personnel Actions**

- C. 10** ADOPT Position Adjustment Resolution No. 22119 to add one Personnel Services Assistant III (unrepresented) position and cancel one Associate Civil Engineer (represented) position in the Public Works Department. (Cost savings)
- C. 11** ADOPT Position Adjustment Resolution No. 22222 to reallocate the classification of Systems Accountant II (represented) on the salary schedule in the Auditor-Controller Department. (100% General Fund)



## **Grants & Contracts**

**APPROVE and AUTHORIZE execution of agreements between the County and the following agencies for receipt of fund and/or services:**

- C. 12** ADOPT Resolution No. 2018/21 approving and authorizing the Employment and Human Services Director, or designee, to execute a contract with the California Department of Aging to pay the County an amount not to exceed \$54,208 for Medicare Improvements for Patients and Providers Act services for the period January 1 through September 29, 2018. (100% Federal, no County match)

**APPROVE and AUTHORIZE execution of agreement between the County and the following parties as noted for the purchase of equipment and/or services:**

- C. 13** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Advanced Helicopter Services, Inc., in an amount not to exceed \$3,000,000 for helicopter maintenance services for the period February 1, 2018 through January 31, 2020. (55% CSA P-6 Zone funds, 32% State, 13% User Agency revenue)
- C. 14** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Marine Emporium Boat Works, Inc., in an amount not to exceed \$500,000 to provide marine haul-out, destruction, and storage of vessels in the Bethel Island and East Contra Costa for the period of April 1, 2018 through March 31, 2020. (100% State)
- C. 15** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Northwoods Consulting Partners, Inc., to increase the payment limit by \$1,680,104 to a new payment limit of \$5,229,642 for additional software licenses and software support for Compass Pilot, the Employment and Human Services Department's document management system for the period February 1, 2018 through June 30, 2019. (10% County, 48% State, 42% Federal)
- C. 16** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order amendment with OmniPro, LLC, to increase the payment limit by \$300,000 to a new payment limit of \$1,400,000 for additional computer hardware and components for Contra Costa Regional Medical Center and Health Centers for the period September 1, 2016 through August 31, 2018. (100% Hospital Enterprise Fund I)

- C. 17** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Robin Wendy Asher, M.D., in an amount not to exceed \$199,680 to provide outpatient psychiatric care services to children and adolescents in central Contra Costa County for the period April 1, 2018 through March 31, 2019. (50% Federal Medi-Cal, 50% Mental Health Realignment)
- C. 18** Acting as the Governing Board of the Contra Costa County Fire Protection District, AUTHORIZE the Fire Chief, or designee, to execute 1) a purchase contract with Golden State Fire Apparatus, Inc. for the manufacture and sale of four Type I fire engines and one 100-foot aerial ladder truck in an amount not to exceed \$3,900,000, 2) the fourth lease schedule to Master Lease Agreement with PNC Equipment Finance, LLC for an amount not to exceed \$4,600,000, including finance charges, with annual payments not to exceed \$460,000 and a term not to exceed 10 years for the lease-purchase of the Pierce fire engines and ladder truck, and 3) a three party agreement among PNC, the Fire District, and Pierce Manufacturing, Inc. (100% District revenue)
- C. 19** APPROVE and AUTHORIZE the Interim Public Works Director, or designee, to execute a contract with Waterproofing Associates, Inc., in an amount not to exceed \$1,000,000, to provide building waterproofing services, for the period February 1, 2018 through January 31, 2021, Countywide. (100% General Fund)
- C. 20** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order amendment with Coopersurgical, Inc., to increase the payment limit by \$99,000 to a new payment limit of \$198,000 for obstetrical and gynecological medical equipment and supplies for Contra Costa Regional Medical Center and Health Centers, for the period July 1, 2016 through June 30, 2018. (100% Hospital Enterprise Fund I)
- C. 21** APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the Interim Public Works Director, a purchase order with Lehr Auto Electric, Inc., in an amount not to exceed \$600,000 for emergency vehicle parts and accessories, for the period February 1, 2018 through January 31, 2020, Countywide. (100% Fleet Internal Service Fund)
- C. 22** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order amendment with Stryker Sales Corporation, to increase the payment limit by \$114,258 to a new payment limit of \$202,758 for repair and servicing of Stryker medical equipment at Contra Costa Regional Medical Center and Health Centers, for the period December 30, 2016 through December 29, 2019. (100% Hospital Enterprise Fund I)

- C. 23** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment effective January 1, 2018 with Community Options for Families and Youth, Inc., to increase the payment limit by \$170,000 to a new payment limit of \$737,904 to provide additional mental health and family functional therapy services for youth who have had serious contact with the Juvenile Justice System, for the period July 1, 2017 through June 30, 2018, which includes an automatic extension through December 31, 2018 in the amount of \$283,592. (45% Federal Medi-Cal, 43% Probation Mentally Ill Offenders Crime Reduction Grant, 12% Probation Non Mentally Ill Offenders Crime Reduction Flex Funds)
- C. 24** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order amendment with Abbott Laboratories, Inc., to increase the payment limit by \$35,000 to a new payment limit of \$155,000 for laboratory testing supplies at Contra Costa Regional Medical Center, for the period September 1, 2015 through August 31, 2018. (100% Hospital Enterprise Fund I)
- C. 25** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Jaison James, M.D., in an amount not to exceed \$880,000 to provide orthopedic services at Contra Costa Regional Medical Center and Health Centers for the period February 1, 2018 through January 31, 2019. (100% Hospital Enterprise Fund I)
- C. 26** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment effective January 1, 2018 with Echo Consulting Services of California, Inc., to include software support and maintenance services for the InSyst application through June 30, 2018, with no change in the payment limit of \$1,900,000 nor in the term through June 30, 2019. (100% Hospital Enterprise Fund I)
- C. 27** APPROVE and AUTHORIZE the County Counsel or designee to execute, on behalf of Contra Costa County, a contract for specialized professional services with Moscone Emblidge and Otis, LLP. (100% General Fund)
- C. 28** APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the County Administrator's Office of Reentry & Justice, to (1) execute a Purchase Order with Carahsoft Technology Corp. in an amount not to exceed \$41,447.81 for the purchase of a Salesforce database and support for the AB 109 Community Programs, for the period from January 30, 2018 through January 29, 2019, and (2) agree to the terms and conditions of the Salesforce Master Subscription Agreement, including County indemnification. (100% AB 109 Public Safety Realignment)

- C. 29** APPROVE clarification of Board action of January 9, 2018 (C.40), which authorized the County Librarian to execute a contract amendment with Cypress Security, LLC, to reflect the intent of the parties that the amended term should be February 1, 2017 through December 31, 2018, and the amended payment limit should be \$308,200, for additional security services to be provided at the Walnut Creek, Concord, and San Pablo Libraries. (100% Library Fund)

### **Other Actions**

- C. 30** ADOPT Resolution No. 2018/7, which supersedes Resolution No. 2017/133 regarding compensation and benefits for the County Administrator, County Elected and Appointed Department Heads, Management, Exempt, and Unrepresented employees, to reflect changes, as recommended by the County Administrator.
- C. 31** APPROVE the ADA & Fire Life Safety upgrades at 4491 Bixler Rd. Project and AUTHORIZE the Interim Public Works Director, or designee, to advertise the Project, Byron area. (100% Facilities Lifecycle Improvement Program Funds)
- C. 32** ACCEPT the December 2017 update of the operations for the Employment and Human Services Department, Community Services Bureau, as recommended by the Employment and Human Services Department Director.
- C. 33** APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute legal documents to loan \$130,000 of Community Development Block Grant funds to Richmond Neighborhood Housing Services, Inc., for the rehabilitation of a residential triplex property located at 561-565 South 29th Street in Richmond, and ADOPT related findings and actions under the California Environmental Quality Act. (100% Federal funds)
- C. 34** ACCEPT the 2017 Annual Report by the Contra Costa County Emergency Medical Care Committee, as recommended by the Health Services Director.
- C. 35** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a memorandum of understanding containing modified indemnification language with Community Financial Resources, Inc., to partner on a financial literacy and money management project for the period December 1, 2017 through July 31, 2018. (No fiscal impact)
- C. 36** APPROVE clarification of Board action of July 11, 2017 (Item C.122), which authorized the Health Services Director to execute a contract with Total Renal Care, Inc. for the provision of blood services for inmates/patients at the Martinez Detention Facility, to reflect the correct term of January 27, 2018 through January 26, 2020 with no change in the payment limit of \$321,634. (No fiscal impact)

- C. 37** ADOPT Resolution No. 2018/28, which opposes new offshore oil and gas drilling leases along the coast of California, as recommended by the County Administrator.
- C. 38** CONTINUE the emergency action originally taken by the Board of Supervisors on November 16, 1999, and most recently approved by the Board on January 9, 2018, regarding the issue of homelessness in Contra Costa County, as recommended by the Health Services Director. (No fiscal impact)
- C. 39** ADOPT Resolution No. 2018/30 approving the Side Letter between the County of Contra Costa and Public Employees Union, Local One modifying Section 2.9 Written Statement for New Employees of the Memorandum of Understanding pursuant to AB 119, as recommended by the County Administrator.
- C. 40** APPROVE and AUTHORIZE the San Pablo County Library to close at 4:30 p.m. instead of the regular 6:00 p.m. under normal business hours to host the Contra Costa Mayors' Conference event, as recommended by the County Administrator.

### **GENERAL INFORMATION**

The Board meets in all its capacities pursuant to Ordinance Code Section 24-2.402, including as the Housing Authority and the Successor Agency to the Redevelopment Agency. Persons who wish to address the Board should complete the form provided for that purpose and furnish a copy of any written statement to the Clerk.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Clerk of the Board to a majority of the members of the Board of Supervisors less than 96 hours prior to that meeting are available for public inspection at 651 Pine Street, First Floor, Room 106, Martinez, CA 94553, during normal business hours.

All matters listed under CONSENT ITEMS are considered by the Board to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a member of the Board or a member of the public prior to the time the Board votes on the motion to adopt.

Persons who wish to speak on matters set for PUBLIC HEARINGS will be heard when the Chair calls for comments from those persons who are in support thereof or in opposition thereto. After persons have spoken, the hearing is closed and the matter is subject to discussion and action by the Board. Comments on matters listed on the agenda or otherwise within the purview of the Board of Supervisors can be submitted to the office of the Clerk of the Board via mail: Board of Supervisors, 651 Pine Street Room 106, Martinez, CA 94553; by fax: 925-335-1913.

The County will provide reasonable accommodations for persons with disabilities planning to attend Board meetings who contact the Clerk of the Board at least 24 hours before the meeting, at (925) 335-1900; TDD (925) 335-1915. An assistive listening device is available from the Clerk, Room 106.

Copies of recordings of all or portions of a Board meeting may be purchased from the Clerk of the Board. Please telephone the Office of the Clerk of the Board, (925) 335-1900, to make the

necessary arrangements.

Forms are available to anyone desiring to submit an inspirational thought nomination for inclusion on the Board Agenda. Forms may be obtained at the Office of the County Administrator or Office of the Clerk of the Board, 651 Pine Street, Martinez, California.

Subscribe to receive to the weekly Board Agenda by calling the Office of the Clerk of the Board, (925) 335-1900 or using the County's on line subscription feature at the County's Internet Web Page, where agendas and supporting information may also be viewed:

[www.co.contra-costa.ca.us](http://www.co.contra-costa.ca.us)

## STANDING COMMITTEES

The **Airport Committee** (Supervisors Diane Burgis and Karen Mitchoff) meets on the second Wednesday of the month at 11:00 a.m. at the Director of Airports Office, 550 Sally Ride Drive, Concord.

The **Family and Human Services Committee** (Supervisors Candace Andersen and John Gioia) meets on the fourth Monday of the month at 10:30 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Finance Committee** (Supervisors Karen Mitchoff and John Gioia) meets on the fourth Monday of the month at 9:00 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Hiring Outreach Oversight Committee** (Supervisors Candace Andersen and Federal D. Glover) meets on the first Monday of every other month at 1:00 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Internal Operations Committee** (Supervisors Diane Burgis and Candace Andersen) meets on the second Monday of the month at 1:00 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Legislation Committee** (Supervisors Karen Mitchoff and Diane Burgis) meets on the second Monday of the month at 10:30 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Public Protection Committee** (Supervisors John Gioia and Federal D. Glover) meets on the first Monday of the month at 10:30 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Transportation, Water & Infrastructure Committee** (Supervisors Karen Mitchoff and Candace Andersen) meets on the second Monday of the month at 9:00 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

Airports Committee	February 14, 2018	11:00 a.m.	See above
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Family & Human Services Committee	February 26, 2018	10:30 a.m.	See above
Finance Committee	February 26, 2018	9:00 a.m.	See above
Hiring Outreach Oversight Committee	February 5, 2018	1:00 p.m.	See above
Internal Operations Committee	February 12, 2018	1:00 p.m.	See above
Legislation Committee	February 12, 2018	10:30 a.m.	See above
Public Protection Committee	February 5, 2018	10:30 a.m.	See above
Transportation, Water & Infrastructure Committee	February 12, 2018	9:00 a.m.	See above

**AGENDA DEADLINE: Thursday, 12 noon, 12 days before the Tuesday Board meetings.**

### **Glossary of Acronyms, Abbreviations, and other Terms (in alphabetical order):**

Contra Costa County has a policy of making limited use of acronyms, abbreviations, and industry-specific language in its Board of Supervisors meetings and written materials. Following is a list of commonly used language that may appear in oral presentations and written materials associated with Board meetings:

**AB** Assembly Bill  
**ABAG** Association of Bay Area Governments  
**ACA** Assembly Constitutional Amendment  
**ADA** Americans with Disabilities Act of 1990  
**AFSCME** American Federation of State County and Municipal Employees  
**AICP** American Institute of Certified Planners  
**AIDS** Acquired Immunodeficiency Deficiency Syndrome  
**ALUC** Airport Land Use Commission  
**AOD** Alcohol and Other Drugs  
**ARRA** American Recovery & Reinvestment Act of 2009  
**BAAQMD** Bay Area Air Quality Management District  
**BART** Bay Area Rapid Transit District  
**BayRICS** Bay Area Regional Interoperable Communications System  
**BCDC** Bay Conservation & Development Commission  
**BGO** Better Government Ordinance  
**BOS** Board of Supervisors  
**CALTRANS** California Department of Transportation  
**CalWIN** California Works Information Network  
**CalWORKS** California Work Opportunity and Responsibility to Kids  
**CAER** Community Awareness Emergency Response  
**CAO** County Administrative Officer or Office  
**CCE** Community Choice Energy  
**CCCPFD (ConFire)** Contra Costa County Fire Protection District  
**CCHP** Contra Costa Health Plan  
**CCTA** Contra Costa Transportation Authority  
**CCRMC** Contra Costa Regional Medical Center  
**CCWD** Contra Costa Water District  
**CDBG** Community Development Block Grant

**CFDA** Catalog of Federal Domestic Assistance  
**CEQA** California Environmental Quality Act  
**CIO** Chief Information Officer  
**COLA** Cost of living adjustment  
**ConFire** (CCCYPD) Contra Costa County Fire Protection District  
**CPA** Certified Public Accountant  
**CPI** Consumer Price Index  
**CSA** County Service Area  
**CSAC** California State Association of Counties  
**CTC** California Transportation Commission  
**dba** doing business as  
**DSRIP** Delivery System Reform Incentive Program  
**EBMUD** East Bay Municipal Utility District  
**ECCFPD** East Contra Costa Fire Protection District  
**EIR** Environmental Impact Report  
**EIS** Environmental Impact Statement  
**EMCC** Emergency Medical Care Committee  
**EMS** Emergency Medical Services  
**EPSDT** Early State Periodic Screening, Diagnosis and Treatment Program (Mental Health)  
**et al.** et alii (and others)  
**FAA** Federal Aviation Administration  
**FEMA** Federal Emergency Management Agency  
**F&HS** Family and Human Services Committee  
**First 5** First Five Children and Families Commission (Proposition 10)  
**FTE** Full Time Equivalent  
**FY** Fiscal Year  
**GHAD** Geologic Hazard Abatement District  
**GIS** Geographic Information System  
**HCD** (State Dept of) Housing & Community Development  
**HHS** (State Dept of ) Health and Human Services  
**HIPAA** Health Insurance Portability and Accountability Act  
**HIV** Human Immunodeficiency Virus  
**HOME** Federal block grant to State and local governments designed exclusively to create affordable housing for low-income households  
**HOPWA** Housing Opportunities for Persons with AIDS Program  
**HOV** High Occupancy Vehicle  
**HR** Human Resources  
**HUD** United States Department of Housing and Urban Development  
**IHSS** In-Home Supportive Services  
**Inc.** Incorporated  
**IOC** Internal Operations Committee  
**ISO** Industrial Safety Ordinance  
**JPA** Joint (exercise of) Powers Authority or Agreement  
**Lamorinda** Lafayette-Moraga-Orinda Area  
**LAFCo** Local Agency Formation Commission  
**LLC** Limited Liability Company  
**LLP** Limited Liability Partnership  
**Local 1** Public Employees Union Local 1



**LVN** Licensed Vocational Nurse  
**MAC** Municipal Advisory Council  
**MBE** Minority Business Enterprise  
**M.D.** Medical Doctor  
**M.F.T.** Marriage and Family Therapist  
**MIS** Management Information System  
**MOE** Maintenance of Effort  
**MOU** Memorandum of Understanding  
**MTC** Metropolitan Transportation Commission  
**NACo** National Association of Counties  
**NEPA** National Environmental Policy Act  
**OB-GYN** Obstetrics and Gynecology  
**O.D.** Doctor of Optometry  
**OES-EOC** Office of Emergency Services-Emergency Operations Center  
**OPEB** Other Post Employment Benefits  
**OSHA** Occupational Safety and Health Administration  
**PACE** Property Assessed Clean Energy  
**PARS** Public Agencies Retirement Services  
**PEPRA** Public Employees Pension Reform Act  
**Psy.D.** Doctor of Psychology  
**RDA** Redevelopment Agency  
**RFI** Request For Information  
**RFP** Request For Proposal  
**RFQ** Request For Qualifications  
**RN** Registered Nurse  
**SB** Senate Bill  
**SBE** Small Business Enterprise  
**SEIU** Service Employees International Union  
**SUASI** Super Urban Area Security Initiative  
**SWAT** Southwest Area Transportation Committee  
**TRANSPAC** Transportation Partnership & Cooperation (Central)  
**TRANSPLAN** Transportation Planning Committee (East County)  
**TRE** or **TTE** Trustee  
**TWIC** Transportation, Water and Infrastructure Committee  
**UASI** Urban Area Security Initiative  
**VA** Department of Veterans Affairs  
**vs.** versus (against)  
**WAN** Wide Area Network  
**WBE** Women Business Enterprise  
**WCCTAC** West Contra Costa Transportation Advisory Committee



**Contra  
Costa  
County**

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 23, 2018

Subject: Draft Emergency Ambulance Request for Proposal (RFP) for Exclusive Response Areas (ERA) IV

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**RECOMMENDATION(S):**

CONSIDER approving the Draft Emergency Ambulance Request for Proposal (RFP) for emergency ambulance services for Emergency Response Area (ERA) IV from EMS Agency Staff (EMS Director Pat Frost); and

DIRECT the Emergency Medical Services (EMS) Agency to submit to the California State EMS Authority and conduct the competitive procurement.

**FISCAL IMPACT:**

No County General Fund impact.

**BACKGROUND:**

The RFP sets general standards for service, specific response time and staffing standards, and provisions for scoring and selection. The RFP performance requirements reflect uniform standards consistent with the recent Contra Costa Fire Protection District contract and is subject to Health and Safety Code 13862 and 1797 et.seq.; California Government Code 26227 and 31000 County Ordinance Code, Division 48; and all legal authorities associated with HIPAA.

The draft RFP for ERA IV reflects modifications in high and low-density emergency ambulance response requirements associated with population growth and demand for EMS services.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Patricia Frost,  
925-646-4690

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Tasha Scott, Marcy Wilhelm, Rachel Morris

## BACKGROUND: (CONT'D)

The current exclusive operating area agreement for ERA IV will expire on October 31, 2018. The draft RFP and the resulting emergency ambulance contract language is responsive to the findings of the 2014 EMS System Modernization Report and is structured to enhance EMS System service delivery and improve the quality of pre-hospital care.

San Ramon Valley Fire Protection District has been the legacy 9-1-1 ambulance provider subsequent to consecutive competitive bids since 1983. In October of 2017, San Ramon Valley Fire Protection District approached the Local EMS Agency (LEMSA) to explore the appropriateness of reinstating their 201/224 rights. An exhaustive records review and information exchange resulted to determine if there was a basis for this to be considered. The result of the extensive document review was inconclusive. In response, the LEMSA then submitted a request to the California Emergency Medical Services Authority (EMSA) on November 16, 2017 seeking further records prior to 1985 and a twelve-month RFP extension to review the many complex legal issues and EMS system impacts involved.

On December 13, 2017, the EMSA responded with RFP documents associated with the 2008 procurement process and denied the LEMSA request, advising that ERA IV has been well served by being exclusive through a competitive process and there was no mechanism to re-establish exclusivity under another basis (e.g. 201/224). The EMSA response (attached) puts the decision in front of the Board. The LEMSA recommends that an ERA IV RFP competitive procurement be conducted.

Proposed RFP Timeline (subject to change)

Date Action Item:

January 23, 2018 Board approval of RFP

March 27, 2018 EMSA Review of RFP Completed

All Dates below are TBD pending timing of EMSA approval

April 9, 2018 RFP Released

April 16, 2018 RFP Questions/Clarification Due

April 23, 2018 Proposer's Conference

June 21, 2018 Proposals Due at 4 pm - Public Proposal Opening

July 10, 2018 Notice of Intent to Award-Protest Period Begins

August 6, 2018 Presentation to Board: Authorization to Proceed

August 30, 2018 Contract Finalized

September 11, 2018 Board approval of Contract

November 1, 2018 Start-up of New Contract

## CONSEQUENCE OF NEGATIVE ACTION:

The RFP for ERA IV would be delayed and ERA IV would be designated by the EMSA as non-exclusive after October 31, 2018. Under Title 22, competitive agreements that provide exclusivity must be "periodically" put out for RFP. The EMSA defines periodic as not more than every 10 years.

If a competitive process is not conducted for ERA IV by October 31, 2018, it is recommended that the current agreement with San Ramon Valley Fire be extended by not more than 18 months to assure no disruption in emergency ambulance services or the coordinated county EMS System.

Emergency ambulance providers are required to enter written agreements with the County to not only memorialize exclusivity to provide services in a designated community, but to comply with statutory requirements associated with county emergency ambulance service performance requirements, Title 22 medical control and patient safety and quality improvement supporting Contra Costa's high performance EMS system.

ERA non-exclusivity has the ability to create an opportunity for other non-emergency ambulance service providers to participate in the EMS system in ERA IV.

There is a risk to the County that establishing a “non-exclusive” ERA may disrupt the coordination of EMS System Services for ERA IV. This may become a source of ongoing litigation for the County as it has been in other counties throughout the state.

CHILDREN'S IMPACT STATEMENT:

Approximately 8-10% of EMS system services are provided to children.

ATTACHMENTS

Draft Emergency Ambulance Request for Proposal (RFP) for Exclusive Response Areas (ERA) IV



Emergency Medical Services Agency

Request for Proposal for  
Emergency Ambulance Services and  
EMS System Performance Specifications for  
Contra Costa County California

January 3, 2018

**DRAFT**

Proposal submittal deadline:

Thursday, July 19, 2018, 4:00 p.m.  
Contra Costa Health Services  
Emergency Medical Services Agency  
1340 Arnold Drive, Suite 126  
Martinez, CA 94553  
(925) 646-4690 fax (925) 646-4379  
[www.cccems.org](http://www.cccems.org)

## Table of Contents

Definitions .....	8
Section I – System Design Summary .....	11
Overview .....	11
Overview of EMS System Design .....	12
Relevant Information Regarding Service Areas .....	13
Historical Service Volume .....	13
Current Approved Ambulance Service Rates .....	13
Section II – Procurement Information .....	14
Performance-Based Contract .....	14
Notice to Proposers .....	14
Use of Own Expertise and Judgment .....	15
Procurement Process .....	15
Pre-Bid Process .....	15
Mandatory Proposers' Conference .....	15
Proposal Submission .....	15
Public Proposal Opening .....	16
Additional Proposer Responsibilities .....	16
Proposal Instructions .....	16
Proposal Format .....	16
Mandatory Table of Contents .....	17
Required Proposal Sections .....	17
Proposal Evaluation Process .....	17
Proposal Review Board .....	17
Proposal Review Process .....	18
Post Submission Presentation .....	19
Investigation .....	20
Notification .....	20
Protest .....	20
Award .....	21
Required Bond .....	21
Required Emergency Ambulance Permit .....	21

Scoring Criteria.....	22
Scoring Matrix.....	22
Section III – Minimum Qualifications .....	23
A. Organizational Disclosures.....	23
1. Organizational ownership and legal structure .....	23
2. Financial Strength and Stability .....	23
3. Continuity of business .....	24
4. Licenses and permits.....	24
5. Government investigations.....	24
6. Litigation .....	24
7. Performance Security Provision in Contract .....	24
B. Experience as Sole Provider .....	24
1. Comparable experience .....	25
2. Government contracts .....	25
3. Contract Compliance.....	25
C. Demonstrated Response Time Performance.....	25
D. Demonstrated High Level Clinical Care.....	25
Section IV – Core Requirements.....	26
A. Service Activities.....	26
1. Scope of Service .....	26
2. Advanced Life Support (ALS) Mandate. ....	26
3. Integration and Collaboration with the EMS System.....	26
4. Local Infrastructure .....	27
5. Compliance with LEMSA Treatment Guidelines, Administrative Policies, Procedures and Applicable Laws. ....	27
6. Disaster Assistance and Response .....	27
7. Work and Services.....	28
B. Performance Standards .....	28
1. Staffing.....	28
2. Response Time Performance Standards .....	28
3. Response Time Calculation .....	29
4. Response Time Exemptions .....	30
5. Application for Exemption .....	30
6. Documentation of Response Times.....	31

7. Response Time Performance Data Report .....	31
8. Deployment Plan.....	33
C. Clinical and CQI Standards .....	33
1. Continuous Quality Improvement (CQI) Program .....	33
2. Field Training Officer Program .....	36
3. Medical Control .....	36
4. Quality Improvement Processes .....	36
5. EMS System CQI Activities .....	36
6. Medical Committee Participation.....	37
7. Clinical Quality Improvement Staff Commitment.....	37
8. Coordination of Data Gathering and Quality Improvement Efforts.....	37
9. Clinical and Operational Benchmarking.....	38
10. Medical Research .....	39
11. Patient Satisfaction Program.....	39
12. Cardiac Arrest Performance Reporting System.....	39
13. Medical Reviews and Audits .....	39
14. Incident Review and Investigations.....	40
D. Personnel Standards.....	40
1. U.S. Government Excluded Parties List-System (EPLS) .....	40
2. Office of Inspector General (OIG)/Department of Health Care Services (DHCS).....	40
3. Credentials .....	40
4. Employee Records/Termination.....	41
5. Remediation .....	41
6. Paramedic Preceptors .....	41
7. EMT Training Programs .....	42
8. EMT Minimum Qualifications.....	42
9. Paramedic Minimum Qualifications.....	42
10. Entry Level Paramedic Training.....	42
11. Institute of Healthcare Improvement (IHI) Certificate of Patient Safety, Quality and Leadership .....	43
12. Company Orientation and On-Going Preparedness .....	43
13. Administrative Oversight and Field Supervision.....	43
14. Confidentiality and HIPAA .....	43
15. Assaultive Behavior Management Training.....	43



16. Preventative Health Care .....	43
17. Infection Control .....	44
18. Critical Incident Stress Debriefing (CISD).....	44
19. Joint Training .....	44
20. Clinical Education and Training.....	44
E. Vehicles and Equipment .....	44
1. Vehicles .....	44
2. Vehicle Marking.....	44
3. Vehicle Maintenance .....	45
4. General Equipment.....	45
5. Failure to Meet Minimum Ambulance In-Service Equipment Supply Requirements .....	45
6. Equipment Exchange and Replacement.....	45
F. Communications Equipment and Dispatch .....	46
1. Dispatch Center .....	46
2. Dispatcher Preparedness .....	46
3. Dispatch Evaluation .....	46
4. Ambulance Communication Equipment .....	46
5. AVL/Data Equipment Requirements.....	47
G. Disaster, Multi-casualty, Ambulance Mutual Aid Response, Standby .....	47
1. Multi-casualty/Disaster Response.....	47
2. Ambulance Service Assistance.....	48
3. Disaster Response Vehicle .....	49
H. Customer Service and Community Education.....	49
1. Community Education.....	49
2. Customer Satisfaction.....	49
I. Records, Reports, Audits, Inspections.....	50
1. Data and Reporting Requirements .....	50
2. Dispatch Computer .....	50
3. Records .....	50
4. Electronic Health Record (EHR) System.....	50
5. CCCEMSIS .....	51
6. Interim EHR Submission .....	51
7. Completed EHR Submission.....	51

8. Other Reports.....	51
J. Administrative Provisions.....	52
1. Compensation Related Provisions.....	52
2. Payment Provisions .....	52
3. Annual Performance Evaluation .....	52
4. Cooperation with Evolving System .....	52
5. Federal Healthcare Program Compliance Provisions.....	53
6. Medicare and Medicaid Compliance Program Requirements. ....	53
7. HIPAA, CAL HIPAA and HITECH Compliance Program Requirements.....	53
8. HIPAA, CAL HIPAA and HITECH violations .....	53
9. State Compliance Provisions .....	53
10. Performance Oversight and Monitoring.....	53
11. Observation of Operations. ....	53
12. Approval of Proposer Subcontracts.....	54
13. Billing/Collection Services.....	54
14. County Permit. ....	55
15. Proposer Obligation to Notify County.....	55
K. Special Conditions .....	55
1. Response Area Exclusivity.....	55
2. Air Ambulance Transport.....	55
3. No Advertising.....	55
4. Private Work.....	55
5. Breach of Contract.....	56
6. End Term Provisions.....	56
7. Transition Planning.....	56
8. Retention of Records.....	57
9. Termination.....	57
10. Hold Harmless/Defense/Indemnification.....	57
11. Insurance.....	58
12. Modifications and Amendments.....	58
Appendix 1 – Current Rates .....	59
Appendix 2 – Procurement Timeline.....	60
Appendix 3 – Mandatory Table of Contents .....	61

Appendix 4 – Required Forms..... 73

Appendix 5 – Penalties ..... 84

Appendix 6 – Emergency Response Zone Map ..... 87

Appendix 7 – High/Low Density Area Map ..... 88

Appendix 8 – Insurance Requirements..... 89

DRAFT

## Definitions

1. **"Advanced EMT" or "AEMT"** means a California certified emergency medical technician with additional training in limited advanced life support pursuant to Health and Safety Code section 1797 et seq.
2. **"Advanced Life Support" or "ALS"** means special services designed to provide definitive prehospital emergency medical care including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs, and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of the Base Hospital or utilizing approved prehospital treatment protocols or standing orders as part of the EMS System at the scene of an emergency, during transport to an acute care hospital or other approved facility, during inter-facility transfers, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency department or other medical staff of that hospital.
3. **"ALS Ambulance"** means an ambulance equipped, or arranged and staffed for the purpose of providing ALS care within the EOAs while under contract with the County.
4. **"Ambulance"** means any motor vehicle that meets the standards set forth in Title 13 of the California Code of Regulations, and which is specifically constructed, modified or equipped, or arranged, used, licensed, or operated for the purpose of transporting sick, injured, convalescent, infirmed, or otherwise incapacitated persons in need of medical care.
5. **"Ambulance Providers"** means those ambulance provider agencies issued a permit to operate in the County pursuant to Division 48 of the County Ordinance Code.
6. **"Ambulance Strike Team" or "AST"** means a team of five (5) staffed ambulances, a designated AST leader (herein, an "ASTL"), and an ASTL vehicle that is staffed by a qualified person trained to the standards set forth by local EMS policy and the EMSA guidelines.
7. **"Annual System Improvement and Enhancement Goals"** means those goals, mutually agreed upon by the parties, that contain the EMS System improvements and enhancements that are to be implemented by Proposer for the specified year.
8. **"Arrival on Scene Time"** has the meaning set forth in Section H(6)(c) below.
9. **"Base Hospital" or "BH"** means John Muir Medical Center, Walnut Creek campus, or other facility designated by LEMSA pursuant to Health and Safety Code section 1798.100.
10. **"Basic Life Support" or "BLS"** means emergency first aid and cardiopulmonary resuscitation medical care procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting proper application of cardiopulmonary resuscitation to maintain life without invasive techniques, unless authorized by state law or regulation, until the victim may be transported or until ALS medical care is available.
11. **"BLS Ambulance"** means an Ambulance equipped, or arranged, and staffed for the purpose of providing BLS care within the County.
12. **"CARES"** means Cardiac Arrest Registry to Enhance Survival
13. **"CCCEMSIS"** means the Contra Costa County Emergency Medical Services Information System as set forth in Section I.5.
14. **"Continuous Quality Improvement" or "CQI"** means the process of evaluating prehospital EMS and non-emergency transportation services to identify where personnel performance or the system itself can be improved, implementing potential improvements, and reevaluating and refining them in a continuous cycle. While quality assurance traditionally focuses on the detection of defects, CQI strives to prevent them.

15. **"County EMS System" or "EMS System"** means the specifically organized system of local EMS communications centers (law enforcement, fire, and ambulance), emergency ambulance providers, non-emergency ambulance providers, local fire agencies, air ambulance/rescue providers, local hospitals, local and state law enforcement agencies, EMS training programs, and EMS continuing education providers that provide the coordinated delivery of EMS services within the County.
16. **"County"** means Contra Costa County.
17. **"County Contract Administrator" or "Contract Manager"** means the LEMSA Director or designee.
18. **"County EMS Plan"** means a plan for the delivery of emergency medical services pursuant to Health and Safety code section 1797 et seq.
19. **"EHR"** has the meaning set forth in Section I(4) below.
20. **"EHR System"** has the meaning set forth in Section I(4) below.
21. **"Emergency Ambulance"** means an Ambulance authorized pursuant to Division 48 of the County Ordinance Code and operated by a LEMSA authorized emergency ambulance provider in an EOA as identified in the County EMS Plan.
22. **"Emergency Ambulance Services"** means Ambulance services provided at any LEMSA authorized level (ALS, critical care transport, or BLS) and provided in response to 9-1-1 and/or seven (7) digit or ten (10) digit requests for EMS through an authorized PSAP, or prehospital emergency calls received directly by Proposer, or response to mutual aid incidents within or outside the county at the request of the LEMSA.
23. **"Emergency Ambulance Transport"** means any Ambulance transport originating from a 9-1-1, seven (7) digit or ten (10) digit request for service through an authorized PSAP, or originating from prehospital emergency calls received directly by Proposer, or an Ambulance transport of a patient suffering a medical emergency from the prehospital environment to a LEMSA authorized acute care facility or any hospital emergency department.
24. **"Emergency Medical Dispatch Center"** means an emergency medical dispatch center that has been approved by the LEMSA for dispatching Ambulances under this Contract.
25. **"Emergency Medical Dispatch System"** means a system that enhances services provided by emergency medical dispatchers by allowing the call taker to quickly narrow down the caller's type of medical or trauma situation using nationally standardized medical triage, so as to better dispatch the appropriate level of emergency services and resources and that provides quality pre-arrival instructions to the caller before help arrives.
26. **"Emergency Medical Services" or "EMS"** means the services delivered through the EMS System in response to a medical emergency or request for ambulance service.
27. **"Emergency Response Area" or "ERA"** means ambulance emergency response areas established by LEMSA and delineated on the map entitled "Emergency Response Areas of Contra Costa County", as amended, which is on file in the office of LEMSA and the Clerk of the County Board of Supervisors
28. **"Emergency Response Zone" or "ERZ"** means those areas defined by the County EMS Plan that establishes an emergency response zone and which are set forth on Appendix 6 (Emergency Response Zone Map) as San Ramon.
29. **"EMS Quality Improvement Plan" or "EQIP"** means the EMS System-wide quality improvement plan and activities stated in the plan submitted by LEMSA and approved by the EMSA pursuant to California Code of Regulations, Title 22.
30. **"EMSA"** means the California Emergency Medical Services Authority.
31. **"EMT"** means a person certified to render BLS medical care pursuant to Health and Safety Code section 1797 et seq., and who meets the requirements of the LEMSA and the County Ordinance Code.

32. **"EOA"** means an exclusive operating area or subarea defined by the County EMS Plan where operations are restricted to one ( 1) or more Emergency Ambulance Service provider or providers of ALS services pursuant to Health and Safety Code section 1797.224.
33. **"IHI"** means the Institute of Healthcare Improvement.
34. **"Interim PCR" (or Abbreviated Patient Care Record)** means an abbreviated patient care report that is sufficient to allow the receiving hospital staff to provide patient care continuity and which documents, at a minimum, the patient name, date of birth, pre-hospital vital signs, applicable medical history, medications, allergies, and any field procedures performed by EMS prior to arrival at the hospital, which is left at the facility pending completion of the final EHR. It may not contain a narrative, billing information, or other information that may be required by NEMSIS.
35. **"KPI"** has the meaning set forth in Section IV.C.9 below.
36. **"LEMSA"** means the Contra Costa County Emergency Medical Services Agency which has primary responsibility for the administration of EMS within the county.
37. **"LEMSA Medical Director"** means the physician designated by the County to serve as the medical director of LEMSAs pursuant to Health and Safety Code section 1797.202.
38. **"Medical Health Operational Area Coordinator"** or **"MHOAC"** means the County health officer and the LEMSAs Director acting jointly as the Medical Health Operational Area Coordinator under California Health and Safety Code section 1797.153 as responsible for ensuring the development of a medical and health disaster plan for the Operational Area.
39. **"MCI"** means a medical emergency incident involving multiple or mass casualties which requires notifications as defined by the County's MCI plan.
40. **"Multi-patient event"** means an event involving multiple patients regardless of injuries that requires a multi-resource response.
41. **"Performance Report"** means a report to be generated by Proposer for LEMSAs on an annual or monthly basis that details Proposer's activities performed pursuant to this Contract and presents the performance metrics and compliance elements stipulated under this Contract in a format approved by LEMSAs.
42. **"Paramedic"** means a person licensed and accredited to render ALS medical care pursuant to Health and Safety Code section 1797 et seq.
43. **"PSAP"** means the public safety answering point where 9-1-1 calls are first received for a particular jurisdiction.
44. **"Response Time"** means the interval, in exact minutes and seconds, between the Time Call Received and either the Arrival on Scene Time, or the time of cancellation by an Emergency Medical Dispatch Center.
45. **"Response Time Standards"** has the meaning set forth in Section H(4).
46. **"Service Area"** has the meaning set forth in Section 0(1)(a) below.
47. **"Time Call Received"** has the meaning set forth in Section H(6)(b) below.

## Section I – System Design Summary

### Overview

Through this Request for Proposal (RFP), Contra Costa County is seeking the services of an ambulance provider to be the sole provider of paramedic-level emergency ground ambulance service throughout the designated Exclusive Operating Area (EOA). The designated EOA covers the area of unincorporated southern Contra Costa County and the communities of Alamo, Danville, San Ramon, Tassajara, Blackhawk, Morgan Territory and Diablo. Not included in the designated EOA for this procurement are the EOAs covering the territory of the Moraga-Orinda Fire Protection District, where paramedic ambulance services are provided by the fire district, and the remainder of Contra Costa County, where paramedic ambulance services are provided by Contra Costa County Fire Protection District.

Proposals submitted in accordance with this RFP will be evaluated based upon commitment and demonstrated ability to meet the performance standards set forth in the RFP and to sustain Contra Costa County's high performance Emergency Medical Service (EMS) system. While response times are an important measure of a high performance EMS system, clinical excellence and patient safety are a priority. The County's overarching goals in the conduct of the procurement process are to: (1) promote public health and safety by preventing the loss of life; (2) minimize patients pain; (3) reduce the costs associated with catastrophic injury or illness; and (4) community education and injury/illness prevention, and (5) ensure good value in return for the investments of the customer and the community. The successful proposer will demonstrate a commitment to quality factors, including clinical monitoring, progressive continuous clinical and operational training, team building, and quality assurance and improvement.

The successful proposer will be offered a contract with exclusive rights to provide emergency paramedic ground ambulance response within the designated EOA. The contract will be for a five (5) year term beginning at 12:01 a.m. on November 1, 2018 and terminating at midnight, October 31, 2023.

If, at the sole judgment and discretion of the EMS Agency, the Contractor is deemed to be substantially in compliance with the specifications defined in this RFP and the resulting Agreement, the Health Services Director may, after seeking a recommendation from the Board of Supervisors, grant an extension of the Agreement for up to five (5) additional years. The EMS Agency shall make the offer of extension by formal written notice to the Contractor at least eighteen (18) months prior to the scheduled end of the term of the agreement.

While it is the intent of the EMS Agency to have completed a competitive procurement for selecting the Contractor by the end of the term of the agreement or extension thereof, it is recognized that healthcare and EMS changes may require a redesign of the EMS System. In the event that circumstances beyond the control of the EMS Agency or the County require substantial changes to the system design that cannot be completed and implemented prior to the end of the term of the agreement, the EMS Agency will contact the California Emergency Medical Services Authority to request that this agreement be extended for a period sufficient to cover the re-design of the EMS system. Contractor will then be offered the opportunity

to extend this agreement for the approved period. These extensions, if granted will be exercised for only as long as necessary to complete system changes and only upon approval of the Board of Supervisors.

If the Contractor does not desire to continue providing services to the EMS Agency as stipulated in the agreement after the end of the Term or extensions thereof the Contractor must give notice of its intent not to extend the agreement at least seventeen (17) months prior to the scheduled end of the term of the agreement.

## Overview of EMS System Design

Contra Costa Health Services is the Local EMS Agency (LEMSA) for Contra Costa County as designated by the County Board of Supervisors pursuant to California statute. The EMS system is administered by the Contra Costa County EMS Agency, a division of the Health Services department. The County's Emergency Medical Care Committee, a Board-appointed committee comprised of both public members and representatives of organizations and professional groups with EMS interest, provides advice to the EMS Agency and to the Board on EMS matters.

Division 48 of the County Ordinance Code regulates both emergency and non-emergency ambulance and emergency medical services. Emergency ambulance service is further regulated through exclusive operating agreements in each of the County's three (3) EOA's. First responder services are provided by six (6) fire districts and three (3) municipal fire departments. Most first responder services are provided at the paramedic level in accordance with County first responder agreements. Eight (8) hospitals within the county are licensed to provide Basic Emergency Services. John Muir Medical Center in Walnut Creek is a County-designated Level II Trauma Center. The County has also designated five (5) ST-elevation myocardial infarction (STEMI) receiving centers and six (6) stroke receiving centers. Two (2) air ambulances (CALSTAR and REACH) are based in Contra Costa County.

Requests for assistance to medical emergencies typically are made through the 9-1-1 system. These calls are answered at a primary Public Safety Answering Point (PSAP) and, when identified as involving a medical emergency, transferred to one of three County-designated fire/medical dispatch centers located at San Ramon Valley Fire Protection District (serving San Ramon Valley Fire), Richmond Police (serving Richmond and El Cerrito Fire Departments), and Contra Costa County Fire Protection District (serving Contra Costa County Fire, East Contra Costa County Fire, Rodeo-Hercules Fire, Pinole Fire, Crockett-Carquinez Fire, and Moraga-Orinda Fire). Personnel at the fire/medical dispatch centers identify the caller's needs in accordance with EMS priority dispatch protocols, dispatch and/or request appropriate EMS resources, and provide pre-arrival instructions when appropriate. For the area covered by this RFP, dispatch information, including the ambulance request, is provided by the San Ramon Valley 9-1-1 Communications Center and the PSAP for the City of San Ramon.

The initial response to a potentially life threatening incident includes both a first response unit and a paramedic-staffed ambulance. Currently, fire first response is at the paramedic level throughout the EOA.

Emergency ambulance service is currently provided by the County's three (3) emergency ambulance contractors; San Ramon Valley Fire Protection District in the areas covered by this RFP and by Moraga-Orinda Fire Protection District in their respective districts. Contra Costa County Fire Protection District



currently covers the remaining approximately ninety percent (90%) of the county in a sub-contracting relationship with American Medical Response. All ambulances responding on emergency calls are required to have one paramedic and one EMT as minimum staffing. Ambulances may be dispatched Priority One (red lights and siren) or Priority Three (immediate response without red lights or siren) depending on the priority assigned by the fire/medical dispatch center.

The designated EOA is considered one (1) Emergency Response Zone (ERZ) for calculation of ambulance response times and penalties.

Patient treatment and transport are carried out under State laws and regulations, as well as County EMS Agency policies and treatment guidelines. These policies may include, in the case of paramedics, making contact with a mobile intensive care nurse (MICN) or physician at the designated Base Hospital to obtain prehospital direction in management of the patient and trauma destination decisions. Patients are transported to appropriate receiving facilities that have been approved or authorized by the LEMSA. Hospital destination is based upon patient preference and County EMS policies. Critical patients are typically transported to a nearby emergency department or to a specialty care center (i.e., trauma, STEMI, stroke, etc.), as appropriate. Non-critical patients may be transported to hospitals of choice within reasonable travel time. Note that County EMS policies may require transport of certain patients to out-of-county specialty centers or hospital emergency departments. Air ambulance service is available to transport critical patients when ground ambulance transport time would be excessive and the patient meets air ambulance transport criteria as established by the LEMSA.

As a part of the STEMI Receiving Center system, the County, in 2011, began implementation of 12-Lead ECG transmission from the field to STEMI receiving hospitals. The ambulance proposer will be responsible for the continued support of this system.

Further information regarding Contra Costa's EMS system can be found in the Contra Costa County Emergency Medical Services Agency's "2015 Annual Program Report" and in the "Emergency Medical Services System Plan" approved by the Emergency Medical Care Committee and adopted by the Board. Both of these documents are available at the Emergency Medical Services Agency and on the County EMS website at <http://www.cccems.org>.

## **Relevant Information Regarding Service Areas**

The County specifically makes no promises or guarantees concerning the number of emergency and non-emergency calls or transports, quantities of patients, or distance of transports that are associated with this procurement. Every effort has been made to provide accurate information, but the Proposers are to use their professional judgment and expertise to develop their economic and operational plans and proposals.

## **Historical Service Volume**

The call and transport volumes for the EOA covered by the RFP are included in the EMS Agency's Annual Report. This can be found at <http://www.cccems.org>.

## **Current Approved Ambulance Service Rates**

The current approved ambulance service rates are included in Appendix 1.

## Section II – Procurement Information

### Performance-Based Contract

The result of the procurement will be an award of a performance-based contract. The resulting agreement will require the highest levels of performance and reliability, and the demonstration of effort, even diligent and well-intended effort, will not replace demonstrated performance results. Failure to perform will result in financial penalties and may cause the replacement of the Proposer.

The essential areas where performance must be achieved include:

- Ambulance response times
- Ambulance equipment and supply requirements
- Ambulance staffing levels including personnel with current and appropriate levels of certification/licensure
- Clinical performance consistent with approved medical standards, treatment guidelines and administrative policies
- Management and field supervision, both operational and clinical
- On-going progressive prehospital clinical training
- 100% audits of low-frequency, high risk emergency medical procedures
- Responsive reporting that is timely and accurate
- Community education and prevention activities
- Cooperation and participation with bi-directional data activities
- Customer and community satisfaction with the services provided

The resulting agreement is not a level-of-effort contract. In accepting the Proposer's offer, the County accepts the Proposer's promise to employ whatever level of effort is necessary to achieve the requirements and specifications set forth by this RFP and the resulting Contract. In accepting the Proposer's offer, the Proposer shall agree to any promises or representations made in the Proposer's offer in addition to any other terms as may be set forth in the resulting Contract.

### Notice to Proposers

This RFP does not commit Contra Costa County to award a contract, to pay costs incurred in the preparation of a Proposal responding to this request, or to procure a contract for service. County reserves the right to accept or reject any or all Proposals received as a result of this request, to negotiate with qualified Proposers the restructuring of system design elements, or to cancel in part or in its entirety the RFP if it is in the best interests of the County to do so. The County may also require the Proposer selected to participate in negotiations concerning contract price, nature, extent and details of services to be provided. Although cost to the County and cost to the consumer will be considered as part of the Proposal, this procurement is **not** a low bid process. The contract, if awarded, will be negotiated with the Proposer who can best meet the County's needs as identified in this RFP.

## Use of Own Expertise and Judgment

Each Proposer is specifically advised to use its own best expertise and judgment in deciding on the methods to be employed to achieve and maintain the performance required under the resulting Contract. By "methods" the County means compensation programs, shift schedules, personnel policies, asset acquisition, supervisory structure, deployment plans, and other business matters that comprise the organization's strategies and activities.

The County specifically makes no promises or guarantees concerning the number of calls or transports, quantities of patients, or distance of transports that will be associated with this procurement.

## Procurement Process

### Pre-Bid Process

Questions regarding, or suggested changes to, the RFP should be submitted in writing to:

Patricia Frost  
EMS Director  
Contra Costa County EMS Agency  
1340 Arnold Drive, Suite 126  
Martinez, CA 94553  
Email: Patricia.Frost@hsd.cccounty.us

This material will be accepted prior to the Proposers' Conference, but no later than 4:00 p.m. Pacific Standard Time on the date specified in the Procurement Time Line (see Appendix 2).

### Mandatory Proposers' Conference

A Proposers' conference will be held on the date identified in the Procurement Time Line to allow County staff to discuss all relevant issues associated with the RFP and to permit Proposers an opportunity to ask questions. Each Proposer will be limited to not more than four (4) representatives in attendance. Proposers shall submit, in writing, any questions about the RFP that they would like answered at the Proposers' Conference no later than three (3) working days before the conference. This will allow for a more thorough response.

The Proposers' Conference may be taped and answers to questions will be posted to the LEMSA website following the conference. Oral answers at the conference will not be binding on the LEMSA. Any changes or clarifications to the RFP made following the Proposers' Conference will be distributed to all potential Proposers who attend the Proposer's Conference and will be posted on the LEMSA website. **Please note:** The Proposers' conference is mandatory.

### Proposal Submission

One (1) original and five (5) copies of Proposals shall be submitted by 4:00 p.m., Pacific Standard Time (PST) on the date specified in the Procurement Time Line (the Deadline). An electronic storage device, containing the Proposal and attachments in PDF format shall accompany each Proposal. Any Proposals

received after the deadline will not be considered. No Proposal may be withdrawn for a period of ninety (90) days after the scheduled deadline for receipt of the Proposals.

Proposals shall be sealed when submitted. The outside of the container and each Proposal shall be labeled "Exclusive Operator for Emergency Ambulance Proposal for Contra Costa County, California" and the Proposer's name.

Proposals shall be delivered to:

Contra Costa Health Services  
Emergency Medical Services Agency  
1340 Arnold Drive, Suite 126  
Martinez, CA 94553  
Attention: Patricia Frost

### **Public Proposal Opening**

All proposals received prior to the Deadline shall be marked with a proposal number (EMS-1, EMS-2, etc.), the date and time of receipt and shall be kept unopened and secured in a locked area. Proposals will be publicly opened at the EMS Agency offices at the date and time specified in the Procurement Timeline. The name of each Proposer will be recorded and read aloud to the persons present. The contents of the Proposals shall not be reviewed or disclosed at the public opening. Proposals will be posted on the EMS Agency website within two (2) business days of opening.

### **Additional Proposer Responsibilities**

Proposers may be requested to provide additional information, documentation or a formal oral presentation to the Proposal Review Panel. Such requests shall be fulfilled by the Proposer or the Proposal may be rejected.

## **Proposal Instructions**

### **Proposal Format**

It is the intent of the County to ensure that all Proposals be concise and directly respond to the required information in this RFP. In order to facilitate the evaluation process, Proposals shall be limited in size. The following requirements shall be adhered to:

The entire Proposal and exhibits shall be contained within two (2) 2" three ring binders. One binder shall contain the narrative and the second the exhibits. Only those items specifically identified in the RFP may be excepted from these restrictions.

The narrative portion shall adhere to the following specifications:

- Arial or Times New Roman font, no less than twelve (12) point
- Line spacing no smaller than 1 ½ lines
- Single sided page printing
- Standard 8 ½" by 11" paper

- Pages must be numbered sequentially
- Pages are limited to 250 pages per binder, excluding title page, table of contents and dividers

The exhibits shall be inserted in the second binder. Each exhibit shall be labeled and referenced in the narrative.

### **Mandatory Table of Contents**

The Proposal Narrative shall respond to each topic listed in the Mandatory Table of Contents (see Appendix 3) in the exact sequence that the topics appear in the Mandatory Table of Contents. The Proposal must utilize the stipulated section and heading titles and numbering set forth in the Mandatory Table of Contents. The response to each item must contain all of the information that the Proposer is providing with respect to that topic. The response may incorporate by reference, information contained in the Proposal Exhibits, but may not incorporate by reference any information contained in other portions of the Proposal Narrative. With the exception of information appearing in a Proposal Exhibit that is expressly referenced in a response, information not set forth in the portion of the Proposal Narrative clearly identified as responding to a specific topic on the Mandatory Table of Contents may be disregarded in the rating of the Proposal. Reviewers may disregard information submitted in the Proposal if it is not included in the mandated location defined by the Mandatory Table of Contents.

### **Required Proposal Sections**

The Proposal Narrative shall be divided into the following four (4) sections:

- |             |  |
|-------------|--|
| Section I   | Executive Summary.   |
| Section II  | Required Forms as specified in Appendix 4 of this RFP  |
| Section III | Proposer's demonstration of the appropriate credentials and ability to meet the minimum qualifications set forth in Section III of this RFP  |
| Section IV  | Proposer's response to the basic performance and operational requirements set forth in Section IV of this RFP (the Core Requirements). Failure to commit to each of the Core Requirements may result in the Proposal being disqualified and deemed unresponsive. |

Proposals shall provide all information requested in this RFP in the order that it is requested. Performance standards for emergency ambulance service are identified in multiple sections of this RFP and shall be addressed in the manner stipulated for each standard. Proposers may elect to use reference "exhibits" or "attachments" in the Proposal Narratives to provide additional detail.

## **Proposal Evaluation Process**

### **Proposal Review Board**

The procurement process will be conducted by the LEMSA. A multi-disciplinary, independent Proposal Review Panel (Panel) will be designated by the Health Services Director to evaluate and rank all Proposals received in response to this RFP. Meetings of the Panel will be closed to the public. Rankings and recommendations will be submitted to the Health Services Director. The Health Services Director may consider any other pertinent information before making his recommendation to the Board.

The Panel is expected to consist of two (2) independent EMS professionals and one (1) independent resident of the EOA. All reviewers shall be appointed by the Health Services Director.

To assure a fair process for all Proposers, review panel members will be asked to avoid discussing any proposals or the RFP process with any Proposer. Until the outcome of the deliberations of the Panel has been submitted to the Health Services Director, Proposers shall avoid any communications regarding proposals or the RFP process with any member of the Panel, observers, Board of Supervisors, LEMSA or County staff outside of the formal procurement process during the period commencing with the release of the RFP until either the expiration of the protest period or the resolution of any protest that may be filed. The names of the Panel members will not be disclosed prior to the RFP submission deadline. If it is determined that Proposer participation in such communications has occurred, Proposer's proposal may be disqualified.

### Proposal Review Process

The review of the proposals will determine whether the Proposers meet minimum requirements and qualifications, verify that the Proposers agree to meet all of the Core Requirements, and score each of the sections of the proposal resulting in points being assigned to each proposal.

The Review Process includes the following steps.

- 1) The Panel will review the documentation provided in each proposal to determine if the Proposer meets the Minimum Qualifications. Each criterion will be scored on a pass/fail basis. If the Reviewers identify a proposal that does not meet the Minimum Qualifications, the proposal or proposals not meeting all Minimum Qualifications will be referred to the LEMSA. The LEMSA will make a recommendation to the Health Services Director for final determination. Proposals that, in the judgment of the Health Services Director, do not meet the minimum requirements for experience, qualifications, and financial capabilities will be considered unresponsive and disqualified.
- 2) The Panel will then review the documentation in the proposals related to the Core Requirements. **The proposals must include an affirmative statement agreeing to each Core Requirement without qualification or agreeing to each Core Requirement with proposed enhancements.** If any Proposer fails to include affirmative agreement to the Core Requirements or with the minimum requirements listed in Section III (the Minimum Qualifications), the Panel will refer the nonconforming proposal or proposals to the LEMSA. The LEMSA will confer with the Health Services Director and the Health Services Director will make a final determination. If the exceptions to the Core Requirements and Minimum Requirements in the proposal(s) are deemed material in the sole opinion of the Health Services Director, the proposal will be considered unresponsive and disqualified. If the exceptions are not deemed material, the Health Services Director may waive the irregularity and allow the proposal review to continue or may request additional information from the Proposer to resolve the exception.
- 3) The Panel will then evaluate, compare, and score Proposer's enhancements to the Core Requirements.
- 4) After completion of the Panel's review and scoring of the Proposals, the points will be calculated and the results of the review presented to the LEMSA for consideration.

The responses to the enhancements of the Core Requirements set forth in the Proposals shall be reviewed and rated as follows:

- Each member of the Review Panel shall read each Proposal prior to the convening of the panel.
- The Review Panel will convene and be provided with an overview of the review and rating process.
- The information provided to document the Minimum Qualifications will be reviewed and scored as either pass or fail.
- The responses to the Core Requirements and Minimum Requirements will be reviewed to confirm an affirmative and unqualified acceptance of the basic provisions.
- Each criterion of the Core Requirements will be evaluated separately (e.g. Clinical Offerings, Operational Proposals, etc.). After a full discussion is completed for a specific Core Requirement, each Review Panel member will complete the individual ranking sheet for that Core Requirement using the scoring guidelines set forth below.
- The ranking sheet completed by each reviewer will be collected and the ratings entered into the master score sheet that will be used to calculate the total points awarded to each Proposal.
- The scores applicable to pricing will be calculated by LEMSA staff and combined with the scores resulting from the panel's review.
- Subsequent to the Proposers' presentations (if any), to the Panel, the Panel will reconvene and each Reviewer will be allowed to view and modify any scores awarded to a Proposal if he or she believes that information presented or answers received in response to Panel member inquiries would, in the Reviewer's sole opinion, justify a scoring change for specific criteria.
- After the Panel has completed the review of all Proposals, the scores of the reviewers will be averaged to determine the total points awarded to each Proposal for the Core Requirements.
- The results of the Review Panel will be forwarded to the Health Services Director.
- The Health Services Director will, after consideration of the Panel rankings and scores and any other relevant factors, make his or her recommendation to the Board. The Health Services Director shall identify to the Board, as the tentative awardee, the proposal receiving the highest score from the Panel unless the Health Services Director: (i) identifies a material procedural error in the procurement process; (ii) determines that the procurement process has failed to achieve the LEMSA's goals as set forth in this RFP; or (iii) subsequent investigation of the proposer receiving the highest score reveals material information for the Health Services Director to reasonably conclude that the recommendation would not be in the best interests of Contra Costa County and its residents. . In the event of any such exception, the Health Services Director shall set forth in writing the basis for his or her tentative decision.
- The final decision regarding an award shall rest with the Board.

EMS Agency staff shall serve as staff to the Review Panel, but shall not participate in the scoring of proposals.

### **Post Submission Presentation**

Any Proposer may be asked to meet with the Panel to provide additional information, provide a formal presentation, and answer questions.



## Investigation

Upon completion of Panel evaluations, County staff may undertake additional investigation to verify claims made by the recommended Proposer during the Proposal evaluation process. Such additional investigation may involve site visits, reference checks, financial inquiry or any other reasonable means of determining the accuracy and completeness of information supplied by the Proposer.

Prospective Proposers are advised that County reserves the right to continue its investigation of claims after contract award and throughout the term of the contract, and that the furnishing of false or misleading information during the bid process may constitute a major breach of contract even if discovered after contract award.

## Notification

Proposers will be notified of the scoring of all proposals following completion of the proposal review process. Notification will be by electronic mail to the address listed in the proposal.

## Protest

Non-successful Proposers shall have the right to file a protest of the scoring of the Panel. Any such protest must be made in writing to the Health Services Director, within five (5) business days following the above notification. A Proposer filing a Protest (Protester) must follow the procedures set forth herein. Protests that do not follow these procedures shall not be considered. Notwithstanding any other protest or appeal procedures, the protest procedures herein constitute the sole administrative remedy available to the Protesters under this RFP. Only entities which were non-successful Proposers shall have standing to file Protests. Any Protest not filed and received by the Health Services Director within the five day period shall be conclusively deemed waived.

### a) Filing a Protest

The Protest of the Notice of Intent to Award must be in writing. The written Protest must be hand delivered, electronically transmitted, or mailed to:

Patricia Frost, EMS Director  
Contra Costa County EMS Agency  
1340 Arnold Drive, Suite 126  
Martinez, CA 94553  
Email: [Patricia.Frost@hsd.cccounty.us](mailto:Patricia.Frost@hsd.cccounty.us)

Protests will be considered filed when they have been received at the above address. Upon the filing of any protest, the full contents of the protest will promptly be made available to all proposers by LEMSA staff.

### b) Contents of Protest

The written Protest must contain the following information: 1) the name, street address, electronic mail address, and telephone number of the Protester; 2) signature of the Protester or its authorized



representative; 3) grounds for the Protest; 4) copies of any relevant documents; 5) the form of relief requested; and 6) the method by which the Protester would like to receive the initial written Protest decision. The written Protest must clearly state the grounds for the Protest. Protests should be concise and logically arranged.

c) Grounds for Protest

Protests shall be based only on the following grounds: The Protester believes that its proposal should have been selected had the LEMSA followed the procedures and adhered to requirements set forth in the RFP.

d) Protest Resolution Process

(1) Informal Meeting with Health Services Director

The initial review of any protest will be conducted by the Health Services Director. Upon receipt of the Protest, the Health Services Director will schedule, at the earliest possible convenience, meeting(s) between the Protester and appropriate county staff to clarify the issues and/or attempt to seek informal resolution. The Health Services Director will notify the protesting party and all Proposers of his or her decision in writing. The decision of the Health Services Director is final.

2) Stay of Procurement Action During a Protest

A final award shall not be made while a Protest is pending. However, LEMSA staff may otherwise proceed with developing the contract provided for in this RFP; subject to the resolution of any Protest. Once the Health Services Director has issued his/her decision on the Protest, if the Protest is denied the procurement process may proceed as though no Protest was filed. In addition, in the event that a Protest substantially delays this procurement process, the LEMSA may, in its discretion, engage in contracting activities for interim ambulance service until the procurement process can move forward and a permanent Agreement can become effective.

## Award

The final decision on contract award will be made by the Board following a recommendation from the Health Services Director. If, for any reason the selected proposer is unable to enter into a contract with the County in a timely manner in accordance with the time interval identified in the RFP for contract negotiation, the Health Service Director may recommend selection of an alternate proposal to the Board.

## Required Bond

The successful Proposer will be required to sign a contract with County according to the time schedule identified in the RFP or post a \$100,000 bid bond by that date, if negotiations have not been completed. The bid bond requirement will not apply to public safety agencies.

## Required Emergency Ambulance Permit

Contra Costa County has an Ambulance Services Ordinance that governs ambulance services within the County. Pursuant to the Ambulance Services Ordinance, an ambulance company providing emergency

and/or non-emergency ambulance services must obtain, and maintain for the duration of the contract, the appropriate Ambulance Service Permit.

The Contra Costa County Ambulance Services Ordinance and application forms are available on the EMS Agency website at <http://www.cccems.org>, or at the LEMSA.

### Scoring Criteria

It is the County's specific intent that proposals be judged on the basis of clinical and operational quality of service as well as exhibiting a sound and sustainable business plan. Therefore, the County's scoring methodology includes the opportunity for points to be awarded to those Proposers whose service quality is independently judged on an objective basis to be clearly superior and to be financially sound.

Each section of all Proposals will be scored after discussions of the Core Requirements and the Proposers' proposed enhancements to those requirements prior to the scoring of the next section.

The best Proposer's response for a particular section will receive the total points available for that section. The reviewers will then rate the other Proposals, based on their evaluation of the offerings, and assign an equal or lesser score for the section. For example, Proposer # 1 offers to exceed the minimum performance standards for a particular section and Proposer # 2 offers to meet the standards. Proposer # 1 would receive the total points available for the section and Proposer # 2 would receive a lesser number of points based on the Reviewer's judgment of how the Proposals compare.

Examples of areas for which the Proposer might offer enhancements and proposals to exceed minimum requirements may include, but are not limited to the following:

1. Response time/performance standards
2. Level of clinical sophistication
3. Dispatch and communications systems
4. Technology commitment
5. Type of vehicles
6. Compensation package and working conditions
7. Commitment to advancing EMS System
8. Community outreach and education that includes injury and illness prevention

### Scoring Matrix

The matrix that will be used in the Proposal review process is defined below. The total points that can be awarded for each area are identified.

Section	Section Title	Total Points
III	Minimum Qualifications	Pass/Fail
IV.A	Service Activities	200
IV.B	Performance Standards	250

IV.C	Clinical and CQI Standards	300
IV.D	Personnel Standards	250
IV.E	Vehicles and Equipment	200
IV.F	Communications Equipment and Dispatch	200
IV.G	Disaster, Multi-casualty, Mutual Aid Response, Standby	100
IV.H	Community Service and Community Education	100
IV.I	Records, Reports, Audits, Inspections	300
IV.J	Administrative Provisions	200
IV.K	Special Conditions	Pass/Fail
	Patient Charges	100
	<b>TOTAL POSSIBLE POINTS</b>	<b>2200</b>

## Section III – Minimum Qualifications

### A. Organizational Disclosures

The Proposer must be a single legally established entity, but there are no preclusions of multiple organizations forming an entity to respond to this RFP. If such a “joint venture” is proposing on this RFP, questions regarding experience, organizational structure, financial strength, and other items in this RFP must be answered for each member of the “joint venture.” The Proposer must provide the following information about its organization, experience, litigation, licenses, investigations, and other items:

#### 1. Organizational ownership and legal structure

The Proposer shall describe its legal structure including type of organization, its date, and state of formation.

#### 2. Financial Strength and Stability

The Proposer shall include audited financial statements certified by an independent Certified Public Accounting firm for the most recent fiscal year, in addition to any other documentation necessary to support the Proposer’s financial stability and ability to comply with the requirements of this proposal. At a minimum, the statements shall include the Proposer’s estimated net worth and the form of net worth (liquid and non-liquid assets).

Proposer shall also document the estimated amount of working capital that will be committed to the startup of the contract if awarded, including the source of those funds. All endorsement documents must be provided if capital is borrowed.

### **3. Continuity of business**

The Proposer shall provide the organization's background and number of years under present business name, as well as prior business names.

### **4. Licenses and permits**

The Proposer shall provide copies of business or professional licenses, permits or certificates required by the nature of the contract work to be performed. If Proposer does not have a local operation, examples of state licenses, and local permits for other operational locations may be submitted to fulfill this requirement.

### **5. Government investigations**

The Proposer shall provide a listing of all federal, state, or local government regulatory investigations, findings, actions or complaints and their respective resolutions for the Proposer's organization and any parent or affiliated organization within the last three (3) years. THIS ITEM MAY BE SUBMITTED SEPARATELY IN AN ELECTRONIC FORMAT ON A USB DRIVE and will not count against the limits on Proposal length set forth in Section II – *Proposal Format*.

Proposer must provide documentation that it has resolved all issues arising from government investigations including any continued obligations of the Proposer or describe status and expected outcome of open investigations.

### **6. Litigation**

The Proposer shall provide a listing of all resolved or ongoing litigation involving the Proposer's organization including resolution or status for the last five (5) years. This listing shall include litigation brought against the Proposer's organization or affiliated organization and any litigation initiated by the Proposer's organization or affiliated organization against any governmental entity or competing ambulance service. THIS ITEM MAY BE SUBMITTED SEPARATELY IN AN ELECTRONIC FORMAT ON A USB DRIVE and will not count against the limits on Proposal length set forth in Section II – *Proposal Format*.

Proposer must provide documentation that it has resolved all issues arising from litigation or describe status of open litigation.

### **7. Performance Security Provision in Contract**

The Proposer must specify the type of performance security they will provide the County. Performance security in the amount of \$5,000,000 must be provided to the County to ensure continued delivery of services should the LEMSA be required to takeover delivery of Ambulance Services in the event of a breach of contract. Performance security can take one (1) of three (3) forms: (a) cash, (b) letter of credit, or (c) performance bond. The parties shall incorporate a provision in the final contract between the Proposer and County which states that because it will be impracticable to determine the actual damages in the event of proposer's breach, that the \$5,000,000 is a reasonable estimate of total liquidated damages to be incurred by the County in the event of a breach and are not a penalty.

## **B. Experience as Sole Provider**

The Proposer must demonstrate its experience as a sole provider of paramedic emergency ambulance services for a specified area comparable in size and population to the Exclusive Operating Area defined in

this RFP. A population greater than 150,000 in a service area is acceptable as a comparable service area. Documentation shall include:

#### **1. Comparable experience**

The Proposer must document the areas in which it has provided comparable services (as described above) in the past five (5) years, the locations of these services, population, description of services and a jurisdictional contact. This documentation shall include a letter from a government official confirming the ability to provide exclusive emergency paramedic ALS ambulance service and the length of time such services have been provided. Proposer shall document that it currently provides comparable services for a minimum of three (3) consecutive years. Letters and documentation of sole provider status are limited to three (3) jurisdictions.

#### **2. Government contracts**

The Proposer shall provide a list of exclusive service area emergency ambulance service contracts completed or ongoing during the last five (5) years including the term or date of termination of the agreement, the services provided, the dollar amount of the agreement and the contracting entity.

#### **3. Contract Compliance**

The Proposer shall detail any occurrence of its failure or refusal to complete a contract with a governmental entity for which the Proposer was providing emergency ambulance services. This shall specifically state whether the Proposer or affiliated organization was found in material breach of the contract and the reasons why the contract was terminated. If the Proposer has been found in material breach of a governmental contract or if the Proposer “walked away” from its obligations under a governmental contract within the last five (5) years, the Proposal may be rejected as not complying with Minimum Qualifications.

### **C. Demonstrated Response Time Performance**

The Proposer must provide documentation of its demonstrated ability to meet response time requirements similar to those required in this RFP.

Documentation may include reports provided to government oversight entities and letters confirming compliance with mandated response times. Internal reports with adequate supporting documentation of the methodology used to create the reports may also be submitted.

If the Proposing organization does not have mandated response times in its exclusive emergency ambulance service area, the Proposer must submit adequate documentation of plans, procedures, and deployment strategies to demonstrate the organization has the knowledge and expertise to comply with mandated response times.

### **D. Demonstrated High Level Clinical Care**

The Proposer must provide documentation of its demonstrated ability to provide high-level clinical care.

Documentation may include descriptions of clinical sophistication and high levels of performance in systems in which it operates. The organization should describe how it ensures consistent, high quality clinical care and how it is able to verify and document its clinical competency and performance

improvement activities. This should include clinical protocol compliance, skills verification, training methodology and minimum commitments per provider including systematic assessment of EMS core performance metrics, defined local indicators/benchmarks and clinical guidelines as defined by the Local EMS Agency, California EMS Authority and National Association of EMS Officials.

## **Section IV – Core Requirements**

### **A. Service Activities**

#### **1. Scope of Service**

Proposer agrees to provide emergency ambulance services as requested by County's designated public safety dispatch center(s), in County-specified Emergency Operations Area (Service Area) delineated in the current copy of the map entitled "Emergency Operations Areas of Contra County", as amended, which is on file in the office of the Emergency Medical Service Agency. Such services shall be provided in accordance with the requirements of Health and Safety Code Sections 1797 et seq., Division 48 of the Contra Costa County Ordinance Code, and all regulations promulgated thereunder, and in accordance with any amendments or revisions thereof. Such services shall be provided until patient care is assumed by receiving facility personnel, or until the patient has refused medical care or ambulance transportation. In performing services hereunder, Proposer shall work cooperatively with County's Health Services Director or his designee, the Emergency Medical Services Agency Director (also referred to herein as "Contract Administrator"). All references to the Contract Administrator herein shall be construed to also include the EMS Director and/or any other LEMSA employee or representative that the EMS Director may designate.

#### **2. Advanced Life Support (ALS) Mandate.**

Proposer agrees to place an ALS ambulance on scene for every request for Emergency Ambulance Services, without interruption, twenty-four (24) hours per day, for the full term described in this RFP, unless otherwise authorized by LEMSA through an approved Emergency Medical Dispatch Center and resource response program that dictates the level and priority of ambulance response. The foregoing ALS mandate may be suspended by LEMSA either directly or by policy/protocol during an MCI or disaster response. Services provided by Proposer shall be provided without regard to the patient's race, color, national origin, religious affiliation, age, sex, sexual orientation, sexual identity, or ability to pay.

#### **3. Integration and Collaboration with the EMS System.**

Proposer agrees to work collaboratively with LEMSA, PSAPs, public safety partners, other permitted Ambulance Providers, hospitals and communities in an effort to provide an integrated and coordinated system of readiness, emergency medical response, transport and continuity of patient care. This includes requests from or approved through LEMSA for: mutual and automatic aid; community education and injury prevention campaigns; work on critical infrastructure; participation in planning activities; support for committees, joint training programs, drills, educational events and conferences; research projects; bi-directional exchange projects; systems of care quality improvement (Stroke, STEMI, Trauma, Cardiac Arrest, etc); preparing grant or funding applications; supplying clinical and patient data; supplying clinical reports and performance data, collaboration with other EMS providers and hospitals and continuous QI initiatives.

- 1) LEMSA agrees to cause Proposer, as an essential EMS System services provider, to be designated as a ground ALS Emergency Ambulance Service provider under the County's EMS Plan.
- 2) Proposer agrees to provide community service, outreach and education as outlined within Section H (Customer Service and Community Education) below.
- 3) Proposer agrees to assist other ambulance service providers within the County and provide mutual aid inside and outside Service Area as requested by LEMSA.
- 4) Proposer agrees that automatic aid and mutual aid policies, protocols and operational procedures for deploying and receiving Ambulance resources from within or outside the Service Area are subject to approval by LEMSA.

#### **4. Local Infrastructure**

- 1) Proposer agrees to provide all necessary operational, clinical, data and support service infrastructure within the County to perform the services required under this RFP.
- 2) Proposer agrees to maintain a communications center located within the County for the system status management and dispatch of ALS Emergency Ambulance Services. Proposer's communications center shall utilize a radio and data communications plan approved by County, which digitally integrates Proposer communications and computer aided dispatch (CAD) systems with EMS response partners identified by County in the EMS Plan. The radio and data communications plan shall contain provisions for redundancy to maintain Proposer operations in the event of primary communications systems failure due to any cause.
- 3) Proposer agrees to utilize the Electronic Health Record (EHR) platform capable of bi-directional exchange as specified by County. If an EHR platform has not been specified by County, Proposer agrees to utilize and/or provide a single EHR platform that supports bi-directional exchange and electronically integrates with the fire first responder EHR platform.

#### **5. Compliance with LEMSA Treatment Guidelines, Administrative Policies, Procedures and Applicable Laws.**

Proposer agrees to comply with LEMSA treatment guidelines, administrative policies, procedures, performance standards, and with applicable laws in the provision of all services required by this RFP. Proposer shall provide continuous training to its certified or licensed personnel so as to remain clinically sound as well as proficient in LEMSA protocols, treatment guidelines, policies, procedures and applicable laws.

#### **6. Disaster Assistance and Response**

Proposer agrees to be actively involved in planning for, exercising with and responding to multi-casualty incidents (MCIs), multi-patient events, and disasters in the County. Proposer will implement its medical surge plan and deploy ASTs and disaster response efforts as requested by LEMSA or the Medical Health Operational Area Coordinator (MHOAC). Once an emergency operations plan is activated by the MHOAC in response to a disaster, all Proposer resources and mission tasking shall be coordinated through the MHOAC in support of the emergency operations plan.

- 1) Proposer agrees to designate an individual who will have primary responsibility for disaster preparedness and planning coordination. This individual shall be the primary point of contact between Proposer and LEMSA during the performance of an emergency operations plan and for all disaster preparedness and planning coordination. Proposer's disaster coordinator shall attend training courses,



meetings, and drills as requested by LEMSA, and. support the MHOAC to provide adequate ambulance resources during MCIs, multi-patient events and disasters.

## **7. Work and Services**

Proposer agrees to comply with all applicable state and local laws and regulations, and LEMSA administrative policies, treatment guidelines, procedures and protocols.

## **B. Performance Standards**

### **1. Staffing**

Proposer agrees to send an ALS ambulance staffed with a minimum of one (1) paramedic and one (1) EMT to all requests for emergency ambulance service. Proposer shall send two (2) paramedics to the scene whenever required by County dispatch protocols. The Paramedic shall be the caregiver with ultimate responsibility for all patients. A paramedic shall be the primary caregiver for all patients, and shall accompany patients in the back of the ambulance in accordance with current EMS policy.

Proposer may send BLS Ambulance units staffed with two (2) EMT's to service requests for multi-unit responses and to any calls in which an Emergency Medical Dispatch Center determines that a BLS Ambulance response is appropriate according to emergency medical dispatch protocols and policies approved by LEMSA.

### **2. Response Time Performance Standards**

Proposer agrees that emergency ambulance response time on requests for emergency medical service originating from within the service area shall meet the following standards, hereinafter "Response Time Standards" as measured within any calendar month:

- 1) Priority 1 - Potentially Life Threatening Emergency Response. When contacted by a County designated Public Safety Dispatch Center, Proposer agrees to respond paramedic ambulances to at least 90% of potentially life threatening emergency ambulance requests originating within Proposer's Service Area with a maximum response time of eleven minutes forty five seconds (11:45) in sub-areas designated high density, and with a maximum response time of twenty (20) minutes in sub-areas designated as low density as set forth in Appendix 7.
- 2) Priority 2 - Non-Life Threatening Emergency Response. (To be defined by mutual agreement between Proposer and County). Proposer agrees to respond a paramedic ambulance to non-life threatening Priority 2 emergency ambulance requests received from a County designated Public Safety Dispatch Center with a maximum response time of fifteen minutes and zero seconds (15:00) in designated high density areas and a maximum response time of thirty minutes and zero seconds (30:00) in designated low density areas, and shall immediately notify the County dispatch agency if the response time will exceed the maximums set forth herein.
- 3) Priority 3 - Non-Emergency Response. Proposer agrees to respond a paramedic ambulance to all non-emergency ambulance requests received from a County designated public safety dispatch center(s) with a maximum response time of thirty minutes and zero seconds (30:00) in designated high density areas and a maximum response time of forty-five minutes and zero seconds (45:00) in designated low density areas, and shall immediately notify the County dispatch agency if the response time will exceed the maximums set forth herein.



### 3. Response Time Calculation

Proposer agrees that response times shall be calculated on a monthly basis to determine compliance with the standards set forth above. Response times are calculated from the time Proposer receives the request (disconnect time) until the ambulance unit arrives at the nearest public road access to the scene, or is cancelled by a public safety agency.

LEMSA shall use Response Time data from Proposer's CAD system via LEMSAs online compliance utility tool to calculate Ambulance Response Times to determine compliance with the Response Time Standards. At the end of each calendar month, a date within the last fifteen (15) days of the prior month will be randomly selected. The thirty-day period ending with the randomly selected date will be used to measure Response Time compliance.

Response Time Area Subsets. Response Times will be measured for all responses within the ERZ and are grouped by priority level. The different density areas within the ERZ will be grouped for compliance Response Time measurement.

- 1) Time Call Received. For all requests for service, the "time call received" shall be the moment Proposer's dispatch center has received (either by telephone or computer data link) both sufficient location information to know a response is required and sufficient information to determine the presumptive run priority designation, or thirty (30) seconds after the call is received from County designated public safety dispatch center(s), whichever is earlier.
- 2) Arrival On-scene Time.
  - a. Arrival on-scene time shall mean the moment an ambulance crew notifies Proposer's dispatch center that it is fully stopped, and only when it is fully stopped, at the location where the ambulance shall be parked while the crew exits to approach the patient.
  - b. In situations where the ambulance has responded to a location other than the scene (e.g., staging areas for hazardous materials/violent crime incidents, non-secured scenes, or wilderness locations), arrival at scene shall be the time the ambulance arrives at the designated staging location or nearest public road access point to the patient's location.
- 3) Failure to Report Arrival On-scene Time. In instances when ambulances fail to report an "on scene" time, the time of the next communication with that ambulance shall be used as the "at scene" time. However, Proposer may be able to document the actual arrival time through another means (e.g. First responder unit, AVL, communications tapes/logs, etc.) so long as an auditable report is produced.
- 4) Ambulance Upgrades. If an assignment is upgraded prior to arrival on scene of the emergency ambulance, (e.g., from Priority 2 to Priority 1), Proposer's compliance shall be calculated based on the shorter of:
  - a. Time elapsed from call receipt to time of upgrade plus the higher priority Response Time Standards; or
  - b. The lower priority Response Time Standards.
- 5) Ambulance Downgrades. If a call is downgraded prior to arrival on scene of emergency ambulance, (e.g., from Priority 1 to Priority 2), Proposer's compliance shall be determined as follows:
  - a. If the time of the downgrade occurs after the ambulance has exceeded the higher priority Response Time Standards, the more stringent higher priority standard will apply; or,
  - b. If time of downgrade occurs before ambulance has exceeded the higher priority Response Time Standards, the less stringent lower priority will apply. In all such cases documentation must be

presented for validation of the reason why the priority status was downgraded. If downgrade was justified in the sole discretion of Contract Manager, the longer standard will apply.

- 6) Ambulance Reassignment Enroute. If an emergency ambulance is reassigned enroute or turned around prior to arrival on the scene by the ambulance, (e.g., to respond to a higher priority request), compliance will be calculated based on the Response Time Standard applicable to the assigned priority of the initial response. The response time clock will not stop until the arrival of an emergency ambulance on the scene from which the ambulance was diverted.

#### 4. Response Time Exemptions

Proposer agrees that in the calculation of Proposer's performance to determine compliance with the Response Time Standards, every emergency request from a County designated public safety dispatch center(s) originating from within Proposer's assigned Service Area, shall be included except as follows:

- 1) Responses during a Multi-Casualty Incident or Disaster. The Response Time Standards may be suspended during a declared MCI or disaster within the County, or during a declared disaster in a neighboring jurisdiction to which ambulance aid is being provided as requested by County when Contract Manager determines that said event has had a material impact on availability of Proposer's resources. When Proposer is notified by the MHOAC that multi-casualty or disaster assistance is no longer required, Proposer shall return all of its resources to the Service Area and shall resume all operations as required under the Contract.
- 2) Good Cause. The County Contract Manager may allow exemptions to the Response Time requirements for good cause at the County Contract Manager's sole discretion. At a minimum, the asserted ground(s) for exemption must have been a substantial factor in producing a particular excess response time and Proposer must have demonstrated a good faith effort to respond to the call(s). Good causes for an exception may include, but are not limited to, incorrect or inaccurate dispatch information received from County's designated public safety dispatch center(s); disrupted voice or data radio transmission (not due to Proposer equipment or infrastructure); mobile data terminal failure; material change in dispatch location; Computer Aided Dispatch (CAD) failure; unavoidable telephone communications failure; inability to locate address due to non-existent address; inability to locate patient due to patient departing the scene; delays caused by traffic secondary to the incident; unavoidable delays caused by road construction or inclement weather ( e.g., fog); unavoidable delays caused by trains; delays resulting from depletion of resources as a result of County authorized mutual aid; calls to locations that are greater than ten (10) road miles from the nearest boundary of the urban/suburban area, or off-road locations; and extended delays at hospitals for transferring patients to receiving facility personnel.
- 3) Standby. When one (1) or more of Proposer's Advanced Life Support Ambulances (ALS) ambulances have been placed on standby status, not including the first one (1) hour of standby, provided, however, that Proposer gave prior notice to County that said standby may limit Proposer's ability to meet Response Time Standards.
- 4) Multiple Responses. In case of a multiple-response incident (i.e., where more than one ambulance is sent to the same incident), only the Response Time of the first arriving ALS Ambulance shall be counted.

#### 5. Application for Exemption

Proposer agrees that it is their responsibility to apply to Contract Manager for a response time exemption.

- 1) Exemption Request Procedure. For each response time exemption request, Proposer agrees to submit a request, including detailed, auditable documentation to Contract Manager or designee in writing within ten (10) working days following the last day of the month.
  - a. Proposer agrees that equipment failure, traffic congestion not caused by the incident, ambulance failure, Proposer dispatch error or other causes deemed to be within Proposer's control or awareness shall not be grounds to grant an exemption to compliance with the Response Time Standard.

## 6. Documentation of Response Times

Proposer agrees to document and report on all EMS responses, all times necessary to determine ambulance response times, including but not limited to time call received by Proposer's dispatch center; time ambulance crew assigned; time ambulance enroute to scene; ambulance cancelled enroute, time cancelled prior to arrival on scene; ambulance arrival at scene time; time ambulance enroute to hospital; arrival at hospital time; and time of transfer of patient care to hospital personnel. All times shall be recorded in an EHR and automatically documented in Proposer's CAD system. Other times may be required to document specific activities such as arrival at patient side, times of defibrillation, administration of treatments and medications and other instances deemed important for clinical care monitoring and research activities.

- 1) Interface to CAD and EHR. Proposer agrees to provide an interface with the CAD database and EHR System for LEMSA to extract and corroborate Response Time Performance. Proposer may not make changes to times entered into the CAD during or after the event. Any changes to times will be managed via the Exemption Request Procedure and documented in a separate system after review and approval by LEMSA.

## 7. Response Time Performance Data Report

Proposer agrees to provide Response Time Performance Reports as detailed below. County may impose a penalty on Proposer in the amount set forth in Appendix 5 (Penalties) for each instance in which a report was not delivered on time.

- 1) Response Time Performance Report.
  - a. Within ten (10) business days after the end of each month, Proposer shall document and report Response Time performance to the County Contract Administrator in writing, in a manner specified by the County Contract Administrator.
  - b. Proposer shall report performance for each priority level in the ERZ.
- 2) Response Time Data Utilization.
  - a. Proposer shall use response time data in an on-going manner to evaluate Proposer's performance and compliance with Response Time Standards in an effort to continually improve its response time performance levels.
  - b. Proposer shall identify the causes of failures of performance, and shall document efforts to eliminate these problems on an on-going basis.
- 3) Failure to Provide Data to Determine Compliance.
  - a. Each and every time an emergency ambulance unit is dispatched, and the crew fails to report and document an on-scene time, this shall be considered a failure to report data to determine compliance. Proposer, in order to rectify the failure to report an on-scene time, may demonstrate to the satisfaction of Contract Manager, with auditable documentation, an accurate on-scene time.

- b. Where an on-scene time cannot be provided for a particular emergency call, the response time for that call shall be deemed to have exceeded the required response time for purposes of determining response time compliance.
- 4) Penalty Provisions.
  - a. Penalty for Failure to Report Arrival On-scene Time. Proposer agrees that County may impose a penalty on Proposer in the amount set forth in Appendix 5 (Penalties) for each time an Emergency Ambulance is dispatched and the ambulance crew fails to report and document an Arrival On-scene Time. Proposer, in order to rectify the failure to report an Arrival On-scene Time and to avoid the penalty, may demonstrate to the satisfaction of the County Contract Administrator an accurate On-Scene time. Where an Arrival On-scene Time for a particular emergency call is not documented or demonstrated to be accurate, the Response Time for that call shall be deemed to have exceeded the required Response Time for purposes of determining Response Time compliance.
  - b. Penalty for Failure to Comply with Response Time Requirements. Proposer agrees that County may impose a penalty on Proposer for each month that Proposer fails to comply with the Response Time requirements in at least ninety percent (90.0%) of calls in the ERZ based on the percentage of compliance for all responses in the ERZ in the categories represented in Appendix 5 (Penalties). Failure of Proposer to achieve at least eighty-eight percent (88%) Response Time compliance in the ERZ for Emergency Ambulance requests will require that Proposer submit and implement an Ambulance deployment plan that includes additional staffed ambulance hours aimed to achieve ninety percent (90%) compliance with Response Time Standards.
  - c. Repetitive Non-Compliance. Proposer agrees that for the purpose of measuring Response Time compliance, the term "Repetitive Non-Compliance" means, for any measured Response Time subset that (i) Proposer's Response Time compliance has been less than 90% for three (3) consecutive months, or (ii) there have been five (5) instances where Proposer's Response Time compliance was less than ninety percent (90%) in any twelve-month period. If Proposer's Response Times result in Repetitive Non-compliance, LEMSA shall provide Proposer with written notice thereof, and Proposer shall submit a plan of corrective action to LEMSA within thirty (30) days after being notified of its Repetitive Non-Compliance.
    - i. Isolated instances of individual deviations from Response Time Standards shall not be treated as instances of Repetitive Non-Compliance.
  - d. Insufficient Call Number. Proposer agrees that any measured Response Time subset of measurement of calls that does not exceed 100 responses in a single month shall be added to the next month's responses and accumulated until the minimum of 100 responses is documented at which point compliance determinations will be made.
- 5) Penalties for Outlier Responses. An "Outlier Response" means a Response Time that is excessive for the category, such that it represents a potential threat to health and safety. Proposer agrees that County may impose a penalty on Proposer for any call where the actual Response Time equals or exceeds the applicable Outlier Response Time set forth in Appendix 5 (Penalties). Penalties will be based on the priority level assigned to the call. The imposition of a penalty for an Outlier Response is in addition to a penalty assessed for Proposer's Response Time compliance requirements.
- 6) Additional Penalty Provisions. Proposer agrees that LEMSA may impose financial penalties as delineated in Appendix 5 (Penalties).
- 7) Penalty Disputes. Proposer agrees that they may appeal to LEMSA in writing within ten (10) business days after receipt of notification of the imposition of any penalty or regarding LEMSA's penalty

calculations. The appeal request shall be accompanied by supporting documentation and shall state the basis, with specificity, for why the penalty should be overturned. The County Contract Administrator will review all such appeals and make the decision, based upon good cause, to eliminate, modify, or maintain the appealed penalty. If Proposer disagrees with the County Contract Administrator's decision regarding a penalty appeal, Proposer may request that the Health Services Director review the decision by providing a written description of the dispute to the Health Services Director within five (5) business days of receipt of the Contract Administrator's decision. The written description shall be accompanied by supporting documentation and shall state the basis, with specificity, why the County Contract Administrator's decision should be overturned. No later than twenty (20) days after receiving the appeal, the Health Services Director shall provide the parties with a written decision regarding the dispute. The Health Services Director decision shall be final and not subject to appeal.

## **8. Deployment Plan**

- 1) Proposer agrees to provide Contract Manager with a current deployment plan specifying all ambulance stations and number of vehicles to be deployed during each hour of the day, and each day of the week, upon request of Contract Manager for contract monitoring purposes.
- 2) Proposer agrees to submit proposed changes in the ambulance deployment plan in writing to Contract Manager thirty (30) days before implementation. Contract Manager may waive the thirty (30) day notice if Contract Manager determines that an emergency adjustment to the plan is needed to correct an acute performance problem.
- 3) Proposer acknowledges and agrees with the EMS system goal to achieve the Response Time Standards specified herein and to achieve timely responses in each community served.
  - a. Proposer shall therefore endeavor to deploy ambulance resources in a manner consistent with this goal.
  - b. If, as a result of local zoning or use restrictions, Proposer is unable to obtain adequate ambulance station locations, Proposer may request exclusion of designated areas from the Response Time Standards. Contract Manager shall take into account Proposer's diligence in seeking station locations and any necessary permits in granting or denying exclusion.

## **C. Clinical and CQI Standards**

### **1. Continuous Quality Improvement (CQI) Program**

Proposer agrees to work with LEMSA to develop and implement, upon approval by LEMSA, a CQI program plan that seeks optimal patient care and effective operations for all services provided under this Contract. Any amendments to Proposer's CQI program are subject to approval in advance by Contract Manager.

The CQI program plan shall:

- 1) Be in compliance with California Code of Regulations, Title 22, Division 9, Chapter 12, associated state guidelines, National Association of EMS Officials guidelines, and the LEMSA EMS Quality Improvement Plan.
- 2) Utilize practices that promote integration and collaboration for clinical excellence with all EMS System participants, including:
  - i. Data collection and analysis

- ii. Real-time and retrospective patient care record audits conducted by Field Training Officers
  - iii. Observation and evaluation of clinical care performed by supervisors and management staff
- 3) Establish and maintain a sufficient organizational structure within Proposer's operation that supports effective clinical oversight and execution of the plan.
- 4) Contain provisions to continuously monitor, evaluate, and report core performance, process, and patient outcome indicators as established by LEMSA.
- 5) Establish and maintain clinical metric score cards for Proposer's EMTs and paramedics that shall include, but are not limited to the following:
  - i. Safe and effective maintenance of airway and ventilation
    - 1. Shall include each employee's basic and advanced airway success rates and number of attempts of each
  - ii. Reduction of pain and discomfort
    - 1. Shall include each employee's mean patient pain and discomfort rating before and after intervention. For paramedics, a usage percentage of controlled substances for pain management
  - iii. Relief of respiratory distress
    - 1. Shall include each employee's mean respiratory distress rating before and after intervention
  - iv. Cardiac arrest resuscitation - shall include the total number of cardiac arrest patients for each employee, and include the following:
    - 1. Percentage of return of spontaneous circulation (ROSC)
    - 2. Percentage of ROSC patients who received bystander CPR
    - 3. Number of patients transported to a ROSC hospital after ROSC
    - 4. Chest compression rate accuracy
    - 5. Median time between rounds of chest compressions
    - 6. Percentage of cardiac arrests defibrillated
    - 7. Percentage of cardiac arrest patients who were treated with epinephrine
    - 8. Percentage of cardiac arrest patients treated with amiodarone
    - 9. Percentage of cardiac arrest patients treated with sodium bicarbonate
    - 10. Percentage of patients who received EtCO<sub>2</sub> monitoring
    - 11. Percentage of vascular access devices (e.g., IV and IO) and placement location
    - 12. The number of field pronouncements.
  - v. Recognition and care of ischemic syndromes - shall include the total number of suspected STEMI patients identified for each employee, and include the following:
    - 1. Percentage of 12-Lead ECG's obtained calculated against total number of STEMI patients
    - 2. Mean 12-Lead ECG transmit time calculated from time arrived at patient's side to time of 12-Lead ECG transmission
    - 3. Percentage of suspected STEMI patients treated with aspirin
    - 4. Percentage of suspected STEMI patients treated with controlled substances for pain management
    - 5. Percentage of suspected STEMI patients treated with oxygen
    - 6. Percentage of suspected STEMI patients who received an IV

7. Median scene time for suspected STEMI patients calculated from time arrived at patient's side to time of transport
  - vi. Shall include the total number of suspected stroke patients identified for each employee and include the following:
    1. Percentage of suspected stroke patients who had a documented GCS
    2. Percentage of suspected stroke patients who had a documented blood glucose value
    3. Percentage of suspected stroke patients who had a documented Cincinnati Stroke Scale
    4. Percentage of suspected stroke patients who had a documented LAMS evaluation
    5. Percentage of suspected stroke patients treated with oxygen
    6. Percentage of suspected stroke patients who received an IV
    7. Median scene time for suspected stroke patients calculated from time arrived at patient's side to time of transport
  - vii. Effective and timely trauma care - shall include the total number of suspected trauma patients identified by each employee, and include the following:
    1. Percentage of blunt trauma patients
    2. Percentage of penetrating trauma patients
    3. Percentage of trauma activations
    4. Percentage of trauma patients transported to a trauma center
    5. Percentage of trauma patients transported to a non-trauma hospital
    6. Percentage of adult trauma patients
    7. Percentage of pediatric trauma patients
    8. Percentage of trauma patients who received an IV/IO
    9. Total number of field pronouncements of traumatic arrest
    10. Median scene time for trauma patients calculated from time arrived at patient's side to time of transport
  - viii. Ensuring safe patient care and transportation for infants, children and adults - shall include the total number of patients attended to by each employee calculated by the number of patient care records where each employee was listed as the primary patient care provider, and include the total number of patient injuries that occurred as a result of unsafe care, equipment failure, or vehicle collisions.
- 6) In addition to the provision of medical care, include the following areas:
  - i. Customer-Patient Satisfaction
  - ii. Accountability for patient belongings
  - iii. Injury/Illness Prevention
  - iv. Community Education
  - v. Human Resources
  - vi. Safety
  - vii. Fleet, Equipment Performance and Materials Management
  - viii. Unusual Occurrences, Incidents, and Complaint Management
  - ix. Leadership
  - x. Communications (Deployment, System Status Management and Dispatching)
  - xi. Risk Management

- 7) Demonstrate progressive quality improvement results evidenced by annual written updates to LEMSA on the effectiveness of the plan and summary of activities conducted under the plan.
- 8) Include action planning to improve performance based upon core indicators as established by LEMSA.

## **2. Field Training Officer Program**

Proposer shall develop and implement a comprehensive FTO program subject to approval by LEMSA. The FTO program shall, at a minimum, include:

- 1) An outline of the responsibilities of the FTO and new hire ambulance employees
- 2) Establishing minimum and maximum number of shifts or hours required for each new hire ambulance employee to complete during FTO evaluation
- 3) Establishing a clearly defined pathway for remediation of deficiencies discovered during the field evaluation process
- 4) Using standardized evaluation forms for all new hire ambulance employees
- 5) Utilization of industry best practices that promote a friendly and cooperative learning environment.
- 6) Ensuring new hire ambulance employees are afforded time with a FTO prior to working on an ambulance alone
- 7) Ensuring that Proposer has sufficient number of qualified FTOs to support execution of the CQI plan, Proposer and LEMSA education and training programs, and other duties on behalf of Proposer
- 8) Incorporate an evaluation method for both FTO of new hire ambulance employee and new hire ambulance employee of the FTO

## **3. Medical Control**

- a. Proposer agrees that LEMSA shall oversee medical services provided by Proposer under this Contract. Prospective and on-line medical control of EMT and Paramedic personnel shall be according to the policies and procedures established by the LEMSA Medical Director. Retrospective medical control shall be provided according to the standards set forth by the LEMSA Medical Director through CQI programs, including continuing education programs conducted cooperatively by Proposer, LEMSA, partner pre-hospital provider agencies and the Base Hospital.
- b. Proposer agrees that LEMSA may investigate aspects of Proposer's operation relevant to its delivery of patient care services to ensure they are performed in a safe and reliable manner. Accordingly, Proposer shall provide, in a timely manner, all records, dispatch recordings, information and reports requested by the LEMSA Medical Director, or designee, to evaluate the emergency medical services provided by Proposer under this Contract

## **4. Quality Improvement Processes**

- a. Proposer agrees that its CQI program shall provide an organized, coordinated, multidisciplinary approach to the assessment of pre-hospital emergency medical response and patient care.
- b. Proposer agrees that Proposer's clinical CQI staff will have high levels of interaction and collaborative involvement with the LEMSA Medical Director and quality improvement staff.

## **5. EMS System CQI Activities**

Proposer agrees to participate in system related CQI activities and CQI project teams.



## 6. Medical Committee Participation

Proposer agrees to consistently participate in county-wide EMS system CQI initiatives and committees, ambulance provider meetings, medical advisory committees and other system improvement committees as may be determined by LEMSA. Proposer also agrees that its CQI staff will participate in no less than fifty percent (50%) of the Base Hospital Tape Reviews hosted by the Base Hospital.

## 7. Clinical Quality Improvement Staff Commitment

Proposer agrees to comply with the following staff commitments for Clinical Quality Improvement.

- a. **Medical Advisor.** Proposer shall provide a California licensed physician or a California licensed Registered Nurse to implement and oversee its on-going CQI program. This individual shall be responsible for medical quality assurance evaluation of all services provided pursuant to this Agreement.
  - i. This individual shall serve as the primary liaison between Proposer and the LEMSA Medical Director for clinical matters.
  - ii. This individual shall cooperate and collaborate with the LEMSA Medical Director to develop and implement policies, treatment guidelines and procedures that strive to achieve optimal patient outcomes.
- b. **Clinical Education Services (CES) Specialist.** Proposer shall maintain a minimum of one (1) full-time CES Specialist unimpeded by other duties, with specialized training and experience in quality improvement to implement and oversee Proposer's ongoing quality management program. The CES Specialist shall be responsible for coordination of all clinical review activities, developing continuous clinical training programs, auditing EHR for clinical compliance and quality improvement, developing and supporting a comprehensive orientation academy for new employees, and managing Proposers internal and system-integrated CQI activities.
  - i. The CES Specialist shall be currently licensed in California as a Paramedic or Registered Nurse, with sufficient training and experience in the pre-hospital environment, and be based in Contra Costa County.
- c. Proposer shall provide sufficient management personnel to provide proper program oversight. In addition, the Proposer shall provide sufficient administrative and training personnel to meet program requirements.
- d. Proposer shall provide a data analyst with sufficient hours to support reporting and analysis of activities required under this RFP.

## 8. Coordination of Data Gathering and Quality Improvement Efforts

- a. Proposer agrees to support implementation of a technological tool that will fully integrate electronic records and alignment of data sets EMS system wide, in cooperation with LEMSA and fire services. A fully implemented tool will be capable of the following within the Service Area:
  - i. Allow for quantitative reporting of overall clinical performance, which can be tied to providing integrated EMS System patient care solutions, training and community prevention, meaningful data comparison and greater collaborative research opportunities.
  - ii. Provide real-time data to fire agencies for use in fire CQI activities.
- b. Proposer agrees to provide unrestricted access to protected health information and clinical data collected in their EHR system in order for LEMSA to perform its duties as required by law.

- c. Proposer agrees to reasonably cooperate with LEMSA on all data initiatives used to support clinical care and QI.
- d. Proposer agrees to have a process for the review and audit of all EHR involving trauma, STEMI, stroke, cardiac arrest or EMS for Children.

## 9. Clinical and Operational Benchmarking

Key Performance Indicators ("KPIs") and Benchmarks. Proposer agrees to "KPIs" as tools for measuring Proposer's performance under this Contract. In addition, Proposer shall identify benchmarks and other QI tools to evaluate and set goals for improving the clinical and non-clinical performance of Proposer's personnel. Proposer shall provide County with periodic reports detailing its KPI and benchmarks progress according to a schedule approved by the County Contract Administrator.

1. Non-Clinical KPIs. Proposer agrees to utilize non-clinical KPIs to include at least the following:
  - Customer satisfaction KPIs
  - Community health partnership KPIs
  - 9-1-1 calls for patient conditions targeted in community health awareness programs, which include:
    - Elderly falls
    - Number of community health improvement activities
    - Home inspections
    - Fall prevention for seniors
    - Bicycle safety
  - Track annual fire injuries/fatalities
  - Fleet KPIs:
    - Critical vehicle failures per 100,000 miles
    - Vehicle accidents per 100,000 miles
    - Preventative maintenance cycles
  - Safety KPIs:
    - Employee injuries per 10,000 payroll hours
    - Vehicle collisions per 100,000 miles travelled
    - Types of injury events
    - Types of auto events
  - Unusual occurrences and complaints KPIs
  - Financial stability KPIs:
    - Unit hour utilization ratio
    - Net revenue per transport
  - Response time performance by zone and priority
  - Complaint management
  - Use of mutual aid
  - Safety
2. Clinical KPIs. Proposer agrees that clinical KPIs will include at least the following:
  - a. Presumptive impressions at dispatch compared to field intervention
  - b. Scene time and total prehospital time for time dependent clinical conditions (e.g., Acute Coronary Syndrome (ACS), stroke, trauma, cardiac arrest, sepsis, etc.)

- c. Compliance with protocols, treatment guidelines, procedures, timelines and destinations for systems of care patients (e.g., ST-Elevation Myocardial Infarction (STEMI), stroke, trauma, cardiac arrest, sepsis, pediatrics, etc.)
  - d. Compliance with protocols, procedures, and timelines for assessment of pain relief
  - e. Analysis of high risk, low frequency skills and clinical performance issues and strategies to support competent care
- 3. Proposer agrees to provide data developed through Proposer's CQI process to LEMSA for use in evaluating EMS System performance and in setting system improvement goals.
- 4. Proposer agrees to incorporate any LEMSA approved benchmarking tools identified during the term of this Contract into Proposer's CQI process.

#### **10. Medical Research**

- a. Proposer agrees to collaborate with LEMSA and the LEMSA Medical Director to develop pilot programs and research projects. Any costs to be incurred by the parties in connection with pilot programs or research projects will be agreed upon prior to implementation. Any proposed pilot program and research project must be approved in writing by the LEMSA Medical Director before being undertaken.
  - i. If the requirements of a pilot program or research project conflict with Proposer's performance obligations under this Contract, the County Contract Administrator may temporarily suspend Proposer's conflicting performance obligations for the purpose of the pilot program or research project.
  - ii. Except as set forth in subsection (i) above, Proposer agrees that Proposer's services provided under pilot programs and research projects are in addition to the other services it performs under this Contract.

#### **11. Patient Satisfaction Program**

Proposer agrees to develop and implement, upon approval by LEMSA, a comprehensive patient satisfaction program ("PSP") that focuses on services provided to patients in the County EMS System. The PSP shall contain quantitative and qualitative assessment mechanisms that will enable LEMSA to validate and benchmark patient feedback on the quality of services they were provided by Proposer.

#### **12. Cardiac Arrest Performance Reporting System**

Proposer agrees to work collaboratively with LEMSA to strive to increase pre-hospital provider cardiopulmonary resuscitation (CPR) performance by supporting the existing cardiac arrest performance reporting systems designated by the LEMSA (e.g., Code Stat and CARES). No later than July 1, 2019, Proposer shall timely and consistently annotate all cardiac arrest cases and enter all applicable cardiac arrest cases in the cardiac arrest performance reporting system.

#### **13. Medical Reviews and Audits**

- a. Proposer acknowledges that medical reviews and audits are a critical function of an effective medical quality assurance and improvement program.
- b. Proposer agrees to work cooperatively with LEMSA, the LEMSA Medical Director, the Base Hospital and other EMS System partners to identify and support activities that provide case-based learning and feedback to prehospital personnel.

- c. Proposer agrees to cooperate with requests by the LEMSA Medical Director, or designee, for employee attendance at medical reviews or audits.

#### **14. Incident Review and Investigations**

- a. Proposer agrees to provide reasonable and timely cooperation and information requested by LEMSA relative to incidents and inquiries and will make involved personnel available for interview by LEMSA staff in a timely manner.
  - Proposer's supervisory and management personnel will assist LEMSA with incident investigations and disciplinary activities as requested by LEMSA.
  - Proposer shall make its employees available for investigational interviews as necessary.
  - Notwithstanding investigations of certified or licensed personnel for violations of the EMS Act, to the greatest extent possible incident investigations are to be scheduled in advance for the convenience of Proposer Employees. LEMSA shall work with Proposer in an effort to avoid unnecessarily altering procedures and processes that are already in place in Proposer's organization.
- b. Proposer agrees to respond to LEMSA requests for information within the time frames included in the information request. This shall include EHRs, supplemental patient information, CAD records, incident narratives and reports, inventory ordering, receipt and control documentation, fleet maintenance records, critical failure reports, safety reports, and any other information or records required by LEMSA to fully complete thorough reviews and investigations related to any services provided under this Contract.
- c. Proposer agrees to foster a culture that is designed to rectify clinical mistakes and emphasize lessons learned for the benefit of the patient and caregivers. Caregivers should be taught to recognize that mistakes are made and feel able to report these mistakes and have them remedied in a non-punitive setting.
- d. Proposer agrees to notify LEMSA of the occurrence of any and all incidents, as defined in the criteria, policies, and procedures established by LEMSA.

### **D. Personnel Standards**

#### **1. U.S. Government Excluded Parties List-System (EPLS)**

Proposer agrees that all Transport Employees will be checked against the EPLS. Proposer shall not employ any person who has been listed as an excluded person on the EPLS.

#### **2. Office of Inspector General (OIG)/Department of Health Care Services (DHCS)**

Proposer agrees that all employees involved in patient care or the administrative tasks related to patient care (e.g., billing, EHR reconciliation), will be checked against the OIG and DHCS exclusion lists. Proposer shall not employ any person who has been listed as an excluded person by the OIG or DHCS.

#### **3. Credentials**

Proposer agrees that all of Proposer's personnel responding to emergency medical requests shall be currently and appropriately credentialed.

- a. Proposer shall retain on file, at all times, copies of current and valid licenses, certifications, and/or accreditations of all certified or licensed emergency medical personnel performing services under this

Contract. Proposer shall make available to LEMSA, for inspection and copying during business hours, all records and documents retained on file pursuant to this provision.

- b. Proposer shall maintain a mechanism for assuring that EMS personnel credentials are current.
- c. Proposer shall provide County with a list of Proposer's currently employed paramedics and EMTs, and shall as soon as practical update that list whenever a paramedic or EMT leaves or enters Proposer's employ.

#### 4. Employee Records/Termination

Proposer agrees to provide LEMSA with a list of its current employees, and shall update that list as soon as practical, and in no event later than thirty (30) days, after a paramedic or EMT leaves or enters Proposer's employ. At minimum, the personnel list shall include the name, residential and mailing address, telephone number, CPR expiration dates, and California Driver License number of each person on the list. For each paramedic, the list shall also include the paramedic's California paramedic license number and expiration date and ACLS, PALS, and PHTLS/ITLS expiration dates. For each EMT, the list shall also include the EMT's California certification number and expiration date.

- a. Proposer agrees that in those cases where a paramedic or EMT leaves the Proposer's employ as a result of a disciplinary cause, or is placed on administrative leave pending an investigation for disciplinary cause as defined by the Health and Safety Code, or is suspended, retires, or resigns while the employee has knowledge of a pending disciplinary cause, Proposer shall provide LEMSA with the basis for the administrative leave, suspension, termination, resignation, or retirement as well as the initial and final investigatory findings surrounding the alleged misconduct as soon as practical, but in no case, more than three (3) days from the date of any of these events
- b. Proposer agrees to notify EMSA, as soon as practical, but in no case more than three (3) days, on the paramedic investigation request form or other form approved by EMSA for the reporting of paramedic misconduct, of each and every paramedic that is placed on administrative leave pending an investigation for disciplinary cause, or that leaves Proposer's employ as a result of a disciplinary cause, including administrative leave, suspension, retirement, or resignation whether or not the employee has knowledge of a pending disciplinary cause. Proposer shall provide LEMSA with a copy of the paramedic investigation request or other approved form submitted to EMSA with supporting documents and attachments no later than the following business day.

#### 5. Remediation

Proposer agrees to develop a comprehensive and standardized program for early identification and for responding to clinical errors or mistakes made by its transport employees. The program should consist of identification of training needs and a clinical remediation or disciplinary plan (e.g., customized auditable training, additional ride time, hospital observation).

#### 6. Paramedic Preceptors

Proposer agrees to cooperate with LEMSA-approved paramedic training programs and with LEMSA to develop a paramedic preceptor program. Preferential placement for paramedic field internships shall be provided to LEMSA approved paramedic programs.

## 7. EMT Training Programs

Proposer agrees to cooperate with LEMSA-approved EMT training programs and to provide preferential placement for EMT students to LEMSA approved EMT programs.

## 8. EMT Minimum Qualifications

Proposer agrees that EMT personnel assigned to provide EMT service under this Contract on an ambulance must meet all the following minimum qualifications:

- a. Currently certified as an EMT in the State of California;
- b. Currently trained in cardiopulmonary resuscitation (CPR) and automatic electronic defibrillator utilization at the Healthcare Provider level and possess an American Heart Association (AHA) CPR course completion certificate within the recommended renewal dates.;
- c. Meet the requirements set forth in the County's ambulance ordinance.

## 9. Paramedic Minimum Qualifications.

Proposer agrees that paramedic personnel assigned to provide paramedic service under this Contract on an ambulance must meet all the following minimum qualifications:

- a. Currently licensed as a paramedic in the State of California;
- b. Currently accredited as a paramedic in Contra Costa County, or alternatively, unaccredited but assigned to an ambulance with an accredited paramedic while the accreditation is pending. If an unaccredited paramedic is assigned to an ambulance with an accredited paramedic, the unaccredited paramedic pending accreditation shall not be permitted to perform any skill in LEMSA's optional scope of practice for paramedics. The unaccredited paramedic shall not work more than thirty (30) days without accreditation;
- c. Currently trained in Advanced Cardiac Life Support (ACLS) according to the AHA standards and have a course completion certificate within the recommended renewal dates;
- d. Currently certified in prehospital trauma life support (PHTLS) or International Trauma Life Support (ITLS)
  - i. Paramedic personnel assigned to work with a currently PHTLS or ITLS certified partner may have up to three (3) months from date of hire to obtain said certification.
- e. Currently trained in Pediatric Advanced Life Support (PALS) and have course completion certificate within the recommended renewal dates. Paramedic employees assigned to work with a currently PALS certified partner may have up to three (3) months from date of hire to obtain said certification.
  - i. Proposer shall supplement required PALS training with annual infant and pediatric simulation training focused on early recognition and management of pre-arrest, apparently life threatening events, and other life threatening conditions.
  - ii. Proposer shall have an annual training program in compliance with the Penal Code that trains its employees on mandatory abuse reporting for children, dependent adults, and elders.
- f. Currently trained in cardiopulmonary resuscitation (CPR) and automatic electronic defibrillator utilization at the Healthcare Provider level and possess an AHA CPR course completion certificate within the recommended renewal dates.

## 10. Entry Level Paramedic Training

Proposer agrees to develop an entry level paramedic training and monitoring program for paramedics with less than two (2) years full-time paramedic experience. The program shall include a provision for the

review of each patient contact by the entry level paramedic within seventy-two (72) hours of the call by Proposer's CES Specialist or Medical Advisor. The entry level training and monitoring program shall set forth objective indicators for determining the clinical proficiency of the paramedic, together with criteria for releasing the paramedic from the training and monitoring program. No paramedic should be released from the entry level paramedic program until deemed proficient, has been monitored for at least six (6) months, or has attained at least two (2) years full-time experience.

#### **11. Institute of Healthcare Improvement (IHI) Certificate of Patient Safety, Quality and Leadership**

Proposer agrees that Proposer Quality, Clinical and Supervisory personnel shall complete an IHI Open School online certificate in Patient Safety, Quality and Leadership within eighteen (18) months of implementation of this Agreement. New employees in these positions shall complete this training within eighteen (18) months of hire or promotion. Proposer shall retain on file at all times, copies of the current training documentation and valid certifications for specified personnel under this Agreement.

#### **12. Company Orientation and On-Going Preparedness**

Proposer agrees to orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall include at a minimum, Proposer's policies and procedures; EMS system overview; EMS policies and procedures; radio communications (ambulances, base hospitals, County); map reading skills including key landmarks, routes to hospitals and other major receiving facilities within county and in surrounding areas; Paramedic and EMT roles and responsibilities; field treatment guidelines, and ambulance and equipment utilization and maintenance. Proposer shall provide training, as approved by LEMSA, to prepare non-paramedic responders to assist paramedics in providing patient care.

#### **13. Administrative Oversight and Field Supervision**

Proposer agrees to provide at all times, and within Contra Costa County, an on-duty employee or officer authorized to act on behalf of Proposer in all operational matters.

#### **14. Confidentiality and HIPAA**

Both County and Proposer agree to take appropriate steps to maintain confidentiality of patient data used in quality improvement processes. Both County and Proposer agree to comply with requirements of state and federal law, including the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the California Medical Privacy Act, as applicable. Proposer shall develop annual training for its employees on its privacy policies and applicable law. Proposer's privacy policies shall also include policies regarding the use of photographs and social media.

#### **15. Assaultive Behavior Management Training**

Proposer agrees to provide all ambulance personnel with didactic training, in addition to in-person psychomotor skills training to effectively manage patients with psychiatric, drug/alcohol or other behavioral or stress related problems as well as difficult or potentially difficult scenes on an ongoing basis.

#### **16. Preventative Health Care**

Proposer agrees to offer immunizations and health screening to its at risk personnel in accordance with federal, state and county requirements.



## **17. Infection Control**

Proposer agrees to develop and strictly enforce policies for infection control and contaminated materials disposal to decrease the chance of communicable disease exposure.

## **18. Critical Incident Stress Debriefing (CISD)**

Proposer agrees to establish a CISD program and an ongoing stress reduction program for its employees. This program should include immediate access to a CISD trained individual twenty four (24) hours a day, seven (7) days a week. These programs shall be submitted to Contract Manager for approval.

## **19. Joint Training**

Proposer agrees to participate in joint training programs with ambulance services, hospital personnel, and dispatch centers as developed in conjunction with LEMSA. Proposer will also participate in the annual statewide medical health disaster table-top and functional exercise.

## **20. Clinical Education and Training**

Proposer agrees to develop and implement a clinical education and training program that is consistent with the LEMSA EQIP, and which shall be approved by LEMSA. Proposer's clinical education and training program will include new employee orientation, continuing education opportunities at no cost to participants, and a Field Training Officer program as described in Section C.2 above for pre/post accreditation paramedics. Proposer shall become a continuing education provider as described in California Code of Regulations, Title 22, Division 9, Chapter 11, and maintain its status as a continuing education provider during the term of this Contract.

Proposer shall describe how it intends to comply with the above training and certification requirements. The Proposer will delineate how these programs will be provided, by whom, where and other information to help the EMS Agency understand the Proposer's commitment to meet these requirements.

## **E. Vehicles and Equipment**

### **1. Vehicles**

Proposer agrees that ambulance vehicles shall meet standards of Title XIII, California Code of Regulations.

Proposer agrees that frontline ambulance vehicles shall not exceed 195,000 miles on the chassis.

Proposer agrees that each ambulance shall be equipped with functional GPS/AVL route navigation capabilities.

### **2. Vehicle Marking**

Proposer agrees that ambulance vehicles used in providing contract services shall bear the markings "Contra Costa County Emergency Medical Services" in at least two (2) inch letters on both sides. Such vehicles shall display the "9-1-1" emergency telephone number and state the level of service, "Paramedic Unit", on both sides.

Proposer agrees that ambulance vehicles shall be marked to identify the Proposer name, but shall not display any telephone number other than 9-1-1 or any other advertisement.



Proposer agrees that overall design, color and lettering are subject to the approval of LEMSA. All proposed vehicle markings shall be submitted to the LEMSA for approval prior to implementation.

### **3. Vehicle Maintenance**

Proposer agrees to maintain its vehicles in good working order, consistent with manufacturer's specifications. In addition, detailed records shall be maintained as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate. Such repairs shall be accomplished and systems shall be maintained so as to achieve at least the industry norms in vehicle performance and reliability.

### **4. General Equipment**

Proposer agrees that in addition to any equipment required by the California Highway Patrol and the California Code of Regulations, all of Proposer's ambulances shall carry all emergency supplies and equipment identified in the County EMS Equipment and Supply list on file at the LEMSA. Acquisition and maintenance of all equipment, including parts, supplies, spare parts, and costs of extended maintenance agreements, are the responsibility of Contractor.

Proposer agrees to maintain its vehicles, equipment, and supplies in a clean, sanitary, and safe mechanical condition at all times.

Proposer agrees that equipment and supply requirements may be changed with the approval of Contract Manager due to changes in technology.

Proposer agrees that all patient point of care equipment on all Ambulances meets Clinical Laboratory Improvement Amendments (CLIA) standards and will submit a description of the program to LEMSA.

### **5. Failure to Meet Minimum Ambulance In-Service Equipment Supply Requirements**

Proposer agrees that County may inspect Proposer's ambulances at any time, with or without prior notice, and proposer shall cooperate with said inspections. Any ambulances that fail to meet the minimum in-service requirements contained in the County Ambulance Equipment and Supply list as determined by County, or the minimum requirements established by the California Code of Regulations or the California Vehicle Code:

- shall be immediately removed from service until the deficiency is corrected
- subject the Proposer to a per-incident penalty as described in Appendix 5 (Penalties)

The ambulance shall not be returned to service until approved to do so by LEMSA.

The foregoing shall not preclude dispatch of the nearest available ambulance even though not fully equipped, in response to a life threatening emergency so long as another appropriately equipped ambulance of at least equal level of service is also dispatched to the scene. County may adopt protocols governing provisional dispatch of ambulances not in compliance with minimum in-service requirements and Proposer shall comply with these protocols.

### **6. Equipment Exchange and Replacement**

Proposer agrees to implement and maintain inventory control and equipment maintenance systems which will allow an ambulance fleet fully stocked with quality equipment in good working order at all times.

Proposer agrees that their plan for replacement of expendable equipment and supplies shall be self-sufficient and shall not rely on receiving hospital stock or billing services unless expressly agreed to in writing by receiving hospitals.

## **F. Communications Equipment and Dispatch**

### **1. Dispatch Center**

Proposer agrees to assure that its Ambulance Units are dispatched through a dispatch facility that is staffed, equipped and prepared to provide emergency medical dispatch services.

Proposer agrees to maintain in good working order all equipment and software (fixed, mobile, linkages) necessary to receive requests for emergency ambulance services made by County designated public safety dispatch centers.

Proposer agrees that its dispatch center shall achieve and maintain designation as an Accredited Center of Excellence, or another emergency medical services dispatch program as approved by Contract Manager.

Proposer agrees that its dispatch facility shall be capable of initiating, receiving and replying to requests for emergency services via data linkage as specified in current version of County Message Transmission Network Standard on file at the LEMSA, and by voice.

Proposer agrees to subscribe to, and insure, that the County's electronic messaging system and hospital status system (currently ReddiNet) is operational and monitored twenty four (24) hours a day, seven (7) days a week, and that messages and requests are responded to timely. Proposer agrees to provide a mechanism for electronic access by the field to the ReddiNet system. Proposer's dispatchers shall notify ambulance personnel when alerted through the hospital communications network that a hospital's ability to accept patients in its emergency department has changed.

### **2. Dispatcher Preparedness**

Proposer agrees to assure that emergency medical services dispatchers are adequately trained and prepared to process emergency medical requests for service. Said dispatchers shall be given a Proposer orientation as well as a thorough orientation to the County EMS system before being assigned to operate as part of Proposer's ambulance dispatch system. Proposers shall develop, and submit to LEMSA for approval, a dispatcher training program.

### **3. Dispatch Evaluation**

Proposer agrees to assure an on-going CQI program for the evaluation of dispatch operations, education and training of dispatchers, and problem identification and resolution.

### **4. Ambulance Communication Equipment**

- 1) Proposer agrees that it is responsible for the communications equipment on ambulances and supervisory units used in the performance of services to County and all necessary Federal Communication Commission (FCC) licenses and other permits as may be required for the operation of the system.
- 2) Proposer agrees to assure its communications system is capable of receiving and transmitting all communications necessary to provide emergency ambulance services pursuant to this RFP, including

communicating with hospitals and other public safety agencies as required in a declared disaster situation. Radio equipment used for ambulance-to-hospital communications shall be configured so that personnel providing patient care are able to directly communicate with the base or receiving hospital staff about the patient. Communication equipment used by Ambulance crews shall be capable of transmitting 12-Lead ECGs to receiving facilities.

- 3) Proposer agrees to equip all ambulances and supervisory vehicles used in performance of services in Contra Costa County with radio equipment for communications with Emergency Medical Dispatch Centers. Radios shall be programmed with appropriate frequencies/talk groups to function on the East Bay Regional Communications System (EBRCS) and suitable for operation on the California On-Scene Emergency Coordination Radio System (CALCORD).
- 4) Proposer agrees to provide each crew member assigned to an Ambulance or supervisor unit with a portable radio.
- 5) Proposer agrees to operate its two-way radios in conformance with all applicable rules and regulations of the Federal Communication Commission (FCC), and in conformance with all applicable LEMSAs rules and operating procedures.
- 6) Proposer agrees to provide access to cellular telephones for use on Ambulances and supervisory units.

#### **5. AVL/Data Equipment Requirements**

Proposer shall equip all ambulances with AVL devices and mobile data terminals/computers (MDT). Proposer shall supply AVL feeds to LEMSAs and other public safety agencies as authorized and requested by LEMSAs.

### **G. Disaster, Multi-casualty, Ambulance Mutual Aid Response, Standby**

#### **1. Multi-casualty/Disaster Response**

- 1) Integration with the Regional Medical Health Operational Mutual Aid System. Proposer agrees, to the best of its ability, to assist in other EMS service areas both within and outside of Contra Costa County as requested by LEMSAs because of medical disaster, MCI, or other reason necessitated for the safety, health and welfare of the public. During response to MCIs or disasters within or affecting the County, Proposer operations shall fall under management and coordination of the MHOAC as a function of the Medical/Health Branch in support of the County Emergency Operations Plan (EOP), and the California Master Mutual Aid System. County shall compensate Proposer for Proposer's direct costs of providing services during a declared local emergency or disaster to the extent that the costs are not recoverable by Proposer from a patient or third party and to the extent that the costs are recoverable by County from the state or federal government. Proposer shall participate in disaster drills and training programs as requested by LEMSAs.
- 2) Mutual Aid outside the County. Proposer agrees that requests for Proposer's resources for mutual aid outside of Contra Costa County shall be consistent with the California Public Health and Medical Emergency Operations Manual (EOM) as authorized by the MHOAC and the California Master Mutual Aid System. Such authorization shall not be unreasonably withheld after an assessment of the situation by the MHOAC and a determination has been made that adequate resources will remain available to meet the emergency medical and health needs of the County.

- 3) MCI/Disaster Response within the County. Proposer agrees that in the event of a MCI or other local emergency within Contra Costa County, Proposer shall perform in accordance with the County MCI plan and within the Incident Command System (ICS). Proposer shall use its best efforts to maintain primary emergency services, including suspension of non-emergency services as required.
  - a. Proposer shall maintain documentation of the number and nature of mutual aid responses it makes outside its Service Area and nature of mutual aid responses made by other agencies to calls originating within its Service Area.
  - b. Proposer shall provide a report on mutual aid activities to LEMSA when requested by LEMSA.
- 4) Liaison Staff. Proposer agrees to assign a field or dispatch manager/supervisor upon LEMSA's request, to respond to the designated emergency operations center as a liaison, in the event the County declares a disaster within the County.
- 5) Suspending Non-Emergency Services. Proposer agrees that in the event County declares a disaster within the County, or directs Proposer to respond to a disaster in a neighboring jurisdiction, normal operations may be suspended at the discretion of LEMSA and Proposer shall respond in accordance with the disaster plan. Proposer shall use its best efforts to maintain primary emergency services and may suspend non-emergency services upon notification and concurrence with LEMSA.
- 6) Ambulance Strike Team. Proposer agrees to be prepared to deploy an Ambulance Strike Team when requested by County in accordance with a disaster mutual aid request. Proposer shall be able to deploy an ASTL within one (1) hour of request by the County.
- 7) Declaration of Multi-Patient Events. Proposer agrees to immediately recognize and declare an MCI or multi-patient event and have a means for the immediate electronic notification of such events to County.
- 8) Continuity of Operations (COOP). Proposer agrees that no later than ninety (90) days after the effective date of this Contract, Proposer shall submit detailed written plans and procedures to LEMSA describing how Proposer will mitigate the impacts to the Emergency Ambulance Services provided hereunder during all potential emergencies, disasters or work actions (i.e., power failure, information systems failure, earthquake), and provide continuous operations.
  - a. At least annually, Proposer shall review and revise the disaster mitigation plan submitted to LEMSA under this section, and submit the revised version to LEMSA.
  - b. Proposer agrees to have an emergency electrical power system available to provide power to its critical command, control, computer and communications systems in the event the normal electrical supply is interrupted. This system must be tested periodically per NFPA 110.
- 9) Internal Disaster Response Notification. Proposer agrees to implement a plan for immediate recall of personnel during multi-casualty incidents or other emergency conditions, including requests for AST. This plan shall include the capability of Proposer to alert off-duty personnel.
- 10) Incident Notification. Proposer agrees to have a mechanism in place to communicate current field information to appropriate LEMSA staff during multi-casualty incidents, disasters or other unusual occurrences.
- 11) Interagency Training for Exercises/Drills. Proposer agrees to participate in LEMSA sanctioned exercises and disaster drills and other interagency training in preparation for this type of response.

## 2. Ambulance Service Assistance

Proposer agrees, to the best of its ability, to assist in providing ambulance service to any other Emergency Response Areas if the County's contract with its emergency ambulance service provider for that ERA has been suspended or terminated, and if requested to do so by the County Contract Administrator.

### 3. Disaster Response Vehicle

Proposer agrees to provide one (1) vehicle as a disaster response vehicle. This vehicle shall not be an ambulance or other vehicle used in routine, day-to-day operations, but shall be kept in good working order and available for emergency response. The following equipment shall be stored in the disaster vehicle:

- 1) Backboards and straps
- 2) Cervical collars
- 3) Head immobilization sets and foam wedges
- 4) Splints for legs and arms
- 5) Oxygen equipment
- 6) Dressings and bandages
- 7) Advanced life support equipment (e.g., IV bags/start equipment, etc.)
- 8) County approved disaster tags and checklists for medical incident command personnel
- 9) Other equipment required by the LEMSA.

## H. Customer Service and Community Education

### 1. Community Education

Proposer agrees to sponsor and participate in classes, at no cost to the public, to educate the general public to EMS. Proposer shall work with existing community groups, service organizations, and Chambers of Commerce to support the local community efforts for educating the public regarding emergency response, care, and transportation.

Proposer shall annually plan and implement definitive community education programs, which shall include: identification of and presentations to key community groups which influence the public perception of the EMS system's performance, supporting HeartSafe Communities initiatives, Public Access Defibrillation programs, conducting citizen and school based CPR training events, first aid training, participation in EMS week and other educational activities involving illness and injury prevention, system awareness/access, and appropriate utilization of the EMS system. Proposer shall include LEMSA branding with any public education or community outreach.

### 2. Customer Satisfaction

1. No later than six (6) months after the effective date of this Contract, Proposer shall establish, monitor, and maintain patient and family friendly processes to support patient satisfaction and complaint resolution.
2. Proposer shall establish a hotline giving customers and system participants the ability to leave commendations, and suggestions for service improvements on a voice or electronic mailbox (the "Customer Hotline").
  - a. Proposer's supervisory or CQI leadership team shall be automatically notified of incoming calls and messages to the Customer Hotline.
  - b. Proposer shall respond to complaints and inquiries from patients and families, regardless of how notice occurs, within twenty four (24) hours.
3. Proposer shall establish a single point of contact or ombudsmen responsible for monitoring and improving patient satisfaction and complaint resolution.

4. Proposer shall track, trend and report monthly on the number and characteristics of comments, incidents or complaints including timeliness and satisfaction or complaint resolution associated with billing and patient care to include:
  - a. Intake time
  - b. Type of complaint e.g. billing, patient care, other
  - c. Date resolved and disposition
  - d. Total resolution time to address
5. No later than twelve months after the effective date of this Contract, Proposer shall establish and maintain the reporting of patient satisfaction using a validated patient experience satisfaction survey tool based on Hospital Consumer Assessment of Healthcare Providers and Systems, as well as a process to use survey results for system improvement.
6. Proposer shall participate in health care system partnerships and activities that improve the patient experience for high risk or frequent user populations.
7. Proposer will participate with County Public Health initiatives to support activities that reduce injury throughout the community and support population health.
8. Proposer shall collaborate with community, public health, LEMSA, and health system partners to reduce disparities and support community resiliency for high-risk populations.

## **I. Records, Reports, Audits, Inspections**

### **1. Data and Reporting Requirements**

Proposer agrees to provide detailed operations, clinical and administrative data in a manner that facilitates its retrospective analysis.

### **2. Dispatch Computer**

Proposer agrees that the dispatch computer utilized by Proposer shall include security features preventing unauthorized access or retrospective adjustment and full audit trail documentation.

### **3. Records**

Proposer agrees, to complete, maintain and provide to County in a timely manner if requested, adequate records and documentation to demonstrate its performance compliance and to aid County in improving, modifying, and monitoring the EMS system as a whole.

### **4. Electronic Health Record (EHR) System**

Proposer agrees to utilize an EHR system approved by the County Contract Administrator for patient documentation on EMS System responses, which includes all patient contacts, cancelled calls, and non-transports.

Proposer agrees to require employees to enter electronic patient care reports (an "EHR") in the EHR System and that reports are to be accurately completed to include all information listed in Section 100170 of Title 22 of the California Code of Regulations, and information shall be distributed according to EMS policies and procedures adopted by LEMSA.

Proposer agrees that its EHR system shall be tested and compliant with the current version of the National EMS Information System (NEMSIS).



Proposer agrees to use the EHR system to capture and transmit EHRs and data, and will be used by LEMSA to perform clinical quality oversight for medical services provided by Proposer.

Proposer agrees that the EHR system shall support bi-directional exchange of all patient and care information to the Contra Costa County EMS Information System (CCCEMSIS) and the California EMS Information System (CEMSIS), as required by LEMSA.

Proposer agrees to reasonably cooperate with LEMSA to identify and implement improvements to the EHR system that will enable the LEMSA Medical Director and LEMSA staff to review the level of patient care being provided by Proposer.

Proposer agrees to require that an EHR is created, completed, and for every EMS response.

Proposer agrees to provide, at no cost, a bridge system for the transmission of EHR from fire first response to Proposer's EHR.

## **5. CCCEMSIS**

CCCEMSIS is a multi-system, multi-disciplinary data collection and management system. LEMSA shall make any comprehensive data analytic tool that is implemented, available to Proposer to facilitate enhanced clinical provider analytics, including the development of clinical provider performance scorecards. Proposer agrees to collaborate with LEMSA to develop an annual fee to support CCCEMSIS, based on Proposer's total EMS response volume for the prior calendar year. This amount shall not exceed sixty (60%) of Proposer's portion (based on total EMS system response volume) of the total cost for data system management and vendor maintenance and support. All fees paid by Proposer for data system management and vendor maintenance and support shall be used for this purpose only. LEMSA represents that this payment shall be less than or equal to LEMSA's actual costs to provide CCCEMSIS and associated information systems. No funds shall be used by LEMSA in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute.

## **6. Interim EHR Submission**

Proposer agrees to cooperate with LEMSA to identify required content and develop a procedure for delivery of interim patient care documentation to hospitals, which shall be implemented and followed by Proposer's Employees beginning no later than January 1, 2020. Once the Interim PCR policy has been agreed upon, and in no event after January 1, 2020, Proposer shall require its employees to leave an Interim PCR, or a completed PCR at the hospital before departing the hospital. The interim patient care documentation shall include, at minimum, the name and date of birth of the patient, the patient vital signs, patient medical history and the prehospital care and interventions.

## **7. Completed EHR Submission**

Proposer agrees to submit an EHR to the treating facility within twenty four (24) hours of patient delivery.

## **8. Other Reports**

Proposer agrees to provide such other reports and records as may be reasonably required by Contract Manager.

## **J. Administrative Provisions**

### **1. Compensation Related Provisions**

The primary means of Contractor compensation is through fee-for-service reimbursement of patient charges.

a. Patient Charges

Contractor shall receive income from patient charges.

b. Fee Adjustments

Increases to patient charges based on changes in the Consumer Price Index for Medical Services may be requested annually and are subject to approval by the Contract Administrator. The annual rate increases will be the greater of three (3) percent or the increase of the CPI for any given year. All changes in the transport fees must be approved by LEMSA.

c. In the event changed circumstances substantially impact the Contractor's costs of providing services or there are substantial reductions in revenue caused by factors that are beyond the control of Contractor, the Contractor may request increases or decreases in charges to patients to mitigate the financial impact of such changed circumstances. No adjustments to patient fees will be allowed during the first twelve (12) months of the commencement of the Agreement. If Contractor believes an adjustment is warranted, the Contractor may apply to the Contract Administrator for a rate adjustment to be effective on or after the first anniversary of the Agreement. Applications must be submitted at least sixty (60) days prior to the requested effective date. Requests for changes to patient charges shall only be allowed on an annual basis corresponding to the anniversary of the Agreement. The Contract Administrator shall review the application and forward his or her recommendation to the Health Services Director, who shall have the authority to approve or disapprove the request. Approval of rate changes is required before they can become effective.

Any rate increase under this provision shall not take effect until fifteen (15) days following written approval by Contract Manager.

### **2. Payment Provisions**

Proposer agrees that there shall be no payments from County to Proposer for services provided pursuant to this agreement.

### **3. Annual Performance Evaluation**

Proposer agrees to participate in annual performance evaluations in accordance with procedures established by Contract Manager. An evaluation report will be submitted to the Health Services Director and the Emergency Medical Care Committee.

### **4. Cooperation with Evolving System**

Proposer agrees to participate and assist in the development of system changes subject to negotiated costs, if any.



## **5. Federal Healthcare Program Compliance Provisions.**

Proposer agrees to comply with all applicable federal laws, rules and regulations for operation of its enterprise, ambulance services, and those associated with employees. This includes compliance with all laws and regulations relating to the provision of services to be reimbursed by Medicare, Medicaid, and other government funded programs.

## **6. Medicare and Medicaid Compliance Program Requirements.**

Proposer agrees to implement a comprehensive Compliance Program for all activities, particularly those related to documentation, claims processing, billing and collection processes. Proposer's Compliance Program shall substantially comply with the current guidelines and recommendations outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers as published in the Federal Register on March 24, 2003 (03 FR 14255).

## **7. HIPAA, CAL HIPAA and HITECH Compliance Program Requirements.**

Proposer agrees to implement a comprehensive plan and develop the appropriate policies and procedures to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 and the current rules and regulations enacted by the US Department of Health and Human Services, including:

- 1) Standards for Privacy and Individually Identifiable Health Information
- 2) Health Insurance Reform: Security Standards
- 3) Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards

## **8. HIPAA, CAL HIPAA and HITECH violations.**

Proposer agrees that any violations of the HIPAA, CAL HIPAA and HITECH rules and regulations will be reported immediately to LEMSA along with Proposer's actions to mitigate the effect of such violations.

## **9. State Compliance Provisions.**

Proposer agrees to comply with all applicable state and local laws, rules and regulations for businesses, ambulance services, and all applicable laws governing its employees. Proposer shall also comply with county and LEMSA policies, procedures, and protocols with regard to the services described in this RFP.

## **10. Performance Oversight and Monitoring.**

Proposer agrees that LEMSA reserves the right to continuously review, inspect and monitor all aspects of Proposer's operations and performance necessary to ensure all services provided by Proposer to County residents and visitors meet the requirements stated in this Contract, the EMS Plan, LEMSA programs, policies, protocols, and procedures and as required by law. Proposer shall reasonably cooperate with LEMSA to fulfill this function, including providing access to all records, facilities and personnel as reasonably requested by LEMSA. Proposer shall provide monitoring tools and technology to allow LEMSA to monitor Proposer's performance under this Contract.

## **11. Observation of Operations.**

Proposer agrees that LEMSA is authorized to investigate all aspects of Proposer's operation so that patient care services under Proposer's operation are performed in a safe and reliable manner and in compliance with LEMSA treatment guidelines and policies. LEMSA personnel may and will at any time directly observe Proposer operations including ride-alongs (in accordance with Proposer policies and

applicable laws, e.g., HIPAA) with field supervisors and ambulance crews. Proposer agrees to grant access to LEMSA personnel for announced or unannounced observation, inspection, audit or review of any operational; clinical or support function, including but not limited to records, facilities, equipment, vehicles and personnel. During any inspection, audit or review, Proposer shall make requested records pertaining to any service rendered under this Contract available to LEMSA personnel. LEMSA personnel shall conduct themselves in a professional and courteous manner, shall not interfere with Proposer's employees in the performance of their duties, and shall at all times be respectful of Proposer's employer/employee relationships. LEMSA shall provide written feedback and results of any inspection, audit or review performed within ten (10) business days after completion.

## **12. Approval of Proposer Subcontracts.**

Proposer agrees that all plans, programs, policies, protocols and procedures that require LEMSA's approval by law or LEMSA policy, and any Proposer subcontracts for the performance of services under this Contract, shall be submitted to LEMSA for approval prior to their implementation.

## **13. Billing/Collection Services.**

Contractor shall operate a billing and accounts receivable system that is well documented, easy to audit, and which minimizes the effort required of patients to recover from third party sources for which they may be eligible. The billing system shall:

1. electronically generate and submit Medicare and MediCal claims;
2. itemize all procedures and supplies employed on patient bills; and
3. be capable of responding to patient and third party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries

The Contractor shall provide for prompt response to any queries or appeals from patients. The Proposer shall describe its methods for receiving, monitoring, and responding to patient issues and complaints.

It is expected that the Contractor's billing and collection services are conducted in a compassionate manner and that the Contractor recognizes that many patients may not have the financial resources to pay for their ambulance transports. The Proposer shall describe its policies for identifying patients that qualify for a financial hardship consideration for discounting or writing off their accounts.

*Billing Waivers for Impoverished, Conserved & Vulnerable:* Contractor shall establish a consumer friendly procedure that allows for responsible party to make payment arrangements. The billing manager will review the form and assess an appropriate and acceptable monthly arrangement.

Contractor shall establish a process to reduce the costs of ambulance services to patients who have demonstrated inability to pay through completing a "Financial Statement" form. All information relating to financial hardship requests shall be kept confidential. The billing manager will review the form and assess an appropriate and acceptable monthly arrangement.

*Billing Appeals Process:* Contractor will create a consumer friendly appeals process in cooperation with Contra Costa Health Insurance Counseling and Advocacy Program (HICAP) that allows the consumer sufficient time for denied claims to go through governmental and private insurers appeals timeframes before being sent to collections. In the case of Medicare billing the first level of Medicare appeals is 120 days. Contractor will, on a monthly basis, document the number of billing waivers, appeals in process and average time to process appeals.

Contractor shall not attempt to collect its fees at the time of service.

Contractor shall conduct all billing and collection functions for the EMS system in a professional and courteous manner.

#### **14. County Permit.**

The LEMSA oversees ambulance services within the County. Pursuant to County Ordinance 83-25 and LEMSA policies, an ambulance company must obtain the appropriate ambulance service permits.

Contra Costa County ambulance permit information and applications are available at <http://www.cccems.org> as well as a copy of the current county ordinance.

#### **15. Proposer Obligation to Notify County.**

Proposer agrees to report to LEMSA in writing as soon as practicable any instance where it did not meet, or has reason to believe it may not be able meet, a material requirement stated in this Contract. Upon its receipt of a notice of a failure to perform or an anticipated failure to perform under this Contract, LEMSA shall perform a review and work with Proposer to develop the appropriate corrective action plan to be implemented by Proposer.

### **K. Special Conditions**

#### **1. Response Area Exclusivity**

Proposer understands that, except for the provision of backup services or the suspension or termination of this Agreement, County shall not enter into any agreement with any other provider for ground response to emergency ambulance requests from the County Communications Center or other designated public safety dispatch center within Proposer's Emergency Response Area(s) during the term of this Agreement.

#### **2. Air Ambulance Transport.**

Proposer agrees that County reserves the right to enter into separate transport agreements with air ambulance providers. Notwithstanding any other provisions of this Agreement, County may provide for air transport of patients when such transportation is deemed to be medically in the best interest of the patient(s). However, no such agreement shall provide for air transport of non-critical patients or of critical patients when a ground ambulance is on-scene and transport time by ground ambulance to the most accessible emergency medical facility equipped, staffed, and prepared to administer care appropriate to the needs of the patient is the same or less than estimated air transport time.

#### **3. No Advertising.**

Proposer agrees that it shall not, in the course of providing service under this Agreement, advertise, promote, or endorse any other service or product provided by Proposer or any other firm.

#### **4. Private Work.**

Proposer agrees that nothing in the Agreement shall prevent Proposer from conducting private work that does not interfere with the requirements of this Agreement.

## 5. Breach of Contract.

Notice of Default. Proposer agrees that County shall have the right to terminate or cancel this Agreement or to pursue any appropriate legal remedy in the event Proposer materially breaches this Agreement and fails to correct such default within seven (7) days following the service of a written notice by County specifying the default(s) and the effective date of intended termination of this Agreement, absent cure.

Definitions of Breach. Proposer agrees that conditions and circumstances which shall constitute a material breach by the Proposer shall include, but are not limited to, the following:

- 1) Failure of the Proposer to operate the ambulance service system in a manner which enables the County and the Proposer to remain in substantial compliance with the requirements of the applicable Federal, State, and County laws, rules, and regulations. Minor violations of such requirements shall not constitute a material breach except willful and repeated violations shall constitute a material breach;
- 2) Falsification of data supplied to the County including by way of example but not by way of exclusion, dispatch data, patient report data, response time data, financial data, or falsification of any other data required under this Agreement;
- 3) Failure to maintain equipment in accordance with good maintenance practices;
- 4) Deliberate and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period;
- 5) Attempts by the Proposer to intimidate or otherwise punish employees who desire to sign contingent employment agreements with competing proposers during a subsequent bid cycle;
- 6) Attempts by the Proposer to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations;
- 7) Chronic and persistent failure of Proposer's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;
- 8) Failure to comply with approved rate setting, billing, and collection procedures;
- 9) Repeated failures to meet response time requirements after receiving notice of non-compliance from the Contract Manager;
- 10) Repeated failures to respond to 90% of all potentially life threatening emergency medical requests with paramedic units;
- 11) Failure of the Proposer to provide and maintain the required insurance; or
- 12) Failure to comply with or exceed the minimum employee wage/salary benefit package specified in Proposer's Proposal.

## 6. End Term Provisions.

Proposer agrees to return to County all County issued equipment in good working order, normal wear and tear excepted, at the termination of this Agreement. For any County equipment not so returned, County shall repair or replace said equipment at Proposer's expense and deduct the cost thereof from any payments owed to Proposer. In the event the Proposer is not owed any payments under this Agreement, Proposer shall reimburse County for the actual cost of repairs or replacement.

## 7. Transition Planning.

Competitive Bid Required. Proposer acknowledges that County intends to complete a competitive procurement process for the provision of emergency ambulance services within Proposer's Emergency

Response Area(s) following termination of this Agreement. Proposer acknowledges and agrees that County may select a different ambulance service provider to provide exclusive emergency ambulance services within all or some of the Emergency Response Area(s) specified herein following said competitive procurement process.

Future Bid Cycles. Proposer acknowledges and agrees that supervisory personnel, EMTs, paramedics, and control center personnel working in the EMS system have a reasonable expectation of long-term employment in this system, even though Proposers may change from time to time. Accordingly, Proposer shall not penalize or bring personal hardship to bear upon any of its employees who applies for work on a contingent basis with competing proposers, and shall allow without penalty its employees to sign contingent employment agreements with competing proposers at employees' discretion. Proposer may, however, prohibit its employees from assisting competing proposers in preparing their bid proposals by revealing Proposer's trade secrets or other information about Proposer's business practices or field operations.

#### **8. Retention of Records.**

Proposer agrees to retain all documents pertaining to this Contract for five (5) years from the end of the fiscal year following the date of service; for any further period that is required by law; and until all Federal/State audits are complete and exceptions resolved for this contract's funding period. Upon request, and except as otherwise restricted by law, Proposer shall make these records available to authorized representatives of the County, the State of California, and the United States Government."

#### **9. Termination.**

Proposer acknowledges that this Contract may be canceled immediately by written mutual consent.

#### **10. Hold Harmless/Defense/Indemnification.**

##### **a) Hold Harmless**

In General, Proposer has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, the LEMSA, the County, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of Contractor.

Proposer's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the Contractor, its agents, subcontractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of the LEMSA or the County. This duty shall arise at the first claim or allegation of liability against the LEMSA or the County. Contractor will on request, and at its expense, defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law."

##### **b) Employee Character and Fitness**

Proposer accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents, or representatives) to provide the services required of Proposer under this Agreement, including completion of a satisfactory criminal background check and periodic rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, Proposer shall hold County, the LEMSA and their officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or Proposer's actions in this regard.

#### **11. Insurance.**

During the entire term of this Agreement and any extension or modification thereof, the Proposer agrees to keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in these Conditions:

1. **Liability Insurance.** The Proposer shall provide malpractice insurance and comprehensive liability insurance, including coverage for owned and non-owned vehicles, each with a minimum combined single limit coverage of \$ 1,000,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each act, omission, or occurrence. Such insurance shall be endorsed to include the County of Contra Costa and their respective officers and employees as additional named insured as to all services performed by Proposer under this agreement.
2. **Workers' Compensation.** The Proposer shall provide workers' compensation insurance coverage for its employees.
3. **Certificate of Insurance.** The Proposer shall provide the County with a certificate(s) of insurance evidencing liability, medical malpractice and workers' compensation insurance as required herein no later than the effective date of this Contract. If the Proposer should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy(ies) at any time during the term of this Contract, then Proposer shall provide (a) current certificate(s) of insurance.
4. **Additional Insurance Provisions.** The insurance policies provided by the Proposer shall include a provision for thirty (30) days written notice to County before cancellation or material change of the above specified coverage. Said policies shall constitute primary insurance as to the County, the State and Federal Governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under the Proposer's insurance policy or policies.

#### **12. Modifications and Amendments.**

Proposer agrees that this Contract may be modified or amended by a written document executed by Proposer and the County, subject to any required state or federal approval.

#### Appendix 1 – Current Rates

Emergency Ambulance Base Rate	\$1,579.00
Mileage charge (per mile)	\$29.38
Oxygen administered	\$105.00

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## Appendix 2 – Procurement Timeline

Date	Activity
January 23, 2018	Board Approval of RFP
March 27, 2018	EMSA Review of RFP Completed
April 9, 2018	RFP Released
April 16, 2018	RFP Questions/Clarifications Due
April 23, 2018	Proposer's Conference
June 21, 2018	Proposals Due at 4 p.m. – Public Proposal Opening
July 10, 2018	Notice of Intent to Award – Protest period begins
August 6, 2018	Presentation to Board; authorization to proceed
August 30, 2018	Contract finalized
September 11, 2018	Board approval of Contract
November 1, 2018	Startup of new contract



**FACE SHEET (FORM IN APPENDIX 4-EXHIBIT A)**

**SECTION I. EXECUTIVE SUMMARY**

**SECTION II. SUBMISSION OF REQUIRED FORMS**

- A. Insurance Certificates (Requirements in Appendix 8)
- B. Debarment and Suspension Certification (Form in Appendix 4-Exhibit B)
- C. References (Form in Appendix 4-Exhibit C)
- D. Investigative Authorization-Individual (Form in Appendix 4-Exhibit D)
- E. Investigative Authorization-Entity (Form in Appendix 4-Exhibit E)
- F. Proposed Patient Charges (Form in Appendix 4-Exhibit F)

**SECTION III. MINIMUM QUALIFICATIONS**

**A. Organizational Disclosures**

- 1. Organizational ownership and legal structure

**Supporting documentation required.**

- 2. Financial Strength and Stability

**Supporting documentation required.**

- 3. Continuity of business

**Supporting documentation required.**

- 4. Licenses and permits

**Supporting documentation required.**

- 5. Government investigations

Supporting documentation required. (May be in electronic format)

6. Litigation

Supporting documentation required. (May be in electronic format)

**B. EXPERIENCE AS SOLE PROVIDER**

1. Comparable experience

Supporting documentation required.

2. Government contracts

Supporting documentation required.

3. Contract Compliance

Supporting documentation required.

**C. Demonstrated Response Time Performance**

Supporting documentation required.

**D. Demonstrated High Level Clinical Care**

Supporting documentation required.

**SECTION IV. CORE REQUIREMENTS**

**A. Service Activities**

1. Scope of Service
2. Advanced Life Support (ALS) Mandate
3. Integration and Collaboration with the EMS System
4. Local Infrastructure
5. Compliance with LEMSA Treatment Guidelines, Administrative Policies, Procedures and Applicable Laws
6. Disaster Assistance and Response

## 7. Work and Services

<b>Attestation:</b>
_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.A.(1.-7.).
_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.A.(1.-7.). In addition, Proposer will exceed the requirements of this section as delineated below. <u>Proposal to exceed requirements:</u>
_____ Proposer takes exception to provisions contained in Section IV.A. (1.-7.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

### B. Performance Standards

1. Staffing
2. Response Time Performance Standards
3. Response Time Calculation
4. Response Time Exemptions
5. Application for Exemption
6. Documentation of Response Times
7. Response Time Performance Data Report
8. Deployment Plan

<b>Attestation:</b>
_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.B.(1.-8.).
_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.B.(1.-8.). In addition, Proposer will exceed the requirements of this section as delineated below. <u>Proposal to exceed requirements:</u>

<p>_____ Proposer takes exception to provisions contained in Section IV.A. (1.-7.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.</p> <p><u>Exceptions:</u></p>
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### C. Clinical and CQI Standards

1. Continuous Quality Improvement (CQI) Program
2. Field Training Officer (FTO) Program
3. Medical Control
4. Quality Improvement Processes
5. EMS System CQI Activities

Attestation:
<p>_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.C.(1.-5.).</p>
<p>_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.C.(1.-5.). In addition, Proposer will exceed the requirements of this section as delineated below.</p> <p><u>Proposal to exceed requirements:</u></p>
<p>_____ Proposer takes exception to provisions contained in Section IV.C. (1.-5.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.</p> <p><u>Exceptions:</u></p>

6. Medical Committee Participation
7. Clinical Quality Improvement Staff Commitment

Attestation:
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\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.C.(6.-7.).

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.C.(6.-7.). In addition, Proposer will exceed the requirements of this section as delineated below.

Proposal to exceed requirements:

\_\_\_\_\_ Proposer takes exception to provisions contained in Section IV.C. (6.-7.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

8. Coordination of Data Gathering and Quality Improvement Efforts

9. Clinical and Operational Benchmarking

10. Medical Research

11. Patient Satisfaction Program

12. Cardiac Arrest Performance Reporting System

13. Medical Reviews and Audits

14. Incident Review and Investigations

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.C.(8.-14.).

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.C.(8.-14.). In addition, Proposer will exceed the requirements of this section as delineated below.

Proposal to exceed requirements:

\_\_\_\_\_ Proposer takes exception to provisions contained in Section IV.C. (8.-14.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

#### D. Personnel Standards

1. U.S. Government Excluded Parties List System (EPLS)
2. Office of Inspector General (OIG)/Department of Health Care Services (DHCS)
3. Credentials
4. Employee Records/Termination
5. Remediation

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.D.(1.-5.).
_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.D.(1.-5.). In addition, Proposer will exceed the requirements of this section as delineated below. <u>Proposal to exceed requirements:</u>
_____ Proposer takes exception to provisions contained in Section IV.D. (1.-5.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

6. Paramedic Preceptors
7. EMT Training Programs
8. EMT Minimum Qualifications
9. Paramedic Minimum Qualifications
10. Entry Level Paramedic Training
11. Institute of Healthcare Improvement (IHI) Certificate of Patient Safety
12. Company Orientation and On-Going Preparedness
13. Administrative Oversight and Field Supervision
14. Confidentiality and HIPAA
15. Assaultive Behavior Management Training

16. Preventative Health Care
17. Infection Control
18. Critical Incident Stress Debriefing
19. Joint Training
20. Clinical Education and Training

**Supporting narrative and/or documentation required.**

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.D.(6.-20.).

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.D.(6.-20.). In addition, Proposer will exceed the requirements of this section as delineated below.

Proposal to exceed requirements:

\_\_\_\_\_ Proposer takes exception to provisions contained in Section IV.D. (6.-20.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

#### **E. Vehicles and Equipment**

1. Vehicles
2. Vehicle Marking
3. Vehicle Maintenance
4. General Equipment
5. Failure to Meet Minimum Ambulance In-Service Equipment Supply Requirements
6. Equipment Exchange and Replacement

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.E.(1.-6.).

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.E.(1.-6.). In addition, Proposer will exceed the requirements of this section as delineated below.

Proposal to exceed requirements:

\_\_\_\_\_ Proposer takes exception to provisions contained in Section IV.E. (1.-6.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

#### **F. Communications Equipment and Dispatch**

1. Dispatch Center
2. Dispatcher Preparedness
3. Dispatch Evaluation
4. Ambulance Communication Equipment
5. AVL/Data Equipment Requirements

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.F.(1.-5.).

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.F.(1.-5.). In addition, Proposer will exceed the requirements of this section as delineated below.

Proposal to exceed requirements:

\_\_\_\_\_ Proposer takes exception to provisions contained in Section IV.F. (1.-5.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:



### **G. Disaster, Multi-casualty, Mutual Aid Response, Standby**

1. Multi-casualty/Disaster Response
2. Ambulance Service Assistance
3. Disaster Response Vehicle

<b>Attestation:</b>
_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.G.(1.-3.).
_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.G.(1.-3.). In addition, Proposer will exceed the requirements of this section as delineated below. <u>Proposal to exceed requirements:</u>
_____ Proposer takes exception to provisions contained in Section IV.G. (1.-3.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

### **H. Community Service and Community Education**

1. Community Education
2. Customer Satisfaction

<b>Attestation:</b>
_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.H.(1.-2.).
_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.H.(1.-2.). In addition, Proposer will exceed the requirements of this section as delineated below. <u>Proposal to exceed requirements:</u>
_____ Proposer takes exception to provisions contained in Section IV.H. (1.-2.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

## **I. Records, Reports, Audits, Inspections**

1. Data and Reporting Requirements
2. Dispatch Computer
3. Records
4. Electronic Health Record (EHR) System
5. CCCEMSIS
6. Interim EHR Submission
7. Completed EHR Submission
8. Other Reports

<b>Attestation:</b>
_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.I.(1.-7.).
_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.I.(1.-7.). In addition, Proposer will exceed the requirements of this section as delineated below. <u>Proposal to exceed requirements:</u>
_____ Proposer takes exception to provisions contained in Section IV.I. (1.-7.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

## **J. Administrative Provisions**

1. Compensation Related Provisions
2. Payment Provisions
3. Annual Performance Evaluation
4. Cooperation with Evolving System

5. Federal Healthcare Program Compliance Provisions
6. Medicare and Medicaid Compliance Program Requirements
7. HIPAA, CAL HIPAA and HITECH Compliance Program Requirements
8. HIPAA, CAL HIPAA and HITECH Violations
9. State Compliance Provisions
10. Performance Oversight and Monitoring
11. Observation of Operations
12. Approval of Proposer Subcontracts
13. Billing/Collection Services
14. County Permit
15. Proposer Obligation to Notify County

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.J.(1.-15.).
_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.J.(1.-15.). In addition, Proposer will exceed the requirements of this section as delineated below. <u>Proposal to exceed requirements:</u>
_____ Proposer takes exception to provisions contained in Section IV.J. (1.-15.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

#### **K. Special Conditions**

1. Response Area Exclusivity
2. Air Ambulance Transport
3. No Advertising
4. Private Work

5. Breach of Contract
6. End Term Provisions
7. Transition Planning
8. Retention of Records
9. Termination
10. Hold Harmless/Defense/Indemnification
11. Insurance
12. Modifications and Amendments

**Insurance documentation required**

**Attestation:**

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.K.(1.-12.).

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.K.(1.-12.). In addition, Proposer will exceed the requirements of this section as delineated below.

Proposal to exceed requirements:

\_\_\_\_\_ Proposer takes exception to provisions contained in Section IV.K. (1.-12.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

## Appendix 4 – Required Forms

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Exhibit A – FACE SHEET

**\*\* THIS FORM MUST APPEAR AS THE FIRST PAGE OF THE PROPOSAL \*\***

This is a proposal to contract with Contra Costa County to provide emergency medical ambulance services.

**Name of Proposer:** \_\_\_\_\_

Dbas: \_\_\_\_\_

**Type of Organization:** ☐ Corporation ☐ LLC ☐ Partnership ☐ Other \_\_\_\_\_

**Date Founded Or Incorporated:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Legal Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Phone:** (\_\_\_\_) \_\_\_\_ - \_\_\_\_ **ext:** \_\_\_\_ **Fax:** (\_\_\_\_) \_\_\_\_ - \_\_\_\_ *(Required for Notification)*

**Federal Tax Identification Number:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Phone:** (\_\_\_\_) \_\_\_\_ - \_\_\_\_ **Email:** \_\_\_\_\_

**Address For Mailings:** (If different from above):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Date Submitted:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## Exhibit B – DEBARMENT AND SUSPENSION CERTIFICATION

The Proposer, under penalty of perjury, certifies that, except as noted below, Proposer, its principal and any named subcontractor:

1. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and,
4. Has not been indicted, convicted or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Proposer responsibility. For any exception noted above, indicate below to whom it applies, initiating agency and dates of action.

**Notes:** Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

**Proposer Name:** \_\_\_\_\_

**Proposer Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

Exhibit C – REFERENCES

**CURRENT REFERENCES**

**PROPOSER NAME:** \_\_\_\_\_

Company Name:	
Address:	
City, State, Zip:	
Contact Person:	
Telephone Number:	(     )     -
Service Provided:	
Dates/Type of Service:	/     /

Company Name:	
Address:	
City, State, Zip:	
Contact Person:	
Telephone Number:	(     )     -
Service Provided:	
Dates/Type of Service:	/     /



Exhibit C – REFERENCES

Company Name:	
Address:	
City, State, Zip:	
Contact Person:	
Telephone Number:	(     )     -
Service Provided:	
Dates/Type of Service:	/     /

Exhibit C – REFERENCES

**FORMER REFERENCES**

**PROPOSER NAME:** \_\_\_\_\_

Company Name:	
Address:	
City, State, Zip:	
Contact Person:	
Telephone Number:	(     )     -
Service Provided:	
Dates/Type of Service:	/     /

Company Name:	
Address:	
City, State, Zip:	
Contact Person:	
Telephone Number:	(     )     -
Service Provided:	
Dates/Type of Service:	/     /

Exhibit C – REFERENCES

Company Name:	
Address:	
City, State, Zip:	
Contact Person:	
Telephone Number:	(     )     -
Service Provided:	
Dates/Type of Service:	/     /

Exhibit D – INVESTIGATION AUTHORIZATION – INDIVIDUAL

The undersigned, being \_\_\_\_\_ (title) for \_\_\_\_\_ (entity), which is a prospective Contractor to provide Emergency Ambulance Services to Contra Costa County recognizes that public health and safety requires assurance of safe, reliable and cost efficient ambulance service. That assurance will require an inquiry into matters which are determined relevant by the Contra Costa County EMS Agency or its agents, such as, but not limited to, the character, reputation and competence of the entity's owners and key employees.

The undersigned specifically acknowledges that such inquiry may involve an investigation of his or her personal work experience, educational qualifications, moral character, financial stability and general background, and specifically agrees that the EMS Agency, or its agents, may undertake a personal investigation of the undersigned for the purpose stated. This authorization shall expire six (6) months from the signature date.

**AUTHORIZATION FOR SUCH PERSONAL INVESTIGATION IS HEREBY EXPRESSLY GIVEN:**

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Individual Name: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally appears \_\_\_\_\_ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year above written.

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

Notary Public Seal

Commission Expiration Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

#### Exhibit D – INVESTIGATION AUTHORIZATION – ENTITY

The undersigned entity, a prospective Contractor to provide Emergency Ambulance Services to Contra Costa County recognizes that public health and safety requires assurance of safe, reliable and cost efficient ambulance service. That assurance will require an inquiry into aspects of entity's operations determined relevant by the Contra Costa County EMS Agency or its agents. The entity specifically agrees that the Contra Costa County EMS Agency or its agents may conduct an investigation for the purpose into, but not limited to the following matters:

1. The financial stability of the entity, including its owners and officers, any information regarding potential conflict of interests, past problems in dealing with other clients or cities where the entity has rendered service, or any other aspect of the entity operations or its structure, ownership or key personnel which might reasonably be expected to influence the Contra Costa County EMS Agency's selection decision.
2. The entity's current business practices, including employee compensation and benefits arrangements, pricing practices, billings and collections practices, equipment replacement and maintenance practices, in-service training programs, means of competing with other companies, employee discipline practices, public relations efforts, current and potential obligations to other buyers, and general internal personnel relations.
3. The attitude of current and previous customers of the entity toward the entity's services and general business practices, including patients or families of patients served by the entity, physicians or other health care professionals knowledgeable of the entity's past work, as well as other units of local government with which the entity has dealt in the past.
4. Other business in which entity owners and/or other key personnel in the entity currently have a business interest.
5. The accuracy and truthfulness of any information submitted by the entity in connection with such evaluation.

Exhibit D – INVESTIGATION AUTHORIZATION – ENTITY

This authorization shall expire six (6) months from the signature date.

**AUTHORIZATION FOR SUCH PERSONAL INVESTIGATION IS HEREBY EXPRESSLY GIVEN BY THE ENTITY:**

**Entity Name:** \_\_\_\_\_

**Authorized Representative (Signature):** \_\_\_\_\_

**Authorized Representative (Printed):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally appears \_\_\_\_\_ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year above written.

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

Notary Public Seal

Commission Expiration Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Exhibit F – PROPOSED PATIENT CHARGES

Proposer Name: \_\_\_\_\_

**Proposed Patient Charges for Year 1 of Contract**

Emergency Ambulance Base Rate: \_\_\_\_\_

Mileage Rate (per loaded mile): \_\_\_\_\_

Oxygen administration: \_\_\_\_\_

Treat and Refuse Transport: \_\_\_\_\_

### **Response Time Penalties**

#### **Emergency Ambulance Requests – Priority 1 Responses**

Compliance %	Penalty
89% < 90%	\$15,000
88% < 89%	\$25,000
< 88%	\$50,000

#### **Emergency Ambulance Requests – Priority 2 Responses**

Compliance %	Penalty
89% < 90%	\$5,000
88% < 89%	\$10,000
< 88%	\$15,000

#### **Emergency Ambulance Requests – Priority 3 Responses**

Compliance %	Penalty
89% < 90%	\$2,500
88% < 89%	\$5,000
< 88%	\$7,500

#### **Outlier Response Time Penalties**

Priority Level	Outlier Response Times		Penalty per Outlier
	High Density Call	Low Density Call	
Priority 1	18:59	29:59	\$,1500
Priority 2	22:59	44:59	\$1,000
Priority 3	39:59	59:59	\$750



## Other Penalties

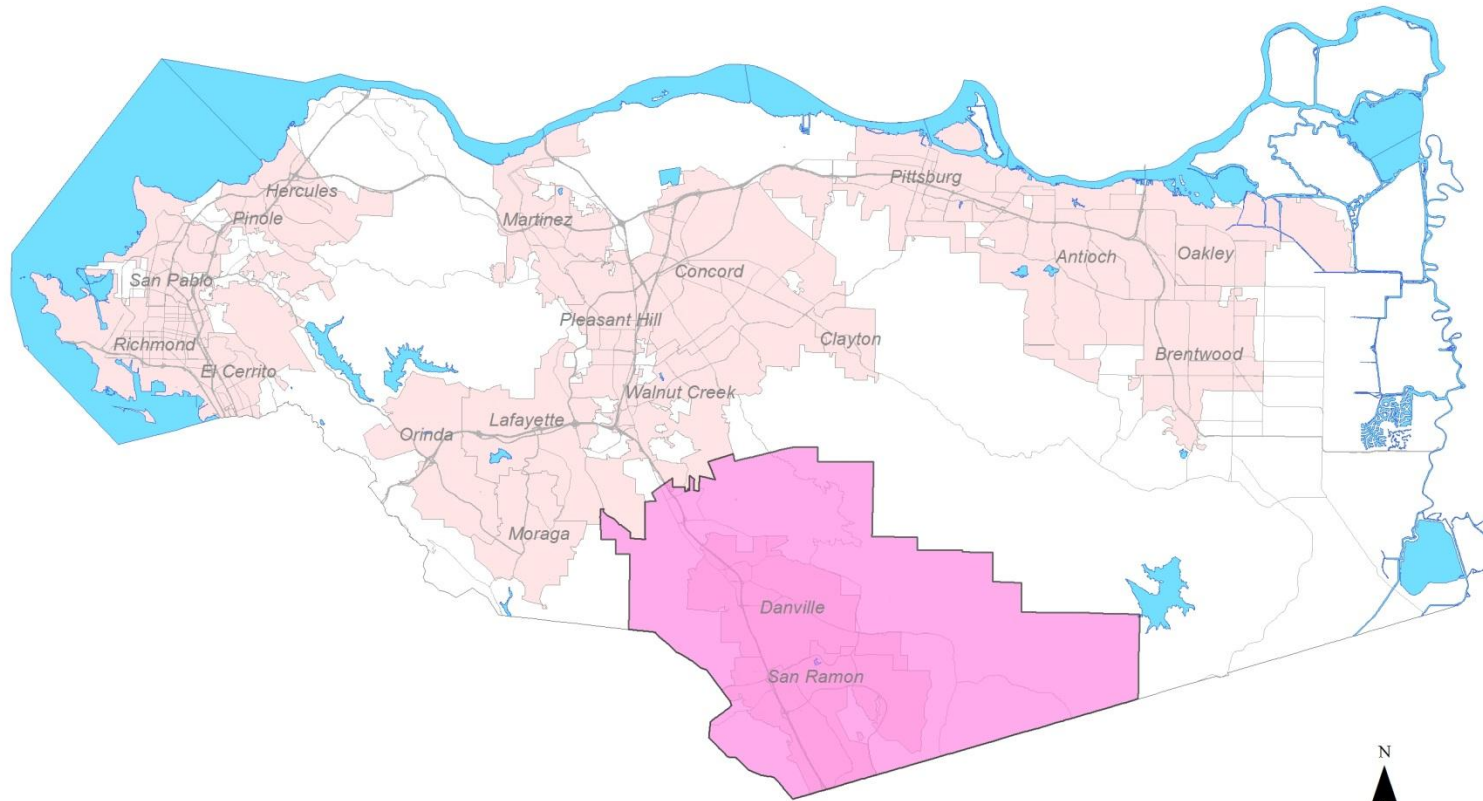
Performance	Criteria	Penalty
Failure to provide timely Response Time reports and operational reports	Operational and Response Time reports are due on a specific date after end of month	\$50 per report for each day after due date
Submit completed EHR within twenty four (24) hours of patient delivery	100 percent of completed EHRs will be provided to receiving facility within twenty four (24) hours.	A penalty of \$100 for every completed EHR not provided to the facility within twenty four (24) hours of patient delivery.
Response and transport by a BLS unit when the Priority level calls for the patient to be transported by an ALS unit	All 9-1-1/emergency calls shall be responded to by an ALS ambulance and the patient transported in the ALS unit as defined by the LEMSA	\$1,000 for each incident in which a BLS ambulance responds and transports a patient that requires ALS care according to LEMSA policies.
Failure to provide timely quality improvement data and reports	Quality improvement and clinical data and reports are due on specific dates	\$50 per report or data submission for each day after due date
Failure to provide timely unusual occurrence reports and investigation updates	Unusual occurrence reports and updates on investigations of events are due within a specific time from date of the occurrence as defined in LEMSA policies	\$100 per report for each day after the specified time frame from the date of occurrence
Failure to respond to an emergency request for an Emergency Ambulance	The contractor shall respond to all Emergency Ambulance Service requests within the EOA. Failure to respond is defined as the Contractor not sending an ambulance en route to an emergency request	The LEMSA shall impose a minimum fine of \$10,000 for each failure to respond to an Emergency Ambulance request by the Contractor. Failure to respond will be defined as any call originating within the EOA for which the Contractor fails to dispatch and no ambulance responds. Prior to imposition of this penalty, LEMSA will conduct an investigation of the incident.
Improper Paramedic or EMT certification	Staffing an ambulance improperly certified personnel	\$250 per call responded to by improperly certified Paramedic or EMT
Failure to document Against Medical Advice (AMA)	Field personnel fails to comply with defined LEMSA policy and procedure for AMA	\$500 for AMA documentation and protocol failure

Dispatched Emergency Ambulance crew fails to report and document Arrival On Scene Time	Any time an emergency ambulance is dispatched and the ambulance crew fails to report and document an on-scene time. The Contractor, in order to avoid the penalty, may demonstrate to the satisfaction of the Contract Administrator an accurate on-scene time.	\$250 per incident
Ambulance fails to meet the minimum in- service requirements	Any time an in-service ambulance vehicle fails to comply with the LEMSA mandatory minimum equipment specification	\$500 per Ambulance per occurrence

Appendix 6 – Emergency Response Zone Map

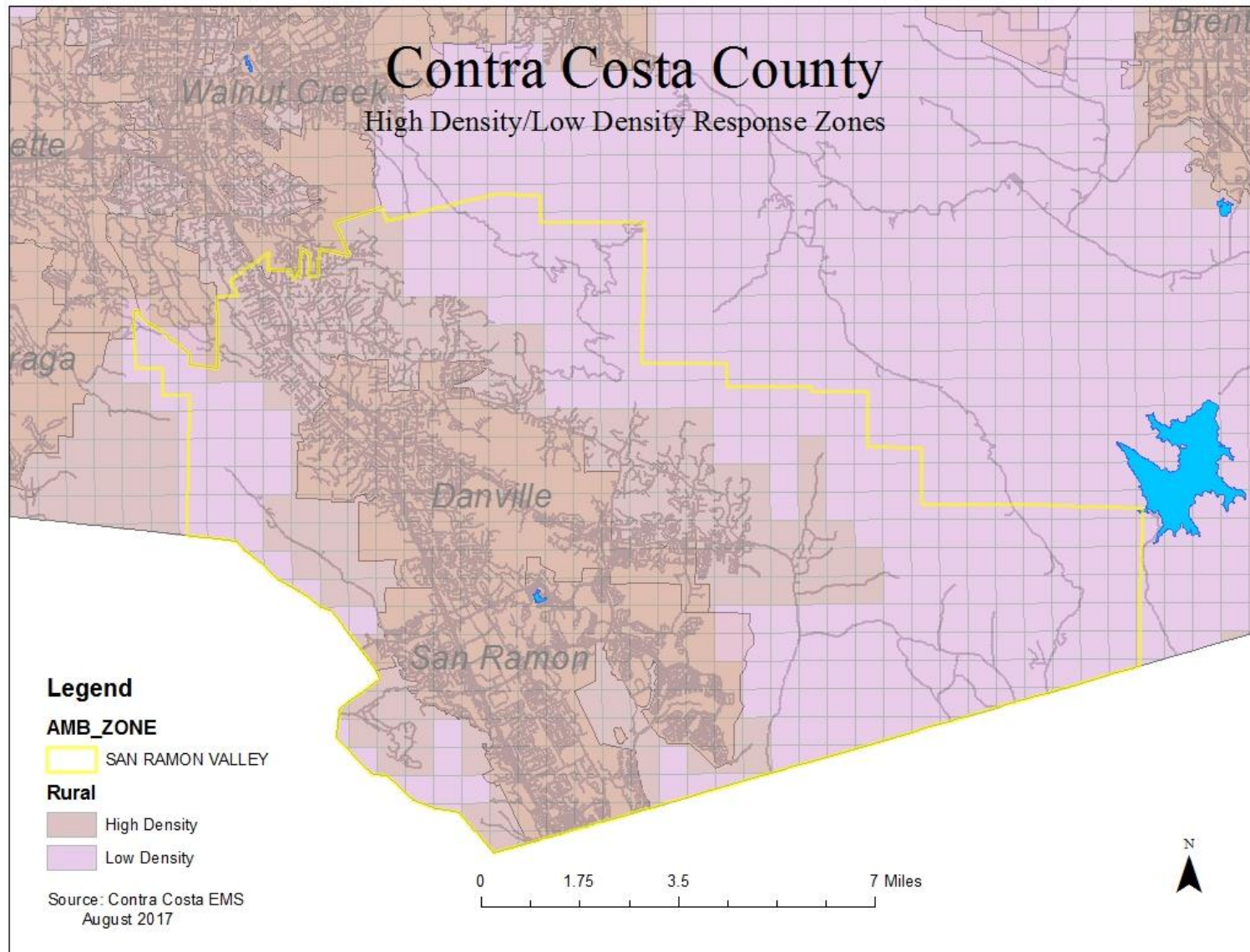
# Contra Costa County

EOA 4



Source: Contra Costa EMS  
August 2017

## Appendix 7 – High/Low Density Area Map



## *Insurance Requirements*

1. **EVIDENCE OF INSURANCE:** Certificates of insurance are required from a reputable insurer evidencing all coverages required for the term of any contract that may be awarded pursuant to this RFP.
2. **COUNTY NAMED AS ADDITIONAL INSURED:** The County's insurance requirements for Additional Insured reads, "All insurance required above with the exception shall be endorsed to name as additional insured." An endorsement is an amendment to a contract, such as an insurance policy, by which the original terms are changed. The insurance certificate (also known as the "Accord") carries a disclaimer, "This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy below." Additional insured listed in the description box are not a proper risk transfer. Any amendment or extension of the coverage such as an additional insured should be provided by a separate endorsement page or copy of the policy.
3. **INSURANCE PROVISIONS**
  - a. CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:
    - i. Workers' Compensation insurance. If and to the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement; including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.
    - ii. Liability insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company with an A.M. Best rating of A: VII or better:
      1. General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than FIVE MILLION DOLLARS (\$5,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.
      2. Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR

arising out of or in connection with this Agreement in an amount not less than THREE MILLION DOLLARS (\$3,000,000) per claim.

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than THREE MILLION DOLLARS (\$3,000,000) combined single limit per occurrence.
- iii. Certificates. All insurance coverages referenced in 7(b), above, shall be evidenced by one (1) or more certificates of coverage or, with the approval of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the County Fire Department prior to commencement of performance of any of CONTRACTOR's duties; shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of nonrenewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the insurance coverages referenced in 7(b)(1) and (3), CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 1001 and CG 2037 1001; but shall not use the following forms: CG 20 10 1093 or 03 94. Upon request of COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.
- iv. Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager

determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

DRAFT





Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: January 23, 2018

Subject: HEARING TO CONSIDER THE PROPOSED FORMATION OF ZONE 2607 WITHIN THE P-6 COUNTY SERVICE AREA IN THE UNINCORPORATED AREA OF MARTINEZ (DISTRICT V)

---

**RECOMMENDATION(S):**

1. OPEN the hearing on the proposed formation of Zone 2607 within County Service Area P-6; CONSIDER all oral and written comments; and CLOSE the hearing.
2. DETERMINE whether a majority protest of the voters residing within the boundaries of proposed Zone 2607 exists pursuant to Government Code Section 25217.1(b)(1). In the event that the Board determines a majority protest exists, TERMINATE the proceedings.
3. If the Board determines a majority protest does not exist, ADOPT Resolution No. 2018/19, attached hereto, establishing Zone 2607 of County Service Area P-6 subject to voter approval of a special tax to fund police protection services within the zone.

**FISCAL IMPACT:**

The cost of establishing the Police Service District and the election is paid for by the developer of the subdivision.

**BACKGROUND:**

Per the conditions of approval for Subdivision #9065 (County File #SD05-9065), prior to recording the final map for the subdivision, the subdivider is required to establish a special police services tax district for the subdivision in order to provide additional funding to augment police services in the area of the subdivision. The property to be placed within the special tax district consists of a 1.5-acre site located at 3128 Sycamore Street in the unincorporated

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Jennifer Cruz, (925)  
674-7790

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Rosa Mena



#### BACKGROUND: (CONT'D)

area of Martinez.

On December 12, 2017, the Board granted conceptual approval for a March 27, 2018, ballot measure seeking approval of a special tax to fund an increase in the level of police protection services that is provided in the unincorporated area of Martinez.

On December 12, 2017, the Board approved Resolution No. 2017/435, as required by Government Code Section 25217, subdivision (b), as the first step in forming a new zone within County Service Area (CSA) P-6. The proposed zone would serve as the vehicle to collect special taxes within the proposed zone if a special tax measure is approved by voters on March 27, 2018.

Pursuant to Government Code Section 25217.1, subdivision (a), at the public hearing, the Board is required to hear and consider any protests to the formation of the zone. Pursuant to Government Code Section 25217.1, subdivision (b)(1), in the case of inhabited territory, if at the conclusion of the public hearing, the Board determines that more than 50 percent of the total number of voters residing within the proposed zone have filed written objections to the formation, then the Board shall determine that a majority protest exists and terminate the proceedings.

If there is no majority protest, the Board may continue the proceedings to form the zone by adopting Resolution No. 2018/19, which would establish Zone 2607 subject to voter approval of the special tax. A separate hearing is also scheduled for January 23, 2018, to consider the adoption of an ordinance authorizing the levy of the tax.

#### CONSEQUENCE OF NEGATIVE ACTION:

Zone 2607 would not be formed and the subdivider would be unable to comply with the conditions of approval of the project. The subdivider would be unable to record the final map for the subdivision.

#### ATTACHMENTS

Resolution No. 2018/19

Exhibit A - Legal Description

Exhibit B - Map

Resolution No. 2017/435

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 01/23/2018 by the following vote:

**AYE:** ☐

**NO:** ☐

**ABSENT:** ☐

**ABSTAIN:** ☐

**RECUSE:** ☐



**Resolution No. 2018/19**

IN THE MATTER OF CREATING ZONE 2607 OF COUNTY SERVICE AREA P-6 IN THE UNINCORPORATED AREA OF MARTINEZ

WHEREAS, this Board recognizes the need for increased police protection services in the above subject zone and the difficulty of funding the current or an increased level of services.

WHEREAS, establishing the subject zone is a necessary step for the Board of Supervisors to seek voter approval of a special tax for increased police protection services in the zone area. Government Code Sections 25217 and 25217.1 establish procedures for the formation of a zone within a county service area.

NOW, THEREFORE, BE IT BY THE BOARD RESOLVED THAT:

1. It is in the public interest to provide an increased level of police protection services in the area of proposed Zone 2607 of County Service Area P-6.
2. A majority protest against the proposed formation of Zone 2607 does not exist, pursuant to Government Code Section 25217.1, subdivision (b).
3. Subject to voter approval of Ordinance No. 2018-01 on March 27, 2018, authorizing the levy of a special tax within proposed Zone 2607, that portion of Contra Costa County Service Area P-6 described in Exhibit A attached hereto and shown in Exhibit B attached hereto is established as Zone 2607 of County Service Area P-6, effective upon this Board's adoption of a resolution declaring the results of the March 27, 2018, election ("Effective Date").
4. No affected properties located in Zone 2607 will be taxed for any existing bonded indebtedness or contractual obligations as a result of the formation of said zone.
5. On or after the Effective Date, the Clerk of this Board shall cause the filing of a statement of the creation of said zone to be made with the County Assessor and the State Board of Equalization (in Sacramento) pursuant to Government Code Sections 54900-54902. The filing shall include a map or plat indicating the boundaries of said zone.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**Contact: Jennifer Cruz, (925) 674-7790**

**ATTESTED: January 23, 2018**

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

**cc:** Rosa Mena

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**FOR POLICE SERVICES DISTRICT FORMATION FOR SUBDIVISION 9065**

**REAL PROPERTY** SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

BEING ALL OF LOTS 4, THROUGH 8 AND LOTS 14 THROUGH 20 IN BLOCK 3, AS SHOWN ON THE SUBDIVISION MAP ENTITLED "MARTINEZ OAK KNOLL TRACT", FILED NOVEMBER 22, 1915. IN BOOK 14 OF MAPS, PAGE 292, OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, AND PORTION OF THE RANCHO LAS JUNTAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE CENTERLINE INTERSECTION OF SYCAMORE AVENUE AND SANTA FE AVENUE; THENCE ALONG SAID CENTERLINE, SOUTH 01° 08' 17" WEST, 139.84 FEET; THENCE SOUTH 88° 51' 43" EAST, 25.00 FEET TO THE NORTHWEST CORNER OF LOT 4, SAME POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE SOUTH 89° 14' 00" EAST, 108.00 FEET; THENCE NORTH 01° 08' 17" EAST, 120.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SYCAMORE AVENUE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 89° 14' 00" EAST, 146.95 FEET; THENCE SOUTH 00° 31' 54" WEST, 280.02 FEET TO A POINT ON THE NORTH LINE OF LOTS 1 THROUGH 6 AS SHOWN ON THE SUBDIVISION MAP ENTITLED "SUBDIVISION 7497 – PARKSIDE II", FILED APRIL 3, 1991. IN BOOK 356 OF MAPS, PAGE 10, OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTH LINES OF LOTS 6 THROUGH 1, THE FOLLOWING THREE (3) COURSES: (1) NORTH 89° 13' 42" WEST, 149.91 FEET, (2) SOUTH 01° 08' 17" WEST, 35.00 FEET, AND (3) SOUTH 88° 07' 20" WEST, 108.15 FEET TO THE NORTHWEST CORNER OF LOT 2, SAME POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF SANTA FE AVENUE; THENCE ALONG SAID EAST LINE, NORTH 01° 08' 17" EAST, 200.00 FEET TO THE **POINT OF BEGINNING**.

**CONTAINING** AN AREA OF 62,892 SQUARE FEET, MORE OR LESS.

**ATTACHED HERETO IS A PLAT ENTITLED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART OF.**



VINCENT J. D'ALO

LS 4210



08/29/17  
DATE

# EXHIBIT B

SYCAMORE STREET

N89°14'00"W 280.82'(T)

132.87'

147.95'

P.O.C.

N0°46'00"E  
20.00'

N89°14'00"W 146.95'

GRASSWOOD  
PROPERTIES LLC

APN: 375-311-002

N88°51'43"W  
25.00'

P.O.B.

N89°14'00"W 108.00'

N1°08'17"E 120.00'

LC MARTINEZ PROPERTIES  
2017-072953-00

APN: 375-311-001  
375-311-003

N0°31'54"E 280.02'

HOWE ROAD

SANTE FE AVENUE

N1°08'17"E 409.82'(T)

200.00

N1°08'17"E 200.00'

N1°08'17"E  
35.00'

S89°13'42"E 149.91'

N88°07'20"E 108.15'

N88°51'43"W  
25.00'

T R A C T

7 4 9 7 - 3 5 6 M 1 0  
6

## LEGEND

P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCEMENT  
(T) TOTAL  
BOUNDARY LINE  
ADJACENT PROPERTY LINE



( IN FEET )

1 inch = 50 ft.

MARTINEZ

CONTRA COSTA COUNTY

CALIFORNIA



ALIQOT

Planners  
Civil Engineers  
Surveyors

Aliquot Associates, Inc.  
1390 S. Main St. - Ste. 310  
Walnut Creek, CA 94596  
Telephone: (925) 476-2300  
Fax: (925) 476-2350

Subject BOUNDARY EXHIBIT

Job No. 216038 Scale 1" = 50'

By MM Date 8/25/2017 Chkd. VJD

SHEET 1 OF 2

# THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 12/12/2017 by the following vote:

AYE:  **John Gioia**  
**Candace Andersen**  
**Diane Burgis**  
**Karen Mitchoff**  
**Federal D. Glover**

NO:

ABSENT:

ABSTAIN:

RECUSE:



## Resolution No. 2017/435

### RESOLUTION OF INTENTION TO FORM ZONE 2607 OF COUNTY SERVICE AREA P-6 IN THE UNINCORPORATED COUNTY AREA NEAR MARTINEZ

The Board of Supervisors of Contra Costa County RESOLVES:

1. The Board of Supervisors of Contra Costa County proposes the formation of new zone in the unincorporated Martinez area of County Service Area (CSA) P-6, pursuant to Article 8 of Chapter 2.3 of Part 2 of Division 2 of Title 3 of the California Government Code.
2. The boundaries of the territory to be included in the zone area are described in 'Exhibit A' and shown in 'Exhibit B', both of which are attached hereto and incorporated herein by this reference.
3. The formation of Zone 2607 is proposed to provide the County of Contra Costa with a method of financing an increased level of police protection services to the area within the zone.
4. The proposed zone would provide a level of police protection services that exceeds the level of service outside the zone, and if approved by the voters, the proposed zone would generate additional revenue in the form of special taxes to fund the increase in this level of service.
5. The increase in the level of service would be financed through the levy of a voter-approved special tax on all taxable parcels within the zone.
6. The name proposed for the zone is "Zone 2607" of CSA P-6.

At 9:30 a.m. on January 23, 2018, in the Chamber of the Board of Supervisors, County Administration Building, 651 Pine Street, Martinez, CA 94553, this Board will conduct a public hearing upon the proposed formation of Zone 2607 of CSA P-6.

The Clerk of the Board is hereby directed to give notice of the public hearing by (1) publishing a notice that complies with Government Code Section 25217, subdivision (d)(1), pursuant to Government Code Section 6061; (2) mailing the notice to all owners of property within the proposed zone; (3) mailing the notice to each city and special district that contains, or whose sphere of influence contains the proposed zone; and (4) verifying that the notice is posted in at least three public places within the territory of the proposed zone.

Contact: Jennifer Cruz, (925) 674-7790

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: December 12, 2017

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: June McHuen, Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: January 23, 2018

Subject: HEARING TO CONSIDER ADOPTION OF PROPOSED SPECIAL TAX ORDINANCE AND AUTHORIZE  
ELECTION TO OBTAIN VOTER APPROVAL (DISTRICT V)

---

**RECOMMENDATION(S):**

1. OPEN the hearing to consider adoption of Ordinance No. 2018-01, authorizing the levy of a special tax for police protection services in Zone 2607 of County Service area P-6 in the unincorporated area of Martinez; CONSIDER oral and written comments received; and CLOSE the public hearing.
2. ADOPT Ordinance No. 2018-01, attached hereto.
3. ADOPT Resolution No. 2018/20, attached hereto, authorizing an election in Zone 2607 of County Service Area P-6 to consider approval of Ordinance No. 2018-01.
4. DIRECT the County Clerk, Elections Division, to conduct the election required by Government Code Sections 23027 and 53978. This election shall be held on March 27, 2018.

**FISCAL IMPACT:**

The cost of establishing the Police Service District and election is paid for by the developer of the subdivision.

**BACKGROUND:**

Per the conditions of approval for Subdivision No. 9065 (County File #SD05-9065), prior to recording the final map for the subdivision, the subdivider is required to establish a special Police Services tax district for the purposes of providing additional funding to augment police services in the area of the subdivision.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Jennifer Cruz, (925)  
674-7790

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Rosa Mena

#### BACKGROUND: (CONT'D)

The property to be subdivided and placed within the proposed special tax district consists of a 1.5-acre site located in the unincorporated area of Martinez.

On December 12, 2017, the Board approved Resolution No. 2017/435, as required by Government Code Section 25217, subdivision (b), as the first step in forming a new zone within County Service Area (CSA) P-6 in the unincorporated area of Martinez. The proposed zone would serve as the vehicle to collect special taxes within the boundaries of the zone if a special tax measure is approved by registered voters within the zone area at the March 27, 2018, election.

The Board is scheduled to conduct a separate hearing on January 23, 2018, on the formation of the proposed zone. If the Board determines there is no majority protest to the formation of this new zone, and if the Board adopts Resolution No. 2018/19, establishing CSA P-6, Zone 2607 subject to voter approval of the special tax, the next step in the process is the hearing on the adoption of a special tax ordinance, the adoption of that ordinance and adoption of a resolution submitting the tax measure to the voters.

In this action, the Board is asked to conduct the hearing on, and adopt, the special tax ordinance (Ordinance No. 2018-01), which would authorize the levy of a special tax for police protection services on all taxable parcels in the area of Zone 2607 if a special tax ballot measure is approved by a two-thirds majority of the registered voters in the zone area. Resolution No. 2018/20, the adoption of which is also recommended, sets forth appropriate ballot language, directs the County Clerk, Elections Division, to conduct the aforementioned election as part of the March 27, 2018, election, and supplies appropriate ballot language.

#### CONSEQUENCE OF NEGATIVE ACTION:

The project developer would be unable to comply with the conditions of approval for the project. The developer would be unable to record the final map for the subdivision.

#### ATTACHMENTS

Resolution No. 2018/20

Exhibit A - Legal Description

Exhibit B - Map

Exhibit C - Ordinance No. 2018-01

Resolution 2017/435

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 01/23/2018 by the following vote:

**AYE:** ☐  
**NO:** ☐  
**ABSENT:** ☐  
**ABSTAIN:** ☐  
**RECUSE:** ☐



**Resolution No. 2018/20**

IN THE MATTER OF AUTHORIZING A SPECIAL TAX IN PROPOSED ZONE 2607 OF COUNTY SERVICE AREA P-6

WHEREAS, this Board recognizes the need for increased police protection services in the above subject zone and the difficulty of funding the current or an increased level of services. Government Code Sections 50077 and 53978 establish procedures for voter authorization of a special tax in order to provide additional funding for police protection;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Ordinance No. 2018-01, adopted on this date, is to be presented for approval of the voters of proposed Zone 2607 of County Service Area P-6 at the election to be held on March 27, 2018, according to the following ballot proposition: "Shall Ordinance No. 2018-01, to provide additional funding for police protection services, be approved to authorize a special tax on property located in Zone 2607 of County Service Area P-6 in the unincorporated area of Martinez, at an initial annual amount of \$200 per parcel for single-family, residential parcels, with higher and lower amounts for properties in other use categories identified in the ordinance, commencing with the tax year beginning July 1, 2019?"
2. The Contra Costa County Registrar of Voters is designated as the Election Official for this election, and the County Clerk, Elections Division, is hereby authorized and directed to provide all notices and take all other actions necessary to hold the election described in this resolution including, but not limited to, providing notices of times within which arguments for and against are to be submitted.
3. The County Administrator, or his designee, shall serve as the Eligible Filer for purposes of filing necessary documents with the Elections Official to facilitate listing of the above ballot proposition.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**Contact: Jennifer Cruz, (925) 674-7790**

**ATTESTED: January 23, 2018**

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

**cc:** Rosa Mena



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**FOR POLICE SERVICES DISTRICT FORMATION FOR SUBDIVISION 9065**

**REAL PROPERTY** SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

BEING ALL OF LOTS 4, THROUGH 8 AND LOTS 14 THROUGH 20 IN BLOCK 3, AS SHOWN ON THE SUBDIVISION MAP ENTITLED "MARTINEZ OAK KNOLL TRACT", FILED NOVEMBER 22, 1915. IN BOOK 14 OF MAPS, PAGE 292, OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, AND PORTION OF THE RANCHO LAS JUNTAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE CENTERLINE INTERSECTION OF SYCAMORE AVENUE AND SANTA FE AVENUE; THENCE ALONG SAID CENTERLINE, SOUTH 01° 08' 17" WEST, 139.84 FEET; THENCE SOUTH 88° 51' 43" EAST, 25.00 FEET TO THE NORTHWEST CORNER OF LOT 4, SAME POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE SOUTH 89° 14' 00" EAST, 108.00 FEET; THENCE NORTH 01° 08' 17" EAST, 120.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SYCAMORE AVENUE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 89° 14' 00" EAST, 146.95 FEET; THENCE SOUTH 00° 31' 54" WEST, 280.02 FEET TO A POINT ON THE NORTH LINE OF LOTS 1 THROUGH 6 AS SHOWN ON THE SUBDIVISION MAP ENTITLED "SUBDIVISION 7497 – PARKSIDE II", FILED APRIL 3, 1991. IN BOOK 356 OF MAPS, PAGE 10, OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTH LINES OF LOTS 6 THROUGH 1, THE FOLLOWING THREE (3) COURSES: (1) NORTH 89° 13' 42" WEST, 149.91 FEET, (2) SOUTH 01° 08' 17" WEST, 35.00 FEET, AND (3) SOUTH 88° 07' 20" WEST, 108.15 FEET TO THE NORTHWEST CORNER OF LOT 2, SAME POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF SANTA FE AVENUE; THENCE ALONG SAID EAST LINE, NORTH 01° 08' 17" EAST, 200.00 FEET TO THE **POINT OF BEGINNING**.

**CONTAINING** AN AREA OF 62,892 SQUARE FEET, MORE OR LESS.

**ATTACHED HERETO IS A PLAT ENTITLED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART OF.**



VINCENT J. D'ALO

LS 4210



08/29/17  
DATE

# EXHIBIT B

SYCAMORE STREET

N89°14'00"W 280.82'(T)

132.87'

147.95'

P.O.C.

N0°46'00"E  
20.00'

N89°14'00"W 146.95'

GRASSWOOD  
PROPERTIES LLC

APN: 375-311-002

N88°51'43"W  
25.00'

P.O.B.

N1°08'17"E 120.00'

N89°14'00"W 108.00'

LC MARTINEZ PROPERTIES  
2017-072953-00

APN: 375-311-001  
375-311-003

N0°31'54"E 280.02'

HOWE ROAD

SANTE FE AVENUE

N1°08'17"E 409.82'(T)

200.00

N1°08'17"E 200.00'

N1°08'17"E  
35.00'

S89°13'42"E 149.91'

N88°07'20"E 108.15'

N88°51'43"W  
25.00'

T R A C T

7 4 9 7 - 3 5 6 M 1 0  
6

## LEGEND

P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCEMENT  
(T) TOTAL  
BOUNDARY LINE  
ADJACENT PROPERTY LINE



( IN FEET )

1 inch = 50 ft.

MARTINEZ

CONTRA COSTA COUNTY

CALIFORNIA



ALIQOT

Planners  
Civil Engineers  
Surveyors

Aliquot Associates, Inc.  
1390 S. Main St. - Ste. 310  
Walnut Creek, CA 94596  
Telephone: (925) 476-2300  
Fax: (925) 476-2350

Subject BOUNDARY EXHIBIT

Job No. 216038 Scale 1" = 50'

By MM Date 8/25/2017 Chkd. VJD

SHEET 1 OF 2

ORDINANCE NO. 2018-01  
(Uncodified)

(An Ordinance of the Board of Supervisors of Contra Costa County)  
Authorizing a Special Tax for Police Protection Services in Zone 2607  
of County Service Area P-6

The Contra Costa County Board of Supervisors ORDAINS as follows:

ARTICLE I. PURPOSE AND INTENT. It is the purpose and intent of this Ordinance to authorize the levy of a tax on parcels of real property on the secured property tax roll of Contra Costa County that are within Zone 2607 of Contra Costa County Service Area No. P-6 in order to augment funding for police protection services.

This tax is a special tax within the meaning of Section 4 of Article XIII A of the California Constitution. Because the burden of this tax falls upon property, this tax also is a property tax, but this tax is not determined according to nor in any manner based upon the value of property; this tax is levied on a parcel and use of property basis. Insofar as not inconsistent with this Ordinance or with legislation authorizing special taxes and insofar as applicable to a property tax that is not based on value, such provisions of the California Revenue and Taxation Code and of Article XIII of the California Constitution as relate to *ad valorem* property taxes are intended to apply to the collection and administration of this tax (Article IV of this Ordinance), as authorized by law.

The revenues raised by this tax are to be used solely for the purposes of obtaining, furnishing, operating, and maintaining police protection equipment or apparatus, for paying the salaries and benefits of police protection personnel, and for such other police protection service expenses as are deemed necessary.

ARTICLE II. DEFINITIONS. The following definitions shall apply throughout the Ordinance:

1. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Contra Costa County. For the purposes of the Ordinance, "parcel" does not include any land or improvements outside the boundaries of Zone 2607 of County Service Area P-6 nor any land or improvements owned by any governmental entity.
2. "Fiscal year" means the period of July 1 through the following June 30.
3. Contra Costa County Service Area P-6 Zone 2607 (hereinafter called "Zone") means that portion of unincorporated area of Contra Costa County located within the Zone's boundaries described and shown in Exhibits A and B attached hereto.
4. "Use Code" means the code number assigned by the Assessor of Contra Costa County in order to classify parcels according to use for *ad valorem* property tax purposes. A copy

of the Assessor's use code classifications chart is attached hereto as Exhibit C and incorporated herein.

5. "Consumer Price Index" means the Consumer Price Index for all Urban Consumers (CPI-U) for the San Francisco-Oakland-San Jose Area (1982-84=100) as published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Consumer Price Index is discontinued or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised.

6. "Constant first year dollars" shall mean an actual dollar amount which, in years subsequent to the first fiscal year the tax is levied, shall have the same purchasing power as the base amount in first fiscal year dollars as measured by the Consumer Price Index. The base amount shall be the amount of tax per parcel as specified in Article III 1A herein. The adjustment from actual to constant dollars shall be made by use of the Consumer Price Index, as specified in Section III 1B herein.

### ARTICLE III. AMOUNT AND LEVEL OF TAXES

1. The tax per year on each parcel in the Zone shall not exceed the amount applicable to the parcel as specified below.

A. For First Fiscal Year:

The tax per year for the first fiscal year (July 1, 2019 through June 30, 2020) shall be the Amount of Tax per Parcel for the Property Use Code Category as set forth in Exhibit D incorporated herein.

B. For Subsequent Fiscal Years:

In order to keep the tax on each parcel in constant first year dollars for each fiscal year subsequent to the first fiscal year, the tax per year shall be adjusted as set forth below to reflect any increase in the Consumer Price Index beyond the first fiscal year a tax is levied.

In July, the Board of Supervisors of Contra Costa County shall determine the amount of taxes to be levied upon the parcels in the Zone for the then current fiscal year as set forth below.

For each Property Use Category on Exhibit C, the tax per year on each parcel for each fiscal year subsequent to the first fiscal year shall be an amount determined as follows:

$$\begin{array}{lcl} \text{Tax Per Parcel} & & \\ \text{For Then Current} & = & \text{Tax Per Parcel} \\ \text{Fiscal Year} & & \text{For Previous} \\ & & \text{Fiscal Year} \end{array} \quad \times \quad \begin{array}{l} \text{(Consumer Price Index} \\ \text{for April of Immediately} \\ \text{Preceding Fiscal Year)} \\ \text{(Consumer Price Index} \\ \text{For the first Fiscal Year} \\ \text{Of Levy)} \end{array}$$

In no event shall the tax per parcel for any fiscal year be less than the amount established for the first fiscal year.

2. The taxes levied on each parcel pursuant to this Article shall be a charge upon the parcel and shall be due and collectible as set forth in Article IV, below. A complete listing of the amount of taxes on each Zone shall be maintained by the Sheriff-Coroner of the County of Contra Costa at Martinez, California, and be available for public inspection during the remainder of the fiscal year for which such taxes are levied.

#### ARTICLE IV. COLLECTION AND ADMINISTRATION.

1. Taxes as Liens Against the Property.

The amount of taxes for each parcel each year shall constitute a lien on such property, in accordance with Revenue and Taxation Code section 2187, and shall have the same effect as an *ad valorem* real property tax lien until fully paid.

2. Collection.

The taxes on each parcel shall be billed on the secured roll tax bills for *ad valorem* property taxes and shall be due the County of Contra Costa. Insofar as feasible and insofar as not inconsistent with this Ordinance, the taxes are to be collected in the same manner in which the County collects secured roll *ad valorem* property taxes. Insofar as feasible and insofar as not inconsistent with the Ordinance, the times and procedure regarding exemptions, due dates, installment payments, corrections, cancellations, refunds, late payments, penalties, liens, and collection for secured roll *ad valorem* property taxes shall be applicable to the collection of this tax. Notwithstanding anything to the contrary in the foregoing, as to this tax: 1) the secured roll tax bills shall be the only notices required for this tax, and 2) the homeowner and veterans exemptions shall not be applicable because such exemptions are determined by dollar amount value.

3. Costs of Administration by the County.

The reasonable costs incurred by the County officers collecting and administering this tax shall be deducted from the collected taxes.

#### ARTICLE V. ACCOUNTABILITY MEASURES.

1. Account.

Upon the levy and collection of the tax authorized by this ordinance, an account shall be created into which the proceeds of the tax will be deposited. The proceeds of the tax authorized by this Ordinance shall be applied only to the specific purposes identified in this Ordinance.

2. Annual Report.

An annual report that complies with the requirements of Government Code section 50075.3 shall be filed with the Board of Supervisors of Contra Costa County no later than January 1 of each fiscal year in which the tax is levied.

ARTICLE V. SEVERABILITY CLAUSE

If any article, section, subsection, sentence, phrase of clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of the Zone hereby declare that they would have adopted the remainder of the Ordinance, including each article, section, subsection, sentence phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

ARTICLE VI. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters voting within Zone 2607 in an election to be held on March 27, 2018, so that taxes shall first be collected hereunder for the tax year beginning July 1, 2019. Within 15 days of passage, this Ordinance shall be published once, with the names of the Supervisors voting for and against it, in the Contra Costa Times, a newspaper of general circulation published in this County.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors, County of Contra Costa, State of California, on January 23, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: DAVID J. TWA, Clerk of the Board  
of Supervisors and County Administrator

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

\_\_\_\_\_  
Chair of the Board of Supervisors

[SEAL]

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**FOR POLICE SERVICES DISTRICT FORMATION FOR SUBDIVISION 9065**

**REAL PROPERTY** SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

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**CONTAINING** AN AREA OF 62,892 SQUARE FEET, MORE OR LESS.

**ATTACHED HERETO IS A PLAT ENTITLED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART OF.**



VINCENT J. D'ALO

LS 4210



08/29/17

DATE

# EXHIBIT B

**SYCAMORE STREET**

N89°14'00"W 280.82'(T)

P.O.C.

132.87'

147.95'

N0°46'00"E  
20.00'

N89°14'00"W 146.95'

GRASSWOOD  
PROPERTIES LLC

APN: 375-311-002

N88°51'43"W  
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P.O.B.

N89°14'00"W 108.00'

N1°08'17"E 120.00'

LC MARTINEZ PROPERTIES  
2017-072953-00

APN: 375-311-001  
375-311-003

N0°31'54"E 280.02'

HOWE ROAD

SANTE FE AVENUE

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25.00'

T R A C T

7 4 9 7 - 3 5 6

M 1 0

6

## LEGEND

P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCEMENT  
(T) TOTAL  
BOUNDARY LINE  
ADJACENT PROPERTY LINE



( IN FEET )

1 inch = 50 ft.

MARTINEZ

CONTRA COSTA COUNTY

CALIFORNIA



ALIQOT

Planners  
Civil Engineers  
Surveyors

Aliquot Associates, Inc.  
1390 S. Main St. - Ste. 310  
Walnut Creek, CA 94596  
Telephone: (925) 476-2300  
Fax: (925) 476-2350

Subject **BOUNDARY EXHIBIT**

Job No. **216038** Scale **1" = 50'**

By **MM** Date **8/25/2017** Chkd. **VJD**

SHEET **1** OF **2**



# Exhibit C Zone 2607

REJECT AND CONFIRMATION CODES	USE CODES								RESPONSIBILITY CODES	
	RESIDENTIAL	MULTIPLE	COMMERCIAL	COMMERCIAL	INDUSTRIAL	LAND	INSTITUTIONAL	MISCELLANEOUS		
<b>REJECT CODES</b>	10	20	30	40	50	60	70	80	1 Residential	
0 Normal Sale	Vacant, Unbuildable	Vacant	Vacant Land	Boat Harbors (-4)	Vacant Land	Unassigned	Intermediate Care Facil. (Rehab, Skilled Nursing) (-7)	Mineral Rights (productive/non- productive)		
1 Sold Part of a Split	11 Single Family Duets without Common Areas	21 Duplex	31 Commercial Stores (not Supermarkets)	41 Supermarkets (not in shopping centers)	51 Industrial Park (with structures)	Rural, Residential Improved 1A up to 10A	Churches	Private Roads		2 Multiple Residential
3 Sales With Other Parcels	12 Single Family 1 Res on 2 or More Sites	22 Triplex	32 Small Grocery Stores (7-11, Mom & Pop, Quick-Stop)	42 Shopping Centers (all pds incl vac for future shopping center)	52 Research and Development, with or without structures; flexible use	62 Rural, with or without Misc. Structures 1A up to 10A	Schools & Colleges (public or private, with or without improvements)	Pipelines and Canals		
4 Hidden Stamps	13 Single Family 2 or More Res on 1 or More Sites	23 Fourplex	33 Office Buildings	43 Financial Bldgs. (Ins. & Title Companies, Banks, S & L)	53 Light Industrial	63 Urban Acreage	73 Acute Care Hospitals, with or without imps	83 State Board Assessed Parcels		4 Commercial/ Industrial
5 Investigate Sale										
7 Restricted Sale	14 Single Family On other than Single Family Land	24 Combinations: e.g., Single and a Double, etc.	34 Medical; Dental	44 Motels, Hotels (-4) & Mobile Home Parks (-7)	54 Heavy Industrial (-5) Alpha	64 Urban Acreage 40A and over	74	84		5 Commercial/ Industrial
8 Assumption										
9 No Exemption Change	15 Miscellaneous Improvements, 1 Site	25 Apartments, 5-12 units, inclusive	35 Service Stations; Car Washes; Bulk Plants, Mini Lube	45 Theaters	55 Mini-Warehouse (Public Storage)	65 Orchards, Vineyards, Row Crops, Irrig. Past. 10A up to 40A	75 Fraternal and Service Organiza- tions; Group Homes, Shelters	85 Public and Private Parking		6 Land
U Unrecorded Documents										
NOTE: Reject Codes 0 & 1 "Identify" sales. They do not reject them. Such sales (when confirmed) are used in statistics. Sales with other codes ARE rejected & do not enter into statistics.	16 Misc. Imps. On 2 or More Sites; includes trees & vines	26 Apartments, 13-24 units, inclusive	36 Auto Repair	46 Drive-In Restaurants (Hamburger, Taco, etc)	56 Misc. Imps. Including T&V on Light or Heavy Industrial	66 Orchards, Vineyards, Row Crops, Irrig. Past. 40A & over	76 Residential Care Facil. (Congregate Housing, Assisted Living) (-7)	86 Taxable Municipally-Owned Property (Section 11)	7 Commercial/ Industrial	
<b>CONFIRMATION CODES</b>	17 Vacant, 1 Site (includes PUD sites)	27 Apartments, 25-59 units, inclusive	37 Community Facilities; Recreational; Swim Pool Assn.	47 Restaurants (not drive-in; inside service only)	57 Unassigned	67 Dry Farming, Farming, Grazing & Pasturing 10A up to 40A	77 Cultural Uses (Libraries, Museums)	87 Common Area pds in PUD's (Open Spaces, Rec. Facilities)		8 Residential (Unparcelized Condos)
	18 Vacant, 2 or More Sites	28 Apartments, 60 units or more	38 Golf Courses	48 Multiple and Commercial; Miscellaneous Improved	58 Unassigned	68 Dry Farming, Farming, Grazing & Pasturing 40A & over	78 Parks and Playgrounds	88 Manufactured Hsng. (-4) Accessories, (-7) MH on local property tax Floating Homes (-8)	(88-8 = Floating Homes)	
	Q = PCOR Received C = SQ Received A = ADJ R = SQ Requested X = SVP (Sales Verification Program)	19 Single Family Res, Detached, w/Common Area (normal subdiv. type PUD); Duets w/Common Area	29 Attached PUD's, Cluster Homes, Co-ops, Condos, Townhouses, etc. (-1,-2) Single Fam.	39 Bowling Alleys	49 Auto Agencies	59 Pipeline Rights-Of- Way	69 Agricultural Preserves	79 Government- owned, with or without bldgs (Fed, State, County, City, SFBART, EBRPD)		89 Other; Split parcels in different tax code areas
									90 Awaiting Assignment	

ORDINANCE NO. 2018-01    ZONE 2607

FOR FISCAL YEAR JULY 1, 2019, THROUGH JUNE 30, 2020

**EXHIBIT D**

<b><u>PROPERTY USE CODE CATEGORY</u></b>	<b><u>EXPLANATION</u></b>	<b><u>ANNUAL TAX PER PARCEL</u></b>
11	Single Family Residence – 1 residence, 1 site	\$200
12	Single Family Residence- 1 residence, 2 or more sites	\$200
13	Single Family Residence- 2 residences on 1 or more sites	\$200
14	Single Family Residence – other than single family land	\$200
15	Misc. Improvements – 1 site	\$200
16	Misc. Improvements – 2 or more sites	\$200
17	Vacant – 1 site	\$100
18	Vacant – 2 or more sites	\$100
19	Single Family Residence - Det. w/common area	\$200
20	Vacant – Multiple	\$100
21	Duplex	\$200
22	Triplex	\$200
23	Fourplex	\$200
24	Combination	\$200
25	Apartments (5-12 units)	\$400
26	Apartments (13-24 units)	\$400
27	Apartments (25-59 units)	\$600

28	Apartments (60+ units)	\$800
29	Attached PUDs: Cluster Homes, Condos, Etc.	\$200
30	Vacant – Commercial	\$100
31	Commercial Stores – Not Supermarkets	\$600
32	Small Grocery Stores (7-11, etc.)	\$600
33	Office Buildings	\$400
34	Medical, Dental	\$400
35	Service Stations, Car Wash	\$400
36	Garages	\$400
37	Community Facilities (recreational, etc.)	\$800
38	Golf Courses	\$400
39	Bowling Alleys	\$400
40	Boat Harbors	\$400
41	Supermarkets (not shopping centers)	\$600
42	Shopping Centers	\$800
43	Financial Buildings (Ins., Title, Banks, S&L)	\$400
44	Motels, Hotels & Mobile Home Parks	\$600
45	Theaters	\$600
46	Drive-In Theaters	\$400
47	Restaurants (not drive-in)	\$400
48	Multiple & Commercial	\$400

49	New Car Agencies	\$400
50	Vacant Land (not part of Ind. Park or P. & D.)	\$100
51	Industrial Park	\$800
52	Research & Development	\$400
53	Light Industrial	\$400
54	Heavy Industrial	\$400
55	Mini Warehouses (public storage)	\$600
56	Misc. Improvements	\$400
61	Rural, Res. Improvement 1A-10A	\$200
62	Rural, W/or w/o Structure 1A-10A	\$200
70	Convalescent Hospitals/Rest Homes	\$400
73	Hospitals	\$400
74	Cemeteries/Mortuaries	\$400
75	Fraternal & Service Organizations	\$400
76	Retirement Housing Complex	\$600
78	Parks & Playgrounds	\$800
85	Public & Private Parking	\$400
87	Common Area	\$400
88	Mobile Homes	\$200
89	Other (split parcels in different tax code areas)	\$200
99	Awaiting Assignment	\$200

# THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 12/12/2017 by the following vote:

AYE:  **John Gioia**  
**Candace Andersen**  
**Diane Burgis**  
**Karen Mitchoff**  
**Federal D. Glover**

NO:

ABSENT:

ABSTAIN:

RECUSE:



## Resolution No. 2017/435

### RESOLUTION OF INTENTION TO FORM ZONE 2607 OF COUNTY SERVICE AREA P-6 IN THE UNINCORPORATED COUNTY AREA NEAR MARTINEZ

The Board of Supervisors of Contra Costa County RESOLVES:

1. The Board of Supervisors of Contra Costa County proposes the formation of new zone in the unincorporated Martinez area of County Service Area (CSA) P-6, pursuant to Article 8 of Chapter 2.3 of Part 2 of Division 2 of Title 3 of the California Government Code.
2. The boundaries of the territory to be included in the zone area are described in 'Exhibit A' and shown in 'Exhibit B', both of which are attached hereto and incorporated herein by this reference.
3. The formation of Zone 2607 is proposed to provide the County of Contra Costa with a method of financing an increased level of police protection services to the area within the zone.
4. The proposed zone would provide a level of police protection services that exceeds the level of service outside the zone, and if approved by the voters, the proposed zone would generate additional revenue in the form of special taxes to fund the increase in this level of service.
5. The increase in the level of service would be financed through the levy of a voter-approved special tax on all taxable parcels within the zone.
6. The name proposed for the zone is "Zone 2607" of CSA P-6.

At 9:30 a.m. on January 23, 2018, in the Chamber of the Board of Supervisors, County Administration Building, 651 Pine Street, Martinez, CA 94553, this Board will conduct a public hearing upon the proposed formation of Zone 2607 of CSA P-6.

The Clerk of the Board is hereby directed to give notice of the public hearing by (1) publishing a notice that complies with Government Code Section 25217, subdivision (d)(1), pursuant to Government Code Section 6061; (2) mailing the notice to all owners of property within the proposed zone; (3) mailing the notice to each city and special district that contains, or whose sphere of influence contains the proposed zone; and (4) verifying that the notice is posted in at least three public places within the territory of the proposed zone.

Contact: Jennifer Cruz, (925) 674-7790

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: December 12, 2017

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: June McHuen, Deputy

cc:



**Contra  
Costa  
County**

To: Board of Supervisors  
From: LEGISLATION COMMITTEE  
Date: January 23, 2018

Subject: Proposed 2018 State and Federal Legislative Platforms and 2017 Year-End Advocacy Reports

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**RECOMMENDATION(S):**

1. ACCEPT the Year-End reports on the County's 2017 federal and state legislative advocacy efforts. 2. ADOPT the Proposed Contra Costa County 2018 Federal and State Legislative Platforms. 3. DIRECT the County Administrator's Office to return to the Board of Supervisors, as necessary, to update the County's 2018 Legislative Platforms to reflect intervening legislative actions. 4. DIRECT the County Administrator's Office and department staff to review proposed legislation that relates to the County's adopted legislative platforms and to recommend appropriate positions on specific bills for consideration by the Legislation Committee and/or the Board of Supervisors. 5. AUTHORIZE Board members, the County's federal and state legislative representatives, and the County Administrator, or designee, to prepare and present information, position papers and testimony in support of the adopted 2018 Federal and State Legislative Platforms.

**FISCAL IMPACT:**

No direct impact to the County from the acceptance of the Year-End reports and the adoption of the Legislative Platforms.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☒ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: L. DeLaney,  
925-335-1097

By: , Deputy

cc:

## BACKGROUND:

In January of each year, Year-End reports are submitted to the Board of Supervisors on the County's federal and state legislative advocacy programs and activities for the prior calendar year. At the same time, the Board of Supervisors also considers and acts on the proposed Federal and State Legislative Platforms for the coming year. Year-End reports for 2017 were prepared by the County's federal advocate, Mr. Paul Schlesinger of Alcalde & Fay and by the County's state advocate, Ms. Cathy Christian of Nielsen Merksamer Parrinello Gross & Leoni LLP. The Federal Year-End report is included as **Attachment A**. The State Legislative Year-End report is **Attachment I** **Attachment B**.

## PROPOSED 2018 FEDERAL LEGISLATIVE PLATFORM

Each fall, the County Administrator's Office initiates the development of the coming year's Federal Legislative Platform by inviting members of the Board of Supervisors, Department Heads, key staff, and the Board's advisory bodies, to provide recommended changes or additions to the adopted Platform. The CAO staff also consults with the County's federal advocate, Mr. Paul Schlesinger, on the development of the Platform. In September 2017, stakeholders were invited to provide suggested changes to the Federal Platform in writing.

The Legislation Committee reviewed the Draft 2018 Federal Platform at its December 11, 2017 meeting and voted to recommend its adoption by the Board of Supervisors. The Transportation, Water, Infrastructure Committee (TWIC) also reviewed and approved the transportation-related components of the Platform. Subsequent to the meeting of the Legislation Committee, staff was made aware of policy proposals for the 2018 State and Federal Platforms that were recommended by the County Librarian, Melinda Cervantes. The library related policy proposals have been included in the 2018 Proposed Platforms.

The Proposed 2018 Federal Platform in a redline version (showing changes from 2017) is **Attachment C** and a clean-copy version is **Attachment D**. Changes to the Platform from previously adopted versions are indicated in **yellow highlight**. The significant amendments to the 2017 adopted Federal Legislative Platform that are proposed include the following:

## FEDERAL FUNDING NEEDS

Two projects have been proposed for deletion from the list due to the identification of other revenue sources for local needs. However, a policy statement from Public Works has been proposed for inclusion: *With respect to any proposed federal Infrastructure bill, the County would support legislative language that includes infrastructure projects for all elements of stormwater: regional scale flood protection infrastructure (usually operated by flood control districts), local scale storm drain pipes (operated by cities and counties), storm water quality treatment facilities (operated by cities and counties), and groundwater recharge (often operated by special districts, but also cities and counties).*

The projects proposed for deletion are:

1. Emergency Operations Center (EOC) - \$350,000,000 for state and local efforts to sustain and enhance the effectiveness of their emergency management programs for all hazards preparedness.
3. Safe and Bright Futures for Children Exposed to Domestic Violence and Trauma – \$400,000 to implement the federally funded plan to diminish the damaging effects of domestic violence, and exposure to early trauma on children and adolescents and to stop the cycle of intentional injury and abuse.

## FEDERAL TRANSPORTATION NEEDS

There is a proposed project description revision to #4 (formerly eBART Extension Next Phase Study/ Environmental and Engineering), now called Brentwood Intermodal Transit Center (BITC): **Project to improve access, and advance design and development of a transit center located in Brentwood, and serving Oakley,**

southeast Antioch, Discovery Bay and Brentwood. The BITC is proposed for Highway 4 between Lone Tree Way and Sand Creek Road and would be served initially by Tri Delta Transit. Access would be provided via an extension of Heidorn Ranch Road, and the multimodal Mokelumne Trail. A possible future extension of eBART from the Antioch Station would be considered later.

Additional text changes are incorporated in the Proposed Platform for the most up-to-date project cost and description information, including to the Surface Transportation Program/Highway Bridge Funding, as follows:

In addition to the funding levels, the County also supports regulation changes that permit direct funding to local jurisdictions, bypassing the Federal Highway Administration and Caltrans Local Assistance. The goals of these changes are to:

- Get federal transportation funding into the community as soon as possible to create and preserve jobs, both in the private sector and the public sector, in America;
- Maximize purchasing power by eliminating the burdensome additional administrative process and cost associated with multiple layers of government between funding and construction of shovel ready improvement and maintenance projects; and
- Fund the critical first and last part of each journey of goods, people, and services--local roads of America--providing certainty for businesses and laying the foundation for lasting economic growth.

## **POLICY POSITIONS**

The following policy positions are proposed for the 2018 Federal Platform. New policy subjects are identified as "new."

***(New) Aging and Adult Services*** – Contra Costa County administers grants through the Area Agency on Aging (AAA). Through public and nonprofit agency contracts, the AAA provides many services annually for elderly county residents, including group (congregate) meals, rides to congregate meal sites, nutrition education sessions, home delivered meals, legal assistance, long term care ombudsman services, in home and respite registry services, home visiting and adult day care, family caregiver support, assessments for fall prevention and fall prevention exercise classes. The Older Californians Act provides Title III grants for community services and nutrition.

The County will advocate for the following federal actions: a. OPPOSE the elimination or reduction of funding for the Older Americans Act and Programming. b. OPPOSE the elimination or cuts to the Elder Justice Act. The Elder Justice Act, as part of the Patient Protection and Affordable Care Act, provides federal resources to “prevent, detect, treat, understand, intervene in and, where appropriate, prosecute elder abuse, neglect and exploitation.” c. OPPOSE elimination and funding cuts to the Senior Community Service Employment Program, which is the nation’s oldest program that helps low-income, unemployed individuals aged 55+ years find work.

### ***Child Care:***

- OPPOSE block granting Head Start and Early Head Start programs.
- SUPPORT new comprehensive proposals that would enhance funding and development of early care and education infrastructure, including increasing supports, services, and increased compensation for the early education workforce.
- SUPPORT efforts that increase access to home visiting programs that are designed and implemented to support families in providing an environment that promotes healthy growth and development of young children.

### ***Child Welfare and Well-being***

- Modify the Federal Title IV-E Foster Care eligibility income standard from the current 1996 AFDC Federal Poverty Level (100% FPL) to be in line with (and follow) the Medicaid 138% FPL standard.
- OPPOSE the elimination or cuts to the Social Services Block Grant and the Adoption Assistance Program.



**(New) Deferred Action for Childhood Arrivals** – OPPOSE legislation and administrative actions to repeal DACA (Deferred Action for Childhood Arrivals) as well as legislation and administrative efforts that target individuals due to their color, religious affiliation or national origin.

## **Health**

OPPOSE efforts to repeal the Affordable Care Act or to replace it with any proposals that represent significant, permanent structural alterations to current subsidized segments of the health care system. This would include proposals that would convert Medicaid enrollee categories to a per-capita cap model, thereby establishing hard federal funding caps for state Medicaid programs. These proposals could force the state to make cuts of its own to offset the loss of federal funding. Contra Costa's entire Medi-Cal (Medicaid) population of approximately 250,000 people, including 90,000 children, could be affected as a result.

OPPOSE new block-granting proposals, harsh cuts, or proposals that will significantly and/or permanently shift the structure of health and human service funding and programming that would lead to the restriction or elimination of safety-net programs. Reductions in federal human services funding and programming severely limits critical support for our community and state. Block grants often lead to decreases in funding that forces states to limit benefits for families, cap enrollment, and establish waitlists. These restrictions result in families who need these supports and services, not being able to access them, possibly leading them into deeper poverty and distress.

OPPOSE federal legislation and administrative efforts to eliminate or reduce funding for essential public health services, inclusive of funding for immunization, HIV/Ryan White, Communicable Disease and Tuberculosis Control, Hansen's Disease, Teen Pregnancy, Public Health Preparedness and Maternal Child Health Funding.

SUPPORT reauthorization of funding for HIV/Ryan White Care, Maternal Child Health Funding including Maternal Infant Early Childhood Home Visiting (MIECHV), and CHIP (Children's Health Insurance Program).

**(New) Interpersonal Violence** – Interpersonal violence, often referred to as intimate partner violence, domestic violence or battering, is a pattern of behavior used to establish power and control over another person through fear and intimidation, often including the threat or use of violence. The abuse can take several forms: physical, emotional, sexual, and economic as well as threats, stalking/surveillance, isolation and intimidation. Although women are more likely to be targeted, anyone can be a victim of interpersonal violence including those in the LGBTQ communities, men, disabled persons, seniors, and elders. The County will advocate for the following federal actions:

- OPPOSE any and all funding cuts, including but not limited to elimination of grant programs for violence prevention, human/labor trafficking, victim services, and/or issues related to interpersonal violence. In addition to OPPOSING any threats to cut or eliminate Department of Justice federal grants related to the Violence Against Women Act.
- SUPPORT efforts that increase access to cultural responsiveness and language support for victims of crime.
- SUPPORT efforts that promote collaboration and coordination across systems; including the sharing of confidential or protected information in multidisciplinary team settings in order to increase support for survivors.
- SUPPORT the sustainment and implementation/practice of the Hostile Environment Harassment and Liability for Discriminatory Housing Practices under the Fair Housing Act that protects housing access for victims of harassment and survivors of domestic violence.
- SUPPORT efforts to protect employment rights for survivors of interpersonal violence.
- SUPPORT efforts that promote training, capacity building and deeper understanding for students, educators and social service staff on trauma informed care, adverse childhood experiences, healthy workplaces and schools.

**(New) Library Support** – The County will support funding for the Institute of Museum and Library Services (IMLS), the primary source of federal support for the nation's approximately 120,000 libraries and 35,000 museums and related organizations. In recent years California has received more than \$16M statewide. IMLS is the federal agency that distributes funds to state libraries who in turn fund statewide initiatives and competitive

Library Services and Technology Act (LSTA) grants to public libraries. IMLS was at risk of being eliminated for FY'18 and may face a similar threat again. The Contra Costa County Library has received funding for Discover & Go, War Ink, STEAM, Career Online High School (COHS) scholarships, and numerous other programs and services over the years.

**(New) Low Income Home Energy Assistance Program (LIHEAP)** - LIHEAP helps low-income families pay their heating bills. LIHEAP is a grant that offers assistance in the form of a cash grant, sent directly to the utility company, or a crisis grant for households in immediate danger of being without heat. Weatherization Assistance Program (WAP) enables low-income families to reduce their energy bills by making their homes more energy efficient. Funds are used to improve the energy performance of dwellings families in need, using the most advanced technologies and testing procedures available in the housing industry. The County will advocate for the following federal actions:

- **OPPOSE** elimination and reduction in funding for the LIHEAP and WAP programs.

**(New) Preservation of the federal deduction on State and Local Taxes (SALT)**--The County opposes repeal of the federal income tax deduction on State and Local Taxes (SALT). Since 1913, the SALT deduction has been a deduction available to taxpayers in recognition that the portion of income deducted was spent on state and local public services such as public safety and transportation. In modern history, the SALT deduction has had a strong correlation to the mortgage interest deduction. This is because most homeowners pay property taxes on real property owned in their State, which are subsequently deducted using the SALT deduction on federal income taxes. For this reason, the SALT deduction can be viewed as a valuable financial benefit of homeownership. Repeal of the SALT deduction and the corresponding reduction in financial benefit of homeownership, could lead to a change in market prices of homes to “price in” the loss of the SALT deduction to homeowners. In California, ad valorem property taxes, which provide general purpose revenue to local governments, including cities and counties, is based on the assessed value of, among other things, residential homes. Should a repeal of the SALT deduction lead to a corresponding reduction in home values, local governments in California would be negatively impacted by reduced home values.

**Public Housing Programs** -- Preserve the availability of tax-exempt Private Activity Bonds which are the most common form of financing of affordable multi-family housing projects.

**Supplemental Nutrition Assistance Program (SNAP)** -- **SUPPORT** efforts that would allow people to apply for CalFresh while incarcerated.

**Temporary Assistance for Needy Families** –

- **SUPPORT** policies that do not penalize work and movement towards financial stability. Families who are working and receiving modest cash assistance grants to supplement low earnings should not be subject to the federal time limit on assistance. Running the time limit clock while a parent is working and receiving such supplements means both that a family could lose assistance when it has exhausted its time-limited benefits and not be able to receive additional assistance if the parent loses his/her job. TANF should send a strong message to recipients that “work pays” – running the clock while a family is working undermines this message.
- Allow temporary exemptions from time limits and work requirements for families confronting severe employment barriers - including living in an area of high unemployment or are victims of abuse.
- Reauthorize and increase the TANF Block Grant. The allocation of the block grant has not increased since 1997. Support funding TANF annually by an amount commensurate with the rate of inflation to ensure that the program’s actual value does not decrease each year.

**Workforce Development** – The County will **OPPOSE** cuts to WIOA funding and programming.

Each fall, the County Administrator's Office initiates the development of the coming year's State Legislative Platform by inviting members of the Board of Supervisors, Department Heads, key staff, as well as the Board's advisory bodies and the public, to provide recommended changes or additions to the current adopted Platform. In September, all were invited to provide suggested edits to the State Platform in writing. Staff also consults with the County's state advocate, Ms. Cathy Christian, Mr. Ben Palmer, and Mr. James Gross, and reviews the proposed legislative platforms of the Urban Counties Caucus (UCC) and the California State Association of Counties (CSAC) for consistency.

The County's Legislation Committee (Chair Burgis and Vice Chair Mitchoff) reviewed and approved a Draft 2018 State Legislative Platform at their meeting on December 11, 2017, with modifications as directed. A redline version of the Proposed 2018 State Legislative Platform is **Attachment E**, and a clean version of the Proposed 2018 State Platform is **Attachment F**.

The significant amendments to the 2017 State Platform for the Proposed 2018 State Platform include the following:

### **COUNTY-SPONSORED LEGISLATION**

For 2018, the following County-sponsored bill will be pursued:

#### ***West Contra Costa Healthcare District (SB 522, Senator Glazer)***

Given the District's limited funding and change in operations, legislation that would allow the Board of Supervisors to appoint the District's governing body is necessary and appropriate. It would eliminate the cost of elections and foster collaboration between the District and the County as these two public agencies work together to meet the medical needs of District residents. On August 1, 2017, the Board of Supervisors authorized the County Administrator to seek legislation to change the District's Board of Directors from an elected board to one appointed by the Board of Supervisors. The District's governing body also supports this change. A bill has been introduced to accomplish this, SB 522, and will be considered in January 2018.

### **LEGISLATIVE/REGULATORY ADVOCACY PRIORITIES**

No changes to the nature or order of legislative priorities are proposed for 2018. However, a text change is proposed for Priority 1: State Budget, to recognize the anticipated impact of the State-imposed changes to the In-Home Supportive Services (IHSS) program.

### **STATE PLATFORM POLICY POSITIONS**

#### ***Climate Change***

Add: Policy #20: SUPPORT efforts to expand eligible expenditures of the Greenhouse Gas Revenue Fund to investments in accessible transit/transportation systems (serving seniors, disabled, veterans) which result in more efficient (shared trips, increased coordination) service and corresponding reductions in greenhouse gas production. This policy is in support of the accessible transit/transportation initiatives discussed during the Measure X and 2017 Countywide Transportation Plan approval, and is consistent with the "Accessible Transportation" report provided to the Board of Supervisors in September 2017 which documented the need for substantial investment to make improvements in this field. The September 2017 report established that the County is not unique in this situation; these issues are widespread which justifies a statewide/nationwide legislative approach.

Add: Policy #24: As California and the East Bay region experiences more frequent and prolonged periods of extreme heat, extreme heat will impact human health, demand on health services, potable water, agriculture, vectors, wild fires, and demand on electricity. SUPPORT funding and infrastructure to help protect vulnerable communities and populations as the mean temperature of the region steadily increases due to global climate change.

## ***General Revenues/Finance***

Add: Policy #61: OPPOSE the establishment of specific or stricter standards for the use of personal services contracts by counties, that would make contracting with community-based organizations more difficult for counties.

## ***Health Care***

In addition to numerous text changes, the addition of the following policies are proposed:

86. SUPPORT legislation and administrative actions that further align a statewide regulatory framework for the commercial cannabis industry and that continue to authorize local jurisdictions to adopt more restrictive measures to protect the health, safety and welfare of their residents.

110. SUPPORT legislation that extends the restrictions and prohibitions against the smoking of, and exposure to, marijuana products in various places, including, but not limited to, places of employment, school campuses, public buildings, day care facilities, multi-family housing, health facilities, alcohol and other drug treatment facilities, and homeless shelters; further prohibit marijuana edibles to prevent youth/children access to harmful products; restrictions on advertising of marijuana products targeting youth and near places frequented by youth or alcohol and other drug treatment facilities.

111. SUPPORT funding, legislation, policy, and programs that would accomplish the following: a. create an effective crisis response system of services for persons experiencing homelessness, particularly families and transition-age youth; b. increases permanent housing with services for persons experiencing or at-risk of homelessness with a chronic disability; and c. protects and expands the availability of affordable housing, particularly for the Very Low and Extremely Low Income population.

## ***Human Services***

Human Services was reorganized into the following categories: Aging and Adult Services, Safety Net Programs, Early Care and Education, Child Welfare, and Violence Prevention. New policy proposals include the following:

124. SUPPORTS efforts to allow counties to use alternative reassessment approaches, including but not limited to telephonic reassessments, that would be applied to customers rated low on the Functional Index Rating Scale.

125. SUPPORT efforts that focus on dependent adult and elder abuse prevention including, but not limited to, providing respite for caregivers.

126. SUPPORT efforts that identify, eliminate and prevent in-home neglect of the elderly and dependent adults; and scams and fraud (internet and otherwise) targeted at the elderly and dependent adults.

127. SUPPORT efforts that would require the California Department of Social Services to translate all state-provided materials used by In-Home Support Services providers into the statewide threshold languages: English, Spanish, Armenian, and Chinese.

128. SUPPORT efforts that would help to stabilize and provide short-term housing supports for at-risk Adult Protective Services clients.

129. SUPPORT legislative efforts that would enhance confidentiality of DMV records for Adult Protective Services social workers (a practice already in place for Child Protective Services social workers).

145. SUPPORT efforts for a more flexible framework that allows the state to supplement CalFresh benefits if federal assistance is insufficient or unavailable. Recent natural disasters have underscored the need for a more permanent framework for the state to respond.

146. SUPPORT continuous investment in the California Earned Income Tax Credit (CalEITC) and efforts to increase access to California Earned Income Tax Credit, including increase in tax credit.

147. SUPPORT the expansion of benefits and services for immigrants, refugees, and asylum seekers.

148. SUPPORT providing funding for graduation bonuses for non-pregnant/parenting CalWORKs students who obtain a high school diploma/equivalent.

149. SUPPORT shared housing efforts to secure permanent housing assistance for CalWORKs participants.

163. SUPPORT efforts to that would establish/allow the enrollment of 2.9 year olds in the California State Preschool Program.

164. SUPPORT alignment of family eligibility for subsidized child care with cost of living adjustments and higher minimum wage rates.

165. SUPPORT the restoration of State Quality Child Care Funds which funds the Local Child Care Planning Council.

166. SUPPORT the increase in flexibility of child care contracts with the California Department of Education that would allow voluntary transfer of funds to occur outside of November and May months.

167. SUPPORT efforts to raise wages for the early care and education workforce (such as child care workers, preschool/infant-toddler teachers).

168. SUPPORT efforts that encourage access to early education home visiting programming - supporting families in providing an environment that promotes healthy growth and development of their young children.

173. SUPPORT legislative efforts that would amend the definition of “relative” as applied to state funded Kinship Guardianship Assistance Payments (Kin-Gap) to be consistent with the federally funded Kin-Gap. This will allow all Kinship guardianship cases to be treated uniformly and allow more families to experience independence, normalcy and other benefits of permanence as legal guardians.

175. SUPPORT efforts to expand California Earned Income Tax Credit (Cal-EITC) eligibility to former foster youth under age 25 years.

176. SUPPORT efforts that would create state Homeless Youth Housing Program grants fund to establish or expand programs that provide specified housing assistance and supportive services to homeless youth.

181. SUPPORT efforts to increase training on human trafficking (with a specific focus on labor trafficking) for law enforcement and others involved in criminal investigations.

182. SUPPORT efforts that seek to specialize and build expertise for designated staff and systems (such as developing a commercially sexually exploited youth court or creating human trafficking units) to better support survivors of human trafficking.

183. SUPPORT efforts that differentiate risk and provide differential response for both victims of domestic violence and sex crimes and offenders of domestic violence and sex crimes.

184. SUPPORT efforts to increase language access and cultural responsive services for survivors of interpersonal violence.

185. SUPPORT efforts that foster collaboration across protective and criminal systems which allow for facilitation of cross-reporting of interpersonal violence.

186. SUPPORT efforts to increase cross-agency and cross-system collaboration on human trafficking and domestic violence cases including the sharing of confidential or protected information in multidisciplinary team settings in order to increase support for survivors.

187. SUPPORT efforts that promote training, capacity building and deeper understanding for students, educators and social service staff on trauma informed care, adverse childhood experiences, healthy workplaces and schools.

188. SUPPORT efforts that ensure survivors of interpersonal violence feel safe to access services.

### ***Land Use/Community Development***

The following policy proposal was submitted by the Hazardous Materials Commission:

210. SUPPORT legislation that funds programs to remediate brownfield sites in the County and modifies existing programs to make implementation easier or apply more broadly. Specifically:

- Consider modification to the Cleanup Loans and Environmental Assistance to Neighborhoods (CLEAN) program that would simplify the approval process for applications;
- Broaden the criteria for sites that are eligible for California Land Reuse and Revitalization Act (CLRRRA) to include all sites that are listed by the State or Federal Government as contaminated; and
- Fully fund the California Recycle Underutilized Sites (CALReUse) program.

### ***Transportation***

In addition to text changes, the following additional policies are proposed:

246. OPPOSE efforts to condition or link the distribution of transportation funds to a jurisdiction's production of housing relative to RHNA (Regional Housing Needs Allocation).

247. SUPPORT administrative or legislative mechanisms that facilitate coordination between transportation agencies and utilities relative to expediting construction projects. *Without willing and proactive coordination, transportation projects are subject to delays and substantially increased costs. These costs are borne by the taxpayers.*

### ***Workforce Development***

262. SUPPORT efforts to include marginally attached workers, including discouraged workers, and involuntary part-time workers more formally in the California Workforce Investment Act. (*Marginally attached workers are persons not in the labor force who want and are available for work, and who have looked for a job sometime in the prior 12 months (or since the end of their last job if they held one within the past 12 months), but were not counted as unemployed because they had not searched for work in the 4 weeks preceding the survey. Discouraged workers are a subset of the marginally attached.*)

## **ATTACHMENTS**

Attachment A: 2017 Federal Advocacy Year-End Report

Attachment B: 2017 State Legislative Advocacy Year-End Report

Attachment C: Proposed 2018 Federal Platform--redlined

Attachment D: Proposed 2018 Federal Platform

Attachment E: Proposed 2018 State Platform--redlined

Attachment F: Proposed 2018 State Platform



## ALCALDE &amp; FAY

GOVERNMENT &amp; PUBLIC AFFAIRS CONSULTANTS

January 11, 2018

**To:** David Twa, County Administrator  
Lara DeLaney, Senior Deputy County Administrator

**From:** Paul Schlesinger  
Anne Cullather  
Perrin Badini

**Re:** 2017 Federal Year End Report

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Despite an increasingly partisan and immobilized Congress, and the continuing restrictions on earmarks, we are pleased to report significant progress on several fronts important to Contra Costa County.

**Army Corps Projects**

Funding was obtained for water resources projects that are high on the County's priority list. In the years since Congress imposed an earmark ban on itself, there are two ways to secure Army Corps funding for local priorities: (1) work with the Administration to have it budgeted in the Administration's budget request, with such amounts routinely approved by Congress, and (2) utilizing provisions funded in appropriations bills that provide additional, unallocated funding for the Army Corps, with instructions that the Corps itself determine how these additional monies are spent as part of a work plan to be submitted to Congress.

We were pleased to work with you in securing, as part of the Army Corps work plan prepared for FY '17 and released in May, an additional \$50,000 for the San Francisco Bay to Port of Stockton project, to rescope the General Reevaluation Report; \$1.82 million for San Pablo Bay/Mare Island Strait (in addition to the \$2.025 million initially requested by the Administration); and \$30,000 for the Suisan Bay Channel (in addition to the \$4.031 million initially requested by the Administration).

With regard to FY '18, the federal government is now operating pursuant to a Continuing Resolution (CR) through January 19. At this point, most observers believe that Congress will pass another CR prior to the 19<sup>th</sup> to keep the government running for an additional period of time while it tries to work out a budget for FY '18 (which is now over one-quarter over) with programs operating at generally the same funding levels as in FY '17.



While the House and Senate committees reported out their appropriations bills for the Army Corps of Engineers, with funding levels for specific projects reflecting those requested by the Administration, these bills, and the individual project amounts, have not been approved.

Neither the Senate or the House has been able to take individual Appropriations bills to the Floor because of their inability to reach agreement on an overall budget plan. Because of this, any appropriations bills brought to the floor of either chamber could only contain much lower funding levels than most Members feel are required.

For our projects, the amounts included in the Senate and House appropriations bill are as follows:

San Pablo Bay and Mare Island Strait:	\$5.075 million (up from \$2.025 million)
Suisun Bay Channel:	\$7.8 million (up from \$4.031 million)

We are working now to secure/increase funding for our Corps projects as part of the FY '18 work plan, as well as having them included in the President's budget request for FY '19. Toward this end, draft letters have been distributed to our Congressional delegation to send to the Army Corps and Office of Management and Budget.

It is certainly worth noting that while the support of Senator Boxer has been missed (she served as the Chair and/or ranking Democrat on the Senate Committee with legislative jurisdiction over the Corps), Congressman DeSaulnier now serves on the House Committee on Transportation and Infrastructure, which has this same jurisdictional authority in the House. Senator Harris was initially assigned to the Senate Environment and Public Works Committee, the panel led by Senator Boxer. She left that position just last week, however, to assume a seat on the Senate Judiciary Committee left vacant with the resignation of Senator Franken.

### **Advocacy related to the Sacramento-San Joaquin Delta**

We have been pleased to work extensively with County officials and staff in advocating before the federal government to achieve the County's objectives with regard to the Delta. These efforts have generally been in conjunction with other federal advocates working on behalf of their clients; the other members of the Delta Counties Coalition (DCC). Moreover, we have assisted the County in playing a lead role within the DCC on developing and implementing Delta strategies as they relate to the Army Corps of Engineers.

Of particular note in 2017, when some in the DCC seemed to want to focus on promoting the development of new water resources, we worked with County staff to try and assure that the DCC keeps as its priority focus the defeat of the WaterFix. We also worked with staff to assure that the DCC continued to vigorously oppose the San Luis Drain settlement.

During the May DCC trip to Washington, which representatives from the County were unable to join, we attended virtually all of the meetings (there were instances where the schedule demanded that the group split with each person attending only one meeting and missing one conflicting meeting), made sure the County's interests were articulated, and reported back to the County with notes on the entire agenda. In preparation for the trip, we worked with the other DC representatives to help coordinate scheduling for the DCC and arranged many of the meetings that were scheduled with Congress and the Executive Branch.

We have certainly been the lead among DCC advocates with regard to work not just with the Army Corps and the Office of Management and Budget but with the House Committee on Transportation and Infrastructure, the Senate Committee on Environment and Public Works, the Senate and House Appropriations Committees, our Senators, and Congressmen DeSaulnier, McNerney, Thompson, Swalwell, and Huffman.

### **Funding for Mount Diablo Mercury Mine Clean-up**

We continued to work this year toward securing federal funding in the amount of \$483,000 for clean-up of the Mount Diablo Mercury Mine. Given the current moratorium on earmarks, we recognized that it would not be possible to secure a line-item appropriation for this important project. But, with the language that we had worked to include in the Statement of Managers accompanying a previous Water Resources Development Act (WRDA), specifically directing the Army Corps to give priority consideration to the Mount Diablo Clean-up when allocating funds made available for the Remediation of Abandoned Mine Sites program (RAMS), we also recognized that any funding made available in Appropriations bills for the general RAMS program is almost certain to be provided for our project.

We are pleased that the Senate Appropriations bill, at the County's request, includes again \$2 million for the RAMS program, despite the fact that no such funds were requested by the Administration. Senator Feinstein, in her role as ranking Democrat on Senate Appropriations Subcommittee on Energy and Water Development, has been the champion in securing funding for this program. Her staff has been quite explicit in telling us that the funding is intended to assist with our project. In separate and ongoing discussions that County staff and I had during last year with Corps staff responsible for implementing this program, we understand their intent to make available for our project such funds as might be necessary and timely for its moving forward. So, it would appear that there will be sufficient funds to allow the Corps to provide the \$483,000 we require for Mount Diablo at such time as we are ready to use it.

### **Other Advocacy Projects**

From the County's extensive legislative program, we were asked to focus particularly on several appropriations issues. This was an unusual year with regard to the appropriations process, as the FY '17 appropriations bills were not finalized until May, the same month the President released his budget proposal for FY '18 (usually submitted

to Congress in February), subsequent to the time when our requests had to go to the Hill. And, indeed, appropriations bills for FY '18, the fiscal year which began on October 1, have yet to be enacted. Separate appropriations measures have made various degrees of progress in the Senate and House and some pertinent amounts in the pending appropriations bills for programs of interest to the County can be identified – as measures of our progress - as follows:

➤ **Defending Childhood/Children Exposed to Violence Program**

Request = \$23 million in the Commerce, Science and Justice (CJS) Appropriations Bill (equal to President Obama's final budget request). The President's budget request, and both House and Senate CJS bills, effectively consolidated this appropriations account within the Consolidated Youth Oriented Program; however, our request reflected the previous Administration's commitment to the underlying program and request for additional resources.

- Senate: The CJS appropriations bill approved by Committee does not provide any specific funding for this initiative, but includes \$11 million for the Consolidated Youth Oriented Program which is the same as the FY '17 enacted level and the President's request.
- House: The CJS bill approved by the House does not provide any specific funding for this initiative, but includes \$11 million for the Consolidated Youth Oriented Program which is the same as the FY '17 enacted level and the President's request.

➤ **Emergency Management Performance Grant (EMPG)**

Request = \$350 million in the Homeland Security (DHS) Appropriations Bill

- Senate: The DHS appropriations bill approved by Committee would provide \$350 million for the EMPG program, which is equal to the FY '17 enacted level and the President's request.
- House: The DHS appropriations bill approved by the House would provide \$350 million for the EMPG program, which is equal to the FY '17 enacted level and the President's request.

➤ **Community Development Block Grants (CDBG)**

Request = \$3.3 billion in the Transportation, Housing and Urban Development (T-HUD) Appropriations Bill

- Senate: The T-HUD appropriations bill approved by Committee would provide \$3 billion for this program, the same as the FY '17 enacted level.
- House: The T-HUD appropriations bill approved by the House would provide \$3 billion for this program, the same as the FY '17 enacted level.

➤ **Institute of Museum and Library Services (IMLS)**

Request = \$231 million in the Labor, Health and Human Services, and Education (L-HHS-ED) Appropriations bill, consistent with previous year's funding.

- Senate: The L-HHS-ED appropriations bill approved by Committee would provide \$235 million for the IMLS, \$4 million more than the FY '17 enacted level.
- House: The House L-HHS-ED Appropriations bill approved by the House provides \$231 million, the same as the FY '17 enacted level.

Congressional leadership and the White House are working to reach an agreement on a broader budget deal to increase discretionary spending caps in each of fiscal years 2018 and 2019. Once a budget deal is reached, the FY '18 appropriations bills are expected to be approved in short order in a catch-all omnibus spending package.

In addition to managing the issues on the County's legislative platform, and given the dynamic nature of events in Washington, we have also brought various matters of interest to the County's attention and assisted the County when new matters surfaced that required attention or communication with our delegation. Below are a few examples that illustrate the breadth of our support for the County:

- Notified County of efforts to convert Medicaid to a block grant program whereby new caps were estimated to result in a reduction of approximately \$880 billion in federal Medicaid spending over the next 10 years.
- Notified County of potential developments related to tax reform efforts including those impacting state and local tax deductions and tax-exempt status of municipal bonds.
- Updated County on developments related to new policies for recipients of Department of Justice (DOJ) grants, in some cases requiring compliance with federal immigration policies prior to receiving grant funding.
- Notified County of developments related to climate change programs.

Activities such as these certainly contribute to the long-held perception around Capitol Hill and elsewhere in Washington that Alcalde & Fay serves as the County's office here in town; a place that these offices can call, trusting that they will be communicating, if through an agent, with appropriate County officials.

As always, it has been a privilege to represent the County with its efforts as they relate to the federal government. We would be pleased to elaborate on any aspect of this work, and look forward to continuing work on your behalf in the year ahead.

To: David Twa  
Lara Delaney  
Contra Costa County

From: Cathy Christian  
Benjamin Palmer

Date: December 1, 2017

Re: **2017 Legislation and Legislative Issues**

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In the early hours of the morning of September 16<sup>th</sup>, both houses of the California State Legislature adjourned the first year of the 2016-2017 legislative session. As is typical of the end of session in Sacramento, the legislature wrestled with a few incredibly important issues until the very last moment. When the dust settled, along with approving and sending Governor Brown hundreds of bills, they managed to concur on a few issues that had remained unresolved from the 2015-2016 session. Along with approving a long awaited \$4 billion housing bond for the November General Election Ballot, they passed a \$4 billion parks and water bond for the June 5<sup>th</sup> Statewide Primary Election Ballot and SB 54 (dé Leon), the so called “Sanctuary State” bill. Also, in a major victory for California local governments, a months long campaign by mostly local government entities and non-profits was able to force the brakes on AB 1250 by Assemblyman Jones-Sawyer, that would have dramatically changed and complicated the way local governments establish personal services contracts.

### **And so it began...**

2017 started out on some rocky footing. Governor Brown’s initial budget offering included a \$4.4 billion IHSS cost shift to counties. To make matters worse, his proposed budget included no revenues to pay for the added costs to counties. Counties were also dealt another significant blow as the Governor’s budget also outlined an end to the IHSS MOE as a result of the discontinuation of the Coordinated Care Initiative. The resulting \$625 million cut, combined with the IHSS cost shift set the stage for a very busy year. It is also worth mentioning that the 2015-2016 legislative session ended without resolution on three of California’s biggest issues/priorities, addressing California’s affordable housing crisis, its chronic homelessness problem and the critical need for repair of California’s local roads and streets. 2017 was going to be a year of challenges for both the Legislature and California’s local governments.

Just a few weeks later, on January 24<sup>th</sup>, in front of a joint session of the legislature, Governor Brown swore in the State's 33<sup>rd</sup> Attorney General, Xavier Becerra. Becerra was appointed by the Governor to fill the void left by Kamala Harris, who was elected to fill outgoing Senator Barbara Boxer's seat. Becerra's congressional seat (CD 34) was filled by then Assemblyman, Jimmy Gomez. Gomez' 51<sup>st</sup> Assembly District seat remains vacant, and is currently contended by an incredibly crowded field of more than a dozen, mostly Democratic, candidates. In his brief tenure, Becerra has already waded into high profile battles with the Trump Administration on U.S. – Mexico Border Wall construction, federal immigration enforcement and greenhouse gas regulation.

In the first week of April, the logjam of big ticket items that the legislature had not been able to resolve in the last legislation seemed to break. On April 6<sup>th</sup>, both houses passed SB 1 (Beall) and ACA 5 (Frazier). Together, these bills increased several taxes and fees to generate roughly \$52 billion over 10 years to pay for deferred maintenance on state highways and local streets and roads, and to improve the state's trade corridors, transit and active transit facilities. Further, ACA 5 added a constitutional protection for the funding to ensure that it will be used solely for transportation purposes. While this victory was not a panacea for all of the issues plaguing California's aging transportation infrastructure, it was a significant step forward for the state and local governments.

On May 11<sup>th</sup>, Governor Brown released his much anticipated \$124 billion May Revise Budget document. The Governor's proposal included an appropriation (over 4 years) to counties for mitigating the impacts of the aforementioned IHSS cost shift. Though this proposal was far better than the Governor's initial proposal to immediately shift a \$623 million dollar obligation to counties, it still leaves local governments with a significant financial and administrative burden going forward. The Governor's revised proposal also proposed a \$500 million child care package, and a \$6 billion pay down for unfunded CalPERS pension obligations that relied on the Proposition 2 Rainy Day Account. The May Revise was slightly larger than last year's \$122.3 billion budget. The overall increase came from an increase in the capital-gains revenue. Despite the increase in revenue, the budget still predicts a \$3.3 billion shortfall for 2017-2018 (down from a predicted \$5.8 billion shortfall predicted when the Governor's initial budget was proposed in January).

### **Yet another on time budget...**

The legislature passed another on-time state budget on June 15<sup>th</sup>, and Governor signed the document on the 27<sup>th</sup>. The total budget package (including GF, Special and Bond Funds) topped out at just over \$183 billion. Among other things, the plan included \$74.5 billion for K-12 education, expanded the earned income tax credit, used \$1.26 billion in tobacco tax revenue to raise Medi-Cal provider rates, increased childcare provider reimbursement rates and included \$8 million to



provide access to full-day preschool for 2,059 children from low income working families.

Along with the Budget and associated trailer bills, the legislature passed several other significant pieces of legislation on a number of subjects. They passed bills that 1.) curtailed the powers of the Board of Equalization 2.) lengthened the amount of time available to qualify a recall ballot measure, in hopes thwarting the effort to recall Senator Josh Newman 3.) reconciled portions of Proposition 64 with previously passed marijuana regulatory legislation 4.) strengthened dam safety rules.

### **The final push...**

When the legislature reconvened from its summer recess, the halls of the Capitol were filled with the regular end-of-session chaos that comes with the glut of legislation released (and/or held) from the legislature's fiscal committees. Along with the regular amending and vote wrangling, legislative leaders and the Governor were working behind the scenes to garner enough support to finally move on legislation addressing affordable housing and homelessness, parks / drought / water / conservation and an extension of the state's cap and trade program. When the dust settled, in the wee hours of September 16<sup>th</sup>, the Legislature also sent Governor Brown:

**AB 398 (Garcia)** – Extends California's cap-and-trade program until 2030.

**SB 2 (Atkins)** - Enacts the Building Homes and Jobs Act that requires certain percentages of moneys, collected through a \$75 fee on real estate transaction documents, be made available to local governments and the Department of Housing and Community Development to provide funding for affordable housing.

**SB 3 (Beall)** – Enacts the Veterans and Affordable Housing Bond Act of 2018, and authorizes the issuance of \$4 billion in general obligation bonds for affordable housing programs and a veteran's home ownership program, subject to approval by the voters in the November 6, 2018 election.

**SB 35 (Wiener)** - Creates a streamlined, ministerial approval process for infill developments in localities that have failed to meet their regional housing needs assessment (RHNA) numbers.

**SB 5 (de León)** – Proposes the Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, subject to voter approval in the *June, 2018*, election. This bill proposes the issuance of \$3.5 billion in general obligation bonds to implement its provisions. This bill contains \$52 million for natural community conservation plans.

### **And also....**

There were two significant, if only temporary, victories for CA local governments in the last hours of session. **AB 1250 (Jones-Sawyer)**, which would have established new standards for the use of personal services contracts for counties was never brought up for a vote on the Senate Floor. The bill had been referred to Senate Rules committee earlier in the month and many felt that it was incredibly likely that the bill would resurface as a last minute play as local governments and labor continued to firm up support for final floor votes. Local governments would win the day, as the bill was never referred out of Rules Committee. Though stalled for the year, none expect that we've seen the last of 1250. Advocates on both sides continue to strategize in anticipation of a 2018 push of 1250 or similar legislation.

The second major victory for CA local governments was the stalling of SCA 12 (Mendoza), which would have increased the size of Boards of Supervisors in California's largest counties and forced those counties to have an elected executive and a new budget approval process. In a bit of a surprise, Senator Mendoza, in his floor presentation of the bill, committed to work on the bill in the interim and to remove the elected executive and budget adoption language. The bill was subsequently voted to the Assembly where no further action was taken. Negotiations continue.

### **But you can't win them all...**

Senator Hueso was able to get SB 649 which establishes a statewide framework for streamlining the permit siting process for small cell wireless facilities made its way to the Governor's desk, despite a massive advocacy effort made by scores of local government entities, labor and community groups.

### **Or maybe you can...**

In one of his last bill actions of 2017, on his bill signing deadline date, at 11:56 PM (according to the press release), the Governor announced that he had vetoed SB 649, stating in his veto message that:

*"There is something of real value in having a process that results in extending this innovative technology rapidly and efficiently. Nevertheless, I believe that the interest which localities have in managing rights of way requires a more balanced solution than the one achieved in this bill."*

### **The final analysis...**

All in all, 2017 was an incredibly productive year for the Legislature and Governor. Along with another on-time budget, they were able to make forward progress on numerous fronts where progress had been elusive. That being said, 2018 will continue to demand their attention and action as policies are implemented and anticipated revenues will need to be allocated. Much as the



end of the 2017 session was focused on legislation that CA local governments were concerned with, 2018 will likely begin in the same manner. And while that is a full plate, 2018 is also an election year. Attention to the regular business of running the largest state in the Union will be challenged by the prospect of a new Governor, legislative members and leaders in both houses, state Constitutional officers and any number of ballot measures that qualify. And, if that wasn't enough, US House and Senate seats will be up for grabs and the field of challengers for both continues to grow every day. Next year will be a test of endurance no matter how you measure it.

**Contra Costa County Advocacy Bills:**

**AB 18 (Garcia)** - Enacts the California Clean Water, Climate, Coastal Protection and Outdoor Access For All Act, which would authorize the issuance of bonds to finance a clean water, climate, and coastal protection and outdoor access for all program. Provides for the submission of these provisions to the voters at the statewide direct primary election.

**Status: *In Senate Appropriations Committee***

**AB 205 (Wood)** - Implements provisions regarding federal regulations governing Medicaid managed care plans. Authorizes a person to request a hearing involving a MediCal managed care plan within a specified number of days after receiving a specified notice. Requires the Department of Health Care Services to develop standards for specified provider types to ensure covered services are accessible to enrollees of MediCal managed care plans, and establishes timely appointment standards for MediCal managed care plans.

**Status: *Signed by Governor, Chapter 738, Statutes of 2017***

**AB 435 (Thurmond)** - Authorizes certain counties to develop and implement individualized county child care subsidy plans. Requires the Early Education and Support Division of the State Department of Education to review, and approve or disapprove the plans. Authorizes local policy to supersede state preschool eligibility periods.

**Status: *Signed by Governor, Chapter 703, Statutes of 2017***

**AB 557 (Rubio)** - Authorizes, as of July 1, 2018, applicants for and recipients of CalWORKs benefits, who have experienced domestic violence, to be eligible for CalWORKs homeless assistance and good-cause exemptions from school participation and immunization requirements under specified circumstances.

**Status: *Signed by Governor, Chapter 691, Statutes of 2017***

**AB 732 (Frazier)** - Extends indefinitely the operation of the authorization to advance funds to reimburse local agencies under a program for the maintenance or improvement of project or non-project levees.

**Status: *Held on Senate Appropriations Committee Suspense File***

**AB 818 (Burke)** - Permits a CalWORKs recipient to request an extension to the 24-month welfare-to-work time clock in order to obtain a high school education or its equivalent, or to participate in education or activities subsequent to the acquisition of a high school diploma or its equivalent.

**Status: *Signed by Governor, Chapter 141, Statutes of 2017***

**AB 1250 (Jones-Sawyer)** - Establishes specific standards for the use of personal services contracts by counties. Requires the county to demonstrate that the proposed contract will result in costs savings to the county and to show that the contract does not cause displacement of county or city workers. Establishes liability provisions for employment law violations and torts committed in the course of providing services under contract. Imposes disclosure requirements on contracts.

**Status: *Held in Senate Rules Committee***

**AB 1268 (Reyes)** - Creates the Domestic Violence and Sexual Assault Prevention Fund to provide grants to nonprofit organizations for the purpose of funding programs that incorporate comprehensive, evidence-based, and promising practices to prevent domestic violence and sexual assault. Requires grants to be awarded by the Office of Emergency Services according to criteria for funding. Creates specified requirements for organizations receiving funds.

**Status: *Held on Senate Appropriations Committee Suspense File***

**AB 1404 (Berman)** - Revises exemptions from the California Environmental Quality Act to include proposed residential and mixed-use housing projects occurring within an unincorporated area of a county. Requires the Office of Planning and Research to recommend proposed regulatory amendments for the implementation of these provisions.

**Status: *Held on Senate Appropriations Committee Suspense File***

**AB 1603 (Ridley Thomas)** - Provides that persons who are employed jointly by a public agency and any other employer (e.g., a private staffing agency or registry) at specified public clinics or hospitals are public employees subject to the Meyers-Milius-Brown Act. The bill also provides that these public/private jointly-employed employees may be included in appropriate bargaining units without the consent of any agency or joint employer.

**Status: *Senate Inactive File***

**SB 1 (Beall)** - Increases several taxes and fees to raise the equivalent of roughly \$52.4 billion over ten years in new transportation revenues and makes adjustments for inflation every year; directs the funding to be used towards

deferred maintenance on the state highways and local streets and roads, and to improve the state's trade corridors, transit, and active transportation facilities.

**Status: *Signed by Governor, Chapter 5, Statutes of 2017***

**SB 171 (Hernandez)** - Implements various provisions in regard to governing Medicaid managed care plans. Requires the department to determine the remittance amount on a plan-specific basis for each rating region of the plan and to calculate the federal and nonfederal share amounts associated with each remittance. Requires the nonfederal share of amounts remitted by a Medi-Cal managed care plan to be transferred to the Medically Underserved Account for Physicians within the Health Professions Education Fund.

**Status: *Signed by Governor, Chapter 768, Statutes of 2017***

**SB 231 (Hertzberg)** - Relates to a provision of the California Constitution that requires that assessments, fees, and charges be submitted to property owners for approval or rejection after the provision of written notice and the holding of a public hearing.

**Status: *Signed by Governor, Chapter 536, Statutes of 2017***

**SB 522 (Glazer)** - Dissolves the existing elected board of the West Contra Costa Healthcare District. Requires the Board of Supervisors of the County of Contra Costa, at its election, to either serve as the district board.

**Status: *Senate Rules Committee***

**SB 649 (Hueso)** - Establishes a statewide framework for streamlining the permit siting process for small cell wireless facilities that meet specified requirements. Specifically, this bill requires an administrative and encroachment permit in lieu of a discretionary permit for installations in the right-of-way and also within a commercial or industrial zone, limits the fees to these attachments to all costs plus \$250, and establishes other requirements.

**Status: *Vetoed by Governor***

**SB 704 (Galgiani)** - Requires that the Division of Boating and Waterways collaborate with the California Conservation Corps and use members of the corps in implementing its invasive aquatic plants control programs.

**Status: *Signed by Governor, Chapter 247, Statutes of 2017***

**SCA 3 (Dodd)** - Creates an additional exception to the 1% real property tax limit for a rate imposed by a city, county, or special district to service bonded indebtedness incurred to fund public library facilities, that are approved by a certain percentage of the voters of the city, county, or special district.

**Status: *Senate Inactive File***

**SCA 12 (Mendoza)** - Provides that in a county that is found, beginning with the 2020 census, to have a population of more than 5 million, the measure requires a governing body consisting of a sufficient number of members as to ensure that each member represents a district containing a population equivalent to no more than 2 districts in the U.S. House of Representatives. Requires a county that is found to have a population of more than 5 million to have an elected county executive.

**Status:** *In Assembly*



# 2018 PROPOSED FEDERAL LEGISLATIVE PLATFORM

Contra Costa County

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January 23, 2018

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## 2018 FEDERAL LEGISLATIVE PLATFORM CONTRA COSTA COUNTY

Each year, the Board of Supervisors adopts a Federal Legislative Platform that establishes priorities and policy positions with regard to potential federal legislation and regulation.

### FEDERAL FUNDING NEEDS

The following list is a preliminary ranking in priority order. Adjustments to the priority order may be appropriate once the President releases a budget. The current priority ranking gives preference to those projects that we know will not be included in the President's budget, with lower priority to Army Corps of Engineers projects which may be in the budget. Also, Army Corps project requests will be adjusted to be consistent with Corps capability.

**1. Delta LTMS-Pinole Shoal Management, CA – \$4,500,000** for the Army Corps of Engineers to continue a Long Term Management Strategy (LTMS) for levee rehabilitation, dredging and sediment reuse in the Delta, similar to the effort completed in the Bay area. Levee work, reuse of dredged sediments, dredging and other activities have been difficult to accomplish due to permitting problems and a divergence of priorities related to water quality. Significant levee rehabilitation is critical to the long term stability of these levees and to water quality and supply for the 23 million Californians who depend upon this water. Stakeholders from the Department of Water Resources, Ports, Army Corps, levee reclamation districts, local governments and other interested parties are participating in the LTMS. A Sediment or Dredged Material Management Office will be established, and in the longer term, preparation of a Sediment Management Plan will consider beneficial reuse of dredged materials as one potential source of sediment for levees. (Note: \$500,000 appropriated for FFY 2005; \$225,000 for FFY 2006; \$500,000 for FFY 2007; \$462,000 for FFY 2008; \$235,000 for FFY 2009; \$100,000 for FFY 2010; \$0 FFY 2011-2013; \$930,000 FFY 2014.)

**2. Mt. Diablo Mercury Mine Clean-up – \$483,000** for the Army Corps of Engineers to complete the Technical Planning Process for the clean-up project at the source and downstream area of the Mt. Diablo Mercury Mine. The project will clean up the mine in a cost effective, environmentally-sound manner with minimal liability exposure for the County and involving all stakeholders through an open community-based process. The Corps initiated a Technical Planning Process in June 2008 to develop a preliminary remediation plan, identify applicable permit and environmental data requirements and complete a data collection and documentation program for the clean-up of the area impacted by the Mt. Diablo Mercury Mine. Several phases of the planning process have been completed, and this appropriation will allow the Corps to continue the planning process, which will include looking at watershed issues downstream of the mercury mine. The mine site is located on private property on the northeast slope of Mt. Diablo at the upper end of the Marsh Creek watershed. (Note: \$517,000 appropriated in FFY 2008. We would also like to continue our request to expand the authority of the Corps through the Restoration of Abandoned Mines Sites (RAMS) program to go beyond planning work and construct remediation projects. This would be accomplished with the addition of language in a future Water Resources Development Act (WRDA) bill)

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**Deleted: 1. Emergency Operations Center (EOC) - \$350,000,000** for state and local efforts to sustain and enhance the effectiveness of their emergency management programs for all hazards preparedness. In FY 2015, California received more than \$27.8 million, the highest funded-state in the country, of which more than \$15.5 million was sub-allocated to approximately the 58 county Operational Areas (OAs) for critical hazard preparation activities. Last year California's Office of Emergency Services (Cal OES), in accordance with program guidelines, prioritized the building, sustainment, and delivery of all-hazards emergency management capabilities in the following areas: Planning, organization, equipment acquisitions, training, exercises, Emergency Operations Center (EOC) construction and renovation, and maintenance and sustainment. Of particular interest to Contra Costa County is the allowance for funds to be expended for EOC construction and renovation, as the County is seeking funding for the development of an EOC.¶

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**Deleted: 3. Safe and Bright Futures for Children Exposed to Domestic Violence and Trauma – \$400,000** to implement the federally funded plan to diminish the damaging effects of domestic violence, and exposure to early trauma on children and adolescents and to stop the cycle of intentional injury and abuse. A three year assessment and planning process resulted in a program plan that is working to align and create a system responsive to the needs of children exposed to domestic violence and trauma through identification, early intervention; raising awareness; training professionals; utilizing and disseminating data; establishing consultation teams to support providers in intervening and using best practices; and developing targeted services. Exposure to domestic violence and trauma reshapes the human brain and is the primary cause of trauma in children's lives. It influences personality, shapes personal skills and behaviors, impacts academic performance, and substantially contributes to the high cost of law enforcement, civil/criminal justice and social services. Exposure to domestic violence and trauma is associated with greater rates of substance abuse, mental illness, and adverse health outcomes in adulthood, and substantially contributes to the high cost of law enforcement, civil/criminal justice and social services. (Note: \$428,000 appropriated for FFY 2009; \$550,000 for FFY 2010.)¶

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**3. CALFED Bay Delta Reauthorization Act Levee Stability Improvement Program (LSIP)** – \$8,000,000 for the Army Corps of Engineers for levee rehabilitation planning and project implementation. The CALFED Reauthorization Act, passed in January 2004, authorized \$90 million, which may be appropriated for levee rehabilitation work. The Corps has prepared a “180-Day Report” which identifies projects and determines how these funds would be spent. Since that time, the breakdown of CALFED, coupled with the Army Corps’ attempts to define an appropriate and streamlined process, has delayed funding and resultant levee work. (Note: \$500,000 appropriated for FFY 2006; \$400,000 for FFY 2007; \$4.92M for FFY 2008; \$4.844M for FFY 2010.)

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**4. Suisun Bay Channel/New York Slough Maintenance Dredging** – \$8,700,000 for the Army Corps of Engineers for maintenance dredging of this channel to the authorized depth of minus 35 feet. Continued maintenance is essential for safe transport of crude oil and other bulk materials through the San Francisco Bay, along the Carquinez Straits and into the Sacramento/San Joaquin Delta. Dredging for this channel section is particularly costly due to requirements on placement of dredged materials in upland environments. An oil tanker ran aground in early 2001 due to severe shoaling in a section of this channel, which creates a greater potential for oil spills (Note: \$4.559M appropriated for FFY 2005; \$4.619M for FFY 2006; \$2.82M for FFY 2007; \$2.856M for FFY 2008; \$2.768M for FFY 2009; \$3.819M for FFY 2010; \$2.715M for FFY 2012; \$2.495M for FFY 2013; \$2.026M for FFY 2014.)

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**5. San Pablo/Mare Island Strait/Pinole Shoal Channel Maintenance Dredging** – \$8,400,000 for the Army Corps of Engineers for maintenance dredging of the channel to the authorized depth of minus 35 feet. The Pinole Shoal channel is a major arterial for vessel transport through the San Francisco Bay region, serving oil refineries and bulk cargo which is transported as far east as Sacramento and Stockton. (Note: \$1M appropriated for FFY 2005; \$2.988M for FFY 2006; \$896,000 for FFY 2007; \$1.696M for FFY 2008; \$1.058M for FFY 2009; \$2.518M for FFY 2010; \$3.402M for FFY 2012; \$499,000 for FFY 2013; \$780,000 for FFY 2014.)

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**6. San Francisco to Stockton (J. F. Baldwin and Stockton Channels) Ship Channel Deepening** – \$2,700,000 for the Army Corps of Engineers to continue the Deepening Project. Deepening and minor realignment of this channel will allow for operational efficiencies for many different industries, an increase in waterborne goods movement, reduced congestion on roadways, and air quality benefits. This work focused on establishing economic benefit to the nation and initial salinity modeling in the channel sections. The following steps include detailed channel design, environmental documentation, cost analysis, additional modeling, and dredged material disposal options. This project continues to have enormous implications for oil refineries, ports, and other industries that depend on safe ship transport through the channel. (Note: \$500,000 appropriated for FFY 2005; \$200,000 for FFY 2006; \$200,000 for FFY 2007; \$403,000 for FFY 2008; \$1.34M for FFY 2009; \$0 for FFY 2010; \$0 for FFY 2011; \$800,000 for FFY 2012; \$1,546,900 for FFY 2013; \$800,000 for FFY 2014.)

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With respect to any proposed federal Infrastructure bill, the County would support legislative language that includes infrastructure projects for all elements of stormwater: regional scale flood protection infrastructure (usually operated by flood control districts), local scale storm drain pipes (operated by cities and counties), storm water quality treatment facilities (operated by cities and counties), and groundwater recharge (often operated by special districts, but also cities and counties).

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## FEDERAL TRANSPORTATION NEEDS

The following are priority transportation projects and programs for which federal funding is needed.

**1. Vasco Road Safety Improvement Project -- \$18 million** for improvements to a 2.5-mile accident-prone section of Vasco Road. Project components include widening the roadway to accommodate a concrete median barrier and shoulders on either side of the barrier, construction of the barrier, and extension of an existing passing lane. The project will eliminate cross-median accidents which have caused numerous fatalities in recent years, and will provide increased opportunities for vehicles to safely pass (unsafe passing is a major cause of accidents and fatalities on this segment of the increasingly busy two-lane undivided road). The project will include provisions for wildlife undercrossings to preserve migration patterns. The proposed improvements will complement a \$10 million project that was funded with American Recovery and Reinvestment Act funds and completed in 2011.

**1.b Vasco Road Safety Improvement Project Continuation -- \$30 million** for improvements to the remaining 9 miles of accident-prone sections of Vasco Road. Alameda County has been working on constructing improvements in their jurisdiction and it would be desirable for the two counties to work together to complete the gap left in the concrete median barrier near the County line. In addition to completing this gap, Contra Costa desires to extend the concrete median barrier further north of the recently completed median barrier project to the Camino Diablo Road intersection.

**2. North Richmond Truck Route -- \$25 million** to construct a new road or other alternate access improvements that will provide truck access between businesses and the Richmond Parkway, moving the truck traffic away from a residential neighborhood and elementary school. This project will increase safety, improve public health around the school and residential area by reducing diesel particulate emissions from those areas, increase livability of the neighborhood, improve local access to the Wildcat Creek Regional Trail, stimulate economic development in the industrial area of the community and provide a better route for trucks traveling to and from the Richmond Parkway. Several potential alignments have been identified, one of which was developed through a community planning process funded through an Environmental Justice planning grant from Caltrans.

**3. Eastern Contra Costa Trail Network -- \$11 million** for joint planning, environmental review, right-of-way acquisition and construction of a coordinated network of trails for walking, bicycling and equestrian uses in eastern Contra Costa County including facilities and projects improving access to existing or planned transit stations. Eligible trails include, but are not limited to: (1) the Mokelumne Trail overcrossing of the State Route 4 Bypass (\$6 million); (2) Contra Costa segments of the Great California Delta Trail (\$3 million); (3) a transit supportive network of East Contra Costa trails in unincorporated County areas and the cities of Antioch, Brentwood, Oakley and Pittsburg (\$1 million); and Marsh Creek Corridor Multi-Use Path (\$1 million).

**4. Brentwood Intermodal Transit Center (BITC) --** Project to improve access, and advance design and development of a transit center located in Brentwood, and serving Oakley, southeast Antioch, Discovery Bay and Brentwood. The BITC is proposed for Highway 4 between Lone Tree Way and Sand Creek Road and would be served initially by Tri Delta Transit. Access would be provided

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via an extension of Heidorn Ranch Road, and the multimodal Mokelumne Trail. A possible future extension of eBART from the Antioch Station would be considered later.

**5. Iron Horse Corridor Enhancement Program** -- \$25 million for joint planning, environmental review, and the construction of improvements in the Iron Horse Trail Corridor, a 28 mile non-motorized facility used for commute and recreation purposes providing access to schools, recreational facilities, commercial areas, residences, and mass transit hubs. Eligible projects include corridor planning, trail access improvements, trail expansion/enhancements, overcrossings (7 overcrossings in 5 cities), intersection improvements, Class I trail inter-connectivity projects, the potential accommodation of shared/autonomous vehicles, and wayfinding/signage projects.

**6. State Route 4 / Old River Bridge Study** – \$1,000,000 to work with San Joaquin County and the State of California on a study of improving or replacing the Old River Bridge along State Route 4 on the Contra Costa / San Joaquin County line. The study would determine a preferred alternative for expanding or replacing the existing bridge, which is part of State Route 4. The existing bridge is narrow, barely allowing two vehicles to pass each other, and is aligned on a difficult angle relative to the highway on either side, requiring motorists to make sharp turns onto and off of the bridge. The project would improve safety and traffic flow over the bridge. (Note: no appropriations for this project as yet.)

**7. Kirker Pass Road Truck Climbing Lanes** – \$7 million for constructing northbound and \$20 million for constructing southbound truck climbing lanes on Kirker Pass Road, a heavily used arterial linking residential areas in eastern Contra Costa with job centers and the freeway system in central Contra Costa. The truck climbing lanes are needed to improve traffic flow and will also have safety benefits. The \$4.5 million will close a funding gap and augment secured funding: \$6 million in Measure J (local sales tax measure) funds and \$2.6 million in State Transportation Improvement Program funds. The \$20 million is the total cost of the southbound truck climbing lane segment.

**8. Vasco Road-Byron Highway Connector** – \$80 million for design, engineering and construction of an east-west connector road between two major arterials that link Contra Costa County with Alameda and San Joaquin Counties. The Vasco Road-Byron Highway Connector will improve traffic circulation and linkages in the southeastern portion of the County and will provide a new route for truck traffic that will remove a significant portion of truck trips which currently pass through the rural community of Byron. Vasco Road is designated as State Route 84, and Byron Highway is under study as the potential alignment for future State Route 239.

➤ **Rural Road Funding Program** – The County supports the creation of a new funding program that will provide funds for converting or upgrading rural roads into more modern and safer roads that can better handle increasing commuter traffic in growing areas, such as East County. These roads do not often compete well in current grant programs because they do not carry as many vehicles as roads in more congested urban or suburban areas. As a result, improvements such as widenings (turn lanes, clear zone/recovery areas, etc.), realignments, drainage improvements and intersection modifications often go unfunded, leaving such roads with operational and safety problems as well as insufficient capacity.

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**7. Knightsen/Byron Area Transportation Study** - \$300,000 to re-evaluate the Circulation Element of the County General Plan (GP) to improve its consistency with the Urban Limit Line (ULL) and related policies that ensure preservation of non-urban, agricultural, open space and other areas identified outside the ULL. Policies will be evaluated to provide a more efficient and affordable circulation system for the study area, serve all transportation user-groups, support the local agricultural economy and accommodate the commuter traffic destined for employment centers outside the study area. Zoning and development regulations would be updated to implement the study recommendations.

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➤ **Transportation Funding for Disabled, Low-income, and Elderly Persons** – Transit services for elderly, disabled, and low-income persons are provided by the County, by some cities, by all of the bus transit operators, and by many community organizations and non-profits that provide social services. Increased funding is needed to provide and maintain more service vehicles, operate them longer throughout the day, upgrade the vehicle fleet and dispatching systems, improve coordination between public providers and community groups that also provide such services to their clients (a need well-established by the Government Accountability Office (GAO)), expand outreach programs to inform potential riders of the available services, and expedite deployment of efficient new technologies and systems, among other needs. The County supports continuation and increased funding levels for federal funding programs dedicated to transit services for these population groups and to incentivize improvements in service delivery models to take advantage of advances in mobile data. All of the demographic trends point to a growing need for such services in the future. For example, the 65-and-older population in the Bay Area is projected to more than double by the year 2030.

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➤ **Surface Transportation Program/Highway Bridge Funding** – The County supports the continuation of funding levels consistent with the Highway Bridge funding program in previous transportation funding bills that will provide funds for rehabilitating and replacing our aging bridges. The County has several aging bridges with deficient sufficiency ratings. Without federal transportation funding, these expensive projects would be deferred because they often exceed the County's funding capacity. Many of the bridges are on critical commute corridors, goods movement corridors, inter-regional routes, and farm to market routes. Failure of these important transportation assets can cause major disruptions to the transportation network. The County would also support federal funding for the rehabilitation and replacement of rail bridges.

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In addition to the funding levels, the County also supports regulation changes that permit direct funding to local jurisdictions, bypassing the Federal Highway Administration and Caltrans Local Assistance. The goals of these changes are to:

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- Get federal transportation funding into the community as soon as possible to create and preserve jobs, both in the private sector and the public sector, in America;

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- Maximize purchasing power by eliminating the burdensome additional administrative process and cost associated with multiple layers of government between funding and construction of shovel ready improvement and maintenance projects; and

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- Fund the critical first and last part of each journey of goods, people, and services - local roads of America - providing certainty for businesses and laying the foundation for lasting economic growth.

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## APPROPRIATIONS AND GRANTS – SUPPORT POSITIONS

The following support positions are listed in alphabetic order and do not reflect priority order. Please note that new and revised positions are highlighted.

1. **Buchanan Field Airport** – The County approved a Master Plan for the Buchanan Field Airport in October 2008, which included a Business Plan for project implementation; all of which completed a previously approved Federal Aviation Regulation Part 150 Noise Study. The comprehensive planning effort has ideally positioned Buchanan Field Airport for future aviation (general aviation, corporate aviation and commercial airline service) and aviation-related opportunities. To facilitate the economic development potential, the Business Plan prioritizes necessary infrastructure improvements for Buchanan Field Airport (including development of a general aviation terminal/administration building and potential replacement of the 65 year old control tower). Further, as the Airport is surrounded by urban residential uses, enhancing the noise program infrastructure is deemed essential for balancing the aviation needs with those of the surrounding communities. The Federal government, primarily through the Federal Aviation Administration (FAA), provides funding for planning, analysis, and infrastructure improvements. The County will support funding in all these areas for protection and enhancement of our aviation facility and network.
2. **Byron Airport** – The Byron Airport is poised for future general and corporate aviation and aviation-related development, but that future growth and full build out of the airport as shown in the Master Plan is dependent upon utility and infrastructure improvements (such as improved road access and sewer and water connections) both on and around the Airport. The Byron Airport Business Plan prioritizes infrastructure and possible additional land acquisition to assist the Byron Airport in fulfilling its aviation and economic development potential. The Federal government, primarily through the Federal Aviation Administration (FAA), provides funding for planning, analysis, infrastructure improvements and aviation land acquisition. The County will support funding in all these areas for protection and enhancement of our aviation facility and network.
3. **Energy Efficiency & Conservation Block Grant (EECBG) Program** – Advocate/support funding up to or above the authorized amount of \$2 billion for the EECBG Program established and authorized under the Energy Independence and Security Act (EISA) of 2007. The County's ability to continue offering programs/services improving energy efficiency and conservation while also creating jobs is contingent upon additional federal funding being appropriated to the EECBG Program in 2012 and beyond. Contra Costa and other local governments have identified and designed many successful programs and financial incentives targeting both the private and public sector which are now being implemented using EECBG funding authorized through the ARRA of 2009. Funding for the EECBG program is necessary to ensure the nation's local governments can continue their leadership in creating clean energy jobs, reducing energy consumption and curbing greenhouse gas emissions.
4. **Multimodal National Freight Network** – In 2015 the primary freight network was established pursuant to MAP-21. The County supports increases in dedicated freight funding as proposed in the National Freight Strategic Plan. The County will pursue grants and appropriations for 1) the Northern Waterfront Initiative – specifically, funding for a short-line railroad feasibility study for

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the Northern Waterfront Corridor and a Land-Use Cost-Benefit/Fiscalization study for the Northern Waterfront; and 2) consistent with the Draft National Freight Strategic Plan congestion reduction strategy, projects along the I-680 corridor.

5. **Regional Habitat Planning and Conservation** – \$85 million to the U.S. Fish and Wildlife Service’s “Cooperative Endangered Species Conservation Fund” to keep pace with land costs and the increasing number of Habitat Conservation Plans (HCPs) throughout the country. The County will support funding for the Fund to be restored to \$85 million, the 2010 funding level. This will provide much needed support to regional HCPs in California and nationally, including the East Contra Costa County HCP. Given the prolific growth in the number of regional HCPs, the Fund needs to be increased even more substantially in subsequent years. The East Contra Costa County HCP has received \$37.5 million from the Cooperative Endangered Species Conservation Fund in the past ten years and continuing this grant support is of vital importance to the successful implementation of that Plan. The County will pursue increasing appropriations to the Fund in partnership with numerous counties in northern and southern California and will support requests of the California Habitat Conservation Planning Coalition to increase the Fund up to \$85 million.

6. **San Francisco Bay Improvement Act** – \$1 billion restoration bill authored by Congresswoman Jackie Speier in 2010 but not passed. The bill, if passed, will help finance restoration of more than 100,000 acres of the Bay’s tidal wetlands. Funds from the bill would implement a restoration plan that was adopted in 1993. In addition to benefits for fish and wildlife, wetlands restoration will create new jobs and provide regional economic infusions, as well as protect against the effects of sea level rise on the Bay’s shores.

7. **Sacramento-San Joaquin Delta National Heritage Area** – a bill authored by Senator Dianne Feinstein in 2010 but not passed. The bill, if passed, will authorize and fund a National Heritage Area (NHA) for the Sacramento-San Joaquin Delta. The NHA designation would be a first step in providing federal resources to agencies in the Delta for economic development and environmental protection. *Contra Costa County supports the legislation and participated in a feasibility study for the NHA through our seat on the Delta Protection Commission, which completed the study in 2012.*

8. **Stormwater Program Funding - \$2 million** to fund additional compliance costs required by the Clean Water Act. *The Regional Water Quality Control Board issues the County a Municipal Separate Storm Sewer System (MS4) permit every five years, requiring the County to remove pollutants from stormwater prior to entering the storm drain system. The County has a dedicated revenue source for funding stormwater services derived from an assessment on every parcel in the County, which generates about \$3 million per year in the unincorporated communities. The Regional Board issued a new MS4 permit that will increase costs dramatically over the next five years, starting with a 25% increase and the following year by an increase of almost five times current costs. In 2012, the County attempted to increase the parcel assessment for stormwater services but the voters turned it down. The County needs additional funding through the Environmental Protection Agency, the source of the MS4 requirements, to help pay for compliance costs. Staff estimates the cost for compliance in 2018 at \$5 million, which is \$2 million more than current budget.*

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## **POLICY POSITIONS**

The following support positions are listed in alphabetic order and do not reflect priority order. Please note that new and revised policy positions are highlighted.

**Aging and Adult Services** – Contra Costa County administers grants through the Area Agency on Aging (AAA). Through public and nonprofit agency contracts, the AAA provides many services annually for elderly county residents, including group (congregate) meals, rides to congregate meal sites, nutrition education sessions, home delivered meals, legal assistance, long term care ombudsman services, in home and respite registry services, home visiting and adult day care, family caregiver support, assessments for fall prevention and fall prevention exercise classes. The Older Californians Act provides Title III grants for community services and nutrition.

The County will advocate for the following federal actions:

- a. **OPPOSE** the elimination or reduction of funding for the Older Americans Act and Programming.
- b. **OPPOSE** the elimination or cuts to the Elder Justice Act. The Elder Justice Act, as part of the Patient Protection and Affordable Care Act, provides federal resources to “prevent, detect, treat, understand, intervene in and, where appropriate, prosecute elder abuse, neglect and exploitation.”
- c. **OPPOSE** elimination and funding cuts to the Senior Community Service Employment Program, which is the nation’s oldest program that helps low-income, unemployed individuals aged 55+ years find work.

**Affordable Housing and Homeless Programs** – For Housing and Urban Development (HUD)’s Homeless Assistance Grants, including the Emergency Solutions Grant (ESG) Program, the County will support funding that does not include set-asides or other requirements that limit local communities’ ability to respond to the particular needs in their areas. For the Housing Assistance for People with AIDS (HOPWA) program, the County will support legislation to update the formula used to allocate HOPWA grants to reflect local housing costs as well as the number of AIDS cases.

The County supports full funding for HUD homeless assistance programs, including the ESG Program, and funding for full implementation of the Homeless Emergency and Rapid Transition to Housing (HEARTH) Act of 2009.

The County supports funding the National Affordable Housing Trust Fund. Resources made available through the Trust Fund should be accessible to local housing and community development agencies, including public housing authorities. The Housing Trust Fund should be used to complement and not supplant either the HOME or CDBG programs.

**Agricultural Pest and Disease Control** – Agriculture and native environments in Contra Costa County continue to be threatened by a variety of invasive/exotic pests, diseases and non-native weeds. The Federal government provides funding for research, regulation, pest exclusion activities, survey and detection, pest management, weed control, public education and outreach. The County will support funding in all these areas for protection of our agricultural industry and

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open space. Consistent with the policy position, the County will also support legislation which would authorize and direct the USDA to provide state and local funding for High Risk Prevention programs (also called Pest Detection Funding).

**Beneficial Use of Dredged Materials** – As the beneficial reuse of dredged materials has a clear public benefit, particularly in the Delta, the County will continue to support beneficial reuse in general and also continue to advocate for funding for a federal study to determine the feasibility of beneficial reuse, considering the benefits and impacts to water quality and water supply in the Delta, navigation, flood control damage, ecosystem restoration, and recreation. The study would include the feasibility of using Sherman Island as a rehandling site for the dredged material, for levee maintenance and/or ecosystem restoration. Language to authorize the study was included in the Water Resources and Development Act (WRDA) which was passed into law on November 8, 2007.

**Broadband** – Consistent with CSAC policy, Contra Costa County will support the expansion of broadband (high speed internet service) to drive economic development and job opportunities, support county service delivery, and improve health, education and public safety outcomes for residents. For communities to realize these full benefits of broadband it must be capable of supporting current technology.

Access and adoption are both necessary elements that should be supported in state and federal legislative or regulatory proposals. This entails the following:

- Establishing and maintaining reliable broadband in unserved or underserved communities;
- Promoting the knowledge, skills and behaviors that comprise digital literacy;
- Making broadband affordable for all households;
- Maximizing funding for infrastructure; and
- Reducing infrastructure deployment barriers.

**Child Care** – Research continues to show that quality, affordable childcare is a necessity to ensuring a family's stability and economic success. Currently in Contra Costa County, there are over 10,000 low-income children eligible for affordable childcare services, yet only 29% of that need is met. Research also shows that in addition to a child's long-term success with school and employment, investing in high-quality early care and education results in a higher than average return on investments in the areas of crime reduction and positive health, education and economic outcomes.

With regards to childcare, the County will support efforts that ensure all children have access to quality care by expanding high quality learning opportunities for children 0-5, including but not limited to proposals such as:

- An increase of over 100,000 new childcare slots and \$12 billion over the next 10 years;
- A focus on children and their families who are at or below 200% of poverty;
- Financing through a new cost-sharing partnership with states, already a proven successful model with Head Start in Contra Costa County.

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The County will also advocate for the following federal actions:

- Increase funding to support employment of low-income families through greater access to child care subsidies, and increase the access of children from eligible families to high-quality care that supports positive child development outcomes.
- Provide flexibility at the state and local levels so that quality care can be balanced with access and parental choice.
- Reauthorization of Head Start that includes consideration of a regional approach to determining eligibility and reforming the Head Start Designation Renewal System by suspending the use of the lowest 10 percent of the Classroom Assessment Scoring System trigger.
- OPPOSE block granting Head Start and Early Head Start programs.
- SUPPORT new comprehensive proposals that would enhance funding and development of early care and education infrastructure, including increasing supports, services, and increased compensation for the early education workforce.
- SUPPORT efforts that increase access to home visiting programs that are designed and implemented to support families in providing an environment that promotes healthy growth and development of young children.

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**Child Support** –The County will advocate for the following federal actions:

- Eliminate the \$25 fee for non-IV-A families.
- Restore the incentive match payments that were prohibited in the Deficit Reduction Act.
- Allow the automatic use of cash medical support to reimburse Medicaid expenditures.
- Allow IV-D agencies to access Health Insurance records for the purposes of Medical Support.

**Child Welfare and Well-being** –The County will advocate for the following federal actions:

- Provide states with financial incentives, as opposed to monetary penalties, under the Child and Family Services Reviews and minimize the significant administrative burden associated with the review process.
- Modify the Federal Title IV-E Foster Care eligibility income standard from the current 1996 AFDC Federal Poverty Level (100% FPL) to be in line with (and follow) the Medicaid 138% FPL standard.

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- Increase prevention dollars to help maintain children safely in their own homes. Federal funding currently gives disproportional support to out-of-home care rather than to preventing children from coming into care.

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End Title IV-E disallowances from federal audits that take away funds from an already resource-strapped child welfare system. Allow states to reinvest these funds in preventing child abuse and neglect. ¶

- Any increase in Federal Medical Assistance Percentage should include an associated increase in the Title IV-E matching rate to help support children in foster care.

- OPPOSE The Family First Prevention Services Act for our Children, an Act that would curtail California's Continuum of Care Reform (CCR) efforts and would result in poor outcomes for especially vulnerable abused and neglected children.

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- OPPOSE the elimination or cuts to the Social Services Block Grant and the Adoption Assistance Program.

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**Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and HOME Programs** – The County's ability to continue funding to a variety of nonprofit agencies that provide critical safety net services to lower income residents, including financing the development of affordable housing is threatened by further cuts as part of the Budget Control Act (Act) passed by Congress in July 2011. The Act established mandatory spending caps on most federal programs through 2021, and arranged additional across-the-board annual spending cuts to federal defense and non-defense discretionary (NDD) programs over this same period.

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Included in non-defense discretionary programs are critical local government oriented programs including the CDBG, ESG and HOME programs. These programs are successful and productive, leveraging significant funding from non-federal sources to help spur economic development. The County agrees that reducing the federal deficit is an important component of achieving long-term national economic stability, but targeting solely NDD programs like the CDBG, ESG and HOME programs will not achieve significant reductions and will hinder the County's ability to provide critical services to its most vulnerable populations. The County will continue to oppose any further reductions in the CDBG, ESG and HOME programs as part of the Budget Control Act or any other means.

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**Cost Shifts to Local and State Government** – Contra Costa County performs many of its services and programs pursuant to federal direction and funding. Other services and programs are performed at the behest of the state, which receives funding through the federal government. In the past, the Administration's budget has contained significant cuts to entitlement programs and/or caps on entitlements. Such actions could shift cost of services from the federal government to the state and/or local governments (and to the extent that costs would shift to the state, it is highly likely that these would be passed on to the County). The County will oppose any actions that would result in cost shifts on federal entitlement programs or which would result on greater dependency on county funded programs. In addition, the County will support federal and state financial assistance to aid county and local government efforts to meet unfunded federal mandates, such as those contained in the National Response Plan (NRP), the National Infrastructure Protection Plan (NIPP), and the National Incident Management System.

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***Criminal Justice and Mental Health*** – Contra Costa County supports the Mental Health and Safe Communities Act, which strengthens federal programs related to mental health in the criminal justice system by enhancing the ability of families and communities to identify mental illness; and the Comprehensive Justice and Mental Health Act, which would update the Mentally Ill Offender and Treatment Crime Reduction Act (MIOTCRA) and facilitate collaboration among the criminal justice, juvenile justice, mental health treatment, and substance use systems to ensure that people with mental illnesses receive the support they need.

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An increasing number of people with mental illnesses are coming into contact with the criminal justice system—with law enforcement, courts, jails and prisons, and probation and parole agencies—at a tremendous cost to taxpayers and public safety, as well as to these people and their families. According to a U.S. Department of Justice report, approximately 45 percent of people in federal prisons, 56 percent of people in state prisons, and 64 percent of people in local jails displayed symptoms of a mental health condition.

The County will also support the mental health and criminal justice provisions in legislation that support and expand bipartisan initiatives across the country, including the Stepping Up initiative, such as specialized law enforcement training, mental health courts, and other collaborative responses to people in the criminal justice system who have mental health and substance use treatment needs. The County will also support legislation that provides resources for programs in correctional facilities, as well as resources to improve reentry outcomes for people with mental illnesses released from incarceration back into the community, and authorizing the creation of a specialized National Criminal Justice and Mental Health Training and Technical Assistance Center.

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***Deferred Action for Childhood Arrivals*** – OPPOSE legislation and administrative actions to repeal DACA (Deferred Action for Childhood Arrivals) as well as legislation and administrative efforts that target individuals due to their color, religious affiliation or national origin.

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***Delta Water Platform*** –To protect the Sacramento-San Joaquin Delta from various detrimental forces that are affecting its health and resources, it is the policy of Contra Costa County to support implementation of projects and actions that will help improve the Delta ecosystem and the economic conditions of the Delta. Contra Costa County has adopted a Delta Water Platform to identify and promote activities and policy positions that support the creation of a healthy Sacramento-San Joaquin Delta. Contra Costa County will use this Platform to guide its own actions and advocacy in other public venues regarding the future of the Delta.

***Designation of Indian Tribal Lands and Indian Gaming*** – The Board of Supervisors has endorsed the California State Association of Counties' (CSAC) policy documents regarding development on tribal land and prerequisites to Indian gaming. These policy statements address local government concerns for such issues as the federal government's ability to take lands into trust and thus remove them from local land use jurisdiction, absent the consent of the state and the affected county; the need for tribes to be responsible for all off-reservation impacts of their actions; and assurance that local government will be able to continue to meet its governmental responsibilities for the health, safety, environment, infrastructure and general

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welfare of all members of its communities. The County will continue to advocate for federal legislation and regulation that supports the CSAC policy documents.

The County will also advocate for limitations on reservation shopping; tightening the definition of Class II gaming machines; assuring protection of the environment and public health and safety; and full mitigation of the off-reservation impacts of the trust land and its operations, including the increased cost of services and lost revenues to the County.

The County will also advocate for greater transparency, accountability and appeal opportunities for local government in the decision-making processes that permit the establishment of Indian gaming facilities. This includes sequencing the processes so that the Indian Lands Determination comes first, prior to initiation of a trust land request and associated environmental review.

The County will also consider support for federal action and/or legislation that allows Class III gaming at the existing gaming facility only if it can be shown that any change would result in a facility that would be unique in nature and the facility can demonstrate significant community benefits above and beyond the costs associated with mitigating community impacts.

**Economic Development Programs** – Congress should fund all the complementary programs within HUD’s community and economic development toolkit, ensuring that HUD does not lose sight of the development component of its mission. To that end, the County will support continued funding for the Section 108 loan guarantee program, the Brownfields Economic Development Initiative and the Rural Housing and Economic Development program. *Each of these programs plays a unique role in building stronger, more economically viable communities, while enabling communities to leverage external financing in a way the CDBG program alone cannot do.*

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**Federal “Statewideness” Requirements** – For many federally funded programs, there is a “statewideness” requirement; i.e., all counties must operate the specific program under the same rules and regulations. This can hamper the County’s ability to meet local needs, to be cost effective and to leverage the funding of one program to reduce costs in another program. Contra Costa County cannot negotiate for federal waivers or do things differently because it is not a state, yet its population is greater than seven states. *Recognizing this is a very long-term effort, the County will advocate for relaxation of the “statewideness” rule to allow individual counties or a consortium of counties to receive direct waivers from the federal government and/or adopt the rules and regulations currently in use in another state for specific programs.*

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**Habitat Conservation Planning** – The County will advocate for elevating the profile of locally controlled, regional Habitat Conservation Plans (HCPs) such as the East Contra Costa County HCP within Congress and Administration so that these critical federal/state/local partnerships can receive necessary attention and support. *HCPs are flagship programs for the federal government and supporting effective implementation of approved HCPs should be a top priority for the U.S. Department of the Interior and U.S. Fish and Wildlife Service and HCPs should be a key tool in any federal climate change or economic stimulus legislation.*

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**Habitat Conservation Permitting and Permit Alignment** – The County will advocate for and support efforts to align federal permits for natural resource impacts federal with permits already

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issued by the U.S Fish and Wildlife Service pursuant to a locally-controlled, regional Habitat Conservation Plan (HCP), such as East Contra Costa County HCP. One good example of this is the U.S. Army Corps' issuance of Regional General Permit 1 which was designed to be consistent with the East Contra Costa County HCP. The alignment of permit requirements and processes improves the overall efficiency, predictability and effectiveness of natural resource regulation and project delivery.

**Health** – The County will advocate for the following actions by the federal government: a) provide enhanced Medicaid FMAP (the "Federal Medical Assistance Percentage" for Medicaid. It is the federal matching rate for state Medicaid expenditures.); b) suspend the Medicare "clawback" rule; c) suspend the "60-day rule" that requires states to repay the federal government overpayments identified by the state prior to collection, and even in instances where the state can never collect; d) ease the ability to cover those eligible for Medicaid by making documentation requirements less stringent; and e) prevent the implementation of the following seven federal regulations:

- Outpatient hospital
- Case Management
- School Based Administration & Transportation
- Public Provider Cost Limit
- Graduate Medical Education
- Rehabilitation Services Option
- Provider Tax

SUPPORT full funding of the Federal Medicaid program by the federal government. Medicaid provides access to health care for people whose income and resources are insufficient to pay for health care. It is jointly funded by Federal and State governments. The Patient Protection and Affordable Care Act (also known as the ACA) significantly expanded both eligibility for and federal funding of Medicaid. OPPOSE amendments to the ACA that would reduce support for Medicaid/Medi-Cal payments to providers.

OPPOSE efforts to repeal the Affordable Care Act or to replace it with any proposals that represent significant, permanent structural alterations to current subsidized segments of the health care system. This would include proposals that would convert Medicaid enrollee categories to a per-capita cap model, thereby establishing hard federal funding caps for state Medicaid programs. These proposals could force the state to make cuts of its own to offset the loss of federal funding. Contra Costa's entire Medi-Cal (Medicaid) population of approximately 250,000 people, including 90,000 children, could be affected as a result.

OPPOSE new block-granting proposals, harsh cuts, or proposals that will significantly and/or permanently shift the structure of health and human service funding and programming that would lead to the restriction or elimination of safety-net programs. Reductions in federal human services funding and programming severely limits critical support for our community and state. Block grants often lead to decreases in funding that forces states to limit benefits for families, cap enrollment, and establish waitlists. These restrictions result in families who need these supports and services, not being able to access them, possibly leading them into deeper poverty and distress.

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OPPOSE federal legislation and administrative efforts to eliminate or reduce funding for essential public health services, inclusive of funding for immunization, HIV/Ryan White, Communicable Disease and Tuberculosis Control, Hansen's Disease, Teen Pregnancy, Public Health Preparedness and Maternal Child Health Funding.

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SUPPORT reauthorization of funding for HIV/Ryan White Care, Maternal Child Health Funding including Maternal Infant Early Childhood Home Visiting (MIECHV), and CHIP (Children's Health Insurance Program).

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*Homeless / Runaway Youth* –The County will support continued investment in the Runaway and Homeless Youth Act to ensure that all youth have access to housing and other critical services. *Homelessness among young people is a serious issue. Homeless youth, sometimes referred to as unaccompanied youth, are individuals who lack parental, foster or institutional care. Homeless youth are at a higher risk for physical abuse, sexual exploitation, mental health disabilities, substance abuse, and death. It is estimated that 5,000 unaccompanied youth die each year as a result of assault, illness, or suicide. In Contra Costa County youth under the age of 18 years make up approximately 11% of the homeless population and two thirds of those youth reside in shelters on any given night.*

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*Human Trafficking* – Human Trafficking is the illegal recruitment, transportation, harboring, provision or obtaining of people (by force, fraud or coercion), typically for the purposes of forced labor or commercial sexual exploitation. Nearly 20.9 million people around the world fall victim to this multi-billion dollar industry. In the past year Contra Costa partners on a Federal human trafficking grant have served over 136 victims of human trafficking. Of those served 1,871 units of services were provided across 22 different categories of service such as legal services, protection and safety planning, family reunification and more. Women and girls are the predominant groups of people that are harmed by these actions.

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The County will advocate for the following federal actions to insure support and services for victims of human trafficking, and the systems that help them:

- SUPPORT federal funding that effectively enables service providers to assist victims and law enforcement to prosecute traffickers. Because it takes a well-resourced multi-faceted approach to support victims and to insure traffickers are prosecuted support cross-system, comprehensive approaches to prevent human trafficking.
- SUPPORT efforts that increase the level of training, awareness, and funding to address promising practices related to labor trafficking (including the hospitality industry, restaurants, etc.). Victims of trafficking may be found everywhere– some may be found working against their will in hotels/motels for long hours for little or no pay. Labor trafficking has been found in diverse labor settings including domestic work, restaurants, nail salons, small businesses, large farms, and factories.

*Interpersonal Violence* – Interpersonal violence, often referred to as intimate partner violence, domestic violence or battering, is a pattern of behavior used to establish power and control over another person through fear and intimidation, often including the threat or use of violence. The

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abuse can take several forms: physical, emotional, sexual, and economic as well as threats, stalking/surveillance, isolation and intimidation. Although women are more likely to be targeted, anyone can be a victim of interpersonal violence including those in the LGBTQ communities, men, disabled persons, seniors, and elders. The County will advocate for the following federal actions:

- OPPOSE any and all funding cuts, including but not limited to elimination of grant programs for violence prevention, human/labor trafficking, victim services, and/or issues related to interpersonal violence. In addition to OPPOSING any threats to cut or eliminate Department of Justice federal grants related to the Violence Against Women Act.
- SUPPORT efforts that increase access to cultural responsiveness and language support for victims of crime.
- SUPPORT efforts that promote collaboration and coordination across systems; including the sharing of confidential or protected information in multidisciplinary team settings in order to increase support for survivors.
- SUPPORT the sustainment and implementation/practice of the Hostile Environment Harassment and Liability for Discriminatory Housing Practices under the Fair Housing Act that protects housing access for victims of harassment and survivors of domestic violence.
- SUPPORT efforts to protect employment rights for survivors of interpersonal violence.
- SUPPORT efforts that promote training, capacity building and deeper understanding for students, educators and social service staff on trauma informed care, adverse childhood experiences, healthy workplaces and schools.

**Levee Restoration and Repair** – The County will support legislation such as H.R. 6484, the SAFE Levee Act (Garamendi) in 2012, which will authorize the U.S. Department of the Interior to invest in Delta levee repairs, for all levees that are publicly owned or publicly maintained. The bill also requires a cost-benefit analysis for the tunnel project being planned as part of the Bay-Delta Conservation Plan.

**Library Support** – The County will support funding for the Institute of Museum and Library Services (IMLS), the primary source of federal support for the nation's approximately 120,000 libraries and 35,000 museums and related organizations. In recent years California has received more than \$16M statewide. IMLS is the federal agency that distributes funds to state libraries who in turn fund statewide initiatives and competitive Library Services and Technology Act (LSTA) grants to public libraries. IMLS was at risk of being eliminated for FY'18 and may face a similar threat again. The Contra Costa County Library has received funding for Discover & Go, War Ink, STEAM, Career Online High School (COHS) scholarships, and numerous other programs and services over the years.

**Low Income Home Energy Assistance Program (LIHEAP)** - LIHEAP helps low-income families pay their heating bills. LIHEAP is a grant that offers assistance in the form of a cash grant.

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sent directly to the utility company, or a crisis grant for households in immediate danger of being without heat. Weatherization Assistance Program (WAP) enables low-income families to reduce their energy bills by making their homes more energy efficient. Funds are used to improve the energy performance of dwellings families in need, using the most advanced technologies and testing procedures available in the housing industry. The County will advocate for the following federal actions:

- OPPOSE elimination and reduction in funding for the LIHEAP and WAP programs.

**Multi-Service Centers** – The County will support federal funding for the establishment and operation of coordinated service integration models such as SparkPoint, Service Integration Teams, Family Resource Centers, or Family Justice Centers. Multi-service centers often co-locate county and non-profit agencies working holistically to meet the needs of families. Centers can help individuals and families address immediate financial crises, build financial security, address abuse and violence, provide accessible, coordinated public services, and may, engage families in resident-driven efforts to revitalize their communities.

**Municipal Securities** – The County supports efforts to preserve, enhance and streamline the availability of tax-exempt financing to fund critical public infrastructure projects. For over 100 years, federal tax policy has granted a tax exemption on municipal bond interest to incentivize investment in local infrastructure projects. Also, the federal government has occasionally provided “direct subsidy bonds” that further mitigate borrowing costs to local government.

- Preservation for the Tax-Exemption for Municipal Bonds: The County will support the continued exemption of municipal bond interest.
- Opposition to Repeal of the “Tower Amendment” to the Securities Acts Amendments of 1975: The Tower Amendment to the Securities Acts Amendments of 1975 has prohibited the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) from directly or indirectly regulating state and local government issuers of municipal securities prior to the sale of those securities. The County will oppose any repeal of the Tower Amendment which would impose an additional federal regulatory oversight burden on local government issuers, in recognition that the states already have such authority.
- Private Activity Bonds for Government Buildings: The County will support legislation that would create a new category of private activity bonds for governments to join with private parties to help finance government buildings. The tax-exempt bonding mechanism would allow state and local governments to issue private activity bonds to finance the construction and upkeep of certain publically owned buildings. The County will support amending the federal tax code to provide another layer of tax-exempt financing that would encourage the use of public-private partnerships.

**Pension** – The County will support legislation that would modify the Internal Revenue Code and corresponding regulations to permit public employees to make an irrevocable election between their current pension formula and a less rich pension formula.

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In 2006, Contra Costa County and the Deputy Sheriff's Association jointly obtained state legislation that would allow members of the Association to make a one-time irrevocable election between their current pension formula and a less rich pension formula, called Tier C. Orange County and its labor organizations obtained similar legislation in 2009. However, neither County has been able to implement this state legislation because such elections currently have negative tax consequences for employees and for retirement plans under federal tax law as interpreted by the Internal Revenue Service.

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Like many local government entities nationwide, the County's fiscal position would benefit greatly from reduced pension costs. Allowing local government entities to implement collective bargaining agreements and state legislation that permits employees to elect less rich pension formulas would be a significant step in reducing pension costs.

*Preservation of the federal deduction on State and Local Taxes (SALT).--The County opposes repeal of the federal income tax deduction on State and Local Taxes (SALT). Since 1913, the SALT deduction has been a deduction available to taxpayers in recognition that the portion of income deducted was spent on state and local public services such as public safety and transportation. In modern history, the SALT deduction has had a strong correlation to the mortgage interest deduction. This is because most homeowners pay property taxes on real property owned in their State, which are subsequently deducted using the SALT deduction on federal income taxes. For this reason, the SALT deduction can be viewed as a valuable financial benefit of homeownership. Repeal of the SALT deduction and the corresponding reduction in financial benefit of homeownership, could lead to a change in market prices of homes to "price in" the loss of the SALT deduction to homeowners. In California, ad valorem property taxes, which provide general purpose revenue to local governments, including cities and counties, is based on the assessed value of, among other things, residential homes. Should a repeal of the SALT deduction lead to a corresponding reduction in home values, local governments in California would be negatively impacted by reduced home values.*

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**Public Housing Programs** – The County will support legislation that results in the transformation of existing programs to improve their effectiveness and efficiency, in tandem with the design of new and innovative responses, both to build upon recent progress and address outstanding issues.

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The County will support legislation to protect the nation's investment in Public Housing:

- Enact affordable housing industry proposal to allow public housing agencies (PHAs) to voluntarily convert public housing units to Section 8 project-based rental assistance in order to preserve this vital component of the national infrastructure.
- Oppose the Administration's proposal to impose a \$1 billion offset against the operating reserves of responsible, entrepreneurial PHAs.
- Support the revitalization of severely distressed public housing units.
- Address safety and security concerns connected to drug-related crime.

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The County will support legislation to preserve vital community and economic development programs:

- Fully fund the Community Development Block Grant Program in order to create and save jobs, revitalize local economies, and support critical services for vulnerable populations.
- Maintain funding for HUD's cost-effective economic development tools.

The County will support legislation to strengthen and simplify the Section 8 Rental Assistance programs:

- Provide adequate funding for Housing Assistance Payment contract renewals and ongoing administrative fees.
- Enact the Section Eight Voucher Reform Act (SEVRA).
- Implement overdue regulatory and administrative revisions that ensure the efficient use of program funds.

The County will support legislation to maintain and expand Affordable Housing Opportunities and combat homelessness:

- Fully fund the Home Investment Partnerships Program and HUD's homeless assistance programs, such as the Emergency Solutions Grant Program.
- Capitalize the Housing Trust Fund through a revenue-neutral approach.
- Preserve and strengthen the Low Income Housing Tax Credit Program.
- Preserve the availability of tax-exempt Private Activity Bonds which are the most common form of financing of affordable multi-family housing projects.

The County will support legislation to foster innovation, increase efficiency, and streamline the regulatory environment:

- Promote reasonable and flexible federal oversight.
- Incentivize green building and increased Energy Efficiency.
- Support HUD's ongoing transformation efforts.
- Ensure that HUD releases and distributes federal funding in a timely manner.
- Eliminate statutory and regulatory barriers that prevent PHAs and redevelopment authorities from accessing federal programs they are qualified to administer.

**Rail Safety** – Contra Costa County is home to a substantial oil refinery industry with four refineries located in the County. The County supports Senator Heitkamp's *Railroad Emergency Services Preparedness, Operational Needs, and Safety Evaluation (RESPONSE) Act, S. 2547*, which would

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establish a Federal Emergency Management Agency (FEMA) panel focused on railroad incident first responders. By bringing together under FEMA's National Advisory Council all relevant agencies, emergency responders, technical experts, and the private sector for a review of training, resources, best practices, and unmet needs related to emergency responders to railroad hazmat incidents, the RESPONSE Act will begin the process of addressing shortcomings in existing emergency response practices and procedures. It will also address the effectiveness of funding levels related to training local emergency responders for rail hazardous materials incidents.

The County also supports FEMA funding for the training of first responders, regulations that increase tank car safety standards for cars transporting crude oil and other hazardous materials, and regulations that require railroads to share data with state emergency managers and local responders.

**Retiree and Retiree Health Care Costs** – The County operates many programs on behalf of the federal government. While federal funding is available for on-going program operations, including employee salaries, the allocation is usually capped, regardless of actual costs. For retiree and retiree health care, the County's ability to contain costs is extremely limited. The County will advocate for full federal financial participation in funding the County's retiree and retiree health obligations.

**Second Chance Act** – The County will support funding for the Second Chance Act, which helps counties address the growing population of individuals returning from prisons and jails. Despite massive increases in corrections spending in states and jails nationwide, recidivism rates remain high: half of all individuals released from state prison are re-incarcerated within three years. Here in California, unfortunately, the recidivism rate is even higher. Yet there is reason for hope: research shows that when individuals returning from prison or jail have access to key treatments, education, and housing services, recidivism rates go down and the families and communities they return to are stronger and safer.

The Second Chance Act ensures that the tax dollars on corrections are better spent, and provides a much-needed response to the "revolving door" of people entering and leaving prison and jail.

**Sexual Assault** – Sexual violence affects millions of Americans – nearly every 2 minutes an American is sexually assaulted. The County will advocate for the federal actions to insure support for victims and survivors of sexual assault. The County will support providing funding to services for victims of sexual violence, and encourage systemic change to aid survivors and those who serve them. In the wake of the federal government rescinding Title IX sexual assault guidelines that provide the framework for school investigations on campus sexual misconduct we must look to provide alternative resources to ensure the safety of women and girls in the community.

**State Criminal Alien Assistance Program (SCAAP)** – On May 23, 2012, the Department of Justice (DOJ) announced a change in the State Criminal Alien Assistance Program (SCAAP) that will prohibit SCAAP funds from being used to reimburse localities for foreign-born criminal aliens housed in jails that have been classified as "unknown inmates" by the Department of Homeland Security's Immigration and Customs Enforcement (ICE) agency. This is a significant change to the SCAAP reimbursement formula and will heavily impact counties across the nation.

**Moved down [1]: State Criminal Alien Assistance Program (SCAAP)** – On May 23, 2012, the Department of Justice (DOJ) announced a change in the State Criminal Alien Assistance Program (SCAAP) that will prohibit SCAAP funds from being used to reimburse localities for foreign-born criminal aliens housed in jails that have been classified as "unknown inmates" by the Department of Homeland Security's Immigration and Customs Enforcement (ICE) agency. This is a significant change to the SCAAP reimbursement formula and will heavily impact counties across the nation.¶

¶ The County will support the rescinding of this decision and a reinstatement of the previous reimbursement practice, which would more equitably reimburse jurisdictions for the costs of housing undocumented individuals, including those inmates whose status may be unknown to the Department of Homeland Security.¶

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The County will support the rescinding of this decision and a reinstatement of the previous reimbursement practice, which would more equitably reimburse jurisdictions for the costs of housing undocumented individuals, including those inmates whose status may be unknown to the Department of Homeland Security.

**Supplemental Nutrition Assistance Program (SNAP)** – The County will advocate for the following federal actions:

- Increase SNAP benefit amounts to better meet recipients’ nutritional needs and support local economies.
- Adjust SNAP eligibility requirements to a) include currently excluded populations with significant need b) remove time limits and work requirements for Able-Bodied Adults Without Dependents (ABAWDS) and full-time students. ABAWDS and pertains to adults receiving food stamps who are considered employable.
- OPPOSE funding cuts or block granting the SNAP program.
- Remove the current federal barriers that prevent some nutrition programs from employing EBT technology.
- **SUPPORT efforts that would allow people to apply for CalFresh while incarcerated.**

**Streamlining Permitting for Critical Infrastructure, Economic Stimulus, and Alternative Energy Projects –“Green” Job Creation** – Request that Congress and the Administration recognize the value of Habitat Conservation Plans (HCPs) as a reliable way of streamlining critical infrastructure, economic stimulus, and alternative energy project permitting in a manner that is consistent with federal environmental regulations. HCPs not only facilitate such projects through permit streamlining, but the planning, implementation, management, and monitoring needs associated with regional HCPs plans also create many quality “green” jobs.

**Telecommunications Act of 1996 Revisions** – The Telecommunications Act of 1996 governs local government’s role in telecommunications, primarily broadband cable that uses the County’s right-of-way as well as consumer protections. As Congress works to update the Act, the County will continue to advocate for strengthening consumer protections and local government oversight of critical communications technologies; local access to affordable and reliable high speed broadband infrastructures to support the local economy; the right of local municipalities and communities to offer high-speed broadband access; coordination and integration of private communication resources for governmental emergency communication systems; preservation of local government’s franchise fees; preservation of the local community benefits, including but not limited to public, education and governmental (PEG) access channels; authority for provision of municipal telecommunication services; preservation of local police powers essential for health, safety and welfare of the citizenry; preservation of local government ownership and control of the local public rights-of-way; and support for ensuring that communication policy promotes affordable services for all Americans.

The Community Broadband Act of 2007, S.1853, encourages the deployment of high speed networks by preserving the authority of local governments to offer community broadband

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infrastructure and services. The County will oppose all bills that do not address the County's concerns unless appropriately amended. In addition, the Federal Communications Commission (FCC) has proposed rule-making (FCC Second Report and Order Docket 05-311 "Franchising Rules for Incumbents") that, in the opinion of local government, goes beyond the scope of their authority in this area. The County will oppose all such rule making efforts.

**Telecommunications Issues** – Support the Community Access Preservation (CAP) Act introduced in 2009 by Wisconsin Congresswoman Tammy Baldwin. The CAP Act addresses the challenges faced by public, educational and government (PEG) TV channels and community access television stations. The CAP Act addresses four immediate issues facing PEG channels. The CAP Act would: Allow PEG fees to be used for any PEG-related purpose; require PEG channels to be carried in the same manner as local broadcast channels; require the FCC to study the effect state video franchise laws have had on PEG; require operators in states that adopted statewide franchising to provide support equal to the greater of the support required under the state law or the support historically provided for PEG; and make cable television-related laws and regulations applicable to all landline video providers.

In addition, the County should support the widespread deployment and adoption of broadband, especially as it serves to connect the educational community and libraries.

**Temporary Assistance for Needy Families** – The County will advocate for the following federal actions:

- Relieve states of work participation rate and work verification plan penalties for fiscal years 2007, 2008, 2009 and 2010 in recognition of the serious downturn in the national economy and the succession of more "process-based" regulations issued in the last few years.
- SUPPORT policies that do not penalize work and movement towards financial stability. Families who are working and receiving modest cash assistance grants to supplement low earnings should not be subject to the federal time limit on assistance. Running the time limit clock while a parent is working and receiving such supplements means both that a family could lose assistance when it has exhausted its time-limited benefits and not be able to receive additional assistance if the parent loses his/her job. TANF should send a strong message to recipients that "work pays" – running the clock while a family is working undermines this message.
- Allow temporary exemptions from time limits and work requirements for families confronting severe employment barriers - including living in an area of high unemployment or are victims of abuse.
- Permanently withdraw the August 8, 2008, proposal that would have repealed the regulation that enables states to claim caseload reduction credit for excess MOE expenditures.
- Rescind the May 22, 2008, HHS guidance that effectively eliminated the ability of states to offer pre-assistance programs to new TANF applicants for up to four months.

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- Rescind the final Deficit Reduction Act regulation restricting allowable state maintenance-of-effort expenditures under TANF purposes 3 and 4.

- End federal efforts to impose a national TANF error rate.

- Reauthorize and increase the TANF Block Grant. The allocation of the block grant has not increased since 1997. Support funding TANF annually by an amount commensurate with the rate of inflation to ensure that the program's actual value does not decrease each year.

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**Veterans Benefits** – The County will support legislation to increase availability, accessibility, and utilization of Veterans Benefits.

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Within Contra Costa County, Veterans' health care is provided by the VA Martinez Clinic, a division of the VA Northern California Healthcare System. Currently, access to enrollment in the VA healthcare system is limited to Veterans with a Service Connected disability of greater than 10%, special eligibility criteria (Purple Heart, former POW, Iraq & Afghanistan Vets within 5 years of discharge, etc.), and to Veterans with an annual gross income less than a geographically based threshold. Currently, VA emergency services are not available after hours or during weekends. The nearest VA emergency room is nearly 34 miles away from the VA Martinez Clinic.

The County will support legislation that would expand enrollment eligibility (such as removing the income limit criteria) to all Veterans with an honorable discharge. Furthermore, the County will support legislation that would establish 24 hour VA emergency services at the VA Martinez clinic.

In addition, the County will support legislation that will improve the timeliness and quality of both VA benefits claim decisions and VA healthcare services. Specifically, legislation that works toward improving on the expedited processing of claims and administering of benefits to populations with unique needs, such as homeless Veterans, Women Veterans, and Veterans experiencing service related Posttraumatic Stress Disorder.

**Veterans Halls** – The County will support legislation to provide America's veterans organizations with resources to make necessary repairs to or replacement of their meeting halls and facilities.

Across America, the meeting halls and posts of Veterans Service Organizations such as the American Legion and Veterans of Foreign Wars serve as unofficial community centers. Unfortunately, many of these facilities are not compliant with Americans with Disabilities Act accessibility standards, are not earthquake retrofitted, or have deteriorated in recent years due to declining membership and reduced rental revenues as a result of the economic downturn.

The County will support legislation that would create a competitive grant program for veterans' organizations, classified by the IRS as 501c19 non-profit organizations and comprised primarily

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of past or present members of the United States Armed Forces and their family members, to use for repairs and improvements to their existing facilities.

**Volume Pricing** – The National Association of Counties supports greater access for local governments to General Services Administration (GSA) contract schedules. These schedules provide volume pricing for state and local governments and make public sector procurement more cost effective. However, current law does not provide full access to state and local governments for GSA schedules. The County will support legislation that gives local governments access to these schedules and provides the option of purchasing law enforcement, security, and other related items at favorable GSA reduced pricing.

**Water Quality, Quantity and Delta Outflow** – Congress may consider legislation that could adversely affect water quality, quantity and flows in the Sacramento-San Joaquin Delta to the detriment of the County residents, economy and resources. The Board of Supervisors will rely on its adopted Delta Water Platform and its adopted resolution on Water, Ecosystem Health and other Issues Related to the San Francisco Bay and the Sacramento –San Joaquin River Delta (No. 2012-46) to determine the appropriate response to federal legislative issues brought to the Board’s attention.

**Workforce Development** – Contra Costa County supports policies that meet the needs of serving businesses, workers, job seekers, and youth. The County further supports policies under the Workforce Innovation & Opportunity Act (WIOA) that preserve local decision-making relative to spending, direction of work, and other functions of local workforce boards. The County also supports policies that promote equal employment opportunities for women and men in an effort to increase employment and the creation of jobs in both the public and private sector and that enhance business’ access to a qualified talent pool, and promote business growth through the development of a skilled workforce. The County also favors policies that provide increased funding to support job seeker services, as well as policies that make strategic investments to leverage existing funding in the workforce development arena. The County will OPPOSE cuts to WIOA funding and programming.

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# 2018 PROPOSED FEDERAL LEGISLATIVE PLATFORM

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Contra Costa County

**January 23, 2018**



## 2018 FEDERAL LEGISLATIVE PLATFORM CONTRA COSTA COUNTY

Each year, the Board of Supervisors adopts a Federal Legislative Platform that establishes priorities and policy positions with regard to potential federal legislation and regulation.

### **FEDERAL FUNDING NEEDS**

*The following list is a preliminary ranking in priority order. Adjustments to the priority order may be appropriate once the President releases a budget. The current priority ranking gives preference to those projects that we know will not be included in the President's budget, with lower priority to Army Corps of Engineers projects which may be in the budget. Also, Army Corps project requests will be adjusted to be consistent with Corps capability.*

**1. Delta LTMS-Pinole Shoal Management, CA – \$4,500,000** for the Army Corps of Engineers to continue a Long Term Management Strategy (LTMS) for levee rehabilitation, dredging and sediment reuse in the Delta, similar to the effort completed in the Bay area. Levee work, reuse of dredged sediments, dredging and other activities have been difficult to accomplish due to permitting problems and a divergence of priorities related to water quality. Significant levee rehabilitation is critical to the long term stability of these levees and to water quality and supply for the 23 million Californians who depend upon this water. Stakeholders from the Department of Water Resources, Ports, Army Corps, levee reclamation districts, local governments and other interested parties are participating in the LTMS. A Sediment or Dredged Material Management Office will be established, and in the longer term, preparation of a Sediment Management Plan will consider beneficial reuse of dredged materials as one potential source of sediment for levees. *(Note: \$500,000 appropriated for FFY 2005; \$225,000 for FFY 2006; \$500,000 for FFY 2007; \$462,000 for FFY 2008; \$235,000 for FFY 2009; \$100,000 for FFY 2010; \$0 FFY 2011-2013; \$930,000 FFY 2014.)*

**2. Mt. Diablo Mercury Mine Clean-up – \$483,000** for the Army Corps of Engineers to complete the Technical Planning Process for the clean-up project at the source and downstream area of the Mt. Diablo Mercury Mine. The project will clean up the mine in a cost effective, environmentally-sound manner with minimal liability exposure for the County and involving all stakeholders through an open community-based process. The Corps initiated a Technical Planning Process in June 2008 to develop a preliminary remediation plan, identify applicable permit and environmental data requirements and complete a data collection and documentation program for the clean-up of the area impacted by the Mt. Diablo Mercury Mine. Several phases of the planning process have been completed, and this appropriation will allow the Corps to continue the planning process, which will include looking at watershed issues downstream of the mercury mine. The mine site is located on private property on the northeast slope of Mt. Diablo at the upper end of the Marsh Creek watershed. *(Note: \$517,000 appropriated in FFY 2008. We would also like to continue our request to expand the authority of the Corps through the Restoration of Abandoned Mines Sites (RAMS) program to go beyond planning work and construct remediation projects. This would be accomplished with the addition of language in a future Water Resources Development Act (WRDA) bill)*



**3. CALFED Bay Delta Reauthorization Act Levee Stability Improvement Program (LSIP)** – **\$8,000,000** for the Army Corps of Engineers for levee rehabilitation planning and project implementation. The CALFED Reauthorization Act, passed in January 2004, authorized \$90 million, which may be appropriated for levee rehabilitation work. The Corps has prepared a “180-Day Report” which identifies projects and determines how these funds would be spent. Since that time, the breakdown of CALFED, coupled with the Army Corps’ attempts to define an appropriate and streamlined process, has delayed funding and resultant levee work. (Note: \$500,000 appropriated for FFY 2006; \$400,000 for FFY 2007; \$4.92M for FFY 2008; \$4.844M for FFY 2010.)

**4. Suisun Bay Channel/New York Slough Maintenance Dredging** – **\$8,700,000** for the Army Corps of Engineers for maintenance dredging of this channel to the authorized depth of minus 35 feet. Continued maintenance is essential for safe transport of crude oil and other bulk materials through the San Francisco Bay, along the Carquinez Straits and into the Sacramento/San Joaquin Delta. Dredging for this channel section is particularly costly due to requirements on placement of dredged materials in upland environments. An oil tanker ran aground in early 2001 due to severe shoaling in a section of this channel, which creates a greater potential for oil spills (Note: \$4.559M appropriated for FFY 2005; \$4.619M for FFY 2006; \$2.82M for FFY 2007; \$2.856M for FFY 2008; \$2.768M for FFY 2009; \$3.819M for FFY 2010; \$2.715M for FFY 2012; \$2.495M for FFY 2013; \$2.026M for FFY 2014.)

**5. San Pablo/Mare Island Strait/Pinole Shoal Channel Maintenance Dredging** – **\$8,400,000** for the Army Corps of Engineers for maintenance dredging of the channel to the authorized depth of minus 35 feet. The Pinole Shoal channel is a major arterial for vessel transport through the San Francisco Bay region, serving oil refineries and bulk cargo which is transported as far east as Sacramento and Stockton. (Note: \$1M appropriated for FFY 2005; \$2.988M for FFY 2006; \$896,000 for FFY 2007; \$1.696M for FFY 2008; \$1.058M for FFY 2009; \$2.518M for FFY 2010; \$3.402M for FFY 2012; \$499,000 for FFY 2013; \$780,000 for FFY 2014.)

**6. San Francisco to Stockton (J. F. Baldwin and Stockton Channels) Ship Channel Deepening** – **\$2,700,000** for the Army Corps of Engineers to continue the Deepening Project. Deepening and minor realignment of this channel will allow for operational efficiencies for many different industries, an increase in waterborne goods movement, reduced congestion on roadways, and air quality benefits. This work focused on establishing economic benefit to the nation and initial salinity modeling in the channel sections. The following steps include detailed channel design, environmental documentation, cost analysis, additional modeling, and dredged material disposal options. This project continues to have enormous implications for oil refineries, ports, and other industries that depend on safe ship transport through the channel. (Note: \$500,000 appropriated for FFY 2005; \$200,000 for FFY 2006; \$200,000 for FFY 2007; \$403,000 for FFY 2008; \$1.34M for FFY 2009; \$0 for FFY 2010; \$0 for FFY 2011; \$800,000 for FFY 2012; \$1,546,900 for FFY 2013; \$800,000 for FFY 2014.)

With respect to any proposed federal Infrastructure bill, the County would support legislative language that includes infrastructure projects for all elements of stormwater: regional scale flood protection infrastructure (usually operated by flood control districts), local scale storm drain pipes (operated by cities and counties), storm water quality treatment facilities (operated by cities and counties), and groundwater recharge (often operated by special districts, but also cities and counties).



## **FEDERAL TRANSPORTATION NEEDS**

*The following are priority transportation projects and programs for which federal funding is needed.*

**1. Vasco Road Safety Improvement Project** -- **\$18 million** for improvements to a 2.5-mile accident-prone section of Vasco Road. Project components include widening the roadway to accommodate a concrete median barrier and shoulders on either side of the barrier, construction of the barrier, and extension of an existing passing lane. The project will eliminate cross-median accidents which have caused numerous fatalities in recent years, and will provide increased opportunities for vehicles to safely pass (unsafe passing is a major cause of accidents and fatalities on this segment of the increasingly busy two-lane undivided road). The project will include provisions for wildlife undercrossings to preserve migration patterns. The proposed improvements will complement a \$10 million project that was funded with American Recovery and Reinvestment Act funds and completed in 2011.

**1.b Vasco Road Safety Improvement Project Continuation** -- **\$30 million** for improvements to the remaining 9 miles of accident-prone sections of Vasco Road. Alameda County has been working on constructing improvements in their jurisdiction and it would be desirable for the two counties to work together to complete the gap left in the concrete median barrier near the County line. In addition to completing this gap, Contra Costa desires to extend the concrete median barrier further north of the recently completed median barrier project to the Camino Diablo Road intersection.

**2. North Richmond Truck Route** -- **\$25 million** to construct a new road or other alternate access improvements that will provide truck access between businesses and the Richmond Parkway, moving the truck traffic away from a residential neighborhood and elementary school. This project will increase safety, improve public health around the school and residential area by reducing diesel particulate emissions from those areas, increase livability of the neighborhood, improve local access to the Wildcat Creek Regional Trail, stimulate economic development in the industrial area of the community and provide a better route for trucks traveling to and from the Richmond Parkway. Several potential alignments have been identified, one of which was developed through a community planning process funded through an Environmental Justice planning grant from Caltrans.

**3. Eastern Contra Costa Trail Network** -- **\$11 million** for joint planning, environmental review, right-of-way acquisition and construction of a coordinated network of trails for walking, bicycling and equestrian uses in eastern Contra Costa County including facilities and projects improving access to existing or planned transit stations. Eligible trails include, but are not limited to: (1) the Mokelumne Trail overcrossing of the State Route 4 Bypass (\$6 million); (2) Contra Costa segments of the Great California Delta Trail (\$3 million); (3) a transit supportive network of East Contra Costa trails in unincorporated County areas and the cities of Antioch, Brentwood, Oakley and Pittsburg (\$1 million); and Marsh Creek Corridor Multi-Use Path (\$1 million).

**4. Brentwood Intermodal Transit Center (BITC)** -- Project to improve access, and advance design and development of a transit center located in Brentwood, and serving Oakley, southeast Antioch, Discovery Bay and Brentwood. *The BITC is proposed for Highway 4 between Lone Tree Way and Sand Creek Road and would be served initially by Tri Delta Transit. Access would be provided*

*via an extension of Heidorn Ranch Road, and the multimodal Mokelumne Trail. A possible future extension of eBART from the Antioch Station would be considered later.*

**5. Iron Horse Corridor Enhancement Program** -- \$25 million for joint planning, environmental review, and the construction of improvements in the Iron Horse Trail Corridor, a 28 mile non-motorized facility used for commute and recreation purposes providing access to schools, recreational facilities, commercial areas, residences, and mass transit hubs. Eligible projects include corridor planning, trail access improvements, trail expansion/enhancements, overcrossings (7 overcrossings in 5 cities), intersection improvements, Class I trail inter-connectivity projects, **the potential accommodation of shared/autonomous vehicles**, and wayfinding/signage projects.

**6. State Route 4 / Old River Bridge Study** – \$1,000,000 to work with San Joaquin County and the State of California on a study of improving or replacing the Old River Bridge along State Route 4 on the Contra Costa / San Joaquin County line. The study would determine a preferred alternative for expanding or replacing the existing bridge, which is part of State Route 4. The existing bridge is narrow, barely allowing two vehicles to pass each other, and is aligned on a difficult angle relative to the highway on either side, requiring motorists to make sharp turns onto and off of the bridge. The project would improve safety and traffic flow over the bridge. (*Note: no appropriations for this project as yet.*)

**7. Kirker Pass Road Truck Climbing Lanes** – \$7 million for constructing northbound and \$20 million for constructing southbound truck climbing lanes on Kirker Pass Road, a heavily used arterial linking residential areas in eastern Contra Costa with job centers and the freeway system in central Contra Costa. The truck climbing lanes are needed to improve traffic flow and will also have safety benefits. The \$4.5 million will close a funding gap and augment secured funding: \$6 million in Measure J (local sales tax measure) funds and \$2.6 million in State Transportation Improvement Program funds. The \$20 million is the total cost of the southbound truck climbing lane segment.

**8. Vasco Road-Byron Highway Connector** – \$80 million for design, engineering and construction of an east-west connector road between two major arterials that link Contra Costa County with Alameda and San Joaquin Counties. The Vasco Road-Byron Highway Connector will improve traffic circulation and linkages in the southeastern portion of the County and will provide a new route for truck traffic that will remove a significant portion of truck trips which currently pass through the rural community of Byron. Vasco Road is designated as State Route 84, and Byron Highway is under study as the potential alignment for future State Route 239.

➤ **Rural Road Funding Program** – The County supports the creation of a new funding program that will provide funds for converting or upgrading rural roads into more modern and safer roads that can better handle increasing commuter traffic in growing areas, such as East County. These roads do not often compete well in current grant programs because they do not carry as many vehicles as roads in more congested urban or suburban areas. As a result, improvements such as widenings (turn lanes, clear zone/recovery areas, etc.), realignments, drainage improvements and intersection modifications often go unfunded, leaving such roads with operational and safety problems as well as insufficient capacity.

- **Transportation Funding for Disabled, Low-income, and Elderly Persons** – Transit services for elderly, disabled, and low-income persons are provided by the County, by some cities, by all of the bus transit operators, and by many community organizations and non-profits that provide social services. Increased funding is needed to provide and maintain more service vehicles, operate them longer throughout the day, upgrade the vehicle fleet and dispatching systems, improve coordination between public providers and community groups that also provide such services to their clients (a need well-established by the Government Accountability Office (GAO)), expand outreach programs to inform potential riders of the available services, and expedite deployment of efficient new technologies and systems, among other needs. The County supports continuation and increased funding levels for federal funding programs dedicated to transit services for these population groups and to incentivize improvements in service delivery models to take advantage of advances in mobile data. All of the demographic trends point to a growing need for such services in the future. For example, the 65-and-older population in the Bay Area is projected to more than double by the year 2030.
- **Surface Transportation Program/Highway Bridge Funding** – The County supports the continuation of funding levels consistent with the Highway Bridge funding program in previous transportation funding bills that will provide funds for rehabilitating and replacing our aging bridges. The County has several aging bridges with deficient sufficiency ratings. Without federal transportation funding, these expensive projects would be deferred because they often exceed the County's funding capacity. Many of the bridges are on critical commute corridors, goods movement corridors, inter-regional routes, and farm to market routes. Failure of these important transportation assets can cause major disruptions to the transportation network. The County would also support federal funding for the rehabilitation and replacement of rail bridges.

In addition to the funding levels, the County also supports regulation changes that permit direct funding to local jurisdictions, bypassing the Federal Highway Administration and Caltrans Local Assistance. The goals of these changes are to:

- Get federal transportation funding into the community as soon as possible to create and preserve jobs, both in the private sector and the public sector, in America;
- Maximize purchasing power by eliminating the burdensome additional administrative process and cost associated with multiple layers of government between funding and construction of shovel ready improvement and maintenance projects; and
- Fund the critical first and last part of each journey of goods, people, and services - local roads of America - providing certainty for businesses and laying the foundation for lasting economic growth.

## **APPROPRIATIONS AND GRANTS – SUPPORT POSITIONS**

*The following support positions are listed in alphabetic order and do not reflect priority order. Please note that new and revised positions are highlighted.*

1. ***Buchanan Field Airport*** – The County approved a Master Plan for the Buchanan Field Airport in October 2008, which included a Business Plan for project implementation; all of which completed a previously approved Federal Aviation Regulation Part 150 Noise Study. The comprehensive planning effort has ideally positioned Buchanan Field Airport for future aviation (general aviation, corporate aviation and commercial airline service) and aviation-related opportunities. To facilitate the economic development potential, the Business Plan prioritizes necessary infrastructure improvements for Buchanan Field Airport (including development of a general aviation terminal/administration building and potential replacement of the 65 year old control tower). Further, as the Airport is surrounded by urban residential uses, enhancing the noise program infrastructure is deemed essential for balancing the aviation needs with those of the surrounding communities. The Federal government, primarily through the Federal Aviation Administration (FAA), provides funding for planning, analysis, and infrastructure improvements. The County will support funding in all these areas for protection and enhancement of our aviation facility and network.
  
2. ***Byron Airport*** – The Byron Airport is poised for future general and corporate aviation and aviation-related development, but that future growth and full build out of the airport as shown in the Master Plan is dependent upon utility and infrastructure improvements (such as improved road access and sewer and water connections) both on and around the Airport. The Byron Airport Business Plan prioritizes infrastructure and possible additional land acquisition to assist the Byron Airport in fulfilling its aviation and economic development potential. The Federal government, primarily through the Federal Aviation Administration (FAA), provides funding for planning, analysis, infrastructure improvements and aviation land acquisition. The County will support funding in all these areas for protection and enhancement of our aviation facility and network.
  
3. ***Energy Efficiency & Conservation Block Grant (EECBG) Program*** – Advocate/support funding up to or above the authorized amount of \$2 billion for the EECBG Program established and authorized under the Energy Independence and Security Act (EISA) of 2007. The County's ability to continue offering programs/services improving energy efficiency and conservation while also creating jobs is contingent upon additional federal funding being appropriated to the EECBG Program in 2012 and beyond. Contra Costa and other local governments have identified and designed many successful programs and financial incentives targeting both the private and public sector which are now being implemented using EECBG funding authorized through the ARRA of 2009. Funding for the EECBG program is necessary to ensure the nation's local governments can continue their leadership in creating clean energy jobs, reducing energy consumption and curbing greenhouse gas emissions.
  
4. ***Multimodal National Freight Network*** – In 2015 the primary freight network was established pursuant to MAP-21. The County supports increases in dedicated freight funding as proposed in the National Freight Strategic Plan. The County will pursue grants and appropriations for 1) the Northern Waterfront Initiative – specifically, funding for a short-line railroad feasibility study for

the Northern Waterfront Corridor and a Land-Use Cost-Benefit/Fiscalization study for the Northern Waterfront; and 2) consistent with the Draft National Freight Strategic Plan congestion reduction strategy, projects along the I-680 corridor.

5. ***Regional Habitat Planning and Conservation*** – \$85 million to the U.S. Fish and Wildlife Service’s “Cooperative Endangered Species Conservation Fund” to keep pace with land costs and the increasing number of Habitat Conservation Plans (HCPs) throughout the country. The County will support funding for the Fund to be restored to \$85 million, the 2010 funding level. This will provide much needed support to regional HCPs in California and nationally, including the East Contra Costa County HCP. Given the prolific growth in the number of regional HCPs, the Fund needs to be increased even more substantially in subsequent years. The East Contra Costa County HCP has received \$37.5 million from the Cooperative Endangered Species Conservation Fund in the past ten years and continuing this grant support is of vital importance to the successful implementation of that Plan. The County will pursue increasing appropriations to the Fund in partnership with numerous counties in northern and southern California and will support requests of the California Habitat Conservation Planning Coalition to increase the Fund up to \$85 million.
6. ***San Francisco Bay Improvement Act*** – \$1 billion restoration bill authored by Congresswoman Jackie Speier in 2010 but not passed. The bill, if passed, will help finance restoration of more than 100,000 acres of the Bay's tidal wetlands. Funds from the bill would implement a restoration plan that was adopted in 1993. In addition to benefits for fish and wildlife, wetlands restoration will create new jobs and provide regional economic infusions, as well as protect against the effects of sea level rise on the Bay's shores.
7. ***Sacramento-San Joaquin Delta National Heritage Area*** – a bill authored by Senator Dianne Feinstein in 2010 but not passed. The bill, if passed, will authorize and fund a National Heritage Area (NHA) for the Sacramento-San Joaquin Delta. The NHA designation would be a first step in providing federal resources to agencies in the Delta for economic development and environmental protection. *Contra Costa County supports the legislation and participated in a feasibility study for the NHA through our seat on the Delta Protection Commission, which completed the study in 2012.*
8. ***Stormwater Program Funding*** - \$2 million to fund additional compliance costs required by the Clean Water Act. *The Regional Water Quality Control Board issues the County a Municipal Separate Storm Sewer System (MS4) permit every five years, requiring the County to remove pollutants from stormwater prior to entering the storm drain system. The County has a dedicated revenue source for funding stormwater services derived from an assessment on every parcel in the County, which generates about \$3 million per year in the unincorporated communities. The Regional Board issued a new MS4 permit that will increase costs dramatically over the next five years, starting with a 25% increase and the following year by an increase of almost five times current costs. In 2012, the County attempted to increase the parcel assessment for stormwater services but the voters turned it down. The County needs additional funding through the Environmental Protection Agency, the source of the MS4 requirements, to help pay for compliance costs. Staff estimates the cost for compliance in 2018 at \$5 million, which is \$2 million more than current budget.*



## **POLICY POSITIONS**

*The following support positions are listed in alphabetic order and do not reflect priority order. Please note that new and revised policy positions are highlighted.*

***Aging and Adult Services*** – Contra Costa County administers grants through the Area Agency on Aging (AAA). Through public and nonprofit agency contracts, the AAA provides many services annually for elderly county residents, including group (congregate) meals, rides to congregate meal sites, nutrition education sessions, home delivered meals, legal assistance, long term care ombudsman services, in home and respite registry services, home visiting and adult day care, family caregiver support, assessments for fall prevention and fall prevention exercise classes. The Older Californians Act provides Title III grants for community services and nutrition.

The County will advocate for the following federal actions:

- a. OPPOSE the elimination or reduction of funding for the Older Americans Act and Programming.
- b. OPPOSE the elimination or cuts to the Elder Justice Act. The Elder Justice Act, as part of the Patient Protection and Affordable Care Act, provides federal resources to “prevent, detect, treat, understand, intervene in and, where appropriate, prosecute elder abuse, neglect and exploitation.”
- c. OPPOSE elimination and funding cuts to the Senior Community Service Employment Program, which is the nation’s oldest program that helps low-income, unemployed individuals aged 55+ years find work.

***Affordable Housing and Homeless Programs*** – For Housing and Urban Development (HUD)’s Homeless Assistance Grants, including the Emergency Solutions Grant (ESG) Program, the County will support funding that does not include set-asides or other requirements that limit local communities’ ability to respond to the particular needs in their areas. For the Housing Assistance for People with AIDS (HOPWA) program, the County will support legislation to update the formula used to allocate HOPWA grants to reflect local housing costs as well as the number of AIDS cases.

The County supports full funding for HUD homeless assistance programs, including the ESG Program, and funding for full implementation of the Homeless Emergency and Rapid Transition to Housing (HEARTH) Act of 2009.

The County supports funding the National Affordable Housing Trust Fund. Resources made available through the Trust Fund should be accessible to local housing and community development agencies, including public housing authorities. The Housing Trust Fund should be used to complement and not supplant either the HOME or CDBG programs.

***Agricultural Pest and Disease Control*** – Agriculture and native environments in Contra Costa County continue to be threatened by a variety of invasive/exotic pests, diseases and non-native weeds. The Federal government provides funding for research, regulation, pest exclusion activities, survey and detection, pest management, weed control, public education and outreach. The County will support funding in all these areas for protection of our agricultural industry and

open space. Consistent with the policy position, the County will also support legislation which would authorize and direct the USDA to provide state and local funding for High Risk Prevention programs (also called Pest Detection Funding).

***Beneficial Use of Dredged Materials*** – As the beneficial reuse of dredged materials has a clear public benefit, particularly in the Delta, the County will continue to support beneficial reuse in general and also continue to advocate for funding for a federal study to determine the feasibility of beneficial reuse, considering the benefits and impacts to water quality and water supply in the Delta, navigation, flood control damage, ecosystem restoration, and recreation. The study would include the feasibility of using Sherman Island as a rehandling site for the dredged material, for levee maintenance and/or ecosystem restoration. Language to authorize the study was included in the Water Resources and Development Act (WRDA) which was passed into law on November 8, 2007.

***Broadband*** – Consistent with CSAC policy, Contra Costa County will support the expansion of broadband (high speed internet service) to drive economic development and job opportunities, support county service delivery, and improve health, education and public safety outcomes for residents. For communities to realize these full benefits of broadband it must be capable of supporting current technology.

Access and adoption are both necessary elements that should be supported in state and federal legislative or regulatory proposals. This entails the following:

- Establishing and maintaining reliable broadband in unserved or underserved communities;
- Promoting the knowledge, skills and behaviors that comprise digital literacy;
- Making broadband affordable for all households;
- Maximizing funding for infrastructure; and
- Reducing infrastructure deployment barriers.

***Child Care*** – Research continues to show that quality, affordable childcare is a necessity to ensuring a family's stability and economic success. Currently in Contra Costa County, there are over 10,000 low-income children eligible for affordable childcare services, yet only 29% of that need is met. Research also shows that in addition to a child's long-term success with school and employment, investing in high-quality early care and education results in a higher than average return on investments in the areas of crime reduction and positive health, education and economic outcomes.

With regards to childcare, the County will support efforts that ensure all children have access to quality care by expanding high quality learning opportunities for children 0-5, including but not limited to proposals such as:

- An increase of over 100,000 new childcare slots and \$12 billion over the next 10 years;
- A focus on children and their families who are at or below 200% of poverty;
- Financing through a new cost-sharing partnership with states, already a proven successful model with Head Start in Contra Costa County.

The County will also advocate for the following federal actions:

- Increase funding to support employment of low-income families through greater access to child care subsidies, and increase the access of children from eligible families to high-quality care that supports positive child development outcomes.
- Provide flexibility at the state and local levels so that quality care can be balanced with access and parental choice.
- Reauthorization of Head Start that includes consideration of a regional approach to determining eligibility and reforming the Head Start Designation Renewal System by suspending the use of the lowest 10 percent of the Classroom Assessment Scoring System trigger.
- **OPPOSE block granting Head Start and Early Head Start programs.**
- **SUPPORT new comprehensive proposals that would enhance funding and development of early care and education infrastructure, including increasing supports, services, and increased compensation for the early education workforce.**
- **SUPPORT efforts that increase access to home visiting programs that are designed and implemented to support families in providing an environment that promotes healthy growth and development of young children.**

***Child Support*** –The County will advocate for the following federal actions:

- Eliminate the \$25 fee for non-IV-A families.
- Restore the incentive match payments that were prohibited in the Deficit Reduction Act.
- Allow the automatic use of cash medical support to reimburse Medicaid expenditures.
- Allow IV-D agencies to access Health Insurance records for the purposes of Medical Support.

***Child Welfare and Well-being*** –The County will advocate for the following federal actions:

- Provide states with financial incentives, as opposed to monetary penalties, under the Child and Family Services Reviews and minimize the significant administrative burden associated with the review process.
- **Modify the Federal Title IV-E Foster Care eligibility income standard from the current 1996 AFDC Federal Poverty Level (100% FPL) to be in line with (and follow) the Medicaid 138% FPL standard.**



- Increase prevention dollars to help maintain children safely in their own homes. Federal funding currently gives disproportional support to out-of-home care rather than to preventing children from coming into care.
- Any increase in Federal Medical Assistance Percentage should include an associated increase in the Title IV-E matching rate to help support children in foster care.
- OPPOSE The Family First Prevention Services Act for our Children, an Act that would curtail California's Continuum of Care Reform (CCR) efforts and would result in poor outcomes for especially vulnerable abused and neglected children.
- OPPOSE the elimination or cuts to the Social Services Block Grant and the Adoption Assistance Program.

***Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and HOME Programs*** – The County's ability to continue funding to a variety of nonprofit agencies that provide critical safety net services to lower income residents, including financing the development of affordable housing is threatened by further cuts as part of the Budget Control Act (Act) passed by Congress in July 2011. The Act established mandatory spending caps on most federal programs through 2021, and arranged additional across-the-board annual spending cuts to federal defense and non-defense discretionary (NDD) programs over this same period.

Included in non-defense discretionary programs are critical local government oriented programs including the CDBG, ESG and HOME programs. These programs are successful and productive, leveraging significant funding from non-federal sources to help spur economic development. The County agrees that reducing the federal deficit is an important component of achieving long-term national economic stability, but targeting solely NDD programs like the CDBG, ESG and HOME programs will not achieve significant reductions and will hinder the County's ability to provide critical services to its most vulnerable populations. The County will continue to oppose any further reductions in the CDBG, ESG and HOME programs as part of the Budget Control Act or any other means.

***Cost Shifts to Local and State Government*** – Contra Costa County performs many of its services and programs pursuant to federal direction and funding. Other services and programs are performed at the behest of the state, which receives funding through the federal government. In the past, the Administration's budget has contained significant cuts to entitlement programs and/or caps on entitlements. Such actions could shift cost of services from the federal government to the state and/or local governments (and to the extent that costs would shift to the state, it is highly likely that these would be passed on to the County). The County will oppose any actions that would result in cost shifts on federal entitlement programs or which would result on greater dependency on county funded programs. In addition, the County will support federal and state financial assistance to aid county and local government efforts to meet unfunded federal mandates, such as those contained in the National Response Plan (NRP), the National Infrastructure Protection Plan (NIPP), and the National Incident Management System.

***Criminal Justice and Mental Health*** – Contra Costa County supports the Mental Health and Safe Communities Act, which strengthens federal programs related to mental health in the criminal justice system by enhancing the ability of families and communities to identify mental illness; and the Comprehensive Justice and Mental Health Act, which would update the Mentally Ill Offender and Treatment Crime Reduction Act (MIOTCRA) and facilitate collaboration among the criminal justice, juvenile justice, mental health treatment, and substance use systems to ensure that people with mental illnesses receive the support they need.

An increasing number of people with mental illnesses are coming into contact with the criminal justice system—with law enforcement, courts, jails and prisons, and probation and parole agencies—at a tremendous cost to taxpayers and public safety, as well as to these people and their families. According to a U.S. Department of Justice report, approximately 45 percent of people in federal prisons, 56 percent of people in state prisons, and 64 percent of people in local jails displayed symptoms of a mental health condition.

The County will also support the mental health and criminal justice provisions in legislation that support and expand bipartisan initiatives across the country (**including the Stepping Up initiative**), such as specialized law enforcement training, mental health courts, and other collaborative responses to people in the criminal justice system who have mental health and substance use treatment needs. The County will also support legislation that provides resources for programs in correctional facilities, as well as resources to improve reentry outcomes for people with mental illnesses released from incarceration back into the community, and authorizing the creation of a specialized National Criminal Justice and Mental Health Training and Technical Assistance Center.

***Deferred Action for Childhood Arrivals*** – OPPOSE legislation and administrative actions to repeal DACA (Deferred Action for Childhood Arrivals) as well as legislation and administrative efforts that target individuals due to their color, religious affiliation or national origin.

***Delta Water Platform*** –To protect the Sacramento-San Joaquin Delta from various detrimental forces that are affecting its health and resources, it is the policy of Contra Costa County to support implementation of projects and actions that will help improve the Delta ecosystem and the economic conditions of the Delta. Contra Costa County has adopted a Delta Water Platform to identify and promote activities and policy positions that support the creation of a healthy Sacramento-San Joaquin Delta. Contra Costa County will use this Platform to guide its own actions and advocacy in other public venues regarding the future of the Delta.

***Designation of Indian Tribal Lands and Indian Gaming*** – The Board of Supervisors has endorsed the California State Association of Counties’ (CSAC) policy documents regarding development on tribal land and prerequisites to Indian gaming. These policy statements address local government concerns for such issues as the federal government’s ability to take lands into trust and thus remove them from local land use jurisdiction, absent the consent of the state and the affected county; the need for tribes to be responsible for all off-reservation impacts of their actions; and assurance that local government will be able to continue to meet its governmental responsibilities for the health, safety, environment, infrastructure and general

welfare of all members of its communities. The County will continue to advocate for federal legislation and regulation that supports the CSAC policy documents.

The County will also advocate for limitations on reservation shopping; tightening the definition of Class II gaming machines; assuring protection of the environment and public health and safety; and full mitigation of the off-reservation impacts of the trust land and its operations, including the increased cost of services and lost revenues to the County.

The County will also advocate for greater transparency, accountability and appeal opportunities for local government in the decision-making processes that permit the establishment of Indian gaming facilities. This includes sequencing the processes so that the Indian Lands Determination comes first, prior to initiation of a trust land request and associated environmental review.

The County will also consider support for federal action and/or legislation that allows Class III gaming at the existing gaming facility only if it can be shown that any change would result in a facility that would be unique in nature and the facility can demonstrate significant community benefits above and beyond the costs associated with mitigating community impacts.

***Economic Development Programs*** – Congress should fund all the complementary programs within HUD’s community and economic development toolkit, ensuring that HUD does not lose sight of the development component of its mission. To that end, the County will support continued funding for the Section 108 loan guarantee program, the Brownfields Economic Development Initiative and the Rural Housing and Economic Development program. *Each of these programs plays a unique role in building stronger, more economically viable communities, while enabling communities to leverage external financing in a way the CDBG program alone cannot do.*

***Federal “Statewideness” Requirements*** – For many federally funded programs, there is a “statewideness” requirement; i.e., all counties must operate the specific program under the same rules and regulations. This can hamper the County’s ability to meet local needs, to be cost effective and to leverage the funding of one program to reduce costs in another program. Contra Costa County cannot negotiate for federal waivers or do things differently because it is not a state, yet its population is greater than seven states. *Recognizing this is a very long-term effort, the County will advocate for relaxation of the “statewideness” rule to allow individual counties or a consortium of counties to receive direct waivers from the federal government and/or adopt the rules and regulations currently in use in another state for specific programs.*

***Habitat Conservation Planning*** – The County will advocate for elevating the profile of locally controlled, regional Habitat Conservation Plans (HCPs) such as the East Contra Costa County HCP within Congress and Administration so that these critical federal/state/local partnerships can receive necessary attention and support. *HCPs are flagship programs for the federal government and supporting effective implementation of approved HCPs should be a top priority for the U.S. Department of the Interior and U.S. Fish and Wildlife Service and HCPs should be a key tool in any federal climate change or economic stimulus legislation.*

***Habitat Conservation Permitting and Permit Alignment*** – The County will advocate for and support efforts to align federal permits for natural resource impacts federal with permits already

issued by the U.S Fish and Wildlife Service pursuant to a locally-controlled, regional Habitat Conservation Plan (HCP), such as East Contra Costa County HCP. One good example of this is the U.S. Army Corps' issuance of Regional General Permit 1 which was designed to be consistent with the East Contra Costa County HCP. The alignment of permit requirements and processes improves the overall efficiency, predictability and effectiveness of natural resource regulation and project delivery.

**Health** – The County will advocate for the following actions by the federal government: a) provide enhanced Medicaid FMAP (the "Federal Medical Assistance Percentage" for Medicaid. It is the federal matching rate for state Medicaid expenditures.); b) suspend the Medicare "clawback" rule; c) suspend the "60-day rule" that requires states to repay the federal government overpayments identified by the state prior to collection, and even in instances where the state can never collect; d) ease the ability to cover those eligible for Medicaid by making documentation requirements less stringent; and e) prevent the implementation of the following seven federal regulations:

- Outpatient hospital
- Case Management
- School Based Administration & Transportation
- Public Provider Cost Limit
- Graduate Medical Education
- Rehabilitation Services Option
- Provider Tax

SUPPORT full funding of the Federal Medicaid program by the federal government. Medicaid provides access to health care for people whose income and resources are insufficient to pay for health care. It is jointly funded by Federal and State governments. The Patient Protection and Affordable Care Act (also known as the ACA) significantly expanded both eligibility for and federal funding of Medicaid. OPPOSE amendments to the ACA that would reduce support for Medicaid/Medi-Cal payments to providers.

OPPOSE efforts to repeal the Affordable Care Act or to replace it with any proposals that represent significant, permanent structural alterations to current subsidized segments of the health care system. *This would include proposals that would convert Medicaid enrollee categories to a per-capita cap model, thereby establishing hard federal funding caps for state Medicaid programs. These proposals could force the state to make cuts of its own to offset the loss of federal funding. Contra Costa's entire Medi-Cal (Medicaid) population of approximately 250,000 people, including 90,000 children, could be affected as a result.*

OPPOSE new block-granting proposals, harsh cuts, or proposals that will significantly and/or permanently shift the structure of health and human service funding and programming that would lead to the restriction or elimination of safety-net programs. *Reductions in federal human services funding and programming severely limits critical support for our community and state. Block grants often lead to decreases in funding that forces states to limit benefits for families, cap enrollment, and establish waitlists. These restrictions result in families who need these supports and services, not being able to access them, possibly leading them into deeper poverty and distress.*

OPPOSE federal legislation and administrative efforts to eliminate or reduce funding for essential public health services, inclusive of funding for immunization, HIV/Ryan White, Communicable Disease and Tuberculosis Control, Hansen's Disease, Teen Pregnancy, Public Health Preparedness and Maternal Child Health Funding.

SUPPORT reauthorization of funding for HIV/Ryan White Care, Maternal Child Health Funding including Maternal Infant Early Childhood Home Visiting (MIECHV), and CHIP (Children's Health Insurance Program).

**Homeless / Runaway Youth** –The County will support continued investment in the Runaway and Homeless Youth Act to ensure that all youth have access to housing and other critical services. *Homelessness among young people is a serious issue. Homeless youth, sometimes referred to as unaccompanied youth, are individuals who lack parental, foster or institutional care. Homeless youth are at a higher risk for physical abuse, sexual exploitation, mental health disabilities, substance abuse, and death. It is estimated that 5,000 unaccompanied youth die each year as a result of assault, illness, or suicide. In Contra Costa County youth under the age of 18 years make up approximately 11% of the homeless population and two thirds of those youth reside in shelters on any given night.*

**Human Trafficking** – Human Trafficking is the illegal recruitment, transportation, harboring, provision or obtaining of people (by force, fraud or coercion), typically for the purposes of forced labor or commercial sexual exploitation. Nearly 20.9 million people around the world fall victim to this multi-billion dollar industry. In the past year Contra Costa partners on a Federal human trafficking grant have served over 136 victims of human trafficking. Of those served 1,871 units of services were provided across 22 different categories of service such as legal services, protection and safety planning, family reunification and more. Women and girls are the predominant groups of people that are harmed by these actions.

The County will advocate for the following federal actions to insure support and services for victims of human trafficking, and the systems that help them:

- SUPPORT federal funding that effectively enables service providers to assist victims and law enforcement to prosecute traffickers. Because it takes a well-resourced multi-faceted approach to support victims and to insure traffickers are prosecuted support cross-system, comprehensive approaches to prevent human trafficking.
- SUPPORT efforts that increase the level of training, awareness, and funding to address promising practices related to labor trafficking (including the hospitality industry, restaurants, etc.). Victims of trafficking may be found everywhere– some may be found working against their will in hotels/motels for long hours for little or no pay. Labor trafficking has been found in diverse labor settings including domestic work, restaurants, nail salons, small businesses, large farms, and factories.

**Interpersonal Violence** – Interpersonal violence, often referred to as intimate partner violence, domestic violence or battering, is a pattern of behavior used to establish power and control over another person through fear and intimidation, often including the threat or use of violence. The

abuse can take several forms: physical, emotional, sexual, and economic as well as threats, stalking/surveillance, isolation and intimidation. Although women are more likely to be targeted, anyone can be a victim of interpersonal violence including those in the LGBTQ communities, men, disabled persons, seniors, and elders. The County will advocate for the following federal actions:

- OPPOSE any and all funding cuts, including but not limited to elimination of grant programs for violence prevention, human/labor trafficking, victim services, and/or issues related to interpersonal violence. In addition to OPPOSING any threats to cut or eliminate Department of Justice federal grants related to the Violence Against Women Act.
- SUPPORT efforts that increase access to cultural responsiveness and language support for victims of crime.
- SUPPORT efforts that promote collaboration and coordination across systems; including the sharing of confidential or protected information in multidisciplinary team settings in order to increase support for survivors.
- SUPPORT the sustainment and implementation/practice of the Hostile Environment Harassment and Liability for Discriminatory Housing Practices under the Fair Housing Act that protects housing access for victims of harassment and survivors of domestic violence.
- SUPPORT efforts to protect employment rights for survivors of interpersonal violence.
- SUPPORT efforts that promote training, capacity building and deeper understanding for students, educators and social service staff on trauma informed care, adverse childhood experiences, healthy workplaces and schools.

***Levee Restoration and Repair*** – The County will support legislation such as H.R. 6484, the SAFE Levee Act (Garamendi) in 2012, which will authorize the U.S. Department of the Interior to invest in Delta levee repairs, for all levees that are publicly owned or publicly maintained. The bill also requires a cost-benefit analysis for the tunnel project being planned as part of the Bay-Delta Conservation Plan.

***Library Support*** – The County will support funding for the Institute of Museum and Library Services (IMLS), the primary source of federal support for the nation's approximately 120,000 libraries and 35,000 museums and related organizations. In recent years California has received more than \$16M statewide. IMLS is the federal agency that distributes funds to state libraries who in turn fund statewide initiatives and competitive Library Services and Technology Act (LSTA) grants to public libraries. IMLS was at risk of being eliminated for FY'18 and may face a similar threat again. The Contra Costa County Library has received funding for Discover & Go, War Ink, STEAM, Career Online High School (COHS) scholarships, and numerous other programs and services over the years.

***Low Income Home Energy Assistance Program (LIHEAP)*** - LIHEAP helps low-income families pay their heating bills. LIHEAP is a grant that offers assistance in the form of a cash grant,



sent directly to the utility company, or a crisis grant for households in immediate danger of being without heat. Weatherization Assistance Program (WAP) enables low-income families to reduce their energy bills by making their homes more energy efficient. Funds are used to improve the energy performance of dwellings families in need, using the most advanced technologies and testing procedures available in the housing industry. The County will advocate for the following federal actions:

- **OPPOSE** elimination and reduction in funding for the LIHEAP and WAP programs.

**Multi-Service Centers** – The County will support federal funding for the establishment and operation of coordinated service integration models such as SparkPoint, Service Integration Teams, Family Resource Centers, or Family Justice Centers. Multi-service centers often co-locate county and non-profit agencies working holistically to meet the needs of families. Centers can help individuals and families address immediate financial crises, build financial security, address abuse and violence, provide accessible, coordinated public services, and may, engage families in resident-driven efforts to revitalize their communities.

**Municipal Securities** – The County supports efforts to preserve, enhance and streamline the availability of tax-exempt financing to fund critical public infrastructure projects. For over 100 years, federal tax policy has granted a tax exemption on municipal bond interest to incentivize investment in local infrastructure projects. Also, the federal government has occasionally provided “direct subsidy bonds” that further mitigate borrowing costs to local government.

- Preservation for the Tax-Exemption for Municipal Bonds: The County will support the continued exemption of municipal bond interest.
- Opposition to Repeal of the “Tower Amendment” to the Securities Acts Amendments of 1975: The Tower Amendment to the Securities Acts Amendments of 1975 has prohibited the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) from directly or indirectly regulating state and local government issuers of municipal securities prior to the sale of those securities. The County will oppose any repeal of the Tower Amendment which would impose an additional federal regulatory oversight burden on local government issuers, in recognition that the states already have such authority.
- Private Activity Bonds for Government Buildings: The County will support legislation that would create a new category of private activity bonds for governments to join with private parties to help finance government buildings. The tax-exempt bonding mechanism would allow state and local governments to issue private activity bonds to finance the construction and upkeep of certain publically owned buildings. The County will support amending the federal tax code to provide another layer of tax-exempt financing that would encourage the use of public-private partnerships.

**Pension** – The County will support legislation that would modify the Internal Revenue Code and corresponding regulations to permit public employees to make an irrevocable election between their current pension formula and a less rich pension formula.

In 2006, Contra Costa County and the Deputy Sheriff's Association jointly obtained state legislation that would allow members of the Association to make a one-time irrevocable election between their current pension formula and a less rich pension formula, called Tier C. Orange County and its labor organizations obtained similar legislation in 2009. However, neither County has been able to implement this state legislation because such elections currently have negative tax consequences for employees and for retirement plans under federal tax law as interpreted by the Internal Revenue Service.

Like many local government entities nationwide, the County's fiscal position would benefit greatly from reduced pension costs. Allowing local government entities to implement collective bargaining agreements and state legislation that permits employees to elect less rich pension formulas would be a significant step in reducing pension costs.

***Preservation of the federal deduction on State and Local Taxes (SALT)***--The County opposes repeal of the federal income tax deduction on State and Local Taxes (SALT). *Since 1913, the SALT deduction has been a deduction available to taxpayers in recognition that the portion of income deducted was spent on state and local public services such as public safety and transportation. In modern history, the SALT deduction has had a strong correlation to the mortgage interest deduction. This is because most homeowners pay property taxes on real property owned in their State, which are subsequently deducted using the SALT deduction on federal income taxes. For this reason, the SALT deduction can be viewed as a valuable financial benefit of homeownership. Repeal of the SALT deduction and the corresponding reduction in financial benefit of homeownership, could lead to a change in market prices of homes to "price in" the loss of the SALT deduction to homeowners. In California, ad valorem property taxes, which provide general purpose revenue to local governments, including cities and counties, is based on the assessed value of, among other things, residential homes. Should a repeal of the SALT deduction lead to a corresponding reduction in home values, local governments in California would be negatively impacted by reduced home values.*

***Public Housing Programs*** – The County will support legislation that results in the transformation of existing programs to improve their effectiveness and efficiency, in tandem with the design of new and innovative responses, both to build upon recent progress and address outstanding issues.

The County will support legislation to protect the nation's investment in Public Housing:

- Enact affordable housing industry proposal to allow public housing agencies (PHAs) to voluntarily convert public housing units to Section 8 project-based rental assistance in order to preserve this vital component of the national infrastructure.
- Oppose the Administration's proposal to impose a \$1 billion offset against the operating reserves of responsible, entrepreneurial PHAs.
- Support the revitalization of severely distressed public housing units.
- Address safety and security concerns connected to drug-related crime.



The County will support legislation to preserve vital community and economic development programs:

- Fully fund the Community Development Block Grant Program in order to create and save jobs, revitalize local economies, and support critical services for vulnerable populations.
- Maintain funding for HUD's cost-effective economic development tools.

The County will support legislation to strengthen and simplify the Section 8 Rental Assistance programs:

- Provide adequate funding for Housing Assistance Payment contract renewals and ongoing administrative fees.
- Enact the Section Eight Voucher Reform Act (SEVRA).
- Implement overdue regulatory and administrative revisions that ensure the efficient use of program funds.

The County will support legislation to maintain and expand Affordable Housing Opportunities and combat homelessness:

- Fully fund the Home Investment Partnerships Program and HUD's homeless assistance programs, such as the Emergency Solutions Grant Program.
- Capitalize the Housing Trust Fund through a revenue-neutral approach.
- Preserve and strengthen the Low Income Housing Tax Credit Program.
- Preserve the availability of tax-exempt Private Activity Bonds which are the most common form of financing of affordable multi-family housing projects.

The County will support legislation to foster innovation, increase efficiency, and streamline the regulatory environment:

- Promote reasonable and flexible federal oversight.
- Incentivize green building and increased Energy Efficiency.
- Support HUD's ongoing transformation efforts.
- Ensure that HUD releases and distributes federal funding in a timely manner.
- Eliminate statutory and regulatory barriers that prevent PHAs and redevelopment authorities from accessing federal programs they are qualified to administer.

***Rail Safety*** – Contra Costa County is home to a substantial oil refinery industry with four refineries located in the County. The County supports Senator Heitkamp's *Railroad Emergency Services Preparedness, Operational Needs, and Safety Evaluation (RESPONSE) Act, S. 2547*, which would

establish a Federal Emergency Management Agency (FEMA) panel focused on railroad incident first responders. By bringing together under FEMA's National Advisory Council all relevant agencies, emergency responders, technical experts, and the private sector for a review of training, resources, best practices, and unmet needs related to emergency responders to railroad hazmat incidents, the RESPONSE Act will begin the process of addressing shortcomings in existing emergency response practices and procedures. It will also address the effectiveness of funding levels related to training local emergency responders for rail hazardous materials incidents.

The County also supports FEMA funding for the training of first responders, regulations that increase tank car safety standards for cars transporting crude oil and other hazardous materials, and regulations that require railroads to share data with state emergency managers and local responders.

***Retiree and Retiree Health Care Costs*** – The County operates many programs on behalf of the federal government. While federal funding is available for on-going program operations, including employee salaries, the allocation is usually capped, regardless of actual costs. For retiree and retiree health care, the County's ability to contain costs is extremely limited. The County will advocate for full federal financial participation in funding the County's retiree and retiree health obligations.

***Second Chance Act*** – The County will support funding for the Second Chance Act, which helps counties address the growing population of individuals returning from prisons and jails. Despite massive increases in corrections spending in states and jails nationwide, recidivism rates remain high: half of all individuals released from state prison are re-incarcerated within three years. Here in California, unfortunately, the recidivism rate is even higher. Yet there is reason for hope: research shows that when individuals returning from prison or jail have access to key treatments, education, and housing services, recidivism rates go down and the families and communities they return to are stronger and safer.

The Second Chance Act ensures that the tax dollars on corrections are better spent, and provides a much-needed response to the "revolving door" of people entering and leaving prison and jail.

***Sexual Assault*** – Sexual violence affects millions of Americans – nearly every 2 minutes an American is sexually assaulted. The County will advocate for the federal actions to insure support for victims and survivors of sexual assault. The County will support providing funding to services for victims of sexual violence, and encourage systemic change to aid survivors and those who serve them. In the wake of the federal government rescinding Title IX sexual assault guidelines that provide the framework for school investigations on campus sexual misconduct we must look to provide alternative resources to ensure the safety of women and girls in the community.

***State Criminal Alien Assistance Program (SCAAP)*** – On May 23, 2012, the Department of Justice (DOJ) announced a change in the State Criminal Alien Assistance Program (SCAAP) that will prohibit SCAAP funds from being used to reimburse localities for foreign-born criminal aliens housed in jails that have been classified as "unknown inmates" by the Department of Homeland Security's Immigration and Customs Enforcement (ICE) agency. This is a significant change to the SCAAP reimbursement formula and will heavily impact counties across the nation.

The County will support the rescinding of this decision and a reinstatement of the previous reimbursement practice, which would more equitably reimburse jurisdictions for the costs of housing undocumented individuals, including those inmates whose status may be unknown to the Department of Homeland Security.

***Supplemental Nutrition Assistance Program (SNAP)*** – The County will advocate for the following federal actions:

- Increase SNAP benefit amounts to better meet recipients’ nutritional needs and support local economies.
- Adjust SNAP eligibility requirements to a) include currently excluded populations with significant need b) remove time limits and work requirements for Able-Bodied Adults Without Dependents (ABAWDS) and full-time students. ABAWDS and pertains to adults receiving food stamps who are considered employable.
- OPPOSE funding cuts or block granting the SNAP program.
- Remove the current federal barriers that prevent some nutrition programs from employing EBT technology.
- **SUPPORT efforts that would allow people to apply for CalFresh while incarcerated.**

***Streamlining Permitting for Critical Infrastructure, Economic Stimulus, and Alternative Energy Projects –“Green” Job Creation*** – Request that Congress and the Administration recognize the value of Habitat Conservation Plans (HCPs) as a reliable way of streamlining critical infrastructure, economic stimulus, and alternative energy project permitting in a manner that is consistent with federal environmental regulations. HCPs not only facilitate such projects through permit streamlining, but the planning, implementation, management, and monitoring needs associated with regional HCPs plans also create many quality “green” jobs.

***Telecommunications Act of 1996 Revisions*** – The Telecommunications Act of 1996 governs local government’s role in telecommunications, primarily broadband cable that uses the County’s right-of-way as well as consumer protections. As Congress works to update the Act, the County will continue to advocate for strengthening consumer protections and local government oversight of critical communications technologies; local access to affordable and reliable high speed broadband infrastructures to support the local economy; the right of local municipalities and communities to offer high-speed broadband access; coordination and integration of private communication resources for governmental emergency communication systems; preservation of local government’s franchise fees; preservation of the local community benefits, including but not limited to public, education and governmental (PEG) access channels; authority for provision of municipal telecommunication services; preservation of local police powers essential for health, safety and welfare of the citizenry; preservation of local government ownership and control of the local public rights-of-way; and support for ensuring that communication policy promotes affordable services for all Americans.

The Community Broadband Act of 2007, S.1853, encourages the deployment of high speed networks by preserving the authority of local governments to offer community broadband

infrastructure and services. The County will oppose all bills that do not address the County's concerns unless appropriately amended. In addition, the Federal Communications Commission (FCC) has proposed rule-making (FCC Second Report and Order Docket 05-311 "Franchising Rules for Incumbents") that, in the opinion of local government, goes beyond the scope of their authority in this area. The County will oppose all such rule making efforts.

***Telecommunications Issues*** – Support the Community Access Preservation (CAP) Act introduced in 2009 by Wisconsin Congresswoman Tammy Baldwin. The CAP Act addresses the challenges faced by public, educational and government (PEG) TV channels and community access television stations. The CAP Act addresses four immediate issues facing PEG channels. The CAP Act would: Allow PEG fees to be used for any PEG-related purpose; require PEG channels to be carried in the same manner as local broadcast channels; require the FCC to study the effect state video franchise laws have had on PEG; require operators in states that adopted statewide franchising to provide support equal to the greater of the support required under the state law or the support historically provided for PEG; and make cable television-related laws and regulations applicable to all landline video providers.

In addition, the County should support the widespread deployment and adoption of broadband, especially as it serves to connect the educational community and libraries.

***Temporary Assistance for Needy Families*** – The County will advocate for the following federal actions:

- Relieve states of work participation rate and work verification plan penalties for fiscal years 2007, 2008, 2009 and 2010 in recognition of the serious downturn in the national economy and the succession of more "process-based" regulations issued in the last few years.
- SUPPORT policies that do not penalize work and movement towards financial stability. Families who are working and receiving modest cash assistance grants to supplement low earnings should not be subject to the federal time limit on assistance. Running the time limit clock while a parent is working and receiving such supplements means both that a family could lose assistance when it has exhausted its time-limited benefits and not be able to receive additional assistance if the parent loses his/her job. TANF should send a strong message to recipients that "work pays" – running the clock while a family is working undermines this message.
- Allow temporary exemptions from time limits and work requirements for families confronting severe employment barriers - including living in an area of high unemployment or are victims of abuse.
- Permanently withdraw the August 8, 2008, proposal that would have repealed the regulation that enables states to claim caseload reduction credit for excess MOE expenditures.
- Rescind the May 22, 2008, HHS guidance that effectively eliminated the ability of states to offer pre-assistance programs to new TANF applicants for up to four months.

- Rescind the final Deficit Reduction Act regulation restricting allowable state maintenance-of-effort expenditures under TANF purposes 3 and 4.
- End federal efforts to impose a national TANF error rate.
- Reauthorize and increase the TANF Block Grant. The allocation of the block grant has not increased since 1997. Support funding TANF annually by an amount commensurate with the rate of inflation to ensure that the program's actual value does not decrease each year.

**Veterans Benefits** – The County will support legislation to increase availability, accessibility, and utilization of Veterans Benefits.

Within Contra Costa County, Veterans' health care is provided by the VA Martinez Clinic, a division of the VA Northern California Healthcare System. Currently, access to enrollment in the VA healthcare system is limited to Veterans with a Service Connected disability of greater than 10%, special eligibility criteria (Purple Heart, former POW, Iraq & Afghanistan Vets within 5 years of discharge, etc.), and to Veterans with an annual gross income less than a geographically based threshold. Currently, VA emergency services are not available after hours or during weekends. The nearest VA emergency room is nearly 34 miles away from the VA Martinez Clinic.

The County will support legislation that would expand enrollment eligibility (such as removing the income limit criteria) to all Veterans with an honorable discharge. Furthermore, the County will support legislation that would establish 24 hour VA emergency services at the VA Martinez clinic.

In addition, the County will support legislation that will improve the timeliness and quality of both VA benefits claim decisions and VA healthcare services. Specifically, legislation that works toward improving on the expedited processing of claims and administering of benefits to populations with unique needs, such as homeless Veterans, Women Veterans, and Veterans experiencing service related Posttraumatic Stress Disorder.

**Veterans Halls** – The County will support legislation to provide America's veterans organizations with resources to make necessary repairs to or replacement of their meeting halls and facilities.

Across America, the meeting halls and posts of Veterans Service Organizations such as the American Legion and Veterans of Foreign Wars serve as unofficial community centers. Unfortunately, many of these facilities are not compliant with Americans with Disabilities Act accessibility standards, are not earthquake retrofitted, or have deteriorated in recent years due to declining membership and reduced rental revenues as a result of the economic downturn.

The County will support legislation that would create a competitive grant program for veterans' organizations, classified by the IRS as 501c19 non-profit organizations and comprised primarily

of past or present members of the United States Armed Forces and their family members, to use for repairs and improvements to their existing facilities.

***Volume Pricing*** – The National Association of Counties supports greater access for local governments to General Services Administration (GSA) contract schedules. These schedules provide volume pricing for state and local governments and make public sector procurement more cost effective. However, current law does not provide full access to state and local governments for GSA schedules. The County will support legislation that gives local governments access to these schedules and provides the option of purchasing law enforcement, security, and other related items at favorable GSA reduced pricing.

***Water Quality, Quantity and Delta Outflow*** – Congress may consider legislation that could adversely affect water quality, quantity and flows in the Sacramento-San Joaquin Delta to the detriment of the County residents, economy and resources. The Board of Supervisors will rely on its adopted Delta Water Platform and its adopted resolution on Water, Ecosystem Health and other Issues Related to the San Francisco Bay and the Sacramento –San Joaquin River Delta (No. 2012-46) to determine the appropriate response to federal legislative issues brought to the Board's attention.

***Workforce Development*** – Contra Costa County supports policies that meet the needs of serving businesses, workers, job seekers, and youth. The County further supports policies under the Workforce Innovation & Opportunity Act (WIOA) that preserve local decision-making relative to spending, direction of work, and other functions of local workforce boards. The County also supports policies that promote equal employment opportunities for women and men in an effort to increase employment and the creation of jobs in both the public and private sector and that enhance business' access to a qualified talent pool, and promote business growth through the development of a skilled workforce. The County also favors policies that provide increased funding to support job seeker services, as well as policies that make strategic investments to leverage existing funding in the workforce development arena. **The County will OPPOSE cuts to WIOA funding and programming.**



# 2018 PROPOSED STATE LEGISLATIVE PLATFORM

Contra Costa County

January 23, 2018

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## Table of Contents

COUNTY-SPONSORED LEGISLATION.....	2
LEGISLATIVE/REGULATORY ADVOCACY PRIORITIES .....	2
STATE PLATFORM POLICY POSITIONS.....	5
Agriculture.....	5
Animal Services .....	6
Child Support Services .....	7
Climate Change .....	7
Delta Water Platform.....	9
Elections.....	9
Emergency Preparedness, Emergency Response.....	9
Eminent Domain .....	10
Flood Control and Clean Water .....	10
General Revenues/Finance .....	11
Health Care.....	13
Human Services .....	19
Indian Gaming .....	28
Land Use/Community Development .....	28
Law and Justice System.....	31
Levees .....	32
Library.....	33
Pipeline <u>Safety</u> .....	34
Telecommunications and Broadband .....	34
Transportation.....	35
Veterans.....	38
Waste Management .....	38
Workforce Development .....	40

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## 2018 STATE LEGISLATIVE PLATFORM CONTRA COSTA COUNTY

Each year, the Board of Supervisors adopts a State Legislative Platform that establishes priorities and policy positions with regard to potential State legislation and regulation. The State Legislative Platform includes County-sponsored bill proposals, legislative or regulatory advocacy priorities for the year, and policies that provide direction and guidance for identification of and advocacy on bills which would affect the services, programs or finances of Contra Costa County.

### COUNTY-SPONSORED LEGISLATION

#### West Contra Costa Healthcare District (SB 522)

Given the District's limited funding and change in operations, legislation that would allow the Board of Supervisors to appoint the District's governing body is necessary and appropriate. It would eliminate the cost of elections and foster collaboration between the District and the County as these two public agencies work together to meet the medical needs of District residents. On August 1, 2017, the Board of Supervisors authorized the County Administrator to seek legislation to change the District's Board of Directors from an elected board to one appointed by the Board of Supervisors. The District's governing body also supports this change. A bill has been introduced to accomplish this, SB 522, and will be considered in January 2018.

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The County has been engaged in advocating for the reform of school siting policies for a number of years. Late in 2016 the California Department of Education (CDE) announced an effort to revise Title 5 to, among other things, "align school facilities and siting policies with state sustainability goals..." In meeting with CDE staff and our Legislative Delegation over the past 5 years it has become apparent that in order to revise Title 5 such that requirements (as opposed to guidance) can be established, a legislative solution may be necessary.

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### LEGISLATIVE/REGULATORY ADVOCACY PRIORITIES

Each year, issues emerge through the legislative process that are of importance to the County and require advocacy efforts. For 2018, it is anticipated that critical issues requiring legislative advocacy will include the following:

**Priority 1: State Budget** – The state's continuing economic recovery, prior budget cuts, and the additional, temporary taxes provided by Proposition 30 have combined to bring the State Budget to a much improved financial condition. While the Governor's Budget identifies cost pressures and budget risks in health and human services programs, of particular concern to counties is the inadequate reimbursement for our ever-increasing cost of operating several human services programs: the "Human Services Funding Deficit," formerly referred to as the "Cost of Doing Business." The annual shortfall between actual county expenses and state reimbursement has grown to over \$1 billion since 2001, creating a de facto cost shift to counties. The funding gap forces counties to reduce services to vulnerable populations and/or divert scarce county resources from other critical local services. It also increases the risk of state and federal penalties.

Due to the restructuring of In-home Supportive Services (IHSS) funding in the State Budget (SB 90), the new Maintenance of Effort will shift program costs to counties; Contra Costa County anticipates a resultant decrease in IHSS administration funding. At the same time, the County anticipates that IHSS caseloads and authorized hours per case will continue to increase. In Contra Costa County, the number of caseloads increased by 16% from FY 2013-14 to FY 2016-17; the number of providers grew by 13%; and average authorized hours per case increased by 19%. The

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new proposed administrative funding is not expected to match the growing need for increased administration time and support needed to meet the demand of the growing IHSS population. Anticipated negotiations for the FY 2019-2020 State budget will re-examine the funding structure for IHSS and determine the sustainability of county revenues and programs.

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**Priority 2: Health Care** – Counties play a critical role in California’s health reform efforts. Counties serve as employers, payers, and providers of care to vulnerable populations. Consequently, counties actively participate in discussions of how to best reform and preserve the health care system in California and implement the national health care reform legislation passed in 2010, The Patient Protection and Affordable Care Act (ACA).

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The optional Medi-Cal Expansion, in effect on Jan. 1, 2014, was a significant part of the State Budget process in 2013. The ACA had required states to expand Medicaid programs to allow childless adults at or below 138 percent of poverty to be eligible for Medicaid (known as Medi-Cal in California). The Supreme Court struck down that mandate but allowed it to be an option for states, which California exercised.

However, significant unknowns remain including questions about the actual impact of the ACA coverage expansions on counties and the number of uninsured individuals to whom counties will still need to provide services. Counties will retain the Section 17000 responsibility, and there will be significant variations in the impacts of both the ACA and AB 85 for the different types of counties: county hospital (12 counties including Contra Costa County), payor/clinic and County Medical Services Program (CMSP) counties.

The County will continue to work on the implementation of required health care reform measures to maximize federal revenue. The County will support efforts to provide counties with the necessary tools to implement health care reform which may include performing eligibility and enrollment, preserving existing county resources from 1991 Realignment, providing for a smooth transition for the various operational systems, and supporting legislation to ensure that low-income families are covered under the Affordable Care Act while opposing legislation which would reduce Medi-Cal eligibility. In addition, the County will continue to work to reduce uncompensated health care costs, work on the adequacy of rates under the new health care system, and advocate for adequate state funding for community-based health and social service networks to improve service coordination, health outcomes and quality of life.

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**Priority 3: Water and Levees /The Sacramento-San Joaquin Delta** – The enactment of the Delta Reform Act (2009), a bill that established the co-equal goals for reliable water supply and ecosystem restoration for the Delta, created the Delta Stewardship Council, and supported the proposed Bay Delta Conservation Plan (BDCP) --an effort to construct a pair of massive tunnels under the Delta-- will bring significant, large-scale change to the Delta as we know it. The scope and content of these changes, as well as enduring political battles between northern and southern California over water, will continue to guide legislative and administrative agendas in the coming year. Enabling legislation was also passed in 2009 for a state water bond, which was delayed from the 2010 and 2012 ballots but successfully passed on the 2014 state ballot, as Proposition 1.

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Significant future impacts on the County in the areas of water quality and supply, levee stability, ecosystem health, local land use authority and flood control are anticipated.

Particular areas of concern for 2018 include, but are not limited to: (1) the ongoing development of the BDCP project, now recast as the California WaterFix (CWF) and whether the state water bond appropriates funds specific to the BDCP/CWF; and (2) the impacts of the Delta Plan on local land use authority, efforts to expedite state bond funding for levee improvement projects, and the development of flow standards that will impact water quality and ecosystem health in the Delta. The County's adopted Delta Water Platform, as well as the Strategic and Action Plans, are incorporated in this Platform by reference.

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**Priority 4: Realignment Implementation** – The battle for constitutional protections for 2011 Realignment concluded successfully on November 6, 2012 when Proposition 30 was passed by the voters. Proposition 30 provides constitutional guarantees to the funding that supports Realignment and safeguards against future program expansion without accompanying funding. With these provisions in place, Contra Costa County continues to implement the array of programs transferred under 2011 Realignment, confident that funding is secure and programmatic responsibilities are defined. However, the County remains concerned that the funding is not sufficient and is also concerned about liability issues arising from the new responsibilities.

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Any future proposals to realign programs to counties must have constitutionally guaranteed ongoing funding and protections. The County will oppose any proposals that would transfer additional program responsibility to counties without funding, constitutional protections, county participation and approval. The County will also oppose efforts that limit county flexibility in implementing programs and services realigned in 2011 or infringe upon our ability to innovate locally. The County resolves to remain accountable to our local constituents in delivering high-quality programs that efficiently and effectively respond to local needs. Further, we support counties' development of appropriate measures of local outcomes and dissemination of best practices.

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With regard to Public Safety realignment, counties have received parolees whose latest crime fits the specified "non-violent, non-serious, non-sex offender" (N3) definition but who have a criminal background that includes violent, serious and/or sexual crimes. Under the current legislation, the person's latest offense/crime determines if they meet the N3 criteria. These individuals should stay under the responsibility of the state.

The County will also support efforts to provide additional funding/grants to those counties that have a commitment to lowering the crime rate and reducing recidivism through the provision of innovative, comprehensive, evidence-based programs for offender populations and their families. The County will also continue to support efforts to ensure that the receipt of Local Community Corrections Funds matches the amounts anticipated from the state, without undue delay. Finally, the County also supports more funding for mental health and behavioral health programs and facilities in order to meet the requirements of Realignment and the goal of reducing recidivism.

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## STATE PLATFORM POLICY POSITIONS

A brief background statement accompanies policy positions that are not self-evident. Explanatory notes are included either as the preface to an issue area or following a specific policy position. Please note that new and revised policy positions are highlighted. The rationale for the policy position is italicized.

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### Agriculture

1. SUPPORT efforts to ensure sufficient State funding for pest and disease control and eradication efforts to protect both agriculture and the native environment, including glassy-winged sharpshooter, light brown apple moth, and Japanese dodder activities; high risk pest exclusion activities; pesticide regulatory and law enforcement activities; and noxious weed pest management. *Agriculture is an important industry in Contra Costa County. Protection of this industry from pests and diseases is important for its continued viability.*
2. SUPPORT continued appropriations for regulation and research on sudden oak death, a fungal disease affecting many species of trees and shrubs in native oak woodlands. *The County's natural environment is being threatened by this disease.*
3. SUPPORT funding for agricultural land conservation programs and agricultural enterprise programs, and support revisions to State school siting policies, to protect and enhance the viability of local agriculture. *The growth in East County and elsewhere has put significant pressure on agricultural lands, yet agriculture is important not only for its production of fresh fruits, vegetables and livestock, but also as a source of open space.*
4. SUPPORT legislation to establish legal authority where needed to facilitate the efforts by the California Department of Food and Agriculture and the Department of Boating and Waterways to survey and treat all infestations of the South American spongeplant and to rid the Delta of this and other invasive aquatic species through integrated pest management methods. *Invasive aquatic species are a threat to agriculture, the environment and recreation in the Delta. This position includes support for efforts by the Department of Boating and Waterways to secure multi-year permits for eradication of multiple invasive aquatic plant species in the Sacramento-San Joaquin Delta, its tributaries, and its marshes.*
5. SUPPORT the CSAC policy statement regarding revisions to the California Conservation Act of 1965 (the Williamson Act) to support legislative changes that preserve the integrity of the Williamson Act, eliminate abuses resulting in unjustified and premature conversions of contracted land for development, and to fully restore Williamson Act subventions. The state subventions to counties also must be revised to recognize all local tax losses.

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### Animal Services

6. SUPPORT efforts to protect local revenue sources designated for use by the Animal Services Department; i.e., animal licensing, fines and fees. *Fines, fees, and licensing are major sources of revenue for the Animal Services Department. The demand for animal services is increasing each year as does the demand on the General Fund. It is important to protect these revenue sources to continue to provide quality animal service and to meet local needs.*
7. SUPPORT efforts to protect or increase local control and flexibility over the scope and level of animal services. *Local control over the scope of animal services is necessary to efficiently address public safety and other community concerns. Local control affords jurisdictions the ability to tailor animal service programs to fit their communities. Animal related issues in dense urban areas vary from those in small, affluent communities.*
8. SUPPORT efforts to protect against unfunded mandates in animal services or mandates that are not accompanied by specific revenue sources which completely offset the costs of the new mandates, both when adopted and in future years. *Unfunded mandates drain our limited fiscal resources and, at the same time, chip away at local control over the scope and level of services.*
9. SUPPORT efforts to ensure full funding of State animal services mandates, including defense of the Department of Finance's lawsuit against the State Commission on Mandates regarding the State obligations for reimbursement of local costs for animal services incurred in compliance with SB 1785. *The County invested large sums of money to comply with SB 1785, with the assurance that our cost would be offset by reimbursements from the State. Failure by the State to honor the reimbursements negatively impacts the County General Fund and Animal Services' budget.*
10. SUPPORT efforts to protect and/or increase County flexibility to provide animal services consistent with local needs and priorities. *The demand for quality animal service programming continues to increase each year. The County is experiencing population growth and changing demographics. It is incumbent upon the Animal Services Department to be flexible enough to adjust to the changing needs and priorities.*
11. SUPPORT efforts to preserve the integrity of existing County policy relating to Animal Services (e.g., the Animal Control Ordinance and land use requirements). *Contra Costa is looked upon as one of the model Animal Services Departments in the state. Its policies, procedures, and ordinances are a yardstick against which other Animal Control organizations are measured. The local control exercised by the Board of Supervisors is key to that hallmark.*

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### **Child Support Services**

12. SUPPORT the establishment of a statewide electronic registry for the creation and release/satisfaction of liens placed on property of a non-custodial parent as necessary to collect delinquent child support payments. *California law currently provides that recording an abstract or notice of support judgment with a County Recorder creates a lien on real property. This requires recording the judgment in each of the 58 counties in order not to miss a property transaction. An electronic registry would simplify not only the creation of liens but also the release/satisfaction of liens because there would be a single statewide point of contact, and the entire process would be handled electronically through automated means.*
13. SUPPORT amendment of current law that states that documents completed and recorded by a local child support agency may be recorded without acknowledgement (notarization) to clarify that the exception is for documents completed or recorded by a local child support agency. *This amendment clarifies that documents that are prepared by the local child support agency and then sent for recording either by the local child support agency or by the obligor (non-custodial parent) or by a title insurance company are covered by the exemption, a technical point not acknowledged by all county recorder offices.*
14. SUPPORT efforts to simplify the court process for modifying child support orders by the court by requiring court appearances only when one of the parties objects to the modification. *Currently, establishment of parentage and support by the court is permitted without court appearance if both parties are in agreement. A similar process for modification would reduce court time, the workload of all involved agencies and parties, and streamline the process.*
15. SUPPORT efforts to ensure that the reduction to the California Department of Child Support Services is not passed down as a reduction to the local program.
16. SUPPORT efforts that would require the Department of Child Support Services to provide any notice form, information, or document that is required or authorized to be given, distributed, or provided to an individual, a customer, or a member of the public to be given, distributed, or provided in a digitized form, and by any means the Department determines is feasible, including, but not limited to, e-mail or by means of a website.

### **Climate Change**

17. SUPPORT the CSAC *Climate Change Policy Statements and Principles* which address a broad range of issues affected by climate change, including water, air quality, agriculture, forestry, land use, solid waste, energy and health. *The document is largely based on existing CSAC policy and adapted to climate change. Additionally, the document contains a set of general principles which establish local government as a vital partner in the climate change issue and maintain that counties should be an active participant in the discussions in the development of greenhouse gas reduction strategies underway at the state and regional level.*

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18. SUPPORT efforts to ensure that the implementation of AB 32 results in harmony between the greenhouse gas reduction target created by the Air Resources Board for each regional/local agency, the housing needs numbers provided by the state Department of Housing and Community Development pursuant to housing element law, and the Sustainable Communities Strategy developed through the Regional Transportation Plan processes.
19. SUPPORT legislative or administrative efforts that favor allocation of funding from the California Greenhouse Gas Cap and Trade Program to jurisdictions that are the largest emitters of greenhouse gas, have disadvantaged communities that are disproportionately affected by environmental pollution, have Natural Community Conservation Plans or similar land conservation efforts that will address climate change and have demonstrated a local commitment to climate protection (e.g. established emissions reduction targets, prepared Climate Action Plans, etc.). *The County has several good projects that would sequester carbon, such as Creek and wetland restoration projects.*
20. SUPPORT efforts to expand eligible expenditures of the Greenhouse Gas Revenue Fund to investments in accessible transit/transportation systems (serving seniors, disabled, veterans) which result in more efficient (shared trips, increased coordination) service and corresponding reductions in greenhouse gas production. This policy is in support of the accessible transit/transportation initiatives discussed during the Measure X and 2017 Countywide Transportation Plan approval, and is consistent with the "Accessible Transportation" report provided to the Board of Supervisors in September 2017 which documented the need for substantial investment to make improvements in this field. The September 2017 report established that the County is not unique in this situation; these issues are widespread which justifies a statewide/nationwide legislative approach.
21. SUPPORT efforts to ensure life-cycle costs are considered when planning new projects in the state. A key challenge for State and local agencies is funding the ongoing operation and maintenance of infrastructure. This includes all aspects of the built environment: buildings, roads, parks, and other infrastructure. *As California begins to implement more aggressive climate goals, the State should be thinking about new methodologies for anticipating project costs. In particular, it is evident that California will need a different transportation system than the one we have currently, and that this new transportation system will be more expensive to maintain. Traditional accounting methods that look only at initial project cost lead to situations where infrastructure fails, at greater replacement cost than if ongoing operation and maintenance had been included from the beginning. This would include methodologies for internalizing the social and environmental costs of projects.*
22. SUPPORT revisions to the Public Resources Code and the Air Resources Board's Investment Plans to provide Cap and Trade funding for the conservation of natural lands, parks and open space through fee title acquisition as well as easements.

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23. OPPOSE changes to the California Environmental Protection Agency's protocols for designating disadvantaged communities which result in a reduction in the number or size of disadvantaged communities in Contra Costa County. Disadvantaged communities are prioritized for receipt of Greenhouse Gas Reduction Funds, the funding source for a number of state grant programs. *Contra Costa County has a number of communities and neighborhoods that are economically and socially disadvantaged and located near large, current and former industrial sites. These industrial operations contribute through the Cap and Trade program to the Greenhouse Gas Reduction Fund. The state designations should continue to reflect the disproportionately acute needs of these communities.*

24. As California and the East Bay region experiences more frequent and prolonged periods of extreme heat, extreme heat will impact human health, demand on health services, potable water, agriculture, vectors, wild fires, and demand on electricity. SUPPORT funding and infrastructure to help protect vulnerable communities and populations as the mean temperature of the region steadily increases due to global climate change.

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### **Delta Water Platform**

To protect the Sacramento-San Joaquin Delta from various detrimental forces that are affecting its health and resources, it is the policy of Contra Costa County to support implementation of projects and actions that will help improve the Delta ecosystem and the economic conditions of the Delta. Contra Costa County has adopted a *Delta Water Platform* to identify and promote activities and policy positions that support the creation of a healthy Sacramento-San Joaquin Delta. Contra Costa County will use this Platform to guide its own actions and advocacy in other public venues regarding the future of the Delta.

### **Elections**

25. SUPPORT legislation to adjust precinct sizing from 1,000 voters per precinct to 1,250 voters per precinct. *With the option of being able to have up to 1,250 voters per precinct, the best polling locations in a neighborhood can be selected, and that same site is more likely to be used for several elections, thus avoiding the need to change poll sites for voters.*

26. SUPPORT full state reimbursement for state mandates imposed upon local registrars by the Secretary of State, including special state elections. *The state has committed to reimburse Counties for the cost of certain state mandates. That reimbursement process, SB 90, can be lengthy and contentious. The SB 90 process is also subject to uncertainties including partial payments, delayed payments, and now, suspended or no payments. In lieu of the SB 90 process for Elections, there is merit in the examination of having the state pay its pro-rata share of costs when state candidates/measures are on the ballot.*

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### **Emergency Preparedness, Emergency Response**

27. SUPPORT legislation that would give local agencies more authority to train volunteers, provide funding for Community Emergency Response Training (CERT), and help clean-up oil spills without taking on additional legal liability.

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28. SUPPORT legislation that would require the state's Oil Spill Prevention and Response Agency to improve communication and clean-up technology, increase safety standards for ships and establish special protections for ecologically sensitive areas.
29. SUPPORT legislation that would require responses to future oil spills in a shorter timeframe, with a more regional approach.
30. SUPPORT measures that enable counties and other local agencies to better exercise their responsibilities to plan for and respond to emergencies and disasters without taking on additional legal liability and oppose those that do not recognize or support the county and local agency role in the State's Standardized Emergency Management System.
31. SUPPORT legislation or other measures requiring the creation or utilization of emergency rock stockpiles suitable for levee repair throughout the Delta, enabling increasingly efficient and less costly prevention of levee breaks and enhancement of initial response capabilities.
32. SUPPORT legislation that expands school safety improvement programs such as education regarding and placement of automated external defibrillator(s) (AED(s)) in schools.

#### **Eminent Domain**

33. SUPPORT legislation that maintains the distinction in the California Constitution between Section 19, Article I, which establishes the law for eminent domain, and Section 7, Article XI, which establishes the law for legislative and administrative action to protect the public health, safety, and welfare.
34. SUPPORT legislation that would provide a comprehensive and exclusive basis in the California Constitution to compensate property owners when property is taken or damaged by state or local governments, without affecting legislative and administrative actions taken to protect the public health, safety, and welfare.

#### **Flood Control and Clean Water**

35. SUPPORT authorization for regional approaches to comply with aquatic pesticide permit issues under the purview of the State Water Resources Control Board. *Contra Costa County entered into an agreement with a neighboring county and several cities to share the costs of monitoring. While it makes sense for local government to pool resources to save money, State Board regulations make regional monitoring infeasible.*
36. SUPPORT efforts to provide local agencies with more flexibility and options to fund stormwater programs. *Stormwater permit requirements issued by the Regional Water Quality Control Boards are becoming more and more expensive, yet there is no funding. Stormwater services, encompassing both water quality and drainage/flood control, could*

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*be structured like a utility with the ability to set rates similar to the other two key water services: drinking water and wastewater.*

37. SUPPORT efforts to provide immunity to local public agencies for any liability for their clean-up of contaminations on private lands. *This will be more critical as the Regional Water Quality Control Boards institute Total Maximum Daily Loads, which establish a maximum allowable amount of a pollutant (like mercury) in the stormwater from a watershed.*
38. SUPPORT efforts to require the Department of Water Resources (DWR) to provide 200 year flood plain mapping for all areas in the legal Delta. SB 5 requires the County and cities in the Delta to insure certain development projects must have 200 year level of protection and to make certain related findings. *DWR has revisited developing 200-year flood plain maps, but if they do, only working in areas protected by project levees which does not include any areas within Contra Costa County.*
39. SUPPORT legislation to enable Zone 7 Water Agency to become a new public agency, separate and apart from the Alameda County Flood Control and Water Conservation District, with territory in both Alameda and Contra Costa counties and the power to provide specific services, insofar as the legislation is guided by adopted Principles of Understanding.

#### **General Revenues/Finance**

*As a political subdivision of the State, many of Contra Costa County's services and programs are the result of state statute and regulation. The State also provides a substantial portion of the County's revenues. However, the State has often used its authority to shift costs to counties and to generally put counties in the difficult position of trying to meet local service needs with inadequate resources. While Proposition 1A provided some protections for counties, vigilance is necessary to protect the fiscal integrity of the County.*

40. SUPPORT the State's effort to balance its budget through actions that do not adversely affect County revenues, services or ability to carry out its governmental responsibilities.
41. OPPOSE any state-imposed redistribution, reduction or use restriction on general purpose revenue, sales taxes or property taxes unless financially beneficial to the County. *(Note that a redistribution of sales and property tax may be beneficial to Contra Costa County in the event that sales tax growth lags behind property tax growth.)*
42. OPPOSE efforts to limit local authority over transient occupancy taxes (TOT).
43. OPPOSE any efforts to increase the County's share-of-cost, maintenance-of-effort requirements or other financing responsibility for State mandated programs absent new revenues sufficient to meet current and future program needs.
44. SUPPORT efforts to ensure that Contra Costa County receives its fair share of State allocations, including mental health funding under Proposition 63 and pass-through of

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federal funds for anti-terrorism and homeland security measures. *The State utilizes a variety of methods to allocate funds among counties, at times detrimental to Contra Costa County.*

45. SUPPORT efforts to receive reimbursement for local tax revenues lost pursuant to sales and property tax exemptions approved by the Legislature and the State Board of Equalization.
46. SUPPORT continued efforts to reform the state/local relationship in a way that makes both fiscal and programmatic sense for local government and conforms to the adopted 2010 CSAC Realignment Principles, with an emphasis on maximum flexibility for counties to manage the existing and realigned discretionary programs.
47. SUPPORT efforts to relieve California of the federal Child Support penalties without shifting the cost of the penalties to the counties.
48. SUPPORT a reduction in the 2/3rd vote requirement to 55% voter approval for locally-approved special taxes that fund health, education, economic, stormwater services, library, transportation and/or public safety programs and services.
49. SUPPORT efforts to authorize counties to impose forfeitures for violations of ordinances, as currently authorized for cities. *This would provide the County with the opportunity to require deposits to assure compliance with specific ordinance requirements as well as retain the deposit if the ordinance requirements are not met. Currently, the County is limited to imposing fines which are limited to only \$100 - \$200 for the first violation, which has proven to be an ineffective deterrent in some cases.*
50. SUPPORT efforts to redefine the circumstances under which commercial and industrial property is reassessed to reduce the growing imbalance between the share of overall property tax paid by residential property owners versus commercial/industrial owners.
51. SUPPORT efforts to reduce County costs for Workers' Compensation, including the ability to control excessive medical utilization and litigation. *Workers' Compensation costs are significant, diverting funds that could be utilized for County services. Workers' Compensation should provide a safety net for injured employees, for a reasonable period of time, and not provide an incentive for employees to claim more time than medically necessary.*
52. SUPPORT state actions that maximize Federal and State revenues for county-run services and programs.
53. SUPPORT legislative compliance with both the intent and language of Proposition 1A.
54. SUPPORT the provisions of Proposition 22 that would protect County revenues, particularly as related to transportation revenues and excluding those provisions related to redevelopment funds.

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55. SUPPORT full State funding of all statewide special elections, including recall elections.
56. OPPOSE efforts of the State to avoid state mandate claims through the practice of repealing the statutes, then re-enacting them. *In 2005, the State Legislature repealed sections of the Brown Act that were subject to mandate claims, then re-enacted the same language pursuant to a voter-approval initiative, and therefore, not subject to mandate claims.*
57. SUPPORT strong Public Utilities Commission (PUC) oversight of state-franchised providers of cable and telecommunications services, including rigorous review of financial reports and protection of consumer interests. *AB 2987 (Núñez), Chapter 700, statutes of 2006 transferred regulatory oversight authority from local government to the PUC.*
58. SUPPORT timely, full payments to counties by the State for programs operated on their behalf or by mandate. *The State currently owes counties over \$1 billion in State General Funds for social services program costs dating back to FY 2002-03.*
59. SUPPORT full State participation in funding the County's retiree and retiree health care unfunded liability. *Counties perform most of their services on behalf of the State and Federal governments. Funding of retiree costs should be the responsibility of the State, to the same extent that the State is responsible for operational costs.*
60. SUPPORT legislation that provides constitutional protections and guaranteed funding to counties under Realignment.

61. OPPOSE the establishment of specific or stricter standards for the use of personal services contracts by counties, that would make contracting with community-based organizations more difficult for counties.

### Health Care

*The County remains concerned about the implementation of any health care reform measures that could transfer responsibility to counties, without commensurate financing structures or in a manner not compatible with the County's system. The County supports a concept of universal health coverage for all Californians. Toward that end, the County urges the state to enact a system of health coverage and care delivery that builds upon the strengths of the current systems in our state, including county-operated systems serving vulnerable populations.*

*Currently, California has a complex array of existing coverage and delivery systems that serve many, but not all, Californians. Moving this array of systems into a universal coverage framework is a complex undertaking that requires sound analysis, thoughtful and deliberative planning, and a multi-year implementation process. As California moves forward with health care reform, the County urges the state to prevent reform efforts from exacerbating problems with existing service and funding. The state must also consider the differences across California counties and the impacts of reform efforts on the network of safety-net providers, including county providers. The end result of health reform must provide a strengthened health care delivery system for all Californians, including those served by the safety net.*

62. SUPPORT state action to increase health care access and affordability. *Access to care and affordability of care are critical components of any health reform plan. Expanding*

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*eligibility for existing programs will not provide access to care in significant areas of the state. Important improvements to our current programs, including Medi-Cal, must be made either prior to, or in concert with, a coverage expansion in order to ensure access. Coverage must be affordable for all Californians to access care.*

63. SUPPORT Medi-Cal reimbursement rate increases to incentivize providers to participate in the program.
64. SUPPORT actions that address provider shortages (including physicians, particularly specialists, and nurses). Innovative programs, such as loan forgiveness programs, should be expanded. In an effort to recruit physicians from other states, the licensing and reciprocity requirements should be re-examined. Steps should be taken to reduce the amount of time it takes to obtain a Medi-Cal provider number (currently six to nine months).
65. SUPPORT efforts that implement comprehensive systems of care, including case management, for frequent users of emergency care and those with chronic diseases and/or dual (or multiple) diagnoses. *Approaches should include community-based providers and could be modeled after current programs in place in safety net systems.*
66. SUPPORT efforts that provide sufficient time for detailed data gathering of current safety net funding in the system and the impact of any redirection of funds on remaining county responsibilities. *The interconnectedness of county indigent health funding to public health, correctional health, mental health, alcohol and drug services and social services must be fully understood and accounted for in order to protect, and enhance as appropriate, funding for these related services.*
67. OPPOSE safety net funding transfers until an analysis of who would remain uninsured (e.g. medically indigent adults, including citizens, who cannot document citizenship under current Medicaid eligibility rules) is completed in order to adequately fund services for these populations.
68. SUPPORT efforts to clearly define and adequately fund remaining county responsibilities.
69. SUPPORT state action to provide an analysis of current health care infrastructure (facilities and providers), including current safety net facilities across the state, to ensure that there are adequate providers and health care facilities (including recovery facilities), and that they can remain viable after health reform.
70. SUPPORT efforts to provide adequate financing for health care reforms to succeed.
71. SUPPORT measures that maximize federal reimbursement from Medicaid and S-CHIP.
72. SUPPORT state action to complete actuarial studies on the costs of transferring indigent populations, who currently receive mostly episodic care, to a coverage model to ensure that there is adequate funding in the model.

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73. SUPPORT efforts that ensure that safety net health care facilities remain viable during the transition period and be supported afterwards based on analyses of the changing health market and of the remaining safety net population.
74. SUPPORT state action to implement a Medi-Cal waiver in a manner that maximizes the drawdown of federal funds for services and facilities, provides flexibility, and ensures that counties receive their fair share of funding.
75. SUPPORT efforts to increase revenues and to contain mandated costs in the County's hospital and clinics system.
76. SUPPORT efforts to obtain a fair-share of any state funds in a distribution of funding for the integration of IHSS and managed care.
77. SUPPORT efforts to increase the availability of health care (including alcohol and other drugs recovery) to the uninsured in California, whether employed or not.
78. SUPPORT legislation that improves the quality of health care, whether through the use of technology, innovative delivery models or combining and better accessing various streams of revenue, including but not limited to acute and long term care integration.
79. SUPPORT legislation to protect safety net providers, both public and private. Legislation should focus on stabilizing Medi-Cal rates and delivery modes and should advocate that these actions are essential to the success of any effort to improve access and make health care more affordable.
80. SUPPORT state efforts to increase the scope of benefits and reimbursement rates contained in Minor Consent Medi-Cal to give youth with substance abuse disorders access to a continuum of care, including residential and outpatient treatment.
81. SUPPORT efforts to give incentives to providers to establish more youth substance use disorder residential treatment facilities within the county.
82. SUPPORT efforts to extend Drug Medi-Cal and Minor Consent Medi-Cal Coverage to incarcerated youths, many of whom are in custody due to drug related crimes. *This could greatly decrease recidivism in the juvenile justice system.*
83. SUPPORT funding and policy changes to support coverage of medically necessary alcohol and substance use related disorder treatment at the same level as other medical conditions in health care services, including county's responsibility for Federal Financial Participation (FFP) portion to increase Drug Medi-Cal reimbursement rates and incentivize providers to participate in the program.

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SUPPORT efforts that allow counties to draw down federal Medicaid funds for providing confidential alcohol and drug screening and brief intervention services to pregnant women and women of childbearing age who also qualify for Medi-Cal benefits. ¶

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<#>SUPPORT and encourage the development of strategies that include alcohol and other drugs services in the provision of all culturally appropriate health care services. ¶

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84. SUPPORT legislation that extends the restrictions and prohibitions against the smoking of, and exposure to, tobacco products to include restrictions or prohibitions against electronic cigarettes (e-cigarettes) in various places, including, but not limited to, places of employment, school campuses, public buildings, day care facilities, retail food facilities, multi-family housing, and health facilities; preventing the use of tobacco, electronic smoking devices (e-cigarettes) and flavored tobacco by youth and young adults; eliminating exposure to second-hand and third-hand smoke; restrictions on advertising of electronic smoking devices; reducing and eliminating disparities related to tobacco use and its effects among specific populations; increasing the minimum age to 21 to purchase tobacco products; and the promotion of cessation among young people and adults. Support legislation that extends restrictions and prohibitions against the sale of flavored tobacco products, prohibits the sale of tobacco products in stores that operate a pharmacy and establishes distance and density restrictions on the establishment of a new tobacco retailer within proximity of youth sensitive venues such as schools, day cares, or parks.

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85. SUPPORT and encourage state, federal and/or private funding for pharmaceutical research for the development of new cannabis products which would meet Federal Drug Administration (FDA) standards of known strengths and attributes (and without unnecessary side effects) which would be dispensable through pharmacies and medical facilities consistent with State and Federal law.

86. SUPPORT legislation and administrative actions that further align a statewide regulatory framework for the commercial cannabis industry and that continue to authorize local jurisdictions to adopt more restrictive measures to protect the health, safety and welfare of their residents.

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87. SUPPORT funding and policy changes to support population-based chronic disease prevention efforts. Collectively, these include efforts to move up-stream from the treatment of illness associated with chronic disease to advance a policy, systems and organizational-change approach to address the underlying environmental factors and conditions that influence health and health behaviors.

88. SUPPORT funding and policy changes to support developing a workforce with gerontological expertise to manage the exponential growth in the chronically ill aging population.

89. SUPPORT efforts that would advance a Health-In-All-Policies approach to policy work done across the County. This implies consideration of how health is influenced by the built environment and a connection with land use planning and development.

90. SUPPORT ongoing study of the health impacts of global and regional climate change and ongoing countywide mitigation and adaptation efforts.

91. SUPPORT efforts that would preserve the nature and quality and continuity of care associated with safety net services historically provided at the local level, such as the

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California Children's Services (CCS) and Child Health and Disability Prevention (CHDP) programs, which are being transitioned into managed care at the state level.

92. SUPPORT efforts that promote aging in place through the utilization of long-term supports and services and caregiver support services.
93. SUPPORT increasing the level of funding for Long-Term Services and Supports (LTSS) and Home and Community Based Services (HCBS) to meet the increase in cost to provide services and to meet the tremendous increase in the aging population.
94. SUPPORT maintaining level or enhanced funding, streamlined processes and greater flexibility for use of State and Federal funding to respond to Public Health Emergency Preparedness initiatives including Pandemic Influenza, emerging diseases, and continued funding for all categories related to Public Health Preparedness, including Hospital Preparedness Program, Homeland Security, Cities Readiness Initiative and core Public Health Preparedness.
95. SUPPORT increased funding and policy changes for Tuberculosis (TB) prevention and treatment, to reflect the increased risk of transmission faced across the Bay Area. *The Bay Area, including Contra Costa County, experiences more cases of active Tuberculosis than do most states in the nation. The demographic make-up of our communities combined with frequent international travel between the Bay and areas where TB is endemic, present an added risk and thus the need to maintain adequate funding and program infrastructure.*
96. SUPPORT increased funding for the public health infrastructure, capacity and prevention services as outlined in the public health components of the Affordable Care Act and the National Prevention and Public Health Fund.
97. SUPPORT recognition of Local Public Health Departments as an authorized provider for direct billing reimbursement related to the provision of Immunization, Family Planning, HIV, STD and TB services.
98. SUPPORT the reversal of the pre-emption language regarding local Menu-Labeling that is included the Affordable Care Act.
99. SUPPORT enhanced funding and capacity for public health programs, specifically:
  - a. Prevention programs in the areas of chronic disease, specifically, obesity, diabetes, asthma and cancer.
  - b. Prevention and risk reduction programs in the area of HIV, STD, teen pregnancy, injury prevention as well as health promotion programs, such as nutrition and activity education;
  - c. Oral health programs, especially those which address the needs of children and those with oral health disparities;
  - d. Protecting the Prevention and Public Health Fund (PPHF), as established in the Affordable Care Act.

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- e. Increased resources dedicated to surveillance and prevention programs targeting chronic diseases such as cardiovascular, stroke, cancer, diabetes, and asthma, as well as injury and violence;
  - f. Funding and initiatives that support the surveillance, prevention and local preparation for emerging diseases, such as Zika, novel Influenza, Hepatitis B, Hepatitis C, Chlamydia, and seasonal Influenza and public health programs which provide screening, diagnosis, and treatment;
  - g. Provide for adequate State funding for children's programs, including the California Children's Services (CCS) program for clients who are not Medi-Cal eligible to assure that counties are not overmatched in their financial participation;
  - h. Programs which seek to monitor and address the needs of Foster youth, especially those on psychotropic medication; and
  - i. Best practice programs which seeks to protect and enhance the health of pregnant women and that address maternal, child and adolescent health needs.
100. SUPPORT efforts to strengthen needle exchange programs as part of an overall program to combat the spread of HIV and other diseases; allowing items associated with needle exchange programs such as, cookers, sterile water, and cotton to be distributed along with clean needles; and the elimination of the federal ban on funding needle exchange programs.
101. SUPPORT legislative efforts to reduce or eliminate lead and toxic substances in consumer products, particularly those used by infants and children.
102. SUPPORT legislative efforts to reduce exposure to toxic air pollutants and the reduction of greenhouse gases.
103. SUPPORT funding, policy and programs dedicated to suicide, injury and violence prevention. Additionally, support efforts aimed at reducing health disparities and inequities associated with violence against women, communities of color and the LGBT community. Programs which seek to limit the effects of injury, violence and abuse on children, seniors and persons with disability.
104. SUPPORT funding and policy changes to support program development aimed at reducing the misuse of prescription drugs, most especially opioids, and increase prevention and treatment of opioid disorders to eliminate overdoses and combat the opioid epidemic. Additionally, support funding and legislation to restrict the sale and use of powdered alcohol and other similar products marketed to youth.
105. SUPPORT necessary County infrastructure and adequate funding related to education, regulatory, testing and enforcement functions associated with the State Medical Marijuana regulatory controls.
106. SUPPORT legislation and/or similar policy efforts to tax certain beverages that contain added sugars, by establishing a per fluid ounce health impact fee on sugar sweetened beverages at the distributor level. In addition, support efforts which would create the Sugar

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Sweetened Beverage Safety warning act, which would require a safety warning on all sealed sugar sweetened beverages.

107. SUPPORT legislation and efforts that support healthy meals, adequate meal time, and increased physical activity/education for school-age children.

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108. SUPPORT efforts to dedicate funding that sustains and expands non-infrastructure Safe Routes to School programs that educate students, parents, and school staff about safe walking and bicycling to school.

109. SUPPORT efforts to address the underlying determinants of health and health equity, such as housing and prevention of displacement, educational attainment and livable wage jobs, and accessible transportation.

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110. SUPPORT legislation that extends the restrictions and prohibitions against the smoking of, and exposure to, marijuana products in various places, including, but not limited to, places of employment, school campuses, public buildings, day care facilities, multi-family housing, health facilities, alcohol and other drug treatment facilities, and homeless shelters; further prohibit marijuana edibles to prevent youth/children access to harmful products; restrictions on advertising of marijuana products targeting youth and near places frequented by youth or alcohol and other drug treatment facilities.

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111. SUPPORT funding, legislation, policy, and programs that would accomplish the following:
- a. create an effective crisis response system of services for persons experiencing homelessness, particularly families and transition-age youth;
  - b. increases permanent housing with services for persons experiencing or at-risk of homelessness with a chronic disability; and
  - c. protects and expands the availability of affordable housing, particularly for the Very Low and Extremely Low Income population.

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## Human Services

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### Aging and Adult Services

112. SUPPORT efforts to promote safety of Adult Protective Services workers conducting required unannounced home visits by allowing them to request and receive from law enforcement criminal record checks through the California Law Enforcement Telecommunications System (CLETS). *This would primarily be used for reported abusers in the household.*

113. SUPPORT efforts to develop emergency temporary shelter and/or short-term options for Adult Protective Services population and consider options that include but are not limited to, licensing of facilities specifically for this population and exploring Medi-Cal billing options to support clients in hospitals and other care facilities pending a more permanent housing placement.

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114. SUPPORT simplification of IHSS service hour calculation and allocation to insure compliance with the Fair Labor Standards Act (FLSA) and efficiently provide services to consumers.
115. SUPPORT efforts that seek to identify and eliminate elder financial abuse and elder exposure to crime that may be committed through conservatorships, powers of attorney, notaries and others who have the right to control elder assets, including through solutions that allow access for Adult Protective Services to access financial records for investigation of financial abuse and exploitation. *Financial abuse is a fast-growing form of abuse of seniors and adults with disabilities and current law does not authorize financial institutions to grant access to financial records necessary to investigate the reported abuse without the consent of the account holder or authorized representative.*
116. SUPPORT efforts to establish an “umbrella code” for the reporting of incidents of elder abuse to the Department of Justice, thus more accurately recording the incidence of abuse. Current reporting policies within California’s law enforcement community and social services departments are uncoordinated in regards to the reporting of adult abuse. Under an “umbrella code,” law enforcement agencies and social services departments would uniformly report incidents of elder abuse and California would have much better data for policy and budget development purposes.
117. SUPPORT funding for statewide Adult Protective Services training.
118. SUPPORT establishing a State funded and administered General Assistance Program. *The General Assistance Program is 100% County funded. Moving it to the State would relieve pressure on the County budget and appropriately direct costs to the State.*
119. SUPPORT legislative efforts that allow for coordination of services and data, across state and county departments, that support aging and elder populations.
120. SUPPORT creation of a pilot program “Fostering Dignity in Aging,” to provide grant funding to counties to be used specifically for housing preservation and eviction prevention services of victims of elder and dependent adult abuse, exploitation, neglect, or self-neglect.
121. SUPPORT creation of funding opportunities and policies which promote the development of aging-friendly communities.
122. SUPPORT legislation and investments related to long-term care, senior housing affordability, medical service access, transportation, isolation and other quality of life issues to support aging with dignity.
123. SUPPORT research that describes and assesses local service needs and gaps impacting aging residents and that proposes specific and actionable local strategies to address these needs.

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124. SUPPORT efforts to allow counties to use alternative reassessment approaches, including but not limited to telephonic reassessments, that would be applied to customers rated low on the Functional Index Rating Scale.

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125. SUPPORT efforts that focus on dependent adult and elder abuse prevention including, but not limited to, providing respite for caregivers.

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126. SUPPORT efforts that identify, eliminate and prevent in-home neglect of the elderly and dependent adults; and scams and fraud (internet and otherwise) targeted at the elderly and dependent adults.

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127. SUPPORT efforts that would require the California Department of Social Services to translate all state-provided materials used by In-Home Support Services providers into the statewide threshold languages: English, Spanish, Armenian, and Chinese.

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128. SUPPORT efforts that would help to stabilize and provide short-term housing supports for at-risk Adult Protective Services clients.

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129. SUPPORT legislative efforts that would enhance confidentiality of DMV records for Adult Protective Services social workers (a practice already in place for Child Protective Services social workers).

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#### Safety Net Programs

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130. SUPPORT efforts to extend family stabilization mental health/substance abuse funding to include all family members. *Current law only funds services for adult Welfare to Work participants.*

131. SUPPORT solutions to address gaps in existing state statute that cause disruptions to continuity of care for some Covered California Insurance Affordability Program (IAP) enrollees when a new determination of IAP takes place.

132. SUPPORT the use of state funds to pay for CalFresh benefits for those Deferred Action for Childhood Arrivals (DACAs) and PRUCOL (Permanent Residents Under the Color of Law) who would otherwise be ineligible for CalFresh.

133. SUPPORT efforts to extend eligibility to zero share of Medi-Cal cost when recipients report new earned income. *Potential increases to state and local minimum wage impacts eligibility to free health care.*

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134. SUPPORT efforts to extend eligibility of CalWORKs benefit by exempting the first 6 months of earned income received from new employment or wage increases. *This is intended to create better financial stability when a family's income increases due to changes in local and state minimum wage law.*

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135. SUPPORT fully funding Medi-Cal Administrative costs.

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136. SUPPORT efforts to increase County flexibility in the use of CalWORKs funds and in program requirements in order to better support the transition of welfare dependent families from welfare-to-work to self-sufficiency, including, but not limited to: extending supportive services beyond the current limit; enhancing supportive services; increasing diversion and early intervention to obviate the need for aid.

Legislative changes to support these initiatives could include the following:

- a. **Supportive Services.** Extending the length of time CalWORKS recipients can receive supportive service such as help with transportation, child care, work uniforms, etc.
- b. **Welfare to Work.** Extending the length of time families can receive Welfare to Work services (job training and search and other employment related services) including job retention services. Currently CalWORKS recipients are eligible to receive supportive services and Welfare to Work services for up to 48 months if they are in compliance with CalWORKS rules. After 48 months these services or for CalWORKS cash aid. Helping people move from poverty and significant education gaps to full time employment in jobs that pay a high enough wage to be self-sufficient is difficult. It can take longer than 48 months and allowing for the flexibility to extend supportive services and training past the 48 month time limit would help.
- c. **Diversion:** Removing the criteria that someone has to be apparently eligible to CalWORKs in order to qualify for diversion and base the criteria on the client's circumstance and ability to maintain the situation on their own without the need of continued assistance.
  - When applying income and resource requirements for diversion, use only half of their income and/or resource value or increase the limits for income and resources for diversion only.
  - Increasing the amount of the diversion payment. If the applicant doesn't "use" all of the amount, they have 12 months to come back into the office and apply for the remaining amount of their diversion payments.
  - Allowing families to reapply for CalWORKs during their diversion period without a repayment penalty or CalWORKs ineligibility.
- d. Expanding job retention services;
- e. Exempting the hard-to-serve from Welfare-to-Work activities and the 20% exemption or providing flexibility in the time limit (dependent upon terms and conditions of TANF authorization). Developing an eligibility definition to 250% of the federal poverty level (FPL). Currently, the CalWORKs poverty level is 130% of the FPL for each Assistance Unit (AU). An increase to 250% would ensure more families meet income eligibility requirements.

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*All of these measures would make it easier for CalWORKs families to enter employment services, become employed, and continue with the support they need in order to maintain their jobs.*

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137. SUPPORT efforts to revise the definition of “homelessness” in the Welfare & Institutions Codes to include families who have received eviction notices due to a verified financial hardship, thus allowing early intervention assistance for CalWORKs families. *Current law prevents CalWORKs from providing homeless assistance until the CalWORKs family is actually “on the street.” This rule change would enable the County to work with CalWORKs families who are being threatened with homelessness to prevent the eviction and, presumably, better maintain the family members’ employment status.*
138. SUPPORT alignment of verification requirements for CalWORKs, CalFRESH and Medi-Cal programs to simplify the customer experience and reduce the potential for error. Consider letting all programs access the Federal Hub used through CalHEERs. *Currently these programs have different requirements for client verification, though they are all benefit programs. Alignment of verifications would make program administration more efficient and improve the client experience.*
139. SUPPORT allowing all individuals in receipt of Unemployment Benefits (UIB) to be automatically eligible for CalFresh. *Applying for UI and CalFresh is duplicative because requirements of both program are so similar. This would increase CalFresh uptake in an efficient way.*
140. SUPPORT efforts to increase CalFresh benefit amounts to better meet recipients’ nutritional needs, improve ease and accessibility of the CalFresh application and recertification processes, and adjust CalFresh eligibility requirements to include currently excluded populations with significant need.
141. SUPPORT efforts to restore cuts to the Supplemental Security Income/State Supplementary Payment (SSI/SSP) Program. increase grant amounts that would allow improvement of quality of life. and reinstate the annual Cost of Living Adjustment (COLA.)
142. SUPPORT efforts to ensure funding of child care for CalWORKs and former CalWORKs families at levels sufficient to meet demand. The State of California has not fully funded the cost of child care for the “working poor.” *Additional funding would allow more CalWORKs and post-CalWORKs families to become and/or stay employed.*
143. SUPPORT efforts to improve and expand emergency food assistance networks’ (e.g. local food banks, food pantries) ability to procure, store, and distribute nutritious food to those in need.
144. SUPPORT increase of daily rate available under Temporary HA from \$65 per day to \$85 per day for homeless CalWORKs families of four or fewer and provide an additional \$15 per day for each additional family member up to a maximum of \$145 daily.

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145. SUPPORT efforts for a more flexible framework that allows the state to supplement CalFresh benefits if federal assistance is insufficient or unavailable. Recent natural disasters have underscored the need for a more permanent framework for the state to respond.

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146. SUPPORT continuous investment in the California Earned Income Tax Credit (CalEITC) and efforts to increase access to California Earned Income Tax Credit, including increase in tax credit.

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147. SUPPORT the expansion of benefits and services for immigrants, refugees, and asylum seekers.

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148. SUPPORT providing funding for graduation bonuses for non-pregnant/parenting CalWORKs students who obtain a high school diploma/equivalent.

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149. SUPPORT shared housing efforts to secure permanent housing assistance for CalWORKs participants.

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150. SUPPORT a federal waiver that would allow county social services agencies to process CalFresh applications for jail inmates and suspend rather than terminate CalFresh eligibility when a recipient is detained in a county jail for a period of less than a year.

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151. SUPPORT efforts that would allow CalWORKs Welfare to Work participants to participate and achieve high school equivalency program without having their 24-month clock be impacted during their time in the program.

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#### Early Care and Education

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152. SUPPORT the efforts of CHSA (California Head Start Association) in securing legislation to support a state-wide integrated child care licensing structure. This will allow childcare programs to apply for and have one child care license for all children 0-5 as opposed to the current system of a two-license structure for varying ages of children in care. California remains only one of two states in the nation to maintain the two license structure.

153. OPPOSE legislation, rules, regulations or policies that restrict or affect the amount of funds available to, or the local autonomy of, First 5 Commissions to allocate their funds in accordance with local needs.

154. OPPOSE any legislation that increases tobacco taxes but fails to include language to replace any funds subsequently lost to The California Children and Families Act/Trust Fund for local services funded by tobacco taxes, Proposition 10 in 1998 and Proposition 99 in 1988.

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155. SUPPORT efforts by the Contra Costa County's executive directors and program administrators of all Child Care and Development Programs to restore state budget

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allocations to the FY 2009-10 levels if verified that this is an increase by fiscal analysts for the California State Preschool Program (CSPP), California Center-Based General Child Care Program (CCTR), CalWORKs Stage 2 (C2AP), CalWORKs Stage 3 (C3AP), Alternate Payment Program (CAPP), Child Care and Development Grant and the Child Care Retention Program (AB 212). *Budgets in these programs have stagnated or reduced. An increase would greatly help low-income people find work and stay in jobs.*

156. SUPPORT efforts to increase the number of subsidized child care slots to address the shortage of over 20,000 slots serving children 0-12 years of age in Contra Costa County; and SUPPORT efforts to enhance the quality of early learning programs and maintain local Quality Rating and Improvement Systems (QRIS) for early learning providers. *Affordable child care is key to low-income workers remaining employed and there is a significant dearth of subsidized child care slots. Increasing quality of early learning is important to developing skills in the next generation.*
157. SUPPORT legislation to expand early child care and education and increase funding for preschool and early learning.
158. SUPPORT the restoration of funding for Facility Restoration and Repair (FRR) grants by California Department of Education. *Increasing the funding amounts for facility restoration of early childhood education would allow for improved facilities at Head Start sites.*
159. SUPPORT legislation to expand early care and education and increase funding for preschool and early learning, through a diverse and multi-faceted delivery system.
160. SUPPORT restoration of child development programs (pre-2011 funding) under Proposition 98 funding.
161. SUPPORT legislation that would clarify and streamline the definition of homelessness across categorical eligibility for child care services to homeless children.
162. SUPPORT legislation that would clarify the definition of “volunteer” in SB 792, a bill which prohibits, commencing September 1, 2016, a person from being employed or volunteering at a day care center or a day care home if he or she has not been immunized against influenza, pertussis, and measles. *Current law does not specify an established minimum of time spent in a child care facility to be considered a volunteer. SB 792, therefore, would apply to parents/grandparents coming to child care centers for one-time volunteer activities, to provide proof of vaccination.*

163. SUPPORT efforts to that would establish/allow the enrollment of 2.9 year olds in the California State Preschool Program.

164. SUPPORT alignment of family eligibility for subsidized child care with cost of living adjustments and higher minimum wage rates.

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165. SUPPORT the restoration of State Quality Child Care Funds which funds the Local Child Care Planning Council.

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166. SUPPORT the increase in flexibility of child care contracts with the California Department of Education that would allow voluntary transfer of funds to occur outside of November and May months.

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167. SUPPORT efforts to raise wages for the early care and education workforce (such as child care workers, preschool/infant-toddler teachers).

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168. SUPPORT efforts that encourage access to early education home visiting programming - supporting families in providing an environment that promotes healthy growth and development of their young children.

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#### Child Welfare

169. SUPPORT continued and improved funding for substance abuse treatment and mental health services including those that provide alternatives to incarceration and Laura's Law.

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170. SUPPORT increased funding for Foster Parent Recruitment and Retention.

171. SUPPORT continued and improved funding for implementation of Continuum of Care Reform.

172. SUPPORT child-specific approval for kinship caregivers (and non-related extended family members) to enable relatives to care for their related child/children, if in the child's best interest, even if the relative/NREFM is not able or willing to be approved as a foster parent for their foster children.

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173. SUPPORT efforts that would amend the definition of "relative" as applied to state funded Kinship Guardianship Assistance Payments (Kin-Gap) to be consistent with the federally funded Kin-Gap. This will allow all Kinship guardianship cases to be treated uniformly and allow more families to experience independence, normalcy and other benefits of permanence as legal guardians.

174. SUPPORT counties to access CWS/CMS to determine family's child abuse history for the Resource Family Approval process.

175. SUPPORT efforts to expand California Earned Income Tax Credit (Cal-EITC) eligibility to former foster youth under age 25 years.

176. SUPPORT efforts that would create state Homeless Youth Housing Program grants fund to establish or expand programs that provide specified housing assistance and supportive services to homeless youth.

**Violence Prevention**

177. SUPPORT efforts that seek to address the impact of domestic violence, sexual assault, human trafficking, elder abuse and child abuse, and implement culturally relevant, trauma-informed responses, connect victims to services, and prevent interpersonal violence.
178. SUPPORT increased investments in housing for victims of domestic violence and human trafficking including the preservation of emergency and long-term housing options for victims.
179. SUPPORT efforts that prevent domestic violence and domestic violence homicide including assessment of risk for assault or lethal force (including stalking and strangulation) throughout the criminal justice system.
180. SUPPORT investments in continuous training and coordination of training for all law enforcement officers, District Attorneys, Public Defenders, Judges and other court staff on issues of domestic violence, sexual assault, human trafficking, elder abuse and trauma informed approaches.
181. SUPPORT efforts to increase training on human trafficking (with a specific focus on labor trafficking) for law enforcement and others involved in criminal investigations.
182. SUPPORT efforts that seek to specialize and build expertise for designated staff and systems (such as developing a commercially sexually exploited youth court or creating human trafficking units) to better support survivors of human trafficking.
183. SUPPORT efforts that differentiate risk and provide differential response for both victims of domestic violence and sex crimes and offenders of domestic violence and sex crimes.
184. SUPPORT efforts to increase language access and cultural responsive services for survivors of interpersonal violence.
185. SUPPORT efforts that foster collaboration across protective and criminal systems which allow for facilitation of cross-reporting of interpersonal violence.
186. SUPPORT efforts to increase cross-agency and cross-system collaboration on human trafficking and domestic violence cases including the sharing of confidential or protected information in multidisciplinary team settings in order to increase support for survivors.
187. SUPPORT efforts that promote training, capacity building and deeper understanding for students, educators and social service staff on trauma informed care, adverse childhood experiences, healthy workplaces and schools.
188. SUPPORT efforts that ensure survivors of interpersonal violence feel safe to access services.

**Deleted:** ¶**Formatted:** Font: Bold, Italic, Highlight**Formatted:** Font: Bold, Italic**Formatted:** Font: Times New Roman**Deleted:** SUPPORT efforts to improve and expand emergency food assistance networks' (e.g. local food banks, food pantries) ability to procure, store, and distribute nutritious food to those in need. ¶**Formatted:** Left**Deleted:** and**Formatted:** Highlight**Deleted:** domestic violence and sexual assault**Formatted:** Highlight**Formatted:** Highlight**Formatted:** Highlight**Formatted:** Font: Times New Roman**Formatted:** Left, Indent: Left: 0.5", No bullets or numbering**Formatted:** Highlight**Formatted:** Indent: Left: 0.5", No bullets or numbering**Formatted:** Indent: Left: 0.5", No bullets or numbering**Formatted:** Indent: Left: 0.5", No bullets or numbering**Formatted:** Indent: Left: 0.5", No bullets or numbering**Formatted:** Indent: Left: 0.5", No bullets or numbering**Formatted:** Indent: Left: 0.5", No bullets or numbering**Formatted:** Indent: Left: 0.5", No bullets or numbering**Deleted:** ¶

SUPPORT a federal waiver that would allow county social services agencies to process CalFresh applications for jail inmates and suspend rather than terminate CalFresh eligibility when a recipient is detained in a county jail for a period of less than a year. ¶

SUPPORT efforts that would allow CalWORKs Welfare to Work participants to participate and achieve high school equivalency program without having their 24-month clock be impacted during their time in the program. ¶

SUPPORT increase of daily rate available under Temporary HA from \$65 per day to \$85 per day for homeless CalWORKs families of four or fewer and provide an additional \$15 per day for each additional family member up to a maximum of \$145 daily. ¶

SUPPORT research that describes and assesses local service needs and gaps impacting aging residents and that proposes specific and actionable local strategies to address these needs. ¶

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### Indian Gaming Issues

*Contra Costa County is currently home to the Lytton Band of the Pomo Indians' Casino in San Pablo, a Class II gaming facility. There has been a proposal for an additional casino in North Richmond. Local governments have limited authority in determining whether or not such facilities should be sited in their jurisdiction; the terms and conditions under which the facilities will operate; and what, if any, mitigation will be paid to offset the cost of increased services and lost revenues. Contra Costa County has been active in working with CSAC and others to address these issues, as well as the need for funding for participation in the federal and state review processes and for mitigation for the existing Class II casino.*

189. SUPPORT efforts to ensure that counties who have existing or proposed Class II Indian gaming facilities receive the Special Distribution Funds.
190. CONSIDER, on a case by case basis, whether or not to SUPPORT or OPPOSE Indian gaming facilities in Contra Costa County, and only SUPPORT facilities that are unique in nature and can demonstrate significant community benefits above and beyond the costs associated with mitigating community impacts.
191. OPPOSE the expansion or approval of Class III gaming machines at the existing gaming facility in Contra Costa County unless it can be demonstrated that there would be significant community benefits above and beyond the costs associated with mitigating community impacts.
192. SUPPORT State authority to tighten up the definition of a Class II machine.
193. SUPPORT State legislative and administration actions consistent with the CSAC policy documents on development on Indian Lands and Compact negotiations for Indian gaming.

### Land Use/Community Development

194. SUPPORT efforts to promote economic incentives for "smart growth," in Priority Development and Priority Production Areas including in-fill and transit-oriented development. *Balancing the need for housing and economic growth with the urban limit line requirements of Measure J (2004) will rely on maximum utilization of "smart growth" and Sustainable Community Strategy principles. Priority Production Areas are locally designated zones where manufacturing, warehousing, distribution and repair services would be a priority consideration in determining future land use.*
195. SUPPORT efforts to increase the supply of affordable housing, including, but not limited to, state issuance of private activity bonds, affordable and low income housing bond measures, low-income housing tax credits and state infrastructure financing. *This position supports a number of goals in the County General Plan Housing Element.*
196. SUPPORT establishment of a CEQA exemption for affordable housing financing. Current law provides a statutory exemption from CEQA to state agencies for financing of affordable housing (Section 21080.10(b) of the California Public Resources Code and Section 15267 of the CEQA Guidelines)—but not to local agencies. *The current exemption for state agencies is only operational if a CEQA review process has been completed by*

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another agency (e.g., by the land use permitting agency). Since the act of financing does not change the environmental setting, the net effect of the exemption is streamlining the process for providing financial assistance for already approved projects. AB 2518 (Houston) in 2006 was a Contra Costa County-sponsored bill to accomplish this, but it was not successful in the Legislature.

197. SUPPORT efforts to obtain a CEQA exemption or to utilize CEQA streamlining provisions for infill development or Priority Development Areas, including in unincorporated areas. Section 15332 of the CEQA Guidelines is a Categorical Exemption for infill development projects but only within cities or unincorporated areas of a certain size surrounded by cities. *Without the exemption, housing projects in the unincorporated areas that are not surrounded by cities (e.g. North Richmond, Montalvin Manor and Rodeo) are subject to a more time-consuming and costly process in order to comply with the CEQA guidelines than that which is required of cities, despite having similar housing obligations. The CEQA exemption bill signed by the Governor in 2013 (SB 741) only applies to mixed-use or non-residential projects in the unincorporated areas that are both within ½ mile of a BART station and within the boundaries of an adopted Specific Plan.*
198. SUPPORT efforts to reform State housing element law to promote the actual production and preservation of affordable housing and to focus less on process and paper compliance.
199. OPPOSE efforts to limit the County's ability to exercise local land use authority.
200. SUPPORT efforts to reduce the fiscalization of land use decision-making by local government, which favors retail uses over other job-creating uses and housing. *Reducing incentives for inappropriate land use decisions, particularly those that negatively affect neighboring jurisdictions, could result in more rational and harmonious land use.*
201. SUPPORT allocations, appropriations, and policies that support and leverage the benefits of approved Natural Community Conservation Plans (NCCPs), such as the East Contra Costa County NCCP. Support the granting of approximately \$24 million to the East Contra Costa County NCCP from the \$90 million allocation for NCCPs in Proposition 84. Support the inclusion of NCCPs for funding in allocations from Proposition 1. Support \$90 million for implementation of NCCPs and an additional \$100 million for watershed protection and habitat conservation in future park, water or natural resource bonds. Support the position that NCCPs are an effective strategy for addressing the impacts of climate change and encourage appropriate recognition of the NCCP tool in implementation of climate change legislation such as SB 375, AB 32 as well as an appropriate tool for spending Cap and Trade revenues. Promote effective implementation of NCCPs as a top priority for the California Department of Fish and Wildlife. Support an increase to \$1.6 million for the California Department of Fish and Wildlife's Local Assistance Grant program. Support efforts to streamline implementation of NCCPs including exemptions from unnecessary regulatory oversight such as the Delta Plan Covered Actions process administered by the Delta Stewardship Council. Support alignment of State and Regional of Water Board permits (Section 401 clean water act and storm water permits) and California Department of Fish and Wildlife Streambed Alteration Agreement (Section 1602 of the Fish and Game

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code) and other State natural resource permitting with California Endangered Species Act permitting through NCCPs to improve the overall efficiency, predictability and effectiveness of natural resource regulation.

202. SUPPORT legislation that would give local agencies specific tools for economic development purposes in order to enhance job opportunities, with emphasis on attracting and retaining businesses, blight removal and promoting smart growth and affordable housing development, while balancing the impacts on revenues for health and safety programs and healthy communities.
203. SUPPORT legislation that would resolve the administrative funding gap for agencies serving as the Successor Housing Agency. Such legislation should not have a negative impact on the localities' general fund. The Redevelopment Dissolution Act allows Successor Agencies a modest allowance of tax increment funds to support Successor Agency administrative costs. There is no such carve out for Housing Successors. However, unlike Successor Agencies, Housing Successors have an ongoing obligation to monitor existing affordable housing developments. These obligations will continue for up to 55 years.
204. SUPPORT legislation that would clarify the ability of successor agencies to former redevelopment agencies to enter into contracts with its sponsoring jurisdiction and third parties to fulfill enforceable obligations. *The existing redevelopment dissolution statute limits the contracting powers of successor agencies which is causing delays in their ability to expeditiously retire certain enforceable obligations of the former redevelopment agencies.*
205. SUPPORT legislative and regulatory efforts that streamline compliance with the California Environmental Quality Act (CEQA) by integrating it with other environmental protection laws and regulations, modifying the tiering of environmental reviews, expanding the application of prior environmental reviews, focusing areas of potential CEQA litigation, and enhancing public disclosure and accountability.
206. OPPOSE CEQA reform efforts that reduce environmental protections for projects that cross county or city boundaries.
207. SUPPORT efforts to improve or streamline CEQA for efficiency without losing sight of its ultimate goal to thoroughly identify environmental impacts and mitigations.
208. OPPOSE efforts to change CEQA solely to accommodate one particular infrastructure project or set of projects.
209. SUPPORT legislation that amends Section 20133 of the Public Contract Code to 1) delete the existing sunset date of July 1, 2014 for design-build authority granted to counties, and 2) eliminate the current project cost threshold of \$2.5 million required for the use of the design-build method.

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210. SUPPORT legislation that funds programs to remediate brownfield sites in the County and modifies existing programs to make implementation easier or apply more broadly. Specifically:

- Consider modification to the Cleanup Loans and Environmental Assistance to Neighborhoods (CLEAN) program that would simplify the approval process for applications;
- Broaden the criteria for sites that are eligible for California Land Reuse and Revitalization Act (CLRRA) to include all sites that are listed by the State or Federal Government as contaminated; and
- Fully fund the California Recycle Underutilized Sites (CALReUse) program.

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## Law and Justice System

211. SUPPORT legislation that seeks to curb metal theft by making it easier for law enforcement agencies to track stolen metals sold to scrap dealers through such means as requiring identification from customers selling commonly stolen metals, banning cash transactions over a certain amount, and requiring scrap dealers to hold materials they buy for a certain period of time before melting them down or reselling them.
212. SUPPORT legislation that provides a practical and efficient solution to addressing the problem of abandoned and trespassing vessels and ground tackle in an administrative process that allows the California State Lands Commission to both remove and dispose of such vessels and unpermitted ground tackle. *Boat owners in increasing numbers are abandoning both recreational and commercial vessels in areas within the Commission's jurisdiction. Our state waterways are becoming clogged with hulks that break up, leak, sink and add pollutants to our waterways and marine habitat.*
213. SUPPORT legislation that requires boater's insurance. *Currently, boaters are not required to carry insurance in California.*
214. SUPPORT legislation that provides better funding for local agencies forced to deal with abandoned and sunken vessels and their environmental impacts.
215. OPPOSE legislative proposals to realign additional program responsibility to counties without adequate funding and protections.
216. OPPOSE legislation that would shift the responsibility of parolees from the state to the counties without adequate notification, documentation and funding.
217. SUPPORT legislation that will help counties implement the 2011 Public Safety Realignment as long as the proposal would: provide for county flexibility, eliminate redundant or unnecessary reporting, and would not transfer more responsibility without funding.
218. SUPPORT legislation that will combat the negative impact that human trafficking has on victims in our communities, including the impact that this activity has on a range of County

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services and supports, and support efforts to provide additional tools, resources and funding to help counties address this growing problem.

219. **SUPPORT** State legislation banning the sale of alcopop products by businesses that sell alcoholic beverages. The California Department of Alcoholic Beverage Control is responsible for regulating the type of alcohol products that a business may sell. *A type of flavored malt alcoholic beverage product known as “alcopops” has been identified as a contributor to under-age drinking in the County. The term alcopops usually refers to sweetened malt or alcoholic beverages that are typically sold in single-serving bottles or cans. The Board, through recommendations from the Public Protection Committee, has adopted amendments to the Alcoholic Beverage Sales Commercial Activities Zoning Ordinance that authorizes the County to prohibit the sale of alcopops at any establishment not in compliance with the performance standards. Along with the code changes, various implementation strategies were also approved in order to better coordinate efforts between County Departments and agencies for streamlined implementation and enforcement of the Ordinance.*
220. **SUPPORT** legislative reform of current bail provisions that will replace reliance on money bail with a system that incorporates a pretrial risk assessment tool and evidence-based pretrial release decisions. *The current reliance on fixed bail schedules and commercial money bonds ignores public safety factors and unfairly penalizes poor people who are awaiting trial. Bail reform in this manner will ensure that only dangerous persons who cannot be safely supervised in the community while they are awaiting trial will be held in custody pretrial. Locally, our County has moved in this direction with an AB109 funded pretrial program.*

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## Levees

221. **SUPPORT** administrative and legislative action to provide significant funding for rehabilitation of levees in the western and central Delta. *Proposition 1E, passed in November 2006, provides for over \$3 billion for levees, primarily those in the Central Valley Flood Control Program. Language is included in the bond for other Delta levees but funding is not specifically directed. The County will work to actively advocate for \$1 billion in funding through this bond.*
222. **SUPPORT** legislation that requires the levee repair funds generated by Proposition 1E be spent within one year or legislative hearings conducted on expediting the expenditure of bond proceeds through the Department of Water Resources Delta Levees Section. Many public agencies, including reclamation districts charged with maintaining levees, have complained about the state’s inaction in allocating and distributing the levee funds that were raised by the bond sales authorized by Proposition 1E in 2008. Legislation could require the immediate distribution of these funds to local levee projects. The Delta Reform Act of 2009 authorized over \$202 million for levee repairs. Legislative hearings may produce explanations from the state as to why these funds are not being distributed or identify methods to streamline administration of these funds.

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223. SUPPORT legislation to amend California Water Code Section 12986, to maintain the state/local funding ratio of 75/25 for the state's Delta Levees Subventions Program, which provides funds for local levee repair and maintenance projects. The code provisions that have the state paying 75% of project costs will expire on July 1, 2013. At that time the matching ratio will change to 50/50. This means local reclamation districts will have to pay a larger portion of project costs (50%, compared to their current 25% requirement). Many districts do not have the funding to do so. The Delta Levees Subventions Program should continue to use funds from bonds or other dedicated sources, rather than the state's General Fund. For the past several years the program has been funded from bonds. When these bond funds run out, the program will have to be funded from the General Fund, unless some other new dedicated funding source is established.

224. SUPPORT legislation dealing with the Delta, including levees and levee programs, level and type of flood protection, beneficiary-pays programs, flood insurance, liability and other levee/land use issues.

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225. SUPPORT legislation/regulation requiring Reclamation Districts to develop, publish, and maintain hazard emergency plans for their districts. *Emergency response plans are critical to emergency management, particularly in an area or situation like the Delta where a levee break could trigger other emergencies. This legislation/regulation should also include the requirement for plan review and annual distribution of the plan to the residents of the district, County Office of Emergency Services and other government agencies that have emergency response interests within the district.*

226. SUPPORT legislation to amend California Water Code Section 85057.5 to bring the Delta Stewardship Council's "covered actions" land-use review process into consistency with CEQA. This section of state code defines a "covered action," which refers to local permit decisions that are subject to potential revocation by the Council, as adopted in the Council's Delta Plan. The proposed process works as follows: (1) if a local permit application meets the definition of a "covered action," the jurisdiction must evaluate it for consistency with all of the policies in the Council's Delta Plan. (2) If the jurisdiction finds the project is consistent with the Delta Plan, they notify the Council of this finding. (3) Anyone who objects to the project may appeal the consistency finding, and it will be up to the Council to make the final decision. Should the Council decide against the local jurisdiction, there is no appeal process available to the jurisdiction or project applicant other than legal action.

*"Covered actions" are defined in Section 85057.5 of the California Water Code. It defines them as plans, projects or programs as defined by CEQA, and then goes on to grant several exemptions to certain types of projects. It does not, however, provide exemptions for all the project types that CEQA itself exempts. CEQA provides a lengthy list of categorical exemptions for plans, projects and programs that generally do not have significant environmental impacts, and projects that have compelling reasons to move forward quickly (such as public safety projects). The entire list of categorical exemptions from CEQA also should be exempt from the Delta Stewardship Council's "covered actions" process.*

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## Library

227. SUPPORT State financial assistance in the operation of public libraries, including full funding of the Public Library Fund (PLF), and the California Research and Education Network (CalREN), an advanced network-services fabric serving the vast majority of research and education institutions in the state.
228. SUPPORT State bonds for public library construction. The 2000 library construction bond provided funding for two libraries in Contra Costa County. There is currently a need of approximately \$289,000,000 for public library construction, expansion and renovation in Contra Costa County.
229. SUPPORT continued funding for the California Library Literacy and English Acquisition Services Program, which provides matching funds for public library adult literacy programs that offer free, confidential, one-on-one basic literacy instruction to English-speaking adults who want to improve their reading, writing, and spelling skills.

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## Pipeline Safety

230. SUPPORT legislation that contains specific mitigations or solutions for installation of Automatic Shutoff Valves for both High Consequence Areas (HCA) and for those that transverse Active Seismic Earthquake Faults for all intrastate petroleum pipelines. *State Fire Marshal Annual Inspections of all Intrastate Petroleum Pipelines do not contain the specific mitigations or solutions for installation of Automatic Shutoff Valves for both High Consequence Areas (HCA) and for those that transverse Active Seismic Earthquake Faults that are mandated for Gas Pipelines under AB 2856. The County has several petroleum pipelines that should be classified under these categories and present the same explosive nature as gas pipelines do.*
231. SUPPORT legislation that contains specific language for protection of all seasonal and all year creeks and all State Waterways where petroleum pipelines are present. *New and replacement pipelines near environmentally and ecologically sensitive areas should use the best available technology including, but not limited to, the installation of leak detection technology, automatic shutoff systems or remote controlled sectionalized block valves, or any combination of these technologies to reduce the amount of oil released in an oil spill to protect state waters and wildlife.*

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## Telecommunications and Broadband

232. SUPPORT clean-up legislation on AB 2987 that provides for local emergency notifications similar to provisions in cable franchises for the last 20 years. *Currently our franchises require the cable systems to carry emergency messages in the event of local emergencies. With the occurrence of several local refinery incidents, this service is critical for Contra Costa. Under federal law, Emergency Alert System requirements leave broad discretion to*

broadcasters to decide when and what information to broadcast, emergency management offices to communicate with the public in times of emergencies.

233. SUPPORT preservation of local government ownership and control of the local public rights-of-way. *Currently, local government has authority over the time, place, and manner in which infrastructure is placed in their rights-of-way. The California Public Utilities Commission is considering rulemaking that would give them jurisdiction to decide issues between local government and telecommunication providers.*
234. SUPPORT the expansion of broadband (high speed internet service) to drive economic development and job opportunities, support county service delivery, and improve health, education and public safety outcomes for residents. For communities to realize these full benefits of broadband it must be capable of supporting current technology.

Access and adoption are both necessary elements that should be supported in state and federal legislative or regulatory proposals. This entails the following:

- Establishing and maintaining reliable broadband in unserved or underserved communities;
- Promoting the knowledge, skills and behaviors that comprise digital literacy;
- Making broadband affordable for all households;
- Maximizing funding for infrastructure; and
- Reducing infrastructure deployment barriers.

## Transportation

235. SUPPORT increased flexibility in the use of transportation funds.
236. SUPPORT regional coordination that provides for local input in addressing transportation needs. *Coordinated planning and delivery of public transit, paratransit, non-profit/community-based transit, and rail services will help ensure the best possible service delivery to the public. Regional coordination will be essential to complete planning and development of important regional transportation projects that benefit the state and local road system such as TriLink (State Route 239), improvements to Vasco Road, completion of remaining segments of the Bay Trail, improvements to the Delta DeAnza Regional Trail, and the proposed California Delta and Marsh Creek Trails. There may be interest in seeking enhanced local input requirements for developing the Sustainable Communities Strategy for the Bay Area mandated by SB 375 for greenhouse gas reduction. It is important that the regional coordination efforts are based on input gathered from the local level, to ensure the regional approach does not negatively impact local communities. "Top-down" regional or state planning efforts would be inconsistent with this goal. Consistent with that position, relief from the requirements imposed on the County by the state relative to the Iron Horse corridor would foster coordination along this multi-jurisdictional corridor.*

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237. SUPPORT efforts to improve safety throughout the transportation system. *The County supports new and expanded projects and programs to improve safety for bicyclists, pedestrians and wheelchair users, as well as projects to improve safety on high-accident transportation facilities such as Vasco Road. Data on transportation safety would be improved by including global positioning system (GPS) location data for every reported accident to assist in safety analysis and planning. The County also supports the expansion of school safety improvement programs such as stable/dedicated funding for crossing guards, revised school zone references in the vehicle code, Safe Routes to Schools (SR2S) grants, statutory authorization of an automated safety enforcement (speed cameras) pilot program, efforts to improve the safety, expansion and security of freight transportation system including public and private maritime ports, airports, rail yards, railroad lines, rail bridges and sidings. The County also supports limits or elimination of public liability for installing traffic-calming devices on residential neighborhood streets.*
238. SUPPORT funding or incentives for the use of environmentally-friendly resources in transportation construction projects. *The County seeks and supports grant programs, tax credits for manufacturers, state purchasing programs, and other incentives for local jurisdictions to use renewable and environmentally friendly materials such as pervious concrete, cool pavements, rubberized asphalt (made from recycled tires) that the County has used as paving material on San Pablo Dam Road and Pacheco Boulevard, and other emerging technologies/materials.*
239. SUPPORT streamlining the delivery of transportation safety projects. *The length of time and amount of paperwork should be reduced to bring a transportation safety project more quickly through the planning, engineering and design, environmental review, funding application, and construction phases, such as for Vasco Road. This could include streamlining the environmental review process and also streamlining all state permitting requirements that pertain to transportation projects. Realistic deadlines for use of federal transportation funds would help local jurisdictions deliver complex projects without running afoul of federal time limits which are unrealistically tight for complex projects.*
240. SUPPORT efforts to coordinate development of state-funded or regulated facilities such as courts, schools, jails, roads and state offices with local planning. *The County supports preserving the authority of Public Works over County roads by way of ensuring the Board of Supervisors' control over County roads as established in the Streets & Highways Code (Ch2 §940) is not undermined. This includes strongly opposing any action by a non-local entity that would ultimately dilute current Board of Supervisors discretion relative to road design and land use. In addition to being coordinated with local planning, there are well documented conflicts between state school development policies and state policies related to greenhouse gas reduction, safe routes to school, complete streets, and "Health In All Policies." The County supports administrative and legislative efforts to resolve these conflicts.*
241. SUPPORT efforts to coordinate planning between school districts, the state, and local jurisdictions for the purposes of: (1) locating and planning new schools, (2) funding programs that foster collaboration and joint use of facilities, and (3) financing off-site

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transportation improvements for improved access to existing schools. *The County will urge the California Department of Education's current Title 5 update effort to include removing the current conflict between current school siting policies and sustainable communities. Related to this effort, the County supports reform of school siting practices by way of legislative changes related to any new statewide school construction bond authorization. The County takes the position that reform components should include bringing school siting practices and school zone references in the vehicle code into alignment with local growth management policies, safe routes to school best practices, State SB 375 principles, and the State Strategic Growth Council's "Health in All Policies Initiative."*

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242. SUPPORT regional aviation transportation planning efforts for coordinated aviation network planning to improve service delivery. Regional aviation coordination could also improve the surrounding surface transportation system by providing expanded local options for people and goods movement.

243. SUPPORT efforts to increase waterborne transport of goods and obtaining funds to support this effort. *The San Francisco to Stockton Ship Channel is a major transportation route for the region, providing water access to a large number of industries and the Ports of Sacramento and Stockton. A project is underway to deepen the channel, providing additional capacity to accommodate increasing commerce needs of the Ports and providing better operational flexibility for the other industries. Increased goods movement via waterways has clear benefits to congestion management on highways and railroads (with resultant air quality benefits).*

244. SUPPORT legislative and administrative measures to enhance rail safety, increase state oversight of railroad bridges, provide funding for the training of first responders, and implement regulations that increase tank car safety standards for cars transporting crude oil and other hazardous materials, and regulations that require railroads to share data with state emergency managers and local responders.

245. SUPPORT funding increases for active transportation projects and planning. *Funding is needed for improved pedestrian infrastructure and enhancements and expansion of: trails, on-street bike facilities (Class II and III), and separated facilities (Class I and Class IV [cycle track]). Funding is also needed for corridor and "bicycle superhighway" planning, trail access improvements, overcrossings, intersection improvements, Class I - IV inter-connectivity projects (gap closures), wayfinding/signage projects, and facilities/designs identified in emerging best practices.*

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246. OPPOSE efforts to condition or link the distribution of transportation funds to a jurisdiction's production of housing relative to RHNA (Regional Housing Needs Allocation).

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247. SUPPORT administrative or legislative mechanisms that facilitate coordination between transportation agencies and utilities relative to expediting construction projects. Without willing and proactive coordination, transportation projects are subject to delays and substantially increased costs. These costs are borne by the taxpayers.

## Veterans

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248. SUPPORT legislation and budget actions that will continue the state's annual local assistance for County Veterans Service Offices at a minimum of the \$5.6 million level. The eventual goal is to fully fund CVSOs by appropriating the full \$11 million in local assistance funding as reflected in Military and Veterans Code Section 972.1(d). *County Veterans Service Offices (CVSOs) play a vital role in the local veteran community, not only within the Veterans Affairs claims process, but in other aspects as well. This includes providing information about all veterans' benefits (Federal, State and local), as well as providing claims assistance for all veteran-related benefits, referring veterans to ancillary community resources, providing hands-on development and case management services for claims and appeals and transporting local veterans to VA facilities.*
249. SUPPORT legislation and budget actions that will provide veterans organizations with resources to make necessary repairs to, or replacement of, their meeting halls and facilities. *Across California, the meeting halls and posts of Veterans Service Organizations such as the American Legion and Veterans of Foreign Wars serve as unofficial community centers. Many of these facilities are not compliant with Americans with Disabilities Act accessibility standards, are not earthquake retrofitted, or have deteriorated in recent years due to declining membership and reduced rental revenues as a result of the economic downturn. The County will support legislation that would create a competitive grant program for veterans' organizations, classified by the IRS as 501c19 non-profit organizations and comprised primarily of past or present members of the United States Armed Forces and their family members, to use for repairs and improvements to their existing facilities.*
250. SUPPORT legislation that will improve the timeliness and quality of both VA benefits claim decisions and VA healthcare services. Specifically, legislation that works toward improving on the expedited processing of claims, providing VA healthcare, and administering of benefits to populations with unique needs, such as homeless Veterans, Women Veterans, and Veterans experiencing service related Posttraumatic Stress Disorder or service related Traumatic Brain Injury.

## Waste Management

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251. SUPPORT legislation that establishes producer responsibility for management at the end of their useful life of products, including pharmaceuticals, batteries, sharps and veterinary medicine.
252. SUPPORT efforts to increase the development of markets for recycled materials.
253. SUPPORT legislative and regulatory efforts to allow third parties, under specific circumstances and conditions, to collect and transport household hazardous waste to collection facilities.

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254. SUPPORT legislation that seeks to remedy the environmental degradation and solid waste management problems on a State-wide basis of polystyrene containers and single-use plastic bags typically given away for free at grocery, retail and other establishments.
255. SUPPORT legislation that does not require increased diversion from landfills without an adequate funding mechanism.
256. SUPPORT legislation that would make changes to the used tire redemption program. *Instead of collecting a disposal fee from the consumer when new tires are purchased, a disposal fee would be collected at the wholesale level and redeemed by the disposal site when the used tires are brought to the site. The party bringing the tires to the disposal site would also receive a portion of the fee.*
257. SUPPORT legislation that relieves counties with privately-operated landfills from the state requirement for maintaining a 15-year supply of disposal capacity for waste generated within each county. *In 1989, Contra Costa County amended its general plan to accommodate construction of Keller Canyon Landfill. Due to the difficulty in siting landfills and the requirements of Public Resources Code 47100 – Countywide Siting Element, the County maintained authority to control the amount of waste disposed at this facility from outside the county. Despite Contra Costa County’s opposition, AB 845 became law on January 1, 2013 and prohibits any jurisdiction from regulating the amount of waste disposed at a privately-operated landfill based on its place of origin.*
- Because local jurisdictions can no longer control importation of waste to privately-operated landfills, a host County that receives a significant amount of waste from outside the county will have a greater need to undertake the difficult task of identifying new disposal capacity pursuant to the Countywide Siting Element requirement. Since the state believes there is no need for local jurisdictions to regulate disposal of solid waste by place of origin, the state should remove existing statutes that require each County with privately-operated landfills to identify sufficient disposal capacity for the waste generated by the jurisdictions within that County.*
258. SUPPORT legislation that can reduce the amount of harmful pharmaceuticals (including veterinary medicine) that ultimately enter waste water treatment facilities, bodies of water, and landfills.
259. SUPPORT legislative and regulatory efforts to restrict payments from the Beverage Container Recycling Program Fund for redemption of beverage containers sold out of state. *Fraudulent redemption of these beverage containers is costing the Fund from \$40 million to \$200 million annually. This fraud combined with loans to the General Fund to reduce the State budget deficit has significantly reduced the availability of funds for increasing recycling as intended under the law.*
260. SUPPORT legislative and regulatory efforts that correct the imbalance between the County’s regulatory authority to control the collection and disposal of solid waste generated within the unincorporated areas and our exposure to state penalties for failing to

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meet state mandates for diverting solid waste generated within these areas as a result of Appellate Court decisions. *In litigation where the County sought to protect its solid waste franchise authority for unincorporated areas the court awarded franchise authority to the Rodeo Sanitary District and Mountain View Sanitary District while the County remains exposed to state penalties for failing to meet state mandates for reducing disposal of solid waste generated in these areas.*

## Workforce Development

261. SUPPORT legislative and regulatory efforts that make the necessary changes to existing law for the implementation of the federal Workforce Innovation and Opportunity Act (WIOA) in California. *The County supports legislation that would include provisions that state that the Local Plan developed by local workforce boards should be the basis of all workforce planning in the local areas and all workforce-related state grants. Additionally, the County supports provisions that ensure that staffing costs and support services should be included in the training expenditure requirement. Finally, the County supports provisions that require all programs listed in the Workforce Innovation & Opportunity Act (WIOA) work together to ensure that data is collected and reported across all programs, utilizing the state's base-wage file system to ease local reporting burdens.*

262. SUPPORT efforts to include marginally attached workers, including discouraged workers, and involuntary part-time workers more formally in the California Workforce Investment Act. *(Marginally attached workers are persons not in the labor force who want and are available for work, and who have looked for a job sometime in the prior 12 months (or since the end of their last job if they held one within the past 12 months), but were not counted as unemployed because they had not searched for work in the 4 weeks preceding the survey. Discouraged workers are a subset of the marginally attached.)*

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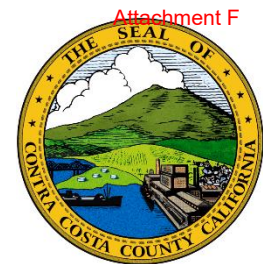
# 2018 PROPOSED STATE LEGISLATIVE PLATFORM

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Contra Costa County

January 23, 2018





## Table of Contents

<b>COUNTY-SPONSORED LEGISLATION.....</b>	<b>2</b>
<b>LEGISLATIVE/REGULATORY ADVOCACY PRIORITIES.....</b>	<b>2</b>
<b>STATE PLATFORM POLICY POSITIONS .....</b>	<b>5</b>
Agriculture.....	5
Animal Services .....	6
Child Support Services .....	7
Climate Change .....	7
Delta Water Platform.....	9
Elections.....	9
Emergency Preparedness, Emergency Response .....	9
Eminent Domain .....	10
Flood Control and Clean Water.....	10
General Revenues/Finance .....	11
Health Care .....	13
Human Services.....	19
Indian Gaming .....	28
Land Use/Community Development.....	28
Law and Justice System.....	31
Levees.....	32
Library.....	34
Pipeline Safety.....	34
Telecommunications and Broadband .....	34
Transportation .....	35
Veterans .....	38
Waste Management.....	38
Workforce Development .....	40



## 2018 STATE LEGISLATIVE PLATFORM CONTRA COSTA COUNTY

*Each year, the Board of Supervisors adopts a State Legislative Platform that establishes priorities and policy positions with regard to potential State legislation and regulation. The State Legislative Platform includes County-sponsored bill proposals, legislative or regulatory advocacy priorities for the year, and policies that provide direction and guidance for identification of and advocacy on bills which would affect the services, programs or finances of Contra Costa County.*

### COUNTY-SPONSORED LEGISLATION

#### **West Contra Costa Healthcare District (SB 522)**

Given the District's limited funding and change in operations, legislation that would allow the Board of Supervisors to appoint the District's governing body is necessary and appropriate. It would eliminate the cost of elections and foster collaboration between the District and the County as these two public agencies work together to meet the medical needs of District residents. On August 1, 2017, the Board of Supervisors authorized the County Administrator to seek legislation to change the District's Board of Directors from an elected board to one appointed by the Board of Supervisors. The District's governing body also supports this change. A bill has been introduced to accomplish this, SB 522, and will be considered in January 2018.

### LEGISLATIVE/REGULATORY ADVOCACY PRIORITIES

*Each year, issues emerge through the legislative process that are of importance to the County and require advocacy efforts. For 2018, it is anticipated that critical issues requiring legislative advocacy will include the following:*

**Priority 1: State Budget** – The state's continuing economic recovery, prior budget cuts, and the additional, temporary taxes provided by Proposition 30 have combined to bring the State Budget to a much improved financial condition. While the Governor's Budget identifies cost pressures and budget risks in health and human services programs, of particular concern to counties is the inadequate reimbursement for our ever-increasing cost of operating several human services programs: the "Human Services Funding Deficit," formerly referred to as the "Cost of Doing Business." The annual shortfall between actual county expenses and state reimbursement has grown to over \$1 billion since 2001, creating a de facto cost shift to counties. The funding gap forces counties to reduce services to vulnerable populations and/or divert scarce county resources from other critical local services. It also increases the risk of state and federal penalties.

Due to the restructuring of In-home Supportive Services (IHSS) funding in the State Budget (SB 90), the new Maintenance of Effort will shift program costs to counties; Contra Costa County anticipates a resultant decrease in IHSS administration funding. At the same time, the County anticipates that IHSS caseloads and authorized hours per case will continue to increase. In Contra Costa County, the number of caseloads increased by 16% from FY 2013-14 to FY 2016-17; the number of providers grew by 13%; and average authorized hours per case increased by 19%. The

new proposed administrative funding is not expected to match the growing need for increased administration time and support needed to meet the demand of the growing IHSS population. Anticipated negotiations for the FY 2019-2020 State budget will re-examine the funding structure for IHSS and determine the sustainability of county revenues and programs.

**Priority 2: Health Care** – Counties play a critical role in California’s health reform efforts. Counties serve as employers, payers, and providers of care to vulnerable populations. Consequently, counties actively participate in discussions of how to best reform and preserve the health care system in California and implement the national health care reform legislation passed in 2010, The Patient Protection and Affordable Care Act (ACA).

The optional Medi-Cal Expansion, in effect on Jan. 1, 2014, was a significant part of the State Budget process in 2013. The ACA had required states to expand Medicaid programs to allow childless adults at or below 138 percent of poverty to be eligible for Medicaid (known as Medi-Cal in California). The Supreme Court struck down that mandate but allowed it to be an option for states, which California exercised.

However, significant unknowns remain including questions about the actual impact of the ACA coverage expansions on counties and the number of uninsured individuals to whom counties will still need to provide services. Counties will retain the Section 17000 responsibility, and there will be significant variations in the impacts of both the ACA and AB 85 for the different types of counties: county hospital (12 counties including Contra Costa County), payor/clinic and County Medical Services Program (CMSP) counties.

The County will continue to work on the implementation of required health care reform measures to maximize federal revenue. The County will support efforts to provide counties with the necessary tools to implement health care reform which may include performing eligibility and enrollment, preserving existing county resources from 1991 Realignment, providing for a smooth transition for the various operational systems, and supporting legislation to ensure that low-income families are covered under the Affordable Care Act while opposing legislation which would reduce Medi-Cal eligibility. In addition, the County will continue to work to reduce uncompensated health care costs, work on the adequacy of rates under the new health care system, and advocate for adequate state funding for community-based health and social service networks to improve service coordination, health outcomes and quality of life.

**Priority 3: Water and Levees /The Sacramento-San Joaquin Delta** – The enactment of the Delta Reform Act (2009), a bill that established the co-equal goals for reliable water supply and ecosystem restoration for the Delta, created the Delta Stewardship Council, and supported the proposed Bay Delta Conservation Plan (BDCP) --an effort to construct a pair of massive tunnels under the Delta-- will bring significant, large-scale change to the Delta as we know it. The scope and content of these changes, as well as enduring political battles between northern and southern California over water, will continue to guide legislative and administrative agendas in the coming year. Enabling legislation was also passed in 2009 for a state water bond, which was delayed from the 2010 and 2012 ballots but successfully passed on the 2014 state ballot, as Proposition 1.

Significant future impacts on the County in the areas of water quality and supply, levee stability, ecosystem health, local land use authority and flood control are anticipated.

Particular areas of concern for 2018 include, but are not limited to: (1) the ongoing development of the BDCP project, now recast as the California WaterFix (CWF) and whether the state water bond appropriates funds specific to the BDCP/CWF; and (2) the impacts of the Delta Plan on local land use authority, efforts to expedite state bond funding for levee improvement projects, and the development of flow standards that will impact water quality and ecosystem health in the Delta. The County's adopted Delta Water Platform, as well as the Strategic and Action Plans, are incorporated in this Platform by reference.

***Priority 4: Realignment Implementation*** – The battle for constitutional protections for 2011 Realignment concluded successfully on November 6, 2012 when Proposition 30 was passed by the voters. Proposition 30 provides constitutional guarantees to the funding that supports Realignment and safeguards against future program expansion without accompanying funding. With these provisions in place, Contra Costa County continues to implement the array of programs transferred under 2011 Realignment, confident that funding is secure and programmatic responsibilities are defined. However, the County remains concerned that the funding is not sufficient and is also concerned about liability issues arising from the new responsibilities.

Any future proposals to realign programs to counties must have constitutionally guaranteed ongoing funding and protections. The County will oppose any proposals that would transfer additional program responsibility to counties without funding, constitutional protections, county participation and approval. The County will also oppose efforts that limit county flexibility in implementing programs and services realigned in 2011 or infringe upon our ability to innovate locally. The County resolves to remain accountable to our local constituents in delivering high-quality programs that efficiently and effectively respond to local needs. Further, we support counties' development of appropriate measures of local outcomes and dissemination of best practices.

With regard to Public Safety realignment, counties have received parolees whose latest crime fits the specified "non-violent, non-serious, non-sex offender" (N3) definition but who have a criminal background that includes violent, serious and/or sexual crimes. Under the current legislation, the person's latest offense/crime determines if they meet the N3 criteria. These individuals should stay under the responsibility of the state.

The County will also support efforts to provide additional funding/grants to those counties that have a commitment to lowering the crime rate and reducing recidivism through the provision of innovative, comprehensive, evidence-based programs for offender populations and their families. The County will also continue to support efforts to ensure that the receipt of Local Community Corrections Funds matches the amounts anticipated from the state, without undue delay. Finally, the County also supports more funding for mental health and behavioral health programs and facilities in order to meet the requirements of Realignment and the goal of reducing recidivism.

## STATE PLATFORM POLICY POSITIONS

A brief background statement accompanies policy positions that are not self-evident. Explanatory notes are included either as the preface to an issue area or following a specific policy position. Please note that new and revised policy positions are highlighted. The rationale for the policy position is italicized.

### Agriculture

1. SUPPORT efforts to ensure sufficient State funding for pest and disease control and eradication efforts to protect both agriculture and the native environment, including glassy-winged sharpshooter, light brown apple moth, and Japanese dodder activities; high risk pest exclusion activities; pesticide regulatory and law enforcement activities; and noxious weed pest management. *Agriculture is an important industry in Contra Costa County. Protection of this industry from pests and diseases is important for its continued viability.*
2. SUPPORT continued appropriations for regulation and research on sudden oak death, a fungal disease affecting many species of trees and shrubs in native oak woodlands. *The County's natural environment is being threatened by this disease.*
3. SUPPORT funding for agricultural land conservation programs and agricultural enterprise programs, and support revisions to State school siting policies, to protect and enhance the viability of local agriculture. *The growth in East County and elsewhere has put significant pressure on agricultural lands, yet agriculture is important not only for its production of fresh fruits, vegetables and livestock, but also as a source of open space.*
4. SUPPORT legislation to establish legal authority where needed to facilitate the efforts by the California Department of Food and Agriculture and the Department of Boating and Waterways to survey and treat all infestations of the South American spongeplant and to rid the Delta of this and other invasive aquatic species through integrated pest management methods. *Invasive aquatic species are a threat to agriculture, the environment and recreation in the Delta. This position includes support for efforts by the Department of Boating and Waterways to secure multi-year permits for eradication of multiple invasive aquatic plant species in the Sacramento-San Joaquin Delta, its tributaries, and its marshes.*
5. SUPPORT the CSAC policy statement regarding revisions to the California Conservation Act of 1965 (the Williamson Act) to support legislative changes that preserve the integrity of the Williamson Act, eliminate abuses resulting in unjustified and premature conversions of contracted land for development, and to fully restore Williamson Act subventions. The state subventions to counties also must be revised to recognize all local tax losses.

## Animal Services

6. SUPPORT efforts to protect local revenue sources designated for use by the Animal Services Department; i.e., animal licensing, fines and fees. *Fines, fees, and licensing are major sources of revenue for the Animal Services Department. The demand for animal services is increasing each year as does the demand on the General Fund. It is important to protect these revenue sources to continue to provide quality animal service and to meet local needs.*
7. SUPPORT efforts to protect or increase local control and flexibility over the scope and level of animal services. *Local control over the scope of animal services is necessary to efficiently address public safety and other community concerns. Local control affords jurisdictions the ability to tailor animal service programs to fit their communities. Animal related issues in dense urban areas vary from those in small, affluent communities.*
8. SUPPORT efforts to protect against unfunded mandates in animal services or mandates that are not accompanied by specific revenue sources which completely offset the costs of the new mandates, both when adopted and in future years. *Unfunded mandates drain our limited fiscal resources and, at the same time, chip away at local control over the scope and level of services.*
9. SUPPORT efforts to ensure full funding of State animal services mandates, including defense of the Department of Finance's lawsuit against the State Commission on Mandates regarding the State obligations for reimbursement of local costs for animal services incurred in compliance with SB 1785. *The County invested large sums of money to comply with SB 1785, with the assurance that our cost would be offset by reimbursements from the State. Failure by the State to honor the reimbursements negatively impacts the County General Fund and Animal Services' budget.*
10. SUPPORT efforts to protect and/or increase County flexibility to provide animal services consistent with local needs and priorities. *The demand for quality animal service programming continues to increase each year. The County is experiencing population growth and changing demographics. It is incumbent upon the Animal Services Department to be flexible enough to adjust to the changing needs and priorities.*
11. SUPPORT efforts to preserve the integrity of existing County policy relating to Animal Services (e.g., the Animal Control Ordinance and land use requirements). *Contra Costa is looked upon as one of the model Animal Services Departments in the state. Its policies, procedures, and ordinances are a yardstick against which other Animal Control organizations are measured. The local control exercised by the Board of Supervisors is key to that hallmark.*



## **Child Support Services**

12. SUPPORT the establishment of a statewide electronic registry for the creation and release/satisfaction of liens placed on property of a non-custodial parent as necessary to collect delinquent child support payments. *California law currently provides that recording an abstract or notice of support judgment with a County Recorder creates a lien on real property. This requires recording the judgment in each of the 58 counties in order not to miss a property transaction. An electronic registry would simplify not only the creation of liens but also the release/satisfaction of liens because there would be a single statewide point of contact, and the entire process would be handled electronically through automated means.*
13. SUPPORT amendment of current law that states that documents completed and recorded by a local child support agency may be recorded without acknowledgement (notarization) to clarify that the exception is for documents completed or recorded by a local child support agency. *This amendment clarifies that documents that are prepared by the local child support agency and then sent for recording either by the local child support agency or by the obligor (non-custodial parent) or by a title insurance company are covered by the exemption, a technical point not acknowledged by all county recorder offices.*
14. SUPPORT efforts to simplify the court process for modifying child support orders by the court by requiring court appearances only when one of the parties objects to the modification. *Currently, establishment of parentage and support by the court is permitted without court appearance if both parties are in agreement. A similar process for modification would reduce court time, the workload of all involved agencies and parties, and streamline the process.*
15. SUPPORT efforts to ensure that the reduction to the California Department of Child Support Services is not passed down as a reduction to the local program.
16. SUPPORT efforts that would require the Department of Child Support Services to provide any notice form, information, or document that is required or authorized to be given, distributed, or provided to an individual, a customer, or a member of the public to be given, distributed, or provided in a digitized form, and by any means the Department determines is feasible, including, but not limited to, e-mail or by means of a website.

## **Climate Change**

17. SUPPORT the CSAC Climate Change Policy Statements and Principles which address a broad range of issues affected by climate change, including water, air quality, agriculture, forestry, land use, solid waste, energy and health. *The document is largely based on existing CSAC policy and adapted to climate change. Additionally, the document contains a set of general principles which establish local government as a vital partner in the climate change issue and maintain that counties should be an active participant in the discussions in the development of greenhouse gas reduction strategies underway at the state and regional level.*

18. SUPPORT efforts to ensure that the implementation of AB 32 results in harmony between the greenhouse gas reduction target created by the Air Resources Board for each regional/local agency, the housing needs numbers provided by the state Department of Housing and Community Development pursuant to housing element law, and the Sustainable Communities Strategy developed through the Regional Transportation Plan processes.
19. SUPPORT legislative or administrative efforts that favor allocation of funding from the California Greenhouse Gas Cap and Trade Program to jurisdictions that are the largest emitters of greenhouse gas, have disadvantaged communities that are disproportionately affected by environmental pollution, have Natural Community Conservation Plans or similar land conservation efforts that will address climate change and have demonstrated a local commitment to climate protection (e.g. established emissions reduction targets, prepared Climate Action Plans, etc.). *The County has several good projects that would sequester carbon, such as Creek and wetland restoration projects.*
20. SUPPORT efforts to expand eligible expenditures of the Greenhouse Gas Revenue Fund to investments in accessible transit/transportation systems (serving seniors, disabled, veterans) which result in more efficient (shared trips, increased coordination) service and corresponding reductions in greenhouse gas production. *This policy is in support of the accessible transit/transportation initiatives discussed during the Measure X and 2017 Countywide Transportation Plan approval, and is consistent with the "Accessible Transportation" report provided to the Board of Supervisors in September 2017 which documented the need for substantial investment to make improvements in this field. The September 2017 report established that the County is not unique in this situation; these issues are widespread which justifies a statewide/nationwide legislative approach.*
21. SUPPORT efforts to ensure life-cycle costs are considered when planning new projects in the state. A key challenge for State and local agencies is funding the ongoing operation and maintenance of infrastructure. This includes all aspects of the built environment: buildings, roads, parks, and other infrastructure. *As California begins to implement more aggressive climate goals, the State should be thinking about new methodologies for anticipating project costs. In particular, it is evident that California will need a different transportation system than the one we have currently, and that this new transportation system will be more expensive to maintain. Traditional accounting methods that look only at initial project cost lead to situations where infrastructure fails, at greater replacement cost than if ongoing operation and maintenance had been included from the beginning. This would include methodologies for internalizing the social and environmental costs of projects.*
22. SUPPORT revisions to the Public Resources Code and the Air Resources Board's Investment Plans to provide Cap and Trade funding for the conservation of natural lands, parks and open space through fee title acquisition as well as easements.



23. OPPOSE changes to the California Environmental Protection Agency's protocols for designating disadvantaged communities which result in a reduction in the number or size of disadvantaged communities in Contra Costa County. Disadvantaged communities are prioritized for receipt of Greenhouse Gas Reduction Funds, the funding source for a number of state grant programs. *Contra Costa County has a number of communities and neighborhoods that are economically and socially disadvantaged and located near large, current and former industrial sites. These industrial operations contribute through the Cap and Trade program to the Greenhouse Gas Reduction Fund. The state designations should continue to reflect the disproportionately acute needs of these communities.*
24. As California and the East Bay region experiences more frequent and prolonged periods of extreme heat, extreme heat will impact human health, demand on health services, potable water, agriculture, vectors, wild fires, and demand on electricity. SUPPORT funding and infrastructure to help protect vulnerable communities and populations as the mean temperature of the region steadily increases due to global climate change.

### **Delta Water Platform**

To protect the Sacramento-San Joaquin Delta from various detrimental forces that are affecting its health and resources, it is the policy of Contra Costa County to support implementation of projects and actions that will help improve the Delta ecosystem and the economic conditions of the Delta. Contra Costa County has adopted a *Delta Water Platform* to identify and promote activities and policy positions that support the creation of a healthy Sacramento-San Joaquin Delta. Contra Costa County will use this Platform to guide its own actions and advocacy in other public venues regarding the future of the Delta.

### **Elections**

25. SUPPORT legislation to adjust precinct sizing from 1,000 voters per precinct to 1,250 voters per precinct. *With the option of being able to have up to 1,250 voters per precinct, the best polling locations in a neighborhood can be selected, and that same site is more likely to be used for several elections, thus avoiding the need to change poll sites for voters.*
26. SUPPORT full state reimbursement for state mandates imposed upon local registrars by the Secretary of State, including special state elections. *The state has committed to reimburse Counties for the cost of certain state mandates. That reimbursement process, SB 90, can be lengthy and contentious. The SB 90 process is also subject to uncertainties including partial payments, delayed payments, and now, suspended or no payments. In lieu of the SB 90 process for Elections, there is merit in the examination of having the state pay its pro-rata share of costs when state candidates/measures are on the ballot.*

### **Emergency Preparedness, Emergency Response**

27. SUPPORT legislation that would give local agencies more authority to train volunteers, provide funding for Community Emergency Response Training (CERT), and help clean-up oil spills without taking on additional legal liability.

28. SUPPORT legislation that would require the state's Oil Spill Prevention and Response Agency to improve communication and clean-up technology, increase safety standards for ships and establish special protections for ecologically sensitive areas.
29. SUPPORT legislation that would require responses to future oil spills in a shorter timeframe, with a more regional approach.
30. SUPPORT measures that enable counties and other local agencies to better exercise their responsibilities to plan for and respond to emergencies and disasters without taking on additional legal liability and oppose those that do not recognize or support the county and local agency role in the State's Standardized Emergency Management System.
31. SUPPORT legislation or other measures requiring the creation or utilization of emergency rock stockpiles suitable for levee repair throughout the Delta, enabling increasingly efficient and less costly prevention of levee breaks and enhancement of initial response capabilities.
32. SUPPORT legislation that expands school safety improvement programs such as education regarding and placement of automated external defibrillator(s) (AED(s)) in schools.

### **Eminent Domain**

33. SUPPORT legislation that maintains the distinction in the California Constitution between Section 19, Article I, which establishes the law for eminent domain, and Section 7, Article XI, which establishes the law for legislative and administrative action to protect the public health, safety, and welfare.
34. SUPPORT legislation that would provide a comprehensive and exclusive basis in the California Constitution to compensate property owners when property is taken or damaged by state or local governments, without affecting legislative and administrative actions taken to protect the public health, safety, and welfare.

### **Flood Control and Clean Water**

35. SUPPORT authorization for regional approaches to comply with aquatic pesticide permit issues under the purview of the State Water Resources Control Board. *Contra Costa County entered into an agreement with a neighboring county and several cities to share the costs of monitoring. While it makes sense for local government to pool resources to save money, State Board regulations make regional monitoring infeasible.*
36. SUPPORT efforts to provide local agencies with more flexibility and options to fund stormwater programs. *Stormwater permit requirements issued by the Regional Water Quality Control Boards are becoming more and more expensive, yet there is no funding. Stormwater services, encompassing both water quality and drainage/flood control, could*

*be structured like a utility with the ability to set rates similar to the other two key water services: drinking water and wastewater.*

37. SUPPORT efforts to provide immunity to local public agencies for any liability for their clean-up of contaminations on private lands. *This will be more critical as the Regional Water Quality Control Boards institute Total Maximum Daily Loads, which establish a maximum allowable amount of a pollutant (like mercury) in the stormwater from a watershed.*
38. SUPPORT efforts to require the Department of Water Resources (DWR) to provide 200 year flood plain mapping for all areas in the legal Delta. SB 5 requires the County and cities in the Delta to insure certain development projects must have 200 year level of protection and to make certain related findings. *DWR has revisited developing 200-year flood plain maps, but if they do, only working in areas protected by project levees which does not include any areas within Contra Costa County.*
39. SUPPORT legislation to enable Zone 7 Water Agency to become a new public agency, separate and apart from the Alameda County Flood Control and Water Conservation District, with territory in both Alameda and Contra Costa counties and the power to provide specific services, insofar as the legislation is guided by adopted Principles of Understanding.

### **General Revenues/Finance**

*As a political subdivision of the State, many of Contra Costa County's services and programs are the result of state statute and regulation. The State also provides a substantial portion of the County's revenues. However, the State has often used its authority to shift costs to counties and to generally put counties in the difficult position of trying to meet local service needs with inadequate resources. While Proposition 1A provided some protections for counties, vigilance is necessary to protect the fiscal integrity of the County.*

40. SUPPORT the State's effort to balance its budget through actions that do not adversely affect County revenues, services or ability to carry out its governmental responsibilities.
41. OPPOSE any state-imposed redistribution, reduction or use restriction on general purpose revenue, sales taxes or property taxes unless financially beneficial to the County. *(Note that a redistribution of sales and property tax may be beneficial to Contra Costa County in the event that sales tax growth lags behind property tax growth.)*
42. OPPOSE efforts to limit local authority over transient occupancy taxes (TOT).
43. OPPOSE any efforts to increase the County's share-of-cost, maintenance-of-effort requirements or other financing responsibility for State mandated programs absent new revenues sufficient to meet current and future program needs.
44. SUPPORT efforts to ensure that Contra Costa County receives its fair share of State allocations, including mental health funding under Proposition 63 and pass-through of

federal funds for anti-terrorism and homeland security measures. *The State utilizes a variety of methods to allocate funds among counties, at times detrimental to Contra Costa County.*

45. SUPPORT efforts to receive reimbursement for local tax revenues lost pursuant to sales and property tax exemptions approved by the Legislature and the State Board of Equalization.
46. SUPPORT continued efforts to reform the state/local relationship in a way that makes both fiscal and programmatic sense for local government and conforms to the adopted 2010 CSAC Realignment Principles, with an emphasis on maximum flexibility for counties to manage the existing and realigned discretionary programs.
47. SUPPORT efforts to relieve California of the federal Child Support penalties without shifting the cost of the penalties to the counties.
48. SUPPORT a reduction in the 2/3rd vote requirement to 55% voter approval for locally-approved special taxes that fund health, education, economic, stormwater services, library, transportation and/or public safety programs and services.
49. SUPPORT efforts to authorize counties to impose forfeitures for violations of ordinances, as currently authorized for cities. *This would provide the County with the opportunity to require deposits to assure compliance with specific ordinance requirements as well as retain the deposit if the ordinance requirements are not met. Currently, the County is limited to imposing fines which are limited to only \$100 - \$200 for the first violation, which has proven to be an ineffective deterrent in some cases.*
50. SUPPORT efforts to redefine the circumstances under which commercial and industrial property is reassessed to reduce the growing imbalance between the share of overall property tax paid by residential property owners versus commercial/industrial owners.
51. SUPPORT efforts to reduce County costs for Workers' Compensation, including the ability to control excessive medical utilization and litigation. *Workers' Compensation costs are significant, diverting funds that could be utilized for County services. Workers' Compensation should provide a safety net for injured employees, for a reasonable period of time, and not provide an incentive for employees to claim more time than medically necessary.*
52. SUPPORT state actions that maximize Federal and State revenues for county-run services and programs.
53. SUPPORT legislative compliance with both the intent and language of Proposition 1A.
54. SUPPORT the provisions of Proposition 22 that would protect County revenues, particularly as related to transportation revenues and excluding those provisions related to redevelopment funds.

55. SUPPORT full State funding of all statewide special elections, including recall elections.
56. OPPOSE efforts of the State to avoid state mandate claims through the practice of repealing the statutes, then re-enacting them. *In 2005, the State Legislature repealed sections of the Brown Act that were subject to mandate claims, then re-enacted the same language pursuant to a voter-approval initiative, and therefore, not subject to mandate claims.*
57. SUPPORT strong Public Utilities Commission (PUC) oversight of state-franchised providers of cable and telecommunications services, including rigorous review of financial reports and protection of consumer interests. *AB 2987 (Núñez), Chapter 700, statutes of 2006 transferred regulatory oversight authority from local government to the PUC.*
58. SUPPORT timely, full payments to counties by the State for programs operated on their behalf or by mandate. *The State currently owes counties over \$1 billion in State General Funds for social services program costs dating back to FY 2002-03.*
59. SUPPORT full State participation in funding the County's retiree and retiree health care unfunded liability. *Counties perform most of their services on behalf of the State and Federal governments. Funding of retiree costs should be the responsibility of the State, to the same extent that the State is responsible for operational costs.*
60. SUPPORT legislation that provides constitutional protections and guaranteed funding to counties under Realignment.
61. OPPOSE the establishment of specific or stricter standards for the use of personal services contracts by counties, that would make contracting with community-based organizations more difficult for counties.

## **Health Care**

*The County remains concerned about the implementation of any health care reform measures that could transfer responsibility to counties, without commensurate financing structures or in a manner not compatible with the County's system. The County supports a concept of universal health coverage for all Californians. Toward that end, the County urges the state to enact a system of health coverage and care delivery that builds upon the strengths of the current systems in our state, including county-operated systems serving vulnerable populations.*

*Currently, California has a complex array of existing coverage and delivery systems that serve many, but not all, Californians. Moving this array of systems into a universal coverage framework is a complex undertaking that requires sound analysis, thoughtful and deliberative planning, and a multi-year implementation process. As California moves forward with health care reform, the County urges the state to prevent reform efforts from exacerbating problems with existing service and funding. The state must also consider the differences across California counties and the impacts of reform efforts on the network of safety-net providers, including county providers. The end result of health reform must provide a strengthened health care delivery system for all Californians, including those served by the safety net.*

62. SUPPORT state action to increase health care access and affordability. *Access to care and affordability of care are critical components of any health reform plan. Expanding*

*eligibility for existing programs will not provide access to care in significant areas of the state. Important improvements to our current programs, including Medi-Cal, must be made either prior to, or in concert with, a coverage expansion in order to ensure access. Coverage must be affordable for all Californians to access care.*

63. SUPPORT Medi-Cal reimbursement rate increases to incentivize providers to participate in the program.
64. SUPPORT actions that address provider shortages (including physicians, particularly specialists, and nurses). Innovative programs, such as loan forgiveness programs, should be expanded. In an effort to recruit physicians from other states, the licensing and reciprocity requirements should be re-examined. Steps should be taken to reduce the amount of time it takes to obtain a Medi-Cal provider number (currently six to nine months).
65. SUPPORT efforts that implement comprehensive systems of care, including case management, for frequent users of emergency care and those with chronic diseases and/or dual (or multiple) diagnoses. *Approaches should include community-based providers and could be modeled after current programs in place in safety net systems.*
66. SUPPORT efforts that provide sufficient time for detailed data gathering of current safety net funding in the system and the impact of any redirection of funds on remaining county responsibilities. *The interconnectedness of county indigent health funding to public health, correctional health, mental health, alcohol and drug services and social services must be fully understood and accounted for in order to protect, and enhance as appropriate, funding for these related services.*
67. OPPOSE safety net funding transfers until an analysis of who would remain uninsured (e.g. medically indigent adults, including citizens, who cannot document citizenship under current Medicaid eligibility rules) is completed in order to adequately fund services for these populations.
68. SUPPORT efforts to clearly define and adequately fund remaining county responsibilities.
69. SUPPORT state action to provide an analysis of current health care infrastructure (facilities and providers), including current safety net facilities across the state, to ensure that there are adequate providers and health care facilities (including recovery facilities), and that they can remain viable after health reform.
70. SUPPORT efforts to provide adequate financing for health care reforms to succeed.
71. SUPPORT measures that maximize federal reimbursement from Medicaid and S-CHIP.
72. SUPPORT state action to complete actuarial studies on the costs of transferring indigent populations, who currently receive mostly episodic care, to a coverage model to ensure that there is adequate funding in the model.



73. SUPPORT efforts that ensure that safety net health care facilities remain viable during the transition period and be supported afterwards based on analyses of the changing health market and of the remaining safety net population.
74. SUPPORT state action to implement a Medi-Cal waiver in a manner that maximizes the drawdown of federal funds for services and facilities, provides flexibility, and ensures that counties receive their fair share of funding.
75. SUPPORT efforts to increase revenues and to contain mandated costs in the County's hospital and clinics system.
76. SUPPORT efforts to obtain a fair-share of any state funds in a distribution of funding for the integration of IHSS and managed care.
77. SUPPORT efforts to increase the availability of health care (including alcohol and other drugs recovery) to the uninsured in California, whether employed or not.
78. SUPPORT legislation that improves the quality of health care, whether through the use of technology, innovative delivery models or combining and better accessing various streams of revenue, including but not limited to acute and long term care integration.
79. SUPPORT legislation to protect safety net providers, both public and private. Legislation should focus on stabilizing Medi-Cal rates and delivery modes and should advocate that these actions are essential to the success of any effort to improve access and make health care more affordable.
80. SUPPORT state efforts to increase the scope of benefits and reimbursement rates contained in Minor Consent Medi-Cal to give youth with substance abuse disorders access to a continuum of care, including residential and outpatient treatment.
81. SUPPORT efforts to give incentives to providers to establish more youth substance use disorder residential treatment facilities within the county.
82. SUPPORT efforts to extend Drug Medi-Cal and Minor Consent Medi-Cal Coverage to incarcerated youths, many of whom are in custody due to drug related crimes. *This could greatly decrease recidivism in the juvenile justice system.*
83. SUPPORT funding and policy changes to support coverage of medically necessary alcohol and substance use related disorder treatment at the same level as other medical conditions in health care services, including county's responsibility for Federal Financial Participation (FFP) portion to increase Drug Medi-Cal reimbursement rates and incentivize providers to participate in the program.

84. SUPPORT legislation that extends the restrictions and prohibitions against the smoking of, and exposure to, tobacco products to include restrictions or prohibitions against electronic cigarettes (e-cigarettes) in various places, including, but not limited to, places of employment, school campuses, public buildings, day care facilities, retail food facilities, multi-family housing, and health facilities; preventing the use of tobacco, electronic smoking devices (e-cigarettes) and flavored tobacco by youth and young adults; eliminating exposure to second-hand and third-hand smoke; restrictions on advertising of electronic smoking devices; reducing and eliminating disparities related to tobacco use and its effects among specific populations; increasing the minimum age to 21 to purchase tobacco products; and the promotion of cessation among young people and adults. Support legislation that extends restrictions and prohibitions against the sale of flavored tobacco products, prohibits the sale of tobacco products in stores that operate a pharmacy and establishes distance and density restrictions on the establishment of a new tobacco retailer within proximity of youth sensitive venues such as schools, day cares, or parks.
85. SUPPORT and encourage state, federal and/or private funding for pharmaceutical research for the development of new cannabis products which would meet Federal Drug Administration (FDA) standards of known strengths and attributes (and without unnecessary side effects) which would be dispensable through pharmacies and medical facilities consistent with State and Federal law.
86. SUPPORT legislation and administrative actions that further align a statewide regulatory framework for the commercial cannabis industry and that continue to authorize local jurisdictions to adopt more restrictive measures to protect the health, safety and welfare of their residents.
87. SUPPORT funding and policy changes to support population-based chronic disease prevention efforts. Collectively, these include efforts to move up-stream from the treatment of illness associated with chronic disease to advance a policy, systems and organizational-change approach to address the underlying environmental factors and conditions that influence health and health behaviors.
88. SUPPORT funding and policy changes to support developing a workforce with gerontological expertise to manage the exponential growth in the chronically ill aging population.
89. SUPPORT efforts that would advance a Health-In-All-Policies approach to policy work done across the County. This implies consideration of how health is influenced by the built environment and a connection with land use planning and development.
90. SUPPORT ongoing study of the health impacts of global and regional climate change and ongoing countywide mitigation and adaptation efforts.
91. SUPPORT efforts that would preserve the nature and quality and continuity of care associated with safety net services historically provided at the local level, such as the



California Children's Services (CCS) and Child Health and Disability Prevention (CHDP) programs, which are being transitioned into managed care at the state level.

92. SUPPORT efforts that promote aging in place through the utilization of long-term supports and services and caregiver support services.
93. SUPPORT increasing the level of funding for Long-Term Services and Supports (LTSS) and Home and Community Based Services (HCBS) to meet the increase in cost to provide services and to meet the tremendous increase in the aging population.
94. SUPPORT maintaining level or enhanced funding, streamlined processes and greater flexibility for use of State and Federal funding to respond to Public Health Emergency Preparedness initiatives including Pandemic Influenza, emerging diseases, and continued funding for all categories related to Public Health Preparedness, including Hospital Preparedness Program, Homeland Security, Cities Readiness Initiative and core Public Health Preparedness.
95. SUPPORT increased funding and policy changes for Tuberculosis (TB) prevention and treatment, to reflect the increased risk of transmission faced across the Bay Area. *The Bay Area, including Contra Costa County, experiences more cases of active Tuberculosis than do most states in the nation. The demographic make-up of our communities combined with frequent international travel between the Bay and areas where TB is endemic, present an added risk and thus the need to maintain adequate funding and program infrastructure.*
96. SUPPORT increased funding for the public health infrastructure, capacity and prevention services as outlined in the public health components of the Affordable Care Act and the National Prevention and Public Health Fund.
97. SUPPORT recognition of Local Public Health Departments as an authorized provider for direct billing reimbursement related to the provision of Immunization, Family Planning, HIV, STD and TB services.
98. SUPPORT the reversal of the pre-emption language regarding local Menu-Labeling that is included in the Affordable Care Act.
99. SUPPORT enhanced funding and capacity for public health programs, specifically:
  - a. Prevention programs in the areas of chronic disease, specifically, obesity, diabetes, asthma and cancer;
  - b. Prevention and risk reduction programs in the area of HIV, STD, teen pregnancy, injury prevention as well as health promotion programs, such as nutrition and activity education;
  - c. Oral health programs, especially those which address the needs of children and those with oral health disparities;
  - d. Protecting the Prevention and Public Health Fund (PPHF), as established in the Affordable Care Act;

- e. Increased resources dedicated to surveillance and prevention programs targeting chronic diseases such as cardiovascular, stroke, cancer, diabetes, and asthma, as well as injury and violence;
  - f. Funding and initiatives that support the **surveillance, prevention and local preparation for** emerging diseases, such as Zika, novel Influenza, Hepatitis B, Hepatitis C, Chlamydia, and seasonal Influenza and public health programs which provide screening, diagnosis, and treatment;
  - g. Provide for adequate State funding for children's programs, including the California Children's Services (CCS) program for clients who are not Medi-Cal eligible to assure that counties are not overmatched in their financial participation;
  - h. Programs which seek to monitor and address the needs of Foster youth, especially those on psychotropic medication; and
  - i. Best practice programs which seeks to protect and enhance the health of pregnant women and that address maternal, child and adolescent health needs.
100. SUPPORT efforts to strengthen needle exchange programs as part of an overall program to combat the spread of HIV and other diseases; allowing items associated with needle exchange programs such as, cookers, sterile water, and cotton to be distributed along with clean needles; and the elimination of the federal ban on funding needle exchange programs.
  101. SUPPORT legislative efforts to reduce or eliminate lead and toxic substances in consumer products, particularly those used by infants and children.
  102. SUPPORT legislative efforts to reduce exposure to toxic air pollutants and the reduction of greenhouse gases.
  103. SUPPORT funding, policy and programs dedicated to suicide, injury and violence prevention. Additionally, support efforts aimed at reducing health disparities and inequities associated with violence against women, communities of color and the LGBT community. Programs which seek to limit the effects of injury, violence and abuse on children, seniors and persons with disability.
  104. SUPPORT funding and policy changes to support program development aimed at reducing the misuse of prescription drugs, most especially opioids, and increase prevention and treatment of opioid disorders to eliminate overdoses and combat the opioid epidemic. Additionally, support funding and legislation to restrict the sale and use of powdered alcohol and other similar products marketed to youth.
  105. SUPPORT necessary County infrastructure and adequate funding related to education, regulatory, testing and enforcement functions associated with the State Medical Marijuana regulatory controls.
  106. SUPPORT legislation and/or similar policy efforts to tax certain beverages that contain added sugars, by establishing a per fluid ounce health impact fee on sugar sweetened beverages at the distributor level. In addition, support efforts which would create the Sugar

Sweetened Beverage Safety warning act, which would require a safety warning on all sealed sugar sweetened beverages.

107. SUPPORT legislation and efforts that support healthy meals, adequate meal time, and increased physical activity/education for school-age children.
108. SUPPORT efforts to dedicate funding that sustains and expands non-infrastructure Safe Routes to School programs that educate students, parents, and school staff about safe walking and bicycling to school.
109. SUPPORT efforts to address the underlying determinants of health and health equity, such as housing and prevention of displacement, educational attainment and livable wage jobs, and accessible transportation.
110. SUPPORT legislation that extends the restrictions and prohibitions against the smoking of, and exposure to, marijuana products in various places, including, but not limited to, places of employment, school campuses, public buildings, day care facilities, multi-family housing, health facilities, alcohol and other drug treatment facilities, and homeless shelters; further prohibit marijuana edibles to prevent youth/children access to harmful products; restrictions on advertising of marijuana products targeting youth and near places frequented by youth or alcohol and other drug treatment facilities.
111. SUPPORT funding, legislation, policy, and programs that would accomplish the following:
  - a. create an effective crisis response system of services for persons experiencing homelessness, particularly families and transition-age youth;
  - b. increases permanent housing with services for persons experiencing or at-risk of homelessness with a chronic disability; and
  - c. protects and expands the availability of affordable housing, particularly for the Very Low and Extremely Low Income population.

## **Human Services**

### **Aging and Adult Services**

112. SUPPORT efforts to promote safety of Adult Protective Services workers conducting required unannounced home visits by allowing them to request and receive from law enforcement criminal record checks through the California Law Enforcement Telecommunications System (CLETS). *This would primarily be used for reported abusers in the household.*
113. SUPPORT efforts to develop emergency temporary shelter and/or short-term options for Adult Protective Services population and consider options that include but are not limited to, licensing of facilities specifically for this population and exploring Medi-Cal billing options to support clients in hospitals and other care facilities pending a more permanent housing placement.

114. SUPPORT simplification of IHSS service hour calculation and allocation to insure compliance with the Fair Labor Standards Act (FLSA) and efficiently provide services to consumers.
115. SUPPORT efforts that seek to identify and eliminate elder financial abuse and elder exposure to crime that may be committed through conservatorships, powers of attorney, notaries and others who have the right to control elder assets, including through solutions that allow access for Adult Protective Services to access financial records for investigation of financial abuse and exploitation. *Financial abuse is a fast-growing form of abuse of seniors and adults with disabilities and current law does not authorize financial institutions to grant access to financial records necessary to investigate the reported abuse without the consent of the account holder or authorized representative.*
116. SUPPORT efforts to establish an “umbrella code” for the reporting of incidents of elder abuse to the Department of Justice, thus more accurately recording the incidence of abuse. Current reporting policies within California’s law enforcement community and social services departments are uncoordinated in regards to the reporting of adult abuse. Under an “umbrella code,” law enforcement agencies and social services departments would uniformly report incidents of elder abuse and California would have much better data for policy and budget development purposes.
117. SUPPORT funding for statewide Adult Protective Services training.
118. SUPPORT establishing a State funded and administered General Assistance Program. *The General Assistance Program is 100% County funded. Moving it to the State would relieve pressure on the County budget and appropriately direct costs to the State.*
119. SUPPORT legislative efforts that allow for coordination of services and data, across state and county departments, that support aging and elder populations.
120. SUPPORT creation of a pilot program “Fostering Dignity in Aging,” to provide grant funding to counties to be used specifically for housing preservation and eviction prevention services of victims of elder and dependent adult abuse, exploitation, neglect, or self-neglect.
121. SUPPORT creation of funding opportunities and policies which promote the development of aging-friendly communities.
122. SUPPORT legislation and investments related to long-term care, senior housing affordability, medical service access, transportation, isolation and other quality of life issues to support aging with dignity.
123. SUPPORT research that describes and assesses local service needs and gaps impacting aging residents and that proposes specific and actionable local strategies to address these needs.

124. SUPPORTS efforts to allow counties to use alternative reassessment approaches, including but not limited to telephonic reassessments, that would be applied to customers rated low on the Functional Index Rating Scale.
125. SUPPORT efforts that focus on dependent adult and elder abuse prevention including, but not limited to, providing respite for caregivers.
126. SUPPORT efforts that identify, eliminate and prevent in-home neglect of the elderly and dependent adults; and scams and fraud (internet and otherwise) targeted at the elderly and dependent adults.
127. SUPPORT efforts that would require the California Department of Social Services to translate all state-provided materials used by In-Home Support Services providers into the statewide threshold languages: English, Spanish, Armenian, and Chinese.
128. SUPPORT efforts that would help to stabilize and provide short-term housing supports for at-risk Adult Protective Services clients.
129. SUPPORT legislative efforts that would enhance confidentiality of DMV records for Adult Protective Services social workers (a practice already in place for Child Protective Services social workers).

### ***Safety Net Programs***

130. SUPPORT efforts to extend family stabilization mental health/substance abuse funding to include all family members. *Current law only funds services for adult Welfare to Work participants.*
131. SUPPORT solutions to address gaps in existing state statute that cause disruptions to continuity of care for some Covered California Insurance Affordability Program (IAP) enrollees when a new determination of IAP takes place.
132. SUPPORT the use of state funds to pay for CalFresh benefits for those Deferred Action for Childhood Arrivals (DACAs) and PRUCOL (Permanent Residents Under the Color of Law) who would otherwise be ineligible for CalFresh.
133. SUPPORT efforts to extend eligibility to zero share of Medi-Cal cost when recipients report new earned income. *Potential increases to state and local minimum wage impacts eligibility to free health care.*
134. SUPPORT efforts to extend eligibility of CalWORKs benefit by exempting the first 6 months of earned income received from new employment or wage increases. *This is intended to create better financial stability when a family's income increases due to changes in local and state minimum wage law.*
135. SUPPORT fully funding Medi-Cal Administrative costs.

136. SUPPORT efforts to increase County flexibility in the use of CalWORKs funds and in program requirements in order to better support the transition of welfare dependent families from welfare-to-work to self-sufficiency, including, but not limited to: extending supportive services beyond the current limit; enhancing supportive services; increasing diversion and early intervention to obviate the need for aid.

Legislative changes to support these initiatives could include the following:

- a. **Supportive Services.** Extending the length of time CalWORKS recipients can receive supportive service such as help with transportation, child care, work uniforms, etc.
- b. **Welfare to Work.** Extending the length of time families can receive Welfare to Work services (job training and search and other employment related services) including job retention services. Currently CalWORKS recipients are eligible to receive supportive services and Welfare to Work services for up to 48 months if they are in compliance with CalWORKS rules. After 48 months these services or for CalWORKS cash aid. Helping people move from poverty and significant education gaps to full time employment in jobs that pay a high enough wage to be self-sufficient is difficult. It can take longer than 48 months and allowing for the flexibility to extend supportive services and training past the 48 month time limit would help.
- c. **Diversion:** Removing the criteria that someone has to be apparently eligible to CalWORKs in order to qualify for diversion and base the criteria on the client's circumstance and ability to maintain the situation on their own without the need of continued assistance.
  - When applying income and resource requirements for diversion, use only half of their income and/or resource value or increase the limits for income and resources for diversion only.
  - Increasing the amount of the diversion payment. If the applicant doesn't "use" all of the amount, they have 12 months to come back into the office and apply for the remaining amount of their diversion payments.
  - Allowing families to reapply for CalWORKs during their diversion period without a repayment penalty or CalWORKs ineligibility.
- d. Expanding job retention services;
- e. Exempting the hard-to-serve from Welfare-to-Work activities and the 20% exemption or providing flexibility in the time limit (dependent upon terms and conditions of TANF authorization). Developing an eligibility definition to 250% of the federal poverty level (FPL). Currently, the CalWORKs poverty level is 130% of the FPL for each Assistance Unit (AU). An increase to 250% would ensure more families meet income eligibility requirements.

*All of these measures would make it easier for CalWORKs families to enter employment services, become employed, and continue with the support they need in order to maintain their jobs.*

137. SUPPORT efforts to revise the definition of “homelessness” in the Welfare & Institutions Codes to include families who have received eviction notices due to a verified financial hardship, thus allowing early intervention assistance for CalWORKs families. *Current law prevents CalWORKs from providing homeless assistance until the CalWORKs family is actually “on the street.” This rule change would enable the County to work with CalWORKs families who are being threatened with homelessness to prevent the eviction and, presumably, better maintain the family members’ employment status.*
138. SUPPORT alignment of verification requirements for CalWORKs, CalFRESH and Medi-Cal programs to simplify the customer experience and reduce the potential for error. Consider letting all programs access the Federal Hub used through CalHEERS. *Currently these programs have different requirements for client verification, though they are all benefit programs. Alignment of verifications would make program administration more efficient and improve the client experience.*
139. SUPPORT allowing all individuals in receipt of Unemployment Benefits (UIB) to be automatically eligible for CalFresh. *Applying for UI and CalFresh is duplicative because requirements of both program are so similar. This would increase CalFresh uptake in an efficient way.*
140. SUPPORT efforts to increase CalFresh benefit amounts to better meet recipients’ nutritional needs, improve ease and accessibility of the CalFresh application and recertification processes, and adjust CalFresh eligibility requirements to include currently excluded populations with significant need.
141. SUPPORT efforts to restore cuts to the Supplemental Security Income/State Supplementary Payment (SSI/SSP) Program, **increase grant amounts that would allow improvement of quality of life**, and reinstate the annual Cost of Living Adjustment (COLA.)
142. SUPPORT efforts to ensure funding of child care for CalWORKs and former CalWORKs families at levels sufficient to meet demand. The State of California has not fully funded the cost of child care for the “working poor.” *Additional funding would allow more CalWORKs and post-CalWORKs families to become and/or stay employed.*
143. SUPPORT efforts to improve and expand emergency food assistance networks’ (e.g. local food banks, food pantries) ability to procure, store, and distribute nutritious food to those in need.
144. SUPPORT increase of daily rate available under Temporary HA from \$65 per day to \$85 per day for homeless CalWORKs families of four or fewer and provide an additional \$15 per day for each additional family member up to a maximum of \$145 daily.



- 145. SUPPORT efforts for a more flexible framework that allows the state to supplement CalFresh benefits if federal assistance is insufficient or unavailable. Recent natural disasters have underscored the need for a more permanent framework for the state to respond.
- 146. SUPPORT continuous investment in the California Earned Income Tax Credit (CalEITC) and efforts to increase access to California Earned Income Tax Credit, including increase in tax credit.
- 147. SUPPORT the expansion of benefits and services for immigrants, refugees, and asylum seekers.
- 148. SUPPORT providing funding for graduation bonuses for non-pregnant/parenting CalWORKs students who obtain a high school diploma/equivalent.
- 149. SUPPORT shared housing efforts to secure permanent housing assistance for CalWORKs participants.
- 150. SUPPORT a federal waiver that would allow county social services agencies to process CalFresh applications for jail inmates and suspend rather than terminate CalFresh eligibility when a recipient is detailed in a county jail for a period of less than a year.
- 151. SUPPORT efforts that would allow CalWORKs Welfare to Work participants to participate and achieve high school equivalency program without having their 24-month clock be impacted during their time in the program.

### ***Early Care and Education***

- 152. SUPPORT the efforts of CHSA (California Head Start Association) in securing legislation to support a state-wide integrated child care licensing structure. This will allow childcare programs to apply for and have one child care license for all children 0-5 as opposed to the current system of a two-license structure for varying ages of children in care. California remains only one of two states in the nation to maintain the two license structure.
- 153. OPPOSE legislation, rules, regulations or policies that restrict or affect the amount of funds available to, or the local autonomy of, First 5 Commissions to allocate their funds in accordance with local needs.
- 154. OPPOSE any legislation that increases tobacco taxes but fails to include language to replace any funds subsequently lost to The California Children and Families Act/Trust Fund for local services funded by tobacco taxes, Proposition 10 in 1998 and Proposition 99 in 1988.
- 155. SUPPORT efforts by the Contra Costa County's executive directors and program administrators of all Child Care and Development Programs to restore state budget



allocations to the FY 2009-10 levels if verified that this is an increase by fiscal analysts for the California State Preschool Program (CSPP), California Center-Based General Child Care Program (CCTR), CalWORKs Stage 2 (C2AP), CalWORKs Stage 3 (C3AP), Alternate Payment Program (CAPP), Child Care and Development Grant and the Child Care Retention Program (AB 212). *Budgets in these programs have stagnated or reduced. An increase would greatly help low-income people find work and stay in jobs.*

156. SUPPORT efforts to increase the number of subsidized child care slots to address the shortage of over 20,000 slots serving children 0-12 years of age in Contra Costa County; and SUPPORT efforts to enhance the quality of early learning programs and maintain local Quality Rating and Improvement Systems (QRIS) for early learning providers. *Affordable child care is key to low-income workers remaining employed and there is a significant dearth of subsidized child care slots. Increasing quality of early learning is important to developing skills in the next generation.*
157. SUPPORT legislation to expand early child care and education and increase funding for preschool and early learning.
158. SUPPORT the restoration of funding for Facility Restoration and Repair (FRR) grants by California Department of Education. *Increasing the funding amounts for facility restoration of early childhood education would allow for improved facilities at Head Start sites.*
159. SUPPORT legislation to expand early care and education and increase funding for preschool and early learning, through a diverse and multi-faceted delivery system.
160. SUPPORT restoration of child development programs (pre-2011 funding) under Proposition 98 funding.
161. SUPPORT legislation that would clarify and streamline the definition of homelessness across categorical eligibility for child care services to homeless children.
162. SUPPORT legislation that would clarify the definition of “volunteer” in SB 792, a bill which prohibits, commencing September 1, 2016, a person from being employed or volunteering at a day care center or a day care home if he or she has not been immunized against influenza, pertussis, and measles. *Current law does not specify an established minimum of time spent in a child care facility to be considered a volunteer. SB 792, therefore, would apply to parents/grandparents coming to child care centers for one-time volunteer activities, to provide proof of vaccination.*
163. SUPPORT efforts to that would establish/allow the enrollment of 2.9 year olds in the California State Preschool Program.
164. SUPPORT alignment of family eligibility for subsidized child care with cost of living adjustments and higher minimum wage rates.

- 165. SUPPORT the restoration of State Quality Child Care Funds which funds the Local Child Care Planning Council.
- 166. SUPPORT the increase in flexibility of child care contracts with the California Department of Education that would allow voluntary transfer of funds to occur outside of November and May months.
- 167. SUPPORT efforts to raise wages for the early care and education workforce (such as child care workers, preschool/infant-toddler teachers).
- 168. SUPPORT efforts that encourage access to early education home visiting programming - supporting families in providing an environment that promotes healthy growth and development of their young children.

### ***Child Welfare***

- 169. SUPPORT continued and improved funding for substance abuse treatment and mental health services including those that provide alternatives to incarceration and Laura's Law.
- 170. SUPPORT increased funding for Foster Parent Recruitment and Retention.
- 171. SUPPORT continued and improved funding for implementation of Continuum of Care Reform.
- 172. SUPPORT child-specific approval for kinship caregivers (and non-related extended family members) to enable relatives to care for their related child/children, if in the child's best interest, even if the relative/NREFM is not able or willing to be approved as a foster parent for their foster children.
- 173. SUPPORT efforts that would amend the definition of "relative" as applied to state funded Kinship Guardianship Assistance Payments (Kin-Gap) to be consistent with the federally funded Kin-Gap. This will allow all Kinship guardianship cases to be treated uniformly and allow more families to experience independence, normalcy and other benefits of permanence as legal guardians.
- 174. SUPPORT counties to access CWS/CMS to determine family's child abuse history for the Resource Family Approval process.
- 175. SUPPORT efforts to expand California Earned Income Tax Credit (Cal-EITC) eligibility to former foster youth under age 25 years.
- 176. SUPPORT efforts that would create state Homeless Youth Housing Program grants fund to establish or expand programs that provide specified housing assistance and supportive services to homeless youth.

## ***Violence Prevention***

177. SUPPORT efforts that seek to address the impact of domestic violence, sexual assault, human trafficking, elder abuse and child abuse, and implement culturally relevant, trauma-informed responses, connect victims to services, and prevent interpersonal violence.
178. SUPPORT increased investments in housing for victims of domestic violence and human trafficking including the preservation of emergency and long-term housing options for victims.
179. SUPPORT efforts that prevent domestic violence and domestic violence homicide including assessment of risk for assault or lethal force (including stalking and strangulation) throughout the criminal justice system.
180. SUPPORT investments in continuous training and coordination of training for all law enforcement officers, District Attorneys, Public Defenders, Judges and other court staff on issues of domestic violence, sexual assault, human trafficking, elder abuse and trauma informed approaches.
181. SUPPORT efforts to increase training on human trafficking (with a specific focus on labor trafficking) for law enforcement and others involved in criminal investigations.
182. SUPPORT efforts that seek to specialize and build expertise for designated staff and systems (such as developing a commercially sexually exploited youth court or creating human trafficking units) to better support survivors of human trafficking.
183. SUPPORT efforts that differentiate risk and provide differential response for both victims of domestic violence and sex crimes and offenders of domestic violence and sex crimes.
184. SUPPORT efforts to increase language access and cultural responsive services for survivors of interpersonal violence.
185. SUPPORT efforts that foster collaboration across protective and criminal systems which allow for facilitation of cross-reporting of interpersonal violence.
186. SUPPORT efforts to increase cross-agency and cross-system collaboration on human trafficking and domestic violence cases including the sharing of confidential or protected information in multidisciplinary team settings in order to increase support for survivors.
187. SUPPORT efforts that promote training, capacity building and deeper understanding for students, educators and social service staff on trauma informed care, adverse childhood experiences, healthy workplaces and schools
188. SUPPORT efforts that ensure survivors of interpersonal violence feel safe to access services.

## **Indian Gaming Issues**

*Contra Costa County is currently home to the Lytton Band of the Pomo Indians' Casino in San Pablo, a Class II gaming facility. There has been a proposal for an additional casino in North Richmond. Local governments have limited authority in determining whether or not such facilities should be sited in their jurisdiction; the terms and conditions under which the facilities will operate; and what, if any, mitigation will be paid to offset the cost of increased services and lost revenues. Contra Costa County has been active in working with CSAC and others to address these issues, as well as the need for funding for participation in the federal and state review processes and for mitigation for the existing Class II casino.*

189. SUPPORT efforts to ensure that counties who have existing or proposed Class II Indian gaming facilities receive the Special Distribution Funds.
190. CONSIDER, on a case by case basis, whether or not to SUPPORT or OPPOSE Indian gaming facilities in Contra Costa County, and only SUPPORT facilities that are unique in nature and can demonstrate significant community benefits above and beyond the costs associated with mitigating community impacts.
191. OPPOSE the expansion or approval of Class III gaming machines at the existing gaming facility in Contra Costa County unless it can be demonstrated that there would be significant community benefits above and beyond the costs associated with mitigating community impacts.
192. SUPPORT State authority to tighten up the definition of a Class II machine.
193. SUPPORT State legislative and administration actions consistent with the CSAC policy documents on development on Indian Lands and Compact negotiations for Indian gaming.

## **Land Use/Community Development**

194. SUPPORT efforts to promote economic incentives for "smart growth," in Priority Development and Priority Production Areas including in-fill and transit-oriented development. *Balancing the need for housing and economic growth with the urban limit line requirements of Measure J (2004) will rely on maximum utilization of "smart growth" and Sustainable Community Strategy principles. Priority Production Areas are locally designated zones where manufacturing, warehousing, distribution and repair services would be a priority consideration in determining future land use.*
195. SUPPORT efforts to increase the supply of affordable housing, including, but not limited to, state issuance of private activity bonds, affordable and low income housing bond measures, low-income housing tax credits and state infrastructure financing. *This position supports a number of goals in the County General Plan Housing Element.*
196. SUPPORT establishment of a CEQA exemption for affordable housing financing. Current law provides a statutory exemption from CEQA to state agencies for financing of affordable housing (Section 21080.10(b) of the California Public Resources Code and Section 15267 of the CEQA Guidelines)—but not to local agencies. *The current exemption for state agencies is only operational if a CEQA review process has been completed by*

*another agency (e.g., by the land use permitting agency). Since the act of financing does not change the environmental setting, the net effect of the exemption is streamlining the process for providing financial assistance for already approved projects. AB 2518 (Houston) in 2006 was a Contra Costa County-sponsored bill to accomplish this, but it was not successful in the Legislature.*

197. SUPPORT efforts to obtain a CEQA exemption or to utilize CEQA streamlining provisions for infill development or Priority Development Areas, including in unincorporated areas. Section 15332 of the CEQA Guidelines is a Categorical Exemption for infill development projects but only within cities or unincorporated areas of a certain size surrounded by cities. *Without the exemption, housing projects in the unincorporated areas that are not surrounded by cities (e.g. North Richmond, Montalvin Manor and Rodeo) are subject to a more time-consuming and costly process in order to comply with the CEQA guidelines than that which is required of cities, despite having similar housing obligations. The CEQA exemption bill signed by the Governor in 2013 (SB 741) only applies to mixed-use or non-residential projects in the unincorporated areas that are both within ½ mile of a BART station and within the boundaries of an adopted Specific Plan.*
198. SUPPORT efforts to reform State housing element law to promote the actual production and preservation of affordable housing and to focus less on process and paper compliance.
199. OPPOSE efforts to limit the County's ability to exercise local land use authority.
200. SUPPORT efforts to reduce the fiscalization of land use decision-making by local government, which favors retail uses over other job-creating uses and housing. *Reducing incentives for inappropriate land use decisions, particularly those that negatively affect neighboring jurisdictions, could result in more rational and harmonious land use.*
201. SUPPORT allocations, appropriations, and policies that support and leverage the benefits of approved Natural Community Conservation Plans (NCCPs), such as the East Contra Costa County NCCP. Support the granting of approximately \$24 million to the East Contra Costa County NCCP from the \$90 million allocation for NCCPs in Proposition 84. Support the inclusion of NCCPs for funding in allocations from Proposition 1. Support \$90 million for implementation of NCCPs and an additional \$100 million for watershed protection and habitat conservation in future park, water or natural resource bonds. Support the position that NCCPs are an effective strategy for addressing the impacts of climate change and encourage appropriate recognition of the NCCP tool in implementation of climate change legislation such as SB 375, AB 32 as well as an appropriate tool for spending Cap and Trade revenues. Promote effective implementation of NCCPs as a top priority for the California Department of Fish and Wildlife. Support an increase to \$1.6 million for the California Department of Fish and Wildlife's Local Assistance Grant program. Support efforts to streamline implementation of NCCPs including exemptions from unnecessary regulatory oversight such as the Delta Plan Covered Actions process administered by the Delta Stewardship Council. Support alignment of State and Regional of Water Board permits (Section 401 clean water act and storm water permits) and California Department of Fish and Wildlife Streambed Alteration Agreement (Section 1602 of the Fish and Game

code) and other State natural resource permitting with California Endangered Species Act permitting through NCCPs to improve the overall efficiency, predictability and effectiveness of natural resource regulation.

202. SUPPORT legislation that would give local agencies specific tools for economic development purposes in order to enhance job opportunities, with emphasis on attracting and retaining businesses, blight removal and promoting smart growth and affordable housing development, while balancing the impacts on revenues for health and safety programs and healthy communities.
203. SUPPORT legislation that would resolve the administrative funding gap for agencies serving as the Successor Housing Agency. Such legislation should not have a negative impact on the localities' general fund. The Redevelopment Dissolution Act allows Successor Agencies a modest allowance of tax increment funds to support Successor Agency administrative costs. There is no such carve out for Housing Successors. However, unlike Successor Agencies, Housing Successors have an ongoing obligation to monitor existing affordable housing developments. These obligations will continue for up to 55 years.
204. SUPPORT legislation that would clarify the ability of successor agencies to former redevelopment agencies to enter into contracts with its sponsoring jurisdiction and third parties to fulfill enforceable obligations. *The existing redevelopment dissolution statute limits the contracting powers of successor agencies which is causing delays in their ability to expeditiously retire certain enforceable obligations of the former redevelopment agencies.*
205. SUPPORT legislative and regulatory efforts that streamline compliance with the California Environmental Quality Act (CEQA) by integrating it with other environmental protection laws and regulations, modifying the tiering of environmental reviews, expanding the application of prior environmental reviews, focusing areas of potential CEQA litigation, and enhancing public disclosure and accountability.
206. OPPOSE CEQA reform efforts that reduce environmental protections for projects that cross county or city boundaries.
207. SUPPORT efforts to improve or streamline CEQA for efficiency without losing sight of its ultimate goal to thoroughly identify environmental impacts and mitigations.
208. OPPOSE efforts to change CEQA solely to accommodate one particular infrastructure project or set of projects.
209. SUPPORT legislation that amends Section 20133 of the Public Contract Code to 1) delete the existing sunset date of July 1, 2014 for design-build authority granted to counties, and 2) eliminate the current project cost threshold of \$2.5 million required for the use of the design-build method.



210. SUPPORT legislation that funds programs to remediate brownfield sites in the County and modifies existing programs to make implementation easier or apply more broadly. Specifically:
- Consider modification to the Cleanup Loans and Environmental Assistance to Neighborhoods (CLEAN) program that would simplify the approval process for applications;
  - Broaden the criteria for sites that are eligible for California Land Reuse and Revitalization Act (CLRRA) to include all sites that are listed by the State or Federal Government as contaminated; and
  - Fully fund the California Recycle Underutilized Sites (CALReUse) program.

### **Law and Justice System**

211. SUPPORT legislation that seeks to curb metal theft by making it easier for law enforcement agencies to track stolen metals sold to scrap dealers through such means as requiring identification from customers selling commonly stolen metals, banning cash transactions over a certain amount, and requiring scrap dealers to hold materials they buy for a certain period of time before melting them down or reselling them.
212. SUPPORT legislation that provides a practical and efficient solution to addressing the problem of abandoned and trespassing vessels and ground tackle in an administrative process that allows the California State Lands Commission to both remove and dispose of such vessels and unpermitted ground tackle. *Boat owners in increasing numbers are abandoning both recreational and commercial vessels in areas within the Commission's jurisdiction. Our state waterways are becoming clogged with hulks that break up, leak, sink and add pollutants to our waterways and marine habitat.*
213. SUPPORT legislation that requires boater's insurance. *Currently, boaters are not required to carry insurance in California.*
214. SUPPORT legislation that provides better funding for local agencies forced to deal with abandoned and sunken vessels and their environmental impacts.
215. OPPOSE legislative proposals to realign additional program responsibility to counties without adequate funding and protections.
216. OPPOSE legislation that would shift the responsibility of parolees from the state to the counties without adequate notification, documentation and funding.
217. SUPPORT legislation that will help counties implement the 2011 Public Safety Realignment as long as the proposal would: provide for county flexibility, eliminate redundant or unnecessary reporting, and would not transfer more responsibility without funding.
218. SUPPORT legislation that will combat the negative impact that human trafficking has on victims in our communities, including the impact that this activity has on a range of County

services and supports, and support efforts to provide additional tools, resources and funding to help counties address this growing problem.

219. SUPPORT State legislation banning the sale of alcopop products by businesses that sell alcoholic beverages. The California Department of Alcoholic Beverage Control is responsible for regulating the type of alcohol products that a business may sell. *A type of flavored malt alcoholic beverage product known as “alcopops” has been identified as a contributor to under-age drinking in the County. The term alcopops usually refers to sweetened malt or alcoholic beverages that are typically sold in single-serving bottles or cans. The Board, through recommendations from the Public Protection Committee, has adopted amendments to the Alcoholic Beverage Sales Commercial Activities Zoning Ordinance that authorizes the County to prohibit the sale of alcopops at any establishment not in compliance with the performance standards. Along with the code changes, various implementation strategies were also approved in order to better coordinate efforts between County Departments and agencies for streamlined implementation and enforcement of the Ordinance.*
220. SUPPORT legislative reform of current bail provisions that will replace reliance on money bail with a system that incorporates a pretrial risk assessment tool and evidence-based pretrial release decisions. *The current reliance on fixed bail schedules and commercial money bonds ignores public safety factors and unfairly penalizes poor people who are awaiting trial. Bail reform in this manner will ensure that only dangerous persons who cannot be safely supervised in the community while they are awaiting trial will be held in custody pretrial. Locally, our County has moved in this direction with an AB109 funded pretrial program.*

### **Levees**

221. SUPPORT administrative and legislative action to provide significant funding for rehabilitation of levees in the western and central Delta. *Proposition 1E, passed in November 2006, provides for over \$3 billion for levees, primarily those in the Central Valley Flood Control Program. Language is included in the bond for other Delta levees but funding is not specifically directed. The County will work to actively advocate for \$1 billion in funding through this bond.*
222. SUPPORT legislation that requires the levee repair funds generated by Proposition 1E be spent within one year or legislative hearings conducted on expediting the expenditure of bond proceeds through the Department of Water Resources Delta Levees Section. Many public agencies, including reclamation districts charged with maintaining levees, have complained about the state’s inaction in allocating and distributing the levee funds that were raised by the bond sales authorized by Proposition 1E in 2008. Legislation could require the immediate distribution of these funds to local levee projects. The Delta Reform Act of 2009 authorized over \$202 million for levee repairs. Legislative hearings may produce explanations from the state as to why these funds are not being distributed or identify methods to streamline administration of these funds.



223. SUPPORT legislation to amend California Water Code Section 12986, to maintain the state/local funding ratio of 75/25 for the state's Delta Levees Subventions Program, which provides funds for local levee repair and maintenance projects. The code provisions that have the state paying 75% of project costs will expire on July 1, 2013. At that time the matching ratio will change to 50/50. This means local reclamation districts will have to pay a larger portion of project costs (50%, compared to their current 25% requirement). Many districts do not have the funding to do so. The Delta Levees Subventions Program should continue to use funds from bonds or other dedicated sources, rather than the state's General Fund. For the past several years the program has been funded from bonds. When these bond funds run out, the program will have to be funded from the General Fund, unless some other new dedicated funding source is established.
224. SUPPORT legislation dealing with the Delta, including levees and levee programs, level and type of flood protection, beneficiary-pays programs, flood insurance, liability and other levee/land use issues.
225. SUPPORT legislation/regulation requiring Reclamation Districts to develop, publish, and maintain hazard emergency plans for their districts. *Emergency response plans are critical to emergency management, particularly in an area or situation like the Delta where a levee break could trigger other emergencies. This legislation/regulation should also include the requirement for plan review and annual distribution of the plan to the residents of the district, County Office of Emergency Services and other government agencies that have emergency response interests within the district.*
226. SUPPORT legislation to amend California Water Code Section 85057.5 to bring the Delta Stewardship Council's "covered actions" land-use review process into consistency with CEQA. This section of state code defines a "covered action," which refers to local permit decisions that are subject to potential revocation by the Council, as adopted in the Council's Delta Plan. The proposed process works as follows: (1) if a local permit application meets the definition of a "covered action," the jurisdiction must evaluate it for consistency with all of the policies in the Council's Delta Plan. (2) If the jurisdiction finds the project is consistent with the Delta Plan, they notify the Council of this finding. (3) Anyone who objects to the project may appeal the consistency finding, and it will be up to the Council to make the final decision. Should the Council decide against the local jurisdiction, there is no appeal process available to the jurisdiction or project applicant other than legal action.

*"Covered actions" are defined in Section 85057.5 of the California Water Code. It defines them as plans, projects or programs as defined by CEQA, and then goes on to grant several exemptions to certain types of projects. It does not, however, provide exemptions for all the project types that CEQA itself exempts. CEQA provides a lengthy list of categorical exemptions for plans, projects and programs that generally do not have significant environmental impacts, and projects that have compelling reasons to move forward quickly (such as public safety projects). The entire list of categorical exemptions from CEQA also should be exempt from the Delta Stewardship Council's "covered actions" process.*

## **Library**

- 227. SUPPORT State financial assistance in the operation of public libraries, including full funding of the Public Library Fund (PLF), and the California Research and Education Network (CalREN), an advanced network-services fabric serving the vast majority of research and education institutions in the state.
- 228. SUPPORT State bonds for public library construction. The 2000 library construction bond provided funding for two libraries in Contra Costa County. There is currently a need of approximately \$289,000,000 for public library construction, expansion and renovation in Contra Costa County.
- 229. SUPPORT continued funding for the California Library Literacy and English Acquisition Services Program, which provides matching funds for public library adult literacy programs that offer free, confidential, one-on-one basic literacy instruction to English-speaking adults who want to improve their reading, writing, and spelling skills.

## **Pipeline Safety**

- 230. SUPPORT legislation that contains specific mitigations or solutions for installation of Automatic Shutoff Valves for both High Consequence Areas (HCA) and for those that transverse Active Seismic Earthquake Faults for all intrastate petroleum pipelines. *State Fire Marshal Annual Inspections of all Intrastate Petroleum Pipelines do not contain the specific mitigations or solutions for installation of Automatic Shutoff Valves for both High Consequence Areas (HCA) and for those that traverse Active Seismic Earthquake Faults that are mandated for Gas Pipelines under AB 2856. The County has several petroleum pipelines that should be classified under these categories and present the same explosive nature as gas pipelines do.*
- 231. SUPPORT legislation that contains specific language for protection of all seasonal and all year creeks and all State Waterways where petroleum pipelines are present. *New and replacement pipelines near environmentally and ecologically sensitive areas should use the best available technology including, but not limited to, the installation of leak detection technology, automatic shutoff systems or remote controlled sectionalized block valves, or any combination of these technologies to reduce the amount of oil released in an oil spill to protect state waters and wildlife.*

## **Telecommunications and Broadband**

- 232. SUPPORT clean-up legislation on AB 2987 that provides for local emergency notifications similar to provisions in cable franchises for the last 20 years. *Currently our franchises require the cable systems to carry emergency messages in the event of local emergencies. With the occurrence of several local refinery incidents, this service is critical for Contra Costa. Under federal law, Emergency Alert System requirements leave broad discretion to*

*broadcasters to decide when and what information to broadcast, emergency management offices to communicate with the public in times of emergencies.*

233. SUPPORT preservation of local government ownership and control of the local public rights-of-way. *Currently, local government has authority over the time, place, and manner in which infrastructure is placed in their rights-of-way. The California Public Utilities Commission is considering rulemaking that would give them jurisdiction to decide issues between local government and telecommunication providers.*
234. SUPPORT the expansion of broadband (high speed internet service) to drive economic development and job opportunities, support county service delivery, and improve health, education and public safety outcomes for residents. For communities to realize these full benefits of broadband it must be capable of supporting current technology.

Access and adoption are both necessary elements that should be supported in state and federal legislative or regulatory proposals. This entails the following:

- Establishing and maintaining reliable broadband in unserved or underserved communities;
- Promoting the knowledge, skills and behaviors that comprise digital literacy;
- Making broadband affordable for all households;
- Maximizing funding for infrastructure; and
- Reducing infrastructure deployment barriers.

## **Transportation**

235. SUPPORT increased flexibility in the use of transportation funds.
236. SUPPORT regional coordination that provides for local input in addressing transportation needs. *Coordinated planning and delivery of public transit, paratransit, non-profit/community-based transit, and rail services will help ensure the best possible service delivery to the public. Regional coordination will be essential to complete planning and development of important regional transportation projects that benefit the state and local road system such as TriLink (State Route 239), improvements to Vasco Road, completion of remaining segments of the Bay Trail, improvements to the Delta DeAnza Regional Trail, and the proposed California Delta and Marsh Creek Trails. There may be interest in seeking enhanced local input requirements for developing the Sustainable Communities Strategy for the Bay Area mandated by SB 375 for greenhouse gas reduction. It is important that the regional coordination efforts are based on input gathered from the local level, to ensure the regional approach does not negatively impact local communities. "Top-down" regional or state planning efforts would be inconsistent with this goal. Consistent with that position, relief from the requirements imposed on the County by the state relative to the Iron Horse corridor would foster coordination along this multi-jurisdictional corridor.*

237. SUPPORT efforts to improve safety throughout the transportation system. *The County supports new and expanded projects and programs to improve safety for bicyclists, pedestrians and wheelchair users, as well as projects to improve safety on high-accident transportation facilities such as Vasco Road. Data on transportation safety would be improved by including global positioning system (GPS) location data for every reported accident to assist in safety analysis and planning. The County also supports the expansion of school safety improvement programs such as **stable/dedicated funding for** crossing guards, revised school zone references in the vehicle code, Safe Routes to Schools (SR2S) grants, **statutory authorization of an automated safety enforcement (speed cameras) pilot program**, efforts to improve the safety, expansion and security of freight transportation system including public and private maritime ports, airports, rail yards, railroad lines, rail bridges and sidings. The County also supports limits or elimination of public liability for installing traffic-calming devices on residential neighborhood streets.*
238. SUPPORT funding or incentives for the use of environmentally-friendly resources in transportation construction projects. *The County seeks and supports grant programs, tax credits for manufacturers, state purchasing programs, and other incentives for local jurisdictions to use renewable and environmentally friendly materials such as pervious concrete, cool pavements, rubberized asphalt (made from recycled tires) that the County has used as paving material on San Pablo Dam Road and Pacheco Boulevard, and other emerging technologies/materials.*
239. SUPPORT streamlining the delivery of transportation safety projects. *The length of time and amount of paperwork should be reduced to bring a transportation safety project more quickly through the planning, engineering and design, environmental review, funding application, and construction phases, such as for Vasco Road. This could include streamlining the environmental review process and also streamlining all state permitting requirements that pertain to transportation projects. Realistic deadlines for use of federal transportation funds would help local jurisdictions deliver complex projects without running afoul of federal time limits which are unrealistically tight for complex projects.*
240. SUPPORT efforts to coordinate development of state-funded or regulated facilities such as courts, schools, jails, roads and state offices with local planning. *The County supports preserving the authority of Public Works over County roads by way of ensuring the Board of Supervisors' control over County roads as established in the Streets & Highways Code (Ch2 §940) is not undermined. This includes strongly opposing any action by a non-local entity that would ultimately dilute current Board of Supervisors discretion relative to road design and land use. **In addition to being coordinated with local planning, there are well documented conflicts between state school development policies and state policies related to greenhouse gas reduction, safe routes to school, complete streets, and "Health In All Policies."** The County supports administrative and legislative efforts to resolve these conflicts.*
241. SUPPORT efforts to coordinate planning between school districts, the state, and local jurisdictions for the purposes of: (1) locating and planning new schools, (2) funding programs that foster collaboration and joint use of facilities, and (3) financing off-site

transportation improvements for improved access to existing schools. *The County will urge the California Department of Education's current Title 5 update effort to include removing the current conflict between current school siting policies and sustainable communities. Related to this effort, the County supports reform of school siting practices by way of legislative changes related to any new statewide school construction bond authorization. The County takes the position that reform components should include bringing school siting practices and school zone references in the vehicle code into alignment with local growth management policies, safe routes to school best practices, State SB 375 principles, and the State Strategic Growth Council's "Health in All Policies Initiative."*

242. SUPPORT regional aviation transportation planning efforts for coordinated aviation network planning to improve service delivery. Regional aviation coordination could also improve the surrounding surface transportation system by providing expanded local options for people and goods movement.
243. SUPPORT efforts to increase waterborne transport of goods and obtaining funds to support this effort. *The San Francisco to Stockton Ship Channel is a major transportation route for the region, providing water access to a large number of industries and the Ports of Sacramento and Stockton. A project is underway to deepen the channel, providing additional capacity to accommodate increasing commerce needs of the Ports and providing better operational flexibility for the other industries. Increased goods movement via waterways has clear benefits to congestion management on highways and railroads (with resultant air quality benefits).*
244. SUPPORT legislative and administrative measures to enhance rail safety, increase state oversight of railroad bridges, provide funding for the training of first responders, and implement regulations that increase tank car safety standards for cars transporting crude oil and other hazardous materials, and regulations that require railroads to share data with state emergency managers and local responders.
245. SUPPORT funding increases for active transportation projects and planning. *Funding is needed for improved pedestrian infrastructure and enhancements and expansion of: trails, on-street bike facilities (Class II and III), and separated facilities (Class I and Class IV [cycle track]). Funding is also needed for corridor and "bicycle superhighway" planning, trail access improvements, overcrossings, intersection improvements, Class I - IV inter-connectivity projects (gap closures), wayfinding/signage projects, and facilities/designs identified in emerging best practices.*
246. OPPOSE efforts to condition or link the distribution of transportation funds to a jurisdiction's production of housing relative to RHNA (Regional Housing Needs Allocation).
247. SUPPORT administrative or legislative mechanisms that facilitate coordination between transportation agencies and utilities relative to expediting construction projects. *Without willing and proactive coordination, transportation projects are subject to delays and substantially increased costs. These costs are borne by the taxpayers.*



## **Veterans**

248. SUPPORT legislation and budget actions that will continue the state's annual local assistance for County Veterans Service Offices at a minimum of the \$5.6 million level. The eventual goal is to fully fund CVSOs by appropriating the full \$11 million in local assistance funding as reflected in Military and Veterans Code Section 972.1(d). *County Veterans Service Offices (CVSOs) play a vital role in the local veteran community, not only within the Veterans Affairs claims process, but in other aspects as well. This includes providing information about all veterans' benefits (Federal, State and local), as well as providing claims assistance for all veteran-related benefits, referring veterans to ancillary community resources, providing hands-on development and case management services for claims and appeals and transporting local veterans to VA facilities.*
249. SUPPORT legislation and budget actions that will provide veterans organizations with resources to make necessary repairs to, or replacement of, their meeting halls and facilities. *Across California, the meeting halls and posts of Veterans Service Organizations such as the American Legion and Veterans of Foreign Wars serve as unofficial community centers. Many of these facilities are not compliant with Americans with Disabilities Act accessibility standards, are not earthquake retrofitted, or have deteriorated in recent years due to declining membership and reduced rental revenues as a result of the economic downturn. The County will support legislation that would create a competitive grant program for veterans' organizations, classified by the IRS as 501c19 non-profit organizations and comprised primarily of past or present members of the United States Armed Forces and their family members, to use for repairs and improvements to their existing facilities.*
250. SUPPORT legislation that will improve the timeliness and quality of both VA benefits claim decisions and VA healthcare services. Specifically, legislation that works toward improving on the expedited processing of claims, providing VA healthcare, and administering of benefits to populations with unique needs, such as homeless Veterans, Women Veterans, and Veterans experiencing service related Posttraumatic Stress Disorder or service related Traumatic Brain Injury.

## **Waste Management**

251. SUPPORT legislation that establishes producer responsibility for management at the end of their useful life of products, including pharmaceuticals, batteries, sharps and veterinary medicine.
252. SUPPORT efforts to increase the development of markets for recycled materials.
253. SUPPORT legislative and regulatory efforts to allow third parties, under specific circumstances and conditions, to collect and transport household hazardous waste to collection facilities.

254. SUPPORT legislation that seeks to remedy the environmental degradation and solid waste management problems on a State-wide basis of polystyrene containers and single-use plastic bags typically given away for free at grocery, retail and other establishments.
255. SUPPORT legislation that does not require increased diversion from landfills without an adequate funding mechanism.
256. SUPPORT legislation that would make changes to the used tire redemption program. *Instead of collecting a disposal fee from the consumer when new tires are purchased, a disposal fee would be collected at the wholesale level and redeemed by the disposal site when the used tires are brought to the site. The party bringing the tires to the disposal site would also receive a portion of the fee.*
257. SUPPORT legislation that relieves counties with privately-operated landfills from the state requirement for maintaining a 15-year supply of disposal capacity for waste generated within each county. *In 1989, Contra Costa County amended its general plan to accommodate construction of Keller Canyon Landfill. Due to the difficulty in siting landfills and the requirements of Public Resources Code 47100 – Countywide Siting Element, the County maintained authority to control the amount of waste disposed at this facility from outside the county. Despite Contra Costa County’s opposition, AB 845 became law on January 1, 2013 and prohibits any jurisdiction from regulating the amount of waste disposed at a privately-operated landfill based on its place of origin.*
- Because local jurisdictions can no longer control importation of waste to privately-operated landfills, a host County that receives a significant amount of waste from outside the county will have a greater need to undertake the difficult task of identifying new disposal capacity pursuant to the Countywide Siting Element requirement. Since the state believes there is no need for local jurisdictions to regulate disposal of solid waste by place of origin, the state should remove existing statutes that require each County with privately-operated landfills to identify sufficient disposal capacity for the waste generated by the jurisdictions within that County.*
258. SUPPORT legislation that can reduce the amount of harmful pharmaceuticals (including veterinary medicine) that ultimately enter waste water treatment facilities, bodies of water, and landfills.
259. SUPPORT legislative and regulatory efforts to restrict payments from the Beverage Container Recycling Program Fund for redemption of beverage containers sold out of state. *Fraudulent redemption of these beverage containers is costing the Fund from \$40 million to \$200 million annually. This fraud combined with loans to the General Fund to reduce the State budget deficit has significantly reduced the availability of funds for increasing recycling as intended under the law.*
260. SUPPORT legislative and regulatory efforts that correct the imbalance between the County’s regulatory authority to control the collection and disposal of solid waste generated within the unincorporated areas and our exposure to state penalties for failing to

meet state mandates for diverting solid waste generated within these areas as a result of Appellate Court decisions. *In litigation where the County sought to protect its solid waste franchise authority for unincorporated areas the court awarded franchise authority to the Rodeo Sanitary District and Mountain View Sanitary District while the County remains exposed to state penalties for failing to meet state mandates for reducing disposal of solid waste generated in these areas.*

### **Workforce Development**

261. SUPPORT legislative and regulatory efforts that make the necessary changes to existing law for the implementation of the federal Workforce Innovation and Opportunity Act (WIOA) in California. *The County supports legislation that would include provisions that state that the Local Plan developed by local workforce boards should be the basis of all workforce planning in the local areas and all workforce-related state grants. Additionally, the County supports provisions that ensure that staffing costs and support services should be included in the training expenditure requirement. Finally, the County supports provisions that require all programs listed in the Workforce Innovation & Opportunity Act (WIOA) work together to ensure that data is collected and reported across all programs, utilizing the state's base-wage file system to ease local reporting burdens.*
262. SUPPORT efforts to include marginally attached workers, including discouraged workers, and involuntary part-time workers more formally in the California Workforce Investment Act. *(Marginally attached workers are persons not in the labor force who want and are available for work, and who have looked for a job sometime in the prior 12 months (or since the end of their last job if they held one within the past 12 months), but were not counted as unemployed because they had not searched for work in the 4 weeks preceding the survey. Discouraged workers are a subset of the marginally attached.)*





**Contra  
Costa  
County**

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: January 23, 2018

Subject: Hearing on Non-Franchise Solid Waste Collection and Transport Permit Program Fee and Adoption of Performance Bond Requirements

**RECOMMENDATION(S):**

1. OPEN a public hearing on the proposed addition of a non-franchise solid waste collection and transport permit fee to the schedule of fees for the Environmental Health Division; RECEIVE oral and written testimony regarding the proposed new permit fee; and CLOSE the hearing.
2. FIND that the adoption of a resolution establishing a new fee to fund the non-franchise solid waste collection and transport permit program is exempt from the California Environmental Quality Act (CEQA) under Section 15273 of Title 14 of the California Code of Regulations.
3. FIND that the adoption of a resolution establishing requirements for a performance bond to be filed by non-franchise solid waste collection and transport program permittees is exempt from review under CEQA under Section 15061 of Title 14 of the California Code of Regulations.
4. ADOPT Resolution No. 2018/31, adding a non-franchise solid waste collection and transport permit fee to the schedule of fees for the Environmental Health Division
5. ADOPT Resolution No. 2018/41, establishing the amount of \$20,000 and other requirements for a performance bond to be filed under Section 418-2.018, subdivision (a), of the County Ordinance Code.
- 6.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☒ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Marilyn Underwood  
(925) 692-2521

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Environmental Health Director, IOC Staff, CAO, DVD Solid Waste Manager, EH Staff

### RECOMMENDATION(S): (CONT'D)

DIRECT the Conservation and Development Director or his designee to prepare a Notice of Exemption as to the adoption of Resolutions 2018/31 and 2018/41 and adoption of County Ordinance No. 2017-16, and DIRECT the Health Services Director or his designee to file the Notice of Exemption with, and arrange for payment of the \$50 fee to, the County Clerk.

### FISCAL IMPACT:

Adoption of Resolution No. 2018/31 will create source of revenue to fund the new non-franchise solid waste collection and transport program. No impact to the General Fund is anticipated if sufficient revenues are derived from the fee. Staff does not project a fiscal impact from the adoption of Resolution No. 2018/41.

### BACKGROUND:

#### **1. Fee**

The provisions of the non-franchise solid waste hauler ordinance (No. 2017-16, Solid Waste Collection and Transportation) requires an annual health permit issued by the Environmental Health Division of the Contra Costa County Health Services Department. The Environmental Health Division is an agency that is largely fee-funded and where the cost of regulatory oversight is paid for by health permit fees. Consistent with this longstanding practice, the non-franchise solid waste collection and transport permit would have an associated fee intended to fund a new non-franchise solid waste hauler program. Activities required of this new program include, but are not limited to, permit application review, initial vehicle inspection, and permit issuance.

Since this is a new program an estimate of the staff time and resources required is necessary in order to establish a fee to implement this program. As the program matures and data is collected through the Environmental Health Division's data management system, which tracks staff time in significant detail, the fee can be adjusted by a future Board of Supervisors resolution to reflect the program-specific expenditure of resources.

Environmental Health recommends the inaugural fee for a non-franchise solid waste collection and transportation permit be based on slightly more than one hour of staff time (1.26 hours), which at the Board of Supervisors adopted hourly rate of \$174.00 per hour (Resolution No. 2014/26), would result in a \$220.00 annual permit fee per vehicle owned or operated by the permittee. The calculation for the proposed fee is as follows:

1.26 hours staff time x \$174.00 = \$220.00 annual permit fee (rounded)

This per vehicle permit fee would provide for approximately 0.8 hours of staff time associated with each initial vehicle inspection, re-inspection (if necessary), and permit decal issuance of all the permittee's non-franchise solid waste hauler vehicles. The remaining 0.46 hours of staff time would be devoted to application review and permit processing. It should be noted that the Environmental Health hourly rate incorporates both the direct cost of an employee conducting work as well as other indirect costs related to Environmental Health administration. Thus, a per vehicle permit fee based on the Environmental Health hourly rate is projected to cover the costs of staff time as well as overall program administration.

In addition, each permit application would be accompanied by an application fee of \$39.00. This fee is equal to the current Environmental Health Division application fee previously adopted by the Board of Supervisors (Resolution No. 2014/381) and intended to cover the costs associated with administrative duties related to clerical application review and processing.

Together, these fees mirror the fees previously adopted by the Board of Supervisors for the Environmental Health Division's current portable toilet pumper vehicle permit, and provide a good proxy for the time commitment expected for a non-franchise solid waste collection and transport permit.

All field surveillance of unpermitted non-franchise solid waste haulers will be conducted on a complaint basis. Any enforcement activities and expenses incurred as part of the complaint abatement process will be addressed pursuant to Contra Costa County Ordinance Code, Chapter 14-12 (Administrative Penalty System), mirroring

existing policies and procedures implemented for other programs.

## **2. Performance Bond**

Section 418-2.018, subdivision (a), of the County Ordinance Code requires a permittee under the non-franchise solid waste hauler program to file and maintain a performance bond in an amount and type specified by the Board by resolution. The Board's Internal Operations Committee recommended the bond amount be set at \$20,000. Resolution No. 2018/41 establishes that the performance bond will be a license and permit bond in favor of the County in the amount of \$20,000 in addition to other requirements, and includes a bond form that may be used to issue bonds for this program.

## **3. CEQA**

Section 15273(a)(1) of Title 14 of the California Code of Regulations states that CEQA does not apply to the establishment or approval of rates, tolls, fares, and other charges by public agencies which the public agency finds for the purpose of meeting operating expenses. The Environmental Health Division is a public agency that is largely fee-funded and where operating expenses are paid for by health permit fees. Therefore, the purpose of a non-franchise solid waste collection and transport permit fee qualifies under this exemption as an operating expense incurred by the Environmental Health Division.

Section 15061(b)(3) of Title 14 of the California Code of Regulations only applies to projects with the potential to cause a significant impact on the environment. Setting a performance bond amount and type will not cause a significant impact on the environment, and is therefore exempt from CEQA requirements.

The Board previously found that the adoption of Ordinance 2017-16 (Solid Waste Collection and Transportation) to be exempt from CEQA requirements. In addition, the Notice of Exemption filed by the Department of Conservation and Development will apply to Ordinance 2017-16, the proposed non-franchise solid waste collection and transport permit, and performance bond.

### **CONSEQUENCE OF NEGATIVE ACTION:**

If a fee is not approved, another source of revenue will be needed to fund the new program. If the bond type and amount are not established, permittees will be unable to comply with the requirement to file a bond.

### **ATTACHMENTS**

Resolution No. 2018/31: CC Environmental Health Fees

Attachment A to Resolution No. 2018/31: CC Environmental Health Fee Schedule

Resolution No. 2018/41 Non-Franchise Solid Waste Hauler Performance Bond Requirement

Exhibit A to Resolution No. 2018/41: Non-Franchise Solid Waste Hauler Bond

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 01/23/2018 by the following vote:

**AYE:** ☐  
**NO:** ☐  
**ABSENT:** ☐  
**ABSTAIN:** ☐  
**RECUSE:** ☐



**Resolution No. 2018/31**

**IN THE MATTER OF AMENDING THE SERVICE RATES AND FEES FOR THE ENVIRONMENTAL HEALTH DIVISION OF CONTRA COSTA HEALTH SERVICES**

WHEREAS, service rates and fees for the Environmental Health Division of the Health Services Department were last set by the Board in Resolution No. 2014/381; and

WHEREAS, the Health Services Department has submitted a recommendation to amend the schedule of service rates and fees for the Environmental Health Division by adding a permit fee to fund regulatory activities associated with a new non-franchise solid waste hauler program, as set forth in Attachment A to this resolution; and

WHEREAS, this recommendation was considered by the Board in a noticed public hearing on this day;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The schedule of service rates and fees for the Environmental Health Division set forth in Attachment A to this resolution is hereby established, effective upon adoption.
2. Resolution No. 2014/381 is superseded in its entirety.
3. Solid waste program fees set forth in Resolution No. 2007/509 shall remain in full force and effect.

**ATTACHMENTS:** Attachment A (Fee Schedule)

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**Contact: Marilyn Underwood (925)  
692-2521**

**ATTESTED: January 23, 2018**  
\_\_\_\_\_, County Administrator and Clerk of the Board of Supervisors

By: \_\_\_\_\_, Deputy

**cc:** Environmental Health Director, IOC Staff, CAO, DVD Solid Waste Manager, EH Staff

ATTACHMENT “A” TO RESOLUTION NO. 2018/31

CONTRA COSTA COUNTY HEALTH SERVICES DEPARTMENT  
ENVIRONMENTAL HEALTH DIVISION

	Current Rate	Recommended Rate
<b><u>General Program Section – Service Fees &amp; Penalties</u></b>		
Application Fee (Non-refundable)	\$ 39.00	No Change
Violation Re-Inspection Fee	\$ 174.00 /Hour	No Change
Change of Ownership/Site Evaluation	\$ 213.00	No Change
<b><u>Special Service Fees at Hourly Rate with Minimum</u></b>		
One-Hour Charge	\$ 174.00 Minimum	No Change
Applicable to:		
Variance Requests		
Administrative Hearings		
Field and Office Consultations		
Non-Routine Site Evaluations		
Non-Routine Field Inspections (and/or) Re-Inspections		
Two-Hour Charge	\$ 348.00 Minimum	No Change
Applicable to:		
Health Officer Appeal Hearing		

**IMPORTANT:** Permit fees include a non-refundable \$39.00 application fee. Time exceeding the hours provided in the service fees set below or provided for services not listed will be charged at the rate of \$174.00 per hour during normal business hours and the rate of \$224.00 per hour after normal business hours.

**Food Program**

Per US Food & Drug Administration, Environmental Health Department is adopting Risk Categorization (RC) of Food Establishments:

Risk Factor RC1: Limited Food Prep/ Prepackaged Food- requires 1 inspection per year.

Risk Factor RC2: Food Prep involves cooking -requires 2 inspections per year.

Risk Factor RC3: Food prep involves cooking, cooling, and reheating - requires 3 inspections per year.

				Current Fees	Recommended Fees
	Category	Units	Capacity		
Restaurants	RC1	Seats	0 – 25	\$ 698.00	No Change
	RC2			\$ 1,039.00	No Change
	RC3			\$ 1,474.00	No Change
Restaurants	RC1	Seats	26-49	\$ 738.00	No Change
	RC2			\$ 1,100.00	No Change
	RC3			\$ 1,545.00	No Change
Restaurants	RC1	Seats	50-149	\$ 1,044.00	No Change
	RC2			\$ 1,150.00	No Change
	RC3			\$ 1,648.00	No Change
Restaurants	RC2	Seats	150 +	\$ 1,086.00	No Change
	RC3			\$ 1,813.00	No Change
Tavern / Cocktail Lounge Bar				\$ 773.00	No Change
Snack Bar	RC1			\$ 640.00	No Change
	RC2			\$ 849.00	No Change
Registered Exempt Retail Food Market				No Fee	No Change
Incidental Retail Food Markets				\$ 435.00	No Change
Retail Food Markets	RC1	Square Foot	< 2,000	\$ 693.00	No Change
Retail Food Markets	RC2	Square Foot	< 2,000	\$ 899.00	No Change
Retail Food Markets	RC1	Square Foot	2,001-4,000	\$ 780.00	No Change
Retail Food Markets	RC2	Square Foot	2,001-4,000	\$ 1,049.00	No Change
Retail Food Markets	RC1	Square Foot	4,001-6,000	\$ 851.00	No Change

<u>Category</u>	<u>Units</u>	<u>Capacity</u>	<u>Current Fees</u>	<u>Recommended Fees</u>
Retail Food Markets RC2	Square Foot	4,001-6,000	\$ 1,201.00	No Change
Retail Food Markets RC1	Square Foot	> 6,000	\$ 961.00	No Change
Retail Food Markets RC2	Square Foot	> 6,000	\$ 1,250.00	No Change
Bakery RC1	Square Foot	< 2,000	\$ 569.00	No Change
Bakery RC2	Square Foot		\$ 957.00	No Change
Bakery RC1	Square Foot	2,001-4,000	\$ 655.00	No Change
Bakery RC2	Square Foot		\$ 1,044.00	No Change
Bakery RC1	Square Foot	4,001-6,000	\$ 926.00	No Change
Bakery RC2	Square Foot		\$ 1,131.00	No Change
Bakery RC1	Square Foot	> 6,000	\$ 1,053.00	No Change
Bakery RC2			\$ 1,218.00	No Change
Production Kitchen (Fee Exempt)			No Fee	No Change
Production Kitchen (supports no mobile food facility)			\$ 920.00	No Change
Add'l. Permit for Production Kitchen Restaurant/Caterer (supports no mobile food facility)			\$ 174.00	No Change
Catering RC2			\$ 920.00	No Change
Catering RC3			\$ 992.00	No Change
Commissary- supports at least one mobile food facility (MFF)			\$ 698.00	No Change
Add'l Permit for MFF Commissary (Restaurant)			\$ 174.00	No Change
MFF Commissary- (Fee Exempt)			No Fee	No Fee
Limited Use Mobile Food Facility (Vehicle/Carts) (Hot Dog, Espresso, Produce)			\$ 454.00	No Change
Mobile Support Unit/Auxiliary Conveyance			\$ 96.00	No Change
Mobile Food Facility (Full Prep Vehicles)			\$ 637.00	No Change
Mobile Food Facility (Fee Exempt)			No Fee	No Fee
Seasonal Ice Cream Truck			\$ 454.00	No Change
Push Carts	1-4		\$ 160.00 each	No Change
Push Carts	5-10		\$ 131.00 each	No Change
Push Carts >10			\$ 120.00 each	No Change
Push Carts (Fee Exempt)			No Fee	No Fee
Temp Events		1-2 Booths	\$ 171.00/Booth	No Change
		3-7 Booths	\$ 124.00/Booth	No Change
		8+	\$ 110.00/Booth	No Change
Temp Event Applications not submitted two weeks prior to event			\$ 150.00	No Change
Failure to obtain Temp Event permit prior to community event			\$ 233.00	No Change
Seasonal Permit – Up to 3 months			\$ 498.00	No Change
Swap Meet/Flea Market Pre-pkgd Food Stand	Square Foot	<20,000 sq ft	\$ 1,500.00	No Change
Swap Meet/Flea Market Pre-pkgd Food Stand	Square Feet	>20,000 sq ft	\$ 3,001.00	No Change
Certified Farmers' Food Markets RC2	Booths	1 – 25	\$ 522.00	No Change
Certified Farmers' Food Markets RC2	Booths	26 – 45	\$ 696.00	No Change
Certified Farmers' Food Markets RC2	Booths	46 +	\$ 870.00	No Change
Non- Ag Food Vendor Booths	1 – 5	CFM Fee +	\$ 418.00	No Change

<u>Category</u>	<u>Unit</u>	<u>Capacity</u>	<u>Current Fees</u>	<u>Recommended Fees</u>
Non- Ag Food Vendor Booths	6-10	CFM Fee +	\$ 525.00	No Change
Non- Ag Food Vendor Booths	11+	CFM Fee +	\$ 734.00	No Change
Farm Stands			\$ 435.00	No Change
Food Demonstrator			\$ 371.00	No Change
School Cafeteria			\$ 783.00	No Change
School Satellite			\$ 261.00	No Change
Ice Plant	Square Foot		\$ 243.00	No Change
Vending Machines	Machines	1 – 4	\$ 218.00	No Change
Each Machine	Machines	Over 4	\$ 32.00	No Change
Wiping Rags Business			\$ 315.00	No Change
Skilled Nursing Facility RC2	0-50	Beds	\$ 1,147.00	No Change
Skilled Nursing Facility RC2	51-100	Beds	\$ 1,434.00	No Change
Skilled Nursing Facility RC2	101-200	Beds	\$ 1,720.00	No Change
Skilled Nursing Facility RC2	201-300	Beds	\$ 2,008.00	No Change
Skilled Nursing Facility RC2	300 +	Beds	\$ 2,295.00	No Change
General Acute Care Facility RC2	0-100	Beds	\$ 2,295.00	No Change
General Acute Care Facility RC2	101-200	Beds	\$ 2,581.00	No Change
General Acute Care Facility RC2	201 +	Beds	\$ 2,868.00	No Change
General Acute Care Facility RC2	0–100 + 0-50	Beds + Seats	\$ 3,155.00	No Change
General Acute Care Facility RC2	0–100 + 51-149	Beds + Seats	\$ 3,441.00	No Change
General Acute Care Facility RC2	0 – 100 + 150	Beds + Seats	\$ 3,728.00	No Change
General Acute Care Facility RC2	101– 200 + 0–50	Beds + Seats	\$ 4,015.00	No Change
General Acute Care Facility RC2	101-200 + 51-149	Beds + Seats	\$ 4,060.00	No Change
General Acute Care Facility RC2	101 – 200 + 150	Beds + Seats	\$ 4,588.00	No Change
General Acute Care Facility RC2	>201 + 0 – 50	Beds + Seats	\$ 4,875.00	No Change
General Acute Care Facility RC2	>201 + 51 – 149	Beds + Seats	\$ 5,162.00	No Change
General Acute Care Facility RC2	>201 + 150	Beds + Seats	\$ 5,448.00	No Change
General Acute Care Facility RC2	1-20	Food Stations	\$ 440.00	No Change

#### Cottage Food Operation – CFO

Class A Application Packet Review (2.5 Hrs.)	\$ 400.00	No Change
Class B Application Packet Review & Inspection (up to 4 Hrs.)	\$ 679.00	No Change
Renewal of Class A Registration	\$ 95.00	No Change
Renewal of Class B Permit	\$ 304.00	No Change

#### Housing

Jails	\$ 621.00	No Change
Court Holding	\$ 527.00	No Change
Detention Facilities	\$ 1,402.00	No Change

#### Recreational Health

Recreational Water Park	One System	\$ 1,263.00	No Change
Each Additional System		\$ 631.00	No Change
Pool – Apartment, Motel, Hotel	Multi-Use	\$ 730.00	No Change
Each Additional Pool		\$ 261.00	No Change
Spa – Apartment, Motel, Hotel	Multi-Use	\$ 631.00	No Change
Each Additional Spa		\$ 261.00	No Change



<u>Category</u>	<u>Units</u>	<u>Capacity</u>	<u>Current Fees</u>	<u>Recommended Fees</u>
Public School/Municipal/Public Pools			\$ 730.00	No Change
Additional Pool			\$ 261.00	No Change
Public School/Municipal/Public Spas			\$ 631.00	No Change
Additional Spa			\$ 261.00	No Change
Splash/Spray Park			\$ 730.00	No Change
Additional Splash Spray			\$ 261.00	No Change
Non-Profit: Pools/Spa			No Fee	No Fee
Public Beach	One System		\$ 1,263.00	No Change

#### **Plan Review for Retail Food Facilities and Recreational Health Facilities**

**Each additional hour beyond the time the fee is based upon is at the hourly rate of \$174.00.**

PR-Restaurants (up to 11 hours)	Seats	0-25	\$ 1,914.00	No Change
PR-Restaurants (up to 12 hours)	Seats	26-49	\$ 2,088.00	No Change
PR-Restaurants (up to 15 hours)	Seats	50-149	\$ 2,610.00	No Change
PR-Restaurants (up to 17 hours)	Seats	150 +	\$ 2,958.00	No Change
PR-Tavern / Cocktail Lounge Bar (up to 11 hours)			\$ 1,914.00	No Change
PR-Snack Bar (up to 11 hours)			\$ 1,914.00	No Change
PR-Incidental Retail Food Markets (up to 7 hours)			\$ 1,218.00	No Change
PR-Retail Food Markets (up to 10 hours)	Square Foot	< 2,000	\$ 1,740.00	No Change
PR-Retail Food Markets (up to 13 hours)	Square Foot	2,000-4,000	\$ 2,262.00	No Change
PR-Retail Food Markets (up to 16 hours)	Square Foot	> 4,000	\$ 2,784.00	No Change
PR-Bakery (up to 12 hours)	Square Foot	Up to 4,000	\$ 2,088.00	No Change
PR-Bakery (up to 14 hours)	Square Foot	> 4,000	\$ 2,436.00	No Change
PR-Catering/Production Kitchen (up to 13 hours)			\$ 2,262.00	No Change
PR-School (up to 10 hours)			\$ 1,740.00	No Change
PR- Commissary-mobile food facility (MFF) (up to 12 hours)			\$ 2,088.00	No Change
PR-Carts Commissary (up to 7 hours)			\$ 1,218.00	No Change
PR-Minor Food Facility Remodel (up to 6 hours)			\$ 1,044.00	No Change
PR- Single Equipment Change (up to 2 hours)			\$ 348.00	No Change
PR- Two Equipment Change (up to 3 hours)			\$ 522.00	No Change
PR- Three Equipment Change (up to 4 hours)			\$ 696.00	No Change
PR- Pool (up to 14 hours)			\$ 2,436.00	No Change
PR- Spa (up to 11 hours)			\$ 1,914.00	No Change
PR-Pool + 1 (up to 21 hours)			\$ 3,654.00	No Change
PR-Pool + 2 (up to 34 hours)			\$ 5,916.00	No Change
PR-Minor Pool/Spa Remodel (up to 6 hours)			\$ 1,044.00	No Change
PR-Replastering or Replacement of Tile/Coping, Handrail, Ladder or Steps (Up to 3 hours)			\$ 522.00	No Change
PR-Deck or Fence Replacement (up to 3 hours)			\$ 522.00	No Change



Small Water System Permits

Category	Units	Capacity	Current Fees	Recommended Fees
Public Water System-Annual Permit				
Non-Community, surface water system			\$ 1,392.00	No Change
Non-Community, non-transient surface water system			\$ 1,392.00	No Change
Non-Community, transient			\$ 510.00	No Change
Non-Community, non-transient groundwater			\$ 1,215.00	No Change
Non-Community, non-transient groundwater with treatment			\$ 1,392.00	No Change
Community ground water system		15-24 connect.	\$ 1,392.00	No Change
Community ground water system with treatment		15-24 connect.	\$ 1,392.00	No Change
Community ground water system		25-99 connect.	\$ 1,392.00	No Change
Community ground water system with treatment		25-99 connect.	\$ 1,392.00	No Change
Community surface water system		25-99 connect.	\$ 682.00	No Change
Community ground water system		100-199 connect.	\$ 1,740.00	No Change
Community ground water system with treatment		100-199 connect.	\$ 851.00	No Change
Community surface water system		100-199 connect.	\$ 851.00	No Change
Local small water system			\$ 348.00	No Change
State small water system			\$ 522.00	No Change
Non-Community ground water system with food preparation			\$ 510.00	No Change
Non-Community ground water system with treatment			\$ 870.00	No Change
Non-Community ground water system, prepackaged food only			No Fee	No Fee
Public Water System – Plans Review				
New Community water system			\$ 1,740.00	No Change
New Non-Community water system			\$ 1,740.00	No Change
Amended permit because of ownership change			\$ 1,218.00	No Change
Amended permit because of system change			\$ 2,610.00	No Change
Enforcement actions pertaining specifically to Small water systems			\$ 174.00/hour	No Change
Solid Waste				
Non-Franchise Solid Waste Collection and Transport Permit	Vehicle		No Fee	\$220.00

**Medical Waste**

<u>Category</u>	<u>Unit</u>	<u>Capacity</u>	<u>Current Fee</u>	<u>Recommended Fee</u>
Health Care Service Plan Facility			\$ 1,770.00	No Change
Medical/Dental/Veterinary Clinic		>200 lbs/month	\$ 922.00	No Change
Medical/Dental/Veterinary Clinic		<200 lbs/month	\$ 101.00	No Change
Med/Dental/Veterinary Clinic with on-site treatment systems		<200 lbs/month	\$ 245.00	No Change
Med/Dental/Veterinary Clinic with on-site treatment systems		>200 lbs/month	\$ 515.00	No Change
Additional fee for large quantity generators with on-site treatment			\$ 98.00	No Change
Primary Care Clinic			\$ 814.00	No Change
Intermediate Care Facility			\$ 507.00	No Change
Acute Psychiatric Care			\$ 469.00	No Change
Acute Care Hospital	Beds	251+	\$ 2,949.00	No Change
Acute Care Hospital	Beds	200-250	\$ 2,433.00	No Change
Acute Care Hospital	Beds	100-199	\$ 1,930.00	No Change
Acute Care Hospital	Beds	1-99	\$ 1,580.00	No Change
Skilled Nursing Facility		>200 lbs/month	\$ 886.00	No Change
Skilled Nursing Facility		<200 lbs/month	\$ 214.00	No Change
Skilled Nursing Facility with on-site treatment		<200 lbs/month	\$ 318.00	No Change
Specialty Clinic		>200 lbs/month	\$ 814.00	No Change
Clinical Lab		>200 lbs/month	\$ 1,216.00	No Change
Clinical Lab		<200 lbs/month	\$ 101.00	No Change
Clinical Lab with on-site treatment		<200 lbs/month	\$ 318.00	No Change
Bio-Med Producer		>200 lbs/month	\$ 1,171.00	No Change
Bio-Med Producer		<200 lbs/month	\$ 305.00	No Change
Bio-Med Producer with on-site treatment		<200 lbs/month	\$ 318.00	No Change
Bio-Med Producer with on-site treatment		>200 lbs/month	\$ 1,378.00	No Change
Common Storage Facility	Generators	50 +	\$ 886.00	No Change
Common Storage Facility	Generators	11-49	\$ 334.00	No Change
Common Storage Facility	Generators	2-10	\$ 318.00	No Change
Limited Quantity Hauling Exemption			\$ 118.00	No Change
Re-Inspection Fee			\$ 174.00/hour	No Change
Certification Application Fee			\$ 39.00	No Change

**Tattooing, Body Piercing and Permanent Cosmetics**

Facility – Tattoo/Body Piercing Permit		\$ 522.00	No Change
Facility – Permanent Cosmetics Permit		\$ 522.00	No Change
Body Arts Practitioner Registration/Permit		\$ 131.00	No Change
Body Arts Temporary Event Permit		\$ 213.00	No Change
Mobile Body Arts Permit		\$ 213.00	No Change
Body Arts Plan Review (4 hours)		\$ 696.00	No Change
Blood Borne Pathogen Trainer		\$ 193.00	No Change

**On-site Wastewater Treatment Systems**

**Preliminary Investigation**

Site Evaluation		\$ 609.00	No Change
Percolation test-contractor with staff review		\$ 870.00	No Change
Soil profile evaluation		\$ 696.00	No Change

<u>Category</u>	<u>Current Fee</u>	<u>Recommended Fee</u>
<u>Standard/Conventional Systems</u>		
Plan Review	\$ 609.00	No Change
Construction Permit (includes Plan Review)	\$ 2,009.00	No Change
Replacement Permit (includes Plan Review)	\$ 2,009.00	No Change
Additional Plan Review	\$ 174.00/hour	No Change
Re-Inspection/Cancellation/Rescheduling (without confirmed notice)	174.00/hour	No Change
<u>Alternative Systems</u>		
Plan Review	\$ 1,044.00	No Change
Construction Permit (includes Plan Review <sup>w</sup> )	\$ 2,926.00	No Change
Replacement Permit (includes Plan Review <sup>w</sup> )	\$ 2,926.00	No Change
Additional Plan Review	\$ 174.00/hour	No Change
Re-Inspection/Cancellation/Rescheduling	\$ 174.00/hour	No Change
Annual Operation Permit	\$ 392.00	No Change
<u>Related Septic System Activities</u>		
Building Plan Review – Building Additions/ <sup>R</sup> emodel	\$ 609.00	No Change
Septic Tank Abandonment Permit	\$ 609.00	No Change
Minor Repair Permit	\$ 570.00	No Change
Septic Tank Replacement	\$ 1,193.00	No Change
Septic System Repair/ <sup>A</sup> lteration Permit	\$ 1,117.00	No Change
General Building Plan Review	\$ 435.00	No Change
<u>Liquid Waste Transport</u>		
Sewage Pumper Company	\$ 675.00	No Change
Sewage Pumper Vehicle	\$ 200.00	No Change
Portable Toilet Pumper Vehicle	\$ 220.00	No Change
<u>Wells and Soil Borings</u>		
Soil Boring Permit (per parcel)	\$ 537.00 for one	No Change
	\$ 43.50 for each additional one up to 10	
Soil Boring Permit (per parcel)	\$ 972.00 for >10	No Change
Soil Vapor Probe Permit (per parcel)	\$ 537.00 for one;	
	\$ 43.50 for each additional one up to 10	
Soil Vapor Probe Permit (per parcel)	\$ 972.00 for >10	No Change
Geothermal Heat Exchange Well Permit	\$ 1,809.00	No Change
Cathodic Protection Well Permit	\$ 609.00	No Change
Dewatering Well Permit (per parcel)	\$ 617.00 up to 10 wells	No Change
Inclinometer Permit (per parcel)	\$ 532.00	No Change
CPT Permit (per parcel)	\$ 487.00 for one;	No Change
	\$ 43.50 for each additional on up to 10	

<u>Category</u>	<u>Current Fees</u>	<u>Recommended Fees</u>
CPT Permit (per parcel)	\$ 922.00 for >10	No Change
Monitoring Well Permit	\$ 609.00	No Change
Piezometer w/out Casing Permit (per parcel)	\$ 537.00 for one; \$ 43.50 for each additional one up to 10	No Change
Piezometer w/out Casing Permit (per parcel)	\$ 972.00 for >10	No Change
Piezometer with Casing Permit	\$ 553.00	No Change
Well Destruction Permit	\$ 587.00	No Change
Destruction of Well when done at same inspection of replacement well	No Fee	No Change
Domestic Well Construction Permit	\$ 1,209.00	No Change
Well Variance	\$ 321.00	No Change
Site Evaluation per Well	\$ 522.00	No Change
Irrigation/Ag Well Construction Permit	\$ 1,209.00	No Change
Well Flow Test	\$ 696.00	No Change
Annual Permit for Driller Conducting Shallow Hole Notification Only	\$ 1,392.00	No Change
Shallow Hole Notification (per parcel)	\$ 174.00	No Change
<b><u>Subdivisions – Land Uses Projects</u></b>		
Department of Conservation and Development (DCD) report reviewed for land use permits; rezoning; developmental plans; EIR Review; Lot Line adjustments; and DCD variance requests	\$ 174.00/hour	No Change
Environmental Health review of DCD Applications	\$ 52.00	No Change

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 01/23/2018 by the following vote:

**AYE:** ☐  
**NO:** ☐  
**ABSENT:** ☐  
**ABSTAIN:** ☐  
**RECUSE:** ☐



**Resolution No. 2018/41**

**IN THE MATTER OF ESTABLISHING PERFORMANCE BOND REQUIREMENTS UNDER CHAPTER 418-2 OF THE CONTRA COSTA COUNTY ORDINANCE CODE**

WHEREAS, Section 418-2.018, subdivision (a), of the Contra Costa County Ordinance Code requires a non-franchise solid waste collection and transport permittee to file and maintain a performance bond with the County in a type and amount set by the Board by resolution; and

WHEREAS, the Internal Operations Committee has recommended the bond amount be set at \$20,000 based on an Environmental Health Division staff report;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The performance bond will be a license and permit bond issued in the name of the permittee, as principal, in favor of Contra Costa County, in the minimum amount of \$20,000.
2. The bond will provide that the surety will become liable if the principal fails to comply with a provision of Chapter 418-2 of the Contra Costa County Ordinance Code or a condition of a permit issued to the principal thereunder.
3. The bond will be in substantially the form attached hereto as Exhibit A or other form consistent with this resolution and approved by the County Administrator.

**ATTACHMENTS:** Exhibit "A" – Non-Franchise Solid Waste Hauler Bond

**Contact:** Marilyn Underwood, 925-692-2521

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown. **ATTESTED: January 23, 2018**  
\_\_\_\_\_, County Administrator and Clerk of the Board of Supervisors

By: \_\_\_\_\_, Deputy

**cc: Environmental Health Director**

## NON-FRANCHISE SOLID WASTE HAULER BOND

BOND NUMBER \_\_\_\_\_

KNOW ALL PEOPLE BY THESE PRESENTS:

That \_\_\_\_\_, whose address for service is \_\_\_\_\_ (“Principal”), and \_\_\_\_\_, whose address for service is \_\_\_\_\_ (“Surety”) are held and firmly bound to the County of Contra Costa (“County”) in the sum of twenty thousand dollars (\$20,000), for which the payment we bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal is required by Section 418-2.018, subdivision (a) of the Contra Costa County Ordinance Code to file with County and maintain until expiration of a non-franchise solid waste collection and transport permit a performance bond of the type and in the amount set by the County Board of Supervisors (“Board”) by resolution, and

WHEREAS, Board Resolution No. 2018/41 sets forth the required type and amount of the performance bond; and

WHEREAS, Principal has applied for a permit to engage in the collection and transportation of solid waste in the unincorporated area of Contra Costa County;

NOW THEREFORE, the condition of this obligation is that if Principal faithfully complies with Chapter 418-2 of the Contra Costa County Ordinance Code and all conditions of the permit issued thereunder, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, this bond is issued subject to the following express conditions:

1. This bond shall be effective on \_\_\_\_\_, 20\_\_\_\_, and shall remain in full force and effect for the term of the initial permit and all renewals thereof, for all liabilities, acts, omissions or causes of action arising after this bond becomes effective and before the cancellation of the bond.
2. The aggregate liability of the Surety hereunder shall not exceed the penal sum of this bond.
3. The conditions of this bond are as set forth in Chapter 418-2 of the Contra Costa County Ordinance Code and the permit issued to Principal thereunder, and Board Resolution 2018/\_\_\_\_.

3. This bond is executed by the Surety to comply with the provisions of Chapter 418-2 of the Contra Costa County Ordinance Code and Chapter 2 (commencing with Section 995.010) of Title 14 of Part 2 of the California Code of Civil Procedure.

4. Surety is jointly and severally liable on the obligations of Chapter 418-2.

5. This bond may be canceled by the Surety by sending a notice of cancellation by certified mail to the Contra Costa County Environmental Health Director, 2120 Diamond Boulevard, Suite 200, Concord, CA 95420. Surety shall at the same time mail or deliver a copy of the notice of cancellation to the Principal. Such cancellation shall take effect 30 days from the date said notice of cancellation is received by the Contra Costa County Environmental Health Director.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal

Surety

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

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Attorney in Fact \_\_\_\_\_

#### ACKNOWLEDGEMENT OF SURETY

I declare under penalty of perjury under the laws of the State of California that I have executed the foregoing bond under an unrevoked power of attorney.

Executed on \_\_\_\_\_, 20\_\_\_\_, in \_\_\_\_\_.  
(City, State)

\_\_\_\_\_  
Signature of Attorney-In-Fact for Surety

\_\_\_\_\_  
Printed or Typed Name of Attorney-In-Fact for Surety





**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Interim Public Works Director/Chief Engineer  
Date: January 23, 2018

Subject: CONTINUE the emergency action for the Morgan Territory Road Slide Repair project, Clayton area.

---

**RECOMMENDATION(S):**

CONTINUE the emergency action originally taken by the Board of Supervisors on March 7, 2017, pursuant to Public Contract Code Sections 22035 and 22050, to repair the Morgan Territory Road Slide Repair Project, as recommended by the Interim Public Works Director, Clayton area. Project No. 0672-6U6203 (District III)

**FISCAL IMPACT:**

The total cost of the project is not expected to exceed \$6,000,000. The project will be funded by Local Road Funds (100%). County staff is actively pursuing reimbursement through the Federal Emergency Management Agency (FEMA) as a result of the State and Federal emergency declarations.

**BACKGROUND:**

On March 7, 2017, the Board of Supervisors declared an emergency and authorized the Public Works Director to proceed in the most expeditious manner to repair Morgan Territory Road approximately 1 mile south of Marsh Creek Road.

The repair work requires the installation of two structural retaining wall systems, excavation and backfill of embankment between the wall systems, reconstruction of pavement, drainage improvements, and pavement striping. Public Works Department

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Kevin Emigh,  
925.313-2233

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

#### BACKGROUND: (CONT'D)

staff completed the road repair design and requested prices for the necessary equipment, services, and supplies to perform the emergency repair project as expeditiously as possible. The resulting price quotes were received on May 23, 2017. On June 1, 2017, the Public Works Director signed a construction contract with Flatiron West, Inc. to perform the emergency repair work.

The emergency repairs began on July 17, 2017 and was substantially completed and opened to public traffic on November 18, 2017. During the construction period, Morgan Territory Road was closed at the slide site and local traffic used a temporary access on Leon Drive through the Marsh Creek Detention Facility driveway. The Public Works Director signed an agreement, "License Agreement for Temporary Use of Private Road (Leon Drive)", with each owner of Leon Drive for public use of the private road as needed for the duration of the construction phase of the emergency repairs. On November 18, 2017, the Leon Drive temporary access was closed to public traffic.

The temporary detour road on Leon Drive was repaved on December 1, 2017 in accordance with the signed License Agreement. The County utilized the existing contract with Granite Rock Company to repave Leon Drive. The existing bridge on Leon Drive will be inspected to determine whether any damage occurred to it during its use by the County as a temporary detour and public access in accordance with the signed License Agreement. The emergency action will be continued until the a determination is made on the condition of the Leon Drive Bridge and final inspection of improvements to Leon Drive are completed in accordance with the License Agreement.

Public Contract Code Section 22050 requires that, for a body that meets weekly, the need to continue the emergency declaration be reviewed at least every 14 days until the local emergency is terminated. Since the conditions that warranted the emergency declaration persist, it is appropriate for the Board to continue the emergency actions regarding the hazardous conditions caused by storm damage.

#### CONSEQUENCE OF NEGATIVE ACTION:

Non-concurrence at this point in the project could cause delays in completion of the slide repairs.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Interim Public Works Director/Chief Engineer  
Date: January 23, 2018

Subject: Approve the Subdivision Agreement (Right-of-Way Landscaping), for subdivision SD80-06013 (Phase I), Bethel Island area.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2018/11 approving the Subdivision Agreement (Right-of-Way Landscaping) for subdivision SD80-06013 (Phase I), for a project being developed by SDC Delta Coves, as recommended by the Interim Public Works Director, Bethel Island area. (District III)

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

Subdivision SD80-06013 (Phase I) has been reviewed and processed by Public Works staff and meets all applicable conditions of approval regarding landscape improvements.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Subdivision Agreement (Right-of-Way Landscaping) will not be approved.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Warren Lai (925)  
313-2180

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Warren Lai, Engineering Services, Lori Leontini, Sherri Reed, Current Planning, DCD, T-11/16/18 (10 months after BOS approval date), SDC Delta Coves, LLC, a Delaware Limited Liability Company, Lexon Insurance Company, Caroline Tom

ATTACHMENTS

Resolution No. 2018/11

Subdivision Agreement

Improvement Security

Bond

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 01/23/2018 by the following vote:

**AYE:** ☐

**NO:** ☐

**ABSENT:** ☐

**ABSTAIN:** ☐

**RECUSE:** ☐



**Resolution No. 2018/11**

**IN THE MATTER OF** approving the Subdivision Agreement (Right-of-Way Landscaping) for subdivision SD80-06013 (Phase I), for a project being developed by SDC Delta Coves, as recommended by the Interim Public Works Director, Bethel Island area. (District III)

**WHEREAS**, the following documents were presented for Board approval this date:

The Subdivision Agreement (Right-of-Way Landscaping) with SDC Delta Coves, principal, whereby said principal agrees to complete all improvements as required in said Subdivision Agreement (Right-of-Way Landscaping) within two (2) years from the date of said agreement. Improvements generally consist of landscaping.

Said document was accompanied by the following:

Security to guarantee the completion of right-of-way landscaping as required by Titles 8 and 9 of the County Ordinance, as follows:

I. Cash Deposit Amount: \$41,400.00

Auditor's Deposit Permit No. DP749913 Date: November 21, 2017

Submitted by: SDC Delta Coves, LLC, a Delaware Limited Liability Company

II. Surety Bond

Bond Company: Lexon Insurance Company

Bond Number: 1083540 Date: October 23, 2017

Performance Amount: \$4,099,700.00

Labor & Materials Amount: \$2,070,600.00

Principal: SDC Delta Coves, LLC, a Delaware Limited Liability Company

All deposit permits are on file with the Public Works Department.

**NOW, THEREFORE, BE IT RESOLVED** that said Subdivision Agreement (Right-of Way Landscaping) is APPROVED.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**Contact: Warren Lai (925) 313-2180**

**ATTESTED: January 23, 2018**

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

**cc:** Warren Lai, Engineering Services, Lori Leontini, Sherri Reed, Current Planning, DCD, T-11/16/18 (10 months after BOS approval date), SDC Delta Coves, LLC, a Delaware Limited Liability Company, Lexon Insurance Company, Caroline Tom

SUBDIVISION AGREEMENT  
(Right of Way Landscaping)  
(Government Code §66462 and §66463)

Subdivision: SD80-06013

Effective Date: \_\_\_\_\_  
(County to complete)

Subdivider: SDC DELTA CONES LLC  
NICK TARATSAS, GM/EVP

Completion Period: 2 years

THESE SIGNATURES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CONTRA COSTA COUNTY

Brian M. Bullock <sup>Interim</sup>  
Public Works Director

SUBDIVIDER: (Name and Title)

SDC DELTA CONES LLC  
NICK TARATSAS, LLC  
[Signature]  
(signature)  
(print name & title)

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

RECOMMENDED FOR APPROVAL:

By: [Signature]  
Engineering Services Division

\_\_\_\_\_  
(signature)  
(print name & title)

FORM APPROVED: Victor J. Westman, County Counsel

(NOTE: All signatures to be acknowledged. If Subdivider is incorporated, signatures must conform with the designated representative groups pursuant to Corporations Code §313.)

1. PARTIES & DATE. Effective on the above date, the County of Contra Costa, California, hereinafter called "County," and the above-mentioned Subdivider, mutually promise and agree as follows concerning this subdivision:

2. IMPROVEMENTS. Subdivider agrees to install certain road improvements (both public and private), drainage improvements, signs, street lights, fire hydrants, landscaping, and such other improvements (including appurtenant equipment) as required in the improvement plans for this subdivision as reviewed and on file with the Contra Costa County Public Works Department and in conformance with the Contra Costa County Ordinance Code (including future amendments thereto).

Subdivider shall complete said work and improvements (hereinafter called "work") within the above completion period from date hereof as required by the California Subdivision Map act (Government Code §§66410 and following), in a good workmanlike manner, in accordance with accepted construction practices and in a manner equal or superior to the requirements of the County Ordinance Code and rulings made thereunder; and where there is a conflict between the improvement plans and the County Ordinance Code, the stricter requirements shall govern.

3. IMPROVEMENT SECURITY. Upon executing this Agreement, the Subdivider shall, pursuant to Government Code §66499, and the County Ordinance Code, provide as security to the County:

A. For Performance and Guarantee: \$41,400.00 cash, plus additional security, in the amount of \$4,099,700.00, which together total one hundred percent (100%) of the estimated cost of the work. Such additional security is presented in the form of:

- \_\_\_\_\_ Cash, certified check or cashiers check.  
  X   Acceptable corporate surety bond.  
\_\_\_\_\_ Acceptable irrevocable letter of credit.

With this security, the Subdivider guarantees performance under this Agreement and maintenance of the work for one year after its completion and acceptance against any defective workmanship or materials or any unsatisfactory performance.

B. For Payment: Security in the amount of \$2,070,600.00, which is fifty percent (50%) of the estimated cost of the work. Such security is presented in the form of:

- \_\_\_\_\_ Cash, certified check, or cashier's check  
  X   Acceptable corporate surety bond.  
\_\_\_\_\_ Acceptable irrevocable letter of credit.

With this security, the Subdivider guarantees payment to the contractor, to his subcontractors, and to persons renting equipment or furnishing labor or materials to them or to the Subdivider.

C. Upon acceptance of the work as complete by the Board of Supervisors and upon request of the Subdivider, the amount securities may be reduced in accordance with §94-4.406 and §94-4.408 of the Ordinance Code.



4. GUARANTEE AND WARRANTY OF WORK. Subdivider guarantees that said work shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one-year from and after the Board of Supervisors accepts the work as complete in accordance with Article 96-4.6, "Acceptance", of the Ordinance Code. Subdivider agrees to correct, repair, or replace, at his expense, any defects in said work.

The guarantee period does not apply to road improvements for private roads which are not to be accepted into the County road system.

5. PLANT ESTABLISHMENT WORK. Subdivider agrees to perform establishment work for landscaping installed under this agreement. Said plant establishment work shall consist of adequately watering plants, replacing unsuitable plants, doing weed, rodent and other pest control and other work determined by the Public Works Department to be necessary to insure establishment of plants. Said plant establishment work shall be performed for a period of one-year from and after the Board of Supervisors accepts the work as complete. At the discretion of the County, bids may be released after final acceptance of landscaping improvements by the County.

6. IMPROVEMENT PLAN WARRANTY. Subdivider warrants the improvement plans for the work are adequate to accomplish the work as promised in Section 2 and as required by the Conditions of Approval for the Subdivision. If, at any time before the Board of Supervisors accepts the work as complete or during the one-year guarantee period, said improvement plans prove to be inadequate in any respect, Subdivider shall make whatever changes are necessary to accomplish the work as promised.

7. NO WAIVER BY COUNTY. Inspection of the work and/or materials, or approval of work and/or materials or statement by any officer, agent or employee of the County indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said work and/or materials, or payments, therefor, or any combination or all of these acts, shall not relieve the Subdivider of his obligation to fulfill this agreement as prescribed; nor shall the County be thereby be stopped from bringing any action for damages arising from the failure to comply with any of the terms and conditions hereof.

8. INDEMNITY: Subdivider shall hold harmless and indemnify the indemnitees from the liabilities as defined in this section:

A. The indemnities benefitted and protected by this promise are the County, and its special district, elective and appointive boards, commissions, officers, agents, and employees.

B. The liabilities protected against are any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of actions defined below, and including personal injury, death, property damage, inverse condemnation, or any combination of these, and regardless of whether or not such liability, claim or damage was unforeseeable at any time before the County reviewed said improvement plans or accepted the work as complete, and including the defense of any suit(s), action(s), or other proceeding(s) concerning said liabilities and claims.

C. The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this Agreement and attributable to the Subdivider, contractor, subcontractor, or any officer, agent, or employee of one or more of them;

D. Non-Conditions: The promise and agreement in this section are not conditioned or dependent on whether or not any Indemnitee has prepared, supplied, or approved any plan(s) or specification(s) in connection with this work or subdivision, or has insurance or other indemnification covering any of these matters, or that the alleged damage resulted partly from any negligent or willful misconduct of any Indemnity.

9. COSTS: Subdivider shall pay when due, all the costs of the work, including inspections thereof and relocating existing utilities required thereby.

10. SURVEYS. Subdivider shall set and establish survey monuments in accordance with the filed map and to the satisfaction of the County Road Commissioner-Surveyor before acceptance of any work as complete by the Board of Supervisors.

11. NON-PERFORMANCE AND COSTS: If Subdivider fails to complete the work within the time specified in this Agreement, and subsequent extensions, or fails to maintain the work, the County may proceed to complete and/or maintain the work by contract or otherwise, and Subdivider agrees to pay all costs and charges incurred by the County (including, but not limited to: engineering, inspection, surveys, contract, overhead, etc.) immediately upon demand.

Subdivider hereby consents to entry on the subdivision property by the County and its forces, including contractors, in the event the County proceeds to complete and/or maintain the work.

Once action is taken by County to complete or maintain the work, Subdivider agrees to pay all costs incurred by the County, even if Subdivider subsequently completes the work.

Should County sue to compel performance under this Agreement or to recover costs incurred in completing or maintaining the work, Subdivider agrees to pay all attorney's fees, and all other expenses of litigation incurred by County in connection therewith, even if Subdivider subsequently proceeds to complete the work.

12. INCORPORATION/ANNEXATION. If, before the Board of Supervisors accepts the work as complete, the subdivision is included in territory incorporated as a city or is annexed to an existing city, the County's rights under this agreement and/or any deposit, bond, or letter of credit securing said rights shall be transferred to the new or annexing city. Such city shall have all the rights of a third party beneficiary against Subdivider, who shall fulfill all the terms of this agreement as though Subdivider had contracted with the city originally.

13. RECORD MAP. In consideration hereof, County shall allow Subdivider to file and record the Final Map or Parcel Map for said Subdivision.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

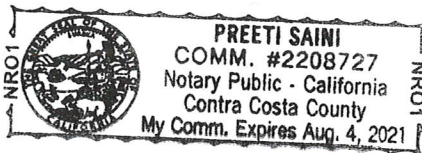
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Contra Costa )  
 On 12/14/17 before me, Preeti Saini, Notary Public,  
 personally appeared Nick Taratsas

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 P Saini  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though this section is 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 Subdivision Agreement/ Right of Way Landscaping

Document Date: 12/14/17

Number of Pages: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s) \_\_\_\_\_



Subdivision: SD80-06013

Bond No.: 1083540

Premium: 61,495.00/1 yr.

**IMPROVEMENT SECURITY BOND  
FOR PUBLIC RIGHT OF WAY LANDSCAPE AGREEMENT**  
(Performance, Guarantee, and Payment)  
(Calif. Government Code sections 66462 and 66463)

1. **RECITAL OF SUBDIVISION AGREEMENT:** The Principal has executed an agreement with the County to install and pay for public right of way landscaping, and other related improvements in Subdivision SD80-06013, as specified in the Subdivision Agreement (Right-of-Way Landscaping), and to complete said work within the time specified for completion in the Subdivision Agreement (Right-of-Way Landscaping), all in accordance with State and local laws and rulings thereunder in order to satisfy conditions for filing of the Final Map or Parcel Map for said Subdivision.
2. **OBLIGATION:** SDC Delta Coves LLC, as Principal, and Lexon Insurance Company, a corporation organized existing under the laws of the State of Texas, and authorized to transact surety business in California, as Surety, hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns to the County of Contra Costa, California, to pay it:
  - A. **Performance and Guarantee:** Four Million Ninety-Nine Thousand Seven Hundred and 00/100 Dollars (\$4,099,700.00) for itself or any city-assignee under the above County Subdivision Agreement (Right-of-Way Landscaping).
  - B. **Payment:** Two Million Seventy Thousand Six Hundred and 00/100 Dollars (\$2,070,600.00) to secure the claims to which reference is made in Title XV (commencing with Section 3082) of Part 4 of Division III of the Civil Code of the State of California.
3. **CONDITION:** This obligation is subject to the condition set forth on the reverse side hereof.
  - A. The Condition of this obligation as to Section 2.(A) above is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on is or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the County of Contra Costa (or city assignee), its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by County (or city assignee) in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

B. The condition of this obligation as to Section 2.(B) above is such that said Principal and the undersigned as corporate surety are held firmly bound unto the County of Contra Costa and all other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the fact amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by County (or city assignee) in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

C. No alteration of said Acquisition of Off-Site Right-of-Way Agreement agreed to by the Principal and the County shall relieve any Surety from liability on this bond; and consent is hereby given to make such alterations without further notice to or consent by Surety; and the Surety hereby waives the provisions of California Civil Code §§ 2819, and holds itself bound without regard to and independently of any action against Principal whenever taken.

**SIGNED AND SEALED** on October 23, 2017

SDC Delta Coves LLC, a Delaware limited liability company  
By: DMB Associates, Inc., an Arizona corporation,

**PRINCIPAL:** its Project Manager

**SURETY:** Lexon Insurance Company

**ADDRESS:** 7600 E. Doubletree Ranch Rd., Suite 300

**ADDRESS:** 12890 Lebanon Rd.

**CITY:** Scottsdale, AZ **ZIP:** 85258

**CITY:** Mt. Juliet, TN **ZIP:** 37122

**BY:** 

**BY:** 

**PRINT NAME:** Nick TABATZIS

**PRINT NAME:** Cheryl L. Thomas

**TITLE:** GM / EVP

**TITLE:** Attorney-in-Fact

# ALL- PURPOSE CERTIFICATE OF 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 Orange }

On October 23, 2017 before me, Susan E. Morales, Notary Public,  
(Here insert name and title of the officer)

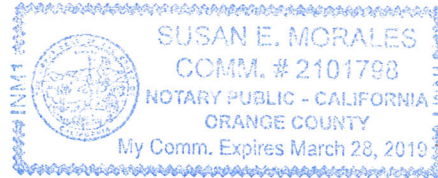
personally appeared Cheryl L. Thomas,  
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose  
name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that  
~~he~~/she/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity~~(ies)~~, 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.

Susan E. Morales  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1083540

(Title or description of attached document)

Lexon Insurance Company

(Title or description of attached document continued)

Number of Pages 2 Document Date 10/23/17

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☒ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



POWER OF ATTORNEY

LX- 310337

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Todd M. Rohm, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Shane Wolf its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1<sup>st</sup> day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,000,000.00, Five Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.



LEXON INSURANCE COMPANY

BY

David E. Campbell  
President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR  
Notary Public- State of Tennessee  
Davidson County  
My Commission Expires 07-08-19

BY

Amy Taylor  
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this \_\_\_\_\_ Day of \_\_\_\_\_, 20 **OCT 23 2017**



BY

Andrew Smith  
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 Contra Costa )

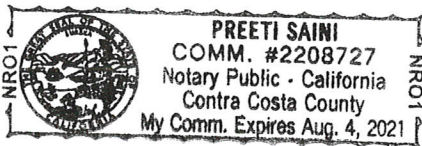
On 12/14/17 before me, Preeti Saini, Notary Public,

personally appeared Nick Taratsas

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 P Saini  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is 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 Improvement Security Bond for Public Right of Way Landscape Agreement

Document Date: 12/14/17

Number of Pages: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s) \_\_\_\_\_



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Interim Public Works Director/Chief Engineer  
Date: January 23, 2018

Subject: Approve the Subdivision Agreement (Right-of Way Landscaping), for subdivision SD80-6013 (Phase II), Bethel Island area

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2018/12 approving the Subdivision Agreement (Right-of-Way Landscaping) for subdivision SD80-06013 (Phase II), for a project being developed by SDC Delta Coves, as recommended by the Interim Public Works Director, Bethel Island area. (District III)

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

Subdivision SD80-06013 (Phase II) has been reviewed and processed by Public Works staff and meets all applicable conditions of approval regarding landscape improvements.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Subdivision Agreement (Right-of-Way Landscaping) will not be approved.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Warren Lai (925)  
313-2180

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Warren Lai, Engineering Services, J. LaRocque, Lori Leontini, Current Planning, DCD, T-11/16/18 (10 months after BOS approval date), SDC Delta Coves, LLC, a Delaware Limited Liability Company, Lexon Insurance Company, Caroline Tom

ATTACHMENTS

Resolution No. 2018/12

Subdivision Agreement

Improvement Security

Bond



**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 01/23/2018 by the following vote:

**AYE:** ☐  
**NO:** ☐  
**ABSENT:** ☐  
**ABSTAIN:** ☐  
**RECUSE:** ☐



**Resolution No. 2018/12**

**IN THE MATTER OF** approving the Subdivision Agreement (Right-of-Way Landscaping) for subdivision SD80-06013 (Phase II), for a project being developed by SDC Delta Coves, as recommended by the Interim Public Works Director, Bethel Island area. (District III)

**WHEREAS**, the following documents were presented for Board approval this date:

The Subdivision Agreement (Right-of-Way Landscaping) with SDC Delta Coves, principal, whereby said principal agrees to complete all improvements as required in said Subdivision Agreement (Right-of-Way Landscaping) within two (2) years from the date of said agreement. Improvements generally consist of landscaping.

Said document was accompanied by the following:

Security to guarantee the completion of right-of-way landscaping as required by Titles 8 and 9 of the County Ordinance, as follows:

I. Cash Deposit Amount: \$33,200.00

Auditor's Deposit Permit No. DP750965 Date: December 7, 2017

Submitted by: SDC Delta Coves, LLC, a Delaware Limited Liability Company

II. Surety Bond

Bond Company: Lexon Insurance Company

Bond Number: 1083541 Date: October 23, 2017

Performance Amount: \$3,287,600.00

Labor & Materials Amount: \$1,660,400.00

Principal: SDC Delta Coves, LLC, a Delaware Limited Liability Company

All deposit permits are on file with the Public Works Department.

**NOW, THEREFORE, BE IT RESOLVED** that said Subdivision Agreement (Right-of Way Landscaping) is APPROVED.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**Contact: Warren Lai (925) 313-2180**

**ATTESTED: January 23, 2018**

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

**cc:** Warren Lai, Engineering Services, J. LaRocque, Lori Leontini, Current Planning, DCD, T-11/16/18 (10 months after BOS approval date), SDC Delta Coves, LLC, a Delaware Limited Liability Company, Lexon Insurance Company, Caroline Tom

Subdivision: SD80-06013

Bond No.: 1083541

Premium: \$49,314.00/1 yr

**IMPROVEMENT SECURITY BOND  
FOR PUBLIC RIGHT OF WAY LANDSCAPE AGREEMENT**  
(Performance, Guarantee, and Payment)  
(Calif. Government Code sections 66462 and 66463)

1. **RECITAL OF SUBDIVISION AGREEMENT:** The Principal has executed an agreement with the County to install and pay for public right of way landscaping, and other related improvements in Subdivision SD80-06013, as specified in the Subdivision Agreement (Right-of-Way Landscaping), and to complete said work within the time specified for completion in the Subdivision Agreement (Right-of-Way Landscaping), all in accordance with State and local laws and rulings thereunder in order to satisfy conditions for filing of the Final Map or Parcel Map for said Subdivision.
2. **OBLIGATION:** SDC Delta Coves LLC, as Principal, and Lexon Insurance Company, a corporation organized existing under the laws of the State of Texas, and authorized to transact surety business in California, as Surety, hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns to the County of Contra Costa, California, to pay it:
  - A. **Performance and Guarantee: Three Million Two Hundred Eighty-Seven Thousand Six Hundred and 00/100 Dollars (\$3,287,600.00)** for itself or any city-assignee under the above County Subdivision Agreement (Right-of-Way Landscaping).
  - B. **Payment: One Million Six Hundred Sixty Thousand Four Hundred and 00/100 Dollars (\$1,660,400.00)** to secure the claims to which reference is made in Title XV (commencing with Section 3082) of Part 4 of Division III of the Civil Code of the State of California.
3. **CONDITION:** This obligation is subject to the condition set forth on the reverse side hereof.
  - A. The Condition of this obligation as to Section 2.(A) above is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on is or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the County of Contra Costa (or city assignee), its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by County (or city assignee) in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

- B. The condition of this obligation as to Section 2.(B) above is such that said Principal and the undersigned as corporate surety are held firmly bound unto the County of Contra Costa and all other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the fact amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by County (or city assignee) in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

- C. No alteration of said Acquisition of Off-Site Right-of-Way Agreement agreed to by the Principal and the County shall relieve any Surety from liability on this bond; and consent is hereby given to make such alterations without further notice to or consent by Surety; and the Surety hereby waives the provisions of California Civil Code §§ 2819, and holds itself bound without regard to and independently of any action against Principal whenever taken.

**SIGNED AND SEALED** on October 23, 2017

SDC Delta Coves LLC, a Delaware limited liability company

By: DMB Associates, Inc., an Arizona corporation,

**PRINCIPAL:** its Project Manager

**SURETY:** Lexon Insurance Company

**ADDRESS:** 7600 E. Doubletree Ranch Rd., Suite 300

**ADDRESS:** 12890 Lebanon Rd.

**CITY:** Scottsdale, AZ **ZIP:** 85258

**CITY:** Mt. Juliet, TN **ZIP:** 37122

**BY:** 

**BY:** 

**PRINT NAME:** Nick TAPASIS

**PRINT NAME:** Cheryl L. Thomas

**TITLE:** GM/EMP

**TITLE:** Attorney-in-Fact



# ALL- PURPOSE CERTIFICATE OF 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 Orange }

On October 23, 2017 before me, Susan E. Morales, Notary Public  
(Here insert name and title of the officer)

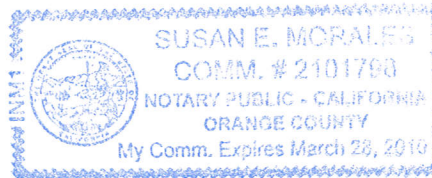
personally appeared Cheryl L. Thomas,  
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose  
name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that  
~~he/she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, 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.

Susan E. Morales  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1083541

(Title or description of attached document)

Lexon Insurance Company

(Title or description of attached document continued)

Number of Pages 2 Document Date 10/23/17

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

\_\_\_\_\_  
(Title)

- ☐ Partner(s)  
☒ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

LX- 310338

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Todd M. Rohm, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Shane Wolf its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1<sup>st</sup> day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,000,000.00, Five Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.



LEXON INSURANCE COMPANY


BY   
David E. Campbell  
President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR  
Notary Public- State of Tennessee  
Davidson County  
Mv Commission Expires 07-08-19

BY   
Amy Taylor  
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this \_\_\_\_\_ Day of \_\_\_\_\_, 20 **OCT 23 2017**



BY   
Andrew Smith  
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California )  
County of Contra Costa )

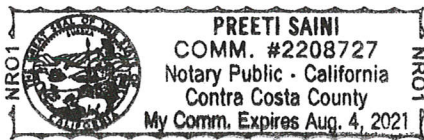
On 12/14/17 before me, Preeti Saini, Notary Public,

personally appeared Nick Taratsas

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 P Saini  
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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 Improvement Security Bond for Public Right  
of Way Landscaping Agreement

Document Date: 12/14/17

Number of Pages: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s) \_\_\_\_\_



Contra  
Costa  
County

To: Contra Costa County Flood Control District Board of Supervisors

From: Brian M. Balbas, Interim Public Works Director/Chief Engineer

Date: January 23, 2018

Subject: Flood Stage Determination Project — California Department of Water Resources: Flood Emergency Response Projects Grants Program — Statewide.

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Interim Chief Engineer, Contra Costa County Flood Control and Water Conservation District (FC District), or designee, to apply for, and accept, grant assistance in the form of the California Department of Water Resources: Flood Emergency Response Projects Grants Program — Statewide, in an amount not to exceed \$450,000, for analysis and preparation of flood stage elevations for up to 12 existing stream gauges, West and Central County areas.

**FISCAL IMPACT:**

Grant amount requested will be up to \$450,000 California Department of Water Resources Flood Emergency Response Projects Grants Program. There is no local match requirement.

**BACKGROUND:**

In 2014, the County applied for and received a grant from the Department of Water Resources for \$206,500 under the first round of the Flood Emergency Response Project Grant — Statewide (FER Grant). This grant was for 10 stream gauges to be installed on non-legal Delta streams and for our RainMap webpage ([www.cccounty.us/RainMap](http://www.cccounty.us/RainMap)). The work on that project was completed in December 2017. We were able to find cost savings for some materials and amend the grant agreement to add 1 stream gauge for a total of 11 new

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Mark Boucher, (925)  
313-2274

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Mike Carlson, Deputy Chief Engineer, Tim Jensen, Flood Control, Mark Boucher, Flood Control, Catherine Windham, Flood Control



BACKGROUND: (CONT'D)

stream gauges under that grant.

The current FER Grant could pay for the establishment of flood stage elevations at the new stream gauges plus one existing stream gauge. This would provide stream flood stages at 12 of our stream gauges. We would perform records research, field and office surveying, and computer modeling to establish the elevations at each stream gauge where we estimate flooding would occur in the general area upstream and downstream of the stream gauges.

The established flood stage elevations would be shown on plots on our RainMap so that the general public would be able to view the stream stages and see how close to flood stage the streams are. It would heighten the public's awareness of the stream conditions during area-wide flood watches that are proclaimed by the Department of Water Resources and/or the National Weather Service. We would also communicate these flood stages and stream gauge information with the County Office of Emergency Service and other jurisdictions, such as cities and park districts.

CONSEQUENCE OF NEGATIVE ACTION:

Without the Board of Supervisors' approval, the FC District will not be able to apply for the FER Grant described above.



Contra  
Costa  
County

To: Board of Supervisors  
From: Keith Freitas, Airports Director  
Date: January 23, 2018

Subject: Notice of Interest and Application to Participate in Cal OES and FEMA Hazard Mitigation Grant Program

---

**RECOMMENDATION(S):**

**APPROVE** and **AUTHORIZE** the Director of Airports, or designee, to (i) submit a Notice of Interest to the California Governor's Office of Emergency Services (Cal OES), and (ii) if the County is determined to be eligible to participate, submit an application to Cal OES and to the Federal Emergency Management Agency (FEMA) for a grant of disaster mitigation funds under the DR-4344 'October 2017' Hazard Mitigation Grant Program (HMGP), Concord Area. (District IV)

**FISCAL IMPACT:**

There is no negative impact on the General Fund. The estimated total initial cost of the Contra Costa County Airport's (Airports) HMGP project is approximately \$1,800,000. Of that amount, 75% (\$1,350,000) would be funded by a grant from the HMGP. The balance (\$450,000) would be funded by the Airport Enterprise Fund.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Beth Lee, (925)  
681-4200

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

#### BACKGROUND:

Federal funding is being provided under the Robert T. Stafford Emergency Assistance and Disaster Relief Act through FEMA and Cal OES in support of hazard mitigation activities aimed at reducing loss of life and property by lessening the impact of disasters. The program that is the subject of this board order is known as the DR-4344 "October 2017 Wildfires" Hazard Mitigation Grant Program (HMGP). Cal OES is responsible for the review of HMGP Notices of Interest and applications. Cal OES will forward funding recommendations to FEMA. FEMA has final approval for activity eligibility and funding.

To be awarded a grant, applicants must have a FEMA-approved Local Hazard Mitigation Plan (LHMP). To be approved, the proposed projects must be determined by FEMA to be cost-effective. To ensure that the Airports are prepared to meet the demands of disaster relief efforts in the event of an emergency, the Airports' HMGP project is focused on runway upgrades at Buchanan Field, creating a backup power supply at the Airports and ensuring reliable ingress and egress to and from Buchanan Field. These projects are consistent with the Contra Costa County Hazard Mitigation plan objectives to increase resiliency of infrastructure and critical facilities at Airports in order to better support local emergency operations throughout a disaster. The total estimated initial cost of the Airport's HMGP project is estimated to be, approximately, \$1,800,000, of which \$1,350,000 would be funded by a grant of funds from the HMGP. The \$450,000 balance would be funded by the Airport Enterprise Fund.

If the County is determined to be eligible to participate in the HMGP, Airport staff will submit a comprehensive application to Cal OES and FEMA with further details about the Airport's HMGP project.

#### CONSEQUENCE OF NEGATIVE ACTION:

Failure to submit a Notice of Interest and a subsequent application in a timely manner will result in the County being ineligible to receive funding from the HMGP for the identified projects.



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: January 23, 2018

Subject: Claims

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**RECOMMENDATION(S):**

DENY claims filed by Gregory Banks, Alexis Avalos, Nathan Gregory Banks (Decedent), Estate & Family of Nathan Banks, East Bay Regional Park District, Colonial Energy, Ricardo Franco, Kenya Montgomery, Guardian ad Litem, for JCM (a minor), Peter J. Nowicki (2), Aida Reyes, Aida Reyes for LR (a minor), and Douglas Ronald Wilcox. DENY amended claim filed by California Department of General Services –Office of Risk & Insurance Management.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

Gregory Banks, Alexis Avalos; Estate & Family of Nathan Banks (Decedent): Wrongful death claim in an undisclosed amount

CA Dept. of General Services – ORIM: Amended property claim for damage to vehicle in the amount of \$2,579.43  
East Bay Regional Park District: Property and indemnity claims for damage to private residences in an undisclosed amount

Colonial Energy: Property claim for damage to canopy and post in the amount of \$1,900.  
Ricardo

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Scott Selby  
925.335.1400

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

**BACKGROUND: (CONT'D)**

Franco: Property claim for missing car key in the amount of \$465.

Kenya Montgomery, Guardian ad Litem for J.M., a minor: Personal injury claim for bus injury in an amount not exceeding \$1,000,000

Peter Nowicki: Claim against CCCERA for retirement benefits in the amount of \$603,032.95

Peter Nowicki: Claim against Moraga/Orinda Fire Department for retirement benefits in the amount of \$603,032.95

Aida Reyes: Personal injury and property claim for damage to vehicle for car accident in an amount to be determined

Aida Reyes for L.R., a minor: Personal injury claim for car accident in an amount to be determined

Douglas Ronald Wilcox: Property damage for lost hearing aids in the amount of \$2,000

Contra  
Costa  
County



To: Board of Supervisors  
From: Melinda Cervantes, County Librarian  
Date: January 23, 2018

Subject: Career Online High School Class of 2016/2017 Graduate

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: W. Beveridge  
608-7730

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

## ATTACHMENTS

Resolution No.  
2018/24



*The Board of Supervisors of  
Contra Costa County, California*

In the matter of:

**Resolution No. 2018/24**

**Recognizing Jordan Smith as a graduate from Career Online High School.**

**Whereas**, the Contra Costa County Library, in partnership with the California State Library and Cengage Learning, offered a limited number of scholarships to adults for Career Online High School; and  
**Whereas**, Career Online High School, which is accredited by the AdvancED Accreditation Commission, provides an opportunity to earn both an accredited high school diploma and career certificate; and  
**Whereas**, Jordan Smith, an adult resident of Contra Costa County, harbored a desire to finish high school and improve her career opportunities for a brighter future and to set a good example for her child; and  
**Whereas**, Jordan Smith applied for a scholarship for Career Online High School from the Contra Costa County Library; and  
**Whereas**, Jordan Smith completed the requirements for her Career Online High School diploma in November 2017 with a career concentration in General Career Preparation; and,  
**Whereas**, Jordan Smith hopes to become a career writer and plans to take college courses online in English and Creative Writing as well as Science.

Now, Therefore, Be It Resolved that the Board of Supervisors of Contra Costa County does hereby honor Jordan Smith for graduating in the 2017 Class of Career Online High School.

\_\_\_\_\_  
**KAREN MITCHOFF**

Chair, District IV Supervisor

\_\_\_\_\_  
**JOHN GIOIA**

District I Supervisor

\_\_\_\_\_  
**CANDACE ANDERSEN**

District II Supervisor

\_\_\_\_\_  
**DIANE BURGIS**

District III Supervisor

\_\_\_\_\_  
**FEDERAL D. GLOVER**

District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

David J. Twa,

By: \_\_\_\_\_, Deputy



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: January 23, 2018

Subject: DECLARE Vacant Private/Non-Profit Sector Seat No. 2 on the Economic Opportunity Council

---

**RECOMMENDATION(S):**

ACCEPT resignation of Bhupen Amin, DECLARE a vacancy in Private/Non-Profit Sector Seat No.2 on the Economic Opportunity Council, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Employment and Human Services Director.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The duties and responsibilities of the Economic Opportunity Council include: reviewing fiscal and programmatic reports submitted by staff and the performance of Community Services Block Grant contractors and the Weatherization program services; selecting its officers and appointing members to EOC Committees; making recommendations to the Board of Supervisors on all program proposals and budgets related to Community Services Block Grant and the Weatherization program; and requiring and receiving budget and other reports prepared by staff every other month along with an Annual Report in September.

Mr. Amin was appointed to Private/Non-Profit Sector Seat No.2 on June 10, 2016. His current term has an end date of June 30, 2019. He submitted his resignation from this seat effective December 31, 2017.

**CONSEQUENCE OF NEGATIVE ACTION:**

If not approved, the Economic Opportunity Council will be unable to fill the vacancy.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: CSB (925)  
681-6308

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Nancy Sparks



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Candace Andersen, District II Supervisor  
Date: January 23, 2018

Subject: RESIGNATION TO THE ALAMO MUNICIPAL ADVISORY COUNCIL

---

**RECOMMENDATION(S):**

ACCEPT the resignation of Clark Johnson, DECLARE a vacancy in the Alternate seat on the Alamo Municipal Advisory Council, and DIRECT the Clerk of the Board to post the vacancy, for the remainder of the term with an expiration date of December 31, 2020, as recommended by Supervisor Candace Andersen.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The Alamo MAC may advise the Board of Supervisors on services that are or may be provided to the Alamo community by Contra Costa County or other local government agencies. Such services include, but are not limited to, parks and recreation, lighting and landscaping, public health, safety, welfare, public works, code enforcement, land use and planning, transportation and other infrastructure. The Council may also provide input and reports to the District Supervisor, Board of Supervisors, County staff or any County hearing body on issues of concern to the community. The Council may represent the Alamo community before the Board of Supervisors, County Planning Commission and the Zoning Administrator. The Council may also represent the Alamo community before the Local Agency Formation Commission on proposed boundary changes affecting the community. The Council may advocate on parks and recreation issues to the Town of Danville and the San Ramon Valley Unified School District.

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☒ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Jill Ray,  
925-957-8860

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: District 2 Supervisor, Alamo MAC, Appointee, Maddy Book

BACKGROUND: (CONT'D)

CONSEQUENCE OF NEGATIVE ACTION:

The Alternate seat will remain vacant.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Interim Public Works Director/Chief Engineer  
Date: January 23, 2018

Subject: Add one Personnel Services Assistant III (ARTA) position and cancel one Associate Civil Engineer (NKVC) position

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 22119 to add one (1) Personnel Services Assistant III (ARTA) (unrepresented) position at salary plan and grade B85 1631 (\$5,997 - \$7289) and cancel one (1) Associate Civil Engineer (NKVC) (represented) position #10733 at salary plan and grade ZA2 1770 (\$7,087 - \$9,531) in the Public Works Department.

**FISCAL IMPACT:**

This action will result in an estimated annual cost savings of \$45,111.

**BACKGROUND:**

The duties and responsibilities of the Public Works Personnel Division have grown significantly over the past four years. While the need for personnel services has grown, there has been no increase in staffing for the division. As a result, existing staff have taken on additional duties and responsibilities, and the Department's Administrative Services Officer (ASO) is performing many personnel analyst duties. In order to balance the workload of the current analysts, the Public Works Department requests to add one Personnel Services Assistant III (PSA III) position for the Personnel Division. The PSA III will assist with employee performance management, injury and illness prevention, leave management, employee/labor relations, and various other personnel duties. They will also assist with coordinating, organizing, conducting, delivering and evaluating training programs for Public Works Department employees, to include new employee orientation, mandatory compliance (Sexual Harassment Prevention, Diversity Awareness, Equal Employment Opportunity (EEO), Ethics, and Safety), and career development training.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Carrie Ricci, (925)  
313-2235

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Carrie Ricci

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Personnel Division will be unable to support the needs and requests of internal and external customers.

ATTACHMENTS

P300 22119

# POSITION ADJUSTMENT REQUEST

NO. 22119  
DATE 6/29/17

Department Public Works

Department No./

Budget Unit No. 0650 Org No. 4504 Agency No. 65

Action Requested: ADOPT Position Adjustment Resolution No. 22119 to add one (1) Personnel Services Assistant III (ARTA) (unrepresented) position at salary plan and grade B85 1631 (\$5,997 - \$7,289) and cancel one (1) Associate Civil Engineer (NKVC) (represented) position #10733 at salary plan and grade ZA2 1770 (\$7,086 - \$9,531) in the Public Works Department.

Proposed Effective Date: 1/1/18

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost -45111

Net County Cost 0

Total this FY -41352

N.C.C. this FY 0

SOURCE OF FUNDING TO OFFSET ADJUSTMENT NA - cost savings

Department must initiate necessary adjustment and submit to CAO.

Use additional sheet for further explanations or comments.

Julia R. Bueren

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

L. Strobel

7/24/17

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 9/19/2017

Add one (1) Administrative Services Assistant III (APTA) (represented) position at salary plan and grade ZB5 1631 (\$5,994 - \$7,286) and cancel one (1) Associate Civil Engineer (NKVC) (represented) position #10733 at salary plan and grade ZA2 1770 (\$7,086 - \$9,531).

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ \_\_\_\_\_(Date)

Fina Prak

9/19/2017

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

1/11/18

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: \_\_\_\_\_

L. Strobel

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☐ DISAPPROVED ☐

David J. Twa, Clerk of the Board of Supervisors  
and County Administrator

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:



## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date 1/11/2018

No. \_\_\_\_\_

1. Project Positions Requested:
2. Explain Specific Duties of Position(s)
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
4. Duration of the Project: Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
5. Project Annual Cost
  - a. Salary & Benefits Costs: \_\_\_\_\_
  - b. Support Costs: \_\_\_\_\_  
(services, supplies, equipment, etc.)
  - c. Less revenue or expenditure: \_\_\_\_\_
  - d. Net cost to General or other fund: \_\_\_\_\_
6. Briefly explain the consequences of not filling the project position(s) in terms of:
  - a. potential future costs
  - b. legal implications
  - c. financial implications
  - d. political implications
  - e. organizational implications
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
9. How will the project position(s) be filled?
  - ☐ a. Competitive examination(s)
  - ☐ b. Existing employment list(s) Which one(s)? \_\_\_\_\_
  - ☐ c. Direct appointment of:
    - ☐ 1. Merit System employee who will be placed on leave from current job
    - ☐ 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: January 23, 2018

Subject: Reallocate the classification of Systems Accountant II (LWVB) on the salary schedule in the Auditor Controller's Office

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**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 22222 to reallocate the classification of Systems Accountant II (LWVB) (represented) on the salary schedule from salary plan and grade ZB5 1787 (6,995- \$8,503) with five merit steps to salary plan and grade ZB5 1787 (\$6,995- \$9,374) with seven merit steps.

**FISCAL IMPACT:**

The annual cost is estimated at \$13,400 which includes \$2,947 in pension costs. 100% General Fund.

**BACKGROUND:**

The action to add two merit steps to the Systems Accountant II classification located in the Auditor Controller's Office will align the classification's salary structure to the role and responsibilities of the classification.

**CONSEQUENCE OF NEGATIVE ACTION:**

This classification will not align with a number of other classifications in salary grade ZB5 that have seven steps.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Tanya Williams,  
925-335-1714

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Robert Campbell, County Auditor-Controller

## ATTACHMENTS

AIR 32347 P300 Systems  
Accountant

# POSITION ADJUSTMENT REQUEST

NO. 22222  
DATE 1/9/2018

Department Office of the Auditor-Controller

Department No./

Budget Unit No. 0010 Org No. 1013 Agency No. 10

Action Requested: ADOPT Position Adjustment Resolution No. to reallocate the classification of Systems Accountant II (LWVB) (represented) on the salary schedule from salary plan and grade ZB5 1787 (\$6,995 - \$8,503) with five merit steps to salary plan and grade ZB5 1787 (\$6,995 - \$9,374) with seven merit steps.

Proposed Effective Date: 1/1/2018

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: \_\_\_\_\_

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$13,400.00

Net County Cost \$13,400.00

Total this FY \$6,700.00

N.C.C. this FY \$6,700.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% General Fund

Department must initiate necessary adjustment and submit to CAO.

Use additional sheet for further explanations or comments.

Robert Campbell

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

L.Strobel

1/11/2018

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE \_\_\_\_\_

N/A

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☐ Day following Board Action.

☒ 1/1/2018(Date)

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

1/11/2018

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: \_\_\_\_\_

L.Strobel

\_\_\_\_\_  
(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☐ DISAPPROVED ☐

David J. Twa, Clerk of the Board of Supervisors  
and County Administrator

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date 1/17/2018

No. xxxxxx

1. Project Positions Requested:
2. Explain Specific Duties of Position(s)
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
4. Duration of the Project: Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
5. Project Annual Cost
  - a. Salary & Benefits Costs: \_\_\_\_\_
  - b. Support Costs: \_\_\_\_\_  
(services, supplies, equipment, etc.)
  - c. Less revenue or expenditure: \_\_\_\_\_
  - d. Net cost to General or other fund: \_\_\_\_\_
6. Briefly explain the consequences of not filling the project position(s) in terms of:
  - a. potential future costs
  - b. legal implications
  - c. financial implications
  - d. political implications
  - e. organizational implications
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
9. How will the project position(s) be filled?
  - ☐ a. Competitive examination(s)
  - ☐ b. Existing employment list(s) Which one(s)? \_\_\_\_\_
  - ☐ c. Direct appointment of:
    - ☐ 1. Merit System employee who will be placed on leave from current job
    - ☐ 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: January 23, 2018

Subject: California Department of Aging, Medicare Improvements for Patients & Providers Act Funding

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2018/21 approving and authorizing the Employment and Human Services Director, or designee, to execute a contract with the California Department of Aging in an amount not to exceed \$54,208 for Medicare Improvements for Patients and Providers Act services for the period January 1, 2018 through September 29, 2018.

**FISCAL IMPACT:**

The County will receive an amount not to exceed \$54,208 from the California Department of Aging, Medicare Improvements for Patients and Providers Act funding. (100% Federal) (No County match)

Agreement Number MI-1718-07.

**BACKGROUND:**

The California Department of Aging, Medicare Improvements for Patients and Providers Act (MIPPA) funding will cover the cost of providing outreach and enrollment assistance to individuals who may be eligible for Part D Low Income Subsidy and Medicare Saving programs administered by Medi-Cal. These activities will be performed by the Contra Costa County Health Insurance Counseling and Advocacy Program (HICAP).

**CONSEQUENCE OF NEGATIVE ACTION:**

Without funding, the County could not provide Medicare Improvements for Patients and Providers Act services.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Elaine Burres,  
608-4960

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

## ATTACHMENTS

Resolution No.  
2018/21



**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 01/23/2018 by the following vote:

**AYE:** ☐  
**NO:** ☐  
**ABSENT:** ☐  
**ABSTAIN:** ☐  
**RECUSE:** ☐



**Resolution No. 2018/21**

In The Matter Of: California Department of Aging, Medicare Improvements for Patients & Providers Act Funding

WHEREAS, the Contra Costa County Employment and Human Services Department provides Medicare Improvements to Patients and Providers Act (MIPPA) services to County residents; and

WHEREAS, MIPPA funding will provide outreach and enrollment assistance to individuals who may be eligible for Part D low income subsidy and Medicare Savings programs administered by Medi-Cal; and

WHEREAS, the California Department of Aging has made funding in the amount of \$54,208 available (Agreement No. MI-1718-07) to County for MIPPA services for the period January 1, 2018 through September 29, 2018.

Now, Therefore, Be It Resolved: The Contra Costa County Board of Supervisors approve and authorize the Employment and Human Services Department Director, or designee, to execute a contract with California Department of Aging for Medicare Improvements for Patients and Providers Act services in an amount not to exceed \$54,208 for the period January 1, 2018 through September 29, 2018.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**Contact: Elaine Burres, 608-4960**

**ATTESTED: January 23, 2018**

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

**cc:**



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: January 23, 2018

Subject: Advanced Helicopter Services, Inc. Helicopter Maintenance Contract

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Advanced Helicopter Services, Inc., in an amount not to exceed \$3,000,000 for helicopter maintenance services for the period February 1, 2018 through January 31, 2020.

**FISCAL IMPACT:**

\$3,000,000; budgeted. These expenditures are covered by a combination of agency user fees, annual SLESF (Supplemental Law Enforcement Services Fund) allocation, and P-6 Zone revenue.

**BACKGROUND:**

Advanced Helicopter Services, Inc., will provide maintenance services for the Sheriff's helicopters. The helicopter program is an integral element of effective law enforcement operations, providing enhanced patrol, surveillance, and search and rescue capabilities. Continuation of the helicopter program hinges on the services provided under this contract. Costs associated with this contract are partially offset by revenue generated by neighboring jurisdictions contracting for helicopter services and indirectly offset by State of California Department of Boating and Waterways grant funding.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **01/23/2018** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Sandra Brown,  
925-335-1553

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Should the Board of Supervisors decide to disapprove this new vendor contract, the continuation of the helicopter program will require the County to contract for maintenance services with additional cost.

CHILDREN'S IMPACT STATEMENT:

No impact.



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: January 23, 2018

Subject: Marine Salvage Services

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Marine Emporium Boat Works Incorporated, in an amount not to exceed \$500,000, to provide marine haul out, destruction, and storage of vessels for the term of April 1, 2018 through March 31, 2020 in and around the Bethel Island and East Contra Costa Area.

**FISCAL IMPACT:**

\$500,000, 100% State; Budgeted Funded by the California Department of Boating and Waterways grant, Abandoned Watercraft Abatement Fund (AWAF) and General Fund.

**BACKGROUND:**

The waterways in and around Contra County haven been long been used for the illegal dumping and sinking of abandoned and derelict vessels of all sizes and types. If allowed to remain, these vessels are often hazards to safety, navigation, wildlife, and are hazardous to the environment. Many vessels are carrying hazardous materials. The vessels adversely impact residents, commercial, and recreational boaters in and around Contra Costa County. The Office of the Sheriff's Marine Services Unit utilizes salvers who are specially trained, equipped, and capable of removing the vessels that may be afloat, aground or submerged.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **01/23/2018** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Sandra Brown,  
925-335-1553

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

**CONSEQUENCE OF NEGATIVE ACTION:**

The Sheriff's Office may not be in compliance with the grant funding these activities. In addition, abandoned vessels will may not be removed from County waterways.

**CHILDREN'S IMPACT STATEMENT:**

No impact.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: January 23, 2018

Subject: Northwoods Consulting Partners, Inc. Amendment

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Northwoods Consulting Partners, Inc. to increase the contract payment limit by \$1,680,104 for a new payment limit of \$5,229,642 for additional software licenses and software support for Compass Pilot, the Employment and Human Services Department's document management system for the period February 1, 2018 through June 30, 2019.

**FISCAL IMPACT:**

Approval of this contract amendment will increase expenditures by \$1,680,104, funded by 10% County, 48% State, and 42% Federal revenues.

**BACKGROUND:**

The Employment and Human Services Department (EHSD) initially entered into a contract with Northwoods Consulting Partners, Inc. in February 2015 to develop a document management system, Compass Pilot. Compass Pilot provides functionality and a database for on-line case storage, retrieval, and transfer of critical documents required to determine and verify eligibility to all benefits programs administered by EHSD, and meet State mandated case management requirements.

Funding of the contract for the period February 1, 2018 through June 30, 2019 is necessary for staff's continued access to the system to perform critical and daily tasks, to receive basic software support for business continuity,

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Elaine Burres  
608-4960

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

**BACKGROUND: (CONT'D)**

and additional software licenses as needed. In addition, the Contract provides for funding of system enhancements and consultation services, including services necessary to support other technical initiatives for which Compass Pilot document images, data, and functionality are key components.

**CONSEQUENCE OF NEGATIVE ACTION:**

Failure to make payment to Contractor for systems access and support will disrupt daily operations required to administer County benefit programs and provide customer service.





Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 23, 2018

Subject: Purchase Order Amendment with OmniPro, LLC

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, an amendment to Purchase Order #F005532 with OmniPro, LLC, to increase the payment limit by \$300,000 to a new payment limit of \$1,400,000 for additional custom Lenovo Tiny PC's, monitors, Lenovo Laptops and parts at Contra Costa Regional Medical Center (CCRMC) and Health Centers, with no change in the original term of September 1, 2016 through August 31, 2018.

**FISCAL IMPACT:**

100% funding is included in the Hospital Enterprise Fund I Budget.

**BACKGROUND:**

Health Services Department Information Technology (IT) Unit currently owns Lenovo Tiny PC Systems, Lenovo laptops, monitors and other related Lenovo hardware. The Lenovo M900 Tiny PC is a custom configured, ultra slim chassis, designed to fit in at CCRMC and Health Centers' exam rooms. Lenovo laptops are used by medical staff in the field, nursing staff in our mobile health clinics, and IT staff in the field. All Lenovo hardware includes a 5 year warranty on parts, labor, imaging, and asset tagging. Pricing is fixed under Government NASPO Contract no: MNWNC-117.

**CONSEQUENCE OF NEGATIVE ACTION:**

If additional equipment is not purchased, it will directly affect CCRMC and Health Center staff using this technology to access medical record information.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: David Runt,  
925-335-8700

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Tasha Scott, Marcy Wilhelm, Renee Nunez



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 23, 2018

Subject: Contract #74-514-3 with Robin Wendy Asher, M.D.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute Contract #74-514-3 with Robin Wendy Asher, M.D., an individual, in an amount not to exceed \$199,680, to provide outpatient psychiatric care services to children and adolescents in central Contra Costa County, for the period from April 1, 2018 through March 31, 2019.

**FISCAL IMPACT:**

This contract is funded 50% by Federal Medi-Cal and 50% by Mental Health Realignment. (No rate increase)

**BACKGROUND:**

On February 7, 2017, the Board of Supervisors approved Contract #74-514-2 with Robin Wendy Asher, M.D., for the provision of outpatient psychiatric care services to children and adolescents in central Contra Costa County, for the period from April 1, 2017 through March 31, 2018. Approval of Contract #74-514-3 will allow the contractor to continue providing outpatient psychiatric services including assessment, treatment, and medication management for children and adolescents in central Contra Costa County, through March 31, 2019.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, the County's clients will not have access to the contractor's psychiatric care services.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Cynthia Belon,  
925-957-5201

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: L Walker , M Wilhelm



Contra  
Costa  
County

To: Board of Supervisors  
From: Jeff Carman, Chief, Contra Costa County Fire Protection District  
Date: January 23, 2018

Subject: Fire Apparatus Acquisition and Lease-Purchase Program

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**RECOMMENDATION(S):**

1. APPROVE and AUTHORIZE the Fire Chief, or his designee, to execute a purchase contract with Pierce Manufacturing, Inc. for the manufacture and sale of four (4) Type I fire engines and one (1) 100-foot aerial ladder truck in an amount not to exceed \$3,900,000, including indemnity by the Fire District.
2. APPROVE and AUTHORIZE the Fire Chief, or his designee, to execute the fourth lease schedule to Master Lease Agreement with PNC Equipment Finance, LLC for an amount not to exceed \$4,600,000, including finance charges, with annual payments not to exceed \$460,000 and a term not to exceed 10 years for the lease-purchase of the Pierce fire engines and ladder truck.
3. APPROVE and AUTHORIZE the Fire Chief, or his designee, to execute a three party agreement among PNC Equipment Finance, LLC, Pierce Manufacturing, Inc., and the Fire District regarding delivery of the engines and initiation of the lease.

**FISCAL IMPACT:**

The proposed order of five fire apparatus is valued at approximately \$3,900,000,

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Aaron McAlister, Asst Fire  
Chief (925) 941-3503

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

### FISCAL IMPACT: (CONT'D)

including sales tax and all associated charges. The purchase price for the five fire apparatus will be paid by PNC Equipment Finance, LLC under the Master Lease Agreement.

The first payment in this lease schedule will be due in August 2018 and will be included in the District's FY 2018-19 recommended budget. The annual payment amount will be approximately \$453,500 and the lease schedule term is ten years. The total cost of financing will not exceed \$710,000. The annual interest rate is 3.5%. This rate is higher than in previous lease-purchase schedules in the MLA due to the elimination of tax exempt municipal financing.

### BACKGROUND:

On December 9, 2014, the Board approved and authorized the Fire Chief to enter into a Master Lease Agreement with PNC Equipment Finance, LLC ("PNC"), and on December 23, 2014, the Contra Costa County Fire Protection District ("District") entered into the Master Lease Agreement (the "MLA") with PNC. The MLA was used in 2014 and 2015 to finance the purchase of engines and ladder trucks from Pierce Manufacturing.

The District now desires to finance the purchase of additional apparatus from Pierce by entering into a fourth lease schedule to the MLA.

While the District has made significant capital purchases of fire apparatus in recent years, the need exists to continue replacement of front line engine and trucks. As the District has re-opened closed stations and projects to re-open additional stations, the demand for an expanded Type 1 engines fleet has increased.

The District has a fleet of 35 Type I engines. Those engines are distributed as 21 frontline engines for primary response, two cross-staffed engines at fire stations staffed with aerial apparatus, and 11 reserve and training engines. The average age of the Type I engine fleet is 9.28 years. All engine 10 years and older average over 100,000 miles.

The four engine targeted for replacement exceed 125,000 miles. The District spends a tremendous amount of resources in terms of time and dollars maintaining older, high mileage apparatus. In fact, one of these older engines targeted for replacement suffered a catastrophic motor failure while responding to Southern California on a mutual aid response.

The District has a fleet of nine aerial apparatus. Four are "quint" apparatus, which are ladder trucks equipped with a fire pump, hose, and water. Five aerial apparatus are "truck" apparatus that do not have water, a pump, or hose. These aerial apparatus are distributed as five frontline aerals for primary response and four spares. The average age of the quint fleet is now just over 15 years. Adding one additional aerial apparatus will allow the District to remove from service a 75-foot ladder that does not have the same capability of all other aerial apparatus and place a 2012 aerial into reserve status in order to extend its lifespan.

The National Fire Protection Association (NFPA) Standard 1901 (Standard for Automotive Fire Apparatus) and 1911 (Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus) both recommend front-line apparatus be retired into a reserve status after 15 years of service. This is primarily for safety reasons. Older apparatus do not afford firefighters the same level of safety as modern apparatus due to cab designs, inherent safety features incorporated into modern fire apparatus design such as airbags, modern braking systems, and other considerations. The standards further recommend that all reserve apparatus be removed from service after no more than 25 years of total service. The standards comment on high use, mileage, and other factors as additional determinants to retire front-line apparatus sooner than 15 years.

In our District the high use and mileage of our front-line apparatus suggest retirement sooner than 15 years.

The acquisition of the apparatus in this order will accomplish several objectives. The new apparatus will have a direct and immediate impact on our ability to provide increased reliability for emergency response, as compared to our existing fleet, with reduced out-of-service time for maintenance and repairs. The new apparatus will have a

direct and immediate impact on reducing our maintenance costs now and into the future as a result of not only the age of the apparatus but also the quality of apparatus being acquired. The new apparatus will enable the Fire District to comply with the recommendations of NFPA 1901 and 1911, increasing firefighter safety and fleet reliability.

This additional investment in capital, on an annual basis, over the next ten years will enable the District to take another significant step forward in meeting one of the recommendations of the Fitch study, which identified the need to invest at least 4% of our budget into facilities and equipment each year. The need for safe, reliable, and modern fire apparatus is paramount to fulfilling the mission of the District.

The funds needed for this lease-purchase schedule have been considered in future year budget planning. The annual payments represent less than half of one percent of the District's annual General Fund budget. The lease-purchase agreement allows the District to acquire a moderate order of apparatus with payments spread out over 10 years. The District has used this type of financing arrangement in the past for large orders of apparatus.

The District relies on a diverse fleet of engine, truck, quint, squad, and rescue vehicles to fulfill our mission of providing safe, reliable, and efficient emergency services. This order will replace approximately 29% of our frontline engines and 20% of our frontline aerial apparatus.

If approved, new fire apparatus will begin arriving in January 2019 and will be in service shortly after delivery to stations throughout the District. Older apparatus will be removed from service or placed in reserve status. The integration of new apparatus into the fleet and the subsequent removal of older apparatus from frontline service will have a positive impact on reducing maintenance and repair costs, which will assist in offsetting a portion of the annual lease-purchase payments.

Under the three party agreement, if Pierce does not deliver an engine to Golden State Fire Apparatus (GSFA) within the time set forth in the purchase contract between GSFA and the Fire District, Pierce will make certain payments under the lease.

Under the purchase contract, the Fire District shall indemnify GSFA for losses arising out of the Fire District's use of the engines after delivery.

#### CONSEQUENCE OF NEGATIVE ACTION:

The District will not be able to acquire this new apparatus. The current age and condition of the fleet will continue to deteriorate and negatively impact our ability to provide safe, reliable, and effective emergency response. Maintenance costs would continue to increase having an adverse impact on the operational budget. Increases in out-of-service time for fire crews will increase as a result of mechanical breakdowns.

#### ATTACHMENTS

Pierce Engine Proposal

Pierce Engine Drawing

Pierce Ladder Truck Proposal

Pierce Ladder Truck Drawing



## **GOLDEN STATE**

FIRE APPARATUS

**PROPOSAL PREPARED FOR**  
**Contra Costa County Fire District**  
Pierce Manufacturing, Inc.  
Velocity 1500 GPM Pumpers  
HGAC FS12-17, Product Code TC06  
November 2, 2017

**SALES CONSULTANT**  
**Ryan Wright**  
**Golden State Fire Apparatus, Inc.**  
7400 Reese Road  
Sacramento, CA 95828  
916.330.1638 Office  
916.613.3809 Cell  
[ryan@goldenstatefire.com](mailto:ryan@goldenstatefire.com)

**PARTS, SERVICE & SUPPORT**  
**Golden State Emergency Vehicle Service, Inc.**  
7400 Reese Road  
Sacramento, CA 95828  
916.330.1638 Office  
[parts@goldenstatefire.com](mailto:parts@goldenstatefire.com)



## FIRE APPARATUS

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



### PROPOSAL PREPARED FOR:

**Contra Costa County Fire District**  
2010 Geary Road  
Pleasant Hill, CA 94523

Submitted Date:	November 2, 2017
Proposal Number:	91102-17P
Expiration Date:	January 31, 2018
Sales Consultant:	Ryan Wright

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the CONTRA COSTA COUNTY FIRE DISTRICT, hereinafter called "Customer" and an officer of Golden State Fire Apparatus, Inc., hereinafter called "GSFA", the following fire apparatus and equipment, hereinafter called "Product":

1	Description	QTY	Unit Price
A	Four (4) Pierce Manufacturing, Inc. Velocity 1500 GPM Pumps	1	2,720,196.00
B	Discount for HGAC contract FS12-17, Product Code TC06	1	(140,196.00)
C	Discount For 100% Pre-Payment at Time of Order	1	(102,922.00)
SUBTOTAL			2,477,078.00
State Sales Tax @ 8.75%			216,744.33
GRAND TOTAL			2,693,822.33



### PROPOSAL SUMMARY

This proposal includes the following items in accordance with the specifications hereto attached:

- Fire apparatus and equipment
- 100% performance bond
- Factory final inspection trip
- Factory midpoint inspection trip
- Pre-delivery inspection/services by GSFA
- Delivery to GSFA service center in Sacramento
- Final delivery from service center to Customer
- Demonstration and familiarization of the Product
- California Tire Fee

### PRODUCT COMPLETION

Product shall be built in accordance with the specifications hereto attached, delays due to acts of God, strikes, war, or intentional conflict, failures to obtain chassis, materials, unusual weather conditions or other causes beyond GSFA's control not preventing, within approximately **365 CALENDAR DAYS** after receipt of this order and the acceptance thereof at our Sacramento, California office. Within thirty (30) calendar days after receipt of this order and acceptance thereof, GSFA shall submit to Customer a production schedule including tentative pre-construction conference, final inspection and final delivery dates.

### DELIVERY LOCATION

Product shall be shipped in accordance with the specifications hereto attached and be delivered to you at **CONCORD, CALIFORNIA**. Proof of insurance must be demonstrated by the Customer to GSFA prior to transferring of the Product(s).



## TERMS AND CONDITIONS

**1. Payment Terms, 100% Pre-Payment at Time of Order** – If applicable, Customer shall pay the Grand Total within fifteen (15) calendar days of date on invoice to GSFA. Proposed delivery timeframe for the Product shall not begin until full payment is received. If payment is late, a daily finance charge of \$250.00 may be added to the final invoice until such payment is received. If payment is not made, \$102,922.00 plus state sales tax shall be added to the final invoice and due GSFA at time of delivery. Due to insurance liability, the Product(s) will not be left at the Customer's location without full acceptance and payment or prior written agreement between the Customer and GSFA.

**2. Multiple Unit Purchase** – If applicable, for any multiple unit purchase the Grand Total pricing is only valid if the quantity of Products being proposed are purchased at the same time, on the same Purchase Order (PO) or signed contract.

**3. State Sales Tax** – A sale occurs when the Customer takes title to or possession of an item (not when payment is received by GSFA). Consequently, this proposal is subject to the applicable state sales tax rate in effect when the Product is delivered to the Customer per the delivery terms. Customer is responsible for payment of any additional taxes required, likewise Customer is entitled to a refund if the tax rate is lowered!

**4. Purchase Orders** – If the Customer elects to issue a Purchase Order (PO) it shall be made out to: Golden State Fire Apparatus, Inc. – 7400 Reese Road – Sacramento, CA 95828.

**5. Proposal Expiration** – Unless accepted by the expiration date above, GSFA reserves the right to withdraw this proposal.

**6. Cancellation/Termination** – In the event this proposal is accepted and a signed Purchase Order (PO) or signed contract is issued and then cancelled or terminated by Customer before completion, GSFA may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by GSFA; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 50% of the Purchase Price upon any material requisition. The cancellation fee shall increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. GSFA endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, the Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by GSFA upon sale of the Product to another purchaser, plus any costs incurred by GSFA to conduct any such sale.

**7. Stock / Demo Units** – If applicable, all stock/demo units are available for sale on an as is, first come and first served basis. The first Customer to issue a signed Purchase Order (PO) or signed contract shall obtain the Product!

**8. Proposal Acceptance Statement** – To ensure the above stated terms and conditions of this proposal and the specifications hereto attached are understood and adhered to, GSFA requires an authorized individual from the Customer to sign and date this proposal and include it with any Purchase Order (PO). Upon signing of this proposal, the stated terms and conditions of this proposal and the specifications hereto attached shall be considered binding and accepted by the Customer. No additional terms or conditions shall be binding upon GSFA unless agreed to in writing and signed by a duly authorized officer of GSFA. The terms and acceptance of this proposal shall be governed by the laws of the State of California.

Thank you for allowing Golden State Fire Apparatus, Inc. the opportunity to provide this proposal. If you have any questions regarding the options presented or need additional options please contact me.

Sincerely,



Ryan Wright  
Golden State Fire Apparatus, Inc.

I, \_\_\_\_\_, the authorized representative of CONTRA COSTA COUNTY FIRE DISTRICT, agree to purchase the proposed Product(s) and agree to the terms and conditions of this proposal and the specifications hereto attached.

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

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

Golden State Fire Apparatus Inc. is pleased to submit a proposal to Contra Costa County Fire Department for four (4) **Pierce® Triple Combination Pumpers** per your request for quotation. The following paragraphs will describe in detail the apparatus, construction methods, and equipment proposed. This proposal will indicate size, type, model and make of components parts and equipment, providing proof of compliance with each and every item (except where noted) in the departments advertised specifications.

PIERCE MANUFACTURING was founded in 1913. Since then we have been building bodies with one philosophy, "BUILD THE FINEST". Our skilled craftsmen take pride in their work, which is reflected, in the final product. We have been building fire apparatus since the early "forties" giving Pierce Manufacturing over 60 years of experience in the fire apparatus market. Pierce Manufacturing has built and put into service more than 51,000 apparatus, including more than 27,000 on Pierce custom chassis designed and built specifically for fire and emergency applications. Our Appleton, Wisconsin facility has over 757,000 total square feet of floor space situated on approximately 97 acres of land. Our Bradenton, Florida facility has 300,000 square feet of floor space situated on approximately 38 acres of land.

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

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

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

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

### **GENERAL DESIGN AND CONSTRUCTION**

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

### **QUALITY AND WORKMANSHIP**

Pierce has set the pace for quality and workmanship in the fire apparatus field. Our tradition of building the highest quality units with craftsmen second to none has been the rule right from the beginning and

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

we demonstrate that ongoing commitment by: Ensuring all steel welding follows American Welding Society D1.1-2004 recommendations for structural steel welding. All aluminum welding follows American Welding society and ANSI D1.2-2003 requirements for structural welding of aluminum. All sheet metal welding follows American welding Society B2.1-2000 requirements for structural welding of sheet metal. Our flux core arc welding uses alloy rods, type 7000 and is performed to American Welding Society standards A5.20-E70T1. Furthermore, all employees classified as welders are tested and certified to meet the American welding Society codes upon hire and every three (3) years thereafter. Pierce also employs and American Welding Society certified welding inspector in plant during working hours to monitor weld quality.

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

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

To demonstrate the quality of our products and services, a list of at least ten (10) fire departments/municipalities that have purchased vehicles for a second time is provided.

### **DELIVERY**

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

The specifications herein contained will form a part of the final contract and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications. Any increased costs incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above.

Unless accepted within 30 days from date, the right is reserved to withdraw this proposition.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumpers*  
November 2, 2017 (Quote Number 91102-17P)

## **MANUAL AND SERVICE INFORMATION**

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

## **SAFETY VIDEO**

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

## **PERFORMANCE TESTS**

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

## **SERVICE AND WARRANTY SUPPORT**

Pierce dealership support will be provided by Golden State Fire Apparatus Inc. by operating a Pierce authorized service center. The service center will have factory-trained mechanics on staff versed in Pierce fire apparatus. The service facility will be located within one hundred fifty (150) miles of the fire department.

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

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

As a Pierce customer you have the ability to view the complete bill of materials for your specific apparatus, including assembly drawings, piece part drawings, and beneficial parts notations. You will also have the ability to search the complete Pierce item master through a parts search function which offers all Pierce SKU's and descriptions offered on all Pierce apparatus. Published component catalogs,

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

which include proprietary systems along with an extensive operators manual library is available for easy reference.

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

### **COMMERCIAL GENERAL LIABILITY INSURANCE**

Certification of insurance coverage will be enclosed.

### **SINGLE SOURCE MANUFACTURER**

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

Your apparatus will be manufactured in Appleton, Wisconsin.

### **NFPA 2016 STANDARDS**

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

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

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

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

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

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

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

### **NFPA COMPLIANCY**

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

### **VEHICLE INSPECTION PROGRAM CERTIFICATION**

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

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

### **PUMP TEST**

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

### **INSPECTION TRIP(S)**

The bidder will provide two (2) factory inspection trip(s) for five (5) CCCFPD customer representative(s). The inspection trip(s) will be scheduled at times mutually agreed upon between the manufacturer's representative and the customer. All costs such as travel, lodging and meals will be the responsibility of the bidder.

### **AFTERMARKET SUPPORT WEBSITE**

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

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

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumpers*  
November 2, 2017 (Quote Number 91102-17P)

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

## **My Fleet Screen**

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

## **Parts Screens**

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

## **Warranty Screen**

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

## **My Reports Screens**

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

## **Technical Support Screens**

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

## **Training**

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

## **About Pierce**

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



# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers*

November 2, 2017 (Quote Number 91102-17P)

### **PERFORMANCE BOND, 1 YEAR**

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

Bidder and Bidder's surety agree that the Bond issued hereunder, whether expressly stated or not, also includes the surety's guarantee of the vehicle manufacturer's Basic One (1) Year Limited Warranty period included within this proposal. Owner agrees that the penal amount of this bond will be simultaneously amended to 25 percent of the total contract amount upon satisfactory acceptance and delivery of the vehicle(s) included herein. Notwithstanding anything contained within this contract to the contrary, the surety's liability for any warranties of any type will not exceed one (1) year from the date of such satisfactory acceptance and delivery, or the actual Basic One (1) Year Limited Warranty period, whichever is shorter.

### **APPROVAL DRAWING**

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

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

### **VELOCITY CHASSIS**

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

### **MAXIMUM OVERALL HEIGHT**

The maximum overall height of the apparatus will be 9' - 8.00".

### **MAXIMUM OVERALL LENGTH**

The maximum overall length of the apparatus will be 30' - 6.00".

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumpers*  
November 2, 2017 (Quote Number 91102-17P)

## **WHEELBASE**

The wheelbase of the vehicle will be 184.50".

## **GVW RATING**

The gross vehicle weight rating will be 43,500 lbs.

## **FRAME**

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

## **FRONT NON DRIVE AXLE**

The Oshkosh TAK-4® front axle will be of the independent suspension design with a ground rating of 19,500 lb.

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

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

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

There will be nine (9) grease fittings supplied, one (1) on each control arm pivot and one (1) on the steering gear extension.

The upper control arm will be shorter than the lower arm so that wheel end geometry provides positive camber when deflected below rated load and negative camber above rated load.

Camber at load will be 0 degrees for optimum tire life.

The ball joint bearing will be of low friction design and be maintenance free.

Toe links that are adjustable for alignment of the wheel to the center of the chassis will be provided.

The wheel ends must have little to no bump steer when the chassis encounters a hole or obstacle.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumps* November 2, 2017 (Quote Number 91102-17P)

The steering linkage will provide proper steering angles for the inside and outside wheel, based on the vehicle wheelbase.

The axle will have a third party certified turning angle of 45 degrees. Front discharge, front suction, or aluminum wheels will not infringe on this cramp angle.

### **FRONT SUSPENSION**

Front Oshkosh TAK-4™ independent suspension will be provided with a minimum ground rating of 19,500 lb.

The independent suspension system will be designed to provide maximum ride comfort. The design will allow the vehicle to travel at highway speeds over improved road surfaces and at moderate speeds over rough terrain with minimal transfer of road shock and vibration to the vehicle's crew compartment.

Each wheel will have torsion bar type spring. In addition, each front wheel end will also have energy absorbing jounce bumpers to prevent bottoming of the suspension.

The suspension design will be such that there is at least 10.00" of total wheel travel and a minimum of 3.75" before suspension bottoms.

The torsion bar anchor lock system allows for simple lean adjustments, without the use of shims. One can adjust for a lean within fifteen minutes per side. Anchor adjustment design is such that it allows for ride height adjustment on each side.

The independent suspension was put through a durability test that simulated 140,000 miles of inner city driving.

### **FRONT SHOCK ABSORBERS**

KONI heavy-duty telescoping shock absorbers will be provided on the front suspension.

### **FRONT OIL SEALS**

Oil seals with viewing window will be provided on the front axle.

### **FRONT TIRES**

Front tires will be Goodyear® 315/80R22.50 radials, 20 ply G289 WHA tread, rated for 20,400 lb maximum axle load and 68 mph maximum speed.

The tires will be mounted on Alcoa 22.50" x 9.00" polished aluminum disc wheels with a ten (10) stud, 11.25" bolt circle.

### **REAR AXLE**

The rear axle will be a Meritor™, Model RS-24-160, with a capacity of 24,000 lb.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumpers*  
November 2, 2017 (Quote Number 91102-17P)

## **TOP SPEED OF VEHICLE**

A rear axle ratio will be furnished to allow the vehicle to reach a top speed of 68 mph.

## **REAR SUSPENSION**

Rear suspension will be a Hendrickson FMX 242 EX, air ride with a ground rating of 24,000 lb. The suspension will have the following features:

- Heavy-duty shock absorbers to protect air springs from overextension
- Heavy-duty torque rods and bushings
- Premium, heavy-duty rubber bushings require no lubrication
- Integrated stabilizer design results in greater stability
- Low spring rate air springs for excellent ride quality
- Dual height control valves to maintain level vehicle from side to side

## **REAR OIL SEALS**

Oil seals will be provided on the rear axle(s).

## **REAR AXLE DRAIN PLUG**

The rear axle drain plug will be magnetic.

## **REAR AIR RIDE SUSPENSION DUMP VALVES**

The rear air ride suspension will be supplied with a dump valve system provided by the custom chassis manufacturer.

The control will be located inside the cab and at the pump panel.

To prevent accidental activation of the valves, a 5 second timed delay will be built into the control circuit. The chassis back-up alarm will sound when the control is active.

The parking brake must be applied before the control will be active. Release of the parking brake will automatically inflate the suspension.

## **REAR TIRES**

Rear tires will be four (4) Goodyear 12R22.50 radials, load range H, Endurance RSA highway tread, rated for 27,120 lb maximum axle load and 75 mph maximum speed.

The tires will be mounted on Alcoa 22.50" x 8.25" polished aluminum disc wheels with a ten (10) stud 11.25" bolt circle.

## **TIRE BALANCE**

All tires will be balanced with Counteract balancing beads. The beads will be inserted into the tire and eliminate the need for wheel weights.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumpers*  
November 2, 2017 (Quote Number 91102-17P)

## **FRONT HUB COVERS**

Stainless steel hub covers will be provided on the front axle. An oil level viewing window will be provided.

## **REAR HUB COVERS**

A pair of stainless steel high hat hub covers will be provided on rear axle hubs.

## **LUG NUT COVERS**

Stainless steel lug nut covers will be installed on all lug nuts.

## **MUD FLAPS**

Mud flaps with a Pierce logo will be installed behind the front and rear wheels.

## **STABILIZER SYSTEM (REAR VALVE STEMS)**

A valve stem stabilizer system will be provided on the rear duals.

## **WHEEL CHOCKS**

There will be one (1) pair of folding Ziamatic, Model SAC-44-E, aluminum alloy, Quick-Choc wheel blocks, with easy-grip handle provided.

## **WHEEL CHOCK BRACKETS**

There will be one (1) pair of Zico, Model SQCH-44-H, horizontal mounting wheel chock brackets provided for the Ziamatic, Model SAC-44-E, folding wheel chocks. The brackets will be made of aluminum and consist of a quick release spring loaded rod to hold the wheel chocks in place. The brackets will be mounted forward of the left side rear tire and rearward of the left side rear tire.

## **ANTI-LOCK BRAKE SYSTEM**

The vehicle will be equipped with a Meritor WABCO 4S4M, anti-lock braking system. The ABS will provide a 4-channel anti-lock braking control on both the front and rear wheels. A digitally controlled system that utilizes microprocessor technology will control the anti-lock braking system. Each wheel will be monitored by the system. When any particular wheel begins to lockup, a signal will be sent to the control unit. This control unit then will reduce the braking of that wheel for a fraction of a second and then reapply the brake. This anti-lock brake system will eliminate the lockup of any wheel thus helping to prevent the apparatus from skidding out of control.

## **BRAKES**

The service brake system will be full air type.

The front brakes will be Knorr/Bendix disc type with a 17.00" ventilated rotor for improved stopping distance.

The brake system will be certified, third party inspected, for improved stopping distance.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

The rear brakes will be Meritor™, Disc Plus, Model EX225, disc operated with automatic slack adjusters and a 17.00" ventilated rotor for improved stopping distance.

### **BRAKE SYSTEM AIR COMPRESSOR**

The air compressor will be a Cummins/WABCO with 18.7 cubic feet per minute output.

### **BRAKE SYSTEM**

The brake system will include:

- Bendix® dual brake treadle valve
- Heated automatic moisture ejector on air dryer
- Total air system capacity of 4,362 cubic inches
- Two (2) air pressure gauges with a red warning light and an audible alarm, that activates when air pressure falls below 60 psi
- Spring set parking brake system
- Parking brake operated by a push-pull style control valve
- A parking "brake on" indicator light on instrument panel
- Park brake relay/inversion and anti-compounding valve, in conjunction with a double check valve system, with an automatic spring brake application at 40 psi
- A pressure protection valve to prevent all air operated accessories from drawing air from the air system when the system pressure drops below 80 psi (550 kPa)
- 1/4 turn drain valve on each air tank

The air tank will be primed and painted to meet a minimum 750 hour salt spray test.

To reduce the effects of corrosion, the air tank will be mounted with stainless steel brackets.

- Bendix AD-9 air dryer, with heater and coalescing filter

### **BRAKE LINES**

Color-coded nylon brake lines will be provided. The lines will be wrapped in a heat protective loom in the chassis areas that are subject to excessive heat.

### **AIR OUTLET**

One (1) air outlet will be installed with a female coupling and shut off valve, located recessed in the driver side lower step well of cab. This system will tie into the "wet" tank of the brake system and include an 85 psi pressure protection valve in the outlet line to prevent the brake system from losing all air.

A mating male fitting will be provided with the loose equipment.

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

*Specifications for Four (4) Velocity Pumpers*  
November 2, 2017 (Quote Number 91102-17P)

## **AIR TANK MOUNTING**

Air tanks will be installed to maximize ground clearance. Smaller tanks may be required to allow for them to be mounted higher for increased ground clearance.

## **AIR TANK, ADDITIONAL**

An additional air tank with 1454 cubic inch displacement will be provided to increase the capacity of the main air brake system. This tank will be plumbed into the rear half of the brake system.

The air tank will be primed and painted to meet a minimum 750 hour spray test. To reduce the effects of corrosion, the air tank will be mounted with stainless steel brackets.

The output flow of the engine air compressor will vary with engine rpm. Full compressor output will only be achieved at governed engine speed. Engine speed will be limited by generators, pumps and other PTO driven options.

## **AIR TANK, SPECIAL LOCATION**

Due to space constraints, two (2) air tanks will be located one tank inside the PS frame rail under the water tank and one located inside the pump house high up on the far PS.

## **ALL WHEEL LOCK-UP**

An all wheel lock-up system will be installed which will apply air to the front brakes and use the spring brake at the rear. A control switch will be provided for the driver on the instrument panel.

The all wheel lock-up system will be operational only when the parking brake is applied, the truck transmission is in neutral and engine is running.

## **AIR LINE**

The air line from the air compressor governor to the air dryer will be stainless steel braid.

## **ENGINE**

The chassis will be powered by an electronically controlled engine as described below:

Make:	Cummins
Model:	ISX12
Power:	500 hp at 1800 rpm
Torque:	1645 lb-ft at 1200 rpm
Governed Speed:	2100 rpm
Emissions Level:	EPA 2016
Fuel:	Diesel
Cylinders:	Six (6)



# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

Displacement:	729 cubic inches (11.9L)
Starter:	Delco 39MT™
Fuel Filters:	Spin-on style primary filter with water separator and water-in-fuel sensor. Secondary spin-on style filter.

The engine will include On-board diagnostics (OBD), which provides self diagnostic and reporting. The system will give the owner or repair technician access to state of health information for various vehicle sub systems. The system will monitor vehicle systems, engine and after treatment. The system will illuminate a malfunction indicator light on the dash console if a problem is detected.

### **HIGH IDLE**

A high idle switch will be provided, inside the cab, on the instrument panel, that will automatically maintain a preset engine rpm. A switch will be installed, at the cab instrument panel, for activation/deactivation.

The high idle will be operational only when the parking brake is on and the truck transmission is in neutral. A green indicator light will be provided, adjacent to the switch. The light will illuminate when the above conditions are met. The light will be labeled "OK to Engage High Idle."

### **ENGINE BRAKE**

A Jacobs® engine brake is to be installed with the controls located on the instrument panel within easy reach of the driver.

The driver will be able to turn the engine brake system on/off and have a high, medium and low setting.

The engine brake will activate when the system is on and the throttle is released.

The high setting of the brake application will activate and work simultaneously with the variable geometry turbo (VGT) provided on the engine.

The engine brake will be installed in such a manner that when the engine brake is slowing the vehicle the brake lights are activated.

The ABS system will automatically disengage the auxiliary braking device, when required.

### **CLUTCH FAN**

A Horton® fan clutch will be provided. The fan clutch will be automatic when the pump transmission is in "Road" position, and fully engaged in "Pump" position.

### **ENGINE AIR INTAKE**

An air intake with an ember separator (to prevent road dirt, burning embers, and recirculating hot air from entering the engine) will be mounted at the front of the apparatus, on the passenger side of the

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers*

November 2, 2017 (Quote Number 91102-17P)

engine. The ember separator will be mounted in the air intake with flame retardant, roto-molded polyethylene housing. It will be easily accessible by the hinged access panel at the front of the vehicle.

### **EXHAUST SYSTEM**

The exhaust system will include a diesel particulate filter (DPF) and a selective catalytic reduction (SCR) device to meet current EPA standards. The exhaust system will be stainless steel from the turbo to the inlet of the SCR device and will be 5.00" in diameter. An insulation wrap will be provided on all exhaust pipes between the turbo and SCR to minimize the transfer of heat to the cab. The exhaust will terminate horizontally ahead of the right side rear wheels. A tailpipe diffuser will be provided to reduce the temperature of the exhaust as it exits. Heat deflector shields will be provided to isolate chassis and body components from the heat of the tailpipe diffuser.

### **EXHAUST MODIFICATION**

The exhaust pipe will be 90 degrees to the body.

The diffuser will be reduced to 5.00" in the center to accommodate the fire department's air recovery system. The 5.00" extension pipe coming out of the end of the diffuser will be flush with the body rub rail. There will be a minimum of 4.00" clearance between the top of the 5.00" extension and the bottom of the body.

There will be a minimum of 2.50" from the exhaust pipe to the under side of the body heat shield. The last 7.00" of the exhaust will be free of hangers and/or clamps.

### **EXHAUST MODIFICATION**

The exhaust pipe will be brought out from under the body at a 35 degree angle to the rear.

The diffuser will not be cut straight to the body, and the outer edge will be flush with the body rubrail. There will be a minimum of 2.50" from the exhaust pipe to the under side of the body heat shield. The last 7.00" of the exhaust will be free of hangers and/or clamps.

### **RADIATOR**

The radiator and the complete cooling system will meet or exceed NFPA and engine manufacturer cooling system standards.

For maximum corrosion resistance and cooling performance, the entire radiator core will be constructed using long life aluminum alloy. The core will be made of aluminum fins, having a serpentine design, brazed to aluminum tubes. The tubes will be brazed to aluminum headers. No solder joints or leaded material of any kind will be acceptable in the core assembly. The radiator core will have a minimum frontal area of 1434 square inches. Supply tank made of glass-reinforced nylon and a return tank of cast aluminum alloy shall be crimped on to the core assembly using header tabs and a compression gasket to complete the radiator core assembly. The radiator will be compatible with commercial antifreeze solutions.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

There will be a full steel frame around the entire radiator core assembly. The radiator core assembly will be isolated within the steel frame by rubber inserts to enhance cooling system durability and reliability. The radiator will be mounted in such a manner as to prevent the development of leaks caused by twisting or straining when the apparatus operates over uneven ground. The radiator assembly will be isolated from the chassis frame rails with rubber isolators.

The radiator assembly will include an integral deaeration tank permanently mounted to the top of the radiator framework, with a readily accessible remote-mounted overflow tank. For visual coolant level inspection, the radiator will have a built-in sight glass. The radiator will be equipped with a 15 psi pressure relief cap.

A drain port will be located at the lowest point of the cooling system and/or the bottom of the radiator to permit complete flushing of the coolant from the system.

A heavy-duty fan will draw in fresh, cool air through the radiator. Shields or baffles will be provided to prevent recirculation of hot air to the inlet side of the radiator.

### **COOLANT LINES**

Gates® silicone hoses will be used for all engine/heater coolant lines installed by the chassis manufacturer.

The chassis manufacturer will also use Gates brand hose on other heater, defroster and auxiliary coolant circuits. There will be some areas in which an appropriate Gates product is not available. In those instances, a comparable silicone hose from another manufacturer will be used.

Hose clamps will be stainless steel "constant torque type" to prevent coolant leakage. They will react to temperature changes in the cooling system and expand or contract accordingly while maintaining a constant clamping pressure on the hose.

### **FUEL TANK**

A 50 gallon fuel tank will be provided and mounted at rear of chassis. The tank will be constructed of 12-gauge, hot rolled steel. It will be equipped with swash partitions and a vent. To eliminate the effects of corrosion, the fuel tank will be mounted with stainless steel straps.

A .75" drain plug will be provided in a low point of the tank for drainage.

A fill inlet will be located on the left hand and right hand side of the body and be covered with a hinged, spring loaded, stainless steel door that is marked "Ultra Low Sulfur - Diesel Fuel Only".

A .50" diameter vent will be provided running from top of tank to just below fuel fill inlets.

The tank will meet all FHWA 393.67 requirements including a fill capacity of 95 percent of tank volume.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

Servicing the fuel tank pick-up tubes and fuel gauge sending unit will be capable of being accomplished by draining fuel and dropping tank.

All fuel lines will be provided as recommended by the engine manufacturer.

### **DIESEL EXHAUST FLUID TANK**

A 4.5 gallon diesel exhaust fluid (DEF) tank will be provided and mounted in the driver's side body forward of the rear axle.

A 0.50" drain plug will be provided in a low point of the tank for drainage.

A fill inlet will be provided and marked "Diesel Exhaust Fluid Only". The fill inlet will be located below the air bottle storage behind a common door on the driver side of the vehicle.

The tank will meet the engine manufacturers requirement for 10 percent expansion space in the event of tank freezing.

The tank will include an integrated heater unit that utilizes engine coolant to thaw the DEF in the event of freezing.

### **AUXILIARY FUEL PUMP**

An auxiliary electric fuel pump will be added to the fuel line for re priming the engine. A switch to operate the pump will be located in the engine compartment, close to the fuel filter - add a half moon protective guard for this switch. The switch shall be properly labeled.

### **FUEL SHUTOFF**

A fuel line shutoff valve will be installed on both the inlet and outlet of the primary fuel filter.

### **FUEL COOLER**

An air to fuel cooler will be installed in the engine fuel return line.

### **DEF GAUGE, ADDITIONAL**

An additional DEF gauge will be provided behind the door where the DEF fill neck is (customer wants to be able to view this gauge when filling the tank however the gauge is not to be visible from outside the vehicle) for monitoring the chassis DEF level. The gauge will be durable for both inside and outside element use.

### **FUEL DOOR LABEL**

two (2) fuel fill label(s), "Ultra Low Sulfur Diesel Fuel Only" will be provided on the inside of the fuel fill door.

### **LABEL, DEF DOOR**

A label, reading "DEF Fluid Only" will be provided next to the fill cap on the inside of the door.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumpers*  
November 2, 2017 (Quote Number 91102-17P)

## **FUEL SEPARATOR**

The engine will be equipped with a Racor in-line spin-on fuel and water separator in addition to the engine fuel filters.

## **TRANSMISSION**

An Allison 5th generation, Model EVS 4000P, electronic, torque converting, automatic transmission will be provided.

The transmission will be equipped with prognostics to monitor oil life, filter life, and transmission health. A wrench icon on the shift selector's digital display will indicate when service is due.

Two (2) PTO openings will be located on left side and top of converter housing (positions 8 o'clock and 1 o'clock).

A transmission temperature gauge with red light and buzzer will be installed on the cab instrument panel.

## **TRANSMISSION SHIFTER**

A five (5)-speed push button shift module will be mounted to right of driver on console. Shift position indicator will be indirectly lit for after dark operation.

The transmission ratio will be: 1st - 3.51 to 1.00, 2nd - 1.91 to 1.00, 3rd - 1.43 to 1.00, 4th - 1.00 to 1.00, 5th - 0.74 to 1.00, R - 4.80 to 1.00.

## **TRANSMISSION COOLER**

A Modine plate and fin transmission oil cooler will be provided using engine coolant to control the transmission oil temperature.

## **DOWNSHIFT MODE (W/ENGINE BRAKE)**

The transmission will be provided with an aggressive downshift mode.

This will provided earlier transmission downshifts to 2nd gear, resulting in improved engine braking performance.

## **TRANSMISSION FLUID**

The transmission will be provided with TranSynd heavy duty synthetic transmission fluid.

## **DRIVELINE**

Drivelines will be a heavy-duty metal tube and be equipped with Spicer® 1810 universal joints.

The shafts will be dynamically balanced before installation.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

A splined slip joint will be provided in each driveshaft. The slip joint will be coated with Glidecoat® or equivalent.

### **STEERING**

Dual Sheppard, Model M110, steering gears, with integral heavy-duty power steering, will be provided. For reduced system temperatures, the power steering will incorporate an air to oil cooler and an Eaton, Model VN20, hydraulic pump with integral pressure and flow control. All power steering lines will have wire braded lines with crimped fittings.

A tilt and telescopic steering column will be provided to improve fit for a broader range of driver configurations.

### **STEERING WHEEL**

The steering wheel will be 18.00" in diameter, have tilting and telescoping capabilities, and a 4-spoke design.

### **LOGO AND CUSTOMER DESIGNATION ON DASH**

The dash panel will have an emblem containing the Pierce logo and customer name. The emblem will have three (3) rows of text for the customer's department name. There will be a maximum of eight (8) characters in the first row, 11 characters in the second row and 11 characters in the third row.

The first row of text will be: CONTRA

The second row of text will be: COSTA

The third row of text will be: FIRE-RESCUE

### **TAG/LABEL**

The following three (3) tags or labels will be provided near the fill point of the following: Engine oil, Transmission fluid, Power Steering on the chassis or cab. The tag/label will be configured and read fluid specification : type and weight of fluid.

### **BUMPER**

A one piece bumper manufactured from .25" formed steel with a .38" bend radius will be provided. The bumper will be a minimum of 10.00" high with a 1.50" top and bottom flange, and will extend 13.00 " from the face of the cab. The bumper will be 102.00" wide with 45 degree corners and side plates. The bumper will be metal finished and painted job color.

To provide adequate support strength, the bumper will be mounted directly to the front of the C channel frame. The frame will be a bolted modular extension frame constructed of 50,000 psi tensile steel.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumpers*  
November 2, 2017 (Quote Number 91102-17P)

## **GRAVEL PAN**

A gravel pan, constructed of bright aluminum treadplate, will be furnished between the bumper and the cab face. The pan will be properly supported from the underside to prevent flexing and vibration.

Documentation will be provided, upon request to show that the options selected have been engineered for fit up and approval for this modular bumper extension. A chart will be provided to indicate the option locations and will include but not be limited to the following options: air horns, mechanical sirens, speakers, hose trays with hose capacities, winches, lights, discharge and suction connections.

## **CENTER HOSE TRAY**

A hose tray, constructed of aluminum, will be placed in the center of the bumper extension.

The tray will have a capacity of 75' of 1.75" double jacket cotton-polyester hose.

Black rubber grating will be provided at the bottom of the tray. Drain holes are also provided.

## **CENTER HOSE TRAY COVER**

A bright aluminum treadplate cover will be provided over the center hose tray.

The cover will be "notched" allowing the hose to be pre connected to hose connection.

The cover will be attached with a stainless steel hinge.

A D-ring latch will secure the cover in the closed position and a pneumatic stay arm will hold the cover in the open position.

## **LIFT AND TOW MOUNTS**

Mounted to the frame extension will be lift and tow mounts. The lift and tow mounts will be designed and positioned to adapt to certain tow truck lift systems.

The lift and tow mounts with eyes will be painted the same color as the frame.

## **TOW EYES**

Two (2) painted steel tow eyes will be installed under the bumper and attached to the front frame members. The tow eyes will be designed and positioned to allow up to a 6,000 lb straight horizontal pull in line with the centerline of the vehicle. The tow eyes will not be used for lifting of the apparatus.

The inner and outer edges of the tow eyes will have a .25" radius.

The tow eyes will be painted black.

## **LICENSE PLATE (MOUNTING HOLES)**

Four (4) mounting holes will be provided passenger's side of the front bumper for the customer to mount a license plate.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumps*  
November 2, 2017 (Quote Number 91102-17P)

## **HOSE TRAY TRIM**

There will be stainless steel 45 degree shaped trim installed under the front angle(s) of the bumper hose tray(s) to keep hose from catching on the angle for the cover.

The trim will be provided on one (1) bumper hose tray(s).

## **SWIVEL STOPS**

Installed on the front bumper extension will be one (1) sets of stainless steel rods to limit the travel of a front outlet or inlet swivel. Two (2) stainless steel rods, for each application, will be threaded into the bumper deck and mounted behind the front discharge .

## **RHINO COATING - FRONT BUMPER**

Protective black Rhino Linings® coating will be provided on the outside exterior of the top front bumper flange. It will not be sprayed on the underside of the flange.

The lining will be properly installed by an authorized Rhino Linings® dealer.

## **CAB**

The Velocity cab will be designed specifically for the fire service and will be manufactured by Pierce Manufacturing.

To provide quality at the source and single source customer support, the cab will be built by the apparatus manufacturer in a facility located on the manufacturer's premises.

For reasons of structural integrity and enhanced occupant protection, the cab will be of heavy duty design, constructed to the following minimal standards.

The cab will have 12 main vertical structural members located in the A-pillar (front cab corner posts), B-pillar (side center posts), C-pillar (rear corner posts) and rear wall areas. The A-pillar will be constructed of 0.25" heavy wall extrusions joined by a solid A356-T6 aluminum joint casting. The B-pillar and C-pillar will also be constructed from 0.25" heavy wall extrusions. The rear wall will be constructed of two (2) 4.00" x 2.00" outer aluminum extrusions and two (2) 3.00" x 2.00" inner aluminum extrusions. All main vertical structural members will run from the floor to 7.50" x 3.50" x 0.125" thick roof extrusions to provide a cage-like structure with the A-pillar and roof extrusions being welded into a 0.75" thick corner casting at each of the front corners of the roof assembly.

The front of the cab will be constructed of a 0.25" thick firewall, covered with a 0.125" front skin (for a total thickness of 0.38"), and reinforced with 24.50" wide x 10.00" deep x 0.50" thick supports on each side of the engine tunnel. The cross-cab support will be welded to the A-pillar, 0.25" firewall, and engine tunnel, on the left and right sides.



# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

The cab floors will be constructed of 0.1875" thick aluminum plate and reinforced at the firewall with an additional 0.25" thick cross-floor support providing a total thickness of 0.44" of structural material at the front floor area. The front floor area will also be supported with three (3) 0.50" plates bolted together that also provides the mounting point for the cab lift. This tubing will run from the front of the cab to the 0.1875" thick engine tunnel, creating the structure to support the forces created when lifting the cab.

The cab will be a full-tilt style. A 3-point cab mount system with rubber isolators will improve ride quality by isolating chassis vibrations from the cab.

The crew cab will be a totally enclosed design with the interior area completely open to improve visibility and verbal communication between the occupants.

The overall height (from the cab roof to the ground) will be approximately 102.00". The overall height listed will be calculated based on a truck configuration with the lowest suspension weight ratings, the smallest diameter tires for the suspension, no water weight, no loose equipment weight, and no personnel weight. Larger tires, wheels, and suspension will increase the overall height listed.

The cab will have an interior width of not less than 93.50". The driver and passenger seating positions will have a minimum 24.00" clear width at knee level.

To reduce injuries to occupants in the seated positions, proper head clearance will be provided. The floor-to-ceiling height inside the forward cab will be no less than 60.25". The floor-to-ceiling height inside the crew cab will be no less than 52.95" in the center position and 58.75" in the outboard positions.

The crew cab will measure a minimum of 57.50" from the rear wall to the backside of the engine tunnel (knee level) for optimal occupant legroom.

### **INTERIOR CAB INSULATION**

The cab walls, ceiling and engine tunnel will be insulated in all strategic locations to maximize acoustic absorption and thermal insulation. The cab will be insulated with 2.00" insulation in the rear wall, 3.00" insulation in the side walls, and 1.50" insulation in the ceiling.

### **FENDER LINERS**

Full-circular, aluminum inner fender liners in the wheel wells will be provided.

### **PANORAMIC WINDSHIELD**

A one (1)-piece, safety glass windshield with more than 2,802 square inches of clear viewing area will be provided. The windshield will be full width and will provide the occupants with a panoramic view. The windshield will consist of three (3) layers: the outer light, the middle safety laminate, and the inner light. The 0.114" thick outer light layer will provide superior chip resistance. The middle safety laminate layer will prevent the windshield glass pieces from detaching in the event of breakage. The

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers*

November 2, 2017 (Quote Number 91102-17P)

inner light will provide yet another chip resistant layer. The cab windshield will be bonded to the aluminum windshield frame using a urethane adhesive. A custom frit pattern will be applied on the outside perimeter of the windshield for a finished automotive appearance.

### **WINDSHIELD WIPERS**

Three (3) electric windshield wipers with a washer, in conformance with FMVSS and SAE requirements, will be provided. The wiper blades will be 21.65" long and together will clear a minimum of 1,783 square inches of the windshield for maximum visibility in inclement weather.

The windshield washer fluid reservoir will be located at the front of the vehicle and be accessible through the access hood for simple maintenance.

### **FAST SERVICE ACCESS FRONT TILT HOOD**

A full-width access hood will be provided for convenient access to engine coolant, steering fluid, wiper fluid, cab lift controls, headlight power modules, and ember separator. The hood will also provide complete access to the windshield wiper motor and components. The hood will be contoured to provide a sleek, automotive appearance. The hood will be constructed of two (2) fiberglass panels bonded together and will include reinforcing ribs for structural integrity. The hood will include air cylinders to hold the hood in open and closed positions, and a heavy duty latch system that will meet FMVSS 113 (Hood Latch System). The spring-loaded hood latch will be located at the center of the hood with a double-action release lever located behind the Pierce logo. The two (2)-step release requires the lever first be pulled to the driver side until the hood releases from the first latch (primary latch) then to the passenger side to fully release the hood (secondary latch).

### **ENGINE TUNNEL**

To provide structural strength, the engine tunnel sidewalls will be constructed of .50" aluminum plate that is welded to both the .25" firewall and .38" heavy wall extrusion under the crew cab floor. To maximize occupant space, the top edges will be tapered.

The engine tunnel will be insulated on both sides for thermal and acoustic absorption. The underside of the tunnel will be covered with 1.00" thick polyether foam that is reinforced with an aluminized face. Thermal rating for this insulation will be -40 degrees Fahrenheit to 300 degrees Fahrenheit. The insulation will keep noise (dBA) levels at or lower than the specifications in the current edition of the NFPA 1901 standards.

### **CAB REAR WALL EXTERIOR COVERING**

The exterior surface of the rear wall of the cab will be overlaid with bright aluminum treadplate except for areas that are not typically visible when the cab is lowered.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

### **CAB LIFT**

A hydraulic cab lift system will 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 hydraulic pump will have a backup manual override, for use in the event of an electrical failure.

The cab lift controls will be located at the driver side front of the cab, easily accessible under the full width front access hood. The controls will include a permanently mounted raise/lower switch. For enhanced visibility during cab tilt operations, a remote control tether with on/off switch will be supplied on a coiled cord that will extend from 2.00' (coiled) to 6.00' (extended).

The cab will be capable of tilting 42 degrees and 80 degrees with crane assist to accommodate engine maintenance and removal. The cab pivots will be located 46.00" apart to provide stability while tilting the cab.

The rear of the cab will be locked down by a two (2)-point, automatic, hydraulic, double hook mechanism that fully engages after the cab has been lowered (self-locking). The dual 2.25" diameter hydraulic cylinders will be equipped with a velocity fuse that protects the cab from accidentally descending when the cab is in the tilt position.

For increased safety, a redundant mechanical stay arm will be provided that must be manually put in place on the driver side between the chassis and cab frame when cab is in the raised position. This device will be manually stowed to its original position before the cab can be lowered.

### **Cab Lift Interlock**

The cab lift safety system will be interlocked to the parking brake. The cab tilt mechanism will be active only when the parking brake is set and the ignition switch is in the on position. If the parking brake is released, the cab tilt mechanism will be disabled.

### **CAB TILT CIRCUIT**

The cab tilt mechanism will be operational with the battery switch only and with parking brake set.

### **LOCKDOWN INDICATOR**

The "Do Not Move Truck" light and alarm will activate when the cab is not fully engaged into the lockdown latches.

### **GRILLE**

A bright finished aluminum mesh grille screen, inserted behind a formed bright finished grille surround, will be provided on the front center of the cab, and will serve as an air intake to the radiator.

### **DOOR JAMB SCUFFPLATES**

All cab door jambs will be furnished with a brushed stainless steel scuffplate, mounted on the striker side of the jamb.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumpers*  
November 2, 2017 (Quote Number 91102-17P)

## **SCUFFPLATES, REAR CAB CORNER GUARDS**

Both rear cab corners will be furnished with a full height, brushed stainless steel corner guard scuffplate. The guard will extend 1.00" from the corner to protect paint from damage when pulling items (such as booster hose) around the cab.

## **FRONT CAB TRIM**

A 10.00" band of 22 gauge brushed stainless steel trim will be installed across the front of the cab, from door hinge to door hinge. The trim band will be centered on the head lights and applied with two (2)-sided tape. A 0.625" self adhesive trim strip will be applied around the perimeter of the trim band.

There will be brushed stainless steel corner covers provided over the painted cab corner where the cab turn signals are located.

## **MIRRORS**

A Retractable Aerodynamic, Model 613295, dual vision, motorized, west coast style mirror with chrome finish will be mounted on each side of the front cab door with spring loaded retractable arms. The flat glass and convex glass will be adjustable with a remote control within reach of the driver.

## **CAB DOORS**

The forward cab and crew cab doors will be the half-height style door. To enhance entry and egress to the cab, the forward cab doors will be a minimum of 43.59" wide x 64.71" high. The crew cab doors will measure a minimum of 37.87" wide x 64.71" high.

The forward cab and crew cab doors will be constructed of extruded aluminum with a nominal material thickness of 0.125". The exterior door skins will be constructed from 0.090" aluminum.

The forward cab door windows will include a 7.50" high x 10.00" wide drop area at the front to enhance visibility.

A customized, vertical, pull-down type door handle will be provided on the exterior of each cab door. The exterior handle will be designed specifically for the fire service to prevent accidental activation, and will provide 4.00" wide x 2.00" deep hand clearance for ease of use with heavy gloved hands. Each door will also be provided with an interior flush, open style paddle handle that will be readily operable from fore and aft positions, and be designed to prevent accidental activation. The interior handles will provide 4.00" wide x 1.25" deep hand clearance for ease of use with heavy gloved hands.

The cab doors will be provided with both interior (rotary knob) and exterior (keyed) locks exceeding FMVSS standards. The keys will be Model 751. The locks will be capable of activating when the doors are open or closed. The doors will remain locked if locks are activated when the doors are opened, then closed.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers*

November 2, 2017 (Quote Number 91102-17P)

A full length, heavy duty, stainless steel, piano-type hinge with a 0.38" pin and 11 gauge leaf will be provided on all cab doors. There will be double automotive-type rubber seals around the perimeter of the door framing and door edges to ensure a weather-tight fit.

A chrome grab handle will be provided on the inside of each cab and crew cab door.

The cab steps at each cab door location will be located below the cab doors and will be exposed to the exterior of the cab.

### **CAB DOOR PANELS**

The inner cab door panels will be constructed out of brushed stainless steel. The cab door panels will be removable.

### **BLANK FACE PLATE**

Blank face plate/s will be provided, in place of standard storage pockets, within the overhead console.

### **ELECTRIC WINDOW CONTROLS**

Each cab entry door will be equipped with an electrically operated tempered glass window. A window control panel will be located on the door panel within easy reach of the respective occupant. Each switch will allow intermittent or auto down operation for ease of use. Auto down operation will be actuated by holding the window down switch for approximately 1 second. The driver control panel will contain a control switch for each cab door's window. All other door control panels will contain a single switch to operate the window within that door.

The window switches will be connected to the battery switch. The windows will only raise and lower when the battery switch is in the on position.

### **CAB STEPS**

The forward cab and crew cab access steps will be a full size two (2) step design to provide largest possible stepping surfaces for safe ingress and egress. The bottom steps will be designed with a grip pattern punched into bright aluminum treadplate material to provide support, slip resistance, and drainage. The bottom steps will be a bolt-in design to minimize repair costs should they need to be replaced. The forward cab steps will be a minimum 31.00" wide, and the crew cab steps will be 24.25" wide with an 8.00" minimum depth. The inside cab steps will not exceed 18.00" in height and be limited to two (2) steps. A slip-resistant handrail will be provided adjacent to each cab door opening to assist during cab ingress and egress.

### **STEP LIGHTS**

For reduced overall maintenance costs compared to incandescent lighting, there will be four (4) white LED step lights provided. The lights will be installed at each cab and crew cab door, one (1) per step. The lights will be located in the driver side front doorstep, driver side crew cab doorstep, passenger side front doorstep and passenger side crew cab doorstep.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15.00" x 15.00" square placed 10.00" below the light and a minimum of 1.5 fc covering an entire 30.00" x 30.00" square at the same 10.00" distance below the light.

The lights will be activated when the adjacent door is opened.

### **FENDER CROWNS**

Stainless steel fender crowns will be installed at the cab wheel openings.

### **HANDRAILS (ADDITIONAL)**

There will be one (1) handrail(s) provided rear surface of the PS rear facing EMS compt. Handrail is 16" long, mounted 5.50" up off of defroster and on far outboard edge of compt. (SEE PHOTOS FOR DETAILS). The handrail will be an anodized aluminum extrusion with a ribbed design to provide a positive gripping surface.

### **Window Tint**

The rollup window in the right side crew cab door will be tinted privacy dark gray.

### **Window Tint**

The rollup window in the left side crew cab door will be tinted privacy dark gray.

### **STORAGE COMPARTMENT**

Provided on each side of the cab, to the rear of the crew cab access doors, will be a storage compartment. The compartment will be divided into upper and lower sections by the cab floor. The upper section will be 9.50" wide x 13.12" high x 26.25" deep (driver side) and 24.00" deep (passenger side). The lower section on both sides will be 9.50" wide x 16.50" high x 22.00" deep. The compartment will extend from the bottom of the cab to top of the seat riser.

The compartment interior will be painted spatter gray.

A non-painted plate will be provided on the bottom of the driver side compartment to create a sweep out floor.

The doors will be a painted single pan construction with mini D-ring latches. A rubber covered bumper will be used as a door stop.

There will be four (4) white LED strip lights, one (1) horizontally mounted in each lower and upper exterior compartment. The lights will be controlled by an automatic door switch.

### **SCUFFPLATE**

A full-height brushed stainless steel scuffplate shall be installed on the inside of each of the extended cab compartment door pans.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumpers*  
November 2, 2017 (Quote Number 91102-17P)

## **CAB ROOF TREADPLATE**

The horizontal surface of the cab roof will be covered with bright aluminum embossed treadplate. The aluminum treadplate will be bonded to the cab and cover the full width and length of the cab. Edges will be properly caulked to prevent water from leaking under the aluminum.

No front or side warning lights, or any other auxiliary options, will be mounted on top of the treadplate. The treadplate will extend and terminate next to all objects mounted on the roof.

## **EXTERIOR VISOR**

The exterior sun visor will be a painted composite to match the job color. The five (5) forward facing marker lights will be mounted to the visor.

## **CAB ROOF DRIP RAIL**

For enhanced protection from inclement weather, a drip rail will be furnished on the sides of the cab. The drip rail will be constructed of bright polished extruded aluminum, and be bonded to the sides of the cab. The drip rail will extend the full length of the cab roof.

## **DOOR STOP CHAINS**

Chains to be supplied to keep the crew cab compartment doors from hitting the crew cab doors when opened. Doors will be set to open to 90 degrees.

## **WORK SURFACE**

There will be a work surface provided on the engine tunnel. The work surface will be cover the entire engine tunnel and will be constructed of .19" aluminum to allow the mounting of equipment. The work surface will be approximately 35.50" wide x 54.75" long, with a cutout for the driver side instrument panel. The work surface will start to the rear of the defroster inlet and continue horizontally to the flat portion at the rear of the engine tunnel. The work surface will drop to the lower flat portion of the engine tunnel and finish at the end of the engine tunnel. The lower portion of the work surface will be provided with a 3.00" lip. The work surface will be painted to match the cab interior.

## **CAB INTERIOR**

With safety as the primary objective, the wrap-around style cab instrument panel will be designed with unobstructed visibility to instrumentation. The dash layout will provide the driver with a quick reference to gauges that allows more time to focus on the road.

The center console will be a high impact ABS polymer and will be easily removable for access to the defroster. The center console will include louvers strategically located for optimal air flow and defrost capability to the windshield.

The passenger side dashboard will be constructed of painted aluminum for durability and low maintenance. For enhanced versatility, the passenger side dash will include a flat working surface.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

To provide optional (service friendly) control panels, switches and storage modules, a painted aluminum overhead console will also be provided.

To complete the cab front interior design, painted aluminum modesty panels will be provided under the dash on both sides of the cab. The driver side modesty panel will provide mounting for the battery switch and diagnostic connectors, while the passenger side modesty panel provides a glove box, and ground access to the main electrical distribution panel via quick quarter turn fasteners.

To provide a deluxe automotive interior, the engine tunnel, side walls and rear wall will be covered by a leather grain vinyl that is resistant to oil, grease, and mildew.

The headliner will be installed in both forward and rear cab sections. The headliner panel will be a composition of an aluminum panel covered with a sound barrier and upholstery.

The cab structure will include designated raceways for electrical harness routing from the front of the cab to the rear upper portion of the cab. Raceways will be extruded in the forward door frame, floor, walls and overhead in the area where the walls meet the ceiling. The raceways located in the floor will be covered by aluminum extrusion, while the vertical and overhead raceways will be covered by painted aluminum covers. The raceways will improve harness integrity by providing a continuous harness path that eliminates wire chafing and abrasion associated with exposed wiring or routing through drilled metal holes. Harnesses will be laid in place.

### **CAB INTERIOR UPHOLSTERY**

The cab interior upholstery will be dark silver gray. All cab interior materials will meet FMVSS 302 (flammability of interior materials).

### **CAB INTERIOR PAINT**

A rich looking interior will be provided by painting all the metal surfaces inside the cab fire smoke gray, vinyl texture paint.

### **CAB FLOOR**

The cab and crew cab floor areas will be covered with Polydamp™ acoustical floor mat consisting of a black pyramid rubber facing and closed cell foam decoupler.

The top surface of the material has a series of raised pyramid shapes evenly spaced, which offer a superior grip surface. Additionally, the material has a 0.25" thick closed cell foam (no water absorption) which offers a sound dampening material for reducing sound levels.

### **CAB DEFROSTER**

To provide maximum defrost and heating performance, a 54,961 BTU heater-defroster unit with 558 SCFM of air flow will be provided inside the cab. The defroster unit will be strategically located under the center forward portion of the instrument panel. For easy access, a removable metal cover will be



# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumps*

November 2, 2017 (Quote Number 91102-17P)

installed over the defroster unit. The defroster will include an integral aluminum frame air filter, high performance dual scroll blowers, and ducts designed to provide maximum defrosting capabilities for the 1-piece windshield. The defroster ventilation will be built into the design of the cab dash instrument panel and will be easily removable for maintenance. The defroster will be capable of clearing 98 percent of the windshield and side glass when tested under conditions where the cab has been cold soaked at 0 degrees Fahrenheit for 10 hours, and a 2 ounce per square inch layer of frost/ice has been able to build up on the exterior windshield. The defroster system will meet or exceed SAE J382 requirements.

### **CAB/CREW CAB HEATER**

Two (2) 36,702 BTU auxiliary heaters with 276 SCFM (each unit) of air flow will be provided inside the crew cab, one (1) in each outboard rear facing seat riser. The heaters will include high performance dual scroll blowers, one (1) for each unit. Outlets for the heaters will be located below each rear facing seat riser and below the fronts of the driver and passenger seats, for efficient airflow. An extruded aluminum plenum will be incorporated in the cab structure that will transfer heat to the forward cab seating positions.

The heater/defroster and crew cab heaters will be controlled by an integral electronic control panel. The heater control panel will allow the driver to control heat flow to the front and rear independently. The control panel will include variable adjustment for temperature and fan control, and be conveniently located on the dash in clear view of the driver. The control panel will include highly visible, progressive LED indicators for both fan speed and temperature.

### **AIR CONDITIONING**

Due to the large space inside the cab, a high-performance, customized air conditioning system will be furnished. A 19.10 cubic inch compressor will be installed on the engine.

The air conditioning system will be capable of cooling the average cab temperature from 100 degrees Fahrenheit to 64 degrees Fahrenheit in the forward section of the cab, and 69 degrees Fahrenheit in the rear section of the cab, at 50 percent relative humidity within 30 minutes. The cooling performance test will be run only after the cab has been heat soaked at 100 degrees Fahrenheit for a minimum of 4 hours.

A roof-mounted condenser with a 63,000 BTU output that meets and exceeds the performance specification will be installed on the cab roof. The condenser cover and mounting legs to be painted to match the cab roof.

The evaporator unit will be installed in the rear portion of the cab ceiling over the engine tunnel. The evaporator will include two (2) high performance cores and plenums with multiple outlets, one (1) plenum directed to the front and one (1) plenum directed to the rear of the cab.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumps* November 2, 2017 (Quote Number 91102-17P)

The evaporator unit will have a 49,000 BTU (4.08 tons) rating that meets and exceeds the performance specifications.

Adjustable air outlets will be strategically located on the evaporator cover per the following:

- Four (4) will be directed towards the drivers location
- Four (4) will be directed towards the officers location
- Eight (8) will be directed towards crew cab area

The air conditioner refrigerant will be R-134A and will be installed by a certified technician.

The air conditioner will be controlled by dual zone integral electronic control panels for the heater, defroster and air conditioner. The cab control panel will be located in the center console. For ease of operation, the control panels will include variable adjustment for temperature and fan control.

### **INTERIOR CAB INSULATION**

The cab walls, ceiling and engine tunnel will be insulated in all strategic locations to maximize acoustic absorption and thermal insulation. The cab will be insulated with 2.00" insulation in the rear wall, 3.00" insulation in the side walls, and 1.50" insulation in the ceiling. Headliners will be constructed from a 0.20" high density polyethylene corrugated material. Each headliner will be wrapped with a 0.25" thick foil faced poly damp low emissivity foam insulation barrier for acoustic and thermal control.

Designed for maximum sound absorption and thermal insulation, the rear cab wall will be insulated with a 1.50" thick open cell acoustical foam. The thermal protection of the foam will provide an R-value of 4 per 1.00" thickness.

### **SUN VISORS**

Two (2) smoked Lexan™ sun visors provided. The sun visors will be located above the windshield with one (1) mounted on each side of the cab.

There will be a black plastic thumb latch provided to help secure each sun visor in the stowed position.

### **GRAB HANDLE**

A black rubber covered grab handle will be mounted on the door post of the driver side and passenger side cab door to assist in entering the cab. The grab handle will be securely mounted to the post area between the door and windshield.

### **ENGINE COMPARTMENT LIGHTS**

There will be one (1) Whelen®, Model 3SC0CDCR, 12 volt DC, 3.00" white LED light(s) with Model 3FLANGE, chrome flange kit(s) installed under the cab to be used as engine compartment illumination.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

These light(s) will be activated automatically when the cab is raised or when the dip stick door is opened.

### **ACCESS TO ENGINE DIPSTICKS**

For access to the engine oil and transmission fluid dipsticks, there will be a door on the engine tunnel, inside the crew cab. The door will be on the rear wall of the engine tunnel, on the vertical surface. The door will be 17.75" wide x 12.75" high and be flush with the wall of the engine tunnel.

The engine oil dipstick will allow for checking only. The transmission dipstick will allow for both checking and filling. An additional port will be provided for filling the engine oil.

The door will have a rubber seal for thermal and acoustic insulation. One (1) flush latch will be provided on the access door.

### **VELCRO STRAP(S) FOR MAP BOX**

There will be one (1) Velcro® strap(s) installed on the map box .

### **MAP BOX**

There will be one (1) map box(es) with three (3) bins, open at top. The map box(es) will be installed at final inspection. The map box(es) will be divided into three (3) bins, each being 12.50" wide x 3.00" high x 12.00" deep. Each bin will slant 30 degrees from horizontal. The map box(es) will be constructed of 0.125" aluminum and will be painted to match the cab interior.

### **SEATING CAPACITY**

The seating capacity in the cab will be four (4).

### **DRIVER SEAT**

A Pierce PS6® seat will be provided in the cab for the driver. The seat design will be a cam action type, with air suspension. For increased convenience, the seat will include electric controls to adjust the rake (15 degrees), height (1.12" travel) and horizontal (7.75" travel) position. Electric controls will be located below the forward part of the seat cushion. To provide flexibility for multiple driver configurations, the seat will have a reclining back, adjustable from 20 degrees back to 45 degrees forward. The seat back will be a high back style with manual lumbar adjustment lever, for lower back support, and will include minimum 7.50" deep side bolster pads for maximum support. For optimal comfort, the seat will be provided with 17.00" deep dual density foam cushions designed with EVC (elastomeric vibration control).

The seat will be furnished with a 3-point, shoulder type seat belt. The seat belt will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

### **OFFICER SEAT**

A Pierce PS6® seat will be provided in the cab for the officer. The seat will be a cam action type with air suspension. For increased convenience, the seat will include a manual control to adjust the horizontal position (6.00" travel). The manual horizontal control will be a towel-bar style located below the forward part of the seat cushion. To provide flexibility for multiple passenger configurations, the seat will have a reclining back adjustable from 20 degrees back to 0 degrees forward. The seat back will be a high back style with manual lumbar adjustment lever and will include minimum 7.50" deep side bolster pads for maximum support. For optimal comfort, the seat will be provided with 17.00" deep dual density foam cushions designed with EVC (elastomeric vibration control). To ensure safe operation, the seat will be equipped with seat belt sensors in the seat cushion and belt receptacle that will activate an alarm indicating a seat is occupied but not buckled.

The seat will be furnished with a 3-point, shoulder type seat belt. The seat belt will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.

### **REAR FACING DRIVER SIDE EMS COMPARTMENT**

A rear facing EMS compartment will be provided in the crew cab at the driver side outboard position. The compartment will be mounted 7.00" off the edge of the seat riser.

The compartment will be 21.00" inside dimension for the main storage area of the compartment x 30.00" high x 25.00" measuring front to back of the cab.

The compartment will provide access from outside the cab with a double pan lap style door having a minimum clear door opening of 19.50" wide x 27.50" high. The door will include a D-ring latch and will be located on the side of the cab over the wheelwell. The door will be reverse hinged with the hinge being towards the rear.

The compartment will be constructed of smooth aluminum, and painted to match the cab interior.

There will be two (2) white LED strip lights installed, one (1) each side of the compartment opening. The lights will be controlled by an automatic door switch.

### **REAR FACING PASSENGER SIDE EMS COMPARTMENT**

A rear facing EMS compartment will be provided in the crew cab at the passenger side outboard position. The compartment will be mounted 7.00" off the edge of the seat riser.

The compartment will be 21.00" inside dimension for the main storage area of the compartment x 30.00" high x 25.00" measuring front to back of the cab.

The compartment will provide access from outside the cab only with a double pan lap style door having a minimum clear door opening of 19.50" wide x 27.50" high. The door will include a D-ring latch and

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

will be located on the side of the cab over the wheelwell. The door will be reverse hinged with the hinge being towards the rear.

The compartment will be constructed of smooth aluminum, and painted to match the cab interior.

There will be two (2) white LED strip lights installed, one (1) each side of the compartment opening. The lights will be controlled by an automatic door switch.

### **FORWARD FACING DRIVER SIDE OUTBOARD SEAT**

There will be one (1) forward facing, Pierce PS6® foldup seat provided at the driver side outboard position in the crew cab. To provide improved ride comfort, and maximize accessibility to the crew cab, the seat will be a minimum of 17.00" from the front of the cushion to the face of the seat back and the seat back will be provided with 9 degree fixed recline angle. To ensure safe operation, the seat will be equipped with seat belt sensors in the seat cushion and belt receptacle, that will activate an alarm indicating a seat is occupied but not buckled.

The seat back will be high back style.

The seat will be furnished with a 3-point, shoulder type seat belt. The seat belt will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.

### **FORWARD FACING CENTER EMS COMPARTMENT**

A forward facing EMS compartment will be provided in the crew cab at the center position.

The compartment will be 42.00" wide x 48.00" high x 14.00" deep with one (1) Amdor roll up door, non-locking, with white finish. The compartment will be provided with a false floor storage area at the bottom of the compartment. This decreases the clear door opening by 12.00", providing a secure and ventilated mounting location for customer installed and chassis components. The door begins at the false floor..

The compartment will be constructed of smooth aluminum, and painted to match the cab interior.

There will be two (2) white LED strip lights installed, one (1) each side of the compartment opening. The lights will be controlled by an automatic door switch.

### **FORWARD FACING PASSENGER SIDE OUTBOARD SEAT**

There will be one (1) forward facing, foldup, Pierce PS6® seat provided at the passenger side outboard position in the crew cab. To provide improved ride comfort, and maximize accessibility to the crew cab, the seat will be a minimum of 17.00" from the front of the cushion to the face of the seat back and the seat back will be provided with 0 degree fixed recline angle. To ensure safe operation, the seat will be equipped with seat belt sensors in the seat cushion and belt receptacle, that will activate an alarm indicating a seat is occupied but not buckled.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumps* November 2, 2017 (Quote Number 91102-17P)

The seat back will be an SCBA back style. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seat will be furnished with a 3-point, shoulder type seat belt. The seat belt will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.

### **LIP ON CABINET**

There will be a 1.00" lip provided around the top perimeter of the EMS compartment. There will NOT be anything stored on the top portion without restraints.

There will be two (2) compartment(s) provided with the 1.00" lip one each on top of the DS and PS rear facing EMS compartments (per Job 22903) .

### **CABINET TRIM**

The outer edges of the cabinet door opening will be covered with brushed stainless steel. The top, bottom, and sides will be included. There will be two (2) door opening(s) being trimmed D5 and P5.

### **MATTING IN EMS COMPARTMENT**

Turtle Tile vinyl grating will be provided in two (2) EMS compartments, DS exterior access compartment (D5) and PS exterior access compartment (P5) on the interior floor. Tile color will be red.

The vinyl grating will be 0.50" thick and be cross bonded by 0.25" diameter ribbed sections spaced for aeration.

### **SHELVING**

There will be two (2) shelves provided in the EMS compartment. Each shelf will be constructed of .090" aluminum with a 1.25" lip flanged down. Shelving will be infinitely adjustable by means of a threaded tightener sliding in a track.

The location will be one (1) in each rear facing EMS compartment.

### **SHELVING**

There will be two (2) shelves provided. Each shelf will be constructed of 0.090" aluminum with a 1.25" up-turned lip. Shelving will be infinitely adjustable by means of a threaded tightener sliding in a track.

The location will be two (2) shelves in the center forward facing EMS cabinet.

### **SEAT UPHOLSTERY**

All Pierce PS6 seat upholstery will be gray woven with black Imperial 1200 material.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

### **AIR BOTTLE HOLDERS**

All SCBA type seats in the cab will have a "Hands-Free" auto clamp style bracket in its backrest. For efficiency and convenience, the bracket will include an automatic spring clamp that allows the occupant to store the SCBA bottle by simply pushing it into the seat back. For protection of all occupants in the cab, in the event of an accident, the inertial components within the clamp will constrain the SCBA bottle in the seat and will exceed the NFPA standard of 9G.

There will be a quantity of one (1) SCBA brackets.

### **SEAT BELTS**

All seating positions in the cab, crew cab and tiller cab (if applicable) will have red seat belts.

To provide quick, easy use for occupants wearing bunker gear, the female buckle and seat belt webbing length will meet or exceed the current edition of NFPA 1901 and CAN/ULC - S515 standards.

The 3-point shoulder type seat belts will also include the ReadyReach D-loop assembly to the shoulder belt system. The ReadyReach feature adds an extender arm to the D-loop location placing the D-loop in a closer, easier to reach location.

### **SHOULDER HARNESS HEIGHT ADJUSTMENT**

All seating positions furnished with 3-point shoulder type seat belts will include a height adjustment. This adjustment will optimize the belts effectiveness and comfort for the seated firefighter.

A total of four (4) seating positions will have the adjustable shoulder harness.

### **HELMET STORAGE**

Helmet storage will be located in a fully enclosed and latched cab compartment.

### **CAB DOME LIGHTS**

There will be four (4) Weldon 808\* series, dual LED dome lights with grey bezels provided. Two (2) lights will be mounted above the inside shoulder of the driver and officer and two (2) lights will be installed and located, one (1) on each side of the crew cab.

The color of the LED's will be red and white .

The white LED's will be controlled by the door switches and the lens switch.

The color LED's will be controlled by the lens switch.

### **OVERHEAD MAP LIGHTS**

There will be two (2) Peterson, Model M371S, rectangular LED adjustable map lights installed in the cab:

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

- One (1) overhead in front of the driving position.
- One (1) overhead in front of the passenger's position.

Each light will include a switch on the light housing.

The light switches will be connected directly to the battery switched power.

### **ADDITIONAL MAP LIGHT**

There will be one (1) Sunnex Model SL9-200B25L LED additional map light(s) installed in the cab and located on the ceiling to the left of the officer in the same location job 22903.

The light will be controlled by the switch on the base. The light switch(es) will be connected directly to the battery switched power.

### **HAND HELD SPOTLIGHT**

There will be four (4) Koehler, Model 510318, hand held lights with orange bodies and 12 volt charger units mounted RUN WIRES ONLY 1. DS EMS inside lower rear corner 2. PS EMS inside lower rear corner 3. top of PS EMS outter top rear corner 4. P3 upper rear corner with 3' extra wire.

The chargers will be hard wired to the chassis battery system.

### **CAB INSTRUMENTATION**

The cab instrument panel will consist of gauges, an LCD display, telltale indicator lights, alarms, control switches, and a diagnostic panel. The function of instrument panel controls and switches will be identified by a label adjacent to each item. Actuation of the headlight switch will illuminate the labels in low light conditions. Telltale indicator lamps will not be illuminated unless necessary. The cab instruments and controls will be conveniently located within the forward cab section directly forward of the driver. Gauge and switch panels will be designed to be removable for ease of service and low cost of ownership.

### **GAUGES**

The gauge panel will include the following ten (10) ivory gauges with chrome bezels to monitor vehicle performance:

- Voltmeter gauge (Volts)

Low volts (11.8 VDC)

Amber indicator on gauge assembly with alarm

High volts (15 VDC)

Amber indicator on gauge assembly with alarm



# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumpers*  
November 2, 2017 (Quote Number 91102-17P)

Very low volts (11.3 VDC)

Amber indicator on gauge assembly with alarm

Very high volts (16 VDC)

Amber indicator on gauge assembly with alarm

- Tachometer (RPM)

- Speedometer (Primary (outside) MPH, Secondary (inside) Km/H)

- Fuel level gauge (Empty - Full in fractions)

Low fuel (1/8 full)

Amber indicator on gauge assembly with alarm

Very low fuel (1/32) fuel

Amber indicator on gauge assembly with alarm

- Engine oil pressure gauge (PSI)

Low oil pressure to activate engine warning lights and alarms

Red indicator on gauge assembly with alarm

- Front air pressure gauge (PSI)

Low air pressure to activate warning lights and alarm

Red indicator on gauge assembly with alarm

- Rear air pressure gauge (PSI)

Low air pressure to activate warning lights and alarm

Red indicator on gauge assembly with alarm

- Transmission oil temperature gauge (Fahrenheit)

High transmission oil temperature activates warning lights and alarm

Amber indicator on gauge assembly with alarm

- Engine coolant temperature gauge (Fahrenheit)

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

High engine temperature activates an engine warning light and alarm

Red indicator on gauge assembly with alarm

- Diesel Exhaust Fluid Level Gauge (Empty - Full in fractions)

Low fluid (1/8 full)

Amber indicator on gauge assembly with alarm

All gauges and gauge indicators will perform prove out at initial power-up to ensure proper performance.

### **INDICATOR LAMPS**

To promote safety, the following telltale indicator lamps will be integral to the gauge assembly and are located above and below the center gauges. The indicator lamps will be "dead-front" design that is only visible when active. The colored indicator lights will have descriptive text or symbols.

The following amber telltale lamps will be present:

- Low coolant
- Trac cntl (traction control) (where applicable)
- Check engine
- Check trans (check transmission)
- Aux brake overheat (Auxiliary brake overheat)
- Air rest (air restriction)
- Caution (triangle symbol)
- Water in fuel
- DPF (engine diesel particulate filter regeneration)
- Trailer ABS (where applicable)
- Wait to start (where applicable)
- HET (engine high exhaust temperature) (where applicable)
- ABS (antilock brake system)

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

- MIL (engine emissions system malfunction indicator lamp) (where applicable)
- SRS (supplemental restraint system) fault (where applicable)
- DEF (low diesel exhaust fluid level)

The following red telltale lamps will be present:

- Warning (stop sign symbol)
- Seat belt
- Parking brake
- Stop engine
- Rack down

The following green telltale lamps will be provided:

- Left turn
- Right turn
- Battery on

The following blue telltale lamp will be provided:

- High beam

### **ALARMS**

Audible steady tone warning alarm: A steady audible tone alarm will be provided whenever a warning message is present.

Audible pulsing tone caution alarm: A pulsing audible tone alarm (chime/chirp) will be provided whenever a caution message is present without a warning message being present.

Alarm silence: Any active audible alarm will be able to be silenced by holding the ignition switch at the top position for three (3) to five (5) seconds. For improved safety, silenced audible alarms will intermittently chirp every 30 seconds until the alarm condition no longer exists. The intermittent chirp will act as a reminder to the operator that a caution or warning condition still exists. Any new warning or caution condition will enable the steady or pulsing tones respectively.

### **INDICATOR LAMP AND ALARM PROVE-OUT**

Telltale indicators and alarms will perform prove-out at initial power-up to ensure proper performance.

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

### **CONTROL SWITCHES**

For ease of use, the following controls will be provided immediately adjacent to the cab instrument panel within easy reach of the driver.

Emergency master switch: A molded plastic push button switch with integral indicator lamp will be provided. Pressing the switch will activate emergency response lights and siren control. A green lamp on the switch provides indication that the emergency master mode is active. Pressing the switch again disables the emergency master mode.

Headlight / Parking light switch: A three (3)-position maintained rocker switch will be provided. The first switch position will deactivate all parking lights and the headlights. The second switch position will activate the parking lights. The third switch position will activate the headlights.

Panel backlighting intensity control switch: A three (3)-position momentary rocker switch will be provided. The first switch position decreases the panel backlighting intensity to a minimum level as the switch is held. The second switch position is the default position that does not affect the backlighting intensity. The third switch position increases the panel backlighting intensity to a maximum level as the switch is held.

The following standard controls will be integral to the gauge assembly and are located below the right hand gauges. All switches have backlit labels for low light applications.

High idle engagement switch: A two (2)-position momentary rocker switch with integral indicator lamp will be provided. The first switch position is the default switch position. The second switch position will activate and deactivate the high idle function when pressed and released. The "Ok To Engage High Idle" indicator lamp must be active for the high idle function to engage. A green indicator lamp integral to the high idle engagement switch will indicate when the high idle function is engaged.

"Ok To Engage High Idle" indicator lamp: A green indicator light will be provided next to the high idle activation switch to indicate that the interlocks have been met to allow high idle engagement.

The following standard controls will be provided adjacent to the cab gauge assembly within easy reach of the driver. All switches will have backlit labels for low light applications.

Ignition switch: A three (3)-position maintained/momentary rocker switch will be provided. The first switch position will deactivate vehicle ignition. The second switch position will activate vehicle ignition. The third momentary position will disable the Command Zone audible alarm if held for three (3) to five (5) seconds. A green indicator lamp will be activated with vehicle ignition.

Engine start switch: A two (2)-position momentary rocker switch will be provided. The first switch position is the default switch position. The second switch position will activate the vehicle's engine. The switch actuator is designed to prevent accidental activation.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers*

November 2, 2017 (Quote Number 91102-17P)

4-way hazard switch: A two (2)-position maintained rocker switch will be provided. The first switch position will deactivate the 4-way hazard switch function. The second switch position will activate the 4-way hazard function. The switch actuator will be red and includes the international 4-way hazard symbol.

Heater, defroster, and optional air conditioning control panel: A control panel with membrane switches will be provided to control heater/defroster temperature and heater, defroster, and air conditioning fan speeds. A green LED status bar will indicate the relative temperature and fan speed settings.

Turn signal arm: A self-canceling turn signal with high beam headlight and windshield wiper/washer controls will be provided. The windshield wiper control will have high, low, and intermittent modes.

Parking brake control: An air actuated push/pull park brake control valve will be provided.

Chassis horn control: Activation of the chassis horn control will be provided through the center of the steering wheel.

### **CUSTOM SWITCH PANELS**

The design of cab instrumentation will allow for emergency lighting and other switches to be placed within easy reach of the operator thus improving safety. There will be positions for up to four (4) switch panels in the overhead console on the driver's side, up to four (4) switch panels in the engine tunnel console facing the driver, up to four (4) switch panels in the overhead console on the officer's side and up to two (2) switch panels in the engine tunnel console facing the officer. All switches will have backlit labels for low light applications.

### **DIAGNOSTIC PANEL**

A diagnostic panel will be accessible while standing on the ground and located inside the driver's side door left of the steering column. The diagnostic panel will allow diagnostic tools such as computers to connect to various vehicle systems for improved troubleshooting providing a lower cost of ownership. Diagnostic switches will allow ABS systems to provide blink codes should a problem exist.

The diagnostic panel will include the following:

- Engine diagnostic port
- Transmission diagnostic port
- ABS diagnostic port
- SRS diagnostic port (where applicable)
- Command Zone USB diagnostic port

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumps* November 2, 2017 (Quote Number 91102-17P)

- ABS diagnostic switch (blink codes flashed on ABS telltale indicator)
- Diesel particulate filter regeneration switch (where applicable)
- Diesel particulate filter regeneration inhibit switch (where applicable)

### **CAB LCD DISPLAY**

A digital four (4)-row by 20-character dot matrix display will be integral to the gauge panel. The display will be capable of showing simple graphical images as well as text. The display will be split into three (3) sections. Each section will have a dedicated function. The upper left section will display the outside ambient temperature.

The upper right section will display, along with other configuration specific information:

- Odometer
- Trip mileage
- PTO hours
- Fuel consumption
- Engine hours

The bottom section will display INFO, CAUTION, and WARNING messages. Text messages will automatically activate to describe the cause of an audible caution or warning alarm. The LCD will be capable of displaying multiple text messages should more than one caution or warning condition exist.

### **AIR RESTRICTION INDICATOR**

A high air restriction warning indicator light LCD message with amber warning indicator and audible alarm shall be provided.

- Red indicator light on the cab dash that indicates whenever the cab locks are not fully engaged.
- Officer Speedometer, A Class I digital display speedometer will be provided on the officer side overhead position.

### **"DO NOT MOVE APPARATUS" INDICATOR**

There will be a Whelen, Model VTX609R, red LED indicator light with chrome trim located in the driving compartment. This light will be illuminated automatically per the current NFPA requirements. The light will be labeled "Do Not Move Apparatus If Light Is On."

The same circuit that activates the Do Not Move Apparatus indicator will activate a pulsing alarm when the parking brake is released.

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

*Specifications for Four (4) Velocity Pumpers*  
November 2, 2017 (Quote Number 91102-17P)

## **DO NOT MOVE TRUCK MESSAGES**

Messages will be displayed on the Command Zone™, color display located within sight of the driver whenever the Do Not Move Truck light is active. The messages will designate the item or items not in the stowed for vehicle travel position (parking brake disengaged).

The following messages will be displayed (where applicable):

- Do Not Move Truck
- DS Cab Door Open (Driver Side Cab Door Open)
- PS Cab Door Open (Passenger's Side Cab Door Open)
- DS Crew Cab Door Open (Driver Side Crew Cab Door Open)
- PS Crew Cab Door Open (Passenger's Side Crew Cab Door Open)
- DS Body Door Open (Driver Side Body Door Open)
- PS Body Door Open (Passenger's Side Body Door Open)
- Rear Body Door Open
- DS Ladder Rack Down (Driver Side Ladder Rack Down)
- PS Ladder Rack Down (Passenger Side Ladder Rack Down)
- Deck Gun Not Stowed
- Lt Tower Not Stowed (Light Tower Not Stowed)
- Fold Tank Not Stowed (Fold-A-Tank Not Stowed)
- Aerial Not Stowed (Aerial Device Not Stowed)
- Stabilizer Not Stowed
- Steps Not Stowed
- Handrail Not Stowed

Any other device that is opened, extended, or deployed that creates a hazard or is likely to cause major damage to the apparatus if the apparatus is moved will be displayed as a caution message after the parking brake is disengaged.

## **SWITCH PANELS**

The emergency light switch panel will have a master switch for ease of use plus individual switches for selective control. Each switch panel will contain eight (8) membrane-type switches each rated for one million (1,000,000) cycles. Panels containing less than eight (8) switch assignments will include non-functioning black appliques. Documentation will be provided by the manufacturer indicating the rated cycle life of the switches. The switch panel(s) will be located in the overhead position above the windshield on the driver side overhead to allow for easy access.

Additional switch panel(s) will be located in the overhead position(s) above the windshield or in designated locations on the lower instrument panel layout.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

The switches will be membrane-type and also act as an integral indicator light. For quick, visual indication the entire surface of the switch will be illuminated white whenever back lighting is activated and illuminated green whenever the switch is active. An active illuminated switch will flash when interlock requirements are not met or device is actively being load managed. For ease of use, a two (2)-ply, scratch resistant laser engraved Gravoply label indicating the use of each switch will be placed in the center of the switch. The label will allow light to pass through the letters for ease of use in low light conditions.

### **WIPER CONTROL**

For simple operation and easy reach, the windshield wiper control will be an integral part of the directional light lever located on the steering column. The wiper control will include high and low wiper speed settings, a one (1)-speed intermittent wiper control and windshield washer switch. The control will have a "return to park" provision, which allows the wipers to return to the stored position when the wipers are not in use.

### **SPARE CIRCUIT #1**

There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery switched power.
- The negative wire will be connected to ground.
- Wires will be protected to 20 amps at 12 volts DC.
- Power and ground will terminate back of officer side rear facing EMS cabinet as directed at construction review.
- Termination will be to a Blue Sea System, Model 5025, 6 circuit with negative bus bar. The terminal block will include a cover with circuit labels.
- Wires will be sized to 125% of the protection.

This circuit(s) may be load managed when the parking brake is set.

### **SPARE CIRCUIT #2**

There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery switched power.
- The negative wire will be connected to ground.
- Wires will be protected to 10 amps at 12 volts DC.
- Power and ground will terminate underneath the passenger's side forward facing outboard crew cab seat. Label wire "DRUG BOX".



# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for Four (4) Velocity Pumps* November 2, 2017 (Quote Number 91102-17P)

- Termination will be with heat shrinkable butt splicing.
- Wires will be sized to 125% of the protection.

This circuit(s) may be load managed when the parking brake is applied.

### **SPARE CIRCUIT #3**

There will be two (2) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power.
- The negative wire will be connected to ground.
- Wires will be protected to 15 amps at 12 volts DC.
- Power and ground will terminate RUN WIRES ONLY one (1) EACH in D4 and P4 (aux compts)  
Locate these in the rear upper inside corner, in the way back of upper area. In P4 this'll be upper left hand corner. D4 upper right corner. These are to charge the Pelican model 9490 LED light.
- Termination will be with 15 amp, power point plug with rubber cover.
- Wires will be sized to 125% of the protection.

This circuit(s) may be load managed when the parking brake is set.

### **SPARE CIRCUIT #4**

There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery saver
- The negative wire will be connected to ground
- Wires will be protected to 20 amps at 12 volts DC
- Power and ground will terminate in the recess area in front of the officer (on the left vertical wall through a grommet)
- Termination will be with heat shrinkable butt splicing
- Wires will be sized to 125% of the protection

This circuit(s) may be load managed when the parking brake is set.

### **SPARE CIRCUIT #5**

There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power.

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

- The negative wire will be connected to ground.
- Wires will be protected to 20 amps at 12 volts DC.
- Power and ground will terminate RUN WIRES ONLT to inside of forward facing EMS cabinet (option #199533) in crew cab, final location to be determined at construction review.
- Termination will be to a Blue Sea System, Model 5025, 6 circuit with negative bus bar. The terminal block will include a cover with circuit labels.
- Wires will be sized to 125% of the protection.

This circuit(s) may be load managed when the parking brake is set.

### **SPARE CIRCUIT #6**

There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power.
- The negative wire will be connected to ground.
- Wires will be protected to 40 amps at 12 volts DC.
- Power and ground will terminate back of officer side rear facing EMS cabinet as directed at construction review.
- Termination will be to a Blue Sea System, Model 5025, 6 circuit with negative bus bar. The terminal block will include a cover with circuit labels.
- Wires will be sized to 125% of the protection.

This circuit(s) may be load managed when the parking brake is set.

### **SPARE CIRCUIT #7**

There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power.
- The negative wire will be connected to ground.
- Wires will be protected to 10 amps at 12 volts DC.
- Power and ground will terminate in the cab, one (1) to left of officer and aft of VDR plug per 28760 01-09.
- Termination will be a Blue Sea Systems part number 1045 dual USB charger socket.
- Wires will be sized to 125% of the protection.

This circuit(s) may be load managed when the parking brake is applied.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumpers*  
November 2, 2017 (Quote Number 91102-17P)

## **SPARE CIRCUIT #8**

There will be two (2) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power.
- The negative wire will be connected to ground.
- Wires will be protected to 15 amps at 12 volts DC.
- Power and ground will terminate in the cab on the end of the instrument console (see instrument panel drawing for specific locations) and one on the PS ems cabinet, above the dual USB(645619).
- Termination will be with 15 amp, power point plug with rubber cover.
- Wires will be sized to 125% of the protection.

This circuit(s) may be load managed when the parking brake is set.

## **SPARE CIRCUIT #9**

There will be three (3) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power.
- The negative wire will be connected to ground.
- Wires will be protected to 15 amps at 12 volts DC.
- Power and ground will terminate (3) in P1 side by side by side in the lower portion, on rear wall as far forward as possible (SEE PHOTO).
- Termination will be with 15 amp, power point plug with rubber cover.
- Wires will be sized to 125 percent of the protection.

This circuit(s) may be load managed when the parking brake is set.

## **DUAL USB SOCKET**

There will be two (2) Blue Sea, Model 1016, dual USB type A charger sockets installed one (1) below the edge in front of the officer to the left of their knee. SEE PHOTO 5996 in 29764 job efolder. and one (1) on the PS rear facing compartment, inboard side of cabinet, on the outside of cabinet, rear upper corner, below power point plug. . The socket will be powered directly to the battery power .

## **DUAL USB SOCKET**

There will be one (1) Kussmaul, 091-219, dual USB type A charger sockets installed one (1) at the end of the instrument console per 28760 01-09, SEE PHOTO. Power will be directly to the battery power .

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumpers*  
November 2, 2017 (Quote Number 91102-17P)

## **14 GAUGE SPARE WIRE**

There will be a pair of 14 gauge wires, one (1) with black insulation and one (1) with white insulation, included in a separate loom installed in the apparatus.

These wires will be routed from the 40 amp Blue Sea fuse box (option 699928) and extended to overhead above the officer and terminate behind switch panel #4. Please leave 2' of extra wire overhead for ease of hookup.

These wires will not be connected to any power source and will not be connected to the vehicle electrical system.

## **RECESS, DASH PANEL**

The dash panel across from the officer will be recessed to accommodate the mounting of miscellaneous items. The recess will be 8.25" down x 7.81" back and 20.88" wide.

## **WIRING & SPEAKERS FOR AM/FM RADIO**

The cab will be pre-wired for an AM/FM radio to be installed after delivery.

The wiring will be routed to overhead of officer and behind switch panel #6. ALL SPEAKER WIRES AND ANTENNA IS TO BE DROPPED OFF HERE, NO EXCEPTIONS.

The quantity and location of the speakers will be one (1) pair of 5.25" speakers in the cab and one (1) pair of 5.25" speakers in the crew cab.

The type and location of the antenna will be a roof-mounted rubber antenna located in an open space, on the cab roof.

## **MOUNTING BRACKET FOR PUSH BUTTON CONTROLS**

There will be a mounting bracket provided within easy reach of the officer next to the defrost air intake for the mounting of push button controls. The mounting bracket will be large enough to mount (3) three buttons (air horn, mechanical siren, siren brake) controls vertically, one in front of the other. The bracket will be fabricated from smooth aluminum and will be painted to match the cab interior.

## **INFORMATION CENTER**

An information center employing a 7.00" diagonal touch screen color LCD display will be encased in an ABS plastic housing.

The information center will have the following specifications:

- Operate in temperatures from -40 to 185 degrees Fahrenheit
- An Optical Gel will be placed between the LCD and protective lens
- Five weather resistant user interface switches
- Grey with black accents

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers*

November 2, 2017 (Quote Number 91102-17P)

- Sunlight Readable
- Linux operating system
- Minimum of 1000nits rated display
- Display can be changed to an available foreign language
- A LCD display integral to the cab gauge panel will be included as outlined in the cab instrumentation area.
- Programmed to read US Customary

### **GENERAL SCREEN DESIGN**

Where possible, background colors will be used to provide "At a Glance" vehicle information. If information provided on a screen is within acceptable limits, a green background will be used.

If a caution or warning situation arises the following will occur:

- An amber background/text color will indicate a caution condition
- A red background/text color will indicate a warning condition
- The information center will utilize an "Alert Center" to display text messages for audible alarm tones. The text messages will be written to identify the item(s) causing the audible alarm to sound. If more than one (1) text message occurs, the messages will cycle every second until the problem(s) have been resolved. The background color for the "Alert Center" will change to indicate the severity of the "warning" message. If a warning and a caution condition occur simultaneously, the red background color will be shown for all alert center messages.
- A label for each button will exist. The label will indicate the function for each active button for each screen. Buttons that are not utilized on specific screens will have a button label with no text or symbol.

### **HOME/TRANSIT SCREEN**

This screen will display the following:

- Vehicle Mitigation (if equipped)
- Water Level (if equipped)
- Foam Level (if equipped)
- Seat Belt Monitoring Screen
- Tire Pressure Monitoring (if equipped)
- Digital Speedometer
- Active Alarms

### **ON SCENE SCREEN**

This screen will display the following and will be auto activated with pump engaged (if equipped):

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

- Battery Voltage
- Fuel
- Oil Pressure
- Coolant Temperature
- RPM
- Water Level (if equipped)
- Foam Level (if equipped)
- Foam Concentration (if equipped)
- Water Flow Rate (if equipped)
- Water Used (if equipped)
- Active Alarms

### **VIRTUAL BUTTONS**

There will be four (4) virtual switch panel screens that match the overhead and lower lighting and HVAC switch panels.

### **PAGE SCREEN**

The page screen will display the following and allow the user to progress into other screens for further functionality:

- Diagnostics
  - Faults
    - Listed by order of occurrence
    - Allows to sort by system
  - Interlock
    - Throttle Interlocks
    - Pump Interlocks (if equipped)
    - Aerial Interlocks (if equipped)
    - PTO Interlocks (if equipped)
  - Load Manager
    - A list of items to be load managed will be provided. The list will provide a description of the load.
    - The lower the priority numbers the earlier the device will be shed should a low voltage condition occur.
    - The screen will indicate if a load has been shed (disabled) or not shed.
    - "At a glance" color features are utilized on this screen.
  - Systems
    - Command Zone
      - Module type and ID number

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for Four (4) Velocity Pumpers*

November 2, 2017 (Quote Number 91102-17P)

- Module Version
  - Input or output number
  - Circuit number connected to that input or output
  - Status of the input or output
  - Power and Constant Current module diagnostic information
  - Foam (if equipped)
  - Pressure Controller (if equipped)
  - Generator Frequency (if equipped)
  - Live Data
    - General Truck Data
- Maintenance
  - Engine oil and filter
  - Transmission oil and filter
  - Pump oil (if equipped)
  - Foam (if equipped)
  - Aerial (if equipped)
- Setup
  - Clock Setup
  - Date & Time
    - 12 or 24 hour format
    - Set time and date
  - Backlight
    - Daytime
    - Night time
    - Sensitivity
  - Unit Selection
  - Home Screen
  - Virtual Button Setup
  - On Scene Screen Setup
  - Configure Video Mode
    - Set Video Contrast
    - Set Video Color
    - Set Video Tint
- Do Not Move
  - The screen will indicate the approximate location and type of item that is open or is not stowed for travel. The actual status of the following devices will be indicate
    - Driver Side Cab Door
    - Passenger's Side Cab Door

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers*

November 2, 2017 (Quote Number 91102-17P)

- Driver Side Crew Cab Door
- Passenger's Side Crew Cab Door
- Driver Side Body Doors
- Passenger's Side Body Doors
- Rear Body Door(s)
- Ladder Rack (if applicable)
- Deck Gun (if applicable)
- Light Tower (if applicable)
- Hatch Door (if applicable)
- Stabilizers (if applicable)
- Steps (if applicable)
- Notifications
  - View Active Alarms
    - Shows a list of all active alarms including date and time of the occurrence is shown with each alarm
    - Silence Alarms - All alarms are silenced
- Timer Screen
- HVAC (if equipped)
- Tire Information (if equipped)
- Ascendant Set Up Confirmation (if equipped)

Button functions and button labels may change with each screen.

### **VEHICLE DATA RECORDER**

There will be a vehicle data recorder (VDR) capable of reading and storing vehicle information provided.

The information stored on the VDR can be downloaded through a USB port mounted in a convenient location determined by cab model. A USB cable can be used to connect the VDR to a laptop to retrieve required information. The program to download the information from the VDR will be available to download on-line.

The vehicle data recorder will be capable of recording the following data via hardwired and/or CAN inputs:

- Vehicle Speed - MPH
- Acceleration - MPH/sec
- Deceleration - MPH/sec
- Engine Speed - RPM
- Engine Throttle Position - % of Full Throttle



# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

- ABS Event - On/Off
- Seat Occupied Status - Yes/No by Position
- Seat Belt Buckled Status - Yes/No by Position
- Master Optical Warning Device Switch - On/Off
- Time - 24 Hour Time
- Date - Year/Month/Day

### **Seat Belt Monitoring System**

A seat belt monitoring system (SBMS) will be provided on the Command Zone™ color display. The SBMS will be capable of monitoring up to 10 seating positions indicating the status of each seat position per the following:

- Seat Occupied & Buckled = Green LED indicator illuminated
- Seat Occupied & Unbuckled = Red LED indicator with audible alarm
- No Occupant & Buckled = Red LED indicator with audible alarm
- No Occupant & Unbuckled = No indicator and no alarm

The seat belt monitoring screen will become active on the Command Zone color display when:

- The home screen is active:
  - and there is any occupant seated but not buckled or any belt buckled with an occupant.
  - and there are no other Do Not Move Apparatus conditions present. As soon as all Do Not Move Apparatus conditions are cleared, the SBMS will be activated.

The SBMS will include an audible alarm that will warn that an unbuckled occupant condition exists and the parking brake is released, or the transmission is not in park.

### **INTERCOM SYSTEM**

There will be digital, dual radio interface, intercom located per job 29764 01-04 in the cab. The front panel will have master volume, and squelch controls with illuminated indicators, allowing for independent level setting of radio and auxiliary audio devices.

There will be two (2) radio listen only / transmit controls, allowing for simulcast interoperability with select, monitor, receive, and transmit indicators. There will be two (2) auxiliary audio inputs with select, and receive indicators.

Headset jacks will be provided for the driver, officer, and two (2) crew positions located at both forward facing seats.

The following Firecom components will be provided:

- One (1) 5200D Intercom

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

- Four (4) HM-10 Interior headset jacks
- All necessary power and station cabling

### **HEADSETS**

Four (4) Fire Com model FH-54 push-on/push-off intercom with listen-only headsets will be provided.

### **RADIO INTERFACE CABLE**

One (1) Fire Com MR52X, part #110-5136-30 radio/intercom interface cable will be provided and installed.

### **INTERCOM SYSTEM REMOTE HEAD**

A Firecom, Model 5200DRH remote intercom head will be provided and mounted overhead of the officer in switch panel #5.

### **HEADSET HANGERS**

There will be four (4) headset hanger(s) installed driver's seat, officer's seat, driver's side outboard forward facing seat and passenger's side outboard forward facing seat. The hanger(s) will meet NFPA 1901, Section 14.1.11, requirement for equipment mounting.

### **REMOTE DASH MOUNT RADIO PTT BUTTON**

There will be two (2) Fire-Com, DM-1, dash mounted radio Push-To-Talk button(s) provided for the see instrument panel drawing positions.

### **TWO WAY RADIO SPEAKER INSTALLATION**

There will be one (1) customer supplied two way radio speakers sent to the apparatus manufacturers preferred third party installer to be installed CTF external speaker to be mounted on pump panel (behind gauge panel) and terminate wiring in cab behind officer's seat per 28760 01-09.

Specific shipping requirements will be followed.

### **RADIO ANTENNA MOUNT**

There will be three (3) standard 1.125", 18 thread, NMO type antenna mounting base(s) installed all stubs are to be 18" behind A/C CONDENSOR, 18" between each other and 18" inboard from sides of cab (SEE DIAGRAM in 29764 stage 3 job efolder FOR DETAILS) on the cab roof with high efficiency, low loss, coaxial cable(s) routed within the cab / crew area to all antenna cables are to run down the PS of cab and terminate behind the officer's seat . A weatherproof cap will be installed on the mount.

### **GPS MULTIBAND ANTENNA**

There will be one (1) PCTel, Model GPSHPDLTEMIMO-SF, stud mount, low profile, multi-band antenna installed on the cab roof.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

The antenna will feature:

- Two (2) 4G LTE elements for 698-960MHz and 1710-2700MHz with 17.00' of Pro-Flex Plus 195 coaxial cable, each with SMA male connectors, routed to the mobile data terminal (MDT)
- Dual (MIMO 802.11n) broadband WiFi elements, 2.4-2.5GHz and 4.9-5.9GHz, with 17.00' of Pro-Flex Plus 195 coaxial cable, each with RP-SMA male connectors installed, routed to the WiFi device
- One (1) GPS element with 17.00' of RG-174/U coaxial cable with SMA male connector, routed to the mobile data terminal (MDT)

### **VEHICLE CAMERA SYSTEM**

There will be a color vehicle camera system provided with the following:

- One (1) camera located at the rear of the apparatus, pointing rearward, displayed automatically with the vehicle in reverse

The camera images will be displayed on the driver's Command Zone™, color display. Audio from the microphone on the active camera will be emitted by an amplified speaker with volume control in the blank panel to the right of the steering column.

The following components will be included:

- One (1) SV-CW134639CAI, camera
- One (1) amplified speaker (if applicable)
- All necessary cables

### **RECESS REAR CAMERA**

A rear camera recess will be provided in the center at the rear .

### **ELECTRICAL POWER CONTROL SYSTEM**

The primary power distribution will be located forward of the officer's seating position and be easily accessible while standing on the ground for simplified maintenance and troubleshooting. Additional electrical distribution centers will be provided throughout the vehicle to house the vehicle's electrical power, circuit protection, and control components. The electrical distribution centers will be located strategically throughout the vehicle to minimize wire length. For ease of maintenance, all electrical distribution centers will be easily accessible. All distribution centers containing fuses, circuit breakers and/or relays will be easily accessible.

Distribution centers located throughout the vehicle will contain battery powered studs for supplying customer installed equipment thus providing a lower cost of ownership.

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for Four (4) Velocity Pumpers*

November 2, 2017 (Quote Number 91102-17P)

Circuit protection devices, which conform to SAE standards, will be utilized to protect electrical circuits. All circuit protection devices will be rated per NFPA requirements to prevent wire and component damage when subjected to extreme current overload. General protection circuit breakers will be Type-I automatic reset (continuously resetting). When required, automotive type fuses will be utilized to protect electronic equipment. Control relays and solenoid will have a direct current rating of 125 percent of the maximum current for which the circuit is protected per NFPA.

### **SOLID-STATE CONTROL SYSTEM**

A solid-state electronics based control system will be utilized to achieve advanced operation and control of the vehicle components. A fully computerized vehicle network will consist of electronic modules located near their point of use to reduce harness lengths and improve reliability. The control system will comply with SAE J1939-11 recommended practices.

The control system will operate as a master-slave system whereas the main control module instructs all other system components. The system will contain patented Mission Critical software that maintains critical vehicle operations in the unlikely event of a main controller error. The system will utilize a Real Time Operating System (RTOS) fully compliant with OSEK/VDX™ specifications providing a lower cost of ownership.

For increased reliability and simplified use the control system modules will include the following attributes:

- Green LED indicator light for module power
- Red LED indicator light for network communication stability status
- Control system self test at activation and continually throughout vehicle operation
- No moving parts due to transistor logic
- Software logic control for NFPA mandated safety interlocks and indicators
- Integrated electrical system load management without additional components
- Integrated electrical load sequencing system without additional components
- Customized control software to the vehicle's configuration
- Factory and field re programmable to accommodate changes to the vehicle's operating parameters
- Complete operating and troubleshooting manuals
- USB connection to the main control module for advanced troubleshooting

To assure long life and operation in a broad range of environmental conditions, the solid-state control system modules will meet the following specifications:

- Module circuit board will meet SAE J771 specifications
- Operating temperature from -40C to +70C

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

- Storage temperature from -40C to +70C
- Vibration to 50g

IP67 rated enclosure (Totally protected against dust and also protected against the effect of temporary immersion between 15 centimeters and one (1) meter)

Operating voltage from eight (8) volts to 16 volts DC

The main controller will activate status indicators and audible alarms designed to provide warning of problems before they become critical.

### **CIRCUIT PROTECTION AND CONTROL DIAGRAM**

Copies of all job-specific, computer network input and output (I/O) connections will be provided with each chassis. The sheets will indicate the function of each module connection point, circuit protection information (where applicable), wire numbers, wire colors and load management information.

### **ON-BOARD ADVANCED/VISUAL ELECTRICAL SYSTEM DIAGNOSTICS**

The on-board information center will include the following diagnostic information:

- Text description of active warning or caution alarms
- Simplified warning indicators
- Amber caution indication with intermittent alarm
- Red warning indication with steady tone alarm

All control system modules, with the exception of the main control module, will contain on-board visual diagnostic LEDs that assist in troubleshooting. The LEDs will be enclosed within the sealed, transparent module housing near the face of the module. One LED for each input or output will be provided and will illuminate whenever the respective input or output is active. Color-coded labels within the modules will encompass the LEDs for ease of identification. The LED indicator lights will provide point of use information for reduced troubleshooting time without the need for an additional computer.

### **TECH MODULE WITH WIFI**

An in cab module will provide WiFi wireless interface and data logging capability. The WiFi interface will comply with IEEE 802.11 b/g/n capabilities while communicating at 2.4 Gigahertz. The module will provide an external antenna connection allowing a line of site communication range of up to 300 feet with a roof mounted antenna.

The module will transmit a password protected web page to a WiFi enabled device (i.e. most smart phones, tablets or laptops) allowing two levels of user interaction. The firefighter level will allow vehicle monitoring of the vehicle and firefighting systems on the apparatus. The technician level will

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

allow diagnostic access to inputs and outputs installed on the Command Zone™, control and information system.

The data logging capability will record faults from the engine, transmission, ABS and Command Zone™, control and information systems as they occur. No other data will be recorded at the time the fault occurs. The data logger will provide up to 2 Gigabytes of data storage.

A USB connection will be provided on the Tech Module. It will provide a means to download data logger information and update software in the device.

### **PROGNOSTICS**

A software based vehicle tool will be provided to predict remaining life of the vehicles critical fluid and events.

The system will send automatic indications to the Command Zone, color display and/or wireless enabled device to proactively alert of upcoming service intervals.

Prognostics will include:

- Engine oil and filter
- Transmission oil and filter
- Pump oil (if equipped)
- Foam oil (if equipped)
- Aerial oil and filter (if equipped)

### **ADVANCED DIAGNOSTICS**

An advanced, Windows-based, diagnostic software program will be provided for this control system. The software will provide troubleshooting tools to service technicians equipped with a Windows-based computer or wireless enabled device.

The service and maintenance software will be easy to understand and use and have the ability to view system input/output (I/O) information.

### **INDICATOR LIGHT AND ALARM PROVE-OUT SYSTEM**

A system will be provided which automatically tests basic indicator lights and alarms located on the cab instrument panel.

### **VOLTAGE MONITOR SYSTEM**

A voltage monitoring system will be provided to indicate the status of the battery system connected to the vehicle's electrical load. The system will provide visual and audible warning when the system voltage is below or above optimum levels.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

The alarm will activate if the system falls below 11.8 volts DC for more than two (2) minutes.

### **DEDICATED RADIO EQUIPMENT CONNECTION POINTS**

There will be three (3) studs provided in the primary power distribution center located in front of the officer for two-way radio equipment.

- The studs will consist of the following:
- 12-volt 40-amp battery switched power
- 12-volt 60-amp ignition switched power
- 12-volt 60-amp direct battery power

There will also be a 12-volt 100-amp ground stud located in or adjacent to the power distribution center.

### **ENHANCED SOFTWARE**

The solid-state control system will include the following software enhancements:

All perimeter lights and scene lights (where applicable) will be deactivated when the parking brake is released.

Cab and crew cab dome lights will remain on for ten (10) seconds for improved visibility after the doors close. The dome lights will dim after ten (10) seconds or immediately if the vehicle is put into gear.

Cab and crew cab perimeter lights will remain on for ten (10) seconds for improved visibility after the doors close. The dome lights will dim after ten (10) seconds or immediately if the vehicle is put into gear.

### **EMI/RFI PROTECTION**

To prevent erroneous signals from crosstalk contamination and interference, the electrical system will meet, at a minimum, SAE J551/2, thus reducing undesired electromagnetic and radio frequency emissions. An advanced electrical system will be used to ensure radiated and conducted electromagnetic interference (EMI) or radio frequency interference (RFI) emissions are suppressed at their source.

The apparatus will have the ability to operate in the electromagnetic environment typically found in fire ground operations to ensure clean operations. The electrical system will meet, without exceptions, electromagnetic susceptibility conforming to SAE J1113/25 Region 1, Class C EMR for 10KHz-1GHz to 100 Volts/Meter. The vehicle OEM, upon request, will provide EMC testing reports from testing conducted on an entire apparatus and will certify that the vehicle meets SAE J551/2 and SAE J1113/25 Region 1, Class C EMR for 10KHz-1GHz to 100 Volts/Meter requirements. Component and partial (incomplete) vehicle testing is not adequate as overall vehicle design can impact test results and thus is not acceptable by itself.

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for Four (4) Velocity Pumpers*

November 2, 2017 (Quote Number 91102-17P)

EMI/RFI susceptibility will be controlled by applying appropriate circuit designs and shielding. The electrical system will be designed for full compatibility with low-level control signals and high-powered two-way radio communication systems. Harness and cable routing will be given careful attention to minimize the potential for conducting and radiated EMI/RFI susceptibility.

### **ELECTRICAL**

All 12-volt electrical equipment installed by the apparatus manufacturer will conform to modern automotive practices. All wiring will be high temperature crosslink type. Wiring will be run, in loom or conduit, where exposed and have grommets where wire passes through sheet metal. Automatic reset circuit breakers will be provided which conform to SAE Standards. Wiring will be color, function and number coded. Function and number codes will be continuously imprinted on all wiring harness conductors at 2.00" intervals. Exterior exposed wire connectors will be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids.

Electrical wiring and equipment will be installed utilizing the following guidelines:

1. All holes made in the roof will be caulked with silicon, rope caulk is not acceptable. Large fender washers, liberally caulked, will be used when fastening equipment to the underside of the cab roof.
2. Any electrical component that is installed in an exposed area will be mounted in a manner that will not allow moisture to accumulate in it. Exposed area will be defined as any location outside of the cab or body.
3. Electrical components designed to be removed for maintenance will not be fastened with nuts and bolts. Metal screws will be used in mounting these devices. Also a coil of wire will be provided behind the appliance to allow them to be pulled away from mounting area for inspection and service work.
4. Corrosion preventative compound will be applied to all terminal plugs located outside of the cab or body. All non-waterproof connections will require this compound in the plug to prevent corrosion and for easy separation (of the plug).
5. All lights that have their sockets in a weather exposed area will have corrosion preventative compound added to the socket terminal area.
6. All electrical terminals in exposed areas will have silicon (1890) applied completely over the metal portion of the terminal.

All lights and reflectors, required to comply with Federal Motor Vehicle Safety Standard #108, will be furnished. Rear identification lights will be recessed mounted for protection. Lights and wiring mounted in the rear bulkheads will be protected from damage by installing a false bulkhead inside the rear compartments.



# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

An operational test will be conducted to ensure that any equipment that is permanently attached to the electrical system is properly connected and in working order.

The results of the tests will be recorded and provided to the purchaser at time of delivery.

### **BATTERY SYSTEM**

Six (6) 12 volt, AC Delco, group 31 batteries that include the following features will be provided:

- 950 CCA, cold cranking amps
- 190 amp reserve capacity
- High cycle
- Rating of 5700 CCA at 0 degrees Fahrenheit
- 1140 minutes of reserve capacity
- Threaded Studs

Each battery case will be a black polypropylene material with a vertically ribbed container for increased vibration resistance. The cover will be manifold vented with a central venting location to allow a 45 degree tilt capacity.

The inside of each battery will consist of a "maintenance free" grid construction with poly wrapped separators and a flooded epoxy bottom anchoring for maximum vibration resistance.

### **BATTERY SYSTEM**

There will be a single starting system with an ignition switch and starter button provided and located on the cab instrument panel.

### **MASTER BATTERY SWITCH**

There will be a master battery switch provided within the cab within easy reach of the driver to activate the battery system.

An indicator light will be provided on the instrument panel to notify the driver of the status of the battery system.

### **BATTERY COMPARTMENTS**

The batteries will be stored in well-ventilated compartments that are located under the cab and bolted directly to the chassis frame. The battery compartments will be constructed of 3/16" steel plate and be designed to accommodate a maximum of three (3) group 31 batteries in each compartment. The compartments will include formed fit heavy-duty roto-molded polyethylene battery tray inserts with drains on each side of the frame rails. The batteries will be mounted inside of the roto-molded trays.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumpers*  
November 2, 2017 (Quote Number 91102-17P)

## **JUMPER STUDS**

One (1) set of battery jumper studs with plastic color-coded covers will be installed on the battery box on the driver's side. This will allow enough room for easy jumper cable access.

## **BATTERY CHARGER/ AIR COMPRESSOR**

There will be a Kussmaul Pump Plus 1200, Model 091-9-12V-1200194-WT-XX, 40 amp single output battery charger/air compressor with Model 091-194-IND-WT-XX watertight digital display provided. The color of the charge indicator will be red.

The 12-volt air compressor will be installed to maintain the air system pressure when the vehicle is not in use.

The battery charger will be wired to the AC shoreline inlet.

Battery charger will be located under the EMS compartment in the false floor area. The EMS compartment will be located per 29764 01-04.

The battery charger indicator will be located in the driver's step area.

## **KUSSMAUL AUTO EJECT FOR SHORELINE**

There will be one (1) Kussmaul Model 091-55-15-120, 15 amp 120 volt AC shoreline inlet(s) provided to operate the dedicated 120 volt AC circuits on the apparatus without the use of the generator.

The shoreline inlet(s) will include red weatherproof flip up cover(s).

There will be a release solenoid wired to the vehicle's starter to eject the AC connector when the engine is starting.

The shoreline(s) will be connected to Kussmaul 1200 battery charger AND Kussmaul model 091-92-12 "battery saver - low ripple. Receptacle to be a dual gang receptacle per thread number 553-EP300377-16.

There will be a mating connector body supplied with the loose equipment.

There will be a label installed near the inlet(s) that state the following:

- Line Voltage
- Current Rating (amps)
- Phase
- Frequency

The shoreline receptacle will be located on the driver side of cab, to the front of cab door.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumps*  
November 2, 2017 (Quote Number 91102-17P)

## **SHORELINE RECEPTACLE**

There will be a dual gang receptacle box as a connection installed for the shoreline receptacle.

## **BATTERY SAVER**

There will be one (1) Kussmaul, Model 091-195-12, 20 amp battery saver will be provided.

The battery saver will be located in the cab next to the battery charger/air compressor (which is in the false floor area of option #199533, center forward facing EMS cabinet). The Kussmaul model 091-92-12 low ripple battery saver is wired to the positive "+" side of the battery charger.

The items to be connected to this device are 20 amp, 12 volt spare wiring in front of officer for tablet wiring.

This device will be connected to the 120 volt AC shoreline inlet.

This device will be connected to the chassis batteries to charge items when the shoreline is not plugged in.

## **ALTERNATOR**

A Delco Remy®, Model 40SI, alternator will be provided. It will have a rated output current of 320 amps, as measured by SAE method J56. The alternator will feature an integral regulator and rectifier system that has been tested and qualified to an ambient temperature of 257 degrees Fahrenheit (125 degrees Celsius). The alternator will be connected to the power and ground distribution system with heavy-duty cables sized to carry the full rated alternator output.

## **FAN, ELECTRICAL COOLING**

There will be one (1) 120v electrical cooling fan(s) with guard to exhaust the heat buildup due to the battery chargers stored in the EMS cabinet, located in the center forward facing ems cabinet, DS of cabinet - MAKE SURE THIS IS WIRED TO THE SHORELINE TO MATCH CHANGE DONE AT FINAL INSPECTION ON 28760 01-09. The fan(s) will vent the heat outward from the compartment.

Fan(s) to be wired to the auto transfer switch so they will run at all times, either off the shoreline, or off the generator.

## **ELECTRONIC LOAD MANAGER**

An electronic load management (ELM) system will be provided that monitors the vehicles 12-volt electrical system, automatically reduces the electrical load in the event of a low voltage condition, and automatically restores the shed electrical loads when the low voltage condition expires. This ensures the integrity of the electrical system. The ELM will monitor the vehicle's voltage while at the scene (parking brake applied).

The system will include the following features:

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

- System voltage monitoring.
- Load Managing will not start for 30 seconds after engine start up.
- Five (5) minute cycle time, to prevent load activation and quick deactivation.
- Automatic High Idle Activation, to activate before any electric loads are shed and deactivate with the service brake.
- If enabled, Load Man Hi-Idle On will display on the information center. Sixteen available electronic load shedding levels.
- Priority levels can be set for individual outputs.
- Individual switch "on" indicator to flash when the particular load has been shed.
- The information center shows system voltage.
- Green indicator in the Indicator Light display, Load Manager is active.

The information center includes a "Load Manager" screen indicating the following:

- Load managed items list, with priority levels and item condition.
- Individual load managed item condition:
- ON = not shed
- SHED = shed
- OVRD = overridden

### **SEQUENCER**

A warning light sequencer will be provided that automatically turns the emergency lights on and off in a preset sequence.

The sequencer will be wired in conjunction with the emergency master light switch.

When the switch is activated the lights will be turned on in sequence one by one at 1/2 second intervals thereby protecting the alternator from power surges. Sequenced light switch LED's will flash while waiting for activation.

When turned off, the same process will deactivate the warning lights in sequence to allow a gradual decrease in alternator output, rather than dumping the load.

The on/off switch for this system will be removed.

### **HEADLIGHTS**

There will be four (4) JW Speaker Evolution, Model 8630, 5.60" round LED lights with polycarbonate lenses mounted in the front chrome trim housing on each side of the cab grille:

- one (1) part number 0549941, low and high beam installed in the outside position on the driver's side.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers*

November 2, 2017 (Quote Number 91102-17P)

- one (1) part number 0549941, low and high beam installed in the inside position on the driver's side.
- one (1) part number 0549941, low and high beam installed in the inside position on the passenger's side.
- one (1) part number 0549941, low and high beam installed in the outside position on the passenger's side.

The LEDs included in the outer section of the headlights will be controlled per the following:

- activated when the battery switch is on, the ignition switch is on and the parking brake is released.
- deactivated when the headlight switch is on or the high-beam flash is on or when the parking brake is applied

### **DIRECTIONAL LIGHTS**

There will be two (2) Whelen 600® series, LED combination directional/marker lights provided. The lights will be located on the outside cab corners, next to the headlights.

The color of the lenses will be the same color as the LED's.

### **CAB CLEARANCE/MARKER/ID LIGHTS**

There will be seven (7) amber LED lights provided to indicate the presence and overall width of the vehicle in the following locations:

- Three (3) amber LED identification lights will be installed in the center of the cab above the windshield.
- Two (2) amber LED clearance lights will be installed, one (1) on each outboard side of the cab above the windshield.
- Two (2) amber LED marker lights will be installed, one (1) on each side above the cab doors.

### **INTERMEDIATE LIGHT**

There will be two (2) Weldon, Model 9186-8580-29, amber LED turn signal marker lights furnished, one (1) each side, in the rear fender panel. The light will double as a turn signal and marker light.

### **REAR CLEARANCE/MARKER/ID LIGHTING**

There will be three (3) Truck-Lite®, Model 33050R, LED lights used as identification lights recessed and located at the rear of the apparatus per the following:

- As close as practical to the vertical centerline
- Centers spaced not less than 6.00" or more than 12.00" apart
- Red in color

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

- All at the same height

There will be two (2) Truck-Lite, Model 33050R, LED lights recessed at the rear of the apparatus used as clearance lights located at the rear of the apparatus per the following:

- To indicate the overall width of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the rear
- All at the same height

There will be two (2) Truck-Lite, Model 33050R, LED lights recessed on the side of the apparatus as marker lights as close to the rear as practical per the following:

- To indicate the overall length of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the side
- All at the same height

There will be two (2) red reflectors located on the rear of the truck facing to the rear. One (1) each side, as far to the outside as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

There will be two (2) red reflectors located on the side of the truck facing to the side. One (1) each side, as far to the rear as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

Per FMVSS 108 and CMVSS 108 requirements.

### **REAR FMVSS LIGHTING**

The rear stop/tail and directional LED lighting will consist of the following:

- Two (2) Whelen®, Model M6BTT, red LED stop/tail lights
- Two (2) Whelen, Model M6T, amber LED arrow turn lights

The lights shall be provided with color lenses.

Each light will be installed separately at the rear with Whelen, Model M6FC, chrome flanges.

Two (2) Whelen Model M6BUW, LED backup lights, will be provided with a flange.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumpers*  
November 2, 2017 (Quote Number 91102-17P)

## **LICENSE PLATE BRACKET**

There will be one (1) license plate bracket mounted on the rear of the body.

A white LED light will illuminate the license plate. A polished stainless steel light shield will be provided over the light that will direct illumination downward, preventing white light to the rear.

## **BACK-UP ALARM**

A PRECO, Model 1040, solid-state electronic audible back-up alarm that actuates when the truck is shifted into reverse will be provided. The device will sound at 60 pulses per minute and automatically adjust its volume to maintain a minimum ten (10) dBA above surrounding environmental noise levels.

## **WARNING LIGHT FLASH PATTERN**

The flash pattern of all the exterior warning lights will be set to meet the certified California, Title XIII flash pattern by either the light manufacturer's default flash pattern or by a conversion change to the certified flash pattern.

## **MARKER LIGHTS**

There will be two (2) lights of Truck-Lite, model 35200, LED, marker lights installed on this apparatus.

The marker lights will be wired to the running lights of the vehicle.

The lights will be located at the rear lower body corners, one each side in the rubrail . These lights will be installed either recessed or with metal flanges to protect them from most damage.

Yellow lights will be installed in any location forward of the rear most point of the vehicle. A single red light will be installed at the rear most point only.

## **CAB PERIMETER SCENE LIGHTS**

There will be four (4) Amdor LumaBar H2O, Model AY-9500-020, 20.00" white LED strip lights provided, one (1) for each cab door.

These lights will be activated automatically when the battery switch is on and the exit doors are opened or by the same means as the body perimeter scene lights.

## **PUMP HOUSE PERIMETER LIGHTS**

There will be two (2) Amdor LumaBar H2O, Model AY-9500-020, 20.00" LED weatherproof strip lights with brackets provided under the pump panel running boards, one (1) each side.

The lights will be controlled by the same means as the body perimeter lights.

## **BODY PERIMETER SCENE LIGHTS**

There will be two (2) Amdor LumaBar H2O™, Model AY-9500-020, 20.00" 12 volt DC LED strip lights provided at the rear step area of the body, one (1) each side shining to the rear.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumps* November 2, 2017 (Quote Number 91102-17P)

The perimeter scene lights will be activated when a switch within reach of the driver is activated and the parking brake is applied.

### **STEP LIGHTS**

Four (4) white LED step lights will be provided. One (1) step light will be provided on each side, on the front compartment face and two (2) step lights at the rear to illuminate the tailboard.

In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15.00" x 15.00" square placed 10.00" below the light and a minimum of 1.5 fc covering an entire 30.00" x 30.00" square at the same 10.00" distance below the light.

These step lights will be actuated with the pump panel light switch.

All other steps on the apparatus will be illuminated per the current edition of NFPA 1901.

### **ADDITIONAL STEP LIGHT**

Additional lighting will be provided by white LED step lights. The step lights will be installed one in the cargo compartment and one on the front sheet above the crosslays.. The quantity of additional step lights will be two (2) lights.

In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light.

The additional step lights will be activated by the same means as the standard step lights.

### **FENDER SCENE LIGHTS**

There will be two (2) Ziamatic, Model Model ZQL-SS-LED, LED scene light(s) with stainless steel housing, installed on the side of the apparatus, in the rear wheel well panels, one (1) each side. Lights should be at a 45 degree angle to light the ground behind the rear wheels. .

A control for the light(s) selected above will be the following:

- a switch at the driver's side switch panel
- no additional switch location
- no additional switch location
- no additional switch location

These lights may be load managed when the parking brake is set.

### **12 VOLT LIGHTING, PS CAB**

There will be one (1) Whelen® Model PFS2P, 16,200 lumens 12 volt DC LED light(s) installed on the apparatus.



# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

The painted parts of this light assembly to be black.

The lights will be installed PS back of cab with the lighthouse positioned so that it stows just above the cab roof. In addition, assuming that the light stows facing out towards the side - the lighthouse shall not stick out any further than the cab side.

The pull up side mount outside pole length to be 12.00" long with handle holder and sensor connecting the pole to the Do Not Move Truck Indicator circuit.

The inside pole length to be 57.00" long or as long as practical to fit in the location selected.

The lights will be controlled by a switch at the driver's side switch panel and by a switch at the driver's side pump panel.

These light(s) may be load managed when the parking brake is applied.

2" brackets will be used for mounting the Pole Mounted Fld/Spt lights on the back of the cab

### **12 VOLT LIGHTING, DS CAB**

There will be one (1) Whelen® Model PFS2P, 16,200 lumens 12 volt DC LED light(s) installed on the apparatus.

The painted parts of this light assembly to be black.

The lights will be installed DS back of cab with the lighthouse positioned so that it stows just above the cab roof. In addition, assuming that the light stows facing out towards the side - the lighthouse shall not stick out any further than the cab side.

The pull up side mount outside pole length to be 12.00" long with handle holder and sensor connecting the pole to the Do Not Move Truck Indicator circuit.

The inside pole length to be 57.00" long or as long as practical to fit in the location selected.

The lights will be controlled by a switch at the driver's side switch panel and by a switch at the driver's side pump panel.

These light(s) may be load managed when the parking brake is applied.

2" brackets will be used for mounting the Pole Mounted Fld/Spt lights on the back of the cab

### **12 VOLT LIGHTING, DS**

There will be one (1) Whelen, Model PCPSM1\*, 12 volt surface mounted LED combination spot/flood light(s) located one (1) on the driver's side of cab centered above the exterior access door (D5). The lights will be mounted with black flange(s).

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

The light(s) selected above will be controlled by the following:

- a switch at the driver's side switch panel
- no additional switch location
- a switch at the driver's side pump panel
- no additional switch location

These light(s) may be load managed when the parking brake is set.

### **12 VOLT LIGHTING, PS**

There will be one (1) Whelen, Model PCPSM1\*, 12 volt surface mounted LED combination spot/flood light(s) located one (1) on the passenger's side of cab centered above the exterior access door (P5). The lights will be mounted with black flange(s).

The light(s) selected above will be controlled by the following:

- a switch at the driver's side switch panel
- no additional switch location
- a switch at the driver's side pump panel
- a switch at the passenger's side switch panel

These light(s) may be load managed when the parking brake is set.

### **12 VOLT LIGHTING, VISOR**

There will be one (1) Whelen® Pioneer™, Model PSL2\*, 12 volt DC LED floodlight(s) provided on the front visor, centered.

The painted parts of this light assembly to be black.

The lights will be steady burning with the selected switch features.

The light will be controlled by the following:

- a switch at the driver's side switch panel
- a switch at the pump operator's panel
- a switch at the passenger's side switch panel
- no additional switch location

These light(s) may be load managed when the parking brake is applied.

### **HOSE BED LIGHTS**

There will be Amdor LumaBar H2O, Model AY-9750-20, 20.00" white 12 volt DC LED light strips provided to illuminate the hose bed area.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

- One (1) LED light strip will be installed on the driver's side hose bed cover 30.00" from the front of the hose bed, as close to the hinge as practical.
- One (1) LED light strip will be installed on the passenger's side hose bed cover 30.00" from the rear of the hose bed, as close to the hinge as practical.

The lights will be activated when the hosebed cover is raised.

### **WALKING SURFACE LIGHTS**

There will be Two (2) Amdor Model LumaBar, white 12 volt DC LED strip light provided in the cargo area to illuminate the interior surface of the cargo area. Light(s) will be located under the top flange of the cargo area.

The light will be activated when the body step lights are on.

### **WATER TANK**

Booster tank will have a capacity of 500 gallons and be constructed of polypropylene plastic by United Plastic Fabricating, Incorporated.

Tank joints and seams will be nitrogen welded inside and out.

Tank will be baffled in accordance with NFPA bulletin 1901 requirements.

Baffles will have vent openings at both the top and bottom to permit movement of air and water between compartments.

Longitudinal partitions will be constructed of .38" polypropylene plastic and will extend from the bottom of the tank through the top cover to allow for positive welding.

Transverse partitions will extend from 4.00" off the bottom of the tank to the underside of the top cover.

All partitions will interlock and will be welded to the tank bottom and sides.

Tank top will be constructed of .50" polypropylene. It will be recessed .38" and will be welded to the tank sides and the longitudinal partitions.

Tank top will be sufficiently supported to keep it rigid during fast filling conditions.

Construction will include 2.00" polypropylene dowels spaced no more than 30.00" apart and welded to the transverse partitions. Two (2) of the dowels will be drilled and tapped (.50" diameter, 13.00" deep) to accommodate lifting eyes.

A sump that will be sized dependent on the tank to pump plumbing will be provided at the bottom of the water tank.

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

Sump will include a drain plug and the tank outlet.

Tank will be installed in a fabricated cradle assembly constructed of structural steel.

Sufficient crossmembers will be provided to properly support bottom of tank. Crossmembers will be constructed of steel bar channel or rectangular tubing.

Tank will "float" in cradle to avoid torsional stress caused by chassis frame flexing. Rubber cushions, .50" thick x 3.00" wide, will be placed on all horizontal surfaces that the tank rests on.

Stops or other provision will be provided to prevent an empty tank from bouncing excessively while moving vehicle.

Mounting system will be approved by the tank manufacturer.

Fill tower will be constructed of .50" polypropylene and will be a minimum of 8.00" wide x 14.00" long.

Fill tower will be furnished with a .25" thick polypropylene screen and a hinged cover.

An overflow pipe, constructed of 4.00" schedule 40 polypropylene, will be installed approximately halfway down the fill tower and extend through the water tank and exit to the rear of the rear axle.

The water tank fill dome will be located as close to the DS wall as possible to maximize storage up top.

The foam tank fill dome will be located as close to the DS wall as possible to maximize storage up top.

The water tank will be extended to the rear of the truck, over the rear compartment.

One (1) sleeve will be provided in the water tank for a 3.00" pipe to the rear.

### **HOSE BED**

The hose bed will be fabricated of 12-gauge galvanized steel.

The sides will not form any portion of the fender compartments.

Standard hose bed width will be minimum of 68.00" inside.

Upper and rear edges of side panels will have a double break for rigidity.

The upper inside area of the beavertails will be covered with brushed stainless steel to prevent damage to painted surface when hose is removed.

Flooring of the hose bed will be removable aluminum grating with the top surface corrugated to aid in hose aeration. The grating slats will be a minimum of 0.50" x 4.50" with spacing between slats for hose ventilation.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

Hose bed will accommodate (DS to PS) 800' x 5.00" / 800' x 2.50" / 200' x 1.75" single stacked / 200' x 2.50" pre-connect.

### **HOSE BED DIVIDER**

Three (3) adjustable hosebed dividers will be furnished for separating hose.

Each divider will be constructed of a .25" brushed aluminum sheet.

Partition will be fully adjustable by sliding in tracks, located at the front and rear of the hose bed.

Divider will be held in place by tightening six (6) bolts in (3) locations. Two (2) bolts at the front of the divider, two (2) bolts at the back of the divider and two (2) bolts in the middle of the divider.

Acorn nuts will be installed on all bolts in the hose bed which have exposed threads.

Flat surfaces will be sanded for uniform appearance, or constructed of brushed aluminum.

### **BACKBOARD COMPARTMENT**

One (1) backboard compartment will be fabricated of bright aluminum treadplate and mounted to the underside of the bright aluminum treadplate hose bed cover, on the passenger's side. Compartment(s) size will be make compartment with CLEAR INSIDE dimensions as follows: 74"L x 18"W x 4"D (note actual size of backboard is 72"L x 16.5"W x 2.5"D) and will have a bright aluminum treadplate drop-down door at the rear. Compartment(s) will be fully sealed all the way around.

A Deflector will be at the front of the backboard compartment(s) to prevent hose from getting hung up when off-loading.

A cross-divider will be provided just behind the fill tower. The divider will be bolted to the side sheet.

### **TRANSVERSE TOOL COMPARTMENT, FRONT OF HOSE BED**

A storage area will be provided at the front portion of the hose bed. A cross-divider will be installed approximately 24.00" behind the front sheet of the hose bed. The compartment will be the full width and height of the hosebed.

Two (2) bright aluminum treadplate covers will be provided above the entire storage compartment. These covers will be properly reinforced to support the weight of firefighters.

If access to water tank fill tower is blocked by the hose bed cover, then a hinged door will be provided in it so that tank may be filled without raising cover doors.

A chrome plated handle and two (2) recessed lift and turn latches will be provided for each cover.

Two (2) Amdor LED light strips will be provided on each side of the compartment door opening.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumpers*  
November 2, 2017 (Quote Number 91102-17P)

## **HOSE BED COVER**

A two (2) section hose bed cover, constructed of .125" bright aluminum treadplate will be furnished. The cover will be hinged with full length stainless steel piano hinge. The sides will be slanted down.

The cover will be reinforced so that it can support the weight of a man walking on the cover.

The cover is designed with the left cover opening first.

If access to the water tank fill tower is blocked by the hose bed cover, then a hinged door will be provided in it so that the tank may be filled without raising cover doors.

Chrome grab handles and four (4) gas filled cylinders will be provided to assist in opening and closing the cover. A handrail is to be provided at the rear, in the center of the support, to assist in opening the cover.

## **SAFETY CABLE FOR HOSE BED COVER**

There will be two (2) safety cable(s) provided for the hosebed cover to provide additional support.

## **HOSE BED COVER CYLINDERS**

The gas filled cylinders will be 180 lb to assist in opening and closing the cover.

A pair of black vinyl flaps will be installed on the rear of the bright aluminum treadplate hose bed cover, with a chain weight and paddle seat belt buckles will be provided at the rear of the cover. The two flaps will overlap at the center with velcro.

## **RUNNING BOARDS**

Running boards will be fabricated of .125" bright aluminum treadplate.

Each running board will be supported by a welded 2.00" square tubing and channel assembly, which will be bolted to the pump compartment substructure.

Running boards will be 14.75" deep and spaced .50" away from the pump panel. The front and rear outside corner of the running board will be finished with a 45 degree corner where it lines up with the body.

A splash guard will be provided above the running board treadplate.

## **TAILBOARD**

The tailboard will also be constructed of .125" bright aluminum treadplate and spaced .50" from the body, as well as supported by a structural steel assembly.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumps* November 2, 2017 (Quote Number 91102-17P)

The tailboard area will be 20.00" deep. The outboard sides of the tailboard will be angled at 45 degrees beginning at the point where the body meets the tailboard at the forward outboard edge angling rearward to the rear edge of the tailboard.

The exterior side will be flanged down and in for increased rigidity of tailboard structure.

### **REAR WALL, SMOOTH ALUMINUM/BODY MATERIAL**

The rear facing surfaces of the center rear wall will be smooth aluminum.

The bulkheads, the surface to the rear of the side body compartments, will be smooth and the same material as the body.

Any inboard facing surfaces below the height of the hosebed will be aluminum diamondplate .

### **TOW BAR**

A tow bar shall be installed under the tailboard at center of truck 4.00" in from the rear of the tailboard.

Tow bar shall be fabricated of 1.00" CRS bar rolled into a 3.00" radius.

Tow bar assembly shall be constructed of .38" structural angle. When force is applied to the bar, it shall be transmitted to the frame rail.

Tow bar assembly shall be designed and positioned to allow up to a 30 degree upward angled pull of 17,000 lb, or a 20,000 lb straight horizontal pull in line with the centerline of the vehicle.

Tow bar design shall have been fully tested and evaluated using strain gauge testing and finite element analysis techniques.

### **COMPARTMENTATION**

Body and compartments will be fabricated of galvalume steel.

Side compartments will be an integral assembly with the rear fenders.

Circular fender liners will be provided for prevention of rust pockets and ease of maintenance.

Compartment flooring will be 12 gauge and of the sweep out design, with the floor higher than the compartment door lip.

The compartment door opening will be framed by flanging the edges in 1.75" and bending out again .75" to form an angle.

Drip protection will be provided above the doors by means of bright aluminum extrusion, formed bright aluminum treadplate, or polished stainless steel.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

The top of the compartment will be covered with bright aluminum treadplate rolled over the edges on the front, rear, and outward side. These covers will have the corners TIG welded.

Side compartment covers will be separate from the compartment tops.

Front facing compartment walls will be covered with bright aluminum treadplate.

All screws and bolts which protrude into a compartment will have acorn nuts on the ends to prevent injury.

### **UNDERBODY SUPPORT SYSTEM**

Due to the severe loading requirements of this pumper, a method of body and compartment support suitable for the intended load will be provided.

The backbone of the support system will be the chassis frame rails, which is the strongest component of the chassis and designed for sustaining maximum loads.

The support system will include .375" thick steel vertical angle supports bolted to the chassis frame rails with .625" diameter bolts.

Attached to the bottom of the steel vertical angles will be horizontal angles, with gussets welded to the vertical members, which extend to the outside edge of the body.

A steel frame will be mounted on the top of these supports to create a floating substructure, which results in a 500 lb equipment support rating per lower compartment.

The floating substructure will be separated from the horizontal members with neoprene elastomer isolators. These isolators will reduce the natural flex stress of the chassis from being transmitted to the body.

The isolators will have a broad load range, proven viability in vehicular applications, be of a fail safe design and allow for all necessary movement in three (3) transitional and rotational modes.

The neoprene isolators will be installed in a modified V three (3)-point mounting pattern to reduce the natural flex of the chassis being transmitted to the body.

### **AGGRESSIVE WALKING SURFACE**

All exterior surfaces designated as stepping, standing, and walking areas will comply with the required average slip resistance of the current NFPA standards.



# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

### **LOUVERS**

Louvers will be stamped into compartment walls to provide the proper airflow inside the body compartments and to prevent water from dripping into the compartment. Where these louvers are provided, they will be formed into the metal and not added to the compartment as a separate plate.

### **TESTING OF BODY DESIGN**

Body structural analysis has been fully tested. Proven engineering and test techniques such as finite element analysis, model analysis, stress coating and strain gauging have been performed with special attention given to fatigue, life and structural integrity of the cab, body and substructure.

The body will be tested while loaded to its greatest in-service weight.

The criteria used during the testing procedure will include:

- Raising opposite corners of the vehicle tires 9.00", simulating the twisting a truck may experience when driving over a curb.
- Making a 90 degree turn while at 20 mph, simulating aggressive driving conditions.
- Driving the vehicle at 35 mph on a washboard road.
- Driving the vehicle at 55 mph on a smooth road.
- Accelerating the vehicle fully, until reaching the approximate speed of 45 mph, on rough pavement.

Evidence of actual testing techniques will be made available upon request.

### **LEFT SIDE COMPARTMENTATION**

The left side compartmentation will consist of three rollup door compartments.

A full height, rollup door compartment ahead of the rear wheels will be provided. The interior dimensions of this compartment will be 27.50" wide x 66.63" high x 25.88" deep in the lower 25.00" of the compartment and 12.00" deep in the remaining upper portion. The clear door opening will be a minimum of 21.75" wide x 56.88" high.

A rollup door compartment over the rear wheels will be provided. The interior dimensions of this compartment will be 66.50" wide x 32.88" high x 12.00" deep. The clear door opening will be a minimum of 58.25" wide x 23.13" high.

A full height, rollup door compartment behind the rear wheels will be provided. The interior dimensions of this compartment will be 47.75" wide x 67.63" high x 12.00" deep. A section of this compartment will be 25.88" deep for the first 31.50" width x 26.00" height directly behind the rear wheels. The clear door opening will be a minimum of 44.75" wide x 57.88" high.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers*

November 2, 2017 (Quote Number 91102-17P)

The interior height of the compartments will be measured from the compartment floor to the ceiling. The spool of the rollup door at the top of the compartment takes up some usable space. The depth of the compartments will be measured from the back wall to the inside of the door frame.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

### **RIGHT SIDE COMPARTMENTATION**

The right side compartmentation will consist of three rollup door compartments.

A full height, rollup door compartment ahead of the rear wheels will be provided. The interior dimensions of this compartment will be 27.50" wide x 66.63" high x 25.88" deep in the lower 25.00" of the compartment and 12.00" deep in the remaining upper portion. The clear door opening will be a minimum of 21.75" wide x 56.88" high.

A rollup door compartment over the rear wheels will be provided. The interior dimensions of this compartment will be 66.50" wide x 32.88" high x 12.00" deep. The clear door opening will be a minimum of 58.25" wide x 23.13" high.

A full height, rollup door compartment behind the rear wheels will be provided. The interior dimensions of this compartment will be 47.75" wide x 67.63" high x 12.00" deep. A section of this compartment will be 25.88" deep for the first 31.50" width x 26.00" height directly behind the rear wheels. The clear door opening will be a minimum of 44.75" wide x 57.88" high.

The interior height of the compartments will be measured from the compartment floor to the ceiling. The spool of the rollup door at the top of the compartment takes up some usable space. The depth of the compartments will be measured from the back wall to the inside of the door frame.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand

### **ROLLUP DOOR, SIDE COMPARTMENTS**

There will be six (6) compartment doors installed on the side compartments, double faced, aluminum construction, painted one (1) color to match the lower portion of the body and manufactured by AMDOR™ brand rollup doors.

Door(s) will be constructed using 1.00" extruded double wall aluminum slats which will feature a flat smooth interior surface to provide maximum protection against equipment hang-up. The slats will be connected with a structural driven ball and socket hinge designed to provide maximum curtain diaphragm strength. Mounting and adjusting the curtain will be done with a clip system that connects the curtain to the balancer drum allowing for easy tension adjustment without tools. The slats will be mounted in reusable slat shoes with positive snap-lock securement.

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

Each slat will incorporate weather tight recessed dual durometer seals. One (1) fin will be designed to locate the seal within the extrusion. The second will serve as a wiping seal which will also allow for compression to prevent water ingress.

The doors will be mounted in a one (1)-piece aluminum side frame with recessed side seals to minimize seal damage during equipment deployment. All seals including side frames, top gutters and bottom panel are to be manufactured utilizing non-marring materials.

Bottom panel flange of rollup door will be equipped with two (2) cut-outs to allow for easier access with gloved hands.

A polished stainless steel lift bar to be provided for each roll-up door. The lift bar will be located at the bottom of door with striker latches installed at the base of the side frames. Side frame mounted door strikers will include support beneath the stainless steel lift bar to prevent door curtain bounce, improve bottom seal life expectancy and to avoid false door ajar signals.

All injection molded rollup door wear components will be constructed of Type 6 nylon.

Each rollup door will have a 3.00 inch diameter balancer/tensioner drum to assist in lifting the door.

The header for the rollup door assembly will not exceed 4.00".

A heavy-duty magnetic switch will be used for control of open compartment door warning lights.

### **COMPARTMENTATION, REAR**

A rollup door compartment above the rear tailboard will be provided.

Interior dimensions of this compartment will be 40.00" wide x 33.63" high x 25.88" deep in the lower 26.00" of height and 15.75" deep in the remaining upper portion. Depth of the compartment will be calculated with the compartment door closed.

For a chassis with a rear mounted fuel tank, a louvered removable access panel will be furnished on the back wall of the compartment.

Rear compartment will be open into the rear side compartments.

Clear door opening of this compartment will be 33.25" wide x 26.00" high.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

### **ROLLUP DOOR, REAR COMPARTMENT**

The rear compartment will have a rollup door.

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

The door will be double faced, aluminum construction, satin aluminum and manufactured by AMDOR™ brand rollup doors.

The door will be constructed using 1.00" extruded double wall aluminum slats which will feature a flat smooth interior surface to provide maximum protection against equipment hang-up. The slats will be connected with a structural driven ball and socket hinge designed to provide maximum curtain diaphragm strength. Mounting and adjusting the curtain will be done with a clip system that connects the curtain to the balancer drum allowing for easy tension adjustment without tools. The slats will be mounted in reusable slat shoes with positive snap-lock securement.

Each slat will incorporate weather tight recessed dual durometer seals. One (1) fin will be designed to locate the seal within the extrusion. The second will serve as a wiping seal which will also allow for compression to prevent water ingress.

The door will be mounted in a one (1)-piece aluminum side frame with recessed side seals to minimize seal damage during equipment deployment. All seals including side frames, top gutters and bottom panel are to be manufactured utilizing non-marring materials.

Bottom panel flange of rollup door will be equipped with two (2) cut-outs to allow for easier access with gloved hands.

A polished stainless steel lift bar to be provided for each roll-up door. The lift bar will be located at the bottom of door with striker latches installed at the base of the side frames. Side frame mounted door strikers will include support beneath the stainless steel lift bar to prevent door curtain bounce, improve bottom seal life expectancy and to avoid false door ajar signals.

All injection molded rollup door wear components will be constructed of Type 6 Nylon.

The door will have a 3.00 inch diameter balancer/tensioner drum to assist in lifting the door.

The header for the rollup door assembly will not exceed 4.00".

A heavy-duty magnetic switch will be used for control of open compartment door warning lights.

### **BODY MODIFICATION FROM STANDARD**

The following body modifications will be required for the installation of a single axle air ride suspension:

- Rear compartment will be 5.00" shorter in depth.
- Special water tank mounting required if applicable.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumpers*  
November 2, 2017 (Quote Number 91102-17P)

## **SCUFFPLATE**

A pair of brushed stainless steel scuffplates will be furnished full height each side of the rear outer corners of the body.

## **DOOR GUARD**

There will be seven (7) compartment doors that will include a guard/drip pan designed to protect the roll-up door from damage when in the retracted position and contain any water spray. The guard will be fabricated from stainless steel and installed all compartments with rollup doors.

## **KEYED LOCK(S)**

A keyed lock will be furnished for one (1) compartment door. The compartmentation, to have a keyed lock, will be compartment P1 .

## **SCUFFTAPE**

Two (2) scuffplates will be provided for the around all three exposed edges for both air bottle compartments on the PS of the body (option 622393 and option 648325). Each scufftape will be 3- M poly.

## **ROLL-UP DOOR TRIM**

The exterior of the aluminum trim around the door opening will be painted to match job color.

There will be six (6) compartments with the trim painted.

## **COMPARTMENT LIGHTING**

There will be seven (7) compartment(s) with two (2) white 12 volt DC LED compartment light strips. The dual light strips will be centered vertically along each side of the door framing. There will be two (2) light strips per compartment. The dual light strips will be in all body compartment(s).

Any remaining compartments without light strips will have a 6.00" diameter Truck-Lite, Model: 79384 light. Each light will have a number 1076 one filament, two wire bulb.

Opening the compartment door will automatically turn the compartment lighting on.

## **NOTCH CARGO COMPARTMENT SIDESHEET**

The cargo compartment sidesheet on the passenger side of the unit will be notched for access to the reel.

A hose reel style roller assembly will be provided on the bottem of the notch.

## **STAY ARM**

A pneumatic stay arm will be added to the tool storage doors (option #568827) at the front of the hose bed

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumps*  
November 2, 2017 (Quote Number 91102-17P)

## **ALUMINUM COVER IN CARGO AREA**

An aluminum treadplate cover will be installed over the exposed hydraulic hoses in the cargo area for the foam system fluid reservoir.

## **CARGO FLOOR, PUNCHED**

The bright aluminum treadplate flooring in the cargo compartment will incorporate the star punching design to create an aggressive tread.

## **CARGO FLOOR, SPLIT**

The bright aluminum treadplate flooring in the cargo compartment will be split into two (2) or more pieces for easier access to the pump and plumbing without removing any other items and will support the weight of a fire fighter.

## **MOUNTING TRACKS**

There will be four (4) sets of tracks for mounting shelf(s) in D2, D1, P1 and P3. These tracks will be installed vertically to support the adjustable shelf(s), and will be full height of the compartment. The tracks will be unpainted with a natural finish.

## **ADJUSTABLE SHELVES**

There will be five (5) shelves with a capacity of 500 lb provided.

The shelf construction will consist of .188" aluminum painted spatter gray with 2.00" sides.

Each shelf will be infinitely adjustable by means of a threaded fastener, which slides in a track.

The shelves will be held in place by .12" thick stamped plated brackets and bolts.

The location(s) will be in D1 at the transition point to the left of the partition, in P1 in the lower third, in P1 in the upper third, in P3 in the upper third and in D2 centered between the floor and ceiling.

## **FIXED SHELVES**

There will be one (1) shelf with a capacity of 500 lb provided. The shelf construction will consist of .188" aluminum with 2.00" sides. Each shelf will be painted spatter gray to match the compartment interior. Each shelf will be fixed in its location in the compartment

The shelves will be held in place by .12" thick stamped plated brackets and bolts or angles bolted to the compartment as the engineer or shop floor see fit.

The location will be in D3 directly on top of the CTEACH cabinet.

## **ADJUSTABLE SHELVES**

There will be one (1) shelf provided D1 upper portion. The shelf construction will consist of .188" aluminum painted spatter gray. A capacity rating will not be available on this item due to a reduced side

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

height being less than 2.00". Each shelf will be infinitely adjustable by means of a threaded fastener, which slides in a track. Each shelf will as wide and as deep as the compartment space shall allow.

The shelves will be held in place by .12" thick stamped plated brackets and bolts.

The side height of the shelf/shelves will be as follows:

- Front: 1.00" high
- Rear: 2.00" high
- Left & Right Sides: 2.00" high

### **SLIDE-OUT FLOOR MOUNTED TRAY**

There will be one (1) floor mounted slide-out tray(s) with 2.00" sides provided P3. Each tray will be rated for up to 500lb in the extended position. The tray(s) will be constructed of a minimum .13" aluminum with welded corners. The finish will be painted spatter gray.

The trays will be designed for maximum compartment width and depth.

There will be two undermount-roller bearing type slides rated at 250lb each provided. The pair of slides will have a safety factor rating of 2.

To ensure years of dependable service, the slides will be coated with a finish that is tested to withstand a minimum of 1,000 hours of salt spray per ASTM B117.

To ensure years of easy operation, the slides will require no more than a 50lb force for push-in or pull-out movement when fully loaded after having been subjected to a 40 hour vibration (shaker) test under full load. The vibration drive file will have been generated from accelerometer data collected from a heavy truck chassis driven over rough gravel roads in an unloaded condition. Proof of compliance will be provided upon request.

Automatic locks will be provided for both the "in" and "out" positions. The trip mechanism for the locks will be located at the front of the tray for ease of use with a gloved hand.

### **SMOOTH ALUMINUM**

Two (2) horizontally installed tracks, with .188" smooth aluminum will be installed on the back wall of One (1) compartments. The smooth aluminum will be with a dual action finish. The locations are one (1) in D3 upper portion only, full height/depth.

### **TOOLBOARD**

An aluminum toolboard will be provided.

It will be a minimum of 0.188" thick with .203" diameter holes in a pegboard pattern with 1.00" centers between holes.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

A cut out/notch will be provided in the toolboard 8.00" high (from the top of the Turtle Tile) X as wide as feasible possible as to not compromise the structural integrity of the toolboard.

A 1.00" x 1.00" aluminum tube frame will be welded to the edge of the pegboard.

The board will be installed on centered on the tray. The board will not be adjustable. The tray is not included in this option.

There will be One (1) toolboard(s) provided. The toolboard(s) will be with a dual action finish and installed P3.

### **ACCESS PANEL**

A removable access panel will be provided P3 on the back (water tank) wall . This panel will be start access panel directly above the frame rail and extend it up 30.00" x full width and will be held in place with 1/4 turn fasteners. It will provide access to water tank components that require maintenance and calibration .

### **COMPARTMENT FLOOR SCUFFPLATE**

Aluminum treadplate will be provided on the floor of two (2) compartments. The locations will be, D1 and R1.

The edges of the treadplate will be completely caulked before installation to prevent corrosion.

### **DRAWER ASSEMBLY**

A slideout drawer assembly will be installed D3.

The clear dimensions of the first drawer starting at the top will be 3.25" with a face plate that is 4.00" high x 21.00" deep. The clear dimensions of the second drawer will be 7.75" with a face plate that is 8.00" high x 21.00" deep. The clear dimensions of the third drawer will be 7.75" with a face plate that is 8.00" high x 21.00" deep. Each drawer will be the same width and not exceed 24.00".

The drawers will have a capacity of 250 pounds.

The drawers will be mounted in a cabinet housing constructed of light gray powder coated aluminum with anodized aluminum frames. The housing will be 24.00" deep, and completely enclose the drawer.

A full-length aluminum extruded rail will be provided at the top edge of each drawer. This rail will act as the latching mechanism as well as the handle for each drawer.

There will be a total of one (1) provided.



# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumpers*  
November 2, 2017 (Quote Number 91102-17P)

## **DOOR STOP CABLE**

two (2) door stop cable will be provided on the one (1) on the DS air bottle compartment forward of the rear axle (option 648325) and one (1) on the PS air bottle compartment forward of the rear axle (option 622393). SEE PHOTOS FOR EXACT LOCATION AND HOW THESE WERE DONE AFTER MARKET ON 28760 01-09 door to prevent the door from contacting other options.

## **COMPARTMENT DUST FILTERS**

A total of five (5) body compartment louvers will have a removable dust filter installed to restrict road dirt from easily entering the compartment and will be installed D1, D3, P1, P3 and R1.

## **MATTING, COMPARTMENT SHELVING**

Turtle Tile compartment matting will be provided in eight (8) shelves. The locations are, each shelf and tray .

The color of the Turtle Tile will be red.

## **MATTING, COMPARTMENT FLOOR**

Turtle Tile compartment matting will be provided in three (3) compartments on the compartment floor. The locations are, D2, P1 and P2.

The Turtle Tile will be red and the leading edge of the matting will include the beveled edge. The beveled edge will be red .

## **PARTITION, TRANSVERSE REAR COMPARTMENT**

One (1) partition will be bolted in place to separate passenger side rear compartment from the rear tailboard compartment.

## **VERTICAL COMPARTMENT PARTITION**

One (1) partition will be provided.

The partition construction will consist of .125" aluminum painted spatter gray. Each partition will be the full vertical height of the compartment.

The location(s) will be determined at a later date.

## **RUB RAIL**

Bottom edge of the side and rear of the body compartments will be trimmed with a bright aluminum extruded rub rail.

Trim will be 2.12" high with 1.38" flanges turned outward for rigidity.

The rub rails will not be an integral part of the body construction, which allows replacement in the event of damage.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumpers*  
November 2, 2017 (Quote Number 91102-17P)

## **BODY FENDER CROWNS**

Stainless steel fender crowns will be provided around the rear wheel openings.

A rubber welting will be installed between the body and the crown to seal the seam and restrict moisture from entering.

A dielectric barrier will be provided between the fender crown fasteners (screws) and the fender sheet metal to prevent corrosion.

## **HARD SUCTION HOSE PROVIDED BY DEALER**

NFPA 1901, 2016 edition, section 5.8.2 requires a minimum of 20 ft of suction hose or 15 ft of supply hose.

Hose is not on the apparatus as manufactured. The dealer will provide suction or supply hose.

There will be Two (2) lengths of 10' long x6.00" diameter hose provided and equipped with a rocker lug X long handle couplings provided on the ends. The brand will be Kochek 6" NH Long Handle Female and NH Rocker Lug Male x 10' PVC Suction Hose [2P601].

## **HOSE TROUGHS**

Troughs for hard suction hose will be provided on top of the left side body compartments. Troughs will be V-shaped and located side by side. The hose will be held in place by chrome plated, quarter turn, spring loaded clamps.

Troughs will be constructed of aluminum and painted job color.

## **HANDRAILS**

The handrails will be 1.25" diameter anodized aluminum extrusion, with a ribbed design, to provide a positive gripping surface.

Chrome plated end stanchions will support the handrail. Plastic gaskets will be used between end stanchions and any painted surfaces.

Drain holes will be provided in the bottom of all vertically mounted handrails.

Handrails will be provided to meet NFPA 1901 section 15.8 requirements. The handrails will be installed as noted on the sales drawing.

One (1) vertical handrail, not less than 29.00" long, will be located on the driver side rear beavertail.

One (1) full width horizontal handrail will be provided below the hose bed at the rear of the apparatus.

One (1) handrail will be provided mounted on top of the left side sheet forward.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

### **AIR BOTTLE STORAGE (DOUBLE)**

A quantity of three (3) air bottle compartments, 15.25" wide x 7.75" tall x 26.00" deep, will be provided on the driver side forward of the rear wheels. The triangular door shall cover the double air bottle opening and the DEF tank access., on the driver side rearward of the rear wheels. The triangular door shall cover the double air bottle opening and the fuel tank access. and on the passenger side rearward of the rear wheels. The triangular door shall cover the double air bottle opening and the fuel tank access. . A painted stainless steel door with a Southco non-locking C2 chrome lever latch will be provided to contain the air bottle. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

Inside the compartment, "W" shaped insert formed of composite materials will be provided.

### **AIR BOTTLE COMPARTMENT STRAP**

A strap shall be provided in the air bottle compartment to help contain the air bottle when the vehicle is parked on an incline. The strap shall wrap around the neck and attach to the wall of the compartment.

### **AIR PACK STORAGE**

A total of one (1) air pack compartment(s) will be provided and located The full Air Pack compartment shall be located on the passenger's side of the body forward of the rear axle. The air pack compartment(s) will be tapered to match the profile of the space available in the fender. The compartment(s) will be approximately 15.50" wide at the top and 5.00" wide at the bottom for the wheel cutout. The compartment(s) will be 15.50" tall at the body side compartment and 6.00" tall at the wheel cutout. The compartment(s) will be 26.00" deep and have a drain hole.

Inside the compartment, black rubber matting will be provided.

A painted stainless steel hinged door with a Southco non-locking C2 chrome lever latch will be provided to contain the air pack. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

### **EXTENSION LADDERS PROVIDED BY FIRE DEPARTMENT**

NFPA 1901, 2016 edition, section 5.8.1.2 requires an extension ladder.

The extension ladder is not on the apparatus as manufactured. There will be one (1) extension ladder(s) provided and installed by the fire department. The ladder(s) will be a 24' Duo-Safety 900-A, two (2)-section.

### **ROOF LADDER PROVIDED BY FIRE DEPARTMENT**

NFPA 1901, 2016 edition, section 5.8.1.2 requires a minimum of one (1) roof ladder.

The roof ladder is not on the apparatus as manufactured. There will be one (1) roof ladder(s) provided and installed by the fire department. The ladder(s) will be a 14' Duo-Safety 775-A.

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for Four (4) Velocity Pumpers*

November 2, 2017 (Quote Number 91102-17P)

### **HYDRAULIC LADDER RACK**

Ground ladders will be mounted above the right side of the hose body in a specially designed swing-down cradle. This cradle will be electric/hydraulic operated. The system design will have been life cycle tested for at least 14 years of dependable service.

An independent hydraulic pump powered by a 12-volt electric motor will operate the hydraulics. The hydraulic pump and reservoir will be accessible from the ground through a stainless steel inspection door.

The ladder rack will incorporate two hydraulic rotary actuators, one each located inside the front compartment and the rear compartment. The actuators will be completely enclosed within each compartment to eliminate any pinch points while operating the ladder rack. Lifting arms will be attached outside the compartment body to the front and rear actuator.

The rack can be designed in certain situations to provide lifting capabilities up to 500 lb.

The maximum height of the rack from the ground in the lowered position will be no more than 47.00".

The electric control panel will have a master switch on/off switch, an actuation switch, an operation indicator light and operation instructions. The electric controls will be located in such a manner to allow the operator full view of the area into which the ladders will be lowered.

Two (2) air operated safety locks will be furnished to securely maintain the ladder bracket assembly in the travel position. These air operated safety locks will be controlled from the ladder rack control panel.

An enclosure is not required here, as an enclosure is provided in the "Bracket, Rear Warning, Hose Bed Lts Location Category" for the mounting of the rear warning lights.

Ladders will be secured to the brackets with two (2) locks retaining the roof ladder and the extension ladder. The locks will be such that when the roof ladder is removed, the clamps can be moved a half turn to hold the extension ladder in place.

### **LADDER RACK INTERLOCK AND NOT STOWED INDICATOR LIGHT**

An interlock will be provided to prevent operation of the ladder rack unless the apparatus parking brake has been activated.

A steady red indicator light will be located on the cab instrument panel and illuminated when the hydraulic ladder rack is not in the stowed position. The light will be labeled "Ladder Rack". In addition, the "Do Not Move Apparatus" light located in the cab will be activated when the hydraulic ladder rack is not in the stowed position.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumps*  
November 2, 2017 (Quote Number 91102-17P)

## **LIGHTS, FLASHING, HYDRAULIC LADDER RACK**

Flashing amber lights facing the front and rear will be provided on the ladder rack and activated whenever the rack is in the down position.

## **FOLDING LADDER PROVIDED BY FIRE DEPARTMENT**

NFPA 1901, 2016 edition, section 5.8.1.2 requires a folding ladder.

The folding ladder is not on the apparatus as manufactured. There will be one (1) 10' aluminum Series 585-A Duo-Safety folding ladder provided by the fire department. The ladder will be installed in the pike pole/folding ladder compartment.

The ladder rack pivot point will be raised 6.00" on the passenger's side to change the lifting capacity of the rack.

The rear ladder rack arm will have an offset to not block the rear upper zone warning lights.

## **LADDER LOCK COVER**

There will be two (2) aluminum treadplate cover(s) provided over the one over each lock on the PS hydraulic ladder rack air lock(s).

## **LIGHTS ON END OF LADDER RACK**

There will be one (1) Whelen, model 2FA00ZAR LED lights provided on either end of the hydraulic ladder rack. The light will activate when the rack is not fully stowed.

## **HYDRAULIC LADDER RACK PUMP LOCATION**

The hydraulic pump for the ladder rack will be located in the pumphouse. An access door will be provided to fill the pump.

## **10' PIKE POLE PROVIDED BY FIRE DEPARTMENT**

NFPA 1901, 2016 edition, Section 5.9.4 requires one (1) 8 ft or longer pike pole mounted in a bracket fastened to the apparatus.

The pike pole is not on the apparatus as manufactured. The fire department will provide and mount the pike pole.

The pike pole(s) will be a Nupla 10' pike pole.

## **6' PIKE POLE PROVIDED BY FIRE DEPARTMENT**

NFPA 1901, 2016 edition, Section 5.9.4 requires one (1) 6' pike pole or plaster hook mounted in a bracket fastened to the apparatus.

The pike pole is not on the apparatus as manufactured. The fire department will provide and mount the pike pole.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumps*  
November 2, 2017 (Quote Number 91102-17P)

The pike pole(s) will be a Nupla 6' pike pole.

## **PIKE POLE/FOLDING LADDER COMPARTMENT**

One (1) pike pole compartment will be provided, recessed below the water tank tee at the rear of body, on the driver's side.

The compartment will be equipped with three (3) pvc tubes to hold three (3) pike poles and a stainless steel trough for the folding ladder.

The door will be made of aluminum treadplate and have a lift and turn latch.

## **FRONT FOLDING STEPS**

A folding step will be provided on the driver side front bulkhead. The step will be a bright finished, non-skid step with a luminescent coating that is rechargeable from any light source and can hold a charge for up to 24 hours. The step will incorporate an LED light to illuminate the stepping surface. The step can be used as a hand hold with two openings wide enough for a gloved hand.

Three (3) additional folding steps will be located two (2) on the driver's side front bulkhead and one (1) on the DS rear 18" off the top of the intermediate step. The step(s) will be bright finished, non-skid, with a luminescent coating. The luminescent coating is rechargeable from any light source and can hold a charge for up to 24 hours. Each step will incorporate an LED light to illuminate the stepping surface. The step(s) can be used as a hand hold with two openings wide enough for a gloved hand.

## **REAR FOLDING STEPS**

Bright finished, non-skid folding steps with a luminescent coating that is rechargeable from any light source and can hold a charge for up to 24 hours will be provided at the rear on the driver's side. Each step will incorporate an LED light to illuminate the stepping surface. The steps can be used as a hand hold with two openings wide enough for a gloved hand.

## **REAR WEDGE STEP**

An 8.00" deep, full width bright aluminum tread plate step will be provided at the rear of the body. The step will be located per job 22903. A recess will be supplied for a TAN Traffic light, within the rear facing flange of the step. The pike pole compartment on the driver's side will be accessible through the step.

## **MIDSHIP FIRE PUMP**

Midship fire pump will be a Hale QMAX-150, 1500 gpm single (1) stage midship mounted centrifugal type.

Pump will be the class "A" type.

Pump will deliver the percentage of rated discharges at the pressures indicated below:

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

- 100% of rated capacity at 150 psi net pump pressure.
- 100% of rated capacity at 165 psi net pump pressure.
- 70% of rated capacity at 200 psi net pump pressure.
- 50% of rated capacity at 250 psi net pump pressure.

Entire pump and both suction and discharge passages will be hydrostatically tested to a pressure of 500 psi.

Pump will be fully tested at the pump manufacturer's factory to the performance requirements as outlined by the current NFPA 1901 standards and will be free from objectionable pulsation and vibration.

Pump body and related parts will be of fine grain, alloy cast iron with a minimum tensile strength of 30,000 psi (2041.2 bar).

All moving parts in contact with water will be of high quality bronze or stainless steel.

Pump body will be horizontally split, on a single plane in two (2) sections, for easy removal of entire impeller assembly, including wear rings and bearings from beneath the pump, without disturbing pump piping or the mounting of the pump in the chassis.

Pump will have one (1) double suction impeller. The pump body will have two (2) opposed discharge volute cutwaters to eliminate radial unbalance.

Pump impeller will be hard, fine grain bronze of the mixed flow design, accurately machined, hand-ground, and individually balanced. The vanes of the impeller intake eyes will be hand-ground and polished to a sharp edge. They will be of sufficient size and design to provide ample reserve capacity utilizing minimum horsepower.

Impeller clearance rings will be bronze and easily renewable without replacing impeller or pump volute body. They will be of the wrap-around double labyrinth design for maximum efficiency. Pump shaft will be electric furnace heat-treated, corrosion resistant stainless steel. It will be super-finished under packing with galvanic corrosion (zinc separators in packing) protection for longer shaft life. Pump shaft will be sealed with double oil seal to keep road dirt and water out of drive unit.

Pump shaft will be rigidly supported by three (3) bearings for minimum deflection. A high lead bronze sleeve bearing will be located immediately adjacent to the impeller (on the side opposite of the drive unit). The sleeve bearing will be automatically oil lubricated and pressure balanced to exclude foreign material. The remaining bearings will be heavy-duty, deep groove ball bearings in the gearbox and will be splash lubricated.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

### **PUMP PACKING**

Pump shaft will have one (1) packing gland located on inlet side of the pump, and will be of the split design for ease of repacking.

Packing gland will be a full-circle threaded design to exert uniform pressure on packing and prevent "cocking" and uneven packing load when it is tightened.

The packing gland will be easily adjusted by hand (with a rod or screwdriver), no special tools or wrenches required.

Packing rings will be of a unique, permanently lubricated, long-life graphite composition, and have sacrificial zinc foil separators to protect the pump shaft from galvanic corrosion.

### **PUMP TRANSMISSION**

The drive unit will be cast and completely manufactured and tested at the Hale Products, Inc. factory. The pump drive unit will be of sufficient size to withstand up to 16,000 foot/ pounds of torque from the engine in both the road and pump operating conditions. The drive unit is will be designed with ample lubrication reserve to maintain the proper operating temperature.

The gearbox drive shafts will be of heat treated chrome nickel steel and 2.75" in diameter on both the input and output drive shafts. They will be designed to withstand the full torque of the engine in both road and pump operating conditions.

All gears, both drive and pump, will be of the highest quality, electric furnace, chrome nickel steel. Bores will be ground to size and teeth integrated, crown-shaved and hardened, to give an extremely accurate gear for long life, smooth, quiet running and higher load carrying capability. An accurately cut spur design will be provided to eliminate all possible end thrust.

Pierce Manufacturing will select the pump ratio to provide the maximum performance with the engine and transmission selected. Three (3) green warning lights will be provided to indicate to the operator(s) when the pump has completed the shift from Road to Pump position. Two (2) lights will be located in the truck driving compartment and one (1) light on pump operator's panel adjacent to the throttle control.

### **PUMPING MODE**

An interlock system will be provided to ensure that the pump drive system components are properly engaged so that the apparatus can be safely operated. The interlock system will be designed to allow stationary pumping only.

### **AIR PUMP SHIFT**

Pump shift engagement will be made by a two (2) position sliding collar, actuated pneumatically (by air pressure), with a three (3) position air control switch located in the cab. A manual back-up shift control will also be located on the left side pump panel.



# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers*

November 2, 2017 (Quote Number 91102-17P)

Two (2) indicator lights will be provided adjacent to the pump shift inside the cab. One (1) green light will indicate the pump shift has been completed and be labeled "pump engaged". The second green light will indicate when the pump has been engaged and the chassis transmission is in pump gear. This indicator light will be labeled "OK to pump".

Another green indicator light will be installed adjacent to the hand throttle on the pump panel and indicate either the pump is engaged and the road transmission is in pump gear, or the road transmission is in neutral and the pump is not engaged. This light will be labeled "Warning: Do not open throttle unless light is on".

The pump shift will be interlocked to prevent the pump from being shifted out of gear when the chassis transmission is in gear to meet NFPA requirements.

The pump shift control in the cab will be illuminated to meet NFPA requirements.

### **TRANSMISSION LOCK-UP**

The direct gear transmission lock-up for the fire pump operation will engage automatically when the pump shift control in the cab is activated.

### **AUXILIARY COOLING SYSTEM**

A supplementary heat exchange cooling system will be provided to allow the use of water from the discharge side of the pump for cooling the engine water. The heat exchanger will be cylindrical type and will be a separate unit. The heat exchanger will be installed in the pump or engine compartment with the control located on the pump operator's control panel. Exchanger will be plumbed to the master drain valve.

### **INTAKE RELIEF VALVE**

An Elkhart relief valve will be installed on the suction side of the pump preset at 125 psig.

Relief valve will have a working range of 75 psig to 250 psig.

Outlet will terminate below the frame rails with a 2.50" National Standard hose thread adapter and will have a "do not cap" warning tag.

Control will be located behind an access door at a side pump panel.

### **PRESSURE CONTROLLER**

A Fire Research Pump Boss Model PBA200 pressure governor will be provided.

A pressure transducer will be installed in the water discharge manifold on the pump.

The display panel will be located at the pump operator's panel.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumps* November 2, 2017 (Quote Number 91102-17P)

An audible alarm will be provided.

### **PRIMING PUMP**

The priming pump will be a Trident Emergency Products compressed air powered, high efficiency, multistage venturi based AirPrime System, conforming to standards outlined in the current edition of NFPA 1901.

All wetted metallic parts of the priming system are to be of brass and stainless steel construction.

One (1) priming control will open the priming valve and start the pump primer.

### **RECIRCULATING LINE WITH CHECK VALVE**

A 0.50" diameter recirculating line, from the pump to the water tank, will be furnished with a control installed at the pump operator's control panel. A check valve will be provided in this line to prevent the back flow of water from the tank to the pump if the valve is left in the open position.

### **PUMP DRAIN LOCATION**

The foam/pump drawings will be located DS, as far back under the front step as possible. See 28760 job e-folder photos for reference. .

### **THERMAL RELIEF VALVE**

A Hale TRV-120 thermal protection device will be included on the pump that monitors pump water temperature and opens to relieve water to cool the pump when the temperature of the pump water exceeds 120 Degrees F (49 C).

The discharge line will be 3/8 inch diameter tubing plumbed to ground.

### **PUMP MANUALS**

There will be a total of two (2) pump manuals provided by the pump manufacturer and furnished with the apparatus. The manuals will be provided by the pump manufacturer in the form of two (2) electronic copies. Each manual will cover pump operation, maintenance, and parts.

### **PLUMBING, STAINLESS STEEL AND HOSE**

All inlet and outlet lines will be plumbed with either stainless steel pipe, flexible polypropylene tubing or synthetic rubber hose reinforced with hi-tensile polyester braid. All hose's will be equipped with brass or stainless steel couplings. All stainless steel hard plumbing will be a minimum of a schedule 10 wall thickness.

Where vibration or chassis flexing may damage or loosen piping or where a coupling is required for servicing, the piping will be equipped with victaulic or rubber couplings.

Plumbing manifold bodies will be ductile cast iron or stainless steel.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumps* November 2, 2017 (Quote Number 91102-17P)

All piping lines are to be drained through a master drain valve or will be equipped with individual drain valves. All drain lines will be extended with a hose to drain below the chassis frame.

All water carrying gauge lines will be of flexible polypropylene tubing.

All piping, hose and fittings will have a minimum of a 500 PSI hydrodynamic pressure rating.

### **PLUMBING, FOAM SYSTEM**

All piping that is in contact with the foam concentrate or foam/water solution will be stainless steel. The fittings will be stainless steel or brass. Cast iron pump manifolds will be allowed.

### **MAIN PUMP INLETS**

A 6.00" pump manifold inlet will be provided on each side of the vehicle. The suction inlets will include removable die cast zinc screens that are designed to provide cathodic protection for the pump, thus reducing corrosion in the pump.

### **MAIN PUMP INLET CAP**

Fire Department will provide one (1) cap for the main pump inlet.

The contractor will provide one (1) cap for the main pump inlet. The cap will have National Standard Threads and be chrome plated. This cap will be the Pierce VLH, which incorporates a patent pending thread design to automatically relieve stored pressure in the line when disconnected.

### **VALVES**

All ball valves will be Akron® Brass. The Akron valves will be the 8000 series heavy-duty style with a stainless steel ball and a simple two-seat design. No lubrication or regular maintenance is required on the valve.

Valves will have a **ten (10) year** warranty.

### **LEFT SIDE INLET**

There will be one (1) auxiliary inlet with a 2.50" valve at the left side pump panel, terminating with a 2.50" (F) National Standard hose thread adapter.

The auxiliary inlet will be provided with a strainer, chrome swivel and plug.

### **RIGHT SIDE INLET**

There will be one (1) auxiliary inlet with a 2.50" valve at the right side pump panel, terminating with a 2.50" (F) National Standard hose thread adapter.

The auxiliary inlet will be provided with a strainer, chrome swivel and plug.

The location of the valve for the two (2) inlets will be behind the pump panel.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumps* November 2, 2017 (Quote Number 91102-17P)

### **ANODE, INLET**

Two (2) sacrificial zinc anodes will be provided in the water pump to protect the pump from corrosion. One (1) will be install on the suction side and one (1) on the discharge side of the pump.

The anodes will be painted yellow for easy identification.

A small hole will be drilled in each anode to indicate that the anode should be replaced when it starts to leak.

### **INLET CONTROL**

The side auxiliary inlet(s) will incorporate a quarter-turn ball valve with the control located at the inlet valve. The valve operating mechanism will indicate the position of the valve.

### **INLET BLEEDER VALVE**

A 0.75" bleeder valve will be provided for each side gated inlet. The valves will be located behind the panel with a swing style handle control extended to the outside of the panel. The handles will be chrome plated and provide a visual indication of valve position. The swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage. The water discharged by the bleeders will be routed below the chassis frame rails.

### **TANK TO PUMP**

The booster tank will be connected to the intake side of the pump with heavy duty piping and a quarter turn 3.00" full flow line valve with the control remotely located at the operator's panel. The tank to pump line will run straight (no elbows) from the pump into the front face of the water tank and down into the tank sump. A rubber coupling will be included in this line to prevent damage from vibration or chassis flexing.

The control on the pump panel will be "in" when the valve is open and "out" when the valve is closed.

A check valve will be provided in the tank to pump supply line to prevent the possibility of "back filling" the water tank.

### **TANK REFILL**

A 1.50" combination tank refill and pump re-circulation line will be provided, using a quarter-turn full flow ball valve controlled from the pump operator's panel.

### **LEFT SIDE DISCHARGE OUTLETS**

There will be two (2) discharge outlets with a 2.50" valve on the left side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumpers*  
November 2, 2017 (Quote Number 91102-17P)

## **RIGHT SIDE DISCHARGE OUTLETS**

There will be two (2) discharge outlets with a 2.50" valve on the right side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter.

## **LARGE DIAMETER DISCHARGE OUTLET**

There will be a 4.00" discharge outlet with a 3.50" Akron Slo-Cloz valve with a 3.00" ball, installed on the right side of the apparatus, terminating with a 4.00" (M) National Standard hose thread adapter. This discharge outlet will be actuated with a lever control at the pump operator's control panel.

## **FRONT DISCHARGE OUTLET**

There will be one (1) 1.50" discharge outlet piped to the front of the apparatus and located on the top of the left side of the front bumper.

Plumbing will consist of 2.00" piping and flexible hose with a 2.00" ball valve with control at the pump operator's panel. A fabricated weldment made of stainless steel pipe will be used in the plumbing where appropriate. The piping will terminate with a 1.50" NST with 90 degree stainless steel swivel.

There will be Petcock quarter turn drains provided at all low points of the piping.

## **REAR DISCHARGE OUTLET**

There will be one (1) discharge outlet piped to the rear of the hose bed, passenger's side, installed so that proper clearance is provided for spanner wrenches and elbows/adapters will be allowed to rotate 360 degrees without interference. The pipe shall be 3" longer than standard, from the rear wall. Plumbing will consist of 2.50" piping along with a 2.50" full flow ball valve with the control from the pump operator's panel.

## **FRONT OF HOSE BED DISCHARGE OUTLET**

There will be one (1) discharge outlet discharge(s) piped to the front of the hose bed and located in the 200' x 2.50" pre-connect bed down low. Plumbing will consist of 2.50" piping with a 2.50" full-flow ball valve controlled at the pump operator's panel. The discharge(s) will terminate with a 2.50" (M) National Standard hose thread adapter.

## **DISCHARGE CAPS**

Chrome plated, rocker lug, caps with stainless steel cables will be furnished for all discharge outlets.

The auxiliary inlet plugs will have stainless steel cables.

## **OUTLET BLEEDERS**

A 0.75" bleeder valve will be provided for each outlet 1.50" or larger.

The valves will be located behind the panel with a swing style handle control extended to the outside of the side pump panel. The handles will be chrome plated with visual indication of valve position. The

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumps*

November 2, 2017 (Quote Number 91102-17P)

swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage. Bleeders will be located at the bottom of the pump panel. They will be properly labeled identifying the discharge they are plumbed in to. The water discharged by the bleeders will be routed below the chassis frame rails.

### **LEFT SIDE OUTLET ELBOWS**

The 2.50" discharge outlets located on the left side pump panel will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

### **RIGHT SIDE OUTLET ELBOWS**

The 2.50" discharge outlets located on the right side pump panel will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

### **REAR OUTLET ELBOWS**

The 2.50" discharge outlets located at the rear of the apparatus will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

### **LARGE DIAMETER OUTLET ELBOWS**

The 4.00" outlet will be furnished with a 4.00" (F) National Standard hose thread swivel x 4.50" (M) National Standard hose thread elbow adapter with cap.

### **REDUCER**

There will be five (5) adapters with 2.50" FNST x 1.50" MNST threads and a 1.50" chrome plated cap installed on two on the driver side, two on the passenger side and one on the PS rear discharge .

### **DISCHARGE OUTLET CONTROLS**

The discharge outlets will incorporate a quarter-turn ball valve with the control located at the pump operator's panel. The valve operating mechanism will indicate the position of the valve or an indicator will be provided to show when the valve is closed.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumpers*  
November 2, 2017 (Quote Number 91102-17P)

## **SWING CONTROLS**

There will be four (4) discharge outlets controlled by an Akron locking horizontal swing style control. The controls will be Akron SZ handles or the Akron 7592 remote control. These controls will be located on the following discharges: the two (2) 2.50" on the DS, One (1) 2.50" on the PS and the passenger side 4" discharge (option #24975).

## **DELUGE RISER**

A 3.00" deluge riser will be installed above the pump in such a manner that a monitor can be mounted and used effectively. Piping will be installed securely so no movement develops when the line is charged. This outlet will be recessed and located off-center towards the PS.

The riser will be gated with an electrically actuated 3.00" Akron valve, and controlled from two (2) locations. The valve will be controlled by Akron 9323 Navigator Pro controllers.

The controller unit will be of true position feedback design, requiring no clutches in the motor or current limiting. The controller will be completely sealed with two (2) button open and close valve position capability and a full color LCD display with backlight. One (1) controller will be located at the operator's panel and one (1) at the outlet on the back of the passenger's side cargo area.

## **TELESCOPIC PIPING**

The deluge riser piping will include a 18.00" Task Force Model XG18 Extend-A-Gun extension. This extension will be telescopic to allow the deluge gun to be raised 18.00" increasing the range of operation.

A position sensor will be provided on the telescopic piping that will activate the "do not move vehicle" light inside the cab when the monitor is in the raised position.

## **MONITOR**

To insure that the deluge outlet provided by the apparatus manufacturer is compatible with the monitor, the make and model that is customer/dealer furnished will be Task Force Crossfire Series XFC-42.

The deluge riser Extend-a-Gun will have provisions for direct mounting a Task Force Tips CrossFire monitor.

## **CROSSLAY HOSE BEDS**

Two (2) crosslays with 1.50" outlets will be provided. Each bed to be capable of carrying crosslay #1 = 5.00"W clear inside to hold 200' x 1.75", crosslay #2 = 5.00"W clear inside to hold 200' x 1.75" but will have a special depth of 25". Each bed will be plumbed with 2.00" i.d. pipe and gated with a 2.00" quarter turn ball valve.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

Outlets to be equipped with a 1.50" National Standard hose thread 90 degree swivel located in the hose bed so that hose may be removed from either side of apparatus. The swivels will be located a maximum of 10 inches in from the side of the pump house.

The crosslay controls will be at the pump operator's panel.

The center crosslay dividers will be fabricated of .25" aluminum and will provide adjustment from side to side. The divider will be unpainted with a DA finish. The remainder of the crosslay bed will be painted job color.

Stainless steel vertical scuffplates will be provided at hose bed ends (each side of vehicle). Bottom of hose bed ends (each side) will also be equipped with a stainless steel scuffplate.

Crosslay bed flooring will consist of removable perforated brushed aluminum.

Crosslay bed flooring will not exceed 68.00" from ground.

The crosslay bed flooring will be cut in 5" and bent to create a ramp just outboard of the swivels. The ramp in bed one will be bent down 1.75". The ramp in bed two will be bent down to the channel.

Durasurf will be added to the ramps.

### **CROSSLAY COVER**

A hinged aluminum treadplate cover will be installed over the crosslay hose beds. It will include a latch at each end of the cover to hold it securely in place, a chrome grab handle at each end for opening and closing the cover and a foam rubber gasket where the cover comes into contact to a painted surface.

Two (2) hold open devices will be provided with the cover, one device at each end.

### **CROSSLAY SWIVEL LOCATION**

The location of the swivels per crosslay will be forward crosslay swivel is 18" in from drivers side. Rear crosslay bed swivel is 18" in from passenger side.

### **CROSSLAY COVER**

A black vinyl cover with two web straps with velcro and footman loops along the bottom edge and quarter turn fasteners at the top corners will be provided over the ends of the crosslay hose beds.

### **CROSSLAY SWIVEL**

The crosslay swivel holes will be enlarged as much as possible to allow for easier access to disconnect the crosslay hose.



# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumps*  
November 2, 2017 (Quote Number 91102-17P)

## **BOOSTER HOSE REEL**

A Hannay electric rewind booster hose reel will be installed over the pump in a recessed open compartment on the left side of the apparatus. Reel will be fabricated of aluminum and have highly polished end discs.

A polished stainless steel roller and guide assembly will be mounted on the reel side of the apparatus.

Discharge control will be provided at the pump operator's panel. Plumbing to the reel will consist of 1.50" Aeroquip hose and a 1.50" valve.

Reel motor will be protected from overload with a circuit breaker rated to match the motor.

Two (2) electric rewind control switches will be provided, one (1) installed on each pump panel.

Capacity of the hose reel will be 200 feet of .75" booster hose.

## **HOSEREEL ACCESS**

Two (2) cutouts will be provided in the side sheet next to each booster hose reel. Each cutout will allow access to the hose and provide a window to view the reel. Stainless steel trim will be mounted horizontally and vertically around each cutout.

The control on the pump panel will be "in" when the valve is open and "out" when the valve is closed. This style control will be provided on one (1) hose reel(s).

There will be two (2) additional polished stainless steel roller and guide assembly mounted one (1) on the PS side sheet and one (1) towards the center of the vehicle in the cargo area just on the other side of the reel.

## **COVER**

An aluminum 4-way cover shall be installed over the hose reel motor solenoid and wiring. The cover will protect the solenoid and wiring from damage.

## **FOAM PROPORTIONER**

A Pierce Husky™ 12 foam proportioning system will be provided that is an on demand, automatic proportioning, single point, direct injection system suitable for all types of Class A and B foam concentrates, including the high viscosity (6000 cps), alcohol resistant Class B foams. Operation will be based on direct measurement of water flow, and remain consistent within the specified flows and pressures. The system will automatically balance and proportion foam solution at rates from .1 percent to 9.9 percent regardless of variations in water pressure and flow, up to the maximum rated capacity of the foam concentrate pump.

The design of the system will allow operation from draft, hydrant, or relay operation. This will provide a versatile system to meet the demands at a fire scene.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumps* November 2, 2017 (Quote Number 91102-17P)

### **SYSTEM CAPACITY**

The system will have the ability to deliver the following minimum foam solution flow rates that meet or exceed NFPA requirements at a pump rating of 250 psi.

- 200 gpm @ 6 percent
- 400 gpm @ 3 percent
- 1200 gpm @ 1 percent

The foam concentrate setting may be adjusted in .1 percent increments from .1 percent to 9.9 percent. Typical settings are .3 percent, .5 percent and 1.0 percent (The maximum capacity will be limited to the plumbing and water pump capacity).

### **CONTROL SYSTEM**

The system will be equipped with a digital electronic control display located on the pump operators panel. Push button controls will be integrated into the panel to turn the system on/off, control the foam percentage, direct which foam to use on a multi-tank system, and to set the operation modes (automatic, manual, draft, calibration, or flush).

The percent of injection will have presets for Class A or Class B foam. These presets can be changed at the fire department as desired. The percent of injection will be able to be easily changed at the scene to adjust to changing demands.

In order to minimize the use of abbreviations and interpretations, system information will be displayed on the panel by way of .50 tall LEDs that total 14 characters (two (2) lines of seven (7) each). System on and foam pump on indicator lights will also be included. Information displayed will include mode of operation (automatic, manual, draft, calibration, or flush), foam supply selected (Class A or Class B), water total, foam total, foam percentage, remaining gallons, and time remaining.

The control display will direct a microprocessor, which receives input from the systems water flow meter while also monitoring the position of the foam concentrate pump. The microprocessor will compare the values of the water flow versus the position/rate of the foam pump, to ensure the proportion rate is accurate. One (1) check valve will be installed in the plumbing to prevent foam from contaminating the water pump.

### **LOW LEVEL FOAM TANK**

The control head will display a warning message when the foam tank in use is below a quarter tank.

### **HYDRAULIC DRIVE SYSTEM**

The foam concentrate pump will be powered by a hydraulic drive system, which is automatically activated, whenever the vehicle water pump is engaged. A large parasitic electric load used to power the foam pump can cause an overload of the chassis electrical system.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers*

November 2, 2017 (Quote Number 91102-17P)

Hydraulic oil cooler will be provided to automatically prevent overheating of the hydraulic oil, which is detrimental to system components. The oil/water cooler will be designed to allow continuous system operation without allowing hydraulic oil temperature to exceed the oil specifications.

The hydraulic oil reservoir will be of four (4) gallons minimum capacity and will also be of sufficient size to minimize foaming and be located to facilitate checking oil level or adding oil without spillage or the need to remove access panels.

### **FOAM CONCENTRATE PUMP**

The foam concentrate pump will be of positive displacement, self-priming; linear actuated design, driven by the hydraulic motor. The pump will be constructed of brass body; chrome plated stainless steel shaft, with a stainless steel piston. In order to increase longevity of the pump, no aluminum will be present in its construction.

A relief system will be provided which is designed to protect the drive system components and prevent over pressuring the foam concentrate pump

The foam concentrate pump will have minimum capacity for 12 gpm with all types of foam concentrates with a viscosity at or below 6000 cps including protein, fluoroprotein, AFFF, FFFP, or AR-AFFF. The system will deliver only the amount of foam concentrate flow required, without recirculating foam back to the storage tank. Recirculating foam concentrate back to the storage tank can cause agitation and premature foaming of the concentrate, which can result in system failure. The foam concentrate pump will be self-priming and have the ability to draw foam concentrate from external supplies such as drums or pails.

### **EXTERNAL FOAM CONCENTRATE CONNECTION**

An external foam pick-up will be provided to enable use of a foam agent that is not stored on the vehicle. The external foam pick-up will be designed to allow continued operation after the on-board foam tank is empty. The external foam pick-up will be designed to allow use with training foam or colored water for training purposes.

### **PANEL MOUNTED STRAINER / EXTERNAL PICK-UP CONNECTION**

A bronze body strainer / connector unit will be provided. The unit will be mounted to the pump panel. The external foam pick-up will be one (1) 1.00" male connection with chrome-plated cap integrated to a 2.00" strainer cleanout cap. A check valve will be installed in the pick-up portion of the cleanout cap. A basket style stainless steel screen will be installed in the body of the strainer / connector unit. Removal of the 2.00" cleanout cap will be all that is required to gain access to and remove the stainless steel basket screen. The strainer / connector unit will be ahead of the foam concentrate pump inlet port to insure that all agents reaching the foam pump has been strained.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumpers*  
November 2, 2017 (Quote Number 91102-17P)

## **PICK-UP HOSE**

A 1.00" flexible hose with an end for insertion into foam containers will be provided. The hose will be supplied with a 1.00" female swivel NST thread swivel connector. The hose will be shipped loose.

## **DISCHARGES**

The foam system will be plumbed to six (6) discharges. The discharges capable of dispensing foam will be #1 crosslay (orange), #2 crosslay (red), booster reel (beige), front discharge (green), PS No. 2 discharge (white), and PS rear discharge (purple).

## **SYSTEM ELECTRICAL LOAD**

The foam proportioning will not impose an electrical load on the vehicle electrical system any greater than five (5) amps at 12VDC.

## **FOAM SUPPLY VALVE**

An electric valve will be used for the foam supply valve. The foam supply valve will be controlled at the foam system control head for ease of operation. The supply valve will be electric, remote controlled, to eliminate air pockets in the foam tank supply hose.

## **MAINTENANCE MESSAGE**

A message will be displayed on the control head to advise when system maintenance needs to be performed. The message will display interval for cleaning the foam strainer, cleaning for the water strainers, and changing the hydraulic oil.

## **FLUSH SYSTEM**

The system will be designed such that a flush mode will be provided to allow the system to flush all foam concentrate with clear water. The flush circuit control logic will ensure the foam tank supply valve is closed prior to opening the flush valve. The flush valve will be operated at the foam system control head for ease of operation. The valve will be electrically controlled and located as close to the foam tank supply valve as possible. A manual flush drain valve will be labeled and located under the driver's side running board.

## **SINGLE FOAM TANK REFILL**

The foam system's proportioning pump will be used to fill the Class A foam tank. This will allow use of the auxiliary foam pick-up to pump the foam from pails or a drum on the ground into the foam tank. A foam shut-off switch will be installed in the fill dome of the tank to shut the system down when the tank is full. The fill operation will be controlled by a mode in the foam system controller stating TANK FILL. While the proportioner pump is filling the tank, the controller will display FILL TANK. When the tank is full, as determined by the float switch in the tank dome, the pump will stop and the controller will display TANK FULL.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

### **FOAM TANK DRAIN**

The foam tank shut off will be a 1.50" 1/4 turn valve located inside the pump compartment accessible through a door on the passenger's side pump panel .Add a foam shut off tage in PS access door on the pump panel. Wire tie the valve in the open position..

### **FOAM TANK**

The foam tank will be an integral portion of the polypropylene water tank. The cell will have a capacity of 20 gallons of foam with the intended use of Class A foam. The foam cell will not reduce the capacity of the water tank. The foam cell will have a screen in the fill dome and a breather in the lid.

The lid shall be hinged at the left side, it shall also have a latch to hold the lid down.

### **FOAM TANK DRAIN**

A system of 1.00" foam tank drains will be provided, integrated into the foam systems strainer and tank to foam pump valve management system.The tank to pump hoses running from the tank(s) to the panel mounted strainer will 1.00" diameter.The foam system controller will have a mode that allows for a given foam valve to be opened at will. Flow of foam from the tank valve to the strainer will be usable as a tank drain mode.

An adaptor will be supplied, that allows the 1.00" foam intake screen to assembly to be used as a drain outlet. The standard supplied 1.00" foam pick up hose will be attached to the screen assembly by way of the adapter. The drain mode will allow the operator to open and close the tank valve as required from the control head, to drain foam and re-fill foam containers through the connected hose, without foam spillage beneath the vehicle.

### **PUMP COMPARTMENT**

The pump compartment will be separate from the hose body and compartments so that each may flex independently of the other. It will be a fabricated assembly of steel tubing, angles and channels which supports both the fire pump and the side running boards.

The pump compartment will be mounted on the chassis frame rails with rubber biscuits in a four point pattern to allow for chassis frame twist.

Pump compartment, pump, plumbing and gauge panels will be removable from the chassis in a single assembly.

### **PUMP MOUNTING**

Pump will be mounted to a substructure which will be mounted to the chassis frame rail using rubber isolators. The mounting will allow chassis frame rails to flex independently without damage to the fire pump.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumps*  
November 2, 2017 (Quote Number 91102-17P)

## **PUMP CONTROL PANELS (SIDE CONTROL)**

All pump controls and gauges will be located at the left (driver's) side of the apparatus and properly marked.

The pump panel on the right (passenger's) side will be removable with lift and turn type fasteners. The left (driver's) side will be fastened with screws.

The control panels will be 52.00" wide.

The gauge and control panels will be two (2) separate panels for ease of maintenance.

The side gauge panel will be hinged at the bottom with a full length stainless steel hinge. The fasteners used to hold the panel in the upright position will be quarter turn type. Vinyl covered cable or chains will be used to hold the gauge panel in the dropped position.

Polished stainless steel trim collars will be installed around all inlets and outlets.

All push/pull valve controls will have 1/4 turn locking control rods with polished chrome plated zinc tee handles. Guides for the push/pull control rods will be chrome plated zinc castings securely mounted to the pump panel. Push/pull valve controls will be capable of locking in any position. The control rods will pull straight out of the panel and will be equipped with universal joints to eliminate binding.

The identification tag for each valve control will be recessed in the face of the tee handle.

All discharge outlets will have color coded identification tags, with each discharge having its own unique color. Color coding will include the labeling of the outlet and the drain for each corresponding discharge.

All line pressure gauges will be mounted in individual chrome plated castings with the identification tag recessed in the casting below the gauge. All remaining identification tags will be mounted on the pump panel in chrome plated bezels. Mounting of the castings and identification bezels will be done with a threaded peg cast on the back side of the bezel or screws.

## **PUMP PANEL CONFIGURATION**

The driver side and passenger side pump panel configurations will match those on match 28760 01-09 .

Option differences may be evident and an identical match is not possible. An as close as possible similarity will be the intent.

## **PUMP AND GAUGE PANEL**

The pump and gauge panels will be constructed of stainless steel with a brushed finish. A polished aluminum trim molding will be provided on both sides of the pump panel.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

The passenger's side pump panel shall be removable and fastened with swell type fasteners. There shall be a sufficient amount of swell type fasteners provided to prevent any type of rattling or movement of the passenger side pump panel.

On the front of the pump house structure, provisions shall be provided for access to the pump.

### **PUMP COMPARTMENT LIGHT**

There will be one (1) Whelen®, Model 3SC0CDCR, 3.00" white 12 volt DC LED light(s) with Whelen, Model 3FLANGEC, flange(s) installed in the pump compartment.

There will be a switch accessible through a door on the pump panel included with this installation.

Engine monitoring graduated LED indicators will be incorporated with the pressure controller.

Also provided at the pump panel will be the following:

- Master Pump Drain Control

### **PUMP PANEL ACCESS DRAIN VALVES**

All the drain valves will be installed and grouped together. The drain valves will be located on a removable panel.

### **COMPARTMENT, HYDRAULIC LADDER RACK CONTROL PANEL**

A compartment shall be provided at the pump panel, passenger's side. This compartment shall be large enough to house the control panel for the hydraulic ladder rack. A stainless steel spring-loaded door shall be provided.

### **PUMP PANEL, ACCESS DOOR**

All of the access doors on the pump panels shall be brushed stainless steel in place of the standard polished stainless steel.

### **GARNISH RINGS**

All of the garnish rings on the pump panels shall be brushed stainless steel in place of the standard polished stainless steel.

### **AIR HORN BUTTON**

An air horn control button will be provided at the pump operator's control panel. This button will be red in color and properly labeled "Evacuation".

### **PASSENGERS SIDE DRAINS**

The drains on the passengers side pump panel will be located to keep the area under the main pump inlet clear for customer installed piston intake valve.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumpers*  
November 2, 2017 (Quote Number 91102-17P)

## **DRAINS, ABOVE RUNNING BOARDS, DS & PS**

Both the driver's side and passenger's side drains will be installed above the running boards, on the pump panels.

## **DRAINS, DRIVERS SIDE**

The drains on the drivers side pump panel will be located to keep the area under the main pump inlet clear for customer installed piston intake valve.

## **HINGED GAUGE PANEL/SPEAKER GRILLE**

The pump gauge panel shall be vertically hinged with quarter turn lift and turn latches for access. The hinged gauge panel shall have a louvered radio speaker grille integrated part of the gauge panel.

All trim pieces that attach to this panel must be attached with screws or bolts/nuts. No glue on trim pieces are allowed.

## **COVER**

An aluminum 4-way cover with hinge shall be provided over the electric valve controller in the cargo area for the deluge outlet.

## **HANDLE ORIENTATION**

The swing control handles on the driver's side pump panel will be installed so that the closed positions are outward. Handles on the left will be to the left when closed. Handles on the right will be on the right when closed. See attached photo.

## **OUTLET TRIM RINGS**

The drivers side discharges and auxiliary inlet valves will be recessed behind the panel and have larger holes provided in the pump panel to facilitate removal of the valves without removing the complete pump panel. Stainless steel trim plates will be provided to trim the holes.

## **WIRING INFORMATION FOR THE PASSENGER SIDE PUMP PANEL**

The wiring installed on the passenger's side removable panel(s) will be consolidated into as few weather resistant quick disconnect plug(s) as practical.

## **SPECIAL LABEL**

There will be two (2) special label/s provided and installed Passengers side large dia discharge. and the Passenger Side Rear Discharge Water-Foam.. Each label will be worded as follows, Passengers side large dia discharge will read "NO.5 LDH DISCHARGE" (blue). The Passenger Side Rear Discharge will read "NO.6 REAR DISCHARGE" (purple).

LEFT SIDE: #1 Light, #2 Panel light switch, #3 Reel Rewind, #4 DS Tele-light, #5 PS Tele-light, #6 Front Floodlight. RIGHT SIDE: #1 DS Scene, #2 PS Scene, #3 Rear Scene, #4 Pump Engaged Light, #5 Air Suspension, #6 Evacuation Horn..



# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

### **COLOR CODED NAME TAGS**

There will be six (6) outlet discharges with special color coded name tags. These tags will be used for labeling the discharge pressure gauges, controls, outlets and drains. #1 crosslay (orange), #2 crosslay (red), booster reel (beige), front discharge (green), PS No. 2 discharge (white), and No.6 rear discharge (purple).

### **TAG**

The labels on the DS PP will be together on the bottom of the panel.

- A pump RPM test port

### **VACUUM AND PRESSURE GAUGES**

The pump vacuum and pressure gauges will be liquid filled and manufactured by Class 1 Incorporated ©.

The gauges will be a minimum of 6.00" in diameter and will have white faces with black lettering, with a pressure range of 30.00"-0-600#.

The pump pressure and vacuum gauges will be installed adjacent to each other at the pump operator's control panel.

Test port connections will be provided at the pump operator's panel. One will be connected to the intake side of the pump, and the other to the discharge manifold of the pump. They will have 0.25 in. standard pipe thread connections and polished stainless steel plugs. They will be marked with a label.

### **PRESSURE GAUGES**

The individual "line" pressure gauges for the discharges will be interlube filled and manufactured by Class 1©.

The gauges will be a minimum of 3.50" in diameter and will have white faces with black markings.

Gauges will be compound type with a vacuum/pressure range of 30.00" 0-400 psi.

The individual pressure gauge will be installed as close to the outlet control as practical.

### **WATER LEVEL GAUGE**

A Fire Research TankVision Pro model WLA300-A00 water tank indicator gauge will be installed on the pump operators panel. The gauge kit will include an electronic indicator module, a pressure sensor, and a 10' sensor cable. The gauge will show the volume of water in the tank on nine (9) easy to see super bright RGB LEDs. A wide view lens over the LEDs will provide for a viewing angle of 180 degrees.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

The gauge case will be waterproof, manufactured of Polycarbonate/Nylon material, and have a distinctive blue label.

The program features will be accessed from the front of the indicator module. The program will support self-diagnostics capabilities, self-calibration, six (6) programmable colored light patterns to display tank volume, adjustable brightness control levels and a data link to connect remote indicators. Low water warnings will include flashing LEDs at 1/4 tank and down chasing LEDs when the tank is almost empty.

The gauge will receive an input signal from an electronic pressure sensor. The sensor will be mounted from the outside of the water tank near the bottom. No probe will be placed on the interior of the tank. Wiring will be weather resistant and have automotive type plug-in connectors.

### **WATER LEVEL GAUGE**

There will be two (2) additional water level indicator, Whelen®, Model PSTANK, LED module installed one (1) each side rearward of crew cab doors.

This light module will include four (4) colored levels, and function similar to the water level indicator located at the operators panel:

- First green module indicates a full water level
- Second blue module indicates a water level above 3/4 full
- Third amber module indicates a water level above 1/2 full
- Last red module indicates a water level above 1/4 full and empty
  - Above 1/4 this light will be steady burning
  - At empty this light will be flashing

This module will be activated when the pump is in gear.

### **FOAM LEVEL LIGHT**

A low level tank indicator will be installed on the pump operator's panel. One (1) light will be provided to indicate when the foam concentrate drops to low level.

### **STEP/LIGHT SHIELD**

There will be an aluminum treadplate stepping surface no less than 8.00" deep and properly reinforced to support a man's weight, installed over the pump operators panel.

- There will be 12 volt DC white LED lights installed under the step to illuminate the controls, switches, essential instructions, gauges, and instruments necessary for the operation of the apparatus. These lights will be activated by the pump panel light switch. Additional lights will be included every 18.00" depending on the size of the pump house.
- One (1) pump panel light will come on when the pump is in ok to pump mode.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

There will be a light activated above the pump panel light switch when the parking brake is set. This is to afford the operator some illumination when first approaching the control panel.

There will be a green pump engaged indicator light activated on at the operator's panel when the pump is shifted into gear from inside the cab.

There will be one (1) white LED, step light provided above this step. In order to ensure exceptional illumination, each step light will provide a minimum of 25 foot-candles (fc) covering an entire 15.00" x 15.00" square placed 10.00" below the light and a minimum of 1.5 fc covering an entire 30.00" x 30.00" square at the same 10.00" distance below the light. The step light will be activated by the pump panel light switch.

### **AIR HORN SYSTEM**

One (1) chrome finish, stutter tone, Grover, Model 1510, air horn approximately 24.50" long will be provided and recessed in the front bumper. The air horn system will be piped to the air brake system wet tank utilizing 0.38" tubing. A pressure protection valve will be installed to prevent the loss of air in the brake system.

### **Air Horn Location**

The air horn will be located on the left side of the bumper, towards the outside.

### **AIR HORN CONTROL**

The air horns will be actuated by a chrome push button located on the officer's side of the engine tunnel and by the horn button in the steering wheel. The driver will have the option to control the air horns or the chassis horns from the horn button by means of a selector switch located on the instrument panel.

### **ELECTRONIC SIREN**

A Whelen, Model: 295SLSC1, electronic siren with detachable noise canceling microphone will be provided.

This siren to be active when the battery switch is on.

Electronic siren head will be recessed in the overhead console above the engine tunnel on the officer side.

The electronic siren will be controlled on the siren head only. No horn button or foot switches will be provided.

### **SPEAKER**

There will be one (1) Whelen®, Model SA315P, black nylon composite, 100-watt, speaker with through bumper mounting brackets and polished stainless steel grille provided. The speaker will be connected to the siren amplifier.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

The speaker will be recessed in the left side of the front bumper, towards the outside.

### **MECHANICAL SIREN**

There will be a Federal Signal Model Q2B mechanical siren furnished on the front of the apparatus. The siren will be energized from a battery direct circuit through a 2-gauge cable to a solenoid that is energized from the emergency master switch. Additional customer selectable controls will be included for the momentary activation of this siren.

There will be a momentary siren brake switch provided in the cab on the switch panel.

The mechanical siren will be mounted recessed in the front grille. The siren mounting will include a reinforcement plate.

### **MECHANICAL SIREN CONTROLS**

The mechanical siren will be actuated by one (1) foot switch located on the driver's side as far to the left (close to the door) as possible and a push button switch on the officer's side.

### **SIREN MICROPHONE EXTENSION**

There will be a Whelen®, Model CCMICX20, 20 foot microphone extension provided.

A second siren brake switch will be installed on the officer side dash of cab. The switch will be a chrome push button style.

### **FRONT ZONE UPPER WARNING LIGHTS**

There will be one (1) 81.00" Whelen Freedom IV LED lightbar mounted on the cab roof.

The lightbar will include the following:

- One (1) red flashing LED module in the driver's side end position.
- One (1) red flashing LED module in the driver's side front corner position.
- One (1) red flashing LED module in the driver's side first front position.
- One (1) red flashing LED module in the driver's side second front position.
- One (1) white flashing LED module in the driver's side third front position.
- One (1) red flashing LED module in the driver's side fourth front position.
- One (1) red flashing LED module in the driver's side fifth front position.
- One (1) red flashing LED module in the driver's side sixth front position.
- One (1) 795 LED traffic light controller set to national standard high priority in the center positions.
- One (1) red flashing LED module in the passenger's side sixth front position.
- One (1) red flashing LED module in the passenger's side fifth front position.
- One (1) red flashing LED module in the passenger's side fourth front position.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

- One (1) white flashing LED module in the passenger's side third front position.
- One (1) red flashing LED module in the passenger's side second front position.
- One (1) red flashing LED module in the passenger's side first front position.
- One (1) red flashing LED module in the passenger's side front corner position.
- One (1) red flashing LED module in the passenger's side end position.

There will be clear lenses and colored filters included on the lightbar.

The following switches may be installed in the cab on the switch panel to control the lightbar:

- a switch to control the flashing LED modules.
- the traffic light controller by a cab switch with emergency master control.
- no momentary switch to activate the traffic light controller.

The white flashing LED modules and the traffic light controller will be disabled when the parking brake is applied.

The ten (10) red flashing LED modules in the front positions may be load managed when the parking brake is applied.

### **FRONT ZONE LOWER WARNING LIGHTS**

There will be two (2) Whelen, Model M6\* LED flashing warning lights and two (2) Whelen, Model M6R LED steady burning warning lights installed on the cab face, above the headlights, mounted in a common bezel.

- The driver's side front outside warning light to be red.
- The driver's side front inside steady burning warning light to be red.
- The passenger's side front inside steady burning warning light to be red.
- The passenger's side front outside warning light to be red.

All four (4) lights will include a lens color that is the same as the LED's.

There will be a switch located in the cab, on the switch panel, to control the four (4) lights.

The driver's side inside lights may be load managed if colored or disabled if white, when the parking brake is set.

### **HEADLIGHT FLASHER**

The high beam headlights will flash alternately between the left and right side.

There will be a switch installed in the cab on the switch panel to control the high beam flash. This switch will be live when the battery switch and the emergency master switches are on.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

The flashing will automatically cancel when the hi-beam headlight switch is activated or when the parking brake is set.

### **SIDE ZONE LOWER LIGHTING**

There will be six (6) Whelen®, Model M6\*, flashing LED warning lights with chrome trim installed per the following:

- Two (2) lights, one (1) each side on the bumper extension. The side front lights to be red.
- Two (2) lights, one (1) each side of cab rearward of crew cab doors. The side middle lights to be red.
- Two (2) lights, one (1) each side above rear wheels. The side rear lights to be red.
- The lights will include lenses that is the same color of the LEDs.

There will be a switch in the cab on the switch panel to control the lights.

### **INTERIOR CAB DOOR WARNING LIGHTS**

There shall be four (4) Whelen®, Model M4\*C, LED flashing warning lights provided, one (1) on each cab and crew cab door pan.

The color will be amber.

Each light will include a lens that is clear.

Each light will be activated by the door jam switch of the associated door.

### **INTERIOR CAB DOOR WARNING LIGHTS**

There will be four (4) Whelen®, Model 0S\*00FCR, amber LED flashing lights provided, one (1) light located inside of each cab and crew cab door pan, as far to the outside as practical. Each light will be activated by the door jam switch of the associated door. The lights will flash whenever the corresponding door is open.

### **REAR ZONE LOWER LIGHTING**

Two (2) Whelen, Model M6\* LED flashing warning lights with bezels will be located at the rear of the apparatus.

The driver's side rear light to be amber.

The passenger's side rear light to be red.

Both lights will include a lens that is the same color as the LED's.

There will be a switch located in the cab on the switch panel to control the lights.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumpers*  
November 2, 2017 (Quote Number 91102-17P)

## **MOUNTING, RECESS LIGHT**

There will be one (1) pair of upper rear warning lights, on the rear bulkheads, recessed into the body. The lights will be flush to the compartment sheet and will be installed on each rear bulkhead. The recess shall accommodate the Whelen M9V2R light on each side.

## **REAR AND SIDE ZONE UPPER WARNING LIGHTS**

There will be four (4) Whelen®, LED flashing warning lights with LED scene lights and chrome flange provided at the rear of the apparatus.

- One (1) Model M6\*\*, 4.31" high x 6.75" long x 1.38" deep light installed on the driver's side, side of the apparatus as high and close to the rear as practical. The side rear upper light(s) on the driver's side to be red.
- One (1) Model M9V2\*\*, 6.50" high x 10.38" long x 2.63" deep combination warning and scene light installed on the driver's side, rear of the apparatus as high and close to the outside as practical. The rear upper light(s) on the driver's side to be red.
- One (1) Model M9V2\*\*, 6.50" high x 10.38" long x 2.63" deep combination warning and scene light installed on the passenger's side, rear of the apparatus as high and close to the outside as practical. The rear upper light(s) on the passenger's side to be red.
- One (1) Model M6\*\*, 4.31" high x 6.75" long x 1.38" deep light installed on the passenger's side, side of the apparatus as high and close to the rear as practical. The side rear upper light(s) on the passenger's side to be red.

The flashing warning lights will include a lens that is the same color as the LED's. The scene lights will include a clear lens.

There will be a switch in the cab on the switch panel to control the flashing warning lights.

The rear scene lights will be controlled by a switch at the driver's side switch panel and driver's side pump panel.

The scene lights may be load managed when the parking brake is applied.

## **REAR LIGHT MOUNTING**

The rear warning lights will be mounted on the rear side sheet flange and rear bulkhead of the body as high as possible with all wiring totally enclosed.

## **TRAFFIC DIRECTING LIGHT**

There will be one (1) Whelen®, Model TAL65, 36.00" long x 2.87" high x 2.25" deep, amber LED traffic directing light installed at the rear of the apparatus.

The Whelen, Model TACTL5, control head will be included with this installation.

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

The controller will be energized when the battery switch is on.

The auxiliary flash to be activated when the emergency master switch is on.

This traffic directing light will be recessed within a treadplate step at the rear of the apparatus.

The traffic directing light control head will be located in the driver side overhead switch panel in the right panel position.

### **LOOSE EQUIPMENT**

The following equipment will be furnished with the completed unit:

#	DESCRIPTION	QTY
1	Zico SCBA Bracket part # UN-6-30-2-SFPHS	2
2	Performance Advantage Company (PAC) Handlelok part #1004	4
3	Akron 6 lbs. Pick head axe w/36" yellow fiberglass handle model PHY-6	2
4	Performance Advantage Company (PAC) PICKHEAD AXE HANGER/POCKET KIT part number K5012	2
5	Task Force Crossfire Series XFC-42 monitor including: SAFE-TAK portable base unit with single 4.50" NST inlet, 10.00" stream shaper, quad stack tips	1
6	Akron 1755 Turbomaster master stream nozzle	1
7	Akron Piston Intake Relief Valve, model 79820019 – 4.50" NH LH Female to 6.00" NH LH Female – PAINTED RED	1
8	Kochek 6" NH Long Handle Female and NH Rocker Lug Male x 10' PVC Suction Hose [2P601]	2
9	Kochek K-Brite 6" NH Barrel Strainer [BS60]	1
10	Zico model CYBS12134011 QUIC-STRAP CYLINDER BASE STRAP FOR 4"DIA CYLINDERS	2
11	ANSUL part number 435109, 1A20G 20# ABC FIRE EXTINGUISHERS 10A:60B:C with ANSUL Model 14091 vehicle bracket	1
12	Ansul SENTRY® Model W02-1 Pressurized Water-Type Fire Extinguisher 2.5 Gallons	1
13	Red Head model 14837 TRIPLE WRENCH HOLDER W/WRENCHES KIT WITH: 1 EA #148 TRIPLE HOLDER, 2 EA #101 SPANNERS, 1 EA #107 HYDRANT WRENCH	1
14	Kochek Adjustable Hydrant Wrench with Pinlug [K09]	1
15	Akron style 373, 2.50" E-Z Lok nozzle holders	3

### **SPARE FASTENERS**

One (1) bag of chrome, stainless steel, or cadmium plated screws, nuts, bolts and washers, as used in the construction of the unit.



# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

### **PAINT**

The exterior custom cab and body painting procedure will consist of a seven (7) step finishing process as follows:

1. Manual Surface Preparation - All exposed metal surfaces on the custom cab and body will be thoroughly cleaned and prepared for painting. Imperfections on the exterior surfaces will be removed and sanded to a smooth finish. Exterior seams will be sealed before painting. Exterior surfaces that will not be painted include; chrome plating, polished stainless steel, anodized aluminum and bright aluminum treadplate.
2. Chemical Cleaning and Pretreatment - All surfaces will be chemically cleaned to remove dirt, oil, grease, and metal oxides to ensure the subsequent coatings bond well. The aluminum surfaces will be properly cleaned and treated using a high pressure, high temperature 4 step Acid Etch process. The steel and stainless surfaces will be properly cleaned and treated using a high temperature 3 step process specifically designed for steel or stainless. The chemical treatment converts the metal surface to a passive condition to help prevent corrosion. A final pure water rinse will be applied to all metal surfaces.
3. Surfacer Primer - The Surfacer Primer will be applied to a chemically treated metal surface to provide a strong corrosion protective basecoat. A minimum thickness of 2 mils of Surfacer Primer is applied to surfaces that require a Critical aesthetic finish. The Surfacer Primer is a two-component high solids urethane that has excellent sanding properties and an extra smooth finish when sanded.
4. Finish Sanding - The Surfacer Primer will be sanded with a fine grit abrasive to achieve an ultra-smooth finish. This sanding process is critical to produce the smooth mirror like finish in the topcoat.
5. Sealer Primer - The Sealer Primer is applied prior to the Basecoat in all areas that have not been previously primed with the Surfacer Primer. The Sealer Primer is a two-component high solids urethane that goes on smooth and provides excellent gloss hold out when topcoated.
6. Basecoat Paint - Two coats of a high performance, two component high solids polyurethane basecoat will be applied. The Basecoat will be applied to a thickness that will achieve the proper color match. The Basecoat will be used in conjunction with a urethane clear coat to provide protection from the environment.
7. Clear Coat - Two (2) coats of Clear Coat will be applied over the Basecoat color. The Clear Coat is a two-component high solids urethane that provides superior gloss and durability to the exterior surfaces. Lap style and roll-up doors will be Clear Coated to match the body. Paint warranty for the roll-up doors will be provided by the roll-up door manufacture.

Specifications are written to define cyclic corrosion testing, physical strengths, durability and minimum appearance requirements must be met in order for an exterior paint finish to be considered acceptable as a Pierce quality finish.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers*

November 2, 2017 (Quote Number 91102-17P)

Each batch of basecoat color is checked for a proper match before painting of the cab and the body. After the cab and body are painted, the color is verified again to make sure that it matches the color standard. Electronic color measuring equipment is used to compare the color sample to the color standard entered into the computer. Color specifications are used to determine the color match. A Delta E reading is used to determine a good color match within each family color.

All removable items such as brackets, compartment doors, door hinges, and trim will be removed and separately if required, to ensure paint behind all mounted items. Body assemblies that cannot be finish painted after assembly will be finish painted before assembly.

The cab will be two-tone, with the upper section painted metallic Grey #479 along with a shield design on the cab face and lower section of the cab and body painted Paint Color Red #644.

### **PAINT - ENVIRONMENTAL IMPACT**

Contractor will meet or exceed all current State regulations concerning paint operations. Pollution control will include measures to protect the atmosphere, water and soil. Controls will include the following conditions:

- Topcoats and primers will be chrome and lead free.
- Metal treatment chemicals will be chrome free. The wastewater generated in the metal treatment process will be treated on-site to remove any other heavy metals.
- Particulate emission collection from sanding operations will have a 99.99% efficiency factor.
- Particulate emissions from painting operations will be collected by a dry filter or water wash process. If the dry filter is used, it will have an efficiency rating of 98.00%. Water wash systems will be 99.97% efficient
- Water from water wash booths will be reused. Solids will be removed on a continual basis to keep the water clean.
- Paint wastes are disposed of in an environmentally safe manner.
- Empty metal paint containers will be to recover the metal.
- Solvents used in clean-up operations will be recycled on-site or sent off-site for distillation and returned for reuse.

Additionally, the finished apparatus will not be manufactured with or contain products that have ozone depleting substances. Contractor will, upon demand, present evidence that the manufacturing facility meets the above conditions and that it is in compliance with his State EPA rules and regulations.

### **PAINT CHASSIS FRAME ASSEMBLY**

The chassis frame assembly will be painted black before the installation of the cab and body, and before installation of the engine and transmission assembly, air brake lines, electrical wire harnesses, etc.

Components treated with epoxy E-coat protection prior to paint:

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

- Two (2) C-channel frame rails

Components that are included with the chassis frame assembly that will be painted not e-coated are:

- Cross members
- Axles
- Suspensions
- Steering gear
- Battery boxes
- Bumper extension weldment
- Frame extensions
- Body mounting angles
- Rear Body support substructure (front and rear)
- Pump house substructure
- Air tanks
- Fuel tank
- Castings
- Individual piece parts used in chassis and body assembly

The E-coat process will meet the technical properties shown.

### **COMPARTMENT INTERIOR PAINT**

The compartment interior will be painted with a gray spatter finish for ease of cleaning and to make it easier to touch up scratches and nicks.

### **VINYL & REFLECTIVE STRIPES**

Two (2) stripes will be provided across the front of the vehicle and along the sides of the body. The band will consist of a 2.00" Dark Charcoal Metallic vinyl stripe at the top, with a 1" gap, then a 6.00" Black reflective stripe on the bottom.

The reflective band provided on the cab face will be below the headlights on the fiberglass.

### **REAR CHEVRON STRIPING**

There will be alternating chevron striping located on the rear-facing vertical surface of the apparatus. The rear surface, excluding the rear compartment door, will be covered.

The colors will be red and fluorescent yellow green diamond grade.

Each stripe will be 6.00" in width.

This will meet the requirements of the current edition of NFPA 1901, which states that 50% of the rear surface will be covered with chevron striping.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumpers*  
November 2, 2017 (Quote Number 91102-17P)

## **JOG(S) IN REFLECTIVE BAND**

The reflective band located on each side of the apparatus body will contain one (1) jog(s) and will be angled at approximately a 45 degrees when installed.

## **REFLECTIVE STRIPE OUTLINE**

A black outline will be applied on the top and the bottom of the reflective band. There will be one (1) set of outline stripes required.

## **REFLECTIVE STRIPE INSIDE COMPARTMENT DOOR**

A 6.00" black reflective stripe will be provided inside two (2) compartment doors. inside each exterior EMS access door on the cab (D5 and P5).

## **CAB DOOR REFLECTIVE STRIPE**

A 6.00" x 16.00" black reflective stripe will be provided across the interior of each cab door. The stripe will be located approximately 1.00" up from the bottom, on the door panel.

This stripe will meet the NFPA 1901 requirement.

## **CAB STRIPE**

There will be a genuine gold leaf stripe provided on both sides of the cab in place of the chrome molding and on the cab face with shield.

## **GOLD LEAF LETTERING**

The lettering will be totally encapsulated between two (2) layers of clear vinyl.

Twenty-one (21) to forty (40) genuine gold leaf lettering, 2.00" high, with outline and shade will be provided.

There will be genuine gold leaf lettering, 3.00" high, with outline and shade provided. There will be 22 letters provided.

There will be genuine gold leaf lettering, 4.00" high, with outline and shade provided. There will be eight (8) letters provided.

## **REFLECTIVE LETTERING**

There will be reflective lettering, 5.00" high, with outline and shade provided. There will be 12 letters provided.

There will be reflective lettering, 12.00" high, with outline and shade provided. There will be six (6) letters provided.

There will be reflective lettering, 2.00" high, with outline and shade provided. There will be 17 letters provided.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for Four (4) Velocity Pumpers* November 2, 2017 (Quote Number 91102-17P)

There will be reflective lettering, 3.00" high, with outline and shade provided. There will be 11 letters provided.

18 letters, 5.00" high will be cut into the reflective stripe to allow the painted surface to form the letter. The letters will be one (1) each side of body on the D1 and P1 doors.

three (3) letters, 4.00" high will be cut into the reflective stripe to allow the painted surface to form the letter.

### **PAINTED PLATE(S) FOR LETTERING/NUMERALS**

There will be one (1) painted aluminum plate(s) provided for department lettering. They will be mounted on top of cab roof per LSP print and will be 36"H x 38"W in size.

### **SIGN KIT FOR LETTERING/NUMERALS**

four (4) painted stainless steel plate(s) and holder(s) will be provided for department lettering. They will be mounted one (1) front bumper, one (1) each side of cab on exterior access door and one (1) at the rear. Reference approved LSP print for specific locations and approximately 8.00"H x 14.00"W in size.

### **"AMERICAN FLAG" EMBLEMS**

There will be one (1) pair of color imaged emblems, 10.00" wide, featuring a "Waiving American Flag" with pole and 9-11-01, installed one each side of cab on the upper portion of the exterior access door for the EMS compartment. The pair will be mirror images of each other.

### **EMBLEM**

There will be two (2) reflective emblem(s), approximately 14.00" - 16.00" in size, installed one each side front cab door. the emblem will be modeled after the department submitted information (art, patch, etc).

### **FIRE APPARATUS PARTS MANUAL**

One (1) custom parts manuals for the complete fire apparatus will be provided in hard copy with the completed unit.

One (1) compact disc (CD) will also be provided that will include all of the information from the above manual.

The manual will contain the following:

- Job number
- Part numbers with full descriptions
- Table of contents
- Parts section sorted in functional groups reflecting a major system, component, or assembly
- Parts section sorted in Alphabetical order

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumpers*  
November 2, 2017 (Quote Number 91102-17P)

- Instructions on how to locate parts

The manual will be specifically written for the chassis and body model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

## **SERVICE PARTS INTERNET SITE**

The service parts information included in this manual is also available on the Pierce website. The website offers additional functions and features not contained in this manual, such as digital photographs and line drawings of select items. The website also features electronic search tools to assist in locating parts quickly.

## **CHASSIS SERVICE MANUALS**

One (1) chassis service manuals containing parts and service information on major components will be provided with the completed unit.

One (1) compact disk (CD) will also be provided that will include all of the information from the above manual.

The manuals will contain the following sections:

- Job number
- Table of contents
- Troubleshooting
- Front Axle/Suspension
- Brakes
- Engine
- Tires
- Wheels
- Cab
- Electrical, DC
- Air Systems
- Plumbing
- Appendix

The manual will be specifically written for the chassis model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

## **MANUALS, CHASSIS OPERATION**

Two (2) chassis operation manuals will be provided.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumpers*  
November 2, 2017 (Quote Number 91102-17P)

One (1) compact disk (CD) will also be provided that will include all of the information from the above manual.

## **ELECTRICAL WIRING DIAGRAMS**

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

## **ONE (1) YEAR MATERIAL AND WORKMANSHIP**

A Pierce basic apparatus limited warranty certificate, WA0008, is included with this proposal.

## **ENGINE WARRANTY**

A Cummins **five (5) year** limited engine warranty will be provided. A limited warranty certificate, WA0181, is included with this proposal.

## **STEERING GEAR WARRANTY**

A Sheppard **three (3) year** limited steering gear warranty shall be provided. A copy of the warranty certificate shall be submitted with the bid package.

## **FIFTY (50) YEAR STRUCTURAL INTEGRITY**

The Pierce custom chassis frame and crossmembers limited warranty certificate, WA0038, is included with this proposal.

## **FRONT AXLE THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY**

The Pierce TAK-4 suspension limited warranty certificate, WA0050, is included with this proposal.

## **REAR AXLE TWO (2) YEAR MATERIAL AND WORKMANSHIP WARRANTY**

A Meritor axle limited warranty certificate, WA0046, is included with this proposal.

## **ABS BRAKE SYSTEM THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY**

A Meritor Wabco™ABS brake system limited warranty certificate, WA0232, is included with this proposal.

## **TEN (10) YEAR STRUCTURAL INTEGRITY**

The Pierce custom cab limited warranty certificate, WA0012, is included with this proposal.

## **TEN (10) YEAR PRO-RATED PAINT AND CORROSION**

A Pierce cab limited pro-rated paint warranty certificate, WA0055, is included with this proposal.

## **FIVE (5) YEAR MATERIAL AND WORKMANSHIP**

The Pierce Command Zone electronics limited warranty certificate, WA0014, is included with this proposal.

## **CAMERA SYSTEM WARRANTY**

A Pierce fifty four (54) month warranty will be provided for the camera system.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumps*  
November 2, 2017 (Quote Number 91102-17P)

## **COMPARTMENT LIGHT WARRANTY**

The Pierce 12 volt DC LED strip lights limited warranty certificate, WA0203, is included with this proposal.

## **TRANSMISSION WARRANTY**

The transmission will have a **five (5) year/unlimited mileage** warranty covering 100 percent parts and labor. The warranty will be provided by Allison Transmission.

Note: The transmission cooler is not covered under any extended warranty you may be getting on your Allison Transmission. Please review your Allison Transmission warranty for coverage limitations.

## **TRANSMISSION COOLER WARRANTY**

The transmission cooler will carry a five (5) year parts and labor warranty (exclusive to the transmission cooler). In addition, a collateral damage warranty will also be in effect for the first three (3) years of the warranty coverage and will not exceed \$10,000 per occurrence. A copy of the warranty certificate will be submitted with the bid package.

## **WATER TANK WARRANTY**

A UPF poly water tank limited warranty certificate, WA0195, is included with this proposal.

## **TEN (10) YEAR STRUCTURAL INTEGRITY**

The Pierce apparatus body limited warranty certificate, WA0009, is included with this proposal.

## **ROLL UP DOOR MATERIAL AND WORKMANSHIP WARRANTY**

An AMDOR roll-up door limited warranty will be provided. The roll-up door will be warranted against manufacturing defects for a period of **ten (10) years**. A **five (5) year** limited warranty will be provided on painted roll up doors.

The limited warranty certificate, WA0185, is included with this proposal.

## **PUMP WARRANTY**

A Hale pump limited warranty certificate, WA0248, is included with this proposal.

## **TEN (10) YEAR PUMP PLUMBING WARRANTY**

The Pierce apparatus plumbing limited warranty certificate, WA0035, is included with this proposal.

## **FOAM SYSTEM WARRANTY**

The Husky 12 foam system limited warranty certificate, WA0231, is included with this proposal.

## **TEN (10) YEAR PRO-RATED PAINT AND CORROSION**

A Pierce body limited pro-rated paint warranty certificate, WA0057, is included with this proposal.



# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumpers*  
November 2, 2017 (Quote Number 91102-17P)

## **THREE (3) YEAR MATERIAL AND WORKMANSHIP**

The Pierce Goldstar gold leaf lamination limited warranty limited warranty certificate, WA0018, is included with this proposal.

## **VEHICLE STABILITY CERTIFICATION**

The fire apparatus manufacturer will provide a certification stating the apparatus complies with NFPA 1901, current edition, section 4.13, Vehicle Stability. The certification will be provided at the time of bid.

## **ENGINE INSTALLATION CERTIFICATION**

The fire apparatus manufacturer will provide a certification, along with a letter from the engine manufacturer stating they approve of the engine installation in the bidder's chassis. The certification will be provided at the time of bid.

## **POWER STEERING CERTIFICATION**

The fire apparatus manufacturer will provide a certification stating the power steering system as installed meets the requirements of the component supplier. The certification will be provided at the time of bid.

## **CAB INTEGRITY CERTIFICATION**

The fire apparatus manufacturer will provide a cab integrity certification with this proposal. The certification will state that the cab has been tested and certified by an independent third-party test facility. Testing events will be documented with photographs, real-time and high-speed video, vehicle accelerometers, cart accelerometers, and a laser speed trap. The fire apparatus manufacturer will provide a state-licensed professional engineer to witness and certify all testing events. Testing will meet or exceed the requirements below:

- European Occupant Protection Standard ECE Regulation No.29.
- SAE J2422 Cab Roof Strength Evaluation - Quasi-Static Loading Heavy Trucks.
- SAE J2420 COE Frontal Strength Evaluation - Dynamic Loading Heavy Trucks.

## **Roof Crush**

The cab will be subjected to a roof crush force of 22,050 lb. This value meets the ECE 29 criteria and is equivalent to the front axle rating up to a maximum of 10 metric tons.

## **Additional Roof Crush**

The same cab will be subjected to a roof crush force of 100,000 lbs. This value exceeds the ECE 29 criteria by nearly 4.5 times.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## ***Specifications for Four (4) Velocity Pumpers*** **November 2, 2017 (Quote Number 91102-17P)**

### **Side Impact**

The same cab will be subjected to dynamic preload where a 13,275 lb moving barrier slams into the side of the cab at 5.5 mph at a force of 13,000 ft-lbs. This test is part of the SAE J2422 test procedure and more closely represents the forces a cab will see in a rollover incident.

### **Frontal Impact**

The same cab will withstand a frontal impact of 32,600 ft-lbs of force using a moving barrier in accordance with SAE J2420.

### **Additional Frontal Impact**

The same cab will withstand a frontal impact of 65,200 ft-lbs of force using a moving barrier, (twice the force required by SAE J2420).

The same cab will withstand all tests without any measurable intrusion into the survival space of the occupant area.

### **CAB DOOR DURABILITY CERTIFICATION**

Robust cab doors help protect occupants. Cab doors will survive a 200,000 cycle door slam test where the slamming force exceeds 20 G's of deceleration. The bidder will certify that the sample doors similar to those provided on the apparatus have been tested and have met these criteria without structural damage, latch malfunction, or significant component wear.

### **WINDSHIELD WIPER DURABILITY CERTIFICATION**

Visibility during inclement weather is essential to safe apparatus performance. Windshield wipers will survive a 3 million cycle durability test in accordance with section 6.2 of SAE J198 *Windshield Wiper Systems - Trucks, Buses and Multipurpose Vehicles*. The bidder will certify that the wiper system design has been tested and that the wiper system has met these criteria.

### **ELECTRIC WINDOW DURABILITY CERTIFICATION**

Cab window roll-up systems can cause maintenance problems if not designed for long service life. The window regulator design will complete 30,000 complete up-down cycles and still function normally when finished. The bidder will certify that sample doors and windows similar to those provided on the apparatus have been tested and have met these criteria without malfunction or significant component wear.

### **SEAT BELT ANCHOR STRENGTH**

Seat belt attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat belt anchor design will withstand 3000 lb of pull on both the lap and shoulder belt in accordance with FMVSS 571.210 Seat Belt Assembly Anchorages. The bidder will certify that each anchor design was pull tested to the required force and met the appropriate criteria.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumpers*  
November 2, 2017 (Quote Number 91102-17P)

## **SEAT MOUNTING STRENGTH**

Seat attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat mounting design will be tested to withstand 20 G's of force in accordance with FMVSS 571.207 Seating Systems. The bidder will certify that each seat mount and cab structure design was pull tested to the required force and met the appropriate criteria.

## **CAB DEFROSTER CERTIFICATION**

Visibility during inclement weather is essential to safe apparatus performance. The defroster system will clear the required windshield zones in accordance with SAE J381 Windshield Defrosting Systems Test Procedure And Performance Requirements - Trucks, Buses, And Multipurpose Vehicles. The bidder will certify that the defrost system design has been tested in a cold chamber and passes the SAE J381 criteria.

## **CAB HEATER CERTIFICATION**

Good cab heat performance and regulation provides a more effective working environment for personnel, whether in-transit, or at a scene. The cab heaters will warm the cab 75 F from a cold-soak, within 30 minutes when tested using the coolant supply methods found in SAE J381. The bidder will certify that a substantially similar cab has been tested and has met these criteria.

## **CAB AIR CONDITIONING PERFORMANCE CERTIFICATION**

Good cab air conditioning temperature and air flow performance keeps occupants comfortable, reduces humidity, and provides a climate for recuperation while at the scene. The cab air conditioning system will cool the cab from a heat-soaked condition at 100 degrees Fahrenheit to an average of 67 degrees Fahrenheit in 30 minutes. The bidder will certify that a substantially similar air conditioning system has been tested and has met these criteria. The certification will be available at the time of delivery.

## **AMP DRAW REPORT**

The bidder will provide, at the time of bid and delivery, an itemized print out of the expected amp draw of the entire vehicle's electrical system.

The manufacturer of the apparatus will provide the following:

- Documentation of the electrical system performance tests.
- A written load analysis, which will include the following:
  - The nameplate rating of the alternator.
  - The alternator rating under the conditions specified per:
    - Applicable NFPA 1901 or 1906 (Current Edition).
  - The minimum continuous load of each component that is specified per:
    - Applicable NFPA 1901 or 1906 (Current Edition).
  - Additional loads that, when added to the minimum continuous load, determine the total connected load.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for Four (4) Velocity Pumpers*

November 2, 2017 (Quote Number 91102-17P)

- Each individual intermittent load.

All of the above listed items will be provided by the bidder per the applicable NFPA 1901 or 1906 (Current Edition).

END OF PROPOSAL



# Fire and Rescue Apparatus

## One (1) Year Material and Workmanship

## Basic Apparatus

# Limited Warranty

### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Portions of the apparatus manufactured by Pierce shall be free from defects in material and workmanship
Warranty Begins:	The date the apparatus is placed in service, or 60 days from the original buyer invoice date, whichever comes first.
Warranty Period Ends After:	Twelve (12) months.
Conditions and Exclusions:  See Also Paragraphs 2 thru 4	No specific exclusions apply

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*



# Fire and Rescue Apparatus

## Ten (10) Year Structural Integrity Apparatus Body

# Limited Warranty

### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The apparatus body shall be free from structural failures caused by defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years - or - 100,000 Miles
Conditions and Exclusions:  See Also Paragraphs 2 thru 4	<p>This warranty applies only to the body tubular support and mounting structures and other structural components of the body of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus.</p> <p>This warranty does not apply to damage caused by corrosion.</p>

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*



# Fire and Rescue Apparatus

## Ten (10) Year Structural Integrity Custom Cab

# Limited Warranty

### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The Pierce Custom Cab shall be free from structural failures caused by defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years - or - 100,000 Miles
Conditions and Exclusions:  See Also Paragraphs 2 thru 4	<p>This warranty applies only to the cab tubular support and mounting structures and other structural components of the cab of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus.</p> <p>This warranty does not apply to damage caused by corrosion.</p>

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*



# Fire and Rescue Apparatus

## Five (5) Year Material and Workmanship

### Command Zone Electronics

# Limited Warranty

#### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Command Zone control modules shall be free from failures caused by defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Five (5) Years
Conditions and Exclusions:  See Also Paragraphs 2 thru 4	This limited warranty applies to all of the control modules for the Command Zone system, including the full color graphic displays. Related wire harnesses, cables and connectors are not covered under this limited warranty and are instead covered under the Pierce One Year Basic Apparatus Limited Warranty.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

#### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

#### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

#### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*





# Fire and Rescue Apparatus

## Three (3) Year Material and Workmanship

### Goldstar® Gold Leaf Lamination

### *Limited Warranty*

#### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Each Goldstar® gold leaf lamination shall be free from defects in material and workmanship.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Three (3) Years
Conditions and Exclusions:  See Also Paragraphs 2 thru 4	This warranty does not cover damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

#### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

#### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

#### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*



# Fire and Rescue Apparatus

## Ten (10) Year Material and Workmanship Stainless Steel Piping Limited Warranty

### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Stainless steel piping shall be free from structural failures caused by defects in material and workmanship, or perforation caused by corrosion.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years - or - 100,000 Miles
Conditions and Exclusions:  See Also Paragraphs 2 thru 4	<p>Pierce's obligation under this warranty is limited to repairing or replacing without charge, as Pierce may elect, the stainless steel piping or components which Pierce determines to have failed due to defective material and workmanship, or perforation caused by corrosion.</p> <p>This warranty does not cover the use of fluoroprotein (FP) type foam. The sodium chloride within FP foam can cause long-term damage to system components if not thoroughly flushed immediately after use.</p>

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*



# Fire and Rescue Apparatus

## Lifetime Fifty (50) Year Structural Integrity

### Chassis Frame & Crossmembers

## Limited Warranty

### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Custom chassis frame rail and cross members manufactured by Pierce shall be free from defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Fifty (50) Years (Expected Life of Apparatus)
Conditions and Exclusions:  See Also Paragraphs 2 thru 4	This warranty does not apply to damage caused by corrosion.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*



# Fire and Rescue Apparatus

## Three (3) Year Material and Workmanship TAK-4 Independent Front Suspension

### Limited Warranty

#### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The TAK-4 Front Independent Suspension and Steering Gears shall be free from defects in material and workmanship.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Three (3) Years -or- 30,000 Miles
Conditions and Exclusions:  See Also Paragraphs 2 thru 4	This limited warranty excludes brake pads, brake rotors, seal boots and shock absorbers.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

#### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

#### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

#### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*



# Fire and Rescue Apparatus

## Ten (10) Year Pro-Rated Paint and Corrosion

### Cab

## Limited Warranty

### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Exterior surfaces of the cab painted by Pierce shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years
Conditions and Exclusions:	<p>This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any:</p> <p><b>Topcoat Durability &amp; Appearance: Gloss, Color Retention &amp; Cracking</b> 0-72 months 100% 73-96 months 50% 97-120 months 25%</p> <p><b>Integrity of Coating System: Adhesion, Blistering/Bubbling</b> 0-36 months 100% 37-84 months 50% 85-120 months 25%</p> <p><b>Corrosion: Dissimilar Metal and Crevice</b> 0-36 months 100% 37-48 months 50% 49-72 months 25% 73-120 months 10%</p> <p><b>Corrosion Perforation</b> 0-120 months 100%</p> <p>This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty.</p> <p>Items not covered by this warranty include: (a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual). (b) UV paint fade. (c) Any cab not manufactured by Pierce.</p>

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*





# Fire and Rescue Apparatus

## Ten (10) Year Pro-Rated Paint and Corrosion Custom Body

# Limited Warranty

### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Exterior surfaces of the body shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years
Conditions and Exclusions:	<p>This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any:</p> <p><b>Topcoat Durability &amp; Appearance: Gloss, Color Retention &amp; Cracking</b> 0-72 months 100% 73-96 months 50% 97-120 months 25%</p> <p><b>Integrity of Coating System: Adhesion, Blistering/Bubbling</b> 0-36 months 100% 37-84 months 50% 85-120 months 25%</p> <p><b>Corrosion: Dissimilar Metal and Crevice</b> 0-36 months 100% 37-48 months 50% 49-72 months 25% 73-120 months 10%</p> <p><b>Corrosion Perforation</b> 0-120 months 100%</p> <p>This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty.</p> <p>Items not covered by this warranty include: (a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual). (b) UV paint fade. (c) Any cab not manufactured by Pierce.</p>

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

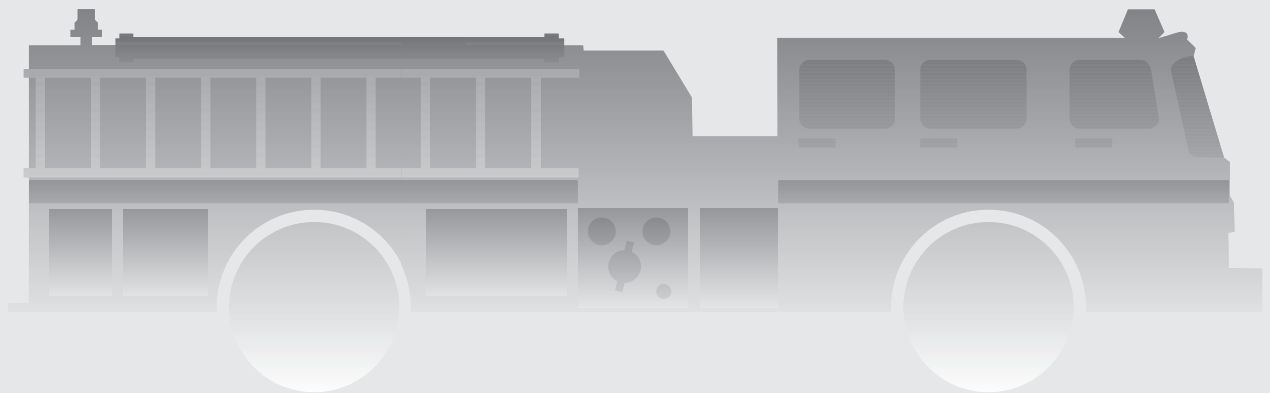
*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*



# Cummins Warranty

Worldwide

Fire Apparatus/Crash Trucks



# Coverage

## Products Warranted

This Warranty applies to new diesel Engines sold by Cummins and delivered to the first user on or after April 1, 2007, that are used in fire apparatus truck and crash truck\* applications Worldwide.

## Base Engine Warranty

The Base Engine Warranty covers any failures of the Engine which result, under normal use and service, from a defect in material or factory workmanship (Warrantable Failure). This Coverage begins with the sale of the Engine by Cummins and ends five years or 100,000 miles (160,935 kilometers), whichever occurs first, after the date of delivery of the Engine to the first user.

Engine aftertreatment components included in the Cummins Critical Parts List (CPL) and marked with a Cummins part number are covered under Base Engine Warranty.

Additional Coverage is outlined in the Emission Warranty section.

**These Warranties are made to all Owners in the chain of distribution and Coverage continues to all subsequent Owners until the end of the periods of Coverage.**

# Cummins Responsibilities

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Warrantable Failure.

Cummins will pay for the lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items that are not reusable due to the Warrantable Failure.

Cummins will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

Cummins will pay reasonable costs for towing a vehicle disabled by a Warrantable Failure to the nearest authorized repair location. In lieu of the towing expense, Cummins will pay reasonable costs for mechanics to travel to and from the location of the vehicle, including meals, mileage and lodging when the repair is performed at the site of the failure.

# Owner Responsibilities

Owner is responsible for the operation and maintenance of the Engine as specified in Cummins Operation and Maintenance Manuals. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of the applicable Warranty, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Warrantable Failure and make the Engine available for repair by such facility. Except for Engines disabled by a Warrantable Failure, Owner must also deliver the Engine to the repair facility.

Service locations are listed on the Cummins Worldwide Service Locator at [cummins.com](http://cummins.com).

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items provided during Warranty repairs unless such items are not reusable due to the Warrantable Failure.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred as a result of a Warrantable Failure.

Owner is responsible for non-Engine repairs and for "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

Owner is responsible for a \$100 (U.S. Dollars) deductible per each service visit under this plan in the 3rd, 4th and 5th years of Base Engine Warranty. The deductible will not be charged during the first 2 years of the Base Engine Warranty.

# Limitations

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel





exhaust fluid.

This Warranty does not apply to accessories supplied by Cummins which bear the name of another company. Such non-warranted accessories include, but are not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, vacuum pumps, power steering pumps, fan drives and air compressors. Cummins branded alternators and starters are covered for the first two years from the date of delivery of the Engine to the first user, or the expiration of the Base Engine Warranty, whichever occurs first.

Failures resulting in excessive oil consumption are not covered beyond the duration of the Coverage or 100,000 miles (160,935 kilometers) or 7,000 hours from the date of delivery of the Engine to the first user, whichever of the three occurs first. Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that consumption exceeds Cummins published standards.

Failures of belts and hoses supplied by Cummins are not covered beyond the first year from the date of delivery of the Engine to the first user or the duration of the Warranty, whichever occurs first.

Parts used to repair a Warrantable Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Warrantable Failure assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

Cummins Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

**CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.**

**CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**THIS WARRANTY AND THE EMISSION WARRANTY SET FORTH HEREINAFTER ARE THE SOLE WARRANTIES MADE BY CUMMINS IN REGARD TO THESE ENGINES. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

# Emission Warranty

## Products Warranted

This Emission Warranty applies to new Engines marketed by Cummins that are used in the United States\*\* in vehicles designed for transporting persons or property on a street or highway. This Warranty applies to Engines delivered to the first user on or after September 1, 1992.

## Coverage

Cummins warrants to the first user and each subsequent purchaser that the Engine is designed, built and equipped so as to conform at the time of sale by Cummins with all U.S. federal emission regulations applicable at the time of manufacture and that it is free from defects in material or factory workmanship which would cause it not to meet these regulations within the longer of the following periods: (A) Five years or 100,000 miles (160,935 kilometers) of operation, whichever occurs first, as measured from the date of delivery of the Engine to the first user or (B) The Base Engine Warranty.

If the vehicle in which the Engine is installed is registered in the state of California, a separate California Emission Warranty also applies.

## Limitations

Failures, other than those resulting from defects in material or factory workmanship, are not covered by this Warranty.

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

Cummins is not responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs or other losses resulting from a Warrantable Failure.

**CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL  
OR CONSEQUENTIAL DAMAGES.**

\* Airport operated crash trucks and fire department  
operated trucks employed to respond to fires,  
hazardous material releases, rescue and other  
emergency-type situations.

\*\* United States includes American Samoa, the  
Commonwealth of Northern Mariana Islands, Guam,  
Puerto Rico and the U.S. Virgin Islands.



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## **AMDOR Inc. TERMS OF BUSINESS AND GENERAL INFORMATION**

### **Warranty:**

All AMDOR Inc. roll-up door products are warranted for a period of 10 years from the date of delivery (with the exception of wet paint adhesion - please see below). AMDOR Inc. liability covers the replacement or repair of any component that fails due to defects in material and / or workmanship during the coverage period. We accept no liability for claims made for damages to any part (or parts) of a vehicle and / or machine (of any type) or injury claims by a person or persons assumed or alleged to have been brought about by the use or misuse of any product supplied by AMDOR Inc. Warranty coverage does not extend to door attachments including (but not limited to) decals, emblems, stripes and adhesives.

In order to initiate the claims process please contact your authorized representative of AMDOR Inc. Warranty claims must be accompanied by a written description providing full and reasonable details as to the nature of the defect. Upon receipt of your claim arrangements will be made to inspect the defective product (if necessary). Justified warranty claims will be repaired, exchanged, or credited to the customer's account at AMDOR Inc.'s discretion. All warranty claims must be approved in writing by the Customer Service Manager for AMDOR Inc. There are no exceptions to this clause.

Limited warranty coverage includes the labor associated with the disassembly and assembly of products deemed to be defective by AMDOR Inc. Labor allowances are based on a set time schedule as determined by AMDOR Inc. The maximum allowable hourly labor rate is \$ 50. All warranty labor claims must be approved in writing by an authorized representative of AMDOR Inc. prior to commencement of work. Allowances for removal and installation:

Curtain replacement:	3/4 hour
Balancer replacement:	1 hour
Door ajar switch	3/4 hour
Bottom Panel Assembly:	1/2 hour
Slat replacement:	3/4 hour
Door removal and replacement	1 1/2 hours

Items authorized for return must be accompanied by a Return Goods Authorization (RGA) number. We will accept collect shipments of items deemed to be defective provided that they are returned via the most economical carrier. Should items be

returned by means other than the most economical carrier the difference will be charged back to the sender.

AMDOR Inc. reserves the right to reject any claim when a product has been opened, interfered with or modified. Claims may also be rejected when damage to the product (or any sub-assembly) has been brought about by accident, misuse, abuse, vandalism, incorrect installation, temperature extremes, chemical exposure or any factor other than regular operating conditions.

### **Limited Wet Paint Match Adhesion Warranty**

AMDOR Inc. warrants wet paint finishes applied by AMDOR utilizing our approved factory paint specification. All wet paint match colors must be approved in writing by an authorized OEM representative. AMDOR Inc. will provide a color spray out for this purpose. The time required for shipping and consideration of initial color spray outs will be considered over and above stated lead times. Warranty coverage will extend for a period of not less than 5 years from the date of delivery as determined by AMDOR Inc.'s Packing Slip. AMDOR reserves the right to determine whether individual units will be replaced and / or repaired by an AMDOR approved vendor. An allowance will be made for labor associated with the disassembly and assembly of individual units at the prescribed hourly rate of \$ 50 per hour. Compensation for labor will not exceed the maximum time allowance permitted for door removal and replacement. Written approval including specified allowance for time must be obtained from AMDOR prior to initiating work. Warranty coverage will extend to the following visible paint system defects:

- 1./ Loss of mechanical adhesion as evidenced by peeling, cracking or blistering which exposes the substrate material.
- 2./ Corrosion of the substrate due to paint system failure.
- 3./ Fading which results in a substantial departure from the primary AMDOR approved body color.

Wet paint adhesion limited warranty coverage will be excluded when damages to the system are determined by AMDOR Inc. to be a result of the following:

- 1./ Damage caused through the use of attachments including (but not limited to) decals, labels, adhesives, non factory approved coatings.
- 2./ Loss of gloss, discoloration or damage due to improper maintenance (including but not limited to) mechanical wash systems, pressure washers, steam cleaners, non approved wash or polishing agents.
- 3./ Abuse, acts of nature, excessive heat / cold, chemical exposure, vandalism and / or accidents.
- 4./ Scratches, chips, abrasions, or dents from any source.

**This document supercedes all previous written and / or verbal warranties provided by AMDOR Inc. and / or it's affiliates.**

## NEW PRODUCT WARRANTY



### PARTICIPATING OEM SALES DISTRIBUTOR SALES

#### LIMITED WARRANTY ON NEW ALLISON AUTOMATIC TRANSMISSIONS USED IN EMERGENCY VEHICLE APPLICATIONS

Allison Transmission will provide for repairs or replacement, at its option, during the warranty period of each new Allison transmission listed below that is installed in an Emergency Vehicle in accordance with the following terms, conditions, and limitations.

##### WHAT IS COVERED

- **WARRANTY APPLIES** — This warranty is for new Allison transmission models listed below installed in an Emergency Vehicle and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period.
- **REPAIRS COVERED** — The warranty covers repairs or replacement, at Allison Transmission's option, to correct any transmission malfunction resulting from defects in material or workmanship occurring during the warranty period. Needed repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the circumstances.
- **TOWING** — Towing is covered to the nearest Allison Transmission Distributor or authorized Dealer only when necessary to prevent further damage to your transmission.
- **PAYMENT TERMS** — Warranty repairs, including parts and labor, will be covered per the schedule shown in the chart contained in section "APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE."
- **OBTAINING REPAIRS** — To obtain warranty repairs, take the vehicle to any Allison Transmission Distributor or authorized Dealer within a reasonable amount of time and request the needed repairs. A reasonable amount of time must be allowed for the Distributor or Dealer to perform necessary repairs.
- **TRANSMISSION REMOVAL AND REINSTALLATION** — Labor costs for the removal and re-installation of the transmission, when necessary to make a warranty repair, are covered by this warranty.
- **WARRANTY PERIOD** — The warranty period for all coverages shall begin on the date the transmission is delivered to the first retail purchaser, with the following exception:

**Demonstration Service** - A transmission in a new truck or bus may be demonstrated to a total of 5000 miles (8000 kilometers). If the vehicle is within this limit when sold to a retail purchaser, the warranty start date is the date of purchase. Normal warranty services are applicable to the demonstrating Dealer. Should the truck or bus be sold to a retail purchaser after these limits are reached, the warranty period will begin on the date the vehicle was first placed in demonstration service and the purchaser will be entitled to the remaining warranty.

##### APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE

APPLICABLE MODELS	WARRANTY LIMITATIONS (Whichever occurs first)		ADJUSTMENT CHARGE TO BE PAID BY THE CUSTOMER	
	Months	Transmission Miles Or Kilometers	Parts	Labor
MT, MD 3000, 3200, 3500, 3700	0-24	No Limit	No Charge	No Charge
HT with Hydraulic Controls	0-24	No Limit	No Charge	No Charge
AT, 1000 Series™, 2000 Series™, 2400 Series™	0-36	No Limit	No Charge	No Charge
HT with Electronic Controls	0-60	No Limit	No Charge	No Charge
HD 1000 EVS, 2100 EVS, 2200 EVS 2350 EVS, 2500 EVS, 2550 EVS, 3000 EVS, 3500 EVS, 4000, 4000 EVS, 4500, 4500 EVS, 4700, 4700 EVS, 4800, 4800 EVS	0-60	No Limit	No Charge	No Charge

## WHAT IS NOT COVERED

- **DAMAGE DUE TO ACCIDENT, MISUSE, or ALTERATION** — Defects and damage caused as the result of any of the following are not covered:
  - Flood, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle;
  - Misuse of the vehicle;
  - Installation into unapproved applications and installations;
  - Alterations or modification of the transmission or the vehicle, and
  - Damage resulting from improper storage (refer to long-term storage procedure outlined in the applicable Allison Service Manual)
  - Anything other than defects in Allison Transmission material or workmanship

**NOTE:** This warranty is void on transmissions used in vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.

- **CHASSIS, BODY, and COMPONENTS** — The chassis and body company (assemblers) and other component and equipment manufacturers are solely responsible for warranties on the chassis, body, component(s), and equipment they provide. Any transmission repair caused by an alteration(s) made to the Allison transmission or the vehicle which allows the transmission to be installed or operated outside of the limits defined in the appropriate Allison Installation Guideline is solely the responsibility of the entity making the alteration(s).
- **DAMAGE CAUSED by LACK of MAINTENANCE or by the USE of TRANSMISSION FLUIDS NOT RECOMMENDED in the OPERATOR'S MANUAL** — Defects and damage caused by any of the following are not covered:
  - Failure to follow the recommendations of the maintenance schedule intervals applicable to the transmission;
  - Failure to use transmission fluids or maintain transmission fluid levels recommended in the Operator's Manual.
- **MAINTENANCE** — Normal maintenance (such as replacement of filters, screens, and transmission fluid) is not covered and is the owner's responsibility.
- **REPAIRS by UNAUTHORIZED DEALERS** — Defects and damage caused by a service outlet that is not an authorized Allison Transmission Distributor or Dealer are not covered.
- **USE of OTHER THAN GENUINE ALLISON TRANSMISSION PARTS** — Defects and damage caused by the use of parts that are not genuine Allison Transmission parts are not covered.
- **EXTRA EXPENSES** — Economic loss and extra expenses are not covered. Examples include but are not limited to: loss of vehicle use; inconvenience; storage; payment for loss of time or pay; vehicle rental expense; lodging; meals; or other travel costs.
- **"DENIED PARTY" OWNERSHIP** — Warranty repair parts and labor costs are not reimbursed to any participating or non-participating OEMs, dealers or distributors who perform warranty work for, or on behalf of, end users identified by the United States as being a "denied party" or who are citizens of sanctioned or embargoed countries as defined by the U.S. Department of Treasury Office of Foreign Assets Control. Furthermore, warranty reimbursements are not guaranteed if the reimbursement would be contrary to any United States export control laws or regulations as defined by the U.S. Department of Commerce, the U.S. Department of State, or the U.S. Department of Treasury.

## OTHER TERMS APPLICABLE TO CONSUMERS AS DEFINED by the MAGNUSON-MOSS WARRANTY ACT

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with these transmissions.

**ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE TRANSMISSIONS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR VEHICLE RENTAL EXPENSES) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.\*\***

\*\* Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

## OTHER TERMS APPLICABLE TO OTHER END-USERS

**THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE ALLISON TRANSMISSION MODELS LISTED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLISON TRANSMISSION DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TRANSMISSIONS. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.**

## QUESTIONS

If you have any questions regarding this warranty or the performance of warranty obligations, you may contact any Allison Transmission Distributor or Dealer or write to:

Allison Transmission, Inc.  
P.O. Box 894  
Indianapolis, IN 46206-0894  
Attention: Warranty Administration PF-9



# Fire and Rescue Apparatus

## 54 Months Material and Workmanship

### Camera System

# Limited Warranty

#### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	This limited warranty covers repairs to correct any defect related to materials or workmanship of the Sharpvision camera system installed on the apparatus occurring during the warranty period.
Warranty Begins:	The date of delivery.
Warranty Period Ends After:	Fifty - Four (54) months
Conditions and Exclusions:  See Also Paragraphs 2 thru 4	This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

#### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

#### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

#### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*



# UNITED PLASTIC FABRICATING, INC.

# WARRANTY

FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™

## LIFETIME SERVICE WARRANTY

United Plastic Fabricating, Inc. (hereinafter called "UPF") warrants each POLY-TANK®, Booster/Foam Tank POLYSIDE® Wetside Tank, Integrator Tank/Body, ELLIPSE™ Elliptical Tank, Ellip-T-Tank Tank and DEFENDER™ Skid Tank to be free from defects in material and workmanship for the service life of the original vehicle (vehicle must be actively used in an emergency response for fire suppression). All UPF Tanks must be installed and operated in accordance with the UPF Installation and Operating Guidelines. Failure to do so can void the warranty.

Every UPF Tank is inspected and tested before leaving our facility. Should your UPF Tank require service, please notify UPF via email, fax, in writing or by calling UPF at 1-978-975-4520. Please provide the serial number, a description of the service request, the location along with the phone number and name of the contact person. Our goal is to have scheduled work completed within a reasonable time period.

Under a valid warranty claim, UPF will cover the cost to repair the UPF Tank including the customary and reasonable costs to make the tank accessible such as the removal and reinstallation of the tank if authorized in advance (pre-approved) by UPF. The warranty will not cover tanks that have been improperly installed, operated, misused, abused, or modified from its intended or designed use. Serial number must not have been altered, defaced or removed. Tanks that are not stored or installed properly which results in the tank suffering UV damage will not be covered by this agreement.

Should UPF determine that the service claim is valid under this warranty for a tank located outside of the United States and Canada, UPF will assume the costs for labor and material for the warranty repair as described above plus all travel costs to the U.S. port of embarkation. Costs for airline travel outside of the U.S. and Canada will not be the responsibility of UPF.

In the event the tank shall become stationed in an area of the world that is considered to be a war zone or where unsafe conditions exist for the safe passage of United States Nationals, as reported by the United States Department of State, (<http://www.state.gov>), and a request to perform service or warranty repairs, UPF reserves the right to refuse to honor such requests. It is the purchaser's responsibility to relocate the tank to an area where such repairs can be performed without undue risk to UPF employees or their designee. UPF will make every reasonable effort to support our products through alternative means.

For Ellipse™ elliptical tanks, a separate five year warranty provided by the subcontractor is applied to the sub-frames, chute linings (rubber isolation strips) and metal components. The stainless steel wrap provided by UPF shall be warranted by the subcontractor performing the wrap installation in accordance with their warranty in place at the time of the installation. UPF will not be liable for any warranty costs associated with the wrap, sub-frames, chute linings (rubber isolation strips) and metal components but will assist with all claims on behalf of its customer.

For PolySide® wetsided tanks and Integrator™ Tank/Body units, all polypropylene components related to the tank shall carry the standard UPF lifetime





# UNITED PLASTIC FABRICATING, INC.

# WARRANTY

FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™

service warranty. Other polypropylene components, including but not limited to compartments, wheel wells, fenders and other body related components shall be warranted by UPF for a period of ten years. The warranty for the PolySide® and Integrator™ units excludes paint or hardware, which shall be covered by the manufacturer of the paint/hardware.

All UPF tanks 50 gallons or less utilized for non-fire applications and installed on specialty vehicles such as ATVs, trailers, boats, etc. are covered under a separate warranty policy available from UPF. Further, UPF Protector™ foam and water trailers are warranted under a separate warranty policy available from UPF.

This UPF warranty is transferable within the United States only with prior written approval by UPF (except an original apparatus manufacturer may assign this warranty to the first titled owner/lessee of the apparatus).

**UPF will NOT reimburse any unnecessary work and/or work that has not been pre-approved. Any and all third party charges must be pre-authorized and approved in writing by UPF prior to commencing the work. Any unauthorized third party repairs, alterations, actions or modifications will not be covered and can void the warranty. UPF will be the sole determining authority as to whether a service claim will be valid and covered under this warranty.**

In no event will UPF be liable for an amount in excess of the purchase price of the booster/foam tank at the time of manufacture or for any loss or damage, whether direct, indirect, incidental, consequential, or otherwise arising out of failure of its product. Loss of contents (water, foam, etc.) shall not be the responsibility of UPF. Further, UPF is not responsible for costs associated with service repairs to chassis, sub-frames, bodies, valves, dumps, hoses, pressure vacuum vents, and other components (i.e. liquid level transducers, etc.). Further, UPF will not cover the cost for travel of the vehicle to and from a repair facility.

This warranty contains the entire warranty. It is the sole warranty and price agreements or representation, whether oral or written, are either merged herein or expressly cancelled. UPF neither assumes, nor authorizes any person supposing to act on its behalf to change, nor assume for it, any warranty or liability concerning its product.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow exclusion or limitation or incidental or consequential damage, so the above limitation or exclusion may not apply to you. Since some states do not allow limitations on the length of an implied warranty, the above limitation may not apply to you.

**THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THIS WARRANTY IS IN LIEU OF ALL OTHER OBLIGATION OR LIABILITIES ON THE PART OF UPF.**

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**R. H. SHEPPARD CO., INC.**  
101 Philadelphia St.  
Hanover, PA 17331  
**Pierce Manufacturing Inc.**  
2600 American Drive  
Appleton, WI 54912

**LIMITED WARRANTY:** The R. H. Sheppard Co. Inc., ("Sheppard") warrants all M110PKG1 and M110SAU1 steering gears manufactured and sold to Pierce Manufacturing Inc. ("Pierce") for application on Pierce TAK-4 equipped vehicles to be free from defects of workmanship and material under normal use and service for a period of thirty six months from the in service date of the vehicle to its original owner.

Vehicle applications where Sheppard product is used require an application approval before production build. If Pierce uses Sheppard product for any purpose or application which has not been approved by Sheppard in advance, including aftermarket devices (defined as a device added to the steering system directly or indirectly affecting the performance or operation of the Sheppard product in its approved application) not tested and approved by Sheppard this limited warranty SHALL NOT APPLY AND SHALL BE VOID. SHEPPARD MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED. SHEPPARD EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

**SHEPPARD SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OR FOR LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF A PRODUCT.** Pierce expressly acknowledges its obligation to inform all users (customers) of the above disclaimer.

**CONDITIONS:** Claims under this Limited Warranty may only be made by Pierce. In no event shall Sheppard be held liable for warranty charges by unauthorized persons. No allowance will be made for repairs or alterations, unless made with the written consent of Sheppard. Authorized Pierce dealers shall be the only authorized repair facility for Sheppard products applied to Pierce vehicles. Any warrantable repair made under this Limited Warranty must be made on or before 36 months of the in-service date for the Product to which the claim relates. Sheppard shall not be liable for claims made after such date. Sheppard product fitted to Pierce vehicles that are repaired at a repair facility other than an authorized Pierce dealer within the warranty period will be considered for payment under the guidelines of this agreement only by joint written consideration of Sheppard and Pierce warranty departments. It shall be the responsibility of the Pierce warranty department to notify Sheppard if and when this situation occurs. Sheppard will not be held responsible for damage to other steering components such as but not limited to pumps and reservoirs due to improper adjustment of steering gear relief plungers. Vehicle downtime and towing will not be considered under warranty.

**REMEDIES:** The sole and exclusive remedy of Pierce for Sheppard's breach of the foregoing warranty is limited to the return and repair or reimbursement as follows:

**R. H. SHEPPARD CO., INC. WARRANTY**  
**Pierce Manufacturing Inc.**  
**Page 2**

**Warranty Support:** In support of the Pierce dealer network, Sheppard will provide a toll-free "Hotline" service to assist in the diagnosis and troubleshooting of steering problems. The R. H. Sheppard Co., Inc. Field Service Department can be reached at 1-800-274-7437 for assistance. Sheppard will require that Pierce dealers contact this toll-free "Hotline" for approval before product is removed from a vehicle in a warranty situation. When contacted regarding a warranty situation, the Sheppard representative will provide an authorization number for removal of the product. This Returned Goods Authorization (RGA) number must be included in all warranty correspondence and attached to all returned goods.

**Procedure:** In the event of a warranty situation, the servicing dealer shall contact the Sheppard Hotline and receive an RGA number before replacing any steering gear. For M110PKG1 and M110SAU1 steering gear models, the dealer will first obtain an RGA number from Sheppard, and then order the replacement gear from Pierce. Replacement M110PKG1 and M110SAU1 steering gears shall be shipped from Pierce once those models are in full production. A warranty claim for both parts and labor will then be generated by the dealer and sent to Pierce. After reviewing the claim, Pierce will submit it to Sheppard for reimbursement.

**Parts Reimbursement:** Sheppard agrees to reimburse Pierce at Pierce's purchase price plus 30% mark-up for parts found to be defective within the warranty period. Parts being returned for warranty consideration shall be sent to the R. H. Sheppard Company, 447 E. Middle St., Hanover, PA 17331 ATTN: Warranty Dept. Sheppard's determination as to whether the part is covered by the foregoing warranty is final and conclusive. Sheppard requires the return of complete steering gears only. Individual seals replaced under warranty **should not** be returned unless specifically requested by Sheppard. All parts being returned for warranty consideration must be clearly tagged with all pertinent warranty information including, but not limited to (1) Returned Goods Authorization number (RGA); (2) claim number; (3) date in service; (4) date of failure; (5) mileage; (6) part number; (7) labor hours; (8) dealer labor rate and; (9) dollar amount claimed. Claims submitted without prior authorization are subject to rejection under this agreement.

**Labor:** Labor to repair Sheppard product found to be defective within the warranty period will be reimbursed at not more than 10 hours per vehicle. Labor shall be reimbursed at the rate of \$85.00 USD per hour for M110PGK1 and M110SAU1 steering gears.

**Freight:** Pierce will collect M110PGK1 and M110SAU1 warranty material at a designated collection point. Inbound freight to the Pierce collection point will be the responsibility of Pierce. All warranty material should be returned from the Pierce collection point to R. H. Sheppard Co. Freight Collect by a Sheppard-specified common carrier based on location of the Pierce collection point. Sheppard does not require the return of failed seals. Any freight charges incurred for the return of seals will be the responsibility of Pierce. Parts returned for warranty consideration without prior authorization are subject to rejection under this agreement and may be subject to a charge back of inbound freight charges. Parts rejected under this warranty will be returned to Pierce Freight Collect or scrapped by Sheppard at Pierce's discretion.

**R. H. SHEPPARD CO., INC. WARRANTY**  
**Pierce Manufacturing Inc.**  
**Page 3**

**Outside Purchases:** Pierce authorized dealers shall be the only outlet for repair, warranty service and parts for Sheppard products applied to Pierce vehicles. Sheppard will not be responsible for consumables such as hoses, belts, fluids, fittings or miscellaneous shop material that may be required for the repair of the product.

**Warranty Documentation:** Warranty credit memos will be issued monthly to the Pierce Warranty Department. Monthly credit memos will include (1) claim number; (2) part number; (3) parts reimbursement; (4) labor reimbursement; (5) any applicable Pierce reference number and; (6) reason for rejection or acceptance of the claim. Credit memos will be issued in U.S. funds. Debits for warranty claims will not be accepted under this agreement. Claim disposition will constitute the final and conclusive resolution of warranty claims.

**Parts Retention:** Sheppard will retain parts submitted for warranty consideration for a period of sixty (60) days for any material found to be rejected for warranty. Sheppard will notify Pierce within sixty (60) days of receipt of Sheppard's determination as to whether any such part is covered by this warranty. Warranty reimbursement will be issued within thirty days of receipt of material at Sheppard.

**Good-Will Requests:** Good-Will requests will be considered jointly between Sheppard and Pierce for equitable compensation.

**RECALLS:** Sheppard retains the right to review information regarding federal motor vehicle recall and /or product repair programs if Sheppard products fitted to Pierce vehicles are alleged to be non-compliant with federal motor vehicle safety standards. Sheppard retains the right to review any claims of product defect or non-compliance before participating in reimbursement of expenses incurred as a result of alleged non-compliance or defect of its products. Sheppard agrees to negotiate in good faith for the reimbursement of expenses incurred by Pierce for all administrative, material and labor cost and expense associated with any recall where Sheppard product is found to be defective or non-compliant with federal motor vehicle standards.

**MISCELLANEOUS:** This writing constitutes the full complete and final statement of Sheppard's limited warranty for M110PKG1 and M110SAU1 products sold to Pierce. All prior oral or written correspondence, test data, negotiations, representations, understandings and the like regarding products are merged in this writing and extinguished by it. This limited warranty may not be altered, amended extended or modified except by a writing signed by the President or Vice President of Sheppard. No employee, vendor, dealer, distributor or other representative of Sheppard has authority to make statements to extend, expand, alter or amend the terms of this Limited Warranty. Sheppard expressly disclaims any statements contrary to the Limited Warranty. Sheppard's failure at any time to enforce any of the terms and conditions stated herein shall not constitute a waiver of any provisions herein. This Limited Warranty shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**R. H. SHEPPARD CO., INC. WARRANTY**  
**Pierce Manufacturing Inc.**  
**Page 4**

Any legal actions which may arise as a result of disputes, controversies or claims arising out of or related to this limited warranty shall be in such forum as Sheppard and Pierce shall agree, or, in the absence of agreement, in a court of appropriate jurisdiction other than in the county in which either party is located. This Limited Warranty shall not be assigned by Pierce.

**COOPERATIVE EFFORT:** Sheppard and Pierce agree to work cooperatively toward expanding this warranty coverage to a period of sixty months from the in service date. These cooperative efforts shall focus on examining the effects of increased heat generated by 2007 model engines and its impact on the entire power steering system.

**AGREEMENT:** This agreement is effective April 3, 2006 and may be modified by mutual agreement between Sheppard and Pierce of a signed amendment to be attached to the original Limited Warranty. There are no third party beneficiaries to this Limited Warranty. This warranty agreement applies to Pierce authorized dealers only. It does not encompass any special arrangements that Pierce may now have or that Pierce may enter into, with any other segments of the trucking industry. This warranty agreement does not apply to non-conforming product removed at Pierce assembly plants.

This Limited Warranty agreement between the R. H. Sheppard Co., Inc and Pierce Manufacturing Inc. may be terminated by either party with thirty days written notice prior to termination.

Signed at Pierce Manufacturing Inc., Appleton, WI this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**R. H. SHEPPARD CO., INC.**

**PIERCE MANUFACTURING INC.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



# Fire and Rescue Apparatus

## Ten (10) Year Material and Workmanship

### Pierce 12V LED Strip Light

#### Limited Warranty

##### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	This limited warranty covers repairs to correct any defect related to materials or workmanship of the Pierce 12V LED strip lights installed on the apparatus occurring during the warranty period.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Year
Conditions and Exclusions:  See Also Paragraphs 2 thru 4	This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

##### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

##### 3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

##### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*





# Fire and Rescue Apparatus

## Five (5) Year Material and Workmanship - Transmission Oil Cooler Three (3) Year Collateral Damage Coverage

### Limited Warranty

#### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The transmission cooler shall be free from component or structural failures caused by defects in material and/or workmanship. Collateral damage up to \$10,000 per occurrence is available for the first three (3) years.
Warranty Begins:	The date of delivery to the first retail purchaser.
Warranty Period Ends After:	Five (5) Years on Oil Cooler and three (3) years on collateral damage coverage
Conditions and Exclusions:  See Also Paragraphs 2 thru 4	<p>This warranty does not cover repair due to accidents, misuse, and excessive vibration, flying debris, storage damage (freezing), negligence or modification. This warranty is void if any modification or repairs are performed without authorization. This also voids any future warranty.</p> <p>This warranty does not cover cost of maintenance or repairs due to lack of required maintenance services as recommended. Performance of the required maintenance and use of proper fluids are the responsibility of the owner.</p> <p>Towing is covered to the nearest distributor or authorized dealer only when necessary to prevent further damage to your transmission.</p> <p>Labor costs for the removal and reinstallation of goods may be covered when necessary to make repairs. Please contact your OEM for authorization.</p> <p>Replacement of cooler during the warranty period is limited to 100% of reasonable labor costs up to a maximum of \$700 to remove, replace, or repair the oil cooler.</p>

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

#### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

#### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

#### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*



# Fire and Rescue Apparatus

## One (1) Year Material and Workmanship Foam System & Five (5) Year Material and Workmanship Control Head

### Limited Warranty

#### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Limited warranty 1 year parts and labor for the foam system and 5 years parts and labor for the control head.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	One (1) Year & Five (5) Year
Conditions and Exclusions:  See Also Paragraphs 2 thru 4	<p>This warranty does not cover repair due to accidents, misuse, and excessive vibration, flying debris, storage damage (freezing), negligence or modification. This warranty is void if any modification or repairs are performed without authorization. This also voids any future warranty.</p> <p>This warranty does not cover cost of maintenance or repairs due to lack of required maintenance services as recommended. Performance of the required maintenance and use of proper fluids are the responsibility of the owner.</p>

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

#### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

#### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

#### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*





# Fire and Rescue Apparatus

## Three (3) Year Material and Workmanship Meritor Wabco ABS Brake System Limited Warranty

### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The Meritor Wabco ABS brake system shall be covered by Meritor Wabco as indicated in the attached Meritor Wabco warranty coverage description
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Three (3) Year
Conditions and Exclusions:  See Also Paragraphs 2 thru 4	The exclusions listed in the attached Meritor Wabco warranty description shall apply.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*

**MERITOR® COMMERCIAL VEHICLE SYSTEMS**



**WARRANTY / MODEL  
YEAR 2013 VEHICLES**



**MERITOR®**

# WARRANTY INFORMATION CONTENTS

Effective Model Year 2013 Vehicles

Linehaul .....	4-5
General Service.....	6-7
Heavy Service .....	8-9
Off-Highway Service .....	10
Terms and Conditions .....	11

## How to Read Warranty Coverage

Number of Years	Mileage (in thousands) Unl=Unlimited	P=Parts Only P&L=Parts & Labor
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Models or components that are approved for use by Meritor's vocational guidelines contained in Meritor Publication TP-9441 for axles, SP-8320 for trailer axles, which are not specifically listed, are warranted for one year, unlimited miles, parts only (1/Unl/P).

# HEAVY SERVICE WARRANTY INFORMATION

## HEAVY SERVICE VEHICLES

- Airport Rescue Fire (ARF)
- Airport Shuttle
- Asphalt Truck
- Block Truck
- Bottom Dump Trailer Combination
- Cementing Vehicle
- City Bus
- Commercial Pick-Up
- Concrete Pumper
- Construction Material Hauler
- Crash Fire Rescue (CFR)
- Mixer
- Demolition
- Drill Rig
- Dump
- Emergency Service
- Equipment Hauling
- Flatbed Trailer Hauler
- Flatbed Truck
- Fracturing Truck
- Front Loader
- Geophysical Exploration
- Hopper Trailer Combinations
- Landscaping Truck
- Liquid Waste Hauler
- Log Hauling
- Lowboy
- Michigan Special Gravel Trains
- Michigan Special Log Hauler
- Michigan Special Steel Hauler
- Michigan Special Waste Vehicle
- Municipal Dump
- Rapid Intervention Vehicle (RIV)
- Rear Loader
- Recycling Truck
- Residential Pick-Up
- Rigging Truck
- Roll-Off
- Scrap Truck
- Semi-End Dump
- Sewer/Septic Vacuum
- Shuttle Bus
- Side Loader
- Snowplow/Snowblower
- Steel Hauling
- Tanker
- Tank Truck
- Tractors with Pole Trailers
- Tractor/Trailer with Jeeps
- Transfer Dump
- Transfer Vehicle
- Transit Bus
- Trolley
- Utility Truck
- Winch Truck

## HEAVY SERVICE TYPICALLY IS

- Moderate mileage operation (less than 60,000 miles per year)
- On/Off road vocations (10% or more off-road)
- Moderate to frequent stops/starts (up to 10 stops per mile)

Coverage under Meritor's warranty requires that the application of products be properly approved pursuant to OEM, Meritor, Meritor WABCO, and ZF engineering approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, and/or contact Meritor regarding specific application approval questions on any product line.

## FRONT DRIVE/NON-DRIVE STEER AXLES – 2/UNL/P&L

FD-965	FG-941	MFS-6-162B	MFS-10-143A-N	MFS-16-122A-N	MX-16-120
FF-941	FG-943	MFS-6-162C	MFS-10-144A-N	MFS-16-143A-N	MX-17-140
FF-942	FH-941	MFS-7-113C-N	MFS-12-143A-N	RF-16-145	MX-19-140
FF-943	FH-945	MFS-7-153C-N	MFS-12-144A-N	MFS-18-133A-N	MX-21-140
FF-944	FH-946	MFS-7-163C-N	MFS-12-155	MFS-20-133A-N	MX-21-160
FF-946	FL-941	MFS-8-113B-N	MFS-13-143A-N	RF-21-160	MX-23-160
FF-961	FL-943	MFS-8-153B-N	MFS-13-144A-N	MX-10-120	MX-23-810
FF-966	MFS-6-151A-N	MFS-8-163B-N	MFS-13-155	MX-12-120	
FF-967	MFS-6-153B	MFS-10-122A	MFS-14-143A-N	MX-14-120	

## CLUTCHES

15.5" HD Clutch <sup>1</sup>	1/100/P&L
15.5" TwinXTend	1/100/P&L
17" FreedomLine Clutch	1/100/P&L

<sup>1</sup> Products with an in-service date prior to 11/01/02 warranted by Meritor Clutch Company.

## DRIVELINES – 1/UNL/P&L

RPL	92N	RN	MXL
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## REAR DRIVE SINGLE AXLES – 2/UNL/P&L

MS-10-113	RC-23-160	MS-26-616
RS-13-120	RH-23-160	RS-26-185/380
RS-15-120	RS-23-160	MS-30-616
MS-17-14X	RS-23-160	RH-30-185
RS-17-144/145/A	RC-23-161	RS-30-185/380
MS-19-14X	RH-23-161	MS-35-380
RS-19-144	RS-23-161	RS-38-380
MS-21-114	RS-23-186/380	RC-25-160
MS-21-14X	RC-23-162	RC-26-633
RS-21-145	RC-23-165	MT-58-616
RS-21-145/A	RS-24-160	71162
RS-21-160	RS-25-160	71163
RC-22-145	RH-26-185	

# OFF-HIGHWAY SERVICE WARRANTY INFORMATION

## INDUSTRIAL AND OFF-HIGHWAY SERVICE VEHICLES

- Load-On/Load-Off
- Port Tractor
- Rail Yard Spotter
- Roll-On/Roll-Off
- Stevedoring Tractor
- Trailer Spotter
- Yard Jockey
- All-Terrain Crane
- Rough Terrain Crane
- Forestry
- Material Handling
- Specialized Heavy Haul
- Specialized Mining
- Excavator
- Compactor
- Fertilizer Spreader
- Snow Blower
- Mining
- Rail Car Mover
- Loader
- Tow Tractor
- Pushback Tractor

## INDUSTRIAL AND OFF-HIGHWAY SERVICE TYPICALLY IS

- Low mileage operation
- Low speed vehicle speed restriction
- Vehicles are **not** typically licensed for highway use
- Six (6) starts/stops per mile (typical)

Coverage under Meritor's warranty requires that the application of products be properly approved pursuant to OEM, Meritor, Meritor WABCO, and ZF engineering approvals. Refer to TP-9441 for axles and/or contact Meritor regarding specific application approval questions on any product line.

## DRIVE STEER AXLES – 1/UNL/P

MOR	MOX	MOC
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## FRONT NON-DRIVE STEER AXLES – 1/UNL/P

FF - 941	FL - 943	MFS-16-143A-N
FF - 943	MFS-12-143A-N	MFS-18-133A-N
FF - 961	MFS-12-144A-N	MFS-20-133A-N
FF - 966	MFS-13-143A-N	MON-ZO FAMILY
FG - 941	MFS-13-144A-N	
FG - 943	MFS-14-143A-N	
FL - 941	MFS-16-122A-N	

## PLANETARY AXLES – 1/UNL/P

MOR	MOX	MOC	MOT
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## REAR DRIVE SINGLE AXLES – 1/UNL/P

RS-23-186	MS-30-616	MS-35-380
RS-23-380	RS-30-185	
RS-24-160	RS-30-380	

## DRIVELINES – 1/UNL/P

RPL	RN	MXL
-----	----	-----

## REAR DRIVE TANDEM AXLES – 1/UNL/P

MT-44-14X/P	MT-70-380	RT-46-164EH/P
MT-52-616	RT-44-145/P	RT-50-160/P
MT-58-616	RT-46-160/P	

## BRAKE COMPONENTS

Cam P	3/Unl/P
Cam Q Plus™	3/Unl/P&L
ASA	3/Unl/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
LX500 Feature <sup>1</sup>	1/Unl/P

<sup>1</sup> Includes: bushing, seal, cam and ASA.

<sup>2</sup> Based on stamped wear diameter max.

## MERITOR WABCO COMPONENTS<sup>1</sup>

ABS (Anti-Lock Braking System) Air/Hydraulic	3/300/P&L
Air Dryers (ALL)	1/100/P&L
Leveling Valves	1/Unl/P&L
Air Brake Valves	1/100/P
Clutch Controls	2/200/P&L
Air Compressors <sup>2</sup>	1/100/P&L
Actuator	1/100/P&L

<sup>1</sup> Warranted by Meritor WABCO Vehicle Control Systems.

<sup>2</sup> WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by Meritor WABCO. Please contact your respective dealer/distributor of those engines for warranty and servicing.



# TERMS AND CONDITIONS

## COVERAGE EXCLUSIONS:

### Product Description

#### All

The cost of any repairs, replacements or adjustments to a covered component (1) associated with noise; (2) resulting from the use or installation of non-genuine Meritor components or materials; (3) due to vibration associated with improper operation or misapplication of drivetrain components; and (4) damage resulting from corrosion.

#### Front Axles

King Pin Bushings.

#### Rear Axles

Self-contained traction equalizers and oil filters. The use of NoSPIN differentials will result in the exclusion of axle shafts from warranty considerations. NoSPIN is a product of Eaton.

#### Clutch

Friction face and mating surface of center and pressure plate, wear pads and clutch brake.

#### ASA

Boot and bushing. Bent, broken, over-torqued, missing or otherwise damaged pawl assemblies.

#### ABS, Electronic Stability Control (ESC), Roll Stability Control (RSC) and OnGuard

Cut, broken, chaffed or otherwise damaged cable wires. Damaged sensors from removal when seized in block, or sensor adjustments/alignments. Valve failures due to contamination in air system. E.C.U. failures due to excessive over-voltage conditions.

#### Air Dryers

Mounting brackets (see vehicle OEM). Desiccant cartridge housing only.

#### Air System Components

Gladhand seals, dash valve knobs, valve actuation handles, treadles, pedals. Water and other contamination damage that is due to the use of a non-genuine air dryer cartridge will not be covered.

#### Cam Brake

Brake lining wear and brake shoe "rust-jacking."

#### Disc Brake

Pad wear, rotor wear.

## COVERAGE LIMITATIONS:

### Product Description

#### All

Any claim beyond 60 days from date of repair will not be accepted or honored under this warranty program.

#### Front Axles

Tie rod and tie rod ends limited to 3-year/300,000-mile or published vocational coverage, whichever is less. Wheel seals, gaskets and wheel bearings are covered for 1 year/unlimited miles if the wheel end equipment is supplied and assembled by Meritor.

#### Rear Axles

Pinion and through shaft seals limited to 3-year/300,000-mile or published vocational coverage, whichever is less, if yoke is installed by Meritor. If yoke is not installed by Meritor, then Meritor does not warrant pinion seals. Wheel seals, gaskets and wheel bearings are covered for 1 year/unlimited miles if the wheel end equipment is supplied and assembled by Meritor.

#### Rear Axles

The Meritor® breather part number A-2297-C-8765 with A-3196-J-1336 hose must be used for eligibility of any potential warranty consideration relating to contamination and/or loss of lube in axles.

#### Cam Brake

Limited to bracket, brake spider and camshaft structural integrity.

#### X30

Wearable life is up to the discard diameter of the drum.

#### Disc Brake

Warranty coverage for boots, seals, bushings and pins is 2/200/P. Warranty coverage for pads is 1/100/P.

Warranty coverage on vehicles with 1,850 lb-ft engine torque and over may be reduced on individual drivetrain components. Contact your Meritor representative for specific details.

# TERMS AND CONDITIONS

## (1) What is Covered by this Commercial Warranty?

Meritor Inc. warrants to the owner ("Owner") that the components listed in this publication, which have been installed by an Original Equipment Manufacturer ("OEM") as original equipment in vehicles licensed for on-highway use, will be free from defects in material and workmanship. This warranty coverage begins only after the expiration of the OEM's vehicle warranty for the applicable covered components. Warranty coverage ends at the expiration of the applicable time period from the date of vehicle purchase by the first Owner, or, the applicable mileage limitation, whichever occurs first. Duration of coverage varies by component and vocation as detailed elsewhere in this warranty statement.

Some components are warranted for parts only and the Owner must pay any labor costs associated with the repair or replacement of the component. Other components are warranted for both parts and reasonable labor to repair or replace the subject component. Components (whether new, used or remanufactured) installed as replacements under this warranty are warranted only for the remainder of the original period of time or mileage under the original warranty.

For certain components, coverage requires the use of specific extended drain interval or synthetic lubricants. For further information about lubrication and maintenance, see Meritor publication Maintenance Manual Number I and the applicable Meritor maintenance manual for the product in question. Other conditions and limitations applicable to this warranty are detailed below.

## (2) Designation of Vocational Use Required.

To obtain warranty coverage, each Owner must notify Meritor through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the Meritor components have been incorporated prior to the vehicle in-service date. This notification may be accomplished by registering the vehicle through your OEM new truck and/or trailer dealer or with Meritor directly. Failure to notify Meritor of (I) the intended vocational use of the vehicle or (II) a change in vocational use from that which was originally designated, will result in the application of a one year, unlimited mileage, parts only warranty (1/Unl/P) from the initial in-service date.

A second Owner and each subsequent Owner must also notify Meritor as to the intended vocational use of the vehicle. This notification can be sent directly to Meritor or through the OEM new truck and/or trailer dealer. The duration and mileage coverage of this warranty cannot exceed the coverage extended to the first Owner after his or her initial designation of vocational use.

Coverage under Meritor's warranty requires that the application of products be properly approved pursuant to OEM, Meritor, Meritor-WABCO, and ZF engineering approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, and/or contact Meritor regarding specific application approval questions on any product line.

## (3) What is the Cost of this Warranty?

There is no charge to the Owner for this warranty.

## (4) What is not Covered by this Warranty?

This warranty does not cover normal wear and tear; nor does it cover a component that fails, malfunctions or is damaged as a result of (I) improper installation, adjustment, repair or modification (including the use of unauthorized attachments or changes or modification in the vehicle's configuration, usage, or vocation from that which was originally approved by Meritor), (II) accident, natural disaster, abuse, or improper use (including loading beyond the specified maximum vehicle weight or altering engine power settings to exceed the transmission, axle, driveline, and/or clutch torque capacity), or (III) improper or insufficient maintenance (including deviation from approved lubricants, change intervals, or lube levels). This warranty does not cover any component or part that is not sold by Meritor. For vehicles that operate full or part time outside of the United States and Canada, a one year, unlimited mileage, parts only warranty (1/Unl/P) will apply.

## (5) Remedy.

The exclusive remedy under this warranty shall be the repair or replacement of the defective component at Meritor's option. Meritor reserves the right to require that all applicable failed materials are available and/or returned to Meritor for review and evaluation.

## (6) Disclaimer of Warranty.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESSED, IMPLIED OR STATUTORY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

## (7) Limitation of Remedies.

In no event shall Meritor be liable for special, incidental, indirect, or consequential damages of any kind or under any legal theory, including, but not limited to, towing, downtime, lost productivity, cargo damage, taxes, or any other losses or costs resulting from a defective covered component.

## (8) To Obtain Service.

If the Owner discovers within the applicable coverage period a defect in material or workmanship, the Owner must promptly give notice to either Meritor or the dealer from which the vehicle was purchased. To obtain service, the vehicle must be taken to any participating OEM new truck and/or trailer dealer or authorized Meritor service location. The dealer will inspect the vehicle and contact Meritor for an evaluation of the claim. When authorized by Meritor, the dealer will repair or replace during the term of this warranty any defective Meritor component covered by this warranty.

## (9) Entire Agreement.

This is the entire agreement between Meritor and the Owner about warranty and no Meritor employee or dealer is authorized to make any additional warranty on behalf of Meritor. This agreement allocates the responsibilities for component failure between Meritor and the Owner.



**Meritor Heavy Vehicle Systems, LLC**

2135 West Maple Road  
Troy, Michigan 48084 USA

For more information:  
866-OnTrac1 (866-668-7221)  
**meritor.com**

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Ocala, FL 34475-5623

1-800-220-HALE  
[www.haleproducts.com](http://www.haleproducts.com)  
[www.class1.com](http://www.class1.com)

## Warranty Statement

Subject to the following general and specific terms and conditions, Hale, Inc. ("Hale") hereby warrants to the original Purchaser\* that Products sold under Hale and Class 1 brands will be free of defects in material and workmanship for the applicable Warranty Period. General terms and conditions applicable for all Products are set forth under the heading **General Terms and Conditions** below. Product specific terms and conditions, including Warranty Periods and Warranty Coverages, are set forth in the Tables following the **General Terms and Conditions**.

### General Terms and Conditions

The following limitations, exclusions, procedures and other terms and conditions shall apply for all Products:

Warranty is voided if:

- Product is used for an application, with products or in a manner other than the application, products and manner for which such Product is designed and intended
- Product is subjected to a use, service, condition or environment other than a use, service, condition or environment for which such Product is designed and intended
- Product is not properly installed
- Product is not properly maintained in accordance with Hale's instruction manual and industry standards
- Product is altered, modified, serviced (except routine maintenance performed in accordance with Hale's instruction manual for Product and Industry accepted standards and guidelines), or repaired by a person other than Hale or a person authorized by Hale to make such alteration or modification or perform such service or repair
- Hale is not paid the full amount of the purchase price for Product when due

No Warranty covers:

- Ordinary wear and tear
- Failure due to compliance with a specification or design provide or required by Purchaser
- Failure due to improper operation, excess pressure, excess voltage or other similar cause
- Failure due to operator error
- Damage during or after shipment and failure attributable thereto or resulting there from
- Failure attributable to or resulting from the failure or substandard, inadequate or improper performance of any part, component or equipment not supplied by Hale
- Failure attributable to or resulting from the failure or substandard, inadequate or improper performance of any third party (e.g., not Hale or Class 1 brand) part, component, product or equipment, whether or not combined, packaged, incorporated, installed or used with a Hale or Class 1 brand part, component, product or equipment.

Hale shall have no obligation under any Warranty unless Purchaser or its customer promptly notifies Hale of the failure giving rise to the Warranty claim, such notice is received by Hale within the applicable Warranty Period, and Hale is provided with such information, data and records (including, but not limited to, in service date, run hours, and service and repair records) as Hale may reasonable request in evaluating the Warranty claim. The notice of failure must be given in writing, identify the Product claimed to be defective (including serial number, if any), and describe in reasonable detail the circumstances surrounding the failure.

Repaired Product and replacement Product shall be warranted only for the remainder of the original Warranty Period.

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\* The "Purchaser" is the original purchaser from Hale, whether the original purchaser is a distributor, dealer or other reseller, an OEM, or an end user.



Hale reserves the right to use reconditioned parts for Warranty repairs and to use reconditioned Products for Warranty replacements.

Hale shall have the right to physically inspect Product claimed to be defective. If requested by Hale, Purchaser shall deliver the Product claimed to be defective to Hale at its manufacturing facility or to another party or location designated by Hale. In such event, Hale shall issue to Purchaser a Return Materials Authorization (RMA) for the Product to be delivered. The Product must be delivered to Hale within 30 days of issuance of the RMA. The RMA number must be included with the Product when delivered to Hale. Failure to make timely delivery to Hale of the Product claimed to be defective shall void any Warranty.

Purchaser or its customer shall be responsible for all freight and shipping charges in connection with the delivery of Product claimed to be defective to Hale at its manufacturing facility or to another party or location designated by Hale and the delivery of repaired or replacement Product or parts to Purchaser. Product claimed to be defective must be shipped by Purchaser freight prepaid. Repaired and replacement Product and parts therefore will be shipped to Purchaser freight collect. Purchaser shall bear all risk of loss or damage during shipment.

If requested to do so by Purchaser, Hale may, at its sole option and in its sole discretion, supply a replacement Product or part to Purchaser prior to making a final determination as to whether Warranty Coverage is available. If Hale ultimately determines that no Warranty Coverage is available for the Product claimed to be defective, whether the determination is based on the Warranty being voided, the Product failure being due to a cause not covered by the Warranty, the failure to make a timely and proper Warranty claim, or otherwise, Purchaser or its customer will be required to purchase the replacement Product or part that has been supplied to it by Hale at the price at which Purchaser is then entitled to purchase such Product or part under the Supply Agreement.

If Hale ultimately determines that no Warranty Coverage is available for a Product claimed to be defective, whether the determination is based on the Warranty being voided, the Product failure being due to a cause not covered by the Warranty, the failure to make a timely and proper Warranty claim, or otherwise, Purchaser shall have the option of either (i) having the Product returned to it freight collect, without repair or replacement, or (ii) if Hale determines that the Product is repairable, have the Product repaired by Hale or another party designated by it on a time and materials basis at Hale's then current standard charges for non-warranty repairs and then returned to Purchaser freight collect.

HALE'S WARRANTY AS SET FORTH HEREIN IS HALE'S SOLE AND EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ALL OF WHICH OTHER WARRANTIES ARE EXPRESSLY EXCLUDED.

THE RIGHTS AND REMEDIES SET FORTH HEREIN ARE THE SOLE AND EXCLUSIVE RIGHTS AND REMEDIES AGAINST HALE. EXCEPT FOR THE SPECIFIC LIABILITIES AND OBLIGATIONS PROVIDED HEREIN, HALE SHALL HAVE NO LIABILITY OR OBLIGATION WITH RESPECT TO ANY PRODUCT CLAIMED TO BE DEFECTIVE IN ANY MANNER.

UNDER NO CIRCUMSTANCES SHALL HALE BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST OR UNREALIZED SALES, REVENUES, PROFITS, INCOME, COST SAVINGS OR BUSINESS, LOST OR UNREALIZED CONTRACTS, LOSS OF GOODWILL, DAMAGE TO REPUTATION, LOSS OF PROPERTY, LOSS OF INFORMATION OR DATA, LOSS OF PRODUCTION, DOWNTIME, OR INCREASED COSTS, IN CONNECTION WITH ANY PRODUCT, EVEN IF HALE IS ADVISED OR PLACED ON NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY ESSENTIAL PURPOSE OF ANY PRODUCT.

HALE, INC.			
Product Specific Warranty Terms and Conditions			
(January 1, 2013)			
Product *		Warranty Period	Warranty Coverage **
<b>Pumps</b> Mid-Ship, Rear Mount, and Booster (Excludes all Engine Driven Units)	Fire Service Applications (non-Marine)	Earlier of (i) 5 years from in service date of vehicle or equipment in which Product is initially installed, or (ii) 5-1/2 years from date of shipment of Product to original Purchaser.	<p>Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship.</p> <p>At time pump is ordered, original Purchaser may take Standard Warranty at no charge or purchase Extended Warranty for an additional charge which will be quoted by Hale at original purchaser's request at time of order.</p> <p>Under Standard Warranty, Hale will cover parts and labor for first 2 years of Warranty Period and parts only (no labor) for remainder of the Warranty Period .</p> <p>Under Extended Warranty (if purchased by original Purchaser), Hale will cover parts and labor for the full Warranty Period.</p> <p>When labor is covered, Service Provider will be reimbursed at Hale's then current standard labor hours and rates for labor to make repair (if not repaired by Hale) and to remove defective Product and re-install repaired or replacement Product. Hale's approval of repair estimate is required prior to performance of repair work. If applicable, actual mileage will be reimbursed at Hale's then current mileage reimbursement rate.</p>
	Marine, Refueller and Other Applications	Earlier of (i) 2 years from the date of shipment of Product to original Purchaser, or (ii) 2,000 run hours .	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
<b>Engine Driven Units ***</b>	Pump Ends Backpacks Floats	If not used for rental or contracting, 2 years from the date of shipment of Product to original Purchaser.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. Repair labor is included, but any other labor (including removal and re-installation) and mileage are excluded. Service Provider will be reimbursed at Hale's then current standard labor hours and rates for labor to make repair (if not repaired by Hale). Hale's written authorization of repair estimate is required prior to performance of repair work.
		If used for rental or contracting, earlier of (i) 6 months from date of shipment to original Purchaser, or (ii) 1,000 run hours.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	HP Portables	If not used for rental or contracting, 3 years from the date of shipment of Product to original Purchaser.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
		If used for rental or contracting, earlier of (i) 6 months from date of shipment to original Purchaser, or (ii) 1,000 run hours.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	Cross-Chassis Skids Trailer Units	Earlier of (i) 12 months from date of shipment to original Purchaser, or (ii) 1,000 run hours.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.

HALE, INC.			
Product Specific Warranty Terms and Conditions			
(January 1, 2013)			
Product *		Warranty Period	Warranty Coverage **
<b>Pump Modules</b> Pump Body Weldments, Stainless Manifolds, and Fabricated Panels		10 years from the date of shipment of Product to original Purchaser	Repair or replacement of Product that Hale determines failed (including cracks resulting from stress and rust through of panels) during Warranty Period due to a defect in material or workmanship. No labor is included.  Pump modules are built to original Purchaser's specification or design. Although individual Hale and Class 1 components used for pump modules comply with NFPA standards, pump modules are not NFPA compliant. Original Purchaser is solely responsible for (i) ensuring finished pump houses are NFPA complaint and adhere to industry accepted standards and guidelines, and (ii) supplying manuals that include appropriate directions, instructions and warnings concerning pump house operation.
<b>Foam</b> CAFS Systems, FoamLogix Proportioners, and EZ Fill		1 year from the date of shipment to original Purchaser.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
<b>Pump Repair &amp; Replacement Parts</b>		90 days from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
<b>Pressure Gauges</b>		3 years from date of shipment of Product to the original Purchaser.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
<b>Plumbing</b>		2 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
<b>Valves</b>	SVS "Torrent" Valves	10 years from date of shipment of Product to original Purchaser on everything except seal. 2 years from date of shipment of Product to original Purchaser on seal.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	Class 1 Valves	10 years from date of shipment of Product to original Purchaser on everything except seal. No warranty on seal.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
<b>Electronics</b>		2 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.

\* When Products are combined to form a module or package, each Product will have its own separate Warranty Period and Warranty Coverage.

\*\* For each Product, Hale will have the option to refund to Purchaser (in cash or by credit) the purchase price Hale was paid for such Product, less depreciation determined on a straight line basis over the Warranty Period, in lieu of repair or replacement (including, when applicable, labor). The decision whether to repair, replace or refund (and, if there is a refund, whether to refund in cash or by credit) shall be made by Hale in its sole discretion.

\*\*\* All engine related service, performance and warranty issues will be handled by the engine OEM or their local distributor.



# Fire and Rescue Apparatus

## Two (2) Year Material and Workmanship

### Meritor Axles

## Limited Warranty

#### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The Meritor axle shall be covered by Meritor as indicated in the attached Meritor warranty coverage description
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Two (2) Year
Conditions and Exclusions:  See Also Paragraphs 2 thru 4	The exclusions listed in the attached Meritor warranty description shall apply.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

#### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

#### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

#### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*



# MERITOR® COMMERCIAL VEHICLE SYSTEMS

WARRANTY/MODEL YEAR 2018 VEHICLES



**MERITOR**





# WARRANTY INFORMATION CONTENTS

Effective Model Year 2018 Vehicles

Linehaul ..... 3-4

General Service ..... 5-6

Heavy Service..... 7-8

Off-Highway Service..... 9

Terms and Conditions..... 10

## How to Read Warranty Coverage

Number of Years	Mileage (in thousands) Unl=Unlimited	P=Parts Only P&L=Parts & Labor
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**Notice:**

Models or components that are approved for use by Meritor’s vocational guidelines contained in Meritor Publication TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, which are not specifically listed, are warranted for one year, unlimited miles, parts only (1/Unl/P).

Products purchased on an incomplete vehicle (glider) are limited to one year, unlimited miles parts only (1/Unl/P).

## Advantage Program

Purchasing additional coverage on select components will continue to safeguard your investment against major repair costs after the initial base coverage expires. You can find out more about the Advantage Program by visiting [www.meritor.com](http://www.meritor.com) or by contacting Meritor at 866-OnTrac1 (866-668-7221).



# LINEHAUL WARRANTY INFORMATION

## Linehaul Vehicles

- |                        |                   |                    |                        |
|------------------------|-------------------|--------------------|------------------------|
| ■ Auto Hauler          | ■ Flatbed         | ■ Livestock Hauler | ■ Refrigerated Freight |
| ■ Bulk Hauler          | ■ General Freight | ■ Moving Van       | ■ Tanker               |
| ■ Chip Hauler (Truck)* | ■ Grain Hauler    | ■ Pipe Hauler      | ■ Triples              |
| ■ Doubles              |                   |                    |                        |

\* Chip Hauler vehicles require specific axle models listed below and Linehaul condition to be eligible for Linehaul warranty consideration.

## Linehaul Typically Is

- High mileage operation (over 60,000 miles/year)
- Well maintained major highways of concrete or asphalt construction
- Greater than 30 miles between starting and stopping

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

## Front Non-Drive Steer Axles – 5/750/P&L

FD-965	FF-966	MFS-10-144A-N	MFS-12-132C-N	MFS-13-122C-N	MFS-14-143A-N
FF-941	FF-967	MFS-12-122A-N	MFS-12-143A-N	MFS-13-132B-N	
FF-942	FG-941	MFS-12-122B-N	MFS-12E-143A-N	MFS-13-132C-N	
FF-943	FG-943	MFS-12-122C-N	MFS-12-144A-N	MFS-13-143A-N	
FF-944	MFS-10-122A	MFS-12E-122A-N	MFS-13-122A-N	MFS-13-144A-N	
FF-961	MFS-10-143A-N	MFS-12-132B-N	MFS-13-122B-N	MFS-14-122A-N	

## Rear Drive Single Axles – 5/750/P&L

RS-19-144/145/A	RS-21-160
MS-19-14X	RS-23-160
MS-21-144	RS-23-161
RS-21-145	RS-23-186

## Rear Drive Tandem/Tridem Axles – 5/750/P&L

RT-34-144/P/A	MA-40-165	MT-40-943
RT-40-145/A	MA-40-175	MT-40-943-SP
RT-40-160/P <sup>1,2</sup>	MT-34-14X/P	RZ-166 <sup>2</sup>
RT-46-160/P <sup>1,2</sup>	MT-40-14X/P	RZ-188
RT-46-164EH/P <sup>1,2</sup>	MT-40-14X/P	
RT-50-160/P <sup>1,2</sup>	MT-40-144/P	

## Drivelines

RPL	5/500/P, 1/Unl/P&L
MXL	3/350/P, 1/Unl/P&L
155N	1/Unl/P
92N	1/Unl/P

<sup>1</sup> These models required for Chip Hauler and Linehaul warranty consideration.  
<sup>2</sup> Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.



# LINEHAUL WARRANTY INFORMATION

## Brake Components

Cam Q Series Trailer Brakes	5/500/P, 1/100/L
LX500 Feature <sup>1</sup>	5/750/P&L
Q+ Drum Brake™	5/500/P, 1/Unl/P&L
ASA	5/500/P, 1/Unl/P&L
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
STEELite X30 Drum Brake™ <sup>2</sup>	12-Years or Wearable Life/P
EX+ Air Disc Brake™	5/500/P, 1/Unl/L

<sup>1</sup> Includes: bushing, seal, cam, ASA lubrication and wear coverage of 3/500/P&L.

<sup>2</sup> Based on stamped wear diameter max.

## Trailer Axles

Beam and Brackets	5/500/P, 1/100/L
Wheel End Systems <sup>1</sup>	
Standard System <sup>2</sup>	1/100/P&L
PreSet by Meritor <sup>3</sup>	5/500/P&L
AxlePak5 <sup>4</sup>	5P/L
AxlePak7 <sup>5</sup>	7P/L

<sup>1</sup> Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

<sup>2</sup> When installed by Meritor.

<sup>3</sup> Requires approved hubcap stating PreSet by Meritor on hubcap face.

<sup>4</sup> When specified with AxlePak5 wheel end system, coverage on MTIS thru-tee and stator is 5/500P, 3/500L.

<sup>5</sup> When specified with AxlePak7 wheel end system, coverage on MTIS thru-tee and stator is 7/750P, 3/500L.

(For brake components and ABS coverage, refer to appropriate product warranties.)

## TAG/Pusher Axles<sup>1</sup>

TQ, TQD, TR, TRD Beam and Brackets	5/750/P&L
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<sup>1</sup> For brake components and ABS Coverage, refer to appropriate product warranties.

## Meritor Tire Inflation System by PSI

MTIS Components	3/500/P&L
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## Trailer Air Suspension Systems

MPA38/40 (Tandem Axle Parallelogram) <sup>1</sup>	
Major Structural Components	5/500/P, 1/100/L
Curbing Damage Warranty <sup>2</sup>	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs	2/200/P, 1/100/L
Bushings	7/700/P, 5/500/L
PinLoc Air Controls	1/100/P&L
PinLoc Actuator	3/300/P&L
MPA20 (Single Axle Parallelogram)	
Major Structural Components	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs	2/200/P, 1/100/L
Bushings	7/700/P, 5/500/L
MTA (Trailing Arm)	
Major Structural Components	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs & Rebound Straps	2/200/P, 1/100/L
Bushings	5/500/P, 3/300/L

<sup>1</sup> Fastener torque coverage is limited to 2/Unl P&L when torqued by Meritor (For axle and ABS coverage, refer to appropriate product warranties.)

<sup>2</sup> "Curbing damage" is defined as deformation (bending, buckling, or breakage), caused by sudden impact with a curb or similar fixed object. Damage to the RideSentry slider box (the suspension sliding subframe, consisting of the frame rails, crossmembers, and central A-frame assembly), caused by accidental trailer impact with a curb or similar fixed object, is eligible for warranty coverage. Damage to other components or damage resulting from collision with another vehicle, rollover or fire is not covered under this provision. Warranty is not transferrable to another trailer VIN, and coverage does not apply if the trailer is deemed to be a total loss, scrapped, or otherwise not salvageable.





# GENERAL SERVICE WARRANTY INFORMATION

## General Service Vehicles

■ Aerial Ladder Truck	■ Front Engine Commercial Chassis	■ Municipal Truck	■ Refrigerated Freight
■ Aerial Platform	■ Front Engine Integral Coach	■ Newspaper Delivery	■ School Bus
■ Ambulance	■ General Freight	■ Pick-Up and Delivery	■ Stake Truck
■ Auto Hauler	■ Intercity Coach	■ Pipe Hauler	■ Tanker
■ Beverage Truck	■ Intermodal Chassis	■ Platform Auto Hauler	■ Tanker Truck
■ Chip Hauler	■ Livestock Hauler	■ Pumper	■ Tour Bus
■ Cross Country Coach	■ Meat Packer	■ Rear Engine Integral Coach	■ Wrecker
■ Flatbed	■ Moving Van	■ Recreational Vehicles	

## General Service Typically Is

- Lower mileage operations (less than 60,000 miles/year)
- Generally, on-road service (less than 10% off-road)
- An average of three (3) miles between starting and stopping

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

## Front Drive/Non-Drive Steer Axles – 2/Unl/P&L

FD-965	FH-941	MFS-7-153C-N	MFS-12E-122A-N	MFS-13-122C-N	MFS-18-135A-N
FF-941	FH-946 <sup>1</sup>	MFS-7-163C-N	MFS-12-122B-N	MFS-13-132B-N	MFS-18-193A-N
FF-942	FL-941	MFS-8-113B-N	MFS-12-122C-N	MFS-13-132C-N	MFS-20-133A-N
FF-943	FL-943	MFS-8-143A-N	MFS-12-132B-N	MFS-13-143A-N	MFS-20-135A-N
FF-944	MFS-6-151A-N	MFS-8-153B-N	MFS-12-132C-N	MFS-13-144A-N	MFS-20H-193A-N
FF-946	MFS-6-153B-N	MFS-8-163B-N	MFS-12-143A-N	MFS-14-122A-N	MFS-22H-135A-N
FF-961	MFS-6-162B-N	MFS-10-122A	MFS-12-144A-N	MFS-14-143A-N	MFS-22H-193A-N
FF-966	MFS-6-153C-N	MFS-10-143A-N	MFS-12E-143A-N	MFS-16-122A-N	
FF-967	MFS-6-162C-N	MFS-10-144A-N	MFS-13-122A-N	MFS-16-143A-N	
FG-941	MFS-7-113C-N	MFS-12-122A-N	MFS-13-122B-N	MFS-18-133A-N	

<sup>1</sup> Can also be used with reduced steer angles in tag position in Coach Applications.

## Rear Drive Single Axles – 2/Unl/P&L

MS-17-13X	MS-21-144	RC-23-162 <sup>1</sup>	MS-26-616	79163
MS-17-14X	MS-23-17X	RC-23-165 <sup>1</sup>	MS-26-616-SP	
MS-19-13X	RS-21-145/A	RS-23-160	RS-30-185	
MS-19-14X	RS-21-160	RS-23-161	MS-30-616	
RS-17-144/145/A	RC-22-145	RS-23-186	MS-30-616-SP	
RS-19-144/145/A	RC-22-145/A	RS-24-160	RS-35-380	
MS-21-13X	RC-23-160	RC-25-160	71162	
MS-21-14X	RC-23-161	RS-26-185	71163	

<sup>1</sup> 3/Unl/P&L if PreSet by Meritor.

## Rear Drive Tandem – 3/Unl/P&L

RT-40-160/P	RT-46-164EH/P
RT-46-160/P	RT-50-160/P

## Drivelines

RPL	4/400/P, 1/Unl/P&L
MXL	3/350/P, 1/Unl/P&L
155N	1/Unl/P
92N	1/Unl/P

## Rear Drive Tandem/Tridem Axles – 2/Unl/P&L

MT-34-14X/P	MT-44-14X/P	MT-58-616
RT-34-144/P/A	RT-44-145/P	RT-58-185 <sup>1</sup>
MT-40-14X/P	RT-46-169	MT-70-380
MT-40-144/P	MT-52-616	RZ-166
RT-40-145/A	RT-52-185 <sup>1</sup>	RZ-188

<sup>1</sup> Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.



# GENERAL SERVICE WARRANTY INFORMATION

## Brake Components

Cam Q Series Trailer Brakes	3/Unl/P, 1/Unl/L
LX500 Feature <sup>1</sup>	3/Unl/P&L
Cam P <sup>3</sup>	2/200/P
Cam	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
Q+ Drum Brake™ <sup>3</sup>	2/200/P&L
ASA	3/Unl/P
ASA <sup>3</sup>	2/200/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
STEELite X30 Drum Brake™ <sup>2</sup>	12-Years or Wearable Life/P
EX+ Air Disc Brake™	2/Unl/P&L

<sup>1</sup> Includes: bushing, seal, cam, ASA lubrication and wear coverage of 1/Unl/P.

<sup>2</sup> Based on stamped wear diameter max.

<sup>3</sup> Applies to Tour Bus and Cross Country Coach only.

## Trailer Axles

Beam and Brackets <sup>1</sup>	5/Unl/P, 1/Unl/L
Wheel End Systems <sup>2</sup>	
Standard System <sup>3</sup>	1/Unl/P&L
AxlePak5 <sup>4</sup>	5P/L
AxlePak7 <sup>5</sup>	7P/L

<sup>1</sup> 9000 Series is 3/Unl/P, 1/Unl/L

<sup>2</sup> Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

<sup>3</sup> When installed by Meritor.

<sup>4</sup> When specified with AxlePak5 wheel end system, coverage on MTIS thru-tee and stator is 5/500P, 3/500L.

<sup>5</sup> When specified with AxlePak7 wheel end system, coverage on MTIS thru-tee and stator is 7/750P, 3/500L.

(For brake components and ABS coverage, refer to appropriate product warranties.)

## Chassis Axles (2000 Series/ChassiPak)

Beam & Brackets	6/Unl/P, 1/Unl/L
Wheel End Systems <sup>1</sup>	
Standard System	1/Unl/P&L
AxlePak7	7P/L
Beam and Brackets	7P/1L

<sup>1</sup> Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

## Trailer Air Suspension Systems

MPA38/40 (Tandem Axle Parallelogram) <sup>1</sup>	
Major Structural Components	5/Unl/P, 1/Unl/L
Curbing Damage Warranty <sup>2</sup>	5/500/P, 1/100/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings	7/700/P, 5/500/L
PinLoc Air Controls	1/Unl/P&L
PinLoc Air Actuator	3/Unl/P&L
MPA20 (Single Axle Parallelogram)	
Major Structural Components	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings	7/700/P, 5/500/L
MTA (Trailing Arm)	
Major Structural Components	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs and Rebound Straps	2/Unl/P, 1/Unl/L
Bushings <sup>3</sup>	5/Unl/P, 3/Unl/L

(For axle and ABS coverage, refer to appropriate product warranties.)

<sup>1</sup> Fastener torque coverage is limited to 2/Unl P&L when torqued by Meritor

<sup>2</sup> "Curbing damage" is defined as deformation (bending, buckling, or breakage), caused by sudden impact with a curb or similar fixed object. Damage to the RideSentry slider box (the suspension sliding subframe, consisting of the frame rails, crossmembers, and central A-frame assembly), caused by accidental trailer impact with a curb or similar fixed object, is eligible for warranty coverage. Damage to other components or damage resulting from collision with another vehicle, rollover or fire is not covered under this provision. Warranty is not transferrable to another trailer VIN, and coverage does not apply if the trailer is deemed to be a total loss, scrapped, or otherwise not salvageable.

<sup>3</sup> Raw wood applications 3/Unl/P, 1/Unl/L

## TAG/Pusher Axles

TQ, TQD, TR, TRD Beam and Brackets <sup>1</sup>	3/Unl/P, 1/Unl/L
MC12002, MC14002, MC16003, FH946	2/Unl/P&L

(For brake components and ABS coverage, refer to appropriate product warranties.)

<sup>1</sup> 3/UNL/P&L if sold with PreSet by Meritor.

## Meritor® Tire Inflation System by PSI

MTIS Components	3/500/P&L
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# HEAVY SERVICE WARRANTY INFORMATION

## Heavy Service Vehicles

■ Airport Rescue Fire (ARF)	■ Drill Rig	■ Michigan Special Gravel Trains	■ Shuttle Bus
■ Airport Shuttle	■ Dump	■ Michigan Special Log Hauler	■ Side Loader
■ Asphalt Truck	■ Emergency Service	■ Michigan Special Steel Hauler	■ Snowplow/Snowblower
■ Block Truck	■ Equipment Hauling	■ Michigan Special Waste Vehicle	■ Steel Hauling
■ Bottom Dump Trailer	■ Flatbed Trailer Hauler	■ Municipal Dump	■ Tanker
■ Combination	■ Flatbed Truck	■ Rapid Intervention Vehicle (RIV)	■ Tank Truck
■ Cementing Vehicle	■ Fracturing Truck	■ Rear Loader (Refuse)	■ Tractors with Pole Trailers
■ City Bus	■ Front Loader	■ Recycling Truck	■ Tractor/Trailer with Jeeps
■ Commercial Pick-Up	■ Geophysical Exploration	■ Residential Pick-Up (Refuse)	■ Transfer Dump
■ Concrete Pumper	■ Hopper Trailer Combinations	■ Rigging Truck	■ Transfer Vehicle
■ Construction Material Hauler	■ Landscaping Truck	■ Roll-Off	■ Transit Bus
■ Crash Fire Rescue (CFR)	■ Liquid Waste Hauler	■ Scrap Truck	■ Trolley
■ Mixer	■ Log Hauling	■ Semi-End Dump	■ Utility Truck
■ Demolition	■ Lowboy	■ Sewer/Septic Vacuum	■ Winch Truck

## Heavy Service Typically Is

- Moderate mileage operation (less than 60,000 miles per year)
- On/Off road vocations (10% or more off-road)
- Moderate to frequent stops/starts (up to 10 stops per mile)

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

## Front Drive/Non-Drive Steer Axles – 2/Unl/P&L

FD-965	FH-941	MFS-8-113B-N	MFS-12-132C-N	MFS-13-155	MFS-22H-135A-N	MX-17-140
FF-941	FH-946	MFS-8-153B-N	MFS-12-143A-N	MFS-14-122	MFS-22H-193A-N	MX-19-140
FF-942	FL-941	MFS-8-163B-N	MFS-12-144A-N	MFS-14-143A-N	RF-16-145	MX-21-140
FF-943	FL-943	MFS-10-122A	MFS-12-155	MFS-16-122A-N	RF-21-160	MX-21-160
FF-944	MFS-6-151A-N	MFS-10-143A-N	MFS-13-122	MFS-16-143A-N	MX-10-120	MX-23-160
FF-946	MFS-6-153B	MFS-10-144A-N	MFS-13-122B-N	MFS-18-133A-N	MX-10-120 EVO	MX-810
FF-961	MFS-6-162B	MFS-12-122	MFS-13-122C-N	MFS-18-135A-N	MX-12-120	
FF-966	MFS-6-162C	MFS-12-122B-N	MFS-13-132B-N	MFS-18-193A-N	MX-12-120 EVO	
FF-967	MFS-7-113C-N	MFS-12-122C-N	MFS-13-132C-N	MFS-20-133A-N	MX-14-120	
FG-941	MFS-7-153C-N	MFS-12E-122	MFS-13-143A-N	MFS-20-135A-N	MX-16-120	
FG-943	MFS-7-163C-N	MFS-12-132B-N	MFS-13-144A-N	MFS-20H-193A-N	MX-18-120	

## Drivelines

RPL	3/Unl/P, 1/Unl/P&L
92N	1/Unl/P&L
MXL	1/Unl/P&L

## Rear Drive Single Axles – 2/Unl/P&L

MS-17-14X	RS-23-160	MS-30-616-SP
RS-17-144/145/A	RC-23-161	RS-30-185/380
MS-19-14X	RS-23-161	MS-35-380
RS-19-144	RS-23-186/380	RS-38-380
MS-21-114	RC-23-162	RC-25-160
MS-21-14X	RC-23-165	RC-26-633
RS-21-145	RS-24-160	MT-58-616
RS-21-145/A	RS-25-160	MT-58-616-SP
RS-21-160	MS-26-616	71162
RC-22-145	MS-26-616-SP	71163
RC-23-160	RS-26-185/380	79163
RH-23-160	MS-30-616	



# HEAVY SERVICE WARRANTY INFORMATION

## Rear Drive Tandem/Tridem Axles – 2/Unl/P&L

MT-34-14X/P	RT-44-145/P	MT-58-616	RZ-166
RT-34-144/P/A	RT-46-169	MT-58-616-SP	RZ-188
MT-40-14X/P	MT-52-616	RT-58-185/380 <sup>1,2</sup>	
RT-40-145/A	MT-52-616-SP	RT-70-380	
MT-44-14X/P	RT-52-185/380 <sup>1,2</sup>	MT-70-380	

<sup>1</sup> Axle model designated will vary according to options and variations specified on these axles. Contact Meritor Axle Applications Engineering for details.

<sup>2</sup> Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

## Brake Components

Cam P	3/Unl/P
Cam P <sup>3</sup>	2/100/P
Cam Cast Plus™	2/100/P&L
Q+ Drum Brake™	3/Unl/P&L
Q+ Drum Brake™ <sup>2</sup>	2/100/P&L
ASA	3/Unl/P
ASA <sup>2</sup>	2/100/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake	2/100/P&L

<sup>1</sup> Based on stamped wear diameter max.

<sup>2</sup> Applies to City Bus, Trolley, Shuttle Bus and Airport Shuttle only.

<sup>3</sup> Warranty for all non-Meritor ASAs supplied by Meritor for all Heavy Service vocations is 1/100/P.

## Transfer Cases – 1/Unl/P

MTC-4208	MTC-4213	T-2119
MTC-4210	T-2111	

## Rear Drive Tandem – 3/Unl/P&L

RT-40-160/P/A<sup>3</sup>  
RT-46-160/P/A<sup>1,3</sup>  
RT-46-164EH/P/A<sup>2,3</sup>  
RT-50-160/P/A<sup>3</sup>

<sup>1</sup> U.S. only. Canadian warranty = 1/Unl/P for combination vehicles only.

<sup>2</sup> Axle model designated will vary according to options and variations specified on these axles. Contact Meritor Axle Applications Engineering for details.

<sup>3</sup> Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

## Meritor Tire Inflation System by PSI

MTIS Components	3/500/P&L
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## Trailer Air Suspension Systems

MTA (Trailing Arm)	
Major Structural Components <sup>1</sup>	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings <sup>1</sup>	5/Unl/P, 3/Unl/L

<sup>1</sup> Raw wood applications 3/Unl/P, 1/Unl/L

(For axle and ABS coverage, refer to appropriate product warranties.)

## Center Non-drive Axles – 2/Unl/P&L

MC26000
71063
79063

## Trailer Axles

Beam and Brackets <sup>1</sup>	5/Unl/P, 1/Unl/L
Wheel End Systems <sup>2</sup>	
Standard System <sup>3</sup>	1/Unl/P&L

<sup>1</sup> 9000 Series is 3/Unl/P, 1/Unl/L.

<sup>2</sup> Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

<sup>3</sup> When installed by Meritor.

(For brake components and ABS coverage, refer to appropriate product warranties.)



# OFF-HIGHWAY SERVICE WARRANTY INFORMATION

## Industrial And Off-Highway Service Vehicles

■ Load-On/Load-Off	■ Yard Jockey	■ Specialized Mining	■ Rail Car Mover
■ Port Tractor	■ All-Terrain Crane	■ Excavator	■ Loader
■ Rail Yard Spotter	■ Rough Terrain Crane	■ Compactor	■ Tow Tractor
■ Roll-On/Roll-Off	■ Forestry	■ Fertilizer Spreader	■ Pushback Tractor
■ Stevedoring Tractor	■ Material Handling	■ Snow Blower	
■ Trailer Spotter	■ Specialized Heavy Haul	■ Mining	

## Industrial And Off-Highway Service Typically Is

- Low mileage operation
- Low speed vehicle speed restriction
- Vehicles are **not** typically licensed for highway use
- Six (6) starts/stops per mile (typical)

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

## Drive Steer Axles – 1/Unl/P

MOR                      MOX                      MOC

## Front Non-Drive Steer Axles – 1/Unl/P

FF - 941	MFS-12-143A-N	MFS-18-135A-N
FF - 943	MFS-12-144A-N	MFS-18-193A-N
FF - 961	MFS-13-143A-N	MFS-20-133A-N
FF - 966	MFS-13-144A-N	MFS-20-135A-N
FG - 941	MFS-14-143A-N	MFS-20H-193A-N
FG - 943	MFS-16-122A-N	MFS-22H-135A-N
FL - 941	MFS-16-143A-N	MFS-22H-193A-N
FL - 943	MFS-18-133A-N	MON-ZO FAMILY

## Planetary Axles – 1/Unl/P

MOR                      MOX                      MOC                      MOT

## Rear Drive Single Axles – 1/Unl/P

RS-23-186	RS-24-160-SP	RS-30-185
RS-23-380	MS-30-616	RS-30-380
RS-24-160	MS-30-616-SP	MS-35-380

## Drivelines – 1/Unl/P

RPL                      MXL

## Rear Drive Tandem Axles – 2/Unl/P

MT-44-14X/P	MT-58-616	RT-44-145/P	RT-50-160/P
MT-52-616	MT-58-616-SP	RT-46-160/P	RZ-166
MT-52-616-SP	MT-70-380	RT-46-164EH/P	

## Brake Components

Cam P	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
ASA	3/Unl/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P



# TERMS AND CONDITIONS

## Coverage Exclusions

### Product Description

#### All

The cost of any repairs, replacements or adjustments to a covered component (1) associated with noise; (2) resulting from the use or installation of non-genuine Meritor components or materials; (3) due to vibration associated with improper operation or misapplication of drivetrain components; and (4) damage resulting from corrosion.

For axle assemblies supplied by Meritor with suspension and interface brackets designed and/or attached by non-Meritor parties, Meritor warranty coverage does not apply to the brackets, bracket attachment methods, and field issues caused by brackets or bracket attachments to any covered component unless specified in a separate OEM agreement.

#### Front Axles

King Pin Bushings.

#### Rear Axles

Self-contained traction equalizers and oil filters. The use of NoSPIN differentials will result in the exclusion of axle shafts from warranty considerations. NoSPIN is a product of Eaton.

#### ASA

Boot and bushing. Bent, broken, over-torqued, missing or otherwise damaged pawl assemblies.

#### Cam Brake

Brake lining wear and brake shoe “rust-jacking.”

#### Disc Brake

Pad wear, rotor wear.

## Coverage Limitations

### Product Description

#### All

Any claim beyond 60 days from date of repair will not be accepted or honored under this warranty program. Products purchased on an incomplete vehicle (glider) are limited to one year, unlimited miles parts only (1/Unl/P).

#### Front Axles

Tie rod and tie rod ends limited to 3-year/300,000-mile or published vocational coverage, whichever is less. Wheel seals, gaskets and wheel bearings are covered for 1 year/unlimited miles if the wheel end equipment is supplied and assembled by Meritor.

#### Rear Axles

Pinion and through shaft seals limited to 3-year/300,000-mile or published vocational coverage, whichever is less, if yoke is installed by Meritor. If yoke is not installed by Meritor, then Meritor does not warrant pinion seals. Wheel seals, gaskets and wheel bearings are covered for 1 year/unlimited miles if the wheel end equipment is supplied and assembled by Meritor.

#### Rear Axles

The Meritor® breather part number A-2297-C-8765 with A-3196-J-1336 hose must be used for eligibility of any potential warranty consideration relating to contamination and/or loss of lube in axles.

#### Cam Brake

Limited to bracket, brake spider and camshaft structural integrity.

#### STEELite X30

Wearable life is up to the discard diameter of the drum.

#### Disc Brake

Warranty coverage for boots, seals, bushings and pins is 2/200/P. Warranty coverage for pads is 1/100/P.

Warranty coverage on vehicles with 1,850 lb-ft engine torque and over may be reduced on individual drivetrain components. Contact your Meritor representative for specific details.

# TERMS AND CONDITIONS

## (1) What is Covered by this Commercial Warranty?

Meritor Inc. warrants to the owner ("Owner") that the components listed in this publication, which have been installed by an Original Equipment Manufacturer ("OEM") as original equipment in vehicles licensed for on-highway use, will be free from defects in material and workmanship. This warranty coverage begins only after the expiration of the OEM's vehicle warranty for the applicable covered components. Warranty coverage ends at the expiration of the applicable time period from the date of vehicle purchase by the first Owner, or, the applicable mileage limitation, whichever occurs first. Duration of coverage varies by component and vocation as detailed elsewhere in this warranty statement.

Some components are warranted for parts only and the Owner must pay any labor costs associated with the repair or replacement of the component. Other components are warranted for both parts and reasonable labor to repair or replace the subject component. Components (whether new, used or remanufactured) installed as replacements under this warranty are warranted only for the remainder of the original period of time or mileage under the original warranty.

For certain components, coverage requires the use of specific extended drain interval or synthetic lubricants. For further information about lubrication and maintenance, see Meritor publication Maintenance Manual Number I and the applicable Meritor maintenance manual for the product in question. Other conditions and limitations applicable to this warranty are detailed below.

## (2) Designation of Vocational Use Required.

To obtain warranty coverage, each Owner must notify Meritor through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the Meritor components have been incorporated prior to the vehicle in-service date. This notification may be accomplished by registering the vehicle through your OEM new truck and/or trailer dealer or with Meritor directly. Failure to notify Meritor of (I) the intended vocational use of the vehicle or (II) a change in vocational use from that which was originally designated, will result in the application of a one year, unlimited mileage, parts only warranty (1/Unl/P) from the initial in-service date.

A second Owner and each subsequent Owner must also notify Meritor as to the intended vocational use of the vehicle. This notification can be sent directly to Meritor or through the OEM new truck and/or trailer dealer. The duration and mileage coverage of this warranty cannot exceed the coverage extended to the first Owner after his or her initial designation of vocational use.

Coverage under Meritor's warranty requires that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

## (3) What is the Cost of this Warranty?

There is no charge to the Owner for this warranty.

## (4) What is not Covered by this Warranty?

This warranty does not cover normal wear and tear; nor does it cover a component that fails, malfunctions or is damaged as a result of (I) improper installation, adjustment, repair or modification (including the use of unauthorized attachments or changes or modification in the vehicle's configuration, usage, or vocation from that which was originally approved by Meritor), (II) accident, natural disaster, abuse, or improper use (including loading beyond the specified maximum vehicle weight or altering engine power settings to exceed the axle and/or driveline capacity), or (III) improper or insufficient maintenance (including deviation from approved lubricants, change intervals, or lube levels). This warranty does not cover any component or part that is not sold by Meritor. For vehicles that operate full or part time outside of the United States and Canada, a one year, unlimited mileage, parts only warranty (1/Unl/P) will apply.

## (5) Remedy.

The exclusive remedy under this warranty shall be the repair or replacement of the defective component at Meritor's option. Meritor reserves the right to require that all applicable failed materials are available and/or returned to Meritor for review and evaluation.

## (6) Disclaimer of Warranty.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESSED, IMPLIED OR STATUTORY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

## (7) Limitation of Remedies.

In no event shall Meritor be liable for special, incidental, indirect, or consequential damages of any kind or under any legal theory, including, but not limited to, towing, downtime, lost productivity, cargo damage, taxes, or any other losses or costs resulting from a defective covered component.

## (8) To Obtain Service.

If the Owner discovers within the applicable coverage period a defect in material or workmanship, the Owner must promptly give notice to either Meritor or the dealer from which the vehicle was purchased. To obtain service, the vehicle must be taken to any participating OEM new truck and/or trailer dealer or authorized Meritor service location. The dealer will inspect the vehicle and contact Meritor for an evaluation of the claim. When authorized by Meritor, the dealer will repair or replace during the term of this warranty any defective Meritor component covered by this warranty.

## (9) Entire Agreement.

This is the entire agreement between Meritor and the Owner about warranty and no Meritor employee or dealer is authorized to make any additional warranty on behalf of Meritor. This agreement allocates the responsibilities for component failure between Meritor and the Owner.

Vehicle models, brands and names depicted herein are the property of their respective owners, and are not in any way associated with Meritor, Inc., or its affiliates.



Meritor Heavy Vehicle Systems, LLC  
2135 West Maple Road  
Troy, Michigan 48084 USA

For more information:  
call Ontrac at 866-668-7221  
or visit [meritor.com](http://meritor.com)

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# BULLETIN



**TO: All Dealer Service Representatives**

**From: Kevin Hanegraaf**

**DATE: January 4, 2010**

**RE: UPF Tank Warranty Policy – Truck in Accident**

**Service Topic #292**

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To keep the UPF tank warranty valid on trucks that have been involved in a vehicular accident, it is UPF's policy that the customer must remove the tank from the truck and send it back to one of UPF's facilities for inspection. In the event that this does not take place, the warranty will be considered null and void.

The customer must remove and send the tank back to UPF for inspection in order to maintain the original warranty coverage, at which time it will be:

- *Filled with water*
- *Visually inspected*
- *Ultraviolet spark tested on articulating test stand in the dark*
- *Recommendation for repairs if necessary provided by UPF*
- *Fully evaluated and repaired by UPF*

If your customer chooses to leave the tank on the truck and wants a technician to inspect and/or repair the tank in the field, then **the warranty is no longer in effect.** This direction is upheld by UPF because the technician cannot inspect the entire tank when it is still installed on the truck.

**Note:** This memo is intended to relay the information Pierce has received on UPF's tank warranty for trucks that are in a vehicular accident. In the event of an actual claim, we direct you to consult with UPF's service Manager Maura Watts (800-638-8265 x253)







## **GOLDEN STATE**

FIRE APPARATUS

**PROPOSAL PREPARED FOR**  
**Contra Costa County Fire District**  
Pierce Manufacturing, Inc.  
105' Velocity Ladder Truck  
HGAC FS12-17, Product Code TA06  
November 2, 2017

**SALES CONSULTANT**  
**Ryan Wright**  
**Golden State Fire Apparatus, Inc.**  
7400 Reese Road  
Sacramento, CA 95828  
916.330.1638 Office  
916.613.3809 Cell  
[ryan@goldenstatefire.com](mailto:ryan@goldenstatefire.com)

**PARTS, SERVICE & SUPPORT**  
**Golden State Emergency Vehicle Service, Inc.**  
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[parts@goldenstatefire.com](mailto:parts@goldenstatefire.com)



## FIRE APPARATUS

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



### PROPOSAL PREPARED FOR:

**Contra Costa County Fire District**  
2010 Geary Road  
Pleasant Hill, CA 94523

Submitted Date:	November 2, 2017
Proposal Number:	91102-17A
Expiration Date:	January 31, 2018
Sales Consultant:	Ryan Wright

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the CONTRA COSTA COUNTY FIRE DISTRICT, hereinafter called "Customer" and an officer of Golden State Fire Apparatus, Inc., hereinafter called "GSFA", the following fire apparatus and equipment, hereinafter called "Product":

1	Description	QTY	Unit Price
A	One (1) Pierce Manufacturing, Inc. 105' Velocity Ladder Truck	1	1,150,624.00
B	Discount for HGAC contract FS12-17, Product Code TA06	1	(64,874.00)
C	Discount For 100% Pre-Payment at Time of Order	1	(44,737.00)
SUBTOTAL			1,041,013.00
State Sales Tax @ 8.75%			91,088.64
GRAND TOTAL			1,132,101.64



### PROPOSAL SUMMARY

This proposal includes the following items in accordance with the specifications hereto attached:

- Fire apparatus and equipment
- 100% performance bond
- Factory final inspection trip
- Factory midpoint inspection trip
- Pre-delivery inspection/services by GSFA
- Delivery to GSFA service center in Sacramento
- Final delivery from service center to Customer
- Demonstration and familiarization of the Product
- California Tire Fee

### PRODUCT COMPLETION

Product shall be built in accordance with the specifications hereto attached, delays due to acts of God, strikes, war, or intentional conflict, failures to obtain chassis, materials, unusual weather conditions or other causes beyond GSFA's control not preventing, within approximately **395 CALENDAR DAYS** after receipt of this order and the acceptance thereof at our Sacramento, California office. Within thirty (30) calendar days after receipt of this order and acceptance thereof, GSFA shall submit to Customer a production schedule including tentative pre-construction conference, final inspection and final delivery dates.

### DELIVERY LOCATION

Product shall be shipped in accordance with the specifications hereto attached and be delivered to you at **CONCORD, CALIFORNIA**. Proof of insurance must be demonstrated by the Customer to GSFA prior to transferring of the Product(s).

## TERMS AND CONDITIONS

**1. Payment Terms, 100% Pre-Payment at Time of Order** – If applicable, Customer shall pay the Grand Total within fifteen (15) calendar days of date on invoice to GSFA. Proposed delivery timeframe for the Product shall not begin until full payment is received. If payment is late, a daily finance charge of \$250.00 may be added to the final invoice until such payment is received. If payment is not made, \$44,737.00 plus state sales tax shall be added to the final invoice and due GSFA at time of delivery. Due to insurance liability, the Product(s) will not be left at the Customer's location without full acceptance and payment or prior written agreement between the Customer and GSFA.

**2. Multiple Unit Purchase** – If applicable, for any multiple unit purchase the Grand Total pricing is only valid if the quantity of Products being proposed are purchased at the same time, on the same Purchase Order (PO) or signed contract.

**3. State Sales Tax** – A sale occurs when the Customer takes title to or possession of an item (not when payment is received by GSFA). Consequently, this proposal is subject to the applicable state sales tax rate in effect when the Product is delivered to the Customer per the delivery terms. Customer is responsible for payment of any additional taxes required, likewise Customer is entitled to a refund if the tax rate is lowered!

**4. Purchase Orders** – If the Customer elects to issue a Purchase Order (PO) it shall be made out to: Golden State Fire Apparatus, Inc. – 7400 Reese Road – Sacramento, CA 95828.

**5. Proposal Expiration** – Unless accepted by the expiration date above, GSFA reserves the right to withdraw this proposal.

**6. Cancellation/Termination** – In the event this proposal is accepted and a signed Purchase Order (PO) or signed contract is issued and then cancelled or terminated by Customer before completion, GSFA may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by GSFA; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 50% of the Purchase Price upon any material requisition. The cancellation fee shall increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. GSFA endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, the Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by GSFA upon sale of the Product to another purchaser, plus any costs incurred by GSFA to conduct any such sale.

**7. Stock / Demo Units** – If applicable, all stock/demo units are available for sale on an as is, first come and first served basis. The first Customer to issue a signed Purchase Order (PO) or signed contract shall obtain the Product!

**8. Proposal Acceptance Statement** – To ensure the above stated terms and conditions of this proposal and the specifications hereto attached are understood and adhered to, GSFA requires an authorized individual from the Customer to sign and date this proposal and include it with any Purchase Order (PO). Upon signing of this proposal, the stated terms and conditions of this proposal and the specifications hereto attached shall be considered binding and accepted by the Customer. No additional terms or conditions shall be binding upon GSFA unless agreed to in writing and signed by a duly authorized officer of GSFA. The terms and acceptance of this proposal shall be governed by the laws of the State of California.

Thank you for allowing Golden State Fire Apparatus, Inc. the opportunity to provide this proposal. If you have any questions regarding the options presented or need additional options please contact me.

Sincerely,



Ryan Wright  
Golden State Fire Apparatus, Inc.

I, \_\_\_\_\_, the authorized representative of CONTRA COSTA COUNTY FIRE DISTRICT, agree to purchase the proposed Product(s) and agree to the terms and conditions of this proposal and the specifications hereto attached.

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

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

Golden State Fire Apparatus Inc. is pleased to submit a proposal to Contra Costa County Fire District for a **Pierce®105' Heavy Duty Aerial Ladder** per your request for quotation. The following paragraphs will describe in detail the apparatus, construction methods, and equipment proposed. This proposal will indicate size, type, model and make of components parts and equipment, providing proof of compliance with each and every item (except where noted) in the departments advertised specifications.

PIERCE MANUFACTURING was founded in 1913. Since then we have been building bodies with one philosophy, "BUILD THE FINEST". Our skilled craftsmen take pride in their work, which is reflected, in the final product. We have been building fire apparatus since the early "forties" giving Pierce Manufacturing over 60 years of experience in the fire apparatus market. Pierce Manufacturing has built and put into service more than 51,000 apparatus, including more than 27,000 on Pierce custom chassis designed and built specifically for fire and emergency applications. Our Appleton, Wisconsin facility has over 757,000 total square feet of floor space situated on approximately 97 acres of land. Our Bradenton, Florida facility has 300,000 square feet of floor space situated on approximately 38 acres of land.

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

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

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

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

### **GENERAL DESIGN AND CONSTRUCTION**

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

### **QUALITY AND WORKMANSHIP**

Pierce has set the pace for quality and workmanship in the fire apparatus field. Our tradition of building the highest quality units with craftsmen second to none has been the rule right from the beginning and

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

we demonstrate that ongoing commitment by: Ensuring all steel welding follows American Welding Society D1.1-2004 recommendations for structural steel welding. All aluminum welding follows American Welding society and ANSI D1.2-2003 requirements for structural welding of aluminum. All sheet metal welding follows American welding Society B2.1-2000 requirements for structural welding of sheet metal. Our flux core arc welding uses alloy rods, type 7000 and is performed to American Welding Society standards A5.20-E70T1. Furthermore, all employees classified as welders are tested and certified to meet the American welding Society codes upon hire and every three (3) years thereafter. Pierce also employs and American Welding Society certified welding inspector in plant during working hours to monitor weld quality.

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

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

To demonstrate the quality of our products and services, a list of at least fifteen (15) fire departments/municipalities that have purchased vehicles for a second time is provided.

### **DELIVERY**

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

The specifications herein contained will form a part of the final contract and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications. Any increased costs incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above.

Unless accepted within 30 days from date, the right is reserved to withdraw this proposition.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **MANUAL AND SERVICE INFORMATION**

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

### **SAFETY VIDEO**

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

### **PERFORMANCE TESTS**

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

### **SERVICE AND WARRANTY SUPPORT**

Pierce dealership support will be provided by Golden State Emergency Vehicle Service Inc. by operating a Pierce authorized service center. The service center will have factory-trained mechanics on staff versed in Pierce fire apparatus. The service facility will be located within seventy five (75) miles of the fire department.

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

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

As a Pierce customer you have the ability to view the complete bill of materials for your specific apparatus, including assembly drawings, piece part drawings, and beneficial parts notations. You will also have the ability to search the complete Pierce item master through a parts search function which offers all Pierce SKU's and descriptions offered on all Pierce apparatus. Published component catalogs,

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

which include proprietary systems along with an extensive operators manual library is available for easy reference.

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

### **COMMERCIAL GENERAL LIABILITY INSURANCE**

Certification of insurance coverage will be enclosed.

Your apparatus will be manufactured in Appleton, Wisconsin.

### **SINGLE SOURCE MANUFACTURER**

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

### **NFPA 2016 STANDARDS**

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

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

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

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



# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

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

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

### **NFPA COMPLIANCY**

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

### **VEHICLE INSPECTION PROGRAM CERTIFICATION**

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

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

### **INSPECTION CERTIFICATE**

A third party inspection certificate for the aerial device will be furnished upon delivery of the aerial device. The certificate will be Underwriters Laboratories Inc. Type 1 and will indicate that the aerial device has been inspected on the production line and after final assembly.

Visual structural inspections will be performed on all welds on both aluminum and steel ladders.

On critical weld areas, or on any suspected defective area, the following tests will be conducted:

- Magnetic particle inspection will be conducted on steel aerials to assure the integrity of the weldments and to detect any flaws or weaknesses. Magnets will be placed on each side of the weld while iron powder is placed on the weld itself. The powder will detect any crack that may exist. This test will conform to ASTM E709 and be performed prior to assembly of the aerial device.
- A liquid penetrant test will be conducted on aluminum aerials to assure the integrity of the weldments and to detect any flaws or weaknesses. This test will conform to ASTM E165 and be performed prior to assembly of the aerial device.
- Ultrasonic inspection will be conducted on all aerials to detect any flaws in pins, bolts and other critical mounting components.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

In addition to the tests above, functional tests, load tests, and stability tests will be performed on all aerials. These tests will determine any unusual deflection, noise, vibration, or instability characteristics of the unit.

### **GENERATOR TEST**

If the unit has a generator, the generator will be tested, approved, and certified by Underwriters Laboratories at the manufacturer's expense. The test results will be provided to the Fire Department at the time of delivery.

### **INSPECTION TRIP(S)**

The bidder will provide two (2) factory inspection trip(s) for five (5) CCCFPD customer representative(s). The inspection trip(s) will be scheduled at times mutually agreed upon between the manufacturer's representative and the customer. All costs such as travel, lodging and meals will be the responsibility of the bidder.

### **PRODUCT CHANGES AND IMPROVEMENTS**

Our components and processes, as described in this proposal document, are as accurate as known at the time of bid submission, but are subject to change for the purpose of product or process improvements, or changes in industry standards providing the change does not affect the meaning or definition of the bid specifications.

### **PERFORMANCE BOND, 1 YEAR**

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

Bidder and Bidder's surety agree that the Bond issued hereunder, whether expressly stated or not, also includes the surety's guarantee of the vehicle manufacturer's Basic One (1) Year Limited Warranty period included within this proposal. Owner agrees that the penal amount of this bond will be simultaneously amended to 25 percent of the total contract amount upon satisfactory acceptance and delivery of the vehicle(s) included herein. Notwithstanding anything contained within this contract to the contrary, the surety's liability for any warranties of any type will not exceed one (1) year from the date of such satisfactory acceptance and delivery, or the actual Basic One (1) Year Limited Warranty period, whichever is shorter.

### **APPROVAL DRAWING**

A drawing of the proposed apparatus will be prepared and provided to the purchaser for approval before construction begins. The Pierce sales representative will also be provided with a copy of the same

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

drawing. The finalized and approved drawing will become part of the contract documents. This drawing will indicate the chassis make and model, location of the lights, siren, horns, compartments, major components, etc.

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

### **COMPARTMENT LAYOUT DRAWING**

A sales drawing will be provided as if the rear body compartment doors are open. This drawing will be provided for graphic representation only and will include such things as shelves, trays, reels, dividers, air control panels, air bottle storage bins, poly boxes, etc.

### **VELOCITY CHASSIS**

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

### **MAXIMUM OVERALL HEIGHT**

The maximum overall height of the apparatus will be 11'-8.00" (140.00") .

### **WHEELBASE**

The wheelbase of the vehicle will be 248.50" .

### **GVW RATING**

The gross vehicle weight rating will be 70,800 lbs.

### **FRAME**

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

### **FRAME REINFORCEMENT**

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

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

The frame liner will be mounted inside of the chassis frame rail and extend the full length of the frame.

### **FRONT NON DRIVE AXLE**

The Oshkosh TAK-4® front axle will be of the independent suspension design with a ground rating of 22,800 lb.

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

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

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

There will be nine (9) grease fittings supplied, one (1) on each control arm pivot and one (1) on the steering gear extension.

The upper control arm will be shorter than the lower arm so that wheel end geometry provides positive camber when deflected below rated load and negative camber above rated load.

Camber at load will be 0 degrees for optimum tire life.

The ball joint bearing will be of low friction design and be maintenance free.

Toe links that are adjustable for alignment of the wheel to the center of the chassis will be provided.

The wheel ends will have little to no bump steer when the chassis encounters a hole or obstacle.

The steering linkage will provide proper steering angles for the inside and outside wheel, based on the vehicle wheelbase.

The axle will have a third party certified turning angle of 45 degrees. Front discharge, front suction, or aluminum wheels will not infringe on this cramp angle.

### **FRONT SUSPENSION**

Front Oshkosh TAK-4™ independent suspension will be provided with a minimum ground rating of 22,800 lb.

The independent suspension system will be designed to provide maximum ride comfort. The design will allow the vehicle to travel at highway speeds over improved road surfaces and at moderate speeds over rough terrain with minimal transfer of road shock and vibration to the vehicle's crew compartment.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

Each wheel will have torsion bar type spring. In addition, each front wheel end will also have energy absorbing jounce bumpers to prevent bottoming of the suspension.

The suspension design will be such that there is at least 10.00" of total wheel travel and a minimum of 3.75" before suspension bottoms.

The torsion bar anchor lock system allows for simple lean adjustments, without the use of shims. One can adjust for a lean within 15 minutes per side. Anchor adjustment design is such that it allows for ride height adjustment on each side.

The independent suspension was put through a durability test that simulated 140,000 miles of inner city driving.

### **FRONT SHOCK ABSORBERS**

KONI heavy-duty telescoping shock absorbers will be provided on the front suspension.

### **FRONT OIL SEALS**

Oil seals with viewing window will be provided on the front axle.

### **FRONT TIRES**

Front tires will be Goodyear® 425/65R22.50 radials, 20 ply G296 MSA tread, rated for 22,800 lb maximum axle load and 68 mph maximum speed.

The tires will be mounted on Alcoa 22.50" x 12.25" polished aluminum disc type wheels with a ten (10)stud, 11.25" bolt circle.

### **REAR AXLE**

The rear axle will be a Meritor™, Model RT-46-160, tandem axle assembly with a capacity of 48,000 lb.

An inter-axle differential, which divides torque evenly between axles, will be provided with an indicator light mounted on the cab instrument panel.

### **AXLE RATIO OF VEHICLE**

The rear axle will be geared for a top speed of 68 mph. The engine will be electronically limited to a top speed of 60 mph.

### **REAR SUSPENSION**

Rear suspension will be a Hendrickson Model FMX 482 EX, air ride with a ground rating of 48,000 lb. The suspension will have the following features:

- Outboard vertical mounted heavy-duty shock absorbers

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

- Utilizes track bars and torque rods to restrict lateral axle movement and maintain constant pinion angles
- Super heavy-duty transverse beam to help reduce axle stress while increasing roll stability or resistance to lean
- Low spring rate air springs for excellent ride quality
- Dual height control valves to maintain level vehicle from side to side

### **REAR OIL SEALS**

Oil seals will be provided on the rear axle(s).

### **REAR TIRES**

Rear tires will be eight (8) Goodyear 12R22.50 radials, load range H, Endurance RSA, highway tread, rated for 54,240 lb maximum axle load and 75 mph maximum speed.

The tires will be mounted on Alcoa© 22.50" x 8.25" polished aluminum disc wheels with a ten (10) stud 11.25" bolt circle.

### **TIRE BALANCE**

All tires will be balanced with Counteract balancing beads. The beads will be inserted into the tire and eliminate the need for wheel weights.

### **TIRE PRESSURE INDICATOR**

NFPA 1901, 2016 edition, section 4.13.4 requires each tire be equipped with a visual indicator or monitoring system that indicates tire pressure.

Per Fire Department specification, a tire pressure indicator is not on the apparatus as manufactured. This apparatus will be non-compliant to NFPA 1901 standards effective at time of contract execution.

### **FRONT HUB COVERS**

Stainless steel hub covers will be provided on the front axle. An oil level viewing window will be provided.

### **REAR HUB COVERS**

Stainless steel, high hat, hub covers will be provided on the rear axle hubs.

### **LUG NUT COVERS**

Stainless steel lug nut covers will be installed on all lug nuts.

### **MUD FLAPS**

Mud flaps with a Pierce logo will be installed behind the front and rear wheels.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **STABILIZER SYSTEM (REAR VALVE STEMS)**

A valve stem stabilizer system will be provided on the rear duals.

### **WHEEL CHOCKS**

There will be one (1) pair of Worden Safety Products, Model HWGY-SB, wheel chocks provided.

Heavy Duty, large molded aluminum wheel chock with solid bottom, yellow powder coat finish.

### **WHEEL CHOCK BRACKETS**

There shall be one (1) pair of Worden Safety model U815T mounting wheel chock brackets provided .  
The brackets shall be mounted under D6 per print.

### **ANTI-LOCK BRAKE SYSTEM**

The vehicle will be equipped with a Wabco 4S4M, anti-lock braking system. The ABS will provide a four (4) channel anti-lock braking control on both the front and rear wheels (rear tandem wheels). A digitally controlled system that utilizes microprocessor technology will control the anti-lock braking system. Each wheel will be monitored by the system. When any particular wheel begins to lockup, a signal will be sent to the control unit. This control unit then will reduce the braking of that wheel for a fraction of a second and then reapply the brake. This anti-lock brake system will eliminate the lockup of any wheel thus helping to prevent the apparatus from skidding out of control.

### **BRAKES**

The service brake system will be full air type.

The front brakes will be Knorr/Bendix disc type with a 17.00" ventilated rotor for improved stopping distance.

The brake system will be certified, third party inspected, for improved stopping distance.

The rear brakes will be Meritor™, Disc Plus, EX225 disc operated with automatic slack adjusters and a 17.00" ventilated rotor for improved stopping distance.

### **BRAKE SYSTEM AIR COMPRESSOR**

The air compressor will be a Cummins/WABCO with 18.7 cubic feet per minute output.

### **BRAKE SYSTEM**

The brake system will include:

- Bendix dual brake treadle valve
- Heated automatic moisture ejector on air dryer
- Total air system capacity of 6,653 cubic inches
- Two (2) air pressure gauges with a red warning light and an audible alarm, that activates when air pressure falls below 60 psi

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

- Spring set parking brake system
- Parking brake operated by a push-pull style control valve
- A parking "brake on" indicator light on instrument panel
- Park brake relay/inversion and anti-compounding valve, in conjunction with a double check valve system, will be provided with an automatic spring brake application at 40 psi
- A pressure protection valve will be provided to prevent all air operated accessories from drawing air from the air system when the system pressure drops below 80 psi (550 kPa).
- 1/4 turn drain valves on each air tank

The air tank will be primed and painted to meet a minimum 750 hour salt spray test.

To reduce the effects of corrosion, the air tank will be mounted with stainless steel brackets.

- Bendix AD-9 air dryer, with heater and coalescing filter

### **BRAKE LINES**

Color-coded nylon brake lines will be provided. The lines will be wrapped in a heat protective loom in the chassis areas that are subject to excessive heat.

### **AIR OUTLET**

One (1) air outlet will be installed with a female coupling located below D4 mounted on the forward side of the aux stabilizer pad holder. This system will tie into the "wet" tank of the brake system, include an 85 psi pressure protection valve in the outlet line to prevent the brake system from losing all air, and include a quarter turn shut off valve mounted at the tank. The valve and hoses will be mounted to the tank as high as possible to ensure maximum clearance and protect the lines from being damaged by brush and rocks during off-road operations.

### **AIR OUTLET**

Two (2) air outlets will be installed with a female coupling and shut off valve, located recessed in the driver side and passenger side lower step well of cab. This system will tie into the "wet" tank of the brake system and include an 85 psi pressure protection valve in the outlet line to prevent the brake system from losing all air.

A mating male fitting will be provided with the loose equipment.

### **ALL WHEEL LOCK-UP**

An additional all wheel lock-up system will be installed which applies air to the front brakes only. The standard spring brake control valve system will be used for the rear.



# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **AIR TANK MOUNTING**

Air tanks will be installed to maximize ground clearance. Smaller tanks may be required to allow for them to be mounted higher for increased ground clearance.

### **AIR TANK, ADDITIONAL**

An additional air tank with 1454 cubic inch displacement will be provided to increase the capacity of the main air brake system. This tank will be plumbed into the rear half of the brake system.

The air tank will be primed and painted to meet a minimum 750 hour spray test. To reduce the effects of corrosion, the air tank will be mounted with stainless steel brackets.

The output flow of the engine air compressor will vary with engine rpm. Full compressor output will only be achieved at governed engine speed. Engine speed will be limited by generators, pumps and other PTO driven options.

### **AIR LINE**

The air line from the air compressor governor to the air dryer will be stainless steel braid.

### **ENGINE**

The chassis will be powered by an electronically controlled engine as described below:

Make:	Cummins®
Model:	X15
Power:	600 hp at 1800 rpm
Torque:	1850 lb-ft at 1200 rpm
Governed Speed:	2100 rpm
Emissions Level:	EPA 2017
Fuel:	Diesel
Cylinders:	Six (6)
Displacement:	912 cubic inches (14.9L)
Starter:	Delco 39MT+™
Fuel Filters:	Frame mounted spin-on style primary filter with water separator and water-in-fuel sensor

The engine will include On-board diagnostics (OBD), which provides self diagnostic and reporting. The system will give the owner or repair technician access to state of health information for various vehicle sub systems. The system will monitor vehicle systems, engine and after treatment. The system will illuminate a malfunction indicator light on the dash console if a problem is detected.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **HIGH IDLE**

A high idle switch will be provided, inside the cab, on the instrument panel, that will automatically maintain a preset engine rpm. A switch will be installed, at the cab instrument panel, for activation/deactivation.

The high idle will be operational only when the parking brake is on and the truck transmission is in neutral. A green indicator light will be provided, adjacent to the switch. The light will illuminate when the above conditions are met. The light will be labeled "OK to Engage High Idle."

### **ENGINE BRAKE**

A Jacobs® engine brake is to be installed with the controls located on the instrument panel within easy reach of the driver.

The driver will be able to turn the engine brake system on/off and have a high, medium and low setting.

The engine brake will activate when the system is on and the throttle is released.

The high setting of the brake application will activate and work simultaneously with the variable geometry turbo (VGT) provided on the engine.

The engine brake will be installed in such a manner that when the engine brake is slowing the vehicle the brake lights are activated.

The ABS system will automatically disengage the auxiliary braking device, when required.

### **CLUTCH FAN**

A Horton® fan clutch will be provided. The fan clutch will be automatic when the pump transmission is in "Road" position, and fully engaged in "Pump" position.

### **ENGINE AIR INTAKE**

An air intake with an ember separator (to prevent road dirt, burning embers, and recirculating hot air from entering the engine) will be mounted at the front of the apparatus, on the passenger side of the engine. The ember separator will be mounted in the air intake with flame retardant, roto-molded polyethylene housing. It will be easily accessible by the hinged access panel at the front of the vehicle.

### **EXHAUST SYSTEM**

The exhaust system will include a Single Module™ aftertreatment device to meet current EPA standards. The exhaust system will be stainless steel from the turbo to the inlet of the aftertreatment device, and will be 5.00" in diameter. An insulation wrap will be provided on all exhaust pipes between the turbo and aftertreatment device to minimize the heat loss to the aftertreatment device. The exhaust will terminate horizontally ahead of the right side rear wheels. A tailpipe diffuser will be provided to

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

reduce the temperature of the exhaust as it exits. Heat deflector shields will be provided to isolate chassis and body components from the heat of the tailpipe diffuser.

### **EXHAUST MODIFICATION**

The exhaust pipe will be 90 degrees to the body.

The diffuser will be reduced to 5.00" in the center to accommodate the fire department's air recovery system. The 5.00" extension pipe coming out of the end of the diffuser will be flush with the body rub rail. There will be a minimum of 4.00" clearance between the top of the 5.00" extension and the bottom of the body.

There will be a minimum of 2.50" from the exhaust pipe to the under side of the body heat shield. The last 7.00" of the exhaust will be free of hangers and/or clamps.

### **EXHAUST MODIFICATION**

The exhaust pipe will be brought out from under the body at a 35 degree angle to the rear.

The diffuser will not be cut straight to the body, and the outer edge will be flush with the body rubrail. There will be a minimum of 2.50" from the exhaust pipe to the under side of the body heat shield. The last 7.00" of the exhaust will be free of hangers and/or clamps.

### **RADIATOR**

The radiator and the complete cooling system will meet or exceed NFPA and engine manufacturer cooling system standards.

For maximum corrosion resistance and cooling performance, the entire radiator core will be constructed using long life aluminum alloy. The core will be made of aluminum fins, having a serpentine design, brazed to aluminum tubes. The tubes will be brazed to aluminum headers. No solder joints or leaded material of any kind will be acceptable in the core assembly. The radiator core will have a minimum frontal area of 1434 square inches. Supply tank made of glass-reinforced nylon and a return tank of cast aluminum alloy shall be crimped on to the core assembly using header tabs and a compression gasket to complete the radiator core assembly. The radiator will be compatible with commercial antifreeze solutions.

There will be a full steel frame around the entire radiator core assembly. The radiator core assembly will be isolated within the steel frame by rubber inserts to enhance cooling system durability and reliability. The radiator will be mounted in such a manner as to prevent the development of leaks caused by twisting or straining when the apparatus operates over uneven ground. The radiator assembly will be isolated from the chassis frame rails with rubber isolators.

The radiator assembly will include an integral deaeration tank permanently mounted to the top of the radiator framework, with a readily accessible remote-mounted overflow tank. For visual coolant level

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

inspection, the radiator will have a built-in sight glass. The radiator will be equipped with a 15 psi pressure relief cap.

A drain port will be located at the lowest point of the cooling system and/or the bottom of the radiator to permit complete flushing of the coolant from the system.

A heavy-duty fan will draw in fresh, cool air through the radiator. Shields or baffles will be provided to prevent recirculation of hot air to the inlet side of the radiator.

### **COOLANT LINES**

Gates® silicone hoses will be used for all engine/heater coolant lines installed by the chassis manufacturer.

The chassis manufacturer will also use Gates brand hose on other heater, defroster and auxiliary coolant circuits. There will be some areas in which an appropriate Gates product is not available. In those instances, a comparable silicone hose from another manufacturer will be used.

Hose clamps will be stainless steel "constant torque type" to prevent coolant leakage. They will react to temperature changes in the cooling system and expand or contract accordingly while maintaining a constant clamping pressure on the hose.

### **FUEL TANK**

A 65 gallon fuel tank will be provided and mounted at rear of chassis. The tank will be constructed of 12-gauge, hot rolled steel. It will be equipped with swash partitions and a vent. To eliminate the effects of corrosion, the fuel tank will be mounted with stainless steel straps.

A .75" drain plug will be provided in a low point of the tank for drainage.

A fill inlet will be located on the left hand and right hand sides of the body and be covered with a hinged, spring loaded, stainless steel door that is marked "Ultra Low Sulfur - Diesel Fuel Only."

A .50" diameter vent will be provided running from top of tank to just below fuel fill inlets.

The tank will meet all FHWA 393.67 requirements including a fill capacity of 95 percent of tank volume.

Servicing the fuel tank pick-up tubes and fuel gauge sending unit will be capable of being accomplished by draining fuel and dropping tank.

All fuel lines will be provided as recommended by the engine manufacturer.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **DIESEL EXHAUST FLUID TANK**

A 4.5 gallon diesel exhaust fluid (DEF) tank will be provided and mounted in the driver's side body forward of the rear axle.

A 0.50" drain plug will be provided in a low point of the tank for drainage.

A fill inlet will be provided and marked "Diesel Exhaust Fluid Only". The fill inlet will be located below the air bottle storage behind a common door on the driver side of the vehicle.

The tank will meet the engine manufacturers requirement for 10 percent expansion space in the event of tank freezing.

The tank will include an integrated heater unit that utilizes engine coolant to thaw the DEF in the event of freezing.

### **AUXILIARY FUEL PUMP**

An auxiliary electric fuel pump will be added to the fuel line for re priming the engine. A switch to operate the pump will be located in the engine compartment, close to the fuel filters - add a half moon protective guard for this switch. The switch shall be properly labeled.

### **FUEL SHUTOFF**

A shutoff valve will be installed in the fuel line, at the fuel tank.

### **FUEL COOLER**

An air to fuel cooler will be installed in the engine fuel return line.

### **DEF GAUGE, ADDITIONAL**

An additional DEF gauge will be provided behind the door where the DEF fill neck is (customer wants to be able to view this gauge when filling the tank however the gauge is not to be visible from outside the vehicle) for monitoring the chassis DEF level. The gauge will be durable for both inside and outside element use.

### **LABEL, DEF DOOR**

A label, reading "DEF Fluid Only" will be provided next to the fill cap on the inside of the door.

### **FUEL DOOR LABEL**

two (2) fuel fill label(s), "Ultra Low Sulfur Diesel Fuel Only" will be provided on the inside of the fuel fill door.

### **FUEL SEPARATOR**

The engine will be equipped with a Racor in-line spin-on fuel and water separator in addition to the engine fuel filters.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **TRANSMISSION**

An Allison 5th generation, Model EVS 4500P, electronic, torque converting, automatic transmission will be provided.

The transmission will be equipped with prognostics to monitor oil life, filter life, and transmission health. A wrench icon on the shift selector's digital display will indicate when service is due.

Two (2) PTO openings will be located on left side and top of converter housing (positions 8 o'clock and 1 o'clock).

A transmission temperature gauge with red light and buzzer will be installed on the cab instrument panel.

### **TRANSMISSION SHIFTER**

A six (6)-speed push button shift module will be mounted to right of driver on console. Shift position indicator will be indirectly lit for after dark operation.

The transmission ratio will be 1st - 4.70 to 1.00, 2nd - 2.21 to 1.00, 3rd - 1.53 to 1.00, 4th - 1.00 to 1.00, 5th - 0.76 to 1.00, 6th - 0.67 to 1.00, R - 5.55 to 1.00.

### **TRANSMISSION COOLER**

A Modine plate and fin transmission oil cooler will be provided using engine coolant to control the transmission oil temperature.

### **DOWNSHIFT MODE (W/ENGINE BRAKE)**

The transmission will be provided with an aggressive downshift mode.

This will provide earlier transmission downshifts to 3rd gear from 6th gear, resulting in improved engine braking performance.

### **TRANSMISSION FLUID**

The transmission will be provided with TranSynd heavy duty synthetic transmission fluid.

### **DRIVELINE**

Drivelines will be a heavy-duty metal tube and be equipped with Spicer® 1810 universal joints.

The shafts will be dynamically balanced before installation.

A splined slip joint will be provided in each driveshaft. The slip joint will be coated with Glidecoat® or equivalent.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **STEERING**

Dual Sheppard, Model M110, steering gears, with integral heavy-duty power steering, will be provided. For reduced system temperatures, the power steering will incorporate an air to oil cooler and an Eaton, Model VN20, hydraulic pump with integral pressure and flow control. All power steering lines will have wire braded lines with crimped fittings.

A tilt and telescopic steering column will be provided to improve fit for a broader range of driver configurations.

### **STEERING WHEEL**

The steering wheel will be 18.00" in diameter, have tilting and telescoping capabilities, and a 4-spoke design.

### **LOGO AND CUSTOMER DESIGNATION ON DASH**

The dash panel will have an emblem containing the Pierce logo and customer name. The emblem will have three (3) rows of text for the customer's department name. There will be a maximum of eight (8) characters in the first row, 11 characters in the second row and 11 characters in the third row.

The first row of text will be: CONTRA

The second row of text will be: COSTA

The third row of text will be: FIRE-RESCUE

### **TAG/LABEL**

The following three (3) tags or labels will be provided near the fill port of the following: engine oil, transmission fluid, power steering on the chassis or cab. The tag/label will be configured and read fluid specification: type and weight of fluid.

### **BUMPER**

A one (1) piece bumper manufactured from .25" formed steel with a .38" bend radius will be provided. The bumper will be a minimum of 10.00" high with a 1.50" top and bottom flange. The bumper will be 95.28" wide with 45 degree corners. The bumper will be metal finished and painted job color. To provide adequate support strength, the bumper will be mounted directly to the front of the C channel frame. The frame will be a bolted modular extension frame constructed of 50,000 psi tensile steel.

### **GRAVEL PAN**

A gravel pan, constructed of bright aluminum treadplate, will be furnished between the bumper and the cab face. The pan will be properly supported from the underside to prevent flexing and vibration.

Documentation will be provided, upon request, to show that the options selected have been engineered for fit-up and approval for this modular bumper extension. A chart will be provided to indicate the

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

option locations and will include but not be limited to the following options: air horns, mechanical sirens, speakers, hose trays (with hose capacities), winches, lights, discharge and suction connections.

### **LIFT AND TOW MOUNTS**

Mounted to the frame extension will be lift and tow mounts. The lift and tow mounts will be designed and positioned to adapt to certain tow truck lift systems.

The lift and tow mounts with eyes will be painted the same color as the frame.

### **TOW HOOKS**

No tow hooks are to be provided. This truck will be equipped with a lift and tow package with integral tow eyes.

### **LICENSE PLATE (MOUNTING HOLES)**

Four (4) mounting holes will be provided passenger's side of the front bumper for the customer to mount a license plate.

### **RHINO COATING - FRONT BUMPER**

Protective black Rhino Linings® coating will be provided on the outside exterior of the top front bumper flange. It will not be sprayed on the underside of the flange.

The lining will be properly installed by an authorized Rhino Linings® dealer.

### **CAB**

The Velocity cab will be designed specifically for the low mount, rear mount aerial fire service and will be manufactured by the chassis builder.

To provide quality at the source and single source customer support, the cab will be built by the apparatus manufacturer in a facility located on the manufacturer's premises.

For reasons of structural integrity and enhanced occupant protection, the cab will be of heavy duty design, constructed to the following minimal standards.

The cab will have 12 main vertical structural members located in the A-pillar (front cab corner posts), B-pillar (side center posts), C-pillar (rear corner posts) and rear wall areas. The A-pillar will be constructed of 0.25" heavy wall extrusions joined by a solid A356-T6 aluminum joint casting. The B-pillar and C-pillar will also be constructed from 0.25" heavy wall extrusions. The rear wall will be constructed of two (2) 4.00" x 2.00" outer aluminum extrusions and two (2) 3.00" x 2.00" inner aluminum extrusions. All main vertical structural members will run from the floor to 7.50" x 3.50" x 0.125" thick roof extrusions to provide a cage-like structure with the A-pillar and roof extrusions being welded into a 0.75" thick corner casting at each of the front corners of the roof assembly.



# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

The front of the cab will be constructed of a 0.25" thick firewall, covered with a 0.125" front skin (for a total thickness of 0.38"), and reinforced with 24.50" wide x 10.00" deep x 0.50" thick supports on each side of the engine tunnel. The cross-cab support will be welded to the A-pillar, 0.25" firewall, and engine tunnel, on the left and right sides.

The cab floors will be constructed of 0.1875" thick aluminum plate and reinforced at the firewall with an additional 0.25" thick cross-floor support providing a total thickness of 0.44" of structural material at the front floor area. The front floor area will also be supported with three (3) 0.50" plates bolted together that also provides the mounting point for the cab lift. This tubing will run from the front of the cab to the 0.1875" thick engine tunnel, creating the structure to support the forces created when lifting the cab.

The cab will be a full-tilt style. A three (3)-point cab mount system with rubber isolators will improve ride quality by isolating chassis vibrations from the cab.

The crew cab will be a totally enclosed design with the interior area completely open to improve visibility and verbal communication between the occupants.

The forward cab section will have an overall height (from the cab roof to the ground) of approximately 102.00". The crew cab section will have a 10.00" raised roof, with an overall cab height of approximately 112.00". The raised portion will start at the most forward point of the B-pillar and continue rearward to the back of the cab. The overall height listed will be calculated based on a truck configuration with the lowest suspension weight ratings, the smallest diameter tires for the suspension, no water weight, no loose equipment weight, and no personnel weight. Larger tires, wheels, and suspension will increase the overall height listed.

The cab roof will be provided with a 58.00" wide notch that lowers the center section of the cab roof by 3.00". The deep notch will continue from the front of the cab and extend full length to the rear of the cab. The deep notch will accommodate a low mount aerial device, and provide lower overall vehicle height.

The cab will have an interior width of not less than 93.50". The driver and passenger seating positions will have a minimum 24.00" clear width at knee level.

To reduce injuries to occupants in the seated positions, proper head clearance will be provided. The floor-to-ceiling height inside the forward cab will be no less than 60.25". The floor-to-ceiling height inside the crew cab will be no less than 50.95" in the center position and 68.75" in the outboard positions.

The crew cab will measure a minimum of 57.50" from the rear wall to the backside of the engine tunnel (knee level) for optimal occupant legroom.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **INTERIOR CAB INSULATION**

The cab walls, ceiling and engine tunnel will be insulated in all strategic locations to maximize acoustic absorption and thermal insulation. The cab will be insulated with 2.00" insulation in the rear wall, 3.00" insulation in the side walls, and 1.50" insulation in the ceiling.

### **FENDER LINERS**

Full-circular, aluminum, inner fender liners in the wheel wells will be provided.

### **PANORAMIC WINDSHIELD**

A one (1) piece, safety glass windshield with more than 2,802 square inches of clear viewing area will be provided. The windshield will be full width and will provide the occupants with a panoramic view. The windshield will consist of three (3) layers: the outer light, the middle safety laminate, and the inner light. The 0.114" thick outer light layer will provide superior chip resistance. The middle safety laminate layer will prevent the windshield glass pieces from detaching in the event of breakage. The inner light will provide yet another chip resistant layer. The cab windshield will be bonded to the aluminum windshield frame using a urethane adhesive. A custom frit pattern will be applied on the outside perimeter of the windshield for a finished automotive appearance.

### **WINDSHIELD WIPERS**

Three (3) electric windshield wipers with a washer, in conformance with FMVSS and SAE requirements, will be provided. The wiper blades will be 21.65" long and together will clear a minimum of 1,783 square inches of the windshield for maximum visibility in inclement weather.

The windshield washer fluid reservoir will be located at the front of the vehicle and be accessible through the access hood for simple maintenance.

### **FAST SERVICE ACCESS FRONT TILT HOOD**

A full-width access hood will be provided for convenient access to engine coolant, steering fluid, wiper fluid, cab lift controls, headlight power modules, and ember separator. The hood will also provide complete access to the windshield wiper motor and components. The hood will be contoured to provide a sleek, automotive appearance. The hood will be constructed of two (2) fiberglass panels bonded together and will include reinforcing ribs for structural integrity. The hood will include air cylinders to hold the hood in open and closed positions, and a heavy duty latch system that will meet FMVSS 113 (Hood Latch System). The spring-loaded hood latch will be located at the center of the hood with a double-action release lever located behind the Pierce logo. The two (2)-step release requires the lever first be pulled to the driver side until the hood releases from the first latch (primary latch) then to the passenger side to fully release the hood (secondary latch).

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **ENGINE TUNNEL**

To provide structural strength, the engine tunnel sidewalls will be constructed of .50" aluminum plate that is welded to both the .25" firewall and .38" heavy wall extrusion under the crew cab floor. To maximize occupant space, the top edges will be tapered.

The engine tunnel will be insulated on both sides for thermal and acoustic absorption. The underside of the tunnel will be covered with 1.00" thick polyether foam that is reinforced with an aluminized face. Thermal rating for this insulation will be -40 degrees Fahrenheit to 300 degrees Fahrenheit. The insulation will keep noise (dBA) levels at or lower than the specifications in the current edition of the NFPA 1901 standards.

### **CAB REAR WALL EXTERIOR COVERING**

The exterior surface of the rear wall of the cab will be overlaid with bright aluminum treadplate except for areas that are not typically visible when the cab is lowered.

### **CAB LIFT**

A hydraulic cab lift system will be provided, consisting of an electric-powered hydraulic pump, fluid reservoir, dual lift cylinders, remote cab lift controls and all necessary hoses and valves. The hydraulic pump will have a backup manual override, for use in the event of an electrical failure.

The cab lift controls will be located at the driver side front of the cab, easily accessible under the full width front access hood. The controls will include a permanently mounted raise/lower switch. For enhanced visibility during cab tilt operations, a remote control tether with on/off switch will be supplied on a coiled cord that will extend from 2.00' (coiled) to 6.00' (extended).

The cab will be capable of tilting 42 degrees and 80 degrees with crane assist to accommodate engine maintenance and removal. The cab pivots will be located 46.00" apart to provide stability while tilting the cab.

The rear of the cab will be locked down by a two (2)-point, automatic, hydraulic, double hook mechanism that fully engages after the cab has been lowered (self-locking). The dual 2.25" diameter hydraulic cylinders will be equipped with a velocity fuse that protects the cab from accidentally descending when the cab is in the tilt position.

For increased safety, a redundant mechanical stay arm will be provided that must be manually put in place on the driver side between the chassis and cab frame when cab is in the raised position. This device will be manually stowed to its original position before the cab can be lowered.

### **Cab Lift Interlock**

The cab lift safety system will be interlocked to the parking brake. The cab tilt mechanism will be active only when the parking brake is set and the ignition switch is in the on position. If the parking brake is released, the cab tilt mechanism will be disabled.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **LOCKDOWN INDICATOR**

The "Do Not Move Truck" light and alarm will activate when the cab is not fully engaged into the lockdown latches.

### **CAB TILT CIRCUIT**

The cab tilt mechanism will be operational with the battery switch only and with parking brake set.

### **GRILLE**

A bright finished aluminum mesh grille screen, inserted behind a formed bright finished grille surround, will be provided on the front center of the cab, and will serve as an air intake to the radiator.

### **DOOR JAMB SCUFFPLATES**

All cab door jambs will be furnished with a brushed stainless steel scuffplate, mounted on the striker side of the jamb.

### **FRONT CAB TRIM**

A 10.00" band of 22 gauge brushed stainless steel trim will be installed across the front of the cab, from door hinge to door hinge. The trim band will be centered on the head lights and applied with two (2)-sided tape. A 0.625" self adhesive trim strip will be applied around the perimeter of the trim band.

There will be brushed stainless steel corner covers provided over the painted cab corner where the cab turn signals are located.

### **MIRRORS**

A Retrac Aerodynamic, Model 613295, dual vision, motorized, west coast style mirror with chrome finish will be mounted on each side of the front cab door with spring loaded retractable arms. The flat glass and convex glass will be adjustable with a remote control within reach of the driver.

### **CAB DOORS**

The forward cab and crew cab doors will be the half-height style door. To enhance entry and egress to the cab, the forward cab doors will be a minimum of 43.59" wide x 64.71" high. The crew cab doors will measure a minimum of 37.87" wide x 73.75" high.

The forward cab and crew cab doors will be constructed of extruded aluminum with a nominal material thickness of 0.125". The exterior door skins will be constructed from 0.090" aluminum.

The forward cab door windows will include a 7.50" high x 10.00" wide drop area at the front to enhance visibility.

A customized, vertical, pull-down type door handle will be provided on the exterior of each cab door. The exterior handle will be designed specifically for the fire service to prevent accidental activation, and will provide 4.00" wide x 2.00" deep hand clearance for ease of use with heavy gloved hands. Each

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

door will also be provided with an interior flush, open style paddle handle that will be readily operable from fore and aft positions, and be designed to prevent accidental activation. The interior handles will provide 4.00" wide x 1.25" deep hand clearance for ease of use with heavy gloved hands.

The cab doors will be provided with both interior (rotary knob) and exterior (keyed) locks exceeding FMVSS standards. The keys will be Model 751. The locks will be capable of activating when the doors are open or closed. The doors will remain locked if locks are activated when the doors are opened, then closed.

A full length, heavy duty, stainless steel, piano-type hinge with a 0.38" pin and 11 gauge leaf will be provided on all cab doors. There will be double automotive-type rubber seals around the perimeter of the door framing and door edges to ensure a weather-tight fit.

A chrome grab handle will be provided on the inside of each cab and crew cab door.

The cab steps at each cab door location will be located below the cab doors and will be exposed to the exterior of the cab.

### **CAB DOOR PANELS**

The inner cab door panels will be constructed out of brushed stainless steel. The cab door panels will be removable.

### **BLANK FACE PLATE**

Blank face plate/s will be provided, in place of standard storage pockets, within the overhead console.

### **ELECTRIC WINDOW CONTROLS**

Each cab entry door will be equipped with an electrically operated tempered glass window. A window control panel will be located on the door panel within easy reach of the respective occupant. Each switch will allow intermittent or auto down operation for ease of use. Auto down operation will be actuated by holding the window down switch for approximately 1 second. The driver control panel will contain a control switch for each cab door's window. All other door control panels will contain a single switch to operate the window within that door.

The window switches will be connected to the battery switch. The windows will only raise and lower when the battery switch is in the on position.

### **CAB STEPS**

The forward cab and crew cab access steps will be a full size two (2) step design to provide largest possible stepping surfaces for safe ingress and egress. The bottom steps will be designed with a grip pattern punched into bright aluminum treadplate material to provide support, slip resistance, and drainage. The bottom steps will be a bolt-in design to minimize repair costs should they need to be replaced. The forward cab steps will be a minimum 31.00" wide, and the crew cab steps will be 24.25"

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

wide with an 8.00" minimum depth. The inside cab steps will not exceed 18.00" in height and be limited to two (2) steps. A slip-resistant handrail will be provided adjacent to each cab door opening to assist during cab ingress and egress.

### **STEP LIGHTS**

For reduced overall maintenance costs compared to incandescent lighting, there will be four (4) white LED step lights provided. The lights will be installed at each cab and crew cab door, one (1) per step. The lights will be located in the driver side front doorstep, driver side crew cab doorstep, passenger side front doorstep and passenger side crew cab doorstep.

In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15.00" x 15.00" square placed 10.00" below the light and a minimum of 1.5 fc covering an entire 30.00" x 30.00" square at the same 10.00" distance below the light.

The lights will be activated when the adjacent door is opened.

### **FENDER CROWNS**

Stainless steel fender crowns will be installed at the cab wheel openings.

### **HANDRAILS (ADDITIONAL)**

There will be one (1) handrail(s) provided rear surface of the PS rear facing EMS compt. Handrail is 16" long, mounted 5.50" up off of defroster and on far outboard edge of compt. (SEE PHOTOS FOR DETAILS). The handrail will be an anodized aluminum extrusion with a ribbed design to provide a positive gripping surface.

### **Window Tint**

The rollup window in the left side crew cab door will be tinted privacy dark gray.

### **Window Tint**

The rollup window in the right side crew cab door will be tinted privacy dark gray.

### **FULL HEIGHT EXTERIOR STORAGE COMPARTMENTS**

Provided on each side of the cab, to the rear of the crew cab access doors, will be a full height storage compartment with external access. Each compartment will be open from the top to the bottom of the compartment. There will be no dividers.

The lower section will be approximately 10.71" wide x 16.50" high x 22.00" deep. The upper section will be approximately 10.71" wide x 54.00" high x 22.75" deep. The rear wall will accommodate the wireway.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

Each door will be a painted, reverse hinged double pan construction with a non-locking D-ring slam latch. The doors will include gas shock style positive door holders. There will be no vertical flange on the striker side of the compartment.

The compartment interior will be D/A finished.

There will be eight (8) white LED strip lights, one (1) each side of lower and upper exterior compartment door opening. The lights will be controlled by an automatic door switch.

### **DOOR FRAME SCUFFPLATE**

There will be two (2) scuffplate(s) provided for the compartments behind crew cab doors, 3 sided (top, forward vertical edge and bottom). Each scuffplate will be brushed stainless steel with a 0.38" lip down.

### **SCUFFPLATE**

A full-height brushed stainless steel scuffplate shall be installed on the inside of each of the extended cab compartment door pans.

### **CAB ROOF COVERING**

Horizontal cab roof surfaces, on each side of the aerial device, will be covered with bright aluminum treadplate. The aluminum treadplate will be bonded to the cab. Edges will be properly caulked to prevent water from leaking under the aluminum.

No front or side warning lights, or any other auxiliary options, will be mounted on top of the treadplate. The treadplate will extend and terminate next to all objects mounted on the roof.

### **CAB ROOF DRIP RAIL**

For enhanced protection from inclement weather, a drip rail will be furnished on the sides of the cab. The drip rail will be constructed of bright polished extruded aluminum, and be bonded to the sides of the cab. The drip rail will extend the full length of the cab roof.

### **DOOR STOP CHAINS**

Chains to be supplied to keep the crew cab compartment doors from hitting the crew cab doors when opened. Doors will be set to open to 90 degrees.

### **WORK SURFACE(S)**

There will be one (1) work surface(s) provided on the engine tunnel. The work surface(s) will be approximately 21.63" wide x 30.13" long (to match job 24837) and constructed of 0.19" aluminum to allow the mounting of equipment. The work surface(s) will be located to the left of the officer and to the rear of the defroster inlet (per job 29770). Each work surface will be painted to match the cab interior.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **CAB INTERIOR**

With safety as the primary objective, the wrap-around style cab instrument panel will be designed with unobstructed visibility to instrumentation. The dash layout will provide the driver with a quick reference to gauges that allows more time to focus on the road.

The center console will be a high impact ABS polymer and will be easily removable for access to the defroster. The center console will include louvers strategically located for optimal air flow and defrost capability to the windshield.

The passenger side dashboard will be constructed of painted aluminum for durability and low maintenance. For enhanced versatility, the passenger side dash will include a flat working surface.

To provide optional (service friendly) control panels, switches and storage modules, a painted aluminum overhead console will also be provided.

To complete the cab front interior design, painted aluminum modesty panels will be provided under the dash on both sides of the cab. The driver side modesty panel will provide mounting for the battery switch and diagnostic connectors, while the passenger side modesty panel provides a glove box, and ground access to the main electrical distribution panel via quick quarter turn fasteners.

To provide a deluxe automotive interior, the engine tunnel, side walls and rear wall will be covered by a leather grain vinyl that is resistant to oil, grease, and mildew.

The headliner will be installed in both forward and rear cab sections. The headliner panel will be a composition of an aluminum panel covered with a sound barrier and upholstery.

The cab structure will include designated raceways for electrical harness routing from the front of the cab to the rear upper portion of the cab. Raceways will be extruded in the forward door frame, floor, walls and overhead in the area where the walls meet the ceiling. The raceways located in the floor will be covered by aluminum extrusion, while the vertical and overhead raceways will be covered by painted aluminum covers. The raceways will improve harness integrity by providing a continuous harness path that eliminates wire chafing and abrasion associated with exposed wiring or routing through drilled metal holes. Harnesses will be laid in place.

### **CAB INTERIOR UPHOLSTERY**

The cab interior upholstery will be dark silver gray. All cab interior materials will meet FMVSS 302 (flammability of interior materials).

### **CAB INTERIOR PAINT**

A rich looking interior will be provided by painting all the metal surfaces inside the cab fire smoke gray, vinyl texture paint.



# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **CAB FLOOR**

The cab and crew cab floor areas will be covered with Polydamp™ acoustical floor mat consisting of a black pyramid rubber facing and closed cell foam decoupler.

The top surface of the material has a series of raised pyramid shapes evenly spaced, which offer a superior grip surface. Additionally, the material has a 0.25" thick closed cell foam (no water absorption) which offers a sound dampening material for reducing sound levels.

### **CAB DEFROSTER**

To provide maximum defrost and heating performance, a 54,961 BTU heater-defroster unit with 558 SCFM of air flow will be provided inside the cab. The defroster unit will be strategically located under the center forward portion of the instrument panel. For easy access, a removable metal cover will be installed over the defroster unit. The defroster will include an integral aluminum frame air filter, high performance dual scroll blowers, and ducts designed to provide maximum defrosting capabilities for the 1-piece windshield. The defroster ventilation will be built into the design of the cab dash instrument panel and will be easily removable for maintenance. The defroster will be capable of clearing 98 percent of the windshield and side glass when tested under conditions where the cab has been cold soaked at 0 degrees Fahrenheit for 10 hours, and a 2 ounce per square inch layer of frost/ice has been able to build up on the exterior windshield. The defroster system will meet or exceed SAE J382 requirements.

### **CAB/CREW CAB HEATER**

Two (2) 36,702 BTU auxiliary heaters with 276 SCFM (each unit) of air flow will be provided inside the crew cab, one (1) in each outboard rear facing seat riser. The heaters will include high performance dual scroll blowers, one (1) for each unit. Outlets for the heaters will be located below each rear facing seat riser and below the fronts of the driver and passenger seats, for efficient airflow. An extruded aluminum plenum will be incorporated in the cab structure that will transfer heat to the forward cab seating positions.

The heater/defroster and crew cab heaters will be controlled by an integral electronic control panel. The heater control panel will allow the driver to control heat flow to the front and rear independently. The control panel will include variable adjustment for temperature and fan control, and be conveniently located on the dash in clear view of the driver. The control panel will include highly visible, progressive LED indicators for both fan speed and temperature.

### **AIR CONDITIONING**

A high-performance, customized air conditioning system will be furnished inside the cab and crew cab. A 13.10 cubic inch compressor will be installed on the engine.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

A roof-mounted condenser with a 63,000 BTU output that meets and exceeds the performance specification will be installed on the cab roof. The condenser cover and mounting legs to be painted to match the cab roof.

The evaporator unit will be installed in the cab, located in the center of the cab ceiling over the engine tunnel. The evaporator will include two (2) high performance cores and plenums with multiple outlets, one (1) plenum directed to the front and one (1) plenum directed to the rear of the cab.

There will be a hinge on the forward edge of the filter cover and two (2) quarter turn fasteners with a knob on the rear edge to allow easy access.

The evaporator unit will have a 49,000 BTU rating that meets and exceeds the performance specifications.

Adjustable air outlets will be strategically located on the evaporator cover per the following:

- Four (4) will be directed towards the drivers location
- Four (4) will be directed towards the officers location
- Eight (8) will be directed towards crew cab area

The air conditioner refrigerant will be R-134A and will be installed by a certified technician.

The air conditioner will be controlled by dual zone integral electronic control panels for the heater, defroster and air conditioner. The cab control panel will be located in the center console. For ease of operation, the control panels will include variable adjustment for temperature and fan control.

### **INTERIOR CAB INSULATION**

The cab walls, ceiling, and engine tunnel will be insulated in all strategic locations to maximize acoustic absorption and thermal insulation. The cab will be insulated with 2.00" insulation in the rear wall, 3.00" insulation in the side walls, and 1.50" insulation in the ceiling. Headliners will be constructed from a 0.20" high density polyethylene corrugated material. Each headliner will be wrapped with a 0.25" thick foil faced poly damp low emissivity foam insulation barrier for acoustic and thermal control. For ease of installation and removal, all headliners will be held in place by a dual lock fastening system.

Designed for maximum sound absorption and thermal insulation, the rear cab wall will be insulated with 1.50" thick open cell acoustical foam. The thermal protection of the foam will provide an R-value of four (4) per 1.00" thickness.

### **SUN VISORS**

Two (2) smoked Lexan™ sun visors provided. The sun visors will be located above the windshield with one (1) mounted on each side of the cab.

There will be a black plastic thumb latch provided to help secure each sun visor in the stowed position.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **GRAB HANDLE**

A black rubber covered grab handle will be mounted on the door post of the driver side and passenger side cab door to assist in entering the cab. The grab handle will be securely mounted to the post area between the door and windshield.

### **ENGINE COMPARTMENT LIGHTS**

There will be one (1) Whelen®, Model 3SC0CDCR, 12 volt DC, 3.00" white LED light(s) with Model 3FLANGEC, chrome flange kit(s) installed under the cab to be used as engine compartment illumination.

These light(s) will be activated automatically when the cab is raised or when the dip stick door is opened.

### **ACCESS TO ENGINE DIPSTICKS**

For access to the engine oil and transmission fluid dipsticks, there will be a door on the engine tunnel, inside the crew cab. The door will be on the rear wall of the engine tunnel, on the vertical surface. The door will be 17.75" wide x 12.75" high and be flush with the wall of the engine tunnel.

The engine oil dipstick will allow for checking only. The transmission dipstick will allow for both checking and filling. An additional port will be provided for filling the engine oil.

The door will have a rubber seal for thermal and acoustic insulation. One (1) flush latch will be provided on the access door.

### **MAP BOX**

There will be one (1) map box(es) with three (3) bins, open at top. The map box(es) will be installed at final inspection. The map box(es) will be divided into three (3) bins, each being 12.50" wide x 3.00" high x 12.00" deep. Each bin will slant 30 degrees from horizontal. The map box(es) will be constructed of 0.125" aluminum and will be painted to match the cab interior.

### **VELCRO STRAP(S) FOR MAP BOX**

There will be one (1) Velcro® strap(s) installed on the map box .

### **SEATING CAPACITY**

The seating capacity in the cab will be four (4).

### **DRIVER SEAT**

A Pierce PS6® seat will be provided in the cab for the driver. The seat design will be a cam action type, with air suspension. For increased convenience, the seat will include electric controls to adjust the rake (15 degrees), height (1.12" travel) and horizontal (7.75" travel) position. Electric controls will be located below the forward part of the seat cushion. To provide flexibility for multiple driver configurations, the seat will have a reclining back, adjustable from 20 degrees back to 45 degrees

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

forward. The seat back will be a high back style with manual lumbar adjustment lever, for lower back support, and will include minimum 7.50" deep side bolster pads for maximum support. For optimal comfort, the seat will be provided with 17.00" deep dual density foam cushions designed with EVC (elastomeric vibration control).

The seat will be furnished with a 3-point, shoulder type seat belt. The seat belt will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.

### **OFFICER SEAT**

A Pierce PS6® seat will be provided in the cab for the officer. The seat will be a cam action type with air suspension. For increased convenience, the seat will include a manual control to adjust the horizontal position (6.00" travel). The manual horizontal control will be a towel-bar style located below the forward part of the seat cushion. To provide flexibility for multiple passenger configurations, the seat will have a reclining back adjustable from 20 degrees back to 0 degrees forward. The seat back will be a high back style with manual lumbar adjustment lever and will include minimum 7.50" deep side bolster pads for maximum support. For optimal comfort, the seat will be provided with 17.00" deep dual density foam cushions designed with EVC (elastomeric vibration control). To ensure safe operation, the seat will be equipped with seat belt sensors in the seat cushion and belt receptacle that will activate an alarm indicating a seat is occupied but not buckled.

The seat will be furnished with a 3-point, shoulder type seat belt. The seat belt will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.

### **REAR FACING DRIVER SIDE EMS COMPARTMENT**

A rear facing EMS compartment will be provided in the crew cab at the driver side outboard position. The compartment will be mounted 7.00" off the edge of the seat riser.

The compartment will be 21.00" inside dimension for the main storage area of the compartment x 36.00" high x 25.00" measuring front to back of the cab.

The compartment will provide access from outside the cab with a double pan lap style reverse hinge door having a minimum clear door opening of 19.50" wide x 27.50" high. The door will include a D-ring latch and will be located on the side of the cab over the wheelwell.

The compartment will be constructed of smooth aluminum, and painted to match the cab interior.

There will be two (2) white LED strip lights installed, one (1) each side of the compartment opening. The lights will be controlled by an automatic door switch.

### **REAR FACING PASSENGER SIDE EMS COMPARTMENT**

A rear facing EMS compartment will be provided in the crew cab at the passenger side outboard position. The compartment will be mounted 7.00" off the edge of the seat riser.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

The compartment will be 21.00" inside dimension for the main storage area of the compartment x 36.00" high x 25.00" measuring front to back of the cab.

The compartment will provide access from outside the cab with a double pan lap style reverse hinge door having a minimum clear door opening of 19.50" wide x 27.50" high. The door will include a D-ring latch and will be located on the side of the cab over the wheelwell.

The compartment will be constructed of smooth aluminum, and painted to match the cab interior.

There will be two (2) white LED strip lights installed, one (1) each side of the compartment opening. The lights will be controlled by an automatic door switch.

### **FORWARD FACING CENTER SEATS**

There will be two (2) forward facing, Pierce PS6® seats provided at the center position in the crew cab. The seat backs will be a high back style with 7.5 degree fixed recline angle, and will include minimum 7.50" deep side bolster pads for maximum support. For optimal comfort, the seats will be provided with 17.00" deep dual density foam cushions designed with EVC (elastomeric vibration control). To ensure safe operation, the seats will be equipped with seat belt sensors in the seat cushion and belt receptacle that will activate an alarm indicating a seat is occupied but not buckled.

The seats will be furnished with 3-point, shoulder type seat belts. The seat belts will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.

### **LIP ON CABINET**

There will be a 1.00" lip provided around the top perimeter of the EMS compartment. There will NOT be anything stored on the top portion without restraints.

There will be two (2) compartment(s) provided with the 1.00" lip one each on top of the DS and PS rear facing EMS compartments (per Job 29770).

### **SHELVING**

There will be two (2) shelves provided in the EMS compartment. Each shelf will be constructed of .090" aluminum with a 1.25" lip flanged down. Shelving will be infinitely adjustable by means of a threaded tightener sliding in a track.

The location will be one (1) in each rear facing EMS compartment.

### **CABINET TRIM**

The outer edges of the cabinet door opening will be covered with brushed stainless steel. The top, bottom, and sides will be included. There will be two (2) door opening(s) being trimmed D7 and P7.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **MATTING IN EMS COMPARTMENT**

Turtle Tile vinyl grating will be provided in two (2) EMS compartments, DS exterior access compartment (D8) and PS exterior access compartment (P8) on the interior floor. Tile color will be red.

The vinyl grating will be 0.50" thick and be cross bonded by 0.25" diameter ribbed sections spaced for aeration.

### **SEAT UPHOLSTERY**

All Pierce PS6 seat upholstery will be gray woven with black Imperial 1200 material.

### **FORWARD FACING SEAT RISER**

The forward facing seat risers in the crew cab will be 2.00" lower than standard.

### **SEAT BELTS**

All seating positions in the cab, crew cab and tiller cab (if applicable) will have red seat belts.

To provide quick, easy use for occupants wearing bunker gear, the female buckle and seat belt webbing length will meet or exceed the current edition of NFPA 1901 and CAN/ULC - S515 standards.

The 3-point shoulder type seat belts will also include the ReadyReach D-loop assembly to the shoulder belt system. The ReadyReach feature adds an extender arm to the D-loop location placing the D-loop in a closer, easier to reach location.

### **SHOULDER HARNESS HEIGHT ADJUSTMENT**

All seating positions furnished with 3-point shoulder type seat belts will include a height adjustment. This adjustment will optimize the belts effectiveness and comfort for the seated firefighter.

A total of four (4) seating positions will have the adjustable shoulder harness.

### **HELMET STORAGE PROVIDED BY FIRE DEPARTMENT**

NFPA 1901, 2016 edition, section 14.1.7.4.1 requires a location for helmet storage be provided.

There is no helmet storage on the apparatus as manufactured. The fire department will provide a location for storage of helmets.

### **CAB DOME LIGHTS**

There will be four (4) Weldon 808\* series, dual LED dome lights with grey bezels provided. Two (2) lights will be mounted above the inside shoulder of the driver and officer and two (2) lights will be installed and located, one (1) on each side of the crew cab.

The color of the LED's will be red and white .

The white LED's will be controlled by the door switches and the lens switch.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

The color LED's will be controlled by the lens switch.

### **OVERHEAD MAP LIGHTS**

There will be two (2) Peterson, Model M371S, rectangular LED adjustable map lights installed in the cab:

- One (1) overhead in front of the driving position.
- One (1) overhead in front of the passenger's position.

Each light will include a switch on the light housing.

The light switches will be connected directly to the battery switched power.

### **HAND HELD SPOTLIGHT**

There will be four (4) Koehler, Model 510318, hand held lights with orange bodies and 12 volt charger units mounted RUN WIRES ONLY 1. DS EMS inside lower rear corner 2. PS EMS inside lower rear corner 3. inside compartment D6 4. inside compartment P6 - all wires runs to be provided with 3' extra wire.

The chargers will be hard wired to the chassis battery system.

### **ADDITIONAL HAND HELD LIGHT**

There will be two (2) lights additional 12v Streamlight, Model #44451, Fire Vulcan LED light(s) will be provided and mounted One on cab riser of the DS below seatbase, lighthouse is to point towards the rear of the cab wall. One on cab riser of the PS below the seatbase, lighthouse is to point towards the rear of the cab wall. Each light will be provided with a 12 volt direct wire vehicle mounting rack.

Each light housing will be orange in color and be provided with a single C4 LED bulb and two (2) "ultra bright blue tail-light LEDs". The tail-light LEDs will have a dual mode of blinking or steady.

### **CAB INSTRUMENTATION**

The cab instrument panel will consist of gauges, an LCD display, telltale indicator lights, alarms, control switches, and a diagnostic panel. The function of instrument panel controls and switches will be identified by a label adjacent to each item. Actuation of the headlight switch will illuminate the labels in low light conditions. Telltale indicator lamps will not be illuminated unless necessary. The cab instruments and controls will be conveniently located within the forward cab section directly forward of the driver. Gauge and switch panels will be designed to be removable for ease of service and low cost of ownership.

### **GAUGES**

The gauge panel will include the following ten (10) ivory gauges with chrome bezels to monitor vehicle performance:

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

- Voltmeter gauge (Volts)

Low volts (11.8 VDC)

Amber indicator on gauge assembly with alarm

High volts (15 VDC)

Amber indicator on gauge assembly with alarm

Very low volts (11.3 VDC)

Amber indicator on gauge assembly with alarm

Very high volts (16 VDC)

Amber indicator on gauge assembly with alarm

- Tachometer (RPM)

- Speedometer (Primary (outside) MPH, Secondary (inside) Km/H)

- Fuel level gauge (Empty - Full in fractions)

Low fuel (1/8 full)

Amber indicator on gauge assembly with alarm

Very low fuel (1/32) fuel

Amber indicator on gauge assembly with alarm

- Engine oil pressure gauge (PSI)

Low oil pressure to activate engine warning lights and alarms

Red indicator on gauge assembly with alarm

- Front air pressure gauge (PSI)

Low air pressure to activate warning lights and alarm

Red indicator on gauge assembly with alarm

- Rear air pressure gauge (PSI)

Low air pressure to activate warning lights and alarm



# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

Red indicator on gauge assembly with alarm

- Transmission oil temperature gauge (Fahrenheit)

High transmission oil temperature activates warning lights and alarm

Amber indicator on gauge assembly with alarm

- Engine coolant temperature gauge (Fahrenheit)

High engine temperature activates an engine warning light and alarm

Red indicator on gauge assembly with alarm

- Diesel Exhaust Fluid Level Gauge (Empty - Full in fractions)

Low fluid (1/8 full)

Amber indicator on gauge assembly with alarm

All gauges and gauge indicators will perform prove out at initial power-up to ensure proper performance.

### **INDICATOR LAMPS**

To promote safety, the following telltale indicator lamps will be integral to the gauge assembly and are located above and below the center gauges. The indicator lamps will be "dead-front" design that is only visible when active. The colored indicator lights will have descriptive text or symbols.

The following amber telltale lamps will be present:

- Low coolant
- Trac cntl (traction control) (where applicable)
- Check engine
- Check trans (check transmission)
- Aux brake overheat (Auxiliary brake overheat)
- Air rest (air restriction)
- Caution (triangle symbol)
- Water in fuel

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

- DPF (engine diesel particulate filter regeneration)
- Trailer ABS (where applicable)
- Wait to start (where applicable)
- HET (engine high exhaust temperature) (where applicable)
- ABS (antilock brake system)
- MIL (engine emissions system malfunction indicator lamp) (where applicable)
- SRS (supplemental restraint system) fault (where applicable)
- DEF (low diesel exhaust fluid level)

The following red telltale lamps will be present:

- Warning (stop sign symbol)
- Seat belt
- Parking brake
- Stop engine
- Rack down

The following green telltale lamps will be provided:

- Left turn
- Right turn
- Battery on

The following blue telltale lamp will be provided:

- High beam

### **ALARMS**

Audible steady tone warning alarm: A steady audible tone alarm will be provided whenever a warning message is present.

Audible pulsing tone caution alarm: A pulsing audible tone alarm (chime/chirp) will be provided whenever a caution message is present without a warning message being present.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

Alarm silence: Any active audible alarm will be able to be silenced by holding the ignition switch at the top position for three (3) to five (5) seconds. For improved safety, silenced audible alarms will intermittently chirp every 30 seconds until the alarm condition no longer exists. The intermittent chirp will act as a reminder to the operator that a caution or warning condition still exists. Any new warning or caution condition will enable the steady or pulsing tones respectively.

### **INDICATOR LAMP AND ALARM PROVE-OUT**

Telltale indicators and alarms will perform prove-out at initial power-up to ensure proper performance.

### **CONTROL SWITCHES**

For ease of use, the following controls will be provided immediately adjacent to the cab instrument panel within easy reach of the driver.

Emergency master switch: A molded plastic push button switch with integral indicator lamp will be provided. Pressing the switch will activate emergency response lights and siren control. A green lamp on the switch provides indication that the emergency master mode is active. Pressing the switch again disables the emergency master mode.

Headlight / Parking light switch: A three (3)-position maintained rocker switch will be provided. The first switch position will deactivate all parking lights and the headlights. The second switch position will activate the parking lights. The third switch position will activate the headlights.

Panel backlighting intensity control switch: A three (3)-position momentary rocker switch will be provided. The first switch position decreases the panel backlighting intensity to a minimum level as the switch is held. The second switch position is the default position that does not affect the backlighting intensity. The third switch position increases the panel backlighting intensity to a maximum level as the switch is held.

The following standard controls will be integral to the gauge assembly and are located below the right hand gauges. All switches have backlit labels for low light applications.

High idle engagement switch: A two (2)-position momentary rocker switch with integral indicator lamp will be provided. The first switch position is the default switch position. The second switch position will activate and deactivate the high idle function when pressed and released. The "Ok To Engage High Idle" indicator lamp must be active for the high idle function to engage. A green indicator lamp integral to the high idle engagement switch will indicate when the high idle function is engaged.

"Ok To Engage High Idle" indicator lamp: A green indicator light will be provided next to the high idle activation switch to indicate that the interlocks have been met to allow high idle engagement.

The following standard controls will be provided adjacent to the cab gauge assembly within easy reach of the driver. All switches will have backlit labels for low light applications.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

Ignition switch: A three (3)-position maintained/momentary rocker switch will be provided. The first switch position will deactivate vehicle ignition. The second switch position will activate vehicle ignition. The third momentary position will disable the Command Zone audible alarm if held for three (3) to five (5) seconds. A green indicator lamp will be activated with vehicle ignition.

Engine start switch: A two (2)-position momentary rocker switch will be provided. The first switch position is the default switch position. The second switch position will activate the vehicle's engine. The switch actuator is designed to prevent accidental activation.

4-way hazard switch: A two (2)-position maintained rocker switch will be provided. The first switch position will deactivate the 4-way hazard switch function. The second switch position will activate the 4-way hazard function. The switch actuator will be red and includes the international 4-way hazard symbol.

Heater, defroster, and optional air conditioning control panel: A control panel with membrane switches will be provided to control heater/defroster temperature and heater, defroster, and air conditioning fan speeds. A green LED status bar will indicate the relative temperature and fan speed settings.

Turn signal arm: A self-canceling turn signal with high beam headlight and windshield wiper/washer controls will be provided. The windshield wiper control will have high, low, and intermittent modes.

Parking brake control: An air actuated push/pull park brake control valve will be provided.

Chassis horn control: Activation of the chassis horn control will be provided through the center of the steering wheel.

### **CUSTOM SWITCH PANELS**

The design of cab instrumentation will allow for emergency lighting and other switches to be placed within easy reach of the operator thus improving safety. There will be positions for up to four (4) switch panels in the overhead console on the driver's side, up to four (4) switch panels in the engine tunnel console facing the driver, up to four (4) switch panels in the overhead console on the officer's side and up to two (2) switch panels in the engine tunnel console facing the officer. All switches will have backlit labels for low light applications.

### **DIAGNOSTIC PANEL**

A diagnostic panel will be accessible while standing on the ground and located inside the driver's side door left of the steering column. The diagnostic panel will allow diagnostic tools such as computers to connect to various vehicle systems for improved troubleshooting providing a lower cost of ownership. Diagnostic switches will allow ABS systems to provide blink codes should a problem exist.

The diagnostic panel will include the following:

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

- Engine diagnostic port
- Transmission diagnostic port
- ABS diagnostic port
- SRS diagnostic port (where applicable)
- Command Zone USB diagnostic port
- ABS diagnostic switch (blink codes flashed on ABS telltale indicator)
- Diesel particulate filter regeneration switch (where applicable)
- Diesel particulate filter regeneration inhibit switch (where applicable)

### **CAB LCD DISPLAY**

A digital four (4)-row by 20-character dot matrix display will be integral to the gauge panel. The display will be capable of showing simple graphical images as well as text. The display will be split into three (3) sections. Each section will have a dedicated function. The upper left section will display the outside ambient temperature.

The upper right section will display, along with other configuration specific information:

- Odometer
- Trip mileage
- PTO hours
- Fuel consumption
- Engine hours

The bottom section will display INFO, CAUTION, and WARNING messages. Text messages will automatically activate to describe the cause of an audible caution or warning alarm. The LCD will be capable of displaying multiple text messages should more than one caution or warning condition exist.

### **AIR RESTRICTION INDICATOR**

A high air restriction warning indicator light LCD message with amber warning indicator and audible alarm shall be provided.

- Red indicator light on the cab dash that indicates whenever the cab locks are not fully engaged.

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

- Officer Speedometer, A Class I digital display speedometer will be provided per the instrument panel layout.

### **"DO NOT MOVE APPARATUS" INDICATOR**

There will be a Whelen, Model VTX609R, red LED indicator light with chrome trim located in the driving compartment. This light will be illuminated automatically per the current NFPA requirements. The light will be labeled "Do Not Move Apparatus If Light Is On."

The same circuit that activates the Do Not Move Apparatus indicator will activate a pulsing alarm when the parking brake is released.

### **DO NOT MOVE TRUCK MESSAGES**

Messages will be displayed on the Command Zone™, color display located within sight of the driver whenever the Do Not Move Truck light is active. The messages will designate the item or items not in the stowed for vehicle travel position (parking brake disengaged).

The following messages will be displayed (where applicable):

- Do Not Move Truck
- DS Cab Door Open (Driver Side Cab Door Open)
- PS Cab Door Open (Passenger's Side Cab Door Open)
- DS Crew Cab Door Open (Driver Side Crew Cab Door Open)
- PS Crew Cab Door Open (Passenger's Side Crew Cab Door Open)
- DS Body Door Open (Driver Side Body Door Open)
- PS Body Door Open (Passenger's Side Body Door Open)
- Rear Body Door Open
- DS Ladder Rack Down (Driver Side Ladder Rack Down)
- PS Ladder Rack Down (Passenger Side Ladder Rack Down)
- Deck Gun Not Stowed
- Lt Tower Not Stowed (Light Tower Not Stowed)
- Fold Tank Not Stowed (Fold-A-Tank Not Stowed)
- Aerial Not Stowed (Aerial Device Not Stowed)
- Stabilizer Not Stowed
- Steps Not Stowed
- Handrail Not Stowed

Any other device that is opened, extended, or deployed that creates a hazard or is likely to cause major damage to the apparatus if the apparatus is moved will be displayed as a caution message after the parking brake is disengaged.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **SWITCH PANELS**

The emergency light switch panel will have a master switch for ease of use plus individual switches for selective control. Each switch panel will contain eight (8) membrane-type switches each rated for one million (1,000,000) cycles. Panels containing less than eight (8) switch assignments will include non-functioning black appliques. Documentation will be provided by the manufacturer indicating the rated cycle life of the switches. The switch panel(s) will be located in the overhead position above the windshield on the driver side overhead to allow for easy access.

Additional switch panel(s) will be located in the overhead position(s) above the windshield or in designated locations on the lower instrument panel layout.

The switches will be membrane-type and also act as an integral indicator light. For quick, visual indication the entire surface of the switch will be illuminated white whenever back lighting is activated and illuminated green whenever the switch is active. An active illuminated switch will flash when interlock requirements are not met or device is actively being load managed. For ease of use, a two (2)-ply, scratch resistant laser engraved Gravoply label indicating the use of each switch will be placed in the center of the switch. The label will allow light to pass through the letters for ease of use in low light conditions.

### **WIPER CONTROL**

For simple operation and easy reach, the windshield wiper control will be an integral part of the directional light lever located on the steering column. The wiper control will include high and low wiper speed settings, a one (1)-speed intermittent wiper control and windshield washer switch. The control will have a "return to park" provision, which allows the wipers to return to the stored position when the wipers are not in use.

### **HOURLMETER - AERIAL DEVICE**

An hourmeter for the aerial device will be provided and located within the cab display or instrument panel.

### **AERIAL MASTER**

There will be a master switch for the aerial operating electrical system provided.

### **AERIAL PTO SWITCH**

A PTO switch for the aerial with indicator light will be provided.

### **14 GAUGE SPARE WIRE**

There will be a pair of 14 gauge wires, one (1) with black insulation and one (1) with white insulation, included in a separate loom installed in the apparatus.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

These wires will be routed from overhead above the officer and terminate behind switch panel #4. Please leave 2' of extra wire overhead for ease of hookup and extended to the 20 amp Blue Sea fuse box (option 629279).

These wires will not be connected to any power source and will not be connected to the vehicle electrical system.

### **14 GAUGE SPARE WIRE**

There will be a pair of 14 gauge wires, one (1) with black insulation and one (1) with white insulation, included in a separate loom installed in the apparatus.

These wires will be routed from overhead above the officer and terminate behind switch panel #4. Please leave 2' of extra wire overhead for ease of hookup and extended to the 40 amp Blue Sea fuse box (option 699928).

These wires will not be connected to any power source and will not be connected to the vehicle electrical system.

### **SPARE CIRCUIT #1**

There will be two (2) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power.
- The negative wire will be connected to ground.
- Wires will be protected to 15 amps at 12 volts DC.
- Power and ground will terminate RUN WIRES ONLY one (1) EACH in D7 and P7 (aux compts) Locate these in the rear upper inside corner, in the way back of upper area. In P7 this'll be upper left hand corner. D7 upper right corner.
- Termination will be with water resistant male and female plugs.
- Wires will be sized to 125% of the protection.

This circuit(s) may be load managed when the parking brake is set.

### **SPARE CIRCUIT #2**

There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power.
- The negative wire will be connected to ground.
- Wires will be protected to 10 amps at 12 volts DC.



# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

- Power and ground will terminate in the cab, one (1) to left of officer and aft of VDR plug per 28760 01-09.
- Termination will be a Blue Sea Systems part number 1045 dual USB charger socket.
- Wires will be sized to 125% of the protection.

This circuit(s) may be load managed when the parking brake is applied.

### **SPARE CIRCUIT #3**

There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power.
- The negative wire will be connected to ground.
- Wires will be protected to 40 amps at 12 volts DC.
- Power and ground will terminate back of officer side rear facing EMS cabinet as directed at construction review.
- Termination will be to a Blue Sea System, Model 5025, 6 circuit with negative bus bar. The terminal block will include a cover with circuit labels.
- Wires will be sized to 125% of the protection.

This circuit(s) may be load managed when the parking brake is set.

### **SPARE CIRCUIT #4**

There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery switched power.
- The negative wire will be connected to ground.
- Wires will be protected to 20 amps at 12 volts DC.
- Power and ground will terminate back of officer side rear facing EMS cabinet as directed at construction review.
- Termination will be to a Blue Sea System, Model 5025, 6 circuit with negative bus bar. The terminal block will include a cover with circuit labels.
- Wires will be sized to 125% of the protection.

This circuit(s) may be load managed when the parking brake is set.

### **SPARE CIRCUIT #5**

There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus.

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

The above wires will have the following features:

- The positive wire will be connected directly to the battery power.
- The negative wire will be connected to ground.
- Wires will be protected to 15 amps at 12 volts DC.
- Power and ground will terminate forward wall of D6 below breaker box. Leave 2' of extra wire and label 'TIC CHARGER'.
- Termination will be with heat shrinkable butt splicing.
- Wires will be sized to 125% of the protection.

This circuit(s) may be load managed when the parking brake is set.

### **SPARE CIRCUIT #6**

There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery saver
- The negative wire will be connected to ground
- Wires will be protected to 20 amps at 12 volts DC
- Power and ground will terminate in the recess area in front of the officer (on the left vertical wall through a grommet)
- Termination will be with heat shrinkable butt splicing
- Wires will be sized to 125% of the protection

This circuit(s) may be load managed when the parking brake is set.

### **SPARE CIRCUIT #7**

There will be eight (8) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power.
- The negative wire will be connected to ground.
- Wires will be protected to 15 amps at 12 volts DC.
- Power and ground will terminate (1) DS RF ems right inside lower corner, (1) PS RF ems left inside lower, (1) D1 right inside upper, (1) D2 left inside upper, (1) D4 left inside low, (1) D6 left inside below fl ext, (1) P1 back wall left upper corner, (1) P2 right inside wall upper corn.
- Termination will be with 15 amp, power point plug with rubber cover.
- Wires will be sized to 125 percent of the protection.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

This circuit(s) may be load managed when the parking brake is set.

### **SPARE CIRCUIT #8**

There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery switched power.
- The negative wire will be connected to ground.
- Wires will be protected to 10 amps at 12 volts DC.
- Power and ground will terminate underneath the forward facing crew cab seatbase. Label wire "DRUG BOX".
- Termination will be with heat shrinkable butt splicing.
- Wires will be sized to 125% of the protection.

This circuit(s) may be load managed when the parking brake is applied.

### **SPARE CIRCUIT #9**

There will be two (2) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power.
- The negative wire will be connected to ground.
- Wires will be protected to 15 amps at 12 volts DC.
- Power and ground will terminate in the cab on the end of the instrument console (see instrument panel drawing for specific locations) and one on the PS ems cabinet, above the dual USB(645619).
- Termination will be with 15 amp, power point plug with rubber cover.
- Wires will be sized to 125% of the protection.

This circuit(s) may be load managed when the parking brake is set.

### **DUAL USB SOCKET**

There will be two (2) Blue Sea, Model 1016, dual USB type A charger sockets installed one (1) below the edge in front of the officer to the left of their knee. SEE PHOTO 5996 in 29764 job efolder. and one (1) on the PS rear facing compartment, inboard side of cabinet, on the outside of cabinet, rear upper corner, below power point plug. . The socket will be powered directly to the battery power .

### **DUAL USB SOCKET**

There will be one (1) Kussmaul, 091-219, dual USB type A charger sockets installed one (1) at the end of the instrument console per 28760 01-09 (SEE PHOTO). Power will be directly to the battery power .

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **RECESS, DASH PANEL**

The dash panel across from the officer will be recessed to accommodate the mounting of miscellaneous items. The recess will be 8.25" down x 7.81" back and 20.88" wide.

### **WIRING & SPEAKERS FOR AM/FM RADIO**

The cab will be pre-wired for an AM/FM radio to be installed after delivery.

The wiring will be routed to overhead of officer and behind switch panel #6. ALL SPEAKER WIRES AND ANTENNA IS TO BE DROPPED OFF HERE, NO EXCEPTIONS.

The quantity and location of the speakers will be one (1) pair of 5.25" speakers in the cab and one (1) pair of 5.25" speakers in the crew cab.

The type and location of the antenna will be a roof-mounted rubber antenna located in an open space, on the cab roof.

### **MOUNTING BRACKET FOR PUSH BUTTON CONTROLS**

There will be a mounting bracket provided within easy reach of the officer next to the defrost air intake for the mounting of push button controls. The mounting bracket will be large enough to mount (3) three buttons (air horn, mechanical siren, siren brake) controls vertically, one in front of the other. The bracket will be fabricated from smooth aluminum and will be painted to match the cab interior.

### **INFORMATION CENTER**

An information center employing a 7.00" diagonal touch screen color LCD display will be encased in an ABS plastic housing.

The information center will have the following specifications:

- Operate in temperatures from -40 to 185 degrees Fahrenheit
- An Optical Gel will be placed between the LCD and protective lens
- Five weather resistant user interface switches
- Grey with black accents
- Sunlight Readable
- Linux operating system
- Minimum of 1000nits rated display
- Display can be changed to an available foreign language
- A LCD display integral to the cab gauge panel will be included as outlined in the cab instrumentation area.
- Programmed to read US Customary

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **GENERAL SCREEN DESIGN**

Where possible, background colors will be used to provide "At a Glance" vehicle information. If information provided on a screen is within acceptable limits, a green background will be used.

If a caution or warning situation arises the following will occur:

- An amber background/text color will indicate a caution condition
- A red background/text color will indicate a warning condition
- The information center will utilize an "Alert Center" to display text messages for audible alarm tones. The text messages will be written to identify the item(s) causing the audible alarm to sound. If more than one (1) text message occurs, the messages will cycle every second until the problem(s) have been resolved. The background color for the "Alert Center" will change to indicate the severity of the "warning" message. If a warning and a caution condition occur simultaneously, the red background color will be shown for all alert center messages.
- A label for each button will exist. The label will indicate the function for each active button for each screen. Buttons that are not utilized on specific screens will have a button label with no text or symbol.

### **HOME/TRANSIT SCREEN**

This screen will display the following:

- Vehicle Mitigation (if equipped)
- Water Level (if equipped)
- Foam Level (if equipped)
- Seat Belt Monitoring Screen
- Tire Pressure Monitoring (if equipped)
- Digital Speedometer
- Active Alarms

### **ON SCENE SCREEN**

This screen will display the following and will be auto activated with pump engaged (if equipped):

- Battery Voltage
- Fuel
- Oil Pressure
- Coolant Temperature
- RPM
- Water Level (if equipped)
- Foam Level (if equipped)
- Foam Concentration (if equipped)

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

- Water Flow Rate (if equipped)
- Water Used (if equipped)
- Active Alarms

### **VIRTUAL BUTTONS**

There will be four (4) virtual switch panel screens that match the overhead and lower lighting and HVAC switch panels.

### **PAGE SCREEN**

The page screen will display the following and allow the user to progress into other screens for further functionality:

- Diagnostics
  - Faults
    - Listed by order of occurrence
    - Allows to sort by system
  - Interlock
    - Throttle Interlocks
    - Pump Interlocks (if equipped)
    - Aerial Interlocks (if equipped)
    - PTO Interlocks (if equipped)
  - Load Manager
    - A list of items to be load managed will be provided. The list will provide a description of the load.
    - The lower the priority numbers the earlier the device will be shed should a low voltage condition occur.
    - The screen will indicate if a load has been shed (disabled) or not shed.
    - "At a glance" color features are utilized on this screen.
  - Systems
    - Command Zone
      - Module type and ID number
      - Module Version
      - Input or output number
      - Circuit number connected to that input or output
      - Status of the input or output
      - Power and Constant Current module diagnostic information
    - Foam (if equipped)
    - Pressure Controller (if equipped)
    - Generator Frequency (if equipped)

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

- Live Data
    - General Truck Data
- Maintenance
  - Engine oil and filter
  - Transmission oil and filter
  - Pump oil (if equipped)
  - Foam (if equipped)
  - Aerial (if equipped)
- Setup
  - Clock Setup
  - Date & Time
    - 12 or 24 hour format
    - Set time and date
  - Backlight
    - Daytime
    - Night time
    - Sensitivity
  - Unit Selection
  - Home Screen
  - Virtual Button Setup
  - On Scene Screen Setup
  - Configure Video Mode
    - Set Video Contrast
    - Set Video Color
    - Set Video Tint
- Do Not Move
  - The screen will indicate the approximate location and type of item that is open or is not stowed for travel. The actual status of the following devices will be indicate
    - Driver Side Cab Door
    - Passenger's Side Cab Door
    - Driver Side Crew Cab Door
    - Passenger's Side Crew Cab Door
    - Driver Side Body Doors
    - Passenger's Side Body Doors
    - Rear Body Door(s)
    - Ladder Rack (if applicable)
    - Deck Gun (if applicable)
    - Light Tower (if applicable)
    - Hatch Door (if applicable)

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

- Stabilizers (if applicable)
  - Steps (if applicable)
- Notifications
  - View Active Alarms
    - Shows a list of all active alarms including date and time of the occurrence is shown with each alarm
    - Silence Alarms - All alarms are silenced
- Timer Screen
- HVAC (if equipped)
- Tire Information (if equipped)
- Ascendant Set Up Confirmation (if equipped)

Button functions and button labels may change with each screen.

### **VEHICLE DATA RECORDER**

There will be a vehicle data recorder (VDR) capable of reading and storing vehicle information provided.

The information stored on the VDR can be downloaded through a USB port mounted in a convenient location determined by cab model. A USB cable can be used to connect the VDR to a laptop to retrieve required information. The program to download the information from the VDR will be available to download on-line.

The vehicle data recorder will be capable of recording the following data via hardwired and/or CAN inputs:

- Vehicle Speed - MPH
- Acceleration - MPH/sec
- Deceleration - MPH/sec
- Engine Speed - RPM
- Engine Throttle Position - % of Full Throttle
- ABS Event - On/Off
- Seat Occupied Status - Yes/No by Position
- Seat Belt Buckled Status - Yes/No by Position
- Master Optical Warning Device Switch - On/Off
- Time - 24 Hour Time
- Date - Year/Month/Day



# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **Seat Belt Monitoring System**

A seat belt monitoring system (SBMS) will be provided on the Command Zone™ color display. The SBMS will be capable of monitoring up to 10 seating positions indicating the status of each seat position per the following:

- Seat Occupied & Buckled = Green LED indicator illuminated
- Seat Occupied & Unbuckled = Red LED indicator with audible alarm
- No Occupant & Buckled = Red LED indicator with audible alarm
- No Occupant & Unbuckled = No indicator and no alarm

The seat belt monitoring screen will become active on the Command Zone color display when:

- The home screen is active:
  - and there is any occupant seated but not buckled or any belt buckled with an occupant.
  - and there are no other Do Not Move Apparatus conditions present. As soon as all Do Not Move Apparatus conditions are cleared, the SBMS will be activated.

The SBMS will include an audible alarm that will warn that an unbuckled occupant condition exists and the parking brake is released, or the transmission is not in park.

### **INTERCOM SYSTEM**

There will be digital, dual radio interface, intercom located [Location 1] in the cab. The front panel will have master volume, and squelch controls with illuminated indicators, allowing for independent level setting of radio and auxiliary audio devices.

There will be two (2) radio listen only / transmit controls, allowing for simulcast interoperability with select, monitor, receive, and transmit indicators. There will be two (2) auxiliary audio inputs with select, and receive indicators.

There will be one (1) wireless base station for up to five (1-5) headset users provided in the cab. Wired headset jacks will be provided for the driver, officer and two (2) crew positions, located at both forward facing seats. The driver and officer will have remote transmit buttons located per 28750 01-03.

The wireless base station will have a 100' to 1100' range, line of sight. Objects between the transmitter and receiver affect range.

The following Firecom components will be provided:

- One (1) 5200D Intercom
- One (1) WB505R wireless base station (1-5 wireless positions)
- Two (2) DM-1 Remote transmit buttons
- Four (4) HM-10 Interior headset jacks

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

- All necessary power and station cabling

### **RADIO INTERFACE CABLE**

One (1) Fire Com MR52X, part #110-5136-30 radio/intercom interface cable will be provided and installed.

### **HEADSETS**

Five (5) Fire Com model FH-54 push-on/push-off intercom with listen-only headsets will be provided.

### **WIRELESS CONVERTIBLE, RADIO TRANSMIT ONLY HEADSET**

There will be four (4) Firecom™, Model FHW-507, wireless convertible style, radio transmit headset(s) provided. A heavy duty, coiled 12 volt charging pigtail with plug will be provided to be determined at construction review.

Each headset will feature:

- Noise cancelling electric microphone
- Flexible microphone boom
- Ear seals with 20 dB noise reduction
- Radio Push To Transmit button (Left or Right Side)
- Wireless Bluetooth technology
- Rechargeable battery operates for 24 hours on a full charge
- IP-65 when worn

### **INTERCOM SYSTEM REMOTE HEAD**

A Firecom, Model 5200DRH remote intercom head will be provided and mounted overhead of the officer in switch panel #5.

### **HEADSET HANGERS**

There will be four (4) headset hanger(s) installed driver's seat, officer's seat, driver's side outboard forward facing seat and passenger's side outboard forward facing seat. The hanger(s) will meet NFPA 1901, Section 14.1.11, requirement for equipment mounting.

### **REMOTE DASH MOUNT RADIO PTT BUTTON**

There will be two (2) Fire-Com, DM-1, dash mounted radio Push-To-Talk button(s) provided for the DS inbetween park brake and command zone screen. PS in 4-button-bracket, in the bottom position. The PTT's should be removed from the firecom box when installed. positions.

### **TWO WAY RADIO SPEAKER INSTALLATION**

There will be two (2) customer supplied two way radio speakers sent to the apparatus manufacturers preferred third party installer to be installed For the cab two way radio speaker to be forward of drop down headliner on Captain's side (area marked with blue tape by Precision). The 2nd speaker will be

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

mounted at the turntable console on the area. The customer would like it on the bracket forward of the console that holds the aerial 2 way intercom, it should be inboard of that speaker (where the switched junction box is on the photo that is attached). The outside speaker will be sent by the customer tomorrow to Precision it will be an amplified, weatherproof external speaker..

Specific shipping requirements will be followed.

### **RADIO ANTENNA MOUNT**

There will be two (2) standard antenna-mounting base(s), Model MATM, with 17 feet of coax cable and weatherproof cap provided for a two (2)-way radio installation. The standard mount will be located on the cab roof, just to the rear of the officer seat and the additional mount(s) will be located all antenna cables are to run down the PS of cab and terminate behind the officer's seat. The cable(s) will be routed see diagram for details on spacing of antenna stubs on cab roof .

### **GPS MULTIBAND ANTENNA**

There will be one (1) PCTel, Model GPSHPDLTEMIMO-SF, stud mount, low profile, multi-band antenna installed on the cab roof.

The antenna will feature:

- Two (2) 4G LTE elements for 698-960MHz and 1710-2700MHz with 17.00' of Pro-Flex Plus 195 coaxial cable, each with SMA male connectors, routed to the mobile data terminal (MDT)
- Dual (MIMO 802.11n) broadband WiFi elements, 2.4-2.5GHz and 4.9-5.9GHz, with 17.00' of Pro-Flex Plus 195 coaxial cable, each with RP-SMA male connectors installed, routed to the WiFi device
- One (1) GPS element with 17.00' of RG-174/U coaxial cable with SMA male connector, routed to the mobile data terminal (MDT)

### **VEHICLE CAMERA SYSTEM**

There will be a color vehicle camera system provided with the following:

- One (1) camera located at the rear of the apparatus, pointing rearward, displayed automatically with the vehicle in reverse

The camera images will be displayed on the driver's Command Zone™, color display. Audio from the microphone on the active camera will be emitted by an amplified speaker with volume control in the blank panel to the right of the steering column.

The following components will be included:

- One (1) SV-CW134639CAI, camera
- One (1) amplified speaker (if applicable)

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

- All necessary cables

### **VEHICLE CAMERA GUARD**

There will be one (1) aluminum treadplate guard(s) fastened over the vehicle camera(s) located center rear .

### **ELECTRICAL POWER CONTROL SYSTEM**

The primary power distribution will be located forward of the officer's seating position and be easily accessible while standing on the ground for simplified maintenance and troubleshooting. Additional electrical distribution centers will be provided throughout the vehicle to house the vehicle's electrical power, circuit protection, and control components. The electrical distribution centers will be located strategically throughout the vehicle to minimize wire length. For ease of maintenance, all electrical distribution centers will be easily accessible. All distribution centers containing fuses, circuit breakers and/or relays will be easily accessible.

Distribution centers located throughout the vehicle will contain battery powered studs for supplying customer installed equipment thus providing a lower cost of ownership.

Circuit protection devices, which conform to SAE standards, will be utilized to protect electrical circuits. All circuit protection devices will be rated per NFPA requirements to prevent wire and component damage when subjected to extreme current overload. General protection circuit breakers will be Type-I automatic reset (continuously resetting). When required, automotive type fuses will be utilized to protect electronic equipment. Control relays and solenoid will have a direct current rating of 125 percent of the maximum current for which the circuit is protected per NFPA.

### **SOLID-STATE CONTROL SYSTEM**

A solid-state electronics based control system will be utilized to achieve advanced operation and control of the vehicle components. A fully computerized vehicle network will consist of electronic modules located near their point of use to reduce harness lengths and improve reliability. The control system will comply with SAE J1939-11 recommended practices.

The control system will operate as a master-slave system whereas the main control module instructs all other system components. The system will contain patented Mission Critical software that maintains critical vehicle operations in the unlikely event of a main controller error. The system will utilize a Real Time Operating System (RTOS) fully compliant with OSEK/VDX™ specifications providing a lower cost of ownership.

For increased reliability and simplified use the control system modules will include the following attributes:

- Green LED indicator light for module power

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

- Red LED indicator light for network communication stability status
- Control system self test at activation and continually throughout vehicle operation
- No moving parts due to transistor logic
- Software logic control for NFPA mandated safety interlocks and indicators
- Integrated electrical system load management without additional components
- Integrated electrical load sequencing system without additional components
- Customized control software to the vehicle's configuration
- Factory and field re programmable to accommodate changes to the vehicle's operating parameters
- Complete operating and troubleshooting manuals
- USB connection to the main control module for advanced troubleshooting

To assure long life and operation in a broad range of environmental conditions, the solid-state control system modules will meet the following specifications:

- Module circuit board will meet SAE J771 specifications
- Operating temperature from -40C to +70C
- Storage temperature from -40C to +70C
- Vibration to 50g

IP67 rated enclosure (Totally protected against dust and also protected against the effect of temporary immersion between 15 centimeters and one (1) meter)

Operating voltage from eight (8) volts to 16 volts DC

The main controller will activate status indicators and audible alarms designed to provide warning of problems before they become critical.

### **CIRCUIT PROTECTION AND CONTROL DIAGRAM**

Copies of all job-specific, computer network input and output (I/O) connections will be provided with each chassis. The sheets will indicate the function of each module connection point, circuit protection information (where applicable), wire numbers, wire colors and load management information.

### **ON-BOARD ADVANCED/VISUAL ELECTRICAL SYSTEM DIAGNOSTICS**

The on-board information center will include the following diagnostic information:

- Text description of active warning or caution alarms
- Simplified warning indicators
- Amber caution indication with intermittent alarm
- Red warning indication with steady tone alarm

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

All control system modules, with the exception of the main control module, will contain on-board visual diagnostic LEDs that assist in troubleshooting. The LEDs will be enclosed within the sealed, transparent module housing near the face of the module. One LED for each input or output will be provided and will illuminate whenever the respective input or output is active. Color-coded labels within the modules will encompass the LEDs for ease of identification. The LED indicator lights will provide point of use information for reduced troubleshooting time without the need for an additional computer.

### **TECH MODULE WITH WIFI**

An in cab module will provide WiFi wireless interface and data logging capability. The WiFi interface will comply with IEEE 802.11 b/g/n capabilities while communicating at 2.4 Gigahertz. The module will provide an external antenna connection allowing a line of site communication range of up to 300 feet with a roof mounted antenna.

The module will transmit a password protected web page to a WiFi enabled device (i.e. most smart phones, tablets or laptops) allowing two levels of user interaction. The firefighter level will allow vehicle monitoring of the vehicle and firefighting systems on the apparatus. The technician level will allow diagnostic access to inputs and outputs installed on the Command Zone™, control and information system.

The data logging capability will record faults from the engine, transmission, ABS and Command Zone™, control and information systems as they occur. No other data will be recorded at the time the fault occurs. The data logger will provide up to 2 Gigabytes of data storage.

A USB connection will be provided on the Tech Module. It will provide a means to download data logger information and update software in the device.

### **PROGNOSTICS**

A software based vehicle tool will be provided to predict remaining life of the vehicles critical fluid and events.

The system will send automatic indications to the Command Zone, color display and/or wireless enabled device to proactively alert of upcoming service intervals.

Prognostics will include:

- Engine oil and filter
- Transmission oil and filter
- Pump oil (if equipped)
- Foam oil (if equipped)
- Aerial oil and filter (if equipped)

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **ADVANCED DIAGNOSTICS**

An advanced, Windows-based, diagnostic software program will be provided for this control system. The software will provide troubleshooting tools to service technicians equipped with a Windows-based computer or wireless enabled device.

The service and maintenance software will be easy to understand and use and have the ability to view system input/output (I/O) information.

### **INDICATOR LIGHT AND ALARM PROVE-OUT SYSTEM**

A system will be provided which automatically tests basic indicator lights and alarms located on the cab instrument panel.

### **VOLTAGE MONITOR SYSTEM**

A voltage monitoring system will be provided to indicate the status of the battery system connected to the vehicle's electrical load. The system will provide visual and audible warning when the system voltage is below or above optimum levels.

The alarm will activate if the system falls below 11.8 volts DC for more than two (2) minutes.

### **DEDICATED RADIO EQUIPMENT CONNECTION POINTS**

There will be three (3) studs provided in the primary power distribution center located in front of the officer for two-way radio equipment.

- The studs will consist of the following:
- 12-volt 40-amp battery switched power
- 12-volt 60-amp ignition switched power
- 12-volt 60-amp direct battery power

There will also be a 12-volt 100-amp ground stud located in or adjacent to the power distribution center.

### **ENHANCED SOFTWARE**

The solid-state control system will include the following software enhancements:

All perimeter lights and scene lights (where applicable) will be deactivated when the parking brake is released.

Cab and crew cab dome lights will remain on for ten (10) seconds for improved visibility after the doors close. The dome lights will dim after ten (10) seconds or immediately if the vehicle is put into gear.

Cab and crew cab perimeter lights will remain on for ten (10) seconds for improved visibility after the doors close. The dome lights will dim after ten (10) seconds or immediately if the vehicle is put into gear.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **EMI/RFI PROTECTION**

To prevent erroneous signals from crosstalk contamination and interference, the electrical system will meet, at a minimum, SAE J551/2, thus reducing undesired electromagnetic and radio frequency emissions. An advanced electrical system will be used to ensure radiated and conducted electromagnetic interference (EMI) or radio frequency interference (RFI) emissions are suppressed at their source.

The apparatus will have the ability to operate in the electromagnetic environment typically found in fire ground operations to ensure clean operations. The electrical system will meet, without exceptions, electromagnetic susceptibility conforming to SAE J1113/25 Region 1, Class C EMR for 10KHz-1GHz to 100 Volts/Meter. The vehicle OEM, upon request, will provide EMC testing reports from testing conducted on an entire apparatus and will certify that the vehicle meets SAE J551/2 and SAE J1113/25 Region 1, Class C EMR for 10KHz-1GHz to 100 Volts/Meter requirements. Component and partial (incomplete) vehicle testing is not adequate as overall vehicle design can impact test results and thus is not acceptable by itself.

EMI/RFI susceptibility will be controlled by applying appropriate circuit designs and shielding. The electrical system will be designed for full compatibility with low-level control signals and high-powered two-way radio communication systems. Harness and cable routing will be given careful attention to minimize the potential for conducting and radiated EMI/RFI susceptibility.

### **ELECTRICAL**

All 12-volt electrical equipment installed by the apparatus manufacturer will conform to modern automotive practices. All wiring will be high temperature crosslink type. Wiring will be run, in loom or conduit, where exposed and have grommets where wire passes through sheet metal. Automatic reset circuit breakers will be provided which conform to SAE Standards. Wiring will be color, function and number coded. Function and number codes will be continuously imprinted on all wiring harness conductors at 2.00" intervals. Exterior exposed wire connectors will be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids.

Electrical wiring and equipment will be installed utilizing the following guidelines:

1. All holes made in the roof will be caulked with silicon, rope caulk is not acceptable. Large fender washers, liberally caulked, will be used when fastening equipment to the underside of the cab roof.
2. Any electrical component that is installed in an exposed area will be mounted in a manner that will not allow moisture to accumulate in it. Exposed area will be defined as any location outside of the cab or body.
3. Electrical components designed to be removed for maintenance will not be fastened with nuts and bolts. Metal screws will be used in mounting these devices. Also a coil of wire will be



# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

provided behind the appliance to allow them to be pulled away from mounting area for inspection and service work.

4. Corrosion preventative compound will be applied to all terminal plugs located outside of the cab or body. All non-waterproof connections will require this compound in the plug to prevent corrosion and for easy separation (of the plug).
5. All lights that have their sockets in a weather exposed area will have corrosion preventative compound added to the socket terminal area.
6. All electrical terminals in exposed areas will have silicon (1890) applied completely over the metal portion of the terminal.

All lights and reflectors, required to comply with Federal Motor Vehicle Safety Standard #108, will be furnished. Rear identification lights will be recessed mounted for protection. Lights and wiring mounted in the rear bulkheads will be protected from damage by installing a false bulkhead inside the rear compartments.

An operational test will be conducted to ensure that any equipment that is permanently attached to the electrical system is properly connected and in working order.

The results of the tests will be recorded and provided to the purchaser at time of delivery.

### **BATTERY SYSTEM**

Six (6) 12 volt, AC Delco, group 31 batteries that include the following features will be provided:

- 950 CCA, cold cranking amps
- 190 amp reserve capacity
- High cycle
- Rating of 5700 CCA at 0 degrees Fahrenheit
- 1140 minutes of reserve capacity
- Threaded Studs

Each battery case will be a black polypropylene material with a vertically ribbed container for increased vibration resistance. The cover will be manifold vented with a central venting location to allow a 45 degree tilt capacity.

The inside of each battery will consist of a "maintenance free" grid construction with poly wrapped separators and a flooded epoxy bottom anchoring for maximum vibration resistance.

### **BATTERY SYSTEM**

There will be a single starting system with an ignition switch and starter button provided and located on the cab instrument panel.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **MASTER BATTERY SWITCH**

There will be a master battery switch provided within the cab within easy reach of the driver to activate the battery system.

An indicator light will be provided on the instrument panel to notify the driver of the status of the battery system.

### **BATTERY COMPARTMENTS**

The batteries will be stored in well-ventilated compartments that are located under the cab and bolted directly to the chassis frame. The battery compartments will be constructed of 3/16" steel plate and be designed to accommodate a maximum of three (3) group 31 batteries in each compartment. The compartments will include formed fit heavy-duty roto-molded polyethylene battery tray inserts with drains on each side of the frame rails. The batteries will be mounted inside of the roto-molded trays.

### **JUMPER STUDS**

One (1) set of battery jumper studs with plastic color-coded covers will be installed on the battery box on the driver's side. This will allow enough room for easy jumper cable access.

### **BATTERY CHARGER/ AIR COMPRESSOR**

There will be a Kussmaul Pump Plus 1200, Model 091-9-12V-1200194-WT-XX, 40 amp single output battery charger/air compressor with Model 091-194-IND-WT-XX watertight digital display provided. The color of the charge indicator will be red.

The 12-volt air compressor will be installed to maintain the air system pressure when the vehicle is not in use.

The battery charger will be wired to the AC shoreline inlet.

Battery charger/compressor will be in P6 high on back wall.

The battery charger indicator will be located in the driver's step area.

### **KUSSMAUL AUTO EJECT FOR SHORELINE**

There will be one (1) Kussmaul Model 091-55-15-120, 15 amp 120 volt AC shoreline inlet(s) provided to operate the dedicated 120 volt AC circuits on the apparatus without the use of the generator.

The shoreline inlet(s) will include red weatherproof flip up cover(s).

There will be a release solenoid wired to the vehicle's starter to eject the AC connector when the engine is starting.

The shoreline(s) will be connected to Kussmaul 1200 battery charger AND Kussmaul model 091-92-12 "battery saver - low ripple".

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

There will be a mating connector body supplied with the loose equipment.

There will be a label installed near the inlet(s) that state the following:

- Line Voltage
- Current Rating (amps)
- Phase
- Frequency

The shoreline receptacle will be located on the driver side of cab, to the front of cab door.

### **BATTERY SAVER**

There will be one (1) Kussmaul, Model 091-195-12, 20 amp battery saver will be provided.

The battery saver will be located in the cab next to the battery charger/air compressor (which is in the false floor area of option #199533, center forward facing EMS cabinet). The Kussmaul battery saver is wired to the positive "+" side of the battery charger.

The items to be connected to this device are 20A 12V spare wiring in front of officer for TABLET WIRING.

This device will be connected to the 120 volt AC shoreline inlet.

This device will be connected to the chassis batteries to charge items when the shoreline is not plugged in.

### **ALTERNATOR**

A Delco Remy®, Model 55SI, alternator will be provided. It will have a rated output current of 430 amps, as measured by SAE method J56. The alternator will feature an integral regulator and rectifier system that has been tested and qualified to an ambient temperature of 257 degrees Fahrenheit (125 degrees Celsius). The alternator will be connected to the power and ground distribution system with heavy-duty cables sized to carry the full rated alternator output.

### **FAN, ELECTRICAL COOLING**

There will be one (1) 120v electrical cooling fan(s) with guard to exhaust the heat buildup due to the battery chargers stored in the EMS cabinet, located center forward facing crew cab seat riser per 28750 01-03. The fan(s) will vent the heat outward from the compartment.

Fan(s) to be wired to the auto transfer switch so they will run at all times, either off the shoreline, or off the generator.

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **ELECTRONIC LOAD MANAGER**

An electronic load management (ELM) system will be provided that monitors the vehicles 12-volt electrical system, automatically reduces the electrical load in the event of a low voltage condition, and automatically restores the shed electrical loads when the low voltage condition expires. This ensures the integrity of the electrical system. The ELM will monitor the vehicle's voltage while at the scene (parking brake applied).

The system will include the following features:

- System voltage monitoring.
- Load Managing will not start for 30 seconds after engine start up.
- Five (5) minute cycle time, to prevent load activation and quick deactivation.
- Automatic High Idle Activation, to activate before any electric loads are shed and deactivate with the service brake.
- If enabled, Load Man Hi-Idle On will display on the information center. Sixteen available electronic load shedding levels.
- Priority levels can be set for individual outputs.
- Individual switch "on" indicator to flash when the particular load has been shed.
- The information center shows system voltage.
- Green indicator in the Indicator Light display, Load Manager is active.

The information center includes a "Load Manager" screen indicating the following:

- Load managed items list, with priority levels and item condition.
- Individual load managed item condition:
- ON = not shed
- SHED = shed
- OVRD = overridden

### **SEQUENCER**

A warning light sequencer will be provided that automatically turns the emergency lights on and off in a preset sequence.

The sequencer will be wired in conjunction with the emergency master light switch.

When the switch is activated the lights will be turned on in sequence one by one at 1/2 second intervals thereby protecting the alternator from power surges. Sequenced light switch LED's will flash while waiting for activation.

When turned off, the same process will deactivate the warning lights in sequence to allow a gradual decrease in alternator output, rather than dumping the load.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

The on/off switch for this system will be removed.

### **HEADLIGHTS**

There will be four (4) JW Speaker Evolution, Model 8630, 5.60" round LED lights with polycarbonate lenses mounted in the front chrome trim housing on each side of the cab grille:

- one (1) part number 0549941, low and high beam installed in the outside position on the driver's side.
- one (1) part number 0549941, low and high beam installed in the inside position on the driver's side.
- one (1) part number 0549941, low and high beam installed in the inside position on the passenger's side.
- one (1) part number 0549941, low and high beam installed in the outside position on the passenger's side.

The LEDs included in the outer section of the headlights will be controlled per the following:

- activated when the battery switch is on, the ignition switch is on and the parking brake is released.
- deactivated when the headlight switch is on or the high-beam flash is on or when the parking brake is applied

### **DIRECTIONAL LIGHTS**

There will be two (2) Whelen 600® series, LED combination directional/marker lights provided. The lights will be located on the outside cab corners, next to the headlights.

The color of the lenses will be the same color as the LED's.

### **INTERMEDIATE LIGHT**

There will be two (2) Weldon, Model 9186-8580-29, amber LED turn signal marker lights furnished, one (1) each side, in the rear fender panel. The light will double as a turn signal and marker light.

### **CAB CLEARANCE/MARKER/ID LIGHTS**

There will be seven (7) amber LED lights provided to indicate the presence and overall width of the vehicle in the following locations:

- Three (3) amber LED identification lights will be installed in the center of the cab above the windshield.
- Two (2) amber LED clearance lights will be installed, one (1) on each outboard side of the cab above the windshield.
- Two (2) amber LED marker lights will be installed, one (1) on each side above the cab doors.

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **REAR CLEARANCE/MARKER/ID LIGHTING**

There will be three (3) Truck-Lite®, Model 33050R, LED lights used as identification lights recessed and located at the rear of the apparatus per the following:

- As close as practical to the vertical centerline
- Centers spaced not less than 6.00" or more than 12.00" apart
- Red in color
- All at the same height

There will be two (2) Truck-Lite, Model 33050R, LED lights recessed at the rear of the apparatus used as clearance lights located at the rear of the apparatus per the following:

- To indicate the overall width of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the rear
- All at the same height

There will be two (2) Truck-Lite, Model 33050R, LED lights recessed on the side of the apparatus as marker lights as close to the rear as practical per the following:

- To indicate the overall length of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the side
- All at the same height

There will be two (2) red reflectors located on the rear of the truck facing to the rear. One (1) each side, as far to the outside as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

There will be two (2) red reflectors located on the side of the truck facing to the side. One (1) each side, as far to the rear as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

Per FMVSS 108 and CMVSS 108 requirements.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **MARKER LIGHTS**

There will be one (1) pair of amber and red LED marker lights with rubber arm, located at the rear most lower corner of the body. The amber lens will face the front and the red lens will face the rear of the truck.

These lights will be activated with the running lights of the vehicle.

### **REAR FMVSS LIGHTING**

The rear stop/tail and directional LED lighting will consist of the following:

- Two (2) Whelen®, Model M6BTT, red LED stop/tail lights
- Two (2) Whelen, Model M6T, amber LED arrow turn lights

The lights shall be provided with color lenses.

The lights will be mounted in a polished combination housing.

There will be two (2) Whelen Model M6BUW, LED backup lights provided in the tail light housing.

### **LICENSE PLATE BRACKET**

There will be one (1) license plate bracket mounted on the rear of the body.

A white LED light will illuminate the license plate. A polished stainless steel light shield will be provided over the light that will direct illumination downward, preventing white light to the rear.

### **LIGHTING BEZEL**

There will be two (2) Whelen, Model M6FCV4P, four (4) place chromed ABS housings with Pierce logos provided for the rear M6 series stop/tail, directional, back up, scene lights or warning lights.

### **BACK-UP ALARM**

A PRECO, Model 1040, solid-state electronic audible back-up alarm that actuates when the truck is shifted into reverse will be provided. The device will sound at 60 pulses per minute and automatically adjust its volume to maintain a minimum ten (10) dBA above surrounding environmental noise levels.

### **WARNING LIGHT FLASH PATTERN**

The flash pattern of all the exterior warning lights will be set to meet the certified California, Title XIII flash pattern by either the light manufacturer's default flash pattern or by a conversion change to the certified flash pattern.

### **CAB PERIMETER SCENE LIGHTS**

There will be four (4) Amdor LumaBar H2O, Model AY-9500-020, 20.00" white LED strip lights provided, one (1) for each cab door.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

These lights will be activated automatically when the battery switch is on and the exit doors are opened or by the same means as the body perimeter scene lights.

### **BODY PERIMETER SCENE LIGHTS**

There will be two (2) Amdor LumaBar H2O™, Model AY-9500-020, 20.00" 12 volt DC LED strip lights provided.

The lights will be mounted in the following locations:

- One (1) light under the driver's side turntable access steps
- One (1) light under the passenger's side turntable access steps

The perimeter scene lights will be activated when a switch within reach of the driver is activated and the parking brake is applied.

### **ADDITIONAL PERIMETER LIGHTS**

There will be two (2) lights Amdor® Luma Bar® H2O, Model AY-9500-020, 20.00" LED perimeter light sticks provided one (1) light under compartment D6 and one (1) light under compartment P6.

The lights will be activated by the same means as the body perimeter lights.

### **STEP LIGHTS**

All steps on the apparatus will be illuminated per the current edition of NFPA 1901 and will match the turn table access step lights.

### **12 VOLT LIGHTING, PS BODY**

There will one (1) Whelen Model PFS2P, 16,200 lumens 12 volt DC LED light(s) installed on the apparatus located, above the forward corner of P6.

The painted parts of this light assembly to be black

The light(s) to be installed on vertically adjustable bracket(s).

The lights will be controlled by a switch at the driver's side switch panel.

The light(s) may be load managed when the parking brake is applied.

### **12 VOLT LIGHTING, DS BODY**

There will one (1) Whelen Model PFS2\*, 16,200 lumens 12 volt DC LED light(s) installed on the apparatus located, above the forward corner of D6.

The painted parts of this light assembly to be black

The light(s) to be installed on vertically adjustable bracket(s).



# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

The lights will be controlled by a switch at the driver's side switch panel.

The light(s) may be load managed when the parking brake is applied.

### **12 VOLT LIGHTING, VISOR**

There will be two (2) HiViz FIRETECH, Model FT-MB2-18-FT, 20.50" 12 volt DC LED light(s) with FireTech combination spot/flood optics and adjustable pedestal mounting brackets, will be mounted one (1) below each forward facing lightbar on either side of the aerial device.

The color of the light housing will be black.

The light(s) selected above will be controlled by the following:

- a switch at the driver's side switch panel
- a switch at the passenger's side switch panel
- no additional switch location
- no additional switch location

These light(s) may be load managed when the parking brake is applied.

### **12 VOLT LIGHTING, PS**

There will be one (1) Whelen, Model PCPSM1\*, 12 volt surface mounted LED combination spot/flood light(s) located one (1) on the passenger's side of cab centered above the EMS exterior access door. The lights will be mounted with black flange(s).

The light(s) selected above will be controlled by the following:

- a switch at the driver's side switch panel
- no additional switch location
- panel 9, row 2, pos 1
- no additional switch location

These light(s) may be load managed when the parking brake is set.

### **12 VOLT LIGHTING, DS**

There will be one (1) Whelen, Model PCPSM1\*, 12 volt surface mounted LED combination spot/flood light(s) located one (1) on the driver's side of cab centered above the exterior access door (D8). The lights will be mounted with black flange(s).

The light(s) selected above will be controlled by the following:

- a switch at the driver's side switch panel
- no additional switch location

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

- no additional switch location
- no additional switch location

These light(s) may be load managed when the parking brake is set.

### **REAR SCENE LIGHTS**

There will be two (2) Whelen, Model M9LZC, LED scene lights with chrome trim bezels installed at the rear of the apparatus. These lights will be installed between 30.00" and 102.00" above the ground.

The lights will be controlled by a switch at the driver's side switch panel and by a cup switch at the driver's side rear bulkhead.

### **WALKING SURFACE LIGHTS**

There will be Two (2) Amdor Model LumaBar, white 12 volt DC LED strip light provided in the cargo area to illuminate the interior surface of the cargo area. Light(s) will be located under the top flange of the cargo area.

The light will be activated when the body step lights are on.

### **CARGO AREA**

The cargo area will be fabricated of .125" 5052 aluminum with a tensile strength range of 31,000 to 38,000 psi.

The sides will not form any portion of the fender compartments.

The upper and rear edges of the side panels will have a double break for rigidity.

The cargo area will be located ahead of the ladder turntable.

Flooring of the cargo area will be aluminum treadplate.

### **TURNTABLE STEPS**

Access to the turntable will be provided by two step assemblies with swing-down steps, one on each side of the truck.

The access steps will be located on each side, just behind the compartmentation.

All steps will be designed to match the 53.50" special height of the rear body. The bottom edge of the rear wall has been raised from standard to increase the angle of departure.

The swing down step mechanism will be constructed of brushed aluminum with bright aluminum steps with Morton Cass inserts.

The step well will be lined with bright aluminum treadplate to act as scuffplates.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

The bottom step will have a step height not exceeding 24.00" from the ground to the top surface of the step at any time.

Handrails will be provided on each side of each set of access steps.

The steps will be connected to the "Do Not Move Truck" indicator in the cab.

### **STEP LIGHTS**

There will be three (3) white LED step lights provided for each set of aerial turntable access steps.

In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light.

The step lights will be actuated by the aerial master switch in the cab.

### **SMOOTH ALUMINUM REAR WALL**

The rear wall will be smooth aluminum.

### **TOW EYES**

Two (2) rear painted tow eyes will be located at the rear of the apparatus and will be mounted directly to the torque box. The inner and outer edges of the tow eyes will be radiused.

### **REAR SUBSTRUCTURE RAISED**

The rear substructure will be raised 5". This will allow for a greater angle of departure.

### **COMPARTMENTATION**

Compartmentation will be fabricated of 0.125" 5052 aluminum. The side compartments are an integral assembly with the rear fenders. Fully enclosed rear wheel housings will be provided to prevent rust pockets and for ease of maintenance. Due to the severe loading requirements of this aerial, a method of compartment body support suitable for the intended load will be provided.

The backbone of the support system will be the chassis frame rail, which is the strongest component of the chassis and is designed for sustaining maximum loads.

A support system will be used which will incorporate a floating substructure by using Neoprene Elastomer isolators to allow the body to remain rigid while the chassis goes through its natural flex. The isolators will have a broad range of proven viability in vehicular applications, be of a fail safe design, and allow for all necessary movement in three (3) transitional and rotational modes. This will result in a 500 lb equipment rating for each lower compartment of the body.

The compartmentation in front of the rear axle will include a 3.00" steel support assemblies which are bolted to the chassis frame rails. A steel framework will be mounted to the body above these support

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

assemblies connected to the support assemblies with isolators. There will be one (1) support assembly mounted to each chassis frame rail.

The compartmentation behind the rear axle will include 3.00" steel support assemblies which are bolted to the chassis frame rails and extend underneath to the outside edge of the body. The support assembly will be coated to isolate the dissimilar metals before it is bolted to the body. There will be one (1) support assembly mounted to each chassis frame rail.

Compartment flooring will be of the sweep out design with the floor higher than the compartment door lip. The compartment door openings are framed by flanging the edges in 1.75" and bending out again 0.75" to form an angle. Drip protection is provided over all door openings by means of bright aluminum extrusion or formed bright aluminum treadplate. Side compartment tops will be covered with bright aluminum treadplate with a 1.00" rolled over edge on the front, rear and outward side. The covers are fabricated in one (1) piece and have the corners welded. A bright aluminum treadplate cover will be provided on the front wall of each side compartment. All screws and bolts which protrude into a compartment will have acorn nuts at the ends to prevent injury.

The body design has been fully tested. Proven engineering and test techniques such as finite element analysis, model analysis, stress coating and strain gauging have been performed with special attention given to fatigue life and structural integrity of the compartment body and substructure.

### **AGGRESSIVE WALKING SURFACE**

All exterior surfaces designated as stepping, standing, and walking areas will comply with the required average slip resistance of the current NFPA standards.

### **LOUVERS**

All body compartments will have a minimum of one (1) set of louvers stamped into a wall to provide the proper airflow inside the compartment and to prevent water from dripping into the compartment. These louvers will be formed into the metal and not added to the compartment as a separate plate.

### **COMPARTMENT IN PLACE OF PUMP**

A roll-up door compartment will be installed in place of the pump and pump panel.

It will be approximately 54.25" wide x 75.50" high x 24.50" deep in the lower area and transversed in the top portion of the compartment.

The door opening will be approximately 51.25" wide x 67.88" high.

The transverse portion of the compartment will vary depending on chassis and engine combination.

The top, center portion of the compartment will be recessed for installation of a hydraulic generator and reservoir.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

The recess will be 18.75" deep x full length of the compartment and as wide as the frame rails.

### **DRIVER SIDE COMPARTMENTATION**

A full height roll-up door compartment, ahead of the rear wheels, will be 41.75" wide x 64.00" high x 24.25" deep inside with a clear door opening of 38.75" wide x 67.88" high. The additional top 11.50" of compartment height is designed to match the cab height. This additional 11.50" from the standard height will be approximately 14.00" deep.

One (1) roll-up door compartment, above the fender compartments and over the rear axles, will be provided. The compartment will be 72.13" wide x 33.25" high x 24.25" deep inside with an approximate clear door opening of 63.75" wide x 37.00" high. The additional top 11.50" of compartment height is designed to match the cab height. This additional 11.50" from the standard height will be approximately 14.00" deep.

A compartment with a single pan stainless steel, lift up door will be located above the front stabilizer. The compartment will be 34.50" high x 18.00" wide x 24.25" deep with a door opening of 28.75" high x 12.00" wide. The additional top 11.50" of compartment height is designed to match the cab height. This additional 11.50" from the standard height will be approximately 14.00" deep.

A full height roll-up door compartment behind the rear wheels will be 43.75" wide x 49.25" high x 21.25" deep. The clear door opening will be 40.75" wide x 41.62" high.

One (1) lift-up door compartment below the turntable will be provided. The compartment will be 39.38" wide x 18.38" high x 21.25" deep inside with a door opening of 35.00" wide x 14.88" high.

### **PASSENGER SIDE COMPARTMENTATION**

A full height roll-up door compartment ahead of the rear wheels will be 41.75" wide x 64.00" high x 24.25" deep inside with a clear door opening of 38.75" wide x 67.88" high. The additional top 11.50" of compartment height is designed to match the cab height. This additional 11.50" from the standard height will be approximately 14.00" deep.

One (1) roll-up door compartment will be provided above the fender compartments and over the rear axles. The compartment will be 72.13" wide x 33.25" high x 24.25" deep inside with a clear door opening of 63.75" wide x 37.00" high. The additional top 11.50" of compartment height is designed to match the cab height. This additional 11.50" from the standard height will be approximately 14.00" deep.

A compartment with a single pan stainless steel, lift up door will be located above the front stabilizer. The compartment will be 18.00" wide x 34.50" high x 24.25" deep with a door opening of 12.00" wide x 28.75" high. The additional top 11.50" of compartment height is designed to match the cab height. This additional 11.50" from the standard height will be approximately 14.00" deep.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

A full height, roll-up door compartment, behind the rear wheels, will be 43.75" wide x 49.25" high x 21.25" deep. The clear door opening will be 40.75" wide x 41.62" high.

One (1) lift-up door compartment below the turntable will be provided. The compartment will be 39.38" wide x 18.38" high x 21.25" deep inside with a door opening of 35.00" wide x 14.88" high.

### **SIDE COMPARTMENT ROLL-UP DOORS**

There will be eight (8) compartment doors installed on the side compartments, double faced, aluminum construction, painted one (1) color to match the lower portion of the body and manufactured by AMDOR™ brand roll-up doors.

Door(s) will be constructed using 1.00" extruded double wall aluminum slats which will feature a flat smooth interior surface to provide maximum protection against equipment hang-up. The slats will be connected with a structural driven ball and socket hinge designed to provide maximum curtain diaphragm strength. Mounting and adjusting the curtain will be done with a clip system that connects the curtain to the balancer drum allowing for easy tension adjustment without tools. The slats will be mounted in reusable slat shoes with positive snap-lock securement.

Each slat will incorporate weather tight recessed dual durometer seals. One (1) fin will be designed to locate the seal within the extrusion. The second will serve as a wiping seal which will also allow for compression to prevent water ingress.

The doors will be mounted in a one (1)-piece aluminum side frame with recessed side seals to minimize seal damage during equipment deployment. All seals including side frames, top gutters and bottom panel are to be manufactured utilizing non-marring materials.

Bottom panel flange of roll-up door will be equipped with two (2) cut-outs to allow for easier access with gloved hands.

A stainless steel lift bar to be provided for opening the door and located at the bottom of each door with latches on the outer extrusion of the door frame. A ledge to be supplied over lift bar for additional area to aid in closing the door. The lift bar will be located at the bottom of door with striker latches installed at the base of the side frames. Side frame mounted door strikers will include support beneath the stainless steel lift bar to prevent door curtain bounce, improve bottom seal life expectancy and to avoid false door ajar signals.

All injection molded roll-up door wear components will be constructed of Type 6 nylon.

Each roll-up door will have a 3.00 inch diameter balancer/tensioner drum to assist in lifting the door.

The header for the roll-up door assembly will not exceed 4.00".

A heavy-duty magnetic switch will be used for control of open compartment door warning lights.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **BODY MODIFICATION FROM STANDARD**

The compartment above the stabilizers (if applicable) will be decreased due to deeper stabilizer depth. The height of the compartment will decrease 4.00" and the compartment door will move up 4.00" higher. The stabilizer frame opening as well as the stabilizer pan will be increased in height by 6.00".

### **COMPARTMENT BLISTER**

A blister in the compartment ahead of the rear wheels will be provided to clear the front bracket of the Firemaax suspension. This blister will take away some of the interior area of the compartment.

### **COMPARTMENT DOOR MODIFICATION**

There will be two (2) compartment doors that will be provided with the capability to open past 90 degrees.

The door(s) to receive this modification are located D2, P2.

### **DOOR GUARD**

There will be eight (8) compartment doors that will include a guard/drip pan designed to protect the roll-up door from damage when in the retracted position and contain any water spray. The guard will be fabricated from stainless steel and installed D1, D3, D4, D6, P1, P3, P4 and P6.

### **KEYED LOCK(S)**

A keyed lock will be furnished for one (1) compartment door. The compartmentation, to have a keyed lock, will be P1.

### **PULL STRAP, DOOR**

There will be eight (8) compartment doors provided with pull straps. The compartment door(s) to be provided with a pull strap will be D3, D4, P3, D5, P4, P5, D6 and P6.

### **SCUFFTAPE**

Six (6) scuffplates will be provided for the around all exposed edges for all fender compartments on each side of the body . Each scufftape will be 3- M poly.

### **ROLL-UP DOOR TRIM**

The exterior of the aluminum trim around the door opening will be painted to match job color.

There will be eight (8) compartments with the trim painted.

### **COMPARTMENT LIGHTING**

There will be ten (10) compartment(s) with two (2) white 12 volt DC LED compartment light strips. The dual light strips will be centered vertically along each side of the door framing. There will be two (2) light strips per compartment. The dual light strips will be in compartment(s): D1, D2, D3, D4, D6, P1, P2, P3, P4 and P6.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

Any remaining compartments without light strips will have a 6.00" diameter Truck-Lite, Model: 79384 light. Each light will have a number 1076 one filament, two wire bulb.

Opening the compartment door will automatically turn the compartment lighting on.

### **COMPARTMENT LIGHTING, ADDITIONAL**

There will be two (2) Pierce LED light(s) provided in the compartment(s) located D5 and P5. Each light will be 9.00" in length.

Opening the compartment door(s) will automatically turn the compartment lighting on.

### **COMPARTMENT LIGHTING, ADDITIONAL**

There will be one (1) Pierce LED strip light(s) provided in the compartment(s) located under the rear ledge RECESSED. Light to be centered above the ladder storage door and are to turn on automatically whenever the rear ladder storage door is opened. . Each light will be 36.00" in length.

Opening the compartment door(s) will automatically turn the compartment lighting on.

### **MOUNTING TRACKS**

There will be eight (8) sets of tracks for mounting shelf(s) in D3, D1, P1, P3, D4, P4, D6 and P6. These tracks will be installed vertically to support the adjustable shelf(s), and will be full height of the compartment. The tracks will be unpainted with a natural finish.

### **ADJUSTABLE SHELVES**

There will be one (1) shelf provided P1. The shelf construction will consist of .188" aluminum with a dual action finish. A capacity rating will not be available on this item due to a reduced side height being less than 2.00". Each shelf will be infinitely adjustable by means of a threaded fastener, which slides in a track. Each shelf will as wide and as deep as the compartment space shall allow.

The shelves will be held in place by .12" thick stamped plated brackets and bolts.

The side height of the shelf/shelves will be as follows:

- Front: 1.00" high
- Rear: 2.00" high
- Left & Right Sides: 2.00" high

### **ADJUSTABLE SHELVES**

There will be one (1) shelf with a capacity of 500 lb provided.

The shelf construction will consist of .188" aluminum with a dual action finish with 2.00" sides.

Each shelf will be infinitely adjustable by means of a threaded fastener, which slides in a track.



# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

The shelves will be held in place by .12" thick stamped plated brackets and bolts.

The location(s) will be in D1 in the upper third.

### **ADJUSTABLE SHELVES**

There will be one (1) shelf provided D6 above partition. The shelves will have no capacity rating due to a specially designed floor. There will be a section in the middle of the shelf floor that is constructed of expanded metal. This will allow the contents of the shelf to be viewed from below. The remainder of the shelf construction will consist of .188" D/A sanded aluminum with 2.00" sides. Each shelf will be infinitely adjustable by means of a threaded fastener, which slides in a track.

The shelves will be held in place by .12" thick stamped plated brackets and bolts.

### **ADJUSTABLE SHELVES**

There will be one (1) shelf provided P6 above the vertical partition. The shelves will have no capacity rating due to a specially designed floor. There will be a section in the middle of the shelf floor that is constructed of expanded metal. This will allow the contents of the shelf to be viewed from below. The remainder of the shelf construction will consist of .188" D/A sanded aluminum with 2.00" sides. Each shelf will be fixed in its location in the compartment.

The shelves will be held in place by .12" thick stamped plated brackets and bolts.

### **SLIDE-OUT ADJUSTABLE HEIGHT TRAY**

There will be one (1) slide-out tray provided.

Each tray will have 2.00" high sides and a capacity rating of up to 500 lb in the extended position. The tray will be constructed of aluminum DA finished.

Each tray will be designed to be as wide and as deep as the compartment space will allow.

Each tray will be mounted on a pair of side mounted slides. The slide mechanisms will have ball bearings for ease of operation and years of dependable service. The slides will be mounted to shelf tracks to allow the tray to be adjustable up and down within the designated mounting location.

An automatic lock will be provided for both the in and out tray positions. The lock trip mechanism will be located at the front of the tray and will be easily operated with a gloved hand.

The tray(s) will be located D4 below tilt tray and above slideout work surface .

### **SLIDE-OUT ADJUSTABLE HEIGHT TRAY**

There will be two (2) slide-out trays provided.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

Each tray will have 2.00" high sides and will be half (1/2) the depth of the transverse compartment. The capacity rating of the tray will be 500 lb in the extended position.

Each tray will be mounted on a pair of side mounted slides. The slide mechanisms will have ball bearings for ease of operation and years of dependable service. The slides will be mounted to shelf tracks to allow the tray to be adjustable up and down within the designated mounting location.

An automatic lock will be provided for both the in and out tray positions. The lock trip mechanism will be located at the front of the tray and will be easily operated with a gloved hand.

The tray(s) will be located (1) in D6 aft of partition (below 2/3 depth tilt tray) and (1) in P6 aft of partition (below 1/3 depth tilt tray).

### **FINISH, TRAYS AND SHELVES**

All trays and shelves will be unpainted aluminum with a DA finish.

### **SLIDE-OUT/TILT-DOWN TRAY**

There will be two (2) slide-out trays provided.

The bottom of each tray will constructed of 0.188" thick aluminum while special aluminum extrusions will be utilized for the tray sides, ends, and tracks. The corners will be welded to form a rigid unit.

Each tray will be as wide and as deep as the compartment space will allow.

A spring loaded lock will be provided on each side at the front of the tray. Releasing the locks will allow the tray to slide out approximately two-thirds (2/3) of its length from the stowed position and tip 15 degrees down from horizontal. The tray will be equipped with ball bearing rollers for smooth operation.

Rubber padded stops will be provided for the tray in the extended position.

The capacity rating of the tray will be a minimum of 200lb in the extended position.

The vertical position of the tray within the compartment will be adjustable.

The tray(s) will be located (1) in D3 and (1) in D6 aft of partition and as high as possible (above the 1/2 depth slideout tray). Add cable that connects the black levers for easier operation. .

### **SLIDE-OUT/TILT-DOWN TRAY**

There will be two (2) slide-out trays provided.

The bottom of each tray will constructed of 0.188" thick aluminum while special aluminum extrusions will be utilized for the tray sides, ends, and tracks. The corners will be welded to form a rigid unit.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

The tray will be half depth of the transverse compartment and be maximum width for each compartment.

A spring loaded lock will be provided on each side at the front of the tray. Releasing the locks will allow the tray to slide out approximately two-thirds (2/3) of its length from the stowed position and tip 30 degrees down from horizontal. The tray will be equipped with ball bearing rollers for smooth operation.

Rubber padded stops will be provided for the tray in the extended position.

The capacity rating of the tray will be a minimum of 215 lb in the extended position.

The vertical position of the tray within the compartment will be adjustable.

The tray(s) will be located (1) in D6 aft of the partition below 2/3 depth tilt tray and above 1/2 depth slideout tray and (1) in P6 aft of the partition below 1/3 depth tilt tray and above 1/2 depth slideout tray (see detailed compartment drawing).

### **SLIDE-OUT/TILT-DOWN TRAY**

There will be two (2) slide-out trays provided.

The bottom of each tray will constructed of 0.188" thick aluminum while special aluminum extrusions will be utilized for the tray sides, ends, and tracks. The corners will be welded to form a rigid unit.

Each tray will be as wide and as deep as the compartment space will allow.

A spring loaded lock will be provided on each side at the front of the tray. Releasing the locks will allow the tray to slide out approximately two-thirds (2/3) of its length from the stowed position and tip 30 degrees down from horizontal. The tray will be equipped with ball bearing rollers for smooth operation.

Rubber padded stops will be provided for the tray in the extended position.

The capacity rating of the tray will be a minimum of 215 lb in the extended position.

The vertical position of the tray within the compartment will be adjustable.

The tray(s) will be located (1) in P3 and (1) in P6 aft of partition and as high as possible (above the 1/2 depth slideout tray) .

### **SLIDE-OUT/TILT-DOWN TRAY**

There will be three (3) slide-out trays provided.

The bottom of each tray will constructed of 0.188" thick aluminum while special aluminum extrusions will be utilized for the tray sides, ends, and tracks. The corners will be welded to form a rigid unit.

Each tray will be as wide and as deep as the compartment space will allow.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

A spring loaded lock will be provided on each side at the front of the tray. Releasing the locks will allow the tray to slide out approximately two-thirds (2/3) of its length from the stowed position and tip 30 degrees down from horizontal. The tray will be equipped with ball bearing rollers for smooth operation.

Rubber padded stops will be provided for the tray in the extended positions.

The capacity rating of the tray will be a minimum of 215 lb in the extended position.

The vertical position of the tray within the compartment will be adjustable.

The tray(s) will be located (1) in D4 directly below electric reel, and (2) in P4 directly below electric reel .

### **SLIDE-OUT FLOOR MOUNTED TRAY**

There will be two (2) floor mounted slide-out tray(s) provided D6 and P6. A capacity rating will not be available on this tray due to a reduced side height being less than 2.00". The tray(s) will be constructed of a minimum .13" aluminum with welded corners. The finish will be unpainted aluminum with a DA finish.

The tray(s) will be designed for maximum compartment width and depth.

The side height of the tray(s) will be as follows:

- Front: 1.00" high
- Rear: 2.00" high
- Left and Right Sides: 2.00" high

There will be two undermount-roller bearing type slides rated at 250lb each provided. The pair of slides will have a safety factor rating of 2.

To ensure years of dependable service, the slides will be coated with a finish that is tested to withstand a minimum of 1,000 hours of salt spray per ASTM B117.

To ensure years of easy operation, the slides will require no more than a 50lb force for push-in or pull-out movement when fully loaded after having been subjected to a 40 hour vibration (shaker) test under full load. The vibration drive file will have been generated from accelerometer data collected from a heavy truck chassis driven over rough gravel roads in an unloaded condition. Proof of compliance will be provided upon request.

Automatic locks will be provided for both the "in" and "out" positions. The trip mechanism for the locks will be located at the front of the tray for ease of use with a gloved hand.

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **SLIDE-OUT FLOOR MOUNTED TRAY**

There will be one (1) floor mounted slide-out tray(s) provided P1. A capacity rating will not be available on this tray due to a reduced side height being less than 2.00". The tray(s) will be constructed of .19" aluminum with welded corners. The finish will be unpainted aluminum with a DA finish.

The side height of the tray(s) will be as follows:

- Front: 1.00" high
- Rear: 2.00" high
- Left Side: 2.00" high
- Right side: 2.00" high

Slides will be equipped with ball bearings for ease of operation and years of dependable service. The slides will be located on the sides of the tray so that the tray can be located as close to the compartment floor as possible.

Automatic locks will be provided for both the "in" and "out" positions. The trip mechanism for the locks will be located at the front of the tray for ease of use with a gloved hand.

### **SLIDE-OUT FLOOR MOUNTED TRAY**

There will be three (3) floor mounted slide-out tray(s) with 2.00" sides provided one (1) in D1 with a CLEAR INSIDE DIMENSION of 29.50" and as close to the right wall as possible (turtle tile will be on the floor forward of the floor tray), (1) in D4 and (1) in P4. Each tray will be rated for up to 500lb in the extended position. The tray(s) will be constructed of a minimum .13" aluminum with welded corners. The finish will be unpainted aluminum with a DA finish.

The trays will be designed for maximum compartment width and depth.

There will be two undermount-roller bearing type slides rated at 250lb each provided. The pair of slides will have a safety factor rating of 2.

To ensure years of dependable service, the slides will be coated with a finish that is tested to withstand a minimum of 1,000 hours of salt spray per ASTM B117.

To ensure years of easy operation, the slides will require no more than a 50lb force for push-in or pull-out movement when fully loaded after having been subjected to a 40 hour vibration (shaker) test under full load. The vibration drive file will have been generated from accelerometer data collected from a heavy truck chassis driven over rough gravel roads in an unloaded condition. Proof of compliance will be provided upon request.

Automatic locks will be provided for both the "in" and "out" positions. The trip mechanism for the locks will be located at the front of the tray for ease of use with a gloved hand.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **TRANSVERSE TWO (2) WAY SLIDE-OUT TOOLBOARD**

An aluminum toolboard will be provided for use in a transverse side body compartment. The toolboard will be constructed of 0.19" thick aluminum that is DA finished. The toolboard will be provided with 0.20" diameter holes in a pegboard pattern with 1.00" centers between holes. A 1.00" x 1.00" aluminum tube frame will be welded to the edge of the pegboard.

The toolboard will span the full depth of the transverse compartment and will be designed to be as tall as possible to fit in the specified mounting location.

The toolboard will be mounted inside a 6.00" wide x 3.00" high, utility style slide-out tray. The bottom of the tray will be constructed of 0.19" thick aluminum while special aluminum extrusions will be utilized for the tray sides, ends and tracks. The corners will be welded.

The tray will be supported with a minimum of six (6) ball bearing rollers. The toolboard and tray will slide out two thirds (2/3) of its length to either side of the apparatus. Positive locks will be provided for toolboard in both the stowed and extended positions.

The toolboard will be rated for a maximum of 500 lb in the extended position.

A total of One (1) toolboard(s) will be provided. The toolboard(s) will be located D6/P6 forward of the partition.

### **1.00" RETAINING LIP**

A 1.00" lip will be provided (1) each in D6 and P6 above the floor extension and aft of the vertical partition - full width to contain the equipment. The lip will be finished to match the compartment interior.

### **BRACKET REAR OF BODY**

An 8.00" deep, full width bright aluminum treadplate bracket will be provided at the rear of the body, above the torque box roll door. The rear outside corners of the bracket will be tapered to provide additional clearance. The bracket will be provided to mount lights, cameras, or other accessories.

### **SLIDE-OUT ADJUSTABLE HEIGHT WORK SURFACE**

There will be a total of two (2) slide-out work surface(s) provided. Each tray will include a two (2) section hinged, work surface that covers the entire top of the tray. Each section of the work surface will be hinged at the rear of the tray with a single continuous hinge. The work surface will open to 90 degrees. The tray will have 3.00" high sides, providing a storage area below the work surface.

The tray will have a capacity of up to 500 lb in the extended position.

Each tray will be as deep as possible for a standard depth compartment and as wide as possible for the specified mounting location.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

Each tray will be mounted on a pair of side mounted slides. The slide mechanisms will have ball bearings for ease of operation and years of dependable service. The slides will be mounted to shelf tracks to allow the tray to be adjustable up and down within the designated mounting location.

An automatic lock will be provided for both the in and out tray positions. The lock trip mechanism will be located at the front of the tray and will be easily operated with a gloved hand.

The slide-out work surface(s) will be located one (1) in D4 and one (1) in P1 - see detail compartment sketch for exact location in conjunction with other items in each compartment.

### **TRANSVERSE COMPARTMENT OVER TORQUE BOX**

one (1) upper forward body compartments will be transverse over the torque box, to the opposite side of the body. The transverse area will be as large as possible. The D3/P3 will include this transverse option.

### **COMPARTMENT DUST FILTERS**

A total of six (6) body compartment louvers will have a removable dust filter installed to restrict road dirt from easily entering the compartment and will be installed D1, D4, D6, P1, P4 and P6.

### **COMPARTMENT MATTING**

Black rubber matting will be provided in two (2) compartments. The locations are D4, P1 on top of work surfaces (cover for trays) per job 28750 01-03.

The matting will be .13" thick with corrugated top ribs.

### **MATTING, COMPARTMENT SHELVING**

Turtle Tile compartment matting will be provided in 20 shelves. The locations are, all adjustable shelves (2 total) and all slide-out trays (17 total).

The color of the Turtle Tile will be red.

### **MATTING, COMPARTMENT FLOOR**

Turtle Tile compartment matting will be provided in nine (9) compartments on the compartment floor. The locations are, D1 forward of the floor tray, D2, D3, D5, D6 above the floor extension, P2, P3, P5 and P6 above the floor extension.

The Turtle Tile will be red and the leading edge of the matting will include the beveled edge. The beveled edge will be red .

### **PARTITION IN TRANSVERSE COMPARTMENT**

One (1) partition will be bolted in D6/P6 rearward of slide out toolboard tray. Each partition will be the full vertical height of the compartment.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **FLOOR EXTENSION**

There will be a compartment floor extension provided. The floor extension will extend from the area over the frame rails to within an inch of the compartment door. The floor extension will have a 1.00" vertical downturned lip and no return flange.

A total of two (2) will be provided and located D6 and P6.

### **RUB RAIL**

Bottom edge of the side compartments will be trimmed with a bright aluminum extruded rub rail.

Trim will be 2.12" high with 1.38" flanges turned outward for rigidity.

The rub rails will not be an integral part of the body construction, which allows replacement in the event of damage.

### **BODY FENDER CROWNS**

Stainless steel fender crowns will be provided around the rear wheel openings.

A rubber welting will be provided between the body and the crown to seal the seam and restrict moisture from entering.

### **HANDRAILS**

Two (2) handrails will be provided mounted one (1) on catwalk above D3 per print and one (1) on catwalk above P3 per print.

### **FOUR AIR BOTTLE STORAGE COMPARTMENT**

A total of one (1) air bottle compartment will be provided and located on the driver's side centered between the tandem rear wheels. The air bottle compartment will consist of individual bins each designed to hold an air bottle with a maximum diameter of 7.63" and a maximum depth of 26.00".

Each compartment will hold a total of four (4) air bottles. The compartment will accommodate three (3) bottles across the top and one (1) centered below. The bottom air bottle will be accessible only when the top center bottle is removed and the hinged partition over the bottom bottle is lifted up. Each bottle will be separated by a partition.

Flooring will be rubber lined and have a drain hole. A drop down door with support cables with pair of Southco non-locking C2 chrome lever latches will be provided for each compartment. The door will be painted stainless steel. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

### **AIR BOTTLE COMPARTMENT STRAP**

Straps will be provided in the air bottle compartment(s) to help contain the air bottles. The straps will wrap around the neck of each bottle and attach to the wall of the compartment.



# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **SINGLE AIR BOTTLE STORAGE**

There will be two (2) air bottle compartments provided on the driver's side behind the rear wheel and on the passenger's side behind the rear wheel. The air bottle compartment will be 7.75" diameter round x 26.00" deep.

A painted stainless steel triangular shaped door with a Southco non-locking C2 chrome lever latch will be provided to contain the air bottle. The door will cover the fuel fill and the air bottle opening. Inside the compartment, black rubber matting will be provided. There will be a drain hole provided.

A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

### **AIR BOTTLE COMPARTMENT STRAP**

Straps will be provided in the air bottle compartment(s) to help contain the air bottles. The straps will wrap around the neck of each bottle and attach to the wall of the compartment.

### **CORNER FENDER PANEL DOUBLE AIR BOTTLE STORAGE**

A total of one (1) air bottle compartment will be provided in the upper corner(s) of the passenger side fender panel. The compartment(s) will be located on the passenger's side ahead of the rear wheel. The air bottle compartment(s) will be in the form of a round tube (7.75" diameter maximum) and of adequate depth (26.00" maximum) to accommodate different size air bottles. The tubes will be mounted separately in a diagonal fashion, one above the other.

Flooring will be rubber lined and have a drain hole. A triangular shaped vertically hinged door and a Southco non-locking C2 chrome lever latch will be provided for each compartment. The door will be painted stainless steel. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

### **AIR BOTTLE COMPARTMENT STRAP**

Straps will be provided in the air bottle compartment(s) to help contain the air bottles. The straps will wrap around the neck of each bottle and attach to the wall of the compartment.

### **DOUBLE WIDE EXTINGUISHER STORAGE**

One (1) double wide extinguisher compartment will be provided between the tandem axles of the body. A total of one (1) extinguisher compartments will be provided passenger's side. The extinguisher compartment will be adequate depth to accommodate different size extinguishers. The compartment will be 17.00" wide x 8.50" high. Flooring will be rubber lined and be furnished with a drain hole. A painted stainless steel, vertically hinged full width door with a Southco non-locking C2 chrome lever latch will be provided to contain the extinguishers. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **AIR BOTTLE STORAGE (SINGLE)**

A quantity of one (1) air bottle compartment, 7.75" in diameter x 26.00" deep, will be provided on the driver side forward of the rear wheels. A painted stainless steel door with a Southco non-locking C2 chrome lever latch will be provided to contain the air bottle and also cover the DEF tank opening. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

Inside the compartment, black rubber matting will be provided.

### **AIR BOTTLE COMPARTMENT STRAP**

Straps will be provided in the air bottle compartment(s) to help contain the air bottles. The straps will wrap around the neck of each bottle and attach to the wall of the compartment.

### **AIR BOTTLE HOLDERS**

Two (2) brackets will be provided for mounting air bottles. Each bracket will be a Ziamatic, model KD-UN-6-30-2-SFCRS, and contain a collision restraint strap. It will be mounted on tracks and used for adjusting the location of the bracket within the compartment. Install SHIP LOOSE.

### **EXTENSION LADDER**

There will be two (2) 35' two (2) section aluminum Duo-Safety Series 1200-A extension ladder(s) provided.

### **AERIAL EXTENSION LADDER**

There will be one (1) 24' two (2) section aluminum Series 900-A extension ladder(s) provided and located in the aerial torque box.

### **ROOF LADDERS**

There will be one (1) 20' roof, aluminum, Series 875-A provided.

There will be two (2) 16' aluminum Duo-Safety Series 875-A roof ladder(s) provided.

There will be one (1) 10' roof, aluminum, Series 775-A provided.

### **ADDED ROOF LADDER**

There will be one (1) 14' aluminum roof, Series 775 ladder, special 16.00" width, with roof hooks on both ends provided.

This ladder is non compliant to NFPA 1931, "*Standard on Design of and Design Verification Tests for Fire Department Ground Ladders*", section 4.2.2 which states the minimum inside width between beams for single ladders shall be 16.00".

Per Fire Department specification request of this ladder, the apparatus will be non compliant to NFPA 1901 standards at time of contract execution.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **AERIAL ATTIC EXTENSION LADDER**

There will be one (1) 14' Fresno aluminum Duo-Safety Series 701 attic extension ladder(s) provided.

### **AERIAL FOLDING LADDER**

There will be one (1) 12' aluminum Duo-Safety Series 585-A folding ladder(s) provided.

### **GROUND LADDER STORAGE**

The ground ladders are stored within the torque box and are removable from the rear.

Ladders will be enclosed to prevent road dirt and debris from fouling or damaging the ladders.

The ladders rest in full length stainless steel slides and are arranged in such a manner that any one ladder can be removed without having to move or remove any other ladder.

An AMDOR rollup door will be provided at the rear, double faced, aluminum construction, satin aluminum and manufactured by AMDOR manufacturing. The latching mechanism will consist of a full length lift bar lock with latches on the outer extrusion of the door frame.

A stainless plate with a two bend flange and a stainless steel hinge will be provided to secure the aerial ladder complement. The plate assembly will be mounted to the bottom of the entrance of the torque box ladder storage area.

When the plate is vertical, it will secure the ladders and prevent them from migrating to the rear of the apparatus. When the plate is down and not securing the ladders, the roll-up door can not close, which will activate the "Open Door Indicator Light" within the cab. The roll-up door together with hinge friction will secure the plate in place during driving operations.

A door guard will be provided to prevent tools inside the torque box from damaging the roll-up door.

### **LADDER STORAGE LIGHTING**

There will be 21.00" white 12 volt DC LED strip lights in the torque box ladder storage compartment. One (1) light will be provided on each side of the ladder storage area.

The lights will be activated when the ladder storage compartment door is opened.

### **LADDER RACK MODIFICATION**

The standard ladder rack will be modified. The rearward most bracketry will be moved forward approximately 11.00" leaving the ladder trays exposed. The ladders will deadhead in their trays prior to the last rung of the exposed ladder passing the rearward brackets.

### **DURA-SURF LADDER SLIDES**

Black Dura-Surf friction reducing material will be added to all vertical and horizontal surfaces of the stainless steel, where the ladder could come in contact with the ladder storage rack.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **NESTED LADDER STORAGE**

There will be nested ladders on the right side of the ladder storage compartment.

### **16' PIKE POLE**

One (1) pike pole, 16' long Nupla with a fiberglass "I" beam handle will be provided and located torque box.

### **14' PIKE POLE**

One (1) pike pole, 14' long Nupla with a fiberglass "I" beam handle will be provided and located torque box.

### **12' PIKE POLE**

There will be one (1) Fire Hooks Unlimited Model RH-12' New York Roof Hook with a fiberglass shaft and pry end provided. The pike pole(s) will be stored in tubular holders located in the ground ladder storage compartment.

### **10' PIKE POLE**

Two (2) Fire Hooks Unlimited, New York Roof Hook , 10' long roof hook with steel shaft and pry end will be provided.

### **8' PIKE POLE**

One (1) pike pole, Fire Hooks Unlimited, Model RH 8, 8' long roof hook, with a steel handle and pry end will be provided and located torque box.

### **RUBBISH HOOK**

Three (3) 8 foot Nupla RH-8D Ventilation Hook(s): Fiberglass w/"D" handle

### **PIKE POLE STORAGE**

Stainless steel U-shaped trough be used for the storage of three (3) pike poles, with D-handle style grip, will be provided and installed in the torque box for the Fire Hooks Unlimited New York hooks with Pry End (8', 10' and 12').

### **TRASH HOOK STORAGE**

There will be two (2) stainless steel U-shaped trough(s) provided for storage of D-handle style trash hook(s). The trough(s) will be installed torque box (for option #89413).

The individual pike pole storage slots will be labeled 8', 10', 12', 14', 16'.

### **PIKE POLE STORAGE**

PVC tubing will be used for the storage of two (2) pike poles and will be located in torque box for 14' and 16' pike poles. If the head of a pike pole can come in contact with a painted surface, a stainless steel scuffplate will be provided.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **FOLDING STEPS**

Two (2) additional folding steps will be located on the rear bulkhead of compartment D3 and P3 per job 29770. The step(s) will be bright finished, non-skid, with a luminescent coating. The luminescent coating is rechargeable from any light source and can hold a charge for up to 24 hours. Each step will incorporate an LED light to illuminate the stepping surface. The step(s) can be used as a hand hold with two openings wide enough for a gloved hand.

### **HERCULES SELF CONTAINED FOAM SYSTEM TEST**

A complete functional test of the Hercules self contained foam system and its associated components will be conducted to ensure the system works as intended.

### **60 GALLON AGENT TANK**

A 60 gallon Hercules self contained foam system will be installed above the torque box.

### **AGENT TANK**

The agent tank will be constructed of steel and hold 60 gallons of pre-mix foam agent. The tank will be painted with an epoxy paint on both the interior and exterior of the tank. The tank will be manufactured in accordance with ASME standards. The water fill will be located under compartment D6 as far forward as possible. It will terminate with 1.50" FNST-S adapter and plug. A check valve will be installed as close as possible to the water fill connection so that water does not run back out the water tank fill when the hose is disconnected. A 40 mesh water strainer will be installed as close as possible to the water fill connection to allow easy maintenance and prevent debris from entering the tank. Check valves will be installed to isolate the water and foam tank fill if necessary. A drain for the water fill line will be provided to prevent freezing if necessary.

One (1) 1.50" MNST x 0.75" FGHT-S adapter and one(1) 0.75" MGHT plug will be shipped with loose equipment for the customer to use garden hose connections on the water fill if necessary.

One (1) 0.75" swing handle water overflow valve will be located under the compartment next to the 1.50" water fill connection.

The 60 gallon tank will have one (1) 1.50" outlet provided on the tank to allow plumbing to the discharge(s).

Two (2) 0.75" tank drains will be provided. Either tank drain can be used to drain the entire tank. One (1) will be located near the agent tank within easy reach of the end user. One (1) will be located below compartment D6.

### **FOAM REFILL**

One (1) 0.75" FGHT-S connection and plug will be supplied on top of the agent tank to allow the end user to fill the system with foam.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

A fill funnel and storage bracket will be shipped with loose equipment to allow filling of the system without spilling foam. The storage bracket will be finished the same color as the interior of compartment D6.

### **AIR SUPPLY**

The self contained foam system will be powered by one (1) 6000 psi, 510cu ft breathing air bottle. The air bottle size will be 56.00" tall x 9.00" in diameter. The air bottle will be located above the torque box near the agent tank. The air bottle will be easily removable for hydro testing.

### **DISCHARGE SYSTEM**

A blend-air valve will be conveniently located to adjust the foam expansion ratio from 5:1 to 20:1 or more. The pressurization will be a quick opening valve on the low pressure side of the regulator allowing the system to be stored and transported without pressure until needed for fire fighting (Approx activation time is 5 sec).

Two (2) Akron manually controlled outlets will be provided off the main agent tank. One (1) 1.50" outlet will be located under compartment D6 as far forward as possible. One (1) 1.50" outlet will be located under compartment P6 as far forward as possible.

### **SELF CONTAINED FOAM SYSTEM CONTROLS**

The self contained foam system will have one (1) operator control panel for operating this system. The control panel will be painted/finished the same color as the body compartment interior. The control panel will be located in compartment D6 as far forward and high as possible. It will be organized in a vertical layout in front of the aerial boom notch within the D6 compartment. The control panel will not stick out past the aerial boom notch so it does not effect the transverse storage area within compartment D6. The body compartment lighting will illuminate the controls on the operators panel.

The control panel will have the following items on it.

- One (1) pressure gauge for the breathing air bottle.
- One (1) pressure gauge for the main agent tank pressure.
- One (1) pressure gauge for the regulator pressure.
- One (1) remote activation switch (this switch will open all of the air bottles to charge the main tank).
- One (1) adjustable high flow pressure regulator (0-400PSI).
- One (1) breathing air refill fitting (CGA677) with check valve for refilling the 6000psi breathing air bottle.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **PERFORMANCE**

The unit will be capable of discharging up to 1200 gpm of finished foam product. Duration time will be from 90 seconds to 6 minutes depending on the discharge rate. Foam coverage distance will be 75 feet or more.

### **TAGS**

Tags will be provided stating how to use the foam system as well as the recommended foam percentage rates to run in this system. Tags will be provided at the operator control panel and at the agent tank.

### **FOAM STORAGE BOTTLES**

There will be two (2) 32 oz semi-clear foam storage bottles installed in a metal holder with a cover, located above the torque box near the agent tank. The metal bottle holder will be painted the same color as the upper portion of the rear body.

### **HERCULES SELF CONTAINED FOAM SYSTEM TRAINING**

The fire department will order one (1) vehicle with this self contained foam system. A demonstration will be provided at the apparatus manufacturers facility on the operation of the system.

This demonstration will include:

- A review of the self contained foam system emphasizing key areas
- A walk around review of the system components on the finished truck
- A hands-on the self contained system start-up and discharge session

### **AIR HORN SYSTEM**

One (1) chrome finish, stutter tone, Grover, Model 1510, air horn approximately 24.50" long will be provided and recessed in the front bumper. The air horn system will be piped to the air brake system wet tank utilizing 0.38" tubing. A pressure protection valve will be installed to prevent the loss of air in the brake system.

### **Air Horn Location**

The air horn will be located on the left side of the bumper, towards the outside.

### **AIR HORN CONTROL**

The air horns will be actuated by a chrome push button located on the officer's side of the engine tunnel and by the horn button in the steering wheel. The driver will have the option to control the air horns or the chassis horns from the horn button by means of a selector switch located on the instrument panel.

### **ELECTRONIC SIREN**

A Whelen, Model: 295SLSC1, electronic siren with detachable noise canceling microphone will be provided.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

This siren to be active when the battery switch is on.

Electronic siren head will be recessed in the overhead console above the engine tunnel on the officer side.

The electronic siren will be controlled on the siren head only. No horn button or foot switches will be provided.

### **SPEAKER**

There will be one (1) Whelen®, Model SA315P, black nylon composite, 100-watt, speaker with through bumper mounting brackets and polished stainless steel grille provided. The speaker will be connected to the siren amplifier.

The speaker will be recessed in the left side of the front bumper, just outside of the frame rail.

### **MECHANICAL SIREN**

There will be a Federal Signal Model Q2B mechanical siren furnished on the front of the apparatus. The siren will be energized from a battery direct circuit through a 2-gauge cable to a solenoid that is energized from the emergency master switch. Additional customer selectable controls will be included for the momentary activation of this siren.

There will be a momentary siren brake switch provided in the cab on the switch panel.

The mechanical siren will be mounted recessed in the front grille. The siren mounting will include a reinforcement plate.

### **MECHANICAL SIREN CONTROLS**

The mechanical siren will be actuated by one (1) foot switch located on the driver's side as far to the left (close to the door) as possible and a push button switch on the officer's side.

### **SIREN MICROPHONE EXTENSION**

There will be a Whelen®, Model CCMICX20, 20 foot microphone extension provided.

A second siren brake switch will be installed on the officer side dash of cab. The switch will be a chrome push button style.

### **FRONT ZONE UPPER WARNING LIGHTS**

There will be two (2) 21.50" Whelen Freedom IV LED lightbars mounted on the cab roof, one (1) on each side, above the driver's and passenger's door, facing forward.

The driver's side lightbar will include the following:

- One (1) red flashing LED module in the outside end position.



# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

- One (1) red flashing LED module in the outside front corner position.
- One (1) 795 LED traffic light controller set to national standard high priority in the front positions.
- One (1) red flashing LED module in the inside front corner position.

The passenger's side lightbar will include the following:

- One (1) red flashing LED module in the inside front corner position.
- One (1) red flashing LED module in the inside front position.
- One (1) red flashing LED module in the outside front position.
- One (1) red flashing LED module in the outside front corner position.
- One (1) red flashing LED module in the outside end position.

There will be clear lenses and colored filters included on the lightbar.

The following switches may be installed in the cab on the switch panel to control the lightbars:

- a switch to control the flashing LED modules
- the traffic light controller will be by a cab switch with emergency master control
- there will be no momentary switch to activate the traffic light controller

The red flashing LED module in the inside front position may be load managed when the parking brake is applied.

### **FRONT ZONE LOWER WARNING LIGHTS**

There will be two (2) Whelen, Model M6\* LED flashing warning lights and two (2) Whelen, Model M6R LED steady burning warning lights installed on the cab face, above the headlights, mounted in a common bezel.

- The driver's side front outside warning light to be red.
- The driver's side front inside steady burning warning light to be red.
- The passenger's side front inside steady burning warning light to be red.
- The passenger's side front outside warning light to be red.

All four (4) lights will include a lens color that is the same as the LED's.

There will be a switch located in the cab, on the switch panel, to control the four (4) lights.

The driver's side inside lights may be load managed if colored or disabled if white, when the parking brake is set.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **HEADLIGHT FLASHER**

The high beam headlights will flash alternately between the left and right side.

There will be a switch installed in the cab on the switch panel to control the high beam flash. This switch will be live when the battery switch and the emergency master switches are on.

The flashing will automatically cancel when the hi-beam headlight switch is activated or when the parking brake is set.

### **SIDE ZONE LOWER LIGHTING**

There will be six (6) Whelen®, flashing LED warning lights with chrome trim installed per the following:

- Two (2) Model M6V2\*\*, combination warning and cornering/scene lights located, one (1) each side on the front cab corner. The side front lights to be red. The white LEDs will be provided as a cornering/scene light and mounted no higher than the low beam headlights.
- Two (2) Model M6\*\*, lights located one each side aft of crew cab doors. The side middle lights to be red.
- Two (2) Model M6V2\*\*, combination warning and cornering/scene lights located one each side in between the tandem, behind air bottle storage. The side rear lights to be red.
- The color of the lenses for the warning lights will be the same color as the LED's.

There will be a switch in the cab on the switch panel to control the warning lights.

The white LED cornering/scene lights will be wired so they activate and cancel when the battery switch is on, the headlight switch is on and with the directional light activation.

These LED cornering/scene lights will not be activated when the 4-way flashers are activated.

The LED cornering/scene lights may be load managed when the parking brake is applied.

### **INTERIOR CAB DOOR WARNING LIGHTS**

There will be four (4) Whelen®, Model 0S\*00FCR, amber LED flashing lights provided, one (1) light located inside of each cab and crew cab door pan, as far to the outside as practical. Each light will be activated by the door jam switch of the associated door. The lights will flash whenever the corresponding door is open.

### **SIDE WARNING LIGHTS**

There will be two (2) pairs of Whelen, Model RS\*03ZCR, LED flashing lights provided in the rub rail centered, one (1) each below D1, D4, P1 and P4.

The color of the lights will be amber.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

The lights will be provided with a Whelen, Model RFLANGEC, chrome plated ABS flange.

The lights will be provided with a clear lens.

These lights will be activated with the side warning switch.

The lights may be load managed when the parking brake is applied.

### **REAR ZONE LOWER LIGHTING**

There will be two (2) Whelen®, Model M6\*, LED flashing warning lights will be located at the rear of the apparatus.

- The driver's side rear light to be amber
- The passenger's side rear light to be red

Both lights will include a lens that is the same color as the LED's.

There will be a switch located in the cab on the switch panel to control the lights.

### **REAR OF HOSE BED WARNING LIGHTS**

There will be two (2) Whelen® Rota-Beam™, Model R316\*F, 4.00" high x 7.19" wide beacons with the same color domes as the LEDs provided.

The rear zone upper lights to be red on the driver side and amber on the officer side.

There will be a switch located in the cab on the switch panel to control the beacons.

### **TRAFFIC DIRECTING LIGHT**

There will be one (1) Whelen®, Model TAL65, 36.00" long x 2.87" high x 2.25" deep, amber LED traffic directing light installed at the rear of the apparatus.

The Whelen, Model TACTL5, control head will be included with this installation.

The auxiliary warning mode will be activated with the emergency master switch.

This traffic directing light will be mounted on top of the body below the turntable with a treadplate box at the rear of the apparatus.

The traffic directing light control head will be located in the driver side overhead switch panel in the right panel position.

### **ELECTRICAL SYSTEM GENERAL DESIGN FOR ALTERNATING CURRENT**

The following guidelines will apply to the 120/240 VAC system installation:

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **General**

Any fixed line voltage power source producing alternating current (ac) line voltage will produce electric power at 60 cycles plus or minus 3 cycles.

Except where superseded by the requirements of NFPA 1901, all components, equipment and installation procedures will conform to NFPA 70, National Electrical Code (herein referred to as the NEC).

Line voltage electrical system equipment and materials included on the apparatus will be listed and installed in accordance with the manufacturer's instructions. All products will be used only in the manner for which they have been listed.

### **Grounding**

Grounding will be in accordance with Section 250-6 "Portable and Vehicle Mounted Generators" of the NEC. Ungrounded systems will not be used. Only stranded or braided copper conductors will be used for grounding and bonding.

An equipment grounding means will be provided in accordance with Section 250-91 (Grounding Conductor Material) of the NEC.

The grounded current carrying conductor (neutral) will be insulated from the equipment grounding conductors and from the equipment enclosures and other grounded parts. The neutral conductor will be colored white or gray in accordance with Section 200-6 (Means of Identifying Grounding Conductors) of the NEC.

In addition to the bonding required for the low voltage return current, each body and driving or crew compartment enclosure will be bonded to the vehicle frame by a copper conductor. This conductor will have a minimum amperage rating of 115 percent of the nameplate current rating of the power source specification label as defined in Section 310-15 (amp capacities) of the NEC. A single conductor properly sized to meet the low voltage and line voltage requirements will be permitted to be used.

All power source system mechanical and electrical components will be sized to support the continuous duty nameplate rating of the power source.

### **Operation**

Instructions that provide the operator with the essential power source operating instructions, including the power-up and power-down sequence, will be permanently attached to the apparatus at any point where such operations can take place.

Provisions will be made for quickly and easily placing the power source into operation. The control will be marked to indicate when it is correctly positioned for power source operation. Any control device

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

used in the drive train will be equipped with a means to prevent the unintentional movement of the control device from its set position.

A power source specification label will be permanently attached to the apparatus near the operator's control station. The label will provide the operator with the following information:

- Rated voltage(s) and type (ac or dc)
- Phase
- Rated frequency
- Rated amperage
- Continuous rated watts
- Power source engine speed

Direct drive (PTO) and portable generator installations will comply with Article 445 (Generators) of the NEC.

### **Overcurrent protection**

The conductors used in the power supply assembly between the output terminals of the power source and the main over current protection device will not exceed 144.00" (3658 mm) in length.

For fixed power supplies, all conductors in the power supply assembly will be type THHW, THW, or use stranded conductors enclosed in nonmetallic liquid tight flexible conduit rated for a minimum of 194 degree Fahrenheit (90 degrees Celsius).

For portable power supplies, conductors located between the power source and the line side of the main overcurrent protection device will be type SO or type SEO with suffix WA flexible cord rated for 600-volts at 194 degrees Fahrenheit (90 degrees Celsius).

### **Wiring Methods**

Fixed wiring systems will be limited to the following:

- Metallic or nonmetallic liquid tight flexible conduit rated at not less than 194 degrees Fahrenheit (90 degrees Celsius)
- or
- Type SO or Type SEO cord with a WA suffix, rated at 600 volts at not less than 194 degrees Fahrenheit (90 degrees Celsius)

Electrical cord or conduit will not be attached to chassis suspension components, water or fuel lines, air or air brake lines, fire pump piping, hydraulic lines, exhaust system components, or low voltage wiring. In addition the wiring will be run as follows.

- Separated by a minimum of 12.00" (305 mm), or properly shielded, from exhaust piping

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

- Separated from fuel lines by a minimum of 6.00" (152 mm) distance

Electrical cord or conduit will be supported within 6.00" (152 mm) of any junction box and at a minimum of every 24.00" (610 mm) of continuous run. Supports will be made of nonmetallic materials or corrosion protected metal. All supports will be of a design that does not cut or abrade the conduit or cable and will be mechanically fastened to the vehicle.

### **Wiring Identification**

All line voltage conductors located in the main panel board will be individually and permanently identified. The identification will reference the wiring schematic or indicate the final termination point. When prewiring for future power sources or devices, the unterminated ends will be labeled showing function and wire size.

### **Wet Locations**

All wet location receptacle outlets and inlet devices, including those on hardwired remote power distribution boxes, will be of the grounding type provided with a wet location cover and installed in accordance with Section 210-7 "Receptacles and Cord Connections" of the NEC.

All receptacles located in a wet location will be not less than 24.00" (610 mm) from the ground. Receptacles on off-road vehicles will be a minimum of 30.00" (762 mm) from the ground.

The face of any wet location receptacle will be installed in a plane from vertical to not more than 45 degrees off vertical. No receptacle will be installed in a face up position.

### **Dry Locations**

All receptacles located in a dry location will be of the grounding type. Receptacles will be not less than 30.00" (762 mm) above the interior floor height.

All receptacles will be marked with the type of line voltage (120-volts or 240-volts) and the current rating in amps. If the receptacles are direct current, or other than single phase, they will be so marked.

### **Listing**

All receptacles and electrical inlet devices will be listed to UL 498, Standard for Safety Attachment Plugs and Receptacles, or other appropriate performance standards. Receptacles used for direct current voltages will be rated for the appropriate service.

### **Electrical System Testing**

The wiring and associated equipment will be tested by the apparatus manufacturer or the installer of the line voltage system.

The wiring and permanently connected devices and equipment will be subjected to a dielectric voltage withstand test of 900-volts for one (1) minute. The test will be conducted between live parts and the

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

neutral conductor, and between live parts and the vehicle frame with any switches in the circuit(s) closed. This test will be conducted after all body work has been completed.

Electrical polarity verification will be made of all permanently wired equipment and receptacles to determine that connections have been properly made.

### **Operational Test per Current NFPA 1901 Standard**

The apparatus manufacturer will perform the following operation test and ensure that the power source and any devices that are attached to the line voltage electrical system are properly connected and in working order. The test will be witnessed and the results certified by an independent third-party certification organization.

The prime mover will be started from a cold start condition and the line voltage electrical system loaded to 100 percent of the nameplate rating.

The power source will be operated at 100 percent of its nameplate voltage for a minimum of two (2) hours unless the system meets category certification as defined in the current NFPA 1901 standard.

Where the line voltage power is derived from the vehicle's low voltage system, the minimum continuous electrical load as defined in the current NFPA 1901 standard will be applied to the low voltage electrical system during the operational test.

### **GENERATOR**

The apparatus will be equipped with a complete AC (alternating current) electrical power system. The generator will be a Harrison Model 8.0MAS-16R/D-11011/15/1, 8,000 watt hydraulic driven unit.

The generator will be driven by a transmission power take off unit, through a hydraulic pump and motor.

The hydraulic engagement supply will be operational at any time (no interlocks).

An electric/hydraulic valve will supply hydraulic fluid to the clutch engagement unit provided on the chassis PTO drive.

### **Generator Instruments and Controls**

To properly monitor the generator performance a digital meter panel will be furnished and mounted near the circuit breaker panel.

### **GENERATOR LOCATION**

The generator will be permanently mounted above the torque box recessed above the D6/P6 transverse compt.

### **GENERATOR START**

There will be a switch provided on the cab instrument panel to engage the generator.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **CIRCUIT BREAKER PANEL**

The circuit breaker panel will be located high on the forward wall of compartment P6.

### **SPARE CIRCUIT BREAKER**

The circuit breaker panel will be furnished with two (2) circuit breakers, 120 volt 15 amp, as spares.

### **GROUND FAULT CIRCUIT INTERRUPTER**

The specified 120 volt option (2) 750 watt portable lights will be supplied with a ground fault circuit interrupter (GFCI) circuit breaker.

The total quantity will be two (2) circuit breakers.

The GFCI breakers will only be used in the branch circuits and will not be used as a "master" circuit breaker.

### **COVER**

A cover will be fabricated from aluminum 4-way. The cover will protect the generator hoses from such things as weather and objects being thrown in the cargo area.

### **GENERATOR OIL DRAIN**

There will be a generator hydraulic fluid drain provided to route the hydraulic fluid from the generator tank to under the body:

- One (1) valve will be installed in the tank
- One (1) valve will be installed under the body

### **AC POWERED TRIPOD LIGHTING**

There will be two (2) Whelen, ground tripod light assemblies installed on the apparatus.

The light head(s) will be Whelen, Model PCP2AP1, 150 watt 120 volt AC light(s) with switches on the light heads.

The painted parts of this light assembly to be black.

The light(s) will be installed on white ground portable tripods, located one (1) each side on top body catwalk above D2 and P2.

The light(s) selected above will include a 20 amp, 120 volt twist lock receptacle and plug.

### **REMOTE LIGHT SWITCH**

A remote on/off actuation switch with a green indicator light will be provided to actuate a 120/240 volt solenoid switch for each quartz light.



# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

The two (2) switches will be located in the cab at the driver position. The switches will control the lights above D2 and P2.

### **ELECTRIC CORD REEL**

Furnished with the 120 volt AC electrical system will be a Akron, ERWC-10-28 cord reel. The reel will be provided with a 12-volt electric rewind switch, that is guarded to prevent accidental operation and labeled for its intended use. The switch will be protected with a fuse and installed at a height not to exceed 72 inches above the operators standing position.

The reel will be capable holding 12/3 600 volt cable or 10/3 600 volt cable.

The reel will include the following features:

- Heavy-duty construction for durability
- All stainless steel hardware
- Rolled disc edges
- Live slip ring design
- Includes the gang box attached to the commutator
- Universal frame with four motor locations
- Meets NFPA requirements for reel overage of 10%

The exterior finish of the reel(s) will be powder coated silver from the reel manufacturer.

A captive roller assembly to be provided to aid in the payout and loading of the reel. A ball stop will be provided to prevent the cord from being wound on the reel.

A label will be provided in a readily visible location adjacent to the reel. The label will indicate current rating, current type, phase, voltage and total cable length.

A total of two (2) cord reels will be provided (1) in D4 and (1) in P4. Reels are to match 24837 within the compartment mounted on ceiling rearward.

The cord reel should be configured with three (3) conductors.

### **REEL WARRANTY**

The electric reel will come with a five (5) year warranty provided by the reel manufacturer.

### **CORD**

Provided for electric distribution will be two (2) lengths, one (1) for each reel, of 200 feet of black 10/3 electrical cord. A Hubbell L5-20, 20 amp, 120 volt, twist lock connector body will be installed on the end of the cord.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **PORTABLE JUNCTION BOX**

There will be two (2) Akron EJBX electric junction box(es) provided.

There will be a cable strain relief and a 1.00' pigtail with black plastic ribbed grip, NEMA L5-20, 20 amp, 120 volt twist lock plug and boot provided for each box.

Each box will be provided with the following:

- two (2) 15/20 amp 120 volt AC duplex straight blade receptacle with flip up covers
- two (2) 20 amp 120 volt AC twist lock single receptacles with flip up covers
- a 120 volt AC light inside the box

### **JUNCTION BOX HOLDER**

There will be an aluminum junction box holder installed adjacent to the cord reel. A total of two (2) will be mounted at pick-up.

### **120 VOLT RECEPTACLE**

There will be five (5), 15/20 amp 120 volt AC three (3) wire straight blade duplex receptacle(s) with interior stainless steel wall plate(s), installed (1) in P2 left inside wall, (1) in P4 left inside wall, (1) in P6 right inside of wall, (1) in D1 left inside wall, (1) in D6 right inside wall. The NEMA configuration for the receptacle(s) will be 5-20R.

The receptacle(s) will be powered from the shoreline inlet.

There will be a label installed near the receptacle(s) that state the following:

- Line Voltage
- Current Rating (amps)
- Phase
- Frequency
- Power Source

### **FOUR (4)-SECTION 105 FOOT AERIAL LADDER**

#### **CONSTRUCTION STANDARDS**

The ladder will be constructed to meet all of the requirements as described in the current NFPA 1901 standards.

The aerial device will be a true ladder type device; therefore ladders attached to booms will not be considered.

These capabilities will be established in an unsupported configuration.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

All structural load supporting elements of the aerial device that are made of a ductile material will have a design stress of not more than 50% of the minimum yield strength of the material based on the combination of the live load and the dead load. This 2:1 structural safety factor meets the current NFPA 1901 standard.

All structural load supporting elements of the aerial device that are made of non-ductile material will have a design stress of not more than 20% of the minimum ultimate strength of the material, based on the combination of the rated capacity and the dead load. This 5:1 safety factor meets the current NFPA 1901 standard.

Wire ropes and attaching systems used to extend and retract the fly sections will have a 5:1 safety factor based on the ultimate strength under all operating conditions. The factor of safety for the wire rope will remain above 2:1 during any extension or retraction stall. The minimum ratio of the diameter of wire rope used to the diameter of the sheave used will be 1:12. Wire ropes will be constructed of seven (7) strands over an inner wire core for increased flexibility. The wire rope will be galvanized to reduce corrosion.

The aerial base pivot bearings will be maintenance free type bearings and require no external lubrication.

The aerial device will be capable of sustaining a static load one and one-half times its rated tip load capacity (live load) in every position in which the aerial device can be placed when the vehicle is on a firm level surface.

The aerial device will be capable of sustaining a static load one and one-third times its rated tip load capacity (live load) in every position the aerial device can be placed when the vehicle is on a slope of five degrees downward in the direction most likely to cause overturning.

With the aerial device out of the cradle in the in the fully extended position at zero degrees elevation, a test load will be applied in a horizontal direction normal to the centerline of the ladder. The turntable will not rotate and the ladder will not deflect beyond what the product specification allows.

All welding of aerial components, including the aerial ladder sections, turntable, pedestal, and outriggers, will be in compliance with the American Welding Society standards. All welding personnel will be certified, as qualified under AWS welding codes.

The aerial device will be capable of operating with the maximum rated tip load in either of the two (2) following conditions:

- Conditions of high wind up to 50 mph
- Conditions of icing, up to a coating of .25" over the entire aerial structure

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

All of the design criteria must be supported by the following test data:

- Strain gage testing of the complete aerial device
- Analysis of deflection data taken while the aerial device was under test load

The following standards for materials are to be used in the design of the aerial device:

- Materials are to be certified by the mill that manufactured the material
- Material testing that is performed after the mill test will be for verification only and not with the intent of changing the classification
- All welded structural components for the ladder will be traceable to their mill lots.

### **LADDER CONSTRUCTION**

The ladder will be comprised of four sections.

The ladder will have the capability to support a minimum of 500 pounds at the tip in the unsupported configuration, based upon 360 degree rotation, up to full extension and from -8 degrees to +75 degrees.

The ladder (handrails, baserails, trusses, K-braces and rungs) will be constructed of high strength low alloy steel, minimum 70,000 pounds per square inch yield, with full traceability on all structural members.

Each section will be trussed diagonally, vertically and horizontally using welded steel tubing.

All ladder rungs will be round and welded to each section utilizing "K" bracing for torsional rigidity.

The inside width dimensions of the ladder will be:

- Base Section 39.00"
- Inner-Mid Section 32.25"
- Outer-Mid Section 26.62"
- Fly Section 21.62"

The height of the handrails above the centerline of the rungs will be:

- Base Section 26.75"
- Inner-Mid Section 22.87"
- Outer-Mid Section 20.25"
- Fly Section 17.50"

The ladder will be designed to provide continuous egress for firefighters and civilians from an elevated position to the ground. The end of the fly section will be constructed in a manner that aids personnel who are climbing off the ladder.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

The egress section will be designed to maintain the rated load of the aerial device. It will be bolted on for easy replacement.

### **VERTICAL HEIGHT**

The ladder will extend to a minimum height of 105' above the ground at full extension and elevation. The measurement of height will be consistent with NFPA standards.

### **HORIZONTAL REACH**

The rated horizontal reach will be a minimum of 100'. The measurement of horizontal reach will be consistent with NFPA standards.

### **TURNTABLE**

The upper turntable assembly will connect the aerial ladder to the turntable bearing. The steel structure will have a mounting position for the aerial elevation cylinders, ladder connecting pins, and upper turntable operator's position.

The turntable will be a 1.00" thick steel deck, coated with a non-skid, chemical resistant material in the walking areas. The stepping surfaces will meet the skid-resistance requirements of the current NFPA 1901 standard.

The turntable platform will be approximately 95.00" wide x 84.50" long.

The turntable handrails will be a minimum 42.00" high and will not increase the overall travel height of the vehicle. The handrails will be constructed from aluminum and have a slip resistant knurled surface.

### **ELEVATION SYSTEM**

Two (2) double acting lift cylinders will be utilized to provide smooth precise elevation from 8 degrees below horizontal to 75 degrees above horizontal.

The lift cylinders will have a 6.00" internal diameter (bore), .50" wall thickness, 4.50" diameter cylinder rod and a 34.84" stroke.

The lift cylinders will be equipped with integral holding valves located on the cylinder to prevent the unit from falling should the charged lines be severed at any point within the hydraulic system.

The lift cylinders will be mounted utilizing maintenance free spherical bearings on both ends of the cylinders. The bearings will help reduce pin wear.

Ladder tip speed is automatically decelerated when the angle is above 60 degrees, reducing "tip-lash".

The pivot pins will be stainless steel with greaseless bushings and will be 2.25" in diameter. All elevation pins will be stainless steel with greaseless ladder pivot pins.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **EXTENSION/RETRACTION SYSTEM**

A full hydraulic powered extension and retraction system will be provided using two (2) hydraulic cylinders and wire ropes.

Each cylinder is capable of operating the ladder in the event of a failure to the other.

The extension cylinder will have a 3.00" internal diameter (bore), 1.75" diameter rod and a 134.00" stroke.

Extension and retraction will be internally limited within the cylinders, eliminating excess strain on wire ropes, sheaves and the ladder structure.

Each of the cylinders, wire ropes and sheave assemblies will be completely independent of the other, so as to provide a safety factor wherein a failure of one assembly will not affect the function and operation of the other.

The extension cylinders will be equipped with integral holding valves to prevent the unit from retracting should the charged lines be severed at any point within the hydraulic system.

The extension cylinders will be mounted utilizing maintenance free spherical bearings.

The cylinders will also have internal deceleration valves to cushion the movement of the cylinder when approaching full extension or retraction.

The reeling of the wire rope will be such as to provide synchronized, simultaneous movement of all sections to full extension.

The extension/retraction wire ropes will be: 7-flex galvanized wire rope with stainless steel threaded ends and will have the following characteristics:

- Lower mid Section .50" diameter with 26,200lb nominal design strength
- Mid Section.38" diameter with 14,880lb nominal design strength
- Fly Section.31" diameter with 10,380lb nominal design strength

Wear pads that are made of polymer material will be used between the telescoping sections for maximum weight distribution, strength and smoothness of operation.

Adjustment screws will be provided on the wear pads to permit proper side alignment.

All sheaves will be plastic and greaseless and all sheave pins and pivot pins will be polished stainless steel.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **ROTATION SYSTEM**

A 46.00" diameter, external tooth, monorace, slewing ring bearing will be used for the rotation system. The gear teeth will be stub tooth form.

The bearing will provide 360 degree continuous rotation.

The turntable will be bolted to the bearing using 36 SAE Grade 8, .875" diameter bolts.

To secure the bearing to the torque box, 36 Grade 8, .875" diameter bolts will be used.

The turntable base and the torque box bearing plate will be machined flat, within .007" thereby providing even distribution of forces.

Two hydraulically driven planetary gear boxes will be used to provide infinite and minute rotation control throughout the entire rotational travel.

Each planetary gearbox will have a torque rating of 130,000 pounds per inch.

Each planetary gearbox will have a spring applied, hydraulically released disc type swing brake to provide positive braking of the turntable assembly.

### **ROTATION INTERLOCK**

A permanently installed prevention mechanism will be provided as part of the rotation system to prevent the rotation of the aerial device to the side in which the stabilizers have not been fully deployed or are short-jacked.

The mechanism will allow full and unrestricted use of the aerial in the 180 degree area on the side(s) where the stabilizers have been fully deployed.

The system will also have a manual override to comply with NFPA 1901.

### **TORQUE BOX**

A "torsion box" subframe will be installed between the two (2) sets of stabilizers.

The torque box will be constructed of .312" thick (minimum) steel plate (50,000 pounds per square inch yield) with steel tubing reinforcement on each side of the box in the turntable area.

The torque box subframe assembly is capable of withstanding all torsional and horizontal loads when the unit is on the stabilizers.

The torque box will be bolted to the chassis frame rails using 20 SAE Grade 8, .750" bolts with nuts.

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **LOAD CAPACITIES**

The following load capacities will be established, with the stabilizers at full horizontal extension and placed in the down position, to level the truck and to relieve the weight from the tires and axles.

Capacities will be based upon full extension and 360 degree rotation.

A load chart, visible at the operator's station, will be provided. The load chart will show the recommended safe load at any condition of the aerial device's elevation and extension.

### **50 MPH WIND CONDITIONS/WATERWAY DRY**

Degrees of Elevation	-8 to 9	10 to 19	20 to 29	30 to 39	40 to 49	50 to 59	60 to 69	70 to 75
Egress	500	500	500	500	500	500	500	500
Fly	-	-	-	-	250	250	750	1000
Upper Mid	-	-	-	250	250	500	1000	1000
Lower Mid	-	-	250	250	500	750	1000	1000
Base	-	250	500	500	750	1000	1000	1000

### **50 MPH WIND CONDITIONS/WATERWAY CHARGED**

Degrees of Elevation	-8 to 9	10 to 19	20 to 29	30 to 39	40 to 49	50 to 59	60 to 69	70 to 75
Egress	500	500	500	500	500	500	500	500
Fly	-	-	-	-	-	250	500	750
Upper Mid	-	-	-	-	250	500	750	1000
Lower Mid	-	-	-	250	500	750	1000	1000
Base	-	-	250	500	750	1000	1000	1000

**Reduced loads at the tip can be redistributed in 250 lb. increments to the fly, mid, or base sections as needed.**

**The tip capacity will be reduced to zero when flowing water with the nozzle above the waterway centerline.**

### **BOOM SUPPORT**

A heavy duty boom support will be provided for support of the ladder in the travel position. On the base section of the ladder, a stainless steel scuffplate will be provided where the ladder comes into contact with the boom support.

### **MODIFICATION, TORQUE BOX**

The torque box will be modified to accommodate the raised rear substructure.

### **AERIAL BOOM SUPPORT LIGHT**

There will be one (1) Amdor, Model Luma Bar H2O, white LED strip light mounted on the boom support cradle. This light will be activated when the aerial master switch is activated.



# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

The boom support will be located just to the rear of the chassis cab, recessed into the transverse compartment in place of pump.

### **MODIFIED TORQUE BOX**

The torque box will be modified to accommodate special location for the hydraulic tank. There will be a special bottom plate on the torque box to accommodate the hydraulic tank location.

### **AERIAL BOOM PANEL**

There will be one boom panel provided on each side of the aerial ladder base section. The boom panel will be painted Red #644. Customer requests that NO bolts show on the exterior of the panel per job 29770.

The boom panels will be designed so no mounting bolts are in the face of the panel. This will keep the lettering surface free of holes.

### **EXTENSION INDICATOR**

Extension markings and corresponding numerical indicators will be provided along each inside and outside top rail of the base section of the aerial every 10'. They will indicate various positions of extension up to full. Markings and indicators will be clearly visible to the console operator. To aid in visibility during hours of darkness, the markings and numerical indicators will be red reflective material.

### **FOLDING STEPS**

One (1) set of folding steps will be provided at the tip of the ladder. An additional set of folding steps will be provided at the base of the fly section. The steps will be bright finished, non-skid with a luminescent coating that is rechargeable from any light source and can hold a charge for up to 24 hours. Each step will incorporate an LED light to illuminate the stepping surface.

### **AERIAL DEVICE RUNG COVERS**

Each rung will be covered with a secure, heavy-duty, fiberglass pultrusion that incorporates an aggressive, no-slip coating.

The rung covers will be glued to each rung, and will be easily replaceable should the rung cover become damaged.

The center portion of each rung cover will be black and the outside 2.00" edge at each side will be safety yellow.

Under no circumstances will the rung covers be fastened to the rungs using screws or rivets.

The rung covers will have a 10-year, limited warranty.

### **RUBBISH HOOK MOUNTING BRACKET**

Mounting will be provided near the end of the fly section of the aerial ladder for a rubbish hook.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

The bracket will be sized to hold a Nupla 8' roof vent rubbish hook with D handle.

### **LIMITED RETRACTION**

The aerial device will have limited retraction.

### **TEMPORARY SCABBARD AT END OF AERIAL**

There will be a total of two (2) vent saw scabbard(s) provided. The scabbard(s) will be mounted on each side of the aerial egress. The scabbard(s) will be DA finished.

### **PIKE POLE MOUNTING BRACKETS**

Mounting will be provided near the end of the fly section of the aerial ladder for one (1) pike pole(s).

The bracket will be sized to hold a Fire Hooks Unlimited 10' pike pole.

### **LADDER STORAGE MOUNTING BRACKETS**

There will be D/A finished brackets provided near the end of the fly section of the aerial for mounting a roof ladder.

The mounting brackets will accommodate a 14' Duo-Safety 775-DR, 16.00" wide roof ladder as determined by the type of aerial device and the available space.

### **LIGHTS FOR TURNTABLE WALKWAY**

There will be white LED lights provided at the aerial turntable. The lights will be located to illuminate the entire walking surface of the turntable including the area around the turntable console. These lights will be activated by the aerial master switch.

### **TURNTABLE CONSOLE LIGHTING**

There will be one (1), TecNiq Model T10, white LED light strip mounted in the turntable console cover to illuminate the controls located on both the upper and lower portion of the turntable control station. These lights will be activated by the aerial master switch.

### **EYELETS FOR ROPE TIE OFF POINTS**

Two (2) hoist ring forged eyelets will be mounted on the cross tube near the front edge of the turntable, one on driver side and one on passenger side to be used as a rope tie off point. The rope tie off point is for use on the side of the turntable only, not up the aerial device.

The rating on each eyelet will have a maximum of 1000 lb.

### **ROTATION BEARING COVER**

An aluminum treadplate cover will be fitted over the aerial rotation bearing and drive pinion gear(s). The cover will be attached to the underside of the turntable deck.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **CONTROL STATION COVER**

The cover provided at the turntable control station will be made taller than standard to allow the intercom controls, speaker and 120 volt tip light switch to be installed under the cover.

### **EYELETS FOR ROPE TIE OFF POINTS**

Two (2) eyelets will be mounted near the edge at the rear edge of the turntable to be used in as a rope tie off point. Eyelets will be provided that are approximately 10.00" off the center on each side. They will be spaced as not to interfere with handrail mounting.

The rating on each of these eyelets will be no more than 1000 lbs.

### **TURNTABLE CONTROL STATION**

There will be a turntable control station located on the left hand side of the turntable so the operator will be able to easily observe the ladder tip while operating the controls. The controls will permit the operator to regulate the speed of the aerial functions within safe limits (as determined by the manufacturer and NFPA standards). The controls will be clearly marked and lighted for nighttime operation. A hinged aluminum cover will be provided. The momentary foot switch located at the turntable control station will activate the aerial function controls. They are capable of being operated independently or simultaneously.

The following controls and indicator lights will be clearly identified, illuminated, and conveniently located for ease of operation and viewing:

- Elevation, extension/retraction, and rotation controls
- High idle switch
- Rung alignment indicator light
- Tip/Tracking lights switch
- Hydraulic system pressure gauge
- Indicator/Alarm test switch
- EPU switch and light
- Operator's load chart
- Stabilizer Not Fully Extended indicator light
- Monitor controls
- Aerial waterway flow meter

### **STABILIZER CONTROL STATION**

There will be two (2) easily accessible control stations, one (1) for driver side stabilizers and one (1) for passenger side stabilizers, located at the rear of the apparatus.

The following controls and indicator lights will be clearly identified, illuminated, and conveniently located for ease of operation and viewing at each of the control stations except where otherwise noted:

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

- Left Rear Stabilizer Firm On Ground indicator light (driver side panel only)
- Left Rear Stabilizer Fully Extended Indicator light (driver side panel only)
- Left Rear Stabilizer In/Out switch (driver side panel only)
- Left Rear Stabilizer Up/Down switch (driver side panel only)
- Left Front Stabilizer Firm On Ground indicator light (driver side panel only)
- Left Front Stabilizer Fully Extended indicator light (driver side panel only)
- Left Front Stabilizer In/Out switch (driver side panel only)
- Left Front Stabilizer Up/Down switch (driver side panel only)
- Right Rear Stabilizer Firm On Ground indicator light (passenger side panel only)
- Right Rear Stabilizer Fully Extended indicator light (passenger side panel only)
- Right Rear Stabilizer In/Out switch (passenger side panel only)
- Right Rear Stabilizer Up/Down switch (passenger side panel only)
- Right Front Stabilizer Firm On Ground indicator light (passenger side panel only)
- Right Front Stabilizer Fully Extended indicator light (passenger side panel only)
- Right Front Stabilizer In/Out switch (passenger side panel only)
- Right Front Stabilizer Up/Down switch (passenger side panel only)
- Hydraulic emergency power switch
- High idle switch

### **STABILIZERS**

The vehicle will come equipped with a stabilization system consisting of four (4) hydraulically operated out and down style stabilizers. This system will meet or exceed all requirements of the NFPA specifications related to stabilization and setup on sloped surfaces.

The stabilizer/leveling jacks will have a maximum spread of 14' measured from the centerline of the jack footpads when the beams are fully extended. The beams will be 6.88" wide x 9.00" high with 3/4" thick top and bottom plates and 1/2" thick sides of 100,000-PSI minimum yield strength steel. The cylinders will have pilot-operated check valves with thermal relief designed to insure that the beams will not drift out of the stowed position during travel. Wear pads will guide the stabilizers.

The horizontal extension cylinders will be totally enclosed within the beams and will incorporate telescoping hydraulic tubing to supply the jack cylinder hydraulic power. Stabilizer hydraulic hoses will remain stationary during operation of the stabilizers to prevent hose wear and potential failure. The cylinders will be equipped with decelerators to reduce the speed of extension and retraction when the beams are near the fully retracted and extended positions. The stabilizer extension hydraulic cylinders will have the following dimensions: 2.25" bore, 1.38" rod, and 39.25" stroke.

The vertical jack cylinders will be capable of 18.00" ground penetration. The cylinders will be supplied with pilot operated check valves on each jack cylinder to hold the cylinder in the stowed or working

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

position, should a charged line be severed at any point in the hydraulic system. For safety, the integral holding valves will be located in the cylinder base end, NOT in the transfer tube. Vertical jack cylinder rods will be fully enclosed by a telescoping inner box to protect the cylinder rods from damage. The stabilizer jack hydraulic cylinders will have the following dimensions: 4.25" bore, 3.00" rod, and 34.88" stroke.

Each stabilizer jack will have a polished stainless steel shield. The stainless steel shield will be a maximum of 14.00" wide so as to allow the extension of the stabilizer between parked cars or other obstacles. This plate will serve as a protective guard and a mounting surface for warning lights. The top, forward, and rear edges will be flanged back 90 degrees for added strength.

### **STABILIZER PADS**

The stabilizer footpad will be 12.00" in diameter. The footpad will be attached to the jack cylinder rod by means of a machined ball at the end of the jack cylinder rod which mates to a socket machined into the footpad. The footpad will have the ability to pivot 20 degrees from horizontal in any direction to allow setup on uneven terrain.

### **AUXILIARY STABILIZER PADS**

An auxiliary ground pad will be supplied for each stabilizer to provide additional load distribution on soft surfaces. The pads will be 31" x 26" and made from a lightweight composite material. The ground pressure will not exceed 75 pounds per square inch when the ground pads are used and the apparatus is fully loaded and the aerial device is carrying its rated capacity in any position. The pads will be stored in a double stacked configuration, two (2) behind each rear tandem axle in a single bracket.

### **STABILIZER CONTROLS**

An electrically controlled hydraulic valve will power stabilizer movement. The valve can also be manually controlled in the event of electrical malfunction. Hydraulic power override controls will be incorporated into the valve. The manual override mechanism will be completely sealed within the valve assembly to prevent any possibility of corrosion.

The stabilizer controls will be located to provide the operator with a full view of each stabilizer being positioned. Each stabilizer control panel will include the following:

- In/out stabilizer beam control toggle switch
- Up/down stabilizer jack control toggle switch
- Emergency hydraulic power unit (EPU) control toggle switch
- High idle control toggle switch
- Stabilizer fully extended LED indicator lights
- Stabilizer planted LED indicator lights

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

As a safety device, an electrically actuated diverter valve will be provided. The hydraulic power will be diverted to the aerial ladder controls automatically the instant all stabilizer jacks are firmly planted on the ground. Once the aerial ladder is raised from the bedded position, the stabilizer hydraulic power is cut off so the stabilizers will not accidentally be moved while the aerial is being operated.

To aid in leveling the unit, two bubble type angle indicators will be located near the stabilizer controls. One indicator will show the angle of the truck from the front to rear and the other will show the side to side angle of the truck. The indicators will be color coded green to show when the truck has been properly leveled allowing the aerial device to be operated at full capacity.

A stabilizer deployment audible warning alarm will be provided at each side of the body, activated by the stabilizer movement.

A "Stabilizers Not Stowed" indicator light will be provided in the cab within view of the driver. It will illuminate automatically whenever the stabilizers are not fully stowed to prevent damage to the vehicle if it is moved. The stabilizer system will also be wired to the "Do Not Move Truck" indicator light. This light will flash whenever the apparatus parking brake is not engaged and the stabilizers are not fully stowed.

### **STABILIZER PINS**

The stabilizer jacks will not have holes for the stabilizer pins.

### **STABILIZER CONTROL BOX SMOOTH ALUMINUM DOOR**

Vertically hinged smooth aluminum doors will be provided over each stabilizer control box. The doors will be hinged inboard.

### **STABILIZER PLACEMENT**

There will be four (4) lasers provided and installed on the body, one (1) next to each stabilizer. The lasers will be activated with the aerial master switch and park brake set and will provide a flashing green X on the ground to show where the outrigger pads need to be set. Laser may not be visible in direct sunlight. The individual lasers will be turned off when a stabilizer is extended beyond its stowed position as well as when the parking brake is released or the aerial master is turned off.

### **STABILIZER PADS, MODIFIED LOCATION**

The auxiliary stabilizer pads will be relocated to one (1) under D1, one (1) under D4, one (1) under P1 and one (1) under P6.

### **HYDRAULIC SYSTEM**

All hose assemblies will be assembled and crimped by the hose manufactures certified technician. An assembly cell will be located on the premises where the technician can perform audits of the final aerial assembly for proper fitting torque and hose routing.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

All manufacturing employees responsible for the installation of hydraulic components will be properly trained. Training will include: proper handling, installation, torque requirements, cleanliness and quality control procedures for hydraulic components.

Hoses used in the aerial hydraulic system will be of a premium quality hose with a high abrasion resistant cover. All pressure hoses will have a working pressure of 4000 psi. and a burst pressure rating of 16,000 psi.

The hydraulic oil will be a premium Multi-Vis product that will have a leading edge additive package, provide oxidation stability, be extremely shear stable, and have maximum anti-wear properties. All oil delivered to the manufacturing site will have a minimum ISO cleanliness level of 18/15/13.

Each aerial will be evaluated as to the region and climate where it will be used to determine the optimum viscosity and proper oil grade. Oil viscosity will be based on an optimum range of 80 to 1000 SUS during normal aerial use. Before shipment of the unit, an oil sample will be taken and analyzed to confirm the oil is within the allowable ISO grade tolerance.

The aerial hydraulic system will have a minimum oil cleanliness level of ISO 18/15/13 based on the ISO 4406:1999 cleanliness standard. Each customer will receive a certificate of actual cleanliness test results and an explanation of the rating system.

Each aerial will include an oil sample port, identified with a yellow dust cap and a label, for subsequent customer testing.

Ball valves will be provided in the hydraulic suction and return lines to permit component servicing without draining the oil reservoir.

The system hydraulic pressure will be displayed on a 2.5" liquid filled gauge, located on the control console.

The hydraulic system will be additionally protected from excessive pressure by a secondary pressure relief valve set at 3150 psi. In the event the main hydraulic pump compensator malfunctions, the secondary relief will prevent system damage.

### **HYDRAULIC CYLINDERS**

All cylinders used on the aerial device will be produced by a manufacturer that specializes in the manufacture of hydraulic cylinders.

Each cylinder will include integral safety holding cartridges.

Each cylinder will be designed to a minimum safety factor of 4:1 to failure.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

All safety holding cartridges will be installed at the cylinder manufacturer, in a controlled clean environment to avoid possible contamination and or failure.

### **HYDRAULIC PUMP**

The hydraulic system will be supplied by a variable displacement, load and pressure compensating piston pump. The pump will meet the demands of all three (3) simultaneous aerial functions. The pump will provide proper flow for a single aerial function with the engine at idle speed. A switch will be provided on the control console to increase the engine speed for multiple function operation.

### **EMERGENCY PUMP**

The aerial will be equipped with an emergency hydraulic pump, electrically driven from the truck batteries. The pump will be capable of running for 30 minutes for limited aerial functions to stow the unit in case of a main pump or truck system failure. A momentary switch will be located at the stabilizer and aerial control locations to activate the emergency pump.

### **AERIAL CONTROL VALVE**

The aerial hydraulic control valve will be designed with special spool flows, limiting the oil flow for the designed function speed. The valve will be manually controlled and be located in the control console with the handles protruding through the operating surface for operation. The activation handles will be spaced a minimum of 3.5" for ease of operation.

### **OIL RESERVOIR**

The oil reservoir will have a minimum capacity of 38 gallons. The oil fill location will be easily accessible and be labeled "Hydraulic Oil Only" and also indicate the grade of oil that is installed in the reservoir. The fill will have a desiccant breather filter with a water capacity of 4 fluid ounces and a 5 micron rating. A drain hose will be included and will terminate with a quarter turn ball valve. Two (2) suction ports will be provided, one (1) for the main hydraulic pump and one (1) for the emergency pump. The main suction will be slightly elevated off the bottom of the reservoir and include a 100 mesh suction strainer. The emergency suction port will be closer to the bottom of the reservoir to provide some reserve oil for emergency operation. A six (6) disc type magnetic drain will also be provided to collect any ferrous contaminants. A float type sending unit in the reservoir will provide an indication of oil level on an electric gauge mounted adjacent to the fill location.

### **HIGH PRESSURE FILTER**

The pressure filter will be rated for 6,000 psi working pressure and generously sized for efficiency and capacity. A 90 psi bypass spring will be included to protect the element and hydraulic system during lower than normal system operating temperatures.

The 5Q filter element will be constructed of a micro glass medium, which has the highest capture efficiency, dirt holding capacity and life expectancy over other media such as cellulose and synthetic.



# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

The nominal rating will be 5 micron and have an efficiency rating of 99.3 % for 5 micron sized particles. The element will have a dirt holding capacity of not less than 35 grams.

### **RETURN FILTER**

The return filter will be rated for 800 psi working pressure and generously sized for efficiency and capacity. A 25 psi bypass spring will be included to protect the element and hydraulic system during lower than normal system operating temperatures. The 5Q filter element will be constructed of a micro glass medium, which has the highest capture efficiency, dirt holding capacity and life expectancy over other media such as cellulose and synthetic. The nominal rating will be 5 microns and have an efficiency rating of 99.6% for 5 micron sized particles. The element will have a dirt holding capacity of not less than 40 grams.

### **HYDRAULIC SWIVEL**

The aerial ladder will be equipped with a high pressure hydraulic swivel which will connect the hydraulic lines from the hydraulic pump and reservoir, through the rotation point, to the aerial control bank. The hydraulic swivel will allow for 360-degree continuous rotation of the aerial.

### **ELECTRIC SWIVEL**

The ladder will be equipped with an electric swivel to allow 360-degree rotation of the aerial while maintaining connections in all electrical circuits through the rotation point. A minimum of 32 collector rings that are capable of supplying 30-amp continuous service will be provided. All collector rings will be enclosed and protected against condensation and corrosion.

### **ELECTRICAL SYSTEM**

The aerial electrical system will be designed and manufactured in such a way that the power and signal protection and control compartments will contain circuit protection devices and power control devices. The power and signal protection and control components will be protected against corrosion, excessive heat, excessive vibration, physical damage, and water spray.

The aerial electrical system will be designed and manufactured to allow the following:

- All of the serviceable components will be readily accessible.
- Circuit protection devices will be utilized to protect each circuit.
- All circuit protection devices will be sized to prevent wire and component damage when subjected to extreme current overload.
- General protection circuit breakers will be Type-I automatic reset (continuously resetting) or Type-II (manual resetting) and conform to SAE requirements. When required, automotive type fuses conforming to SAE requirements will be utilized to protect electronic equipment.
- Power control relays and solenoids, when utilized, will have a direct current (dc) rating of 125% of the maximum current for which the circuit is protected.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

The aerial electrical system will be designed and manufactured to allow the following:

- Toggle switches will be utilized that are certified for the outside conditions that fire apparatus experience.
- All wiring will be protected through conduit or loom.
- All wiring harnesses will be properly supported to eliminate harness damage through rubbing.
- An inductive proximity switch and illumination light will be incorporated into the boom support.
- The aerial master and aerial PTO can be engaged after the water pump has been engaged without having to bring the RPM back to idle.
- Standard cabling to the tip of the aerial will consist of one (1) 16/20 cable and one (1) 12/8 cable.

### **DRIVER SIDE TORQUE BOX POWER DISTRIBUTION PANEL**

A fuse and relay panel, located behind the driver side stabilizer, will include the following:

- NEMA 4x rated weatherproof enclosure
- Relays, fuses, and circuit breakers for aerial and stabilizer interlocks and control switches

### **TURNTABLE LIGHTING**

The turntable will be lighted for nighttime operation with a minimum of two (2) work lights activated by the aerial master switch. A foot switch will be located at the turntable console to allow hydraulic flow to the aerial device. The foot switch will be protected by a cover to prevent accidental activation.

Activation of the foot switch is necessary for aerial device operation.

### **TURNTABLE CONSOLE**

The following switches and indicator lights will be standard on the turntable console:

- High idle on/off switch
- Tip/Tracking light switch
- Indicator and alarm test switch
- Emergency hydraulic power switch
- STABILIZERS NOT FULLY EXTENDED amber indicator light
- Rung alignment green indicator light

The turntable console will be lighted for nighttime operation with one (1) work light activated by the aerial master switch. A fuse panel will be located in the turntable console.

### **TURNTABLE OVERRIDE CONTROLS**

The aerial manual override controls will be located in the turntable control console.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **MASTER OVERRIDE CONTROLS**

An emergency power switch will be located at the rear of the apparatus. The switch will activate the emergency power unit and allow control of the aerial or stabilizers based on the direction the switch is toggled.

A work light will be provided to illuminate the master override controls when the battery switch is active and the master override door is open.

### **BOOM SUPPORT**

A Turck inductive proximity switch will be provided on the boom support to detect if the aerial device is fully stowed within the boom support.

### **STABILIZER INDICATOR**

A "Stabilizers Not Stowed" indicator will be provided in the driver's compartment. It will illuminate automatically whenever the stabilizers are not fully stowed, to prevent damage to the apparatus if moved. The stabilizer system will also be wired to the "Do Not Move" indicator light, which will flash whenever the apparatus parking brake is not fully engaged and the stabilizers are not fully stowed.

### **CRADLE INTERLOCK SYSTEM**

A cradle interlock system will be provided to prevent the lifting of the aerial from the nested position until the operator has positioned all the stabilizers in a load supporting configuration. A switch will be installed at the cradle to prevent operation of the stabilizers once the aerial has been elevated from the nested position.

### **STABILIZER ALARM**

An electronic warning device will be provided at each stabilizer to warn personnel that the stabilizers are being deployed. Each alarm will produce a fast pulsing 90 DBA signal and will cancel only when the stabilizer is put into a load bearing configuration.

### **STABILIZER SCENE LIGHTS**

A 4.00" clear floodlight will be provided on each stabilizer to illuminate the surrounding area. The light will be actuated by the aerial master switch.

### **SPOTLIGHTS**

There will be six (6) Whelen® Micro Pioneer, Model MPB\*, 12 volt DC LED bail mount lights furnished.

- One (1) will be mounted on the driver's side of the base section of the ladder
- One (1) will be mounted on the passenger's side of the base section of the ladder
- One (1) will be mounted high on the driver's side tip of aerial
- One (1) will be mounted high on the passenger's side tip of aerial

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

- One (1) will be mounted low on the driver's side tip of the aerial
- One (1) will be mounted low on the passenger's side tip of the aerial

The painted parts of this light assembly to be black.

Power to the "tracking lights" will be controlled by an on/off switch at the turntable control operator's position.

The lights at the tip will be controlled by platform/tip and turntable.

### **LIGHTING ON AERIAL LADDER**

There will be TecNiq, Model D02 LED rung lighting provided on both sides of the aerial ladder base, lower and upper mid, and fly sections. The lighting will be located adjacent to the ladder rungs along the lower rail of the ladder sections and will run the length of the ladder section.

The color of the sections will be:

- The base section of the ladder to be blue.
- The lower mid section of the ladder to be blue.
- The upper mid section of the ladder to be blue.
- The fly section of the ladder to be blue.

The LED rung lighting will be activated when a switch at the turntable operator's panel is activated through the master battery switch.

The lights may be load managed when the parking brake is applied.

### **AERIAL LOCATOR LIGHT**

There will be two (2) Whelen Model VTX609\*, 1.00" high x 2.25" in diameter LED modules with chrome flanges installed at the aerial tip for the purpose of locating the aerial device while in operation.

Both modules will be activated whenever the aerial is raised from the cradle.

The color of the locator light will be clear.

The lens color will be clear.

### **STABILIZER WARNING LIGHTS**

There will be two (2) Whelen®, Model M6\*, LED flashing warning lights with chrome flanges installed, one (1) on each front stabilizer cover panel.

- The front stabilizer pan lights will include red flashing LEDs.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

There will be two (2) Whelen, Model M6V2\*, 4.31" high x 6.75" long x 2.25" deep lights with flashing LEDs, scene LEDs and chrome flanges installed, one (1) on each rear stabilizer cover panel.

- The rear stabilizer pan lights will include red flashing LEDs.

The lenses over the flashing LEDs will be the same color as the LED's. The lenses over the scene LEDs will be clear.

The warning LEDs will be activated by the same switch as the side warning lights.

The scene LEDs will be activated with the stabilizer beam flashing lights.

### **STABILIZER BEAM WARNING LIGHTS**

Two (2) 4.00" diameter red LED flashing lights will be mounted on each stabilizer, one (1) facing forward and one (1) facing rearward. The lights will be Grote Supernova 40 series LED lights. The lights will be recessed in the horizontal beam of the stabilizer. These warning lights will be activated with the aerial master switch.

### **STABILIZER SCENE LIGHTS**

There will be one (1) Amdor Luma Bar H2O, Model AY-9500-012 LED strip light installed under each stabilizer beam to illuminate the surrounding area. A total of four (4) lights will be installed. The lights will be activated by the aerial master switch.

### **2-WAY AERIAL COMMUNICATION SYSTEM**

There will be a Fire Research, Model ICA900-112, two-way intercom system provided. The control module with LED volume display and push-button volume control and speaker will be located in the turntable operator console, provided there is room.

A hands free module will be located at the aerial tip or platform and constantly transmit to the other module unless the control module push-to-talk button is pressed.

Each intercom unit will be weatherproof.

### **RESCUE LIFTING SYSTEM**

A rescue lifting attachment will be provided. The lifting attachment will mount to the aerial egress and will consist of a pair of nylatron pulleys mounted to a stainless steel shaft. The pulleys will be adjustable from side to side and will have a total lifting capacity of 500lb, regardless of whether one (1) or both pulleys are being utilized.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **ROPE GUIDE BAR AT BASE SECTION, RESCUE LIFTING SYSTEM**

A removable bracket will be supplied at the rear of the base section, attached between the left hand and right hand rear hand rails. The bracket will be designed to be easily removable and not interfere with a fully retracted ladder assembly when attached to the base section. A storage box for the bracket will be provided on the outside rear of the base section, on the same side as the turntable control console.

### **LIFTING EYE ASSEMBLY - ROPE RESCUE ATTACHMENT**

A lifting eye assembly will be provided that is designed to evenly distribute load at the tip of the aerial. The egress will include attachment points for the lifting eye assembly. The lift eye assembly is retained by two (2) locking pins, one (1) at each end outboard side of the egress. Leveling is maintained by the lifting eye assembly rotating within the egress mounting.

### **AIR HORN CONTROL AT AERIAL TURNTABLE**

An air horn control button will be provided at the aerial turntable. This button will be red in color and properly labeled. Collector ring space must be available for this option to be utilized.

### **AERIAL STABILITY GAUGE**

There will be a Class 1 Load Minder located in the turntable control station. The gauge and warning alarm will be clearly identified and conveniently located for ease of viewing.

There will be ECCO Model 6200 amber strobe lights provided at each side of the tip of the base section of the aerial device.

### **HITCH, WINCH MOUNT**

A hitch receiver will be supplied at the driver and passenger side of the vehicle aft of the rear wheels. The hitch will not interfere with the angle of departure and will be tied directly to the frame rails. The hitch will be capable of up to a 6,000 lb direct pull. Receiver plugs will be provided for the receiver when it is not in use.

### **AERIAL TURNTABLE MANSAVER™ BARS**

ManSaver™ bars will be installed at the aerial turntable.

### **WATER SYSTEM**

A waterway system will be provided consisting of the following components and features:

A 5.00" pipe connected to the water supply on one end and to a water swivel at the rotation point of the turntable. The water swivel will allow the ladder to rotate 360 degrees continuously while flowing water.

A 4.00" waterway swivel is to be routed through the rotation point swivel up to the heel pin swivel. The heel pin swivel will allow the water to flow to the ladder pipe while elevating the aerial ladder from -5 degrees to 75 degrees. The heel pivot pin is not integral with the waterway swivel at any point. The

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

design of the waterway will allow complete servicing of the waterway swivel without disturbing the heel pivot pin.

The integral telescopic water system will consist of a 4.50" diameter tube in the base section, a 4.00" diameter tube in the inner mid-section, 3.50" diameter tube in the outer mid-section and a 3.00" diameter tube in the fly section. The telescopic water pipes will be anodized aluminum.

The rotational torque will have adequate power to rotate the ladder into a full 1000 gallon per minute water stream directed at 90 degrees to the side while maintaining the 500 pound tip load.

The aerial will be capable of discharging up to 1000 gallons per minute at 100 pounds per square inch parallel to the ladder and 90 degrees to each side of center while maintaining the fully rated tip load.

An adjustable intake relief valve will be furnished to protect the aerial waterway from a pressure surge.

A 1.50" drain valve will be located at the lowest point of the waterway system.

### **WATERWAY SEALS**

The waterway seals will be of type-B PolyPak design, composed of nitroxile seal and a nitrile wiper, which together offer maximum stability and extrusion resistance on the waterway. The seal will be capable of withstanding pressures up to 2000 psi, temperatures in excess of 250 degrees Fahrenheit and have resistance to all foam generating solutions. The seals will be internally lubricated.

The waterway seals will have automatic centering guides constructed of synthetic thermalpolymer. The guides will provide positive centering of the extendible sections within each other and the base section to insure longer service life and smoother operation.

### **AERIAL MONITOR**

An Akron Model 3480 monitor with stow and deploy will be provided at the tip with a Akron 1250 gpm Model 5177.

The monitor's functions will be controlled electrically from two (2) separate locations. One (1) control will be located at the control console and the other at the ladder tip.

There will be a courtesy light at the tip of the aerial to illuminate the controls.

Vertical travel of this monitor will be -45 degrees to 90 degrees. Horizontal rotation will be 90 degrees to each side of the center line of the aerial device.

### **FLOW METER (AERIAL WATERWAY)**

A Class I Flow-Minder, with totalizer, will be provided for the aerial waterway. The flowmeter will be located at the turntable control station.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **REAR INLET**

A 4.50" NST inlet, with 5.00" plumbing to the aerial waterway, will be provided at the rear of the apparatus. It will be furnished with a 4.50" chrome plated, long handle cap. The outlet will be located to the drivers side of the torque box. The 4.50" NST threads will be exposed through the rear wall.

### **WATERWAY LOCKING SYSTEM**

The aerial ladder waterway monitor will be capable of being positioned at either the fly section or at the next lower section of the ladder.

The monitor location will be changeable by the use of a single handle, located at the side of the ladder.

The handle, attached to a cam bracket, will simply be moved forward to lock the monitor at the fly section and back to lock it to the previous section.

There will be no pins to remove and reinstall.

The monitor will be operational at all times, regardless of its position, without connecting or disconnecting electrical lines.

### **MANUALS**

Two (2) operator maintenance manuals and two (2) wiring diagrams pertaining to the aerial device will be provided with the apparatus at time of pick-up.

### **INITIAL INSTRUCTION**

On initial delivery of the fire apparatus, the contractor will supply a qualified representative to demonstrate the apparatus and provide initial instruction to the fire department regarding the operation, care, and maintenance of the apparatus for a period of three (3) days.

### **SPARE FASTENERS**

One (1) bag of chrome, stainless steel, or cadmium plated screws, nuts, bolts and washers, as used in the construction of the unit.

### **PAINT**

The exterior custom cab and body painting procedure will consist of a seven (7) step finishing process as follows:

1. Manual Surface Preparation - All exposed metal surfaces on the custom cab and body will be thoroughly cleaned and prepared for painting. Imperfections on the exterior surfaces will be removed and sanded to a smooth finish. Exterior seams will be sealed before painting. Exterior surfaces that will not be painted include; chrome plating, polished stainless steel, anodized aluminum and bright aluminum treadplate.
2. Chemical Cleaning and Pretreatment - All surfaces will be chemically cleaned to remove dirt, oil, grease, and metal oxides to ensure the subsequent coatings bond well. The aluminum



# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

surfaces will be properly cleaned and treated using a high pressure, high temperature 4 step Acid Etch process. The steel and stainless surfaces will be properly cleaned and treated using a high temperature 3 step process specifically designed for steel or stainless. The chemical treatment converts the metal surface to a passive condition to help prevent corrosion. A final pure water rinse will be applied to all metal surfaces.

3. Surfacer Primer - The Surfacer Primer will be applied to a chemically treated metal surface to provide a strong corrosion protective basecoat. A minimum thickness of 2 mils of Surfacer Primer is applied to surfaces that require a Critical aesthetic finish. The Surfacer Primer is a two-component high solids urethane that has excellent sanding properties and an extra smooth finish when sanded.
4. Finish Sanding - The Surfacer Primer will be sanded with a fine grit abrasive to achieve an ultra-smooth finish. This sanding process is critical to produce the smooth mirror like finish in the topcoat.
5. Sealer Primer - The Sealer Primer is applied prior to the Basecoat in all areas that have not been previously primed with the Surfacer Primer. The Sealer Primer is a two-component high solids urethane that goes on smooth and provides excellent gloss hold out when topcoated.
6. Basecoat Paint - Two coats of a high performance, two component high solids polyurethane basecoat will be applied. The Basecoat will be applied to a thickness that will achieve the proper color match. The Basecoat will be used in conjunction with a urethane clear coat to provide protection from the environment.
7. Clear Coat - Two (2) coats of Clear Coat will be applied over the Basecoat color. The Clear Coat is a two-component high solids urethane that provides superior gloss and durability to the exterior surfaces. Lap style and roll-up doors will be Clear Coated to match the body. Paint warranty for the roll-up doors will be provided by the roll-up door manufacture.

Specifications are written to define cyclic corrosion testing, physical strengths, durability and minimum appearance requirements must be met in order for an exterior paint finish to be considered acceptable as a Pierce quality finish.

Each batch of basecoat color is checked for a proper match before painting of the cab and the body. After the cab and body are painted, the color is verified again to make sure that it matches the color standard. Electronic color measuring equipment is used to compare the color sample to the color standard entered into the computer. Color specifications are used to determine the color match. A Delta E reading is used to determine a good color match within each family color.

All removable items such as brackets, compartment doors, door hinges, and trim will be removed and separately if required, to ensure paint behind all mounted items. Body assemblies that cannot be finish painted after assembly will be finish painted before assembly.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

The cab will be two-tone, with the upper section painted metallic Grey #479 along with a shield design on the cab face and lower section of the cab and body painted Paint Color Red #644.

### **PAINT - ENVIRONMENTAL IMPACT**

Contractor will meet or exceed all current State regulations concerning paint operations. Pollution control will include measures to protect the atmosphere, water and soil. Controls will include the following conditions:

- Topcoats and primers will be chrome and lead free.
- Metal treatment chemicals will be chrome free. The wastewater generated in the metal treatment process will be treated on-site to remove any other heavy metals.
- Particulate emission collection from sanding operations will have a 99.99% efficiency factor.
- Particulate emissions from painting operations will be collected by a dry filter or water wash process. If the dry filter is used, it will have an efficiency rating of 98.00%. Water wash systems will be 99.97% efficient
- Water from water wash booths will be reused. Solids will be removed on a continual basis to keep the water clean.
- Paint wastes are disposed of in an environmentally safe manner.
- Empty metal paint containers will be to recover the metal.
- Solvents used in clean-up operations will be recycled on-site or sent off-site for distillation and returned for reuse.

Additionally, the finished apparatus will not be manufactured with or contain products that have ozone depleting substances. Contractor will, upon demand, present evidence that the manufacturing facility meets the above conditions and that it is in compliance with his State EPA rules and regulations.

### **PAINT CHASSIS FRAME ASSEMBLY**

The chassis frame assembly will be painted black before the installation of the cab and body, and before installation of the engine and transmission assembly, air brake lines, electrical wire harnesses, etc.

Components that are included with the chassis frame assembly that will be painted are:

- Frame rails
- Frame liners
- Cross members
- Axles
- Suspensions
- Steering gear
- Battery boxes
- Bumper extension weldment

# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

- Frame extensions
- Body mounting angles
- Rear Body support substructure (front and rear)
- Pump house substructure
- Air tanks
- Fuel tank
- Castings
- Individual piece parts used in chassis and body assembly

Components treated with epoxy E-coat protection prior to paint:

- Two (2) C-channel frame rails
- Two (2) frame liners

The E-coat process will meet the technical properties shown.

### **AERIAL EGRESS PAINT COLOR**

The tip of the aerial device will be painted House of Color from FinishMaster. House of Color NE510Q VERMILLIN NEON AND FAST REDUCER# HOKRU310Q.

### **COMPARTMENT INTERIOR FINISH**

The interior of the compartments will be dual action finished and not painted.

### **AERIAL DEVICE PAINT COLOR**

The aerial device paint procedure will consist of a six (6) step finishing process as follows:

1. Manual Surface Preparation - All exposed metal surfaces on the aerial device structural components above the rotation point will be thoroughly cleaned and mechanically shot-blasted to remove metal impurities and prepare the aerial for painting.
2. Primer/Surfacer Coats - A two (2) component urethane primer/surfacer will be hand applied to the chemically treated metal surfaces to provide a strong corrosion protective base coat and to smooth out the surface. All seams will be caulked before painting.
3. Hand Sanding - The primer/surfacer coat will be lightly sanded to an ultra smooth finish.
4. Sealer Primer Coat - A two (2) component sealer primer coat will be applied over the sanded primer.
5. Topcoat Paint - Urethane base coat will be applied to opacity for correct color matching.
6. Clearcoat - Two (2) coats of an automotive grade two (2) component urethane will be applied.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

Surfaces that will not be painted include all chrome plated, polished stainless steel, anodized aluminum and bright aluminum treadplate.

All buy out components, such as monitor, nozzle, gauges, etc. will be supplied as received from the vendor.

Removable items such as brackets will be removed and painted separately to ensure paint coverage behind all mounted items.

The aerial device (turntable and ladder sections) will be painted Grey #479 using the six (6) step finishing process.

The support structure, rotation motor, components below the rotation point and the stabilizers will be cleaned, caulked, primed and painted high gloss black.

The tip of the ladder will be painted a contrasting color for high visibility.

### **VINYL & REFLECTIVE STRIPES**

Two (2) stripes will be provided across the front of the vehicle and along the sides of the body. The band will consist of a 2.00" Dark Charcoal Metallic vinyl stripe at the top, with a 1" gap, then a 6.00" Black reflective stripe on the bottom.

The reflective band provided on the cab face will be below the headlights on the fiberglass.

### **REAR CHEVRON STRIPING**

There will be alternating chevron striping located on the rear-facing vertical surface of the apparatus. Covered surfaces will include the rear wall and aluminum doors. Rear compartment doors, stainless steel access doors, and the rear bumper will not be covered.

The colors will be red and fluorescent yellow green diamond grade.

Each stripe will be 6.00" in width.

This will meet the requirements of the current edition of NFPA 1901, which states that 50% of the rear surface will be covered with chevron striping.

### **REFLECTIVE STRIPE ON STABILIZERS**

There will be a 4.00" wide fluorescent yellow green diamond grade reflective stripe provided on the forward and rear facing side of all aerial stabilizers.

### **JOG(S) IN REFLECTIVE BAND**

The reflective band located on each side of the apparatus body will contain one (1) jog(s) and will be angled at approximately a 45 degrees when installed.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **REFLECTIVE STRIPE OUTLINE**

A black outline will be applied on the top and the bottom of the reflective band. There will be one (1) set of outline stripes required.

### **REFLECTIVE STRIPE INSIDE COMPARTMENT DOOR**

A 6.00" black reflective stripe will be provided inside two (2) compartment doors. D7 and P8.

### **CAB DOOR REFLECTIVE STRIPE**

A 6.00" x 16.00" black reflective stripe will be provided across the interior of each cab door. The stripe will be located approximately 1.00" up from the bottom, on the door panel.

This stripe will meet the NFPA 1901 requirement.

### **CAB STRIPE**

There will be a genuine gold leaf stripe provided on both sides of the cab in place of the chrome molding and on the cab face with shield.

### **GOLD LEAF LETTERING**

The lettering will be totally encapsulated between two (2) layers of clear vinyl.

There will be genuine gold leaf lettering, 4.00" high, with outline and shade provided. There will be 17 letters provided.

Forty-one (41) to sixty (60) genuine gold leaf lettering, 2.00" high, with outline and shade will be provided.

Twenty-one (21) to forty (40) genuine gold leaf lettering, 7.00" high, with outline and shade will be provided.

There will be genuine gold leaf lettering, 5.00" high, with outline and shade provided. There will be 20 letters provided.

One (1) to twenty (20) genuine gold leaf lettering, 3.00" high, with outline and shade will be provided.

### **REFLECTIVE LETTERING**

There will be reflective lettering, 2.00" high, with outline and shade provided. There will be 17 letters provided.

There will be reflective lettering, 5.00" high, with no outline or shade provided. There will be 18 letters provided.

There will be reflective lettering, 3.00" high, with outline and shade provided. There will be ten (10) letters provided.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

There will be reflective lettering, 12.00" high, with no outline or shade provided. There will be six (6) letters provided.

There will be reflective lettering, 6.00" high, with outline and shade provided. There will be three (3) letters provided.

### **REFLECTIVE LETTERING**

18 letters, 5.00" high will be cut into the reflective stripe to allow the painted surface to form the letter. The letters will be one (1) each side of body on the D1 and P1 doors.

three (3) letters, 4.00" high will be cut into the reflective stripe to allow the painted surface to form the letter.

### **PAINTED PLATE(S) FOR LETTERING/NUMERALS**

There will be one (1) painted aluminum plate(s) provided for department lettering. They will be mounted on top of cab roof per LSP print and will be 36"H x 38"W in size.

### **SIGN KIT FOR LETTERING/NUMERALS**

six (6) painted stainless steel plate(s) and holder(s) will be provided for department lettering. They will be mounted Located on cab, boom panels, front bumper center & rear. and All (6) are to be 8"H X 14"W. The only difference on the placard at the rear is that it should be pulled out to the side & Velcro to secure plate from sliding out. in size.

### **"AMERICAN FLAG" EMBLEMS**

There will be one (1) pair of color imaged emblems, 10.00" wide, featuring a "Waiving American Flag" with pole and 9-11-01, installed one each side of cab on the upper portion of the exterior access door for the EMS compartment. The pair will be mirror images of each other.

### **EMBLEM**

There will be two (2) reflective emblem(s), approximately 14.00" - 16.00" in size, installed one each side front cab door. the emblem will be modeled after the department submitted information (art, patch, etc).

### **FIRE APPARATUS PARTS MANUAL**

One (1) custom parts manuals for the complete fire apparatus will be provided in hard copy with the completed unit.

One (1) compact disc (CD) will also be provided that will include all of the information from the above manual.

The manual will contain the following:

- Job number

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

- Part numbers with full descriptions
- Table of contents
- Parts section sorted in functional groups reflecting a major system, component, or assembly
- Parts section sorted in Alphabetical order
- Instructions on how to locate parts

The manual will be specifically written for the chassis and body model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

### **SERVICE PARTS INTERNET SITE**

The service parts information included in this manual is also available on the Pierce website. The website offers additional functions and features not contained in this manual, such as digital photographs and line drawings of select items. The website also features electronic search tools to assist in locating parts quickly.

### **CHASSIS SERVICE MANUALS**

One (1) chassis service manuals containing parts and service information on major components will be provided with the completed unit.

One (1) compact disk (CD) will also be provided that will include all of the information from the above manual.

The manuals will contain the following sections:

- Job number
- Table of contents
- Troubleshooting
- Front Axle/Suspension
- Brakes
- Engine
- Tires
- Wheels
- Cab
- Electrical, DC
- Air Systems
- Plumbing
- Appendix

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

The manual will be specifically written for the chassis model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

### **MANUALS, CHASSIS OPERATION**

Two (2) chassis operation manuals will be provided.

One (1) compact disk (CD) will also be provided that will include all of the information from the above manual.

### **ELECTRICAL WIRING DIAGRAMS**

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

### **ONE (1) YEAR MATERIAL AND WORKMANSHIP**

A Pierce basic apparatus limited warranty certificate, WA0008, is included with this proposal.

### **THREE (3) YEAR MATERIAL AND WORKMANSHIP**

The Pierce custom chassis limited warranty certificate, WA0284, is included with this proposal.

### **ENGINE WARRANTY**

A Cummins **five (5) year** limited engine warranty will be provided. A limited warranty certificate, WA0181, is included with this proposal.

### **STEERING GEAR WARRANTY**

A Sheppard **three (3) year** limited steering gear warranty shall be provided. A copy of the warranty certificate shall be submitted with the bid package.

### **FIFTY (50) YEAR STRUCTURAL INTEGRITY**

The Pierce custom chassis frame and crossmembers limited warranty certificate, WA0038, is included with this proposal.

### **FRONT AXLE THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY**

The Pierce TAK-4 suspension limited warranty certificate, WA0050, is included with this proposal.

### **REAR AXLE TWO (2) YEAR MATERIAL AND WORKMANSHIP WARRANTY**

A Meritor axle limited warranty certificate, WA0046, is included with this proposal.

### **ABS BRAKE SYSTEM THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY**

A Meritor Wabco™ABS brake system limited warranty certificate, WA0232, is included with this proposal.

### **TEN (10) YEAR STRUCTURAL INTEGRITY**

The Pierce custom cab limited warranty certificate, WA0012, is included with this proposal.



# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

### **TEN (10) YEAR PRO-RATED PAINT AND CORROSION**

A Pierce cab limited pro-rated paint warranty certificate, WA0055, is included with this proposal.

### **FIVE (5) YEAR MATERIAL AND WORKMANSHIP**

The Pierce Command Zone electronics limited warranty certificate, WA0014, is included with this proposal.

### **CAMERA SYSTEM WARRANTY**

A Pierce fifty four (54) month warranty will be provided for the camera system.

### **COMPARTMENT LIGHT WARRANTY**

The Pierce 12 volt DC LED strip lights limited warranty certificate, WA0203, is included with this proposal.

### **TRANSMISSION WARRANTY**

The transmission will have a **five (5) year/unlimited mileage** warranty covering 100 percent parts and labor. The warranty will be provided by Allison Transmission.

Note: The transmission cooler is not covered under any extended warranty you may be getting on your Allison Transmission. Please review your Allison Transmission warranty for coverage limitations.

### **TRANSMISSION COOLER WARRANTY**

The transmission cooler will carry a five (5) year parts and labor warranty (exclusive to the transmission cooler). In addition, a collateral damage warranty will also be in effect for the first three (3) years of the warranty coverage and will not exceed \$10,000 per occurrence. A copy of the warranty certificate will be submitted with the bid package.

### **TEN (10) YEAR STRUCTURAL INTEGRITY**

The Pierce apparatus body limited warranty certificate, WA0009, is included with this proposal.

### **ROLL UP DOOR MATERIAL AND WORKMANSHIP WARRANTY**

A Gortite roll-up door limited warranty will be provided. The mechanical components of the roll-up door will be warranted against defects in material and workmanship for the lifetime of the vehicle. A **six (6) year** limited warranty will be provided on painted and satin roll up doors.

The limited warranty certificate, WA0190, is included with this proposal.

### **TWENTY (20) YEAR AERIAL DEVICE STRUCTURAL INTEGRITY WARRANTY**

The Pierce device limited warranty certificate, WA0052, is included with this proposal.

### **AERIAL SWIVEL WARRANTY**

An Amity five (5) year limited swivel warranty will be provided. A copy of the warranty certificate will be submitted with the bid package.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

*Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

## **AERIAL WATERWAY WARRANTY**

An Amity ten (10) year limited waterway warranty will be provided. A copy of the warranty certificate will be submitted with the bid package.

## **FOUR (4) YEAR PRO-RATED PAINT AND CORROSION**

A Pierce aerial device limited pro-rated paint warranty certificate, WA0047, is included with this proposal.

## **SIX (6) YEAR GENERATOR MATERIAL AND WORKMANSHIP WARRANTY**

A Harrison Hydra-Gen limited warranty certificate, WA0285, is included with this proposal.

## **TEN (10) YEAR PRO-RATED PAINT AND CORROSION**

A Pierce body limited pro-rated paint warranty certificate, WA0057, is included with this proposal.

## **THREE (3) YEAR MATERIAL AND WORKMANSHIP**

The Pierce Goldstar gold leaf lamination limited warranty certificate, WA0018, is included with this proposal.

## **VEHICLE STABILITY CERTIFICATION**

The fire apparatus manufacturer will provide a certification stating the apparatus complies with NFPA 1901, current edition, section 4.13, Vehicle Stability. The certification will be provided at the time of bid.

## **ENGINE INSTALLATION CERTIFICATION**

The fire apparatus manufacturer will provide a certification, along with a letter from the engine manufacturer stating they approve of the engine installation in the bidder's chassis. The certification will be provided at the time of delivery.

## **POWER STEERING CERTIFICATION**

The fire apparatus manufacturer will provide a certification stating the power steering system as installed meets the requirements of the component supplier. The certification will be provided at the time of bid.

## **CAB INTEGRITY CERTIFICATION**

The fire apparatus manufacturer will provide a cab integrity certification with this proposal. The certification will state that the cab has been tested and certified by an independent third-party test facility. Testing events will be documented with photographs, real-time and high-speed video, vehicle accelerometers, cart accelerometers, and a laser speed trap. The fire apparatus manufacturer will provide a state-licensed professional engineer to witness and certify all testing events. Testing will meet or exceed the requirements below:

- European Occupant Protection Standard ECE Regulation No.29.

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

- SAE J2422 Cab Roof Strength Evaluation - Quasi-Static Loading Heavy Trucks.
- SAE J2420 COE Frontal Strength Evaluation - Dynamic Loading Heavy Trucks.

### **Roof Crush**

The cab will be subjected to a roof crush force of 22,050 lb. This value meets the ECE 29 criteria and is equivalent to the front axle rating up to a maximum of 10 metric tons.

### **Additional Roof Crush**

The same cab will be subjected to a roof crush force of 100,000 lbs. This value exceeds the ECE 29 criteria by nearly 4.5 times.

### **Side Impact**

The same cab will be subjected to dynamic preload where a 13,275 lb moving barrier slams into the side of the cab at 5.5 mph at a force of 13,000 ft-lbs. This test is part of the SAE J2422 test procedure and more closely represents the forces a cab will see in a rollover incident.

### **Frontal Impact**

The same cab will withstand a frontal impact of 32,600 ft-lbs of force using a moving barrier in accordance with SAE J2420.

### **Additional Frontal Impact**

The same cab will withstand a frontal impact of 65,200 ft-lbs of force using a moving barrier, (twice the force required by SAE J2420).

The same cab will withstand all tests without any measurable intrusion into the survival space of the occupant area.

### **CAB DOOR DURABILITY CERTIFICATION**

Robust cab doors help protect occupants. Cab doors will survive a 200,000 cycle door slam test where the slamming force exceeds 20 G's of deceleration. The bidder will certify that the sample doors similar to those provided on the apparatus have been tested and have met these criteria without structural damage, latch malfunction, or significant component wear.

### **WINDSHIELD WIPER DURABILITY CERTIFICATION**

Visibility during inclement weather is essential to safe apparatus performance. Windshield wipers will survive a 3 million cycle durability test in accordance with section 6.2 of SAE J198 *Windshield Wiper Systems - Trucks, Buses and Multipurpose Vehicles*. The bidder will certify that the wiper system design has been tested and that the wiper system has met these criteria.

### **ELECTRIC WINDOW DURABILITY CERTIFICATION**

Cab window roll-up systems can cause maintenance problems if not designed for long service life. The window regulator design will complete 30,000 complete up-down cycles and still function normally

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

when finished. The bidder will certify that sample doors and windows similar to those provided on the apparatus have been tested and have met these criteria without malfunction or significant component wear.

### **SEAT BELT ANCHOR STRENGTH**

Seat belt attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat belt anchor design will withstand 3000 lb of pull on both the lap and shoulder belt in accordance with FMVSS 571.210 Seat Belt Assembly Anchorages. The bidder will certify that each anchor design was pull tested to the required force and met the appropriate criteria.

### **SEAT MOUNTING STRENGTH**

Seat attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat mounting design will be tested to withstand 20 G's of force in accordance with FMVSS 571.207 Seating Systems. The bidder will certify that each seat mount and cab structure design was pull tested to the required force and met the appropriate criteria.

### **CAB DEFROSTER CERTIFICATION**

Visibility during inclement weather is essential to safe apparatus performance. The defroster system will clear the required windshield zones in accordance with SAE J381 Windshield Defrosting Systems Test Procedure And Performance Requirements - Trucks, Buses, And Multipurpose Vehicles. The bidder will certify that the defrost system design has been tested in a cold chamber and passes the SAE J381 criteria.

### **CAB HEATER CERTIFICATION**

Good cab heat performance and regulation provides a more effective working environment for personnel, whether in-transit, or at a scene. The cab heaters will warm the cab 75 F from a cold-soak, within 30 minutes when tested using the coolant supply methods found in SAE J381. The bidder will certify that a substantially similar cab has been tested and has met these criteria.

### **AMP DRAW REPORT**

The bidder will provide, at the time of bid and delivery, an itemized print out of the expected amp draw of the entire vehicle's electrical system.

The manufacturer of the apparatus will provide the following:

- Documentation of the electrical system performance tests.
- A written load analysis, which will include the following:
  - The nameplate rating of the alternator.
  - The alternator rating under the conditions specified per:
    - Applicable NFPA 1901 or 1906 (Current Edition).
  - The minimum continuous load of each component that is specified per:

# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

## *Specifications for one (1) 105' Velocity Aerial Ladder*

November 2, 2017 (Quote Number 91102-17A)

- Applicable NFPA 1901 or 1906 (Current Edition).
- Additional loads that, when added to the minimum continuous load, determine the total connected load.
- Each individual intermittent load.

All of the above listed items will be provided by the bidder per the applicable NFPA 1901 or 1906 (Current Edition).

END OF PROPOSAL



# Fire and Rescue Apparatus

## Four (4) Year Pro-Rated Paint and Corrosion

### Aerial Device

# Limited Warranty

#### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Aerial device shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection for exterior surfaces.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Four (4) Years
Conditions and Exclusions:	<p>This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any:</p> <p>Topcoat Durability &amp; Appearance: Gloss, Color Retention &amp; Cracking 0-24 months 100% 25-48 months 50%</p> <p>Integrity of Coating System: Adhesion, Blistering/Bubbling 0-24 months 100% 25-48 months 50%</p> <p>Corrosion: Dissimilar Metal and Crevice 0-24 months 100% 25-48 months 50%</p> <p>Corrosion Perforation 0-24 months 100% 25-48 months 50%</p> <p>This limited warranty applies only to exterior paint.</p> <p>Items not covered by this warranty include: (a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual). (b) UV paint fade.</p>

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

#### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

#### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

#### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*



# Fire and Rescue Apparatus

## One (1) Year Material and Workmanship

## Basic Apparatus

# Limited Warranty

### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Portions of the apparatus manufactured by Pierce shall be free from defects in material and workmanship
Warranty Begins:	The date the apparatus is placed in service, or 60 days from the original buyer invoice date, whichever comes first.
Warranty Period Ends After:	Twelve (12) months.
Conditions and Exclusions:  See Also Paragraphs 2 thru 4	No specific exclusions apply

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*



# Fire and Rescue Apparatus

## Ten (10) Year Structural Integrity Apparatus Body

# Limited Warranty

### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The apparatus body shall be free from structural failures caused by defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years - or - 100,000 Miles
Conditions and Exclusions:  See Also Paragraphs 2 thru 4	<p>This warranty applies only to the body tubular support and mounting structures and other structural components of the body of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus.</p> <p>This warranty does not apply to damage caused by corrosion.</p>

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*





# Fire and Rescue Apparatus

## Ten (10) Year Structural Integrity Custom Cab

# Limited Warranty

### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The Pierce Custom Cab shall be free from structural failures caused by defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years - or - 100,000 Miles
Conditions and Exclusions:  See Also Paragraphs 2 thru 4	<p>This warranty applies only to the cab tubular support and mounting structures and other structural components of the cab of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus.</p> <p>This warranty does not apply to damage caused by corrosion.</p>

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*



# Fire and Rescue Apparatus

## Five (5) Year Material and Workmanship

### Command Zone Electronics

# Limited Warranty

#### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Command Zone control modules shall be free from failures caused by defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Five (5) Years
Conditions and Exclusions:  See Also Paragraphs 2 thru 4	This limited warranty applies to all of the control modules for the Command Zone system, including the full color graphic displays. Related wire harnesses, cables and connectors are not covered under this limited warranty and are instead covered under the Pierce One Year Basic Apparatus Limited Warranty.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

#### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

#### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

#### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*



# Fire and Rescue Apparatus

## Three (3) Year Material and Workmanship

### Goldstar® Gold Leaf Lamination

### *Limited Warranty*

#### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Each Goldstar® gold leaf lamination shall be free from defects in material and workmanship.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Three (3) Years
Conditions and Exclusions:  See Also Paragraphs 2 thru 4	This warranty does not cover damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

#### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

#### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

#### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*



# Fire and Rescue Apparatus

## Lifetime Fifty (50) Year Structural Integrity

### Chassis Frame & Crossmembers

## Limited Warranty

### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Custom chassis frame rail and cross members manufactured by Pierce shall be free from defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Fifty (50) Years (Expected Life of Apparatus)
Conditions and Exclusions:  See Also Paragraphs 2 thru 4	This warranty does not apply to damage caused by corrosion.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*



# Fire and Rescue Apparatus

## Three (3) Year Material and Workmanship TAK-4 Independent Front Suspension

### Limited Warranty

#### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The TAK-4 Front Independent Suspension and Steering Gears shall be free from defects in material and workmanship.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Three (3) Years -or- 30,000 Miles
Conditions and Exclusions:  See Also Paragraphs 2 thru 4	This limited warranty excludes brake pads, brake rotors, seal boots and shock absorbers.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

#### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

#### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

#### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*





# Fire and Rescue Apparatus

## Twenty (20) Year Structural Integrity

### Pierce Aerial Device

### Limited Warranty

#### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Each new Pierce Aerial Device shall be free from defects in material and workmanship.  Aerial Device Models Covered by this warranty include: Aerial Platforms Aerial Ladders SkyBoom
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Twenty (20) Years - or - 100,000 Miles
Conditions and Exclusions:  See Also Paragraphs 2 thru 4	<p>This warranty applies only to the torque box, turntable, aerial sections and other structural components of the aerial device, as identified in the Pierce specifications for the aerial device. This warranty shall be void if, or to the extent that the aerial device is not maintained in strict compliance with NFPA Standard 1911 in effect at time of sale, including such periodic inspections and testing by qualified third parties as are required by that Standard as it may be in effect from time to time. Proof of such compliance shall accompany any claims under this warranty. Third party testing agencies known to Pierce to be qualified for such purposes may be obtained from the Pierce Customer Service Department</p> <p>This warranty does not apply to damage caused by corrosion.</p>

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

#### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

#### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

#### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*



# Fire and Rescue Apparatus

## Ten (10) Year Pro-Rated Paint and Corrosion

### Cab

## Limited Warranty

### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Exterior surfaces of the cab painted by Pierce shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years
Conditions and Exclusions:	<p>This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any:</p> <p><b>Topcoat Durability &amp; Appearance: Gloss, Color Retention &amp; Cracking</b> 0-72 months 100% 73-96 months 50% 97-120 months 25%</p> <p><b>Integrity of Coating System: Adhesion, Blistering/Bubbling</b> 0-36 months 100% 37-84 months 50% 85-120 months 25%</p> <p><b>Corrosion: Dissimilar Metal and Crevice</b> 0-36 months 100% 37-48 months 50% 49-72 months 25% 73-120 months 10%</p> <p><b>Corrosion Perforation</b> 0-120 months 100%</p> <p>This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty.</p> <p>Items not covered by this warranty include: (a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual). (b) UV paint fade. (c) Any cab not manufactured by Pierce.</p>

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*



# Fire and Rescue Apparatus

## Ten (10) Year Pro-Rated Paint and Corrosion Custom Body

# Limited Warranty

### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Exterior surfaces of the body shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years
Conditions and Exclusions:	<p>This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any:</p> <p><b>Topcoat Durability &amp; Appearance: Gloss, Color Retention &amp; Cracking</b> 0-72 months 100% 73-96 months 50% 97-120 months 25%</p> <p><b>Integrity of Coating System: Adhesion, Blistering/Bubbling</b> 0-36 months 100% 37-84 months 50% 85-120 months 25%</p> <p><b>Corrosion: Dissimilar Metal and Crevice</b> 0-36 months 100% 37-48 months 50% 49-72 months 25% 73-120 months 10%</p> <p><b>Corrosion Perforation</b> 0-120 months 100%</p> <p>This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty.</p> <p>Items not covered by this warranty include: (a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual). (b) UV paint fade. (c) Any cab not manufactured by Pierce.</p>

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*





# Cummins Warranty

Worldwide

Fire Apparatus/Crash Trucks



# Coverage

## Products Warranted

This Warranty applies to new diesel Engines sold by Cummins and delivered to the first user on or after April 1, 2007, that are used in fire apparatus truck and crash truck\* applications Worldwide.

## Base Engine Warranty

The Base Engine Warranty covers any failures of the Engine which result, under normal use and service, from a defect in material or factory workmanship (Warrantable Failure). This Coverage begins with the sale of the Engine by Cummins and ends five years or 100,000 miles (160,935 kilometers), whichever occurs first, after the date of delivery of the Engine to the first user.

Engine aftertreatment components included in the Cummins Critical Parts List (CPL) and marked with a Cummins part number are covered under Base Engine Warranty.

Additional Coverage is outlined in the Emission Warranty section.

**These Warranties are made to all Owners in the chain of distribution and Coverage continues to all subsequent Owners until the end of the periods of Coverage.**

# Cummins Responsibilities

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Warrantable Failure.

Cummins will pay for the lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items that are not reusable due to the Warrantable Failure.

Cummins will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

Cummins will pay reasonable costs for towing a vehicle disabled by a Warrantable Failure to the nearest authorized repair location. In lieu of the towing expense, Cummins will pay reasonable costs for mechanics to travel to and from the location of the vehicle, including meals, mileage and lodging when the repair is performed at the site of the failure.

# Owner Responsibilities

Owner is responsible for the operation and maintenance of the Engine as specified in Cummins Operation and Maintenance Manuals. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of the applicable Warranty, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Warrantable Failure and make the Engine available for repair by such facility. Except for Engines disabled by a Warrantable Failure, Owner must also deliver the Engine to the repair facility.

Service locations are listed on the Cummins Worldwide Service Locator at [cummins.com](http://cummins.com).

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items provided during Warranty repairs unless such items are not reusable due to the Warrantable Failure.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred as a result of a Warrantable Failure.

Owner is responsible for non-Engine repairs and for "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

Owner is responsible for a \$100 (U.S. Dollars) deductible per each service visit under this plan in the 3rd, 4th and 5th years of Base Engine Warranty. The deductible will not be charged during the first 2 years of the Base Engine Warranty.

# Limitations

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel



exhaust fluid.

This Warranty does not apply to accessories supplied by Cummins which bear the name of another company. Such non-warranted accessories include, but are not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, vacuum pumps, power steering pumps, fan drives and air compressors. Cummins branded alternators and starters are covered for the first two years from the date of delivery of the Engine to the first user, or the expiration of the Base Engine Warranty, whichever occurs first.

Failures resulting in excessive oil consumption are not covered beyond the duration of the Coverage or 100,000 miles (160,935 kilometers) or 7,000 hours from the date of delivery of the Engine to the first user, whichever of the three occurs first. Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that consumption exceeds Cummins published standards.

Failures of belts and hoses supplied by Cummins are not covered beyond the first year from the date of delivery of the Engine to the first user or the duration of the Warranty, whichever occurs first.

Parts used to repair a Warrantable Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Warrantable Failure assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

Cummins Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

**CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.**

**CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**THIS WARRANTY AND THE EMISSION WARRANTY SET FORTH HEREINAFTER ARE THE SOLE WARRANTIES MADE BY CUMMINS IN REGARD TO THESE ENGINES. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

# Emission Warranty

## Products Warranted

This Emission Warranty applies to new Engines marketed by Cummins that are used in the United States\*\* in vehicles designed for transporting persons or property on a street or highway. This Warranty applies to Engines delivered to the first user on or after September 1, 1992.

## Coverage

Cummins warrants to the first user and each subsequent purchaser that the Engine is designed, built and equipped so as to conform at the time of sale by Cummins with all U.S. federal emission regulations applicable at the time of manufacture and that it is free from defects in material or factory workmanship which would cause it not to meet these regulations within the longer of the following periods: (A) Five years or 100,000 miles (160,935 kilometers) of operation, whichever occurs first, as measured from the date of delivery of the Engine to the first user or (B) The Base Engine Warranty.

If the vehicle in which the Engine is installed is registered in the state of California, a separate California Emission Warranty also applies.

## Limitations

Failures, other than those resulting from defects in material or factory workmanship, are not covered by this Warranty.

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

Cummins is not responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs or other losses resulting from a Warrantable Failure.

**CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL  
OR CONSEQUENTIAL DAMAGES.**

\* Airport operated crash trucks and fire department  
operated trucks employed to respond to fires,  
hazardous material releases, rescue and other  
emergency-type situations.

\*\* United States includes American Samoa, the  
Commonwealth of Northern Mariana Islands, Guam,  
Puerto Rico and the U.S. Virgin Islands.



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Columbus, IN 47202-3005  
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## NEW PRODUCT WARRANTY



### PARTICIPATING OEM SALES DISTRIBUTOR SALES

#### LIMITED WARRANTY ON NEW ALLISON AUTOMATIC TRANSMISSIONS USED IN EMERGENCY VEHICLE APPLICATIONS

Allison Transmission will provide for repairs or replacement, at its option, during the warranty period of each new Allison transmission listed below that is installed in an Emergency Vehicle in accordance with the following terms, conditions, and limitations.

##### WHAT IS COVERED

- **WARRANTY APPLIES** — This warranty is for new Allison transmission models listed below installed in an Emergency Vehicle and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period.
- **REPAIRS COVERED** — The warranty covers repairs or replacement, at Allison Transmission's option, to correct any transmission malfunction resulting from defects in material or workmanship occurring during the warranty period. Needed repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the circumstances.
- **TOWING** — Towing is covered to the nearest Allison Transmission Distributor or authorized Dealer only when necessary to prevent further damage to your transmission.
- **PAYMENT TERMS** — Warranty repairs, including parts and labor, will be covered per the schedule shown in the chart contained in section "APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE."
- **OBTAINING REPAIRS** — To obtain warranty repairs, take the vehicle to any Allison Transmission Distributor or authorized Dealer within a reasonable amount of time and request the needed repairs. A reasonable amount of time must be allowed for the Distributor or Dealer to perform necessary repairs.
- **TRANSMISSION REMOVAL AND REINSTALLATION** — Labor costs for the removal and re-installation of the transmission, when necessary to make a warranty repair, are covered by this warranty.
- **WARRANTY PERIOD** — The warranty period for all coverages shall begin on the date the transmission is delivered to the first retail purchaser, with the following exception:

**Demonstration Service** - A transmission in a new truck or bus may be demonstrated to a total of 5000 miles (8000 kilometers). If the vehicle is within this limit when sold to a retail purchaser, the warranty start date is the date of purchase. Normal warranty services are applicable to the demonstrating Dealer. Should the truck or bus be sold to a retail purchaser after these limits are reached, the warranty period will begin on the date the vehicle was first placed in demonstration service and the purchaser will be entitled to the remaining warranty.

##### APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE

APPLICABLE MODELS	WARRANTY LIMITATIONS (Whichever occurs first)		ADJUSTMENT CHARGE TO BE PAID BY THE CUSTOMER	
	Months	Transmission Miles Or Kilometers	Parts	Labor
MT, MD 3000, 3200, 3500, 3700	0-24	No Limit	No Charge	No Charge
HT with Hydraulic Controls	0-24	No Limit	No Charge	No Charge
AT, 1000 Series™, 2000 Series™, 2400 Series™	0-36	No Limit	No Charge	No Charge
HT with Electronic Controls	0-60	No Limit	No Charge	No Charge
HD 1000 EVS, 2100 EVS, 2200 EVS 2350 EVS, 2500 EVS, 2550 EVS, 3000 EVS, 3500 EVS, 4000, 4000 EVS, 4500, 4500 EVS, 4700, 4700 EVS, 4800, 4800 EVS	0-60	No Limit	No Charge	No Charge

## WHAT IS NOT COVERED

- **DAMAGE DUE TO ACCIDENT, MISUSE, or ALTERATION** — Defects and damage caused as the result of any of the following are not covered:
  - Flood, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle;
  - Misuse of the vehicle;
  - Installation into unapproved applications and installations;
  - Alterations or modification of the transmission or the vehicle, and
  - Damage resulting from improper storage (refer to long-term storage procedure outlined in the applicable Allison Service Manual)
  - Anything other than defects in Allison Transmission material or workmanship

**NOTE:** This warranty is void on transmissions used in vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.

- **CHASSIS, BODY, and COMPONENTS** — The chassis and body company (assemblers) and other component and equipment manufacturers are solely responsible for warranties on the chassis, body, component(s), and equipment they provide. Any transmission repair caused by an alteration(s) made to the Allison transmission or the vehicle which allows the transmission to be installed or operated outside of the limits defined in the appropriate Allison Installation Guideline is solely the responsibility of the entity making the alteration(s).
- **DAMAGE CAUSED by LACK of MAINTENANCE or by the USE of TRANSMISSION FLUIDS NOT RECOMMENDED in the OPERATOR'S MANUAL** — Defects and damage caused by any of the following are not covered:
  - Failure to follow the recommendations of the maintenance schedule intervals applicable to the transmission;
  - Failure to use transmission fluids or maintain transmission fluid levels recommended in the Operator's Manual.
- **MAINTENANCE** — Normal maintenance (such as replacement of filters, screens, and transmission fluid) is not covered and is the owner's responsibility.
- **REPAIRS by UNAUTHORIZED DEALERS** — Defects and damage caused by a service outlet that is not an authorized Allison Transmission Distributor or Dealer are not covered.
- **USE of OTHER THAN GENUINE ALLISON TRANSMISSION PARTS** — Defects and damage caused by the use of parts that are not genuine Allison Transmission parts are not covered.
- **EXTRA EXPENSES** — Economic loss and extra expenses are not covered. Examples include but are not limited to: loss of vehicle use; inconvenience; storage; payment for loss of time or pay; vehicle rental expense; lodging; meals; or other travel costs.
- **"DENIED PARTY" OWNERSHIP** — Warranty repair parts and labor costs are not reimbursed to any participating or non-participating OEMs, dealers or distributors who perform warranty work for, or on behalf of, end users identified by the United States as being a "denied party" or who are citizens of sanctioned or embargoed countries as defined by the U.S. Department of Treasury Office of Foreign Assets Control. Furthermore, warranty reimbursements are not guaranteed if the reimbursement would be contrary to any United States export control laws or regulations as defined by the U.S. Department of Commerce, the U.S. Department of State, or the U.S. Department of Treasury.

## OTHER TERMS APPLICABLE TO CONSUMERS AS DEFINED by the MAGNUSON-MOSS WARRANTY ACT

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with these transmissions.

**ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE TRANSMISSIONS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR VEHICLE RENTAL EXPENSES) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.\*\***

\*\* Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

## OTHER TERMS APPLICABLE TO OTHER END-USERS

**THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE ALLISON TRANSMISSION MODELS LISTED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLISON TRANSMISSION DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TRANSMISSIONS. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.**

## QUESTIONS

If you have any questions regarding this warranty or the performance of warranty obligations, you may contact any Allison Transmission Distributor or Dealer or write to:

Allison Transmission, Inc.  
P.O. Box 894  
Indianapolis, IN 46206-0894  
Attention: Warranty Administration PF-9



# Fire and Rescue Apparatus

## 54 Months Material and Workmanship

## Camera System

# Limited Warranty

### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	This limited warranty covers repairs to correct any defect related to materials or workmanship of the Sharpvision camera system installed on the apparatus occurring during the warranty period.
Warranty Begins:	The date of delivery.
Warranty Period Ends After:	Fifty - Four (54) months
Conditions and Exclusions:  See Also Paragraphs 2 thru 4	This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*



**Pierce Warranty Statement for Gortite Roll Up Doors Rev 2/24/2011**

All mechanical components of the door shall be warranted to be free from defects in materials and workmanship for the lifetime of the vehicle. All parts covered under this warranty shall be to the original owner.

A&A manufacturing warrants that painted doors shall be free of blistering, peeling, bubbling, or any other adhesion defect caused by defective manufacturing methods or paint material selection. The time period for the coverage shall be 6 years from date of door shipment to Pierce. Satin anodized finish doors shall be warranted for 6 years against corrosion defects from date of door shipment to Pierce. Replacement of decals/Scotchlite is not covered.

The maximum amount A&A will reimburse for labor is \$60.00 per hour and the maximum amount of time allowed for repair is as follows:

Door	1.0 Hr.
Slat Replacement	1.0 Hr.
Pennant Plate Replacement	1.0 Hr.
Roller Replacement	.5 Hr.
Seal Replacement	.5 Hr.
Switch/Magnet Replacement	1.0 Hr.
Travel Time	4.0 Hr.





## AMITY FIRE AND SAFETY, INC.

3750 CHESTNUT ROAD  
ALBURTIS, PA 18011-0451  
Phone: 610-966-3115  
Fax: 610-965-6313

### \* STANDARD FIVE YEAR WARRANTY \*

(standard warranty is in effect for parts shipped after 4/15/10)

#### Three Function Swivel

**A. PRESHIPMENT TESTING** The Three Function Swivel fabricated by Amity which is exposed to pressure during normal use is subject to final inspection using the following pressure minimums:

1. Hydrostatic applications will be tested to 400 PSI unless specified otherwise on approved drawings. Operating pressures on installed systems are not to exceed 250 PSI at any point in the system. Warranty will be voided and Amity will not be held liable for failure and/or damage occurring from Water Hammering or freezing of water in any system.
2. Hydraulic applications will be tested to 4000 PSI. System operating pressure in application to be 3000 PSI maximum.
3. Dielectric and Continuity Test all circuits. 30 Amp max current loading.

**B. THREE FUNCTION SWIVEL MAINTENANCE** – Our Three Function Swivel has been fully tested at assembly. Under no circumstances is there to be any maintenance performed internally or externally to the Three Function Swivel by Purchaser or any other third party other than an authorized representative of or Amity itself. The Three Function Swivel is sealed and must remain so. The Three Function Swivel is designed for a long maintenance free life. Should any problems occur or replacement be necessary, first contact Amity. There is to be no field maintenance performed on the Three Function Swivel .

**C. MOUNTING REQUIREMENTS** – The following are the mounting requirements for the Three Function Swivel:

1. Mounting points and methods are to be determined at the initial design stage. All drawings and applicable documentation must be signed off by both parties and filed for future reference. No deviation to the approved mounting is allowed without approval from Amity.
2. The Three Function Swivel is to be mounted concentric to the center of the turntable bearing.
3. All inlet and outlet plumbing to conform to swivel mounting, under no circumstances is the Three Function Swivel to be positioned to match connections. This will avoid putting excessive loads on the Three Function Swivel. All tubing or piping to be supported by means other than the Three Function Swivel.

#### **D. LIMITED WARRANTY, LIMITATIONS, CONDITIONS AND PROCEDURES REQUIRED.**

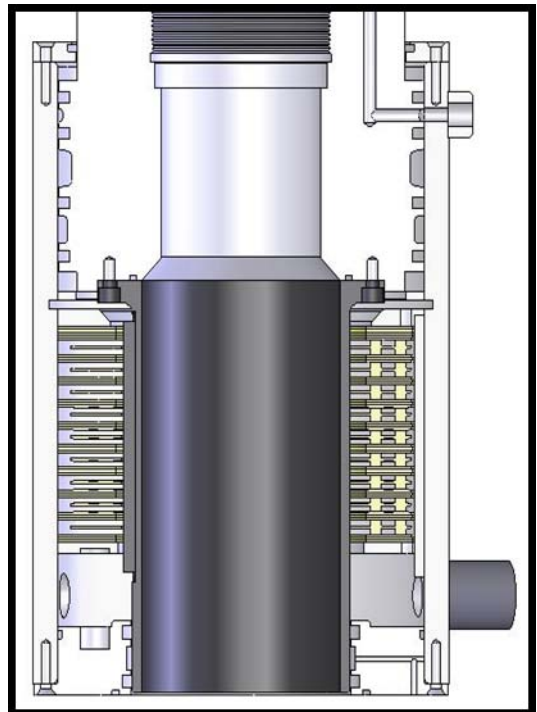
1. The Three Function Swivel is warranted to be free of defects in labor and/or materials for a period of five (5) years from the Date of Service. For purposes here, "Date of Service" shall mean the date when the Three Function Swivel, or the unit to which the Three Function Swivel is incorporated, passes final Underwriters Laboratory testing, or similarly compliant testing, and is certified for service. Evidence of such Date of Service shall be required in connection with any warranty claim by Purchaser.
2. The Three Function Swivel shall be repaired or replaced at the sole option and expense of the Amity provided the Three Function Swivel alleged to be defective was used for its intended normal use of operation and subject to the following qualifications and limitations.
3. Any alteration of the Three Function Swivel without consent from Amity is strictly forbidden and shall void warranty.
4. No welding shall be performed on finished Three Function Swivel.
5. No responsibility is assumed for any malfunctions or damages which are occasionally caused by foreign objects which may be ingested into water or hydraulic systems such as, but not limited to stones, sand or metal chips.
6. Amity assumes responsibility for our Three Function Swivel, which is defective only, and therefore, it will not assume responsibility for labor to either remove or install our Three Function Swivel unless it agrees in writing to assume such responsibility.
7. Unless otherwise approved in writing by the Amity all returns of defective Three Function Swivels (or allegedly defective Three Function Swivels) are at Purchaser's expense and must include a RGA number issued by the Amity.

8. All warranty claims must be presented at the time the problem occurs, or as soon as practical thereafter, either called or faxed to the Amity and include the numbers on the assembly's Amity's label with a detailed explanation of the difficulty in order for the matter to be appropriately evaluated and resolved.
9. Amity will not be held liable for damage incurred during shipment.
10. No responsibility shall be assumed for misuse or improper mounting, unreasonably use or abuse of the Three Function Swivel and or failure to provide or use improper maintenance, failure to follow written installation and use in instruction or any use other than the customary designed use.

**THE REMEDIES PROVIDED IN THE ABOVE EXPRESS LIMITED WARRANTY AND ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE. NO OTHER EXPRESS WARRANTIES ARE MADE. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE ARE LIMITED IN DURATION AS SET FORTH ABOVE. IN NO EVENT SHALL THE AMITY ASSUME OR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**THE WITHIN DESCRIBED WARRANTY SHALL ONLY BE AFFORDED TO THE ORIGINAL PURCHASER OR FOR INCORPORATION INTO ANOTHER UNIT AND TO FIRST PURCHASER AS PART OF COMPLETED UNIT, HOWEVER, THE WARRANTY PERIOD OF FIVE YEARS IS FROM THE DATE OF SERVICE WITH THE UNDERSTANDING IT IS INSTALLED WITHIN A REASONABLE TIME PERIOD.**

Dated: \_\_\_\_\_, 20\_\_





## AMITY FIRE AND SAFETY, INC.

3750 CHESTNUT ROAD  
ALBURTIS, PA 18011-0451  
Phone: 610-966-3115  
Fax: 610-965-6313

### \* STANDARD TEN YEAR WARRANTY \*

(standard warranty is in effect for parts shipped after 4/15/10)

#### Telescopic Waterways

**A. PRESHIPMENT TESTING** All waterways fabricated by Amity are final inspected using the following pressure minimums:

1. Hydrostatic applications will be tested to 400 PSI unless specified otherwise on approved drawings. Operating pressures on installed systems are not to exceed 250 PSI at any point in the system. Warranty will be voided and Amity will not be held liable for failure and/or damage occurring from Water Hammering or freezing of water in any system.

#### **B. COMPONENTS DESCRIPTION AND MAINTENANCE**

1. All components are thoroughly greased at assembly. Since internally lubricated seals are used, regular greasing is not required. We recommend components not be greased at installation.
2. Slip Tube Assemblies may be greased at the Amity's regularly scheduled Aerial Inspections. The seals in the Slip Tube Assemblies are self-lubricating, so greasing is not mandatory. We do recommend a visual inspection of the Slip Tube Assembly while it is fully extended after initial installation, from that point on we recommend inspection every ten hours of aerial operation. If any deposits of aluminum appear, they are to be rubbed off using a Teflon scouring pad. Slip Tube Assemblies are designed to give long maintenance free service; however, like any product, problems may occur and periodic visual inspections will aid in determining if a potential problem exists and warrants a call to us. Care must be taken to keep debris off of extended tubes. We recommend wiping tubes with light oil (10 weight) or hydraulic oil after use, if tubes appear to have contamination on them. Under no circumstance are tubes to be cleaned with lacquer thinner, or any other solvent.

#### **C. LIMITED WARRANTY, LIMITATIONS, CONDITIONS AND PROCEDURES REQUIRED.**

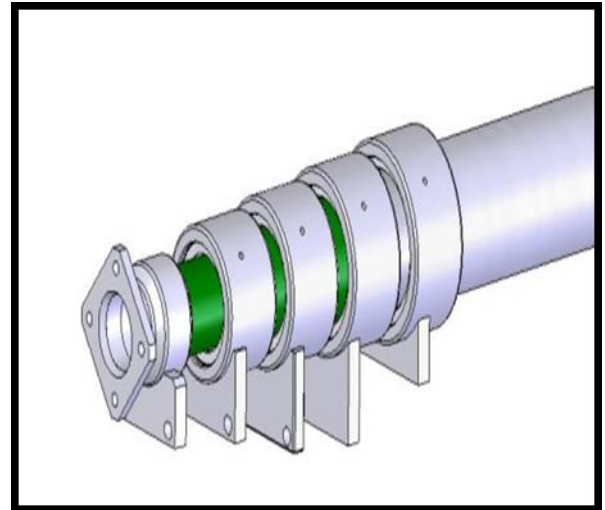
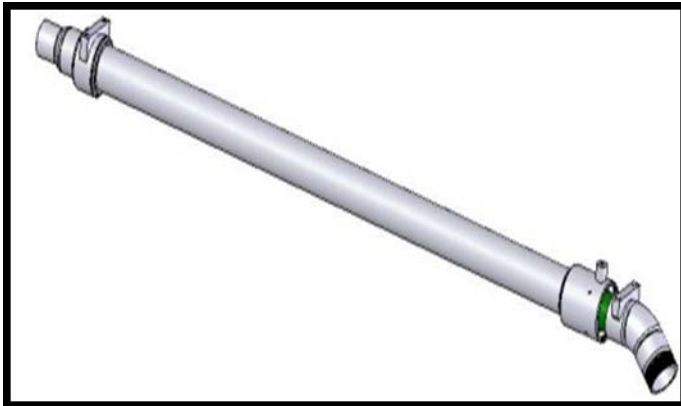
1. Products are warranted to be free of defects in labor and/or materials for a period of ten years from the date of purchase from the Amity and shall be repaired or replaced at the sole option and expense of the Amity provided the products alleged to be defective was used for its intended normal use operation and subject to the following qualifications and limitations.
2. Any alteration of product without consent from Amity is strictly forbidden and shall void warranty.
3. No welding shall be performed on finished product.
4. No responsibility is assumed for any malfunctions or damages which are occasionally caused by foreign objects which may be ingested into water system such as, but not limited to stones, sand or metal chips.
5. Amity assumes responsibility for our product, which is defective only, and therefore, it will not assume responsibility for labor to either remove or install our product unless it agrees in writing to assume such responsibility.
6. Unless otherwise approved in writing by the Amity all returns of defective (or allegedly defective products) are at Purchaser's expense and must include a RGA number issued by the Amity.
7. All warranty claims must be presented at the time the problem occurs, or as soon as practical thereafter, either called or faxed to the Amity and include the numbers on the assembly's Amity's label with a detailed explanation of the difficulty in order for the matter to be appropriately evaluated and resolved.
8. Amity will not be held liable for damage incurred during shipment.
9. No responsibility shall be assumed for misuse or improper mounting, unreasonable use or abuse of the Product and or failure to provide or use improper maintenance, failure to follow written installation and use in instruction or any use other than the customary designed use.

**THE REMEDIES PROVIDED IN THE ABOVE EXPRESS LIMITED WARRANTY AND ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE. NO OTHER EXPRESS WARRANTIES ARE MADE. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR**

FITNESS FOR A PARTICULAR PURPOSE OR USE ARE LIMITED IN DURATION AS SET FORTH ABOVE. IN NO EVENT SHALL THE AMITY ASSUME OR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THE WITHIN DESCRIBED WARRANTY SHALL ONLY BE AFFORDED TO THE ORIGINAL PURCHASER OR FOR INCORPORATION INTO ANOTHER UNIT AND TO FIRST PURCHASER AS PART OF COMPLETED UNIT, HOWEVER, THE WARRANTY PERIOD OF TEN YEARS COMMENCES UPON INSTALLATION INTO FINAL ASSEMBLY WITH THE UNDERSTANDING IT IS INSTALLED WITHIN SIX MONTHS OF PURCHASE.

Dated: \_\_\_\_\_, 20\_\_



**R. H. SHEPPARD CO., INC.**  
101 Philadelphia St.  
Hanover, PA 17331  
**Pierce Manufacturing Inc.**  
2600 American Drive  
Appleton, WI 54912

**LIMITED WARRANTY:** The R. H. Sheppard Co. Inc., ("Sheppard") warrants all M110PKG1 and M110SAU1 steering gears manufactured and sold to Pierce Manufacturing Inc. ("Pierce") for application on Pierce TAK-4 equipped vehicles to be free from defects of workmanship and material under normal use and service for a period of thirty six months from the in service date of the vehicle to its original owner.

Vehicle applications where Sheppard product is used require an application approval before production build. If Pierce uses Sheppard product for any purpose or application which has not been approved by Sheppard in advance, including aftermarket devices (defined as a device added to the steering system directly or indirectly affecting the performance or operation of the Sheppard product in its approved application) not tested and approved by Sheppard this limited warranty SHALL NOT APPLY AND SHALL BE VOID. SHEPPARD MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED. SHEPPARD EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

**SHEPPARD SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OR FOR LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF A PRODUCT.** Pierce expressly acknowledges its obligation to inform all users (customers) of the above disclaimer.

**CONDITIONS:** Claims under this Limited Warranty may only be made by Pierce. In no event shall Sheppard be held liable for warranty charges by unauthorized persons. No allowance will be made for repairs or alterations, unless made with the written consent of Sheppard. Authorized Pierce dealers shall be the only authorized repair facility for Sheppard products applied to Pierce vehicles. Any warrantable repair made under this Limited Warranty must be made on or before 36 months of the in-service date for the Product to which the claim relates. Sheppard shall not be liable for claims made after such date. Sheppard product fitted to Pierce vehicles that are repaired at a repair facility other than an authorized Pierce dealer within the warranty period will be considered for payment under the guidelines of this agreement only by joint written consideration of Sheppard and Pierce warranty departments. It shall be the responsibility of the Pierce warranty department to notify Sheppard if and when this situation occurs. Sheppard will not be held responsible for damage to other steering components such as but not limited to pumps and reservoirs due to improper adjustment of steering gear relief plungers. Vehicle downtime and towing will not be considered under warranty.

**REMEDIES:** The sole and exclusive remedy of Pierce for Sheppard's breach of the foregoing warranty is limited to the return and repair or reimbursement as follows:

**R. H. SHEPPARD CO., INC. WARRANTY**  
**Pierce Manufacturing Inc.**  
**Page 2**

**Warranty Support:** In support of the Pierce dealer network, Sheppard will provide a toll-free "Hotline" service to assist in the diagnosis and troubleshooting of steering problems. The R. H. Sheppard Co., Inc. Field Service Department can be reached at 1-800-274-7437 for assistance. Sheppard will require that Pierce dealers contact this toll-free "Hotline" for approval before product is removed from a vehicle in a warranty situation. When contacted regarding a warranty situation, the Sheppard representative will provide an authorization number for removal of the product. This Returned Goods Authorization (RGA) number must be included in all warranty correspondence and attached to all returned goods.

**Procedure:** In the event of a warranty situation, the servicing dealer shall contact the Sheppard Hotline and receive an RGA number before replacing any steering gear. For M110PKG1 and M110SAU1 steering gear models, the dealer will first obtain an RGA number from Sheppard, and then order the replacement gear from Pierce. Replacement M110PKG1 and M110SAU1 steering gears shall be shipped from Pierce once those models are in full production. A warranty claim for both parts and labor will then be generated by the dealer and sent to Pierce. After reviewing the claim, Pierce will submit it to Sheppard for reimbursement.

**Parts Reimbursement:** Sheppard agrees to reimburse Pierce at Pierce's purchase price plus 30% mark-up for parts found to be defective within the warranty period. Parts being returned for warranty consideration shall be sent to the R. H. Sheppard Company, 447 E. Middle St., Hanover, PA 17331 ATTN: Warranty Dept. Sheppard's determination as to whether the part is covered by the foregoing warranty is final and conclusive. Sheppard requires the return of complete steering gears only. Individual seals replaced under warranty **should not** be returned unless specifically requested by Sheppard. All parts being returned for warranty consideration must be clearly tagged with all pertinent warranty information including, but not limited to (1) Returned Goods Authorization number (RGA); (2) claim number; (3) date in service; (4) date of failure; (5) mileage; (6) part number; (7) labor hours; (8) dealer labor rate and; (9) dollar amount claimed. Claims submitted without prior authorization are subject to rejection under this agreement.

**Labor:** Labor to repair Sheppard product found to be defective within the warranty period will be reimbursed at not more than 10 hours per vehicle. Labor shall be reimbursed at the rate of \$85.00 USD per hour for M110PGK1 and M110SAU1 steering gears.

**Freight:** Pierce will collect M110PGK1 and M110SAU1 warranty material at a designated collection point. Inbound freight to the Pierce collection point will be the responsibility of Pierce. All warranty material should be returned from the Pierce collection point to R. H. Sheppard Co. Freight Collect by a Sheppard-specified common carrier based on location of the Pierce collection point. Sheppard does not require the return of failed seals. Any freight charges incurred for the return of seals will be the responsibility of Pierce. Parts returned for warranty consideration without prior authorization are subject to rejection under this agreement and may be subject to a charge back of inbound freight charges. Parts rejected under this warranty will be returned to Pierce Freight Collect or scrapped by Sheppard at Pierce's discretion.

**R. H. SHEPPARD CO., INC. WARRANTY**  
**Pierce Manufacturing Inc.**  
**Page 3**

**Outside Purchases:** Pierce authorized dealers shall be the only outlet for repair, warranty service and parts for Sheppard products applied to Pierce vehicles. Sheppard will not be responsible for consumables such as hoses, belts, fluids, fittings or miscellaneous shop material that may be required for the repair of the product.

**Warranty Documentation:** Warranty credit memos will be issued monthly to the Pierce Warranty Department. Monthly credit memos will include (1) claim number; (2) part number; (3) parts reimbursement; (4) labor reimbursement; (5) any applicable Pierce reference number and; (6) reason for rejection or acceptance of the claim. Credit memos will be issued in U.S. funds. Debits for warranty claims will not be accepted under this agreement. Claim disposition will constitute the final and conclusive resolution of warranty claims.

**Parts Retention:** Sheppard will retain parts submitted for warranty consideration for a period of sixty (60) days for any material found to be rejected for warranty. Sheppard will notify Pierce within sixty (60) days of receipt of Sheppard's determination as to whether any such part is covered by this warranty. Warranty reimbursement will be issued within thirty days of receipt of material at Sheppard.

**Good-Will Requests:** Good-Will requests will be considered jointly between Sheppard and Pierce for equitable compensation.

**RECALLS:** Sheppard retains the right to review information regarding federal motor vehicle recall and /or product repair programs if Sheppard products fitted to Pierce vehicles are alleged to be non-compliant with federal motor vehicle safety standards. Sheppard retains the right to review any claims of product defect or non-compliance before participating in reimbursement of expenses incurred as a result of alleged non-compliance or defect of its products. Sheppard agrees to negotiate in good faith for the reimbursement of expenses incurred by Pierce for all administrative, material and labor cost and expense associated with any recall where Sheppard product is found to be defective or non-compliant with federal motor vehicle standards.

**MISCELLANEOUS:** This writing constitutes the full complete and final statement of Sheppard's limited warranty for M110PKG1 and M110SAU1 products sold to Pierce. All prior oral or written correspondence, test data, negotiations, representations, understandings and the like regarding products are merged in this writing and extinguished by it. This limited warranty may not be altered, amended extended or modified except by a writing signed by the President or Vice President of Sheppard. No employee, vendor, dealer, distributor or other representative of Sheppard has authority to make statements to extend, expand, alter or amend the terms of this Limited Warranty. Sheppard expressly disclaims any statements contrary to the Limited Warranty. Sheppard's failure at any time to enforce any of the terms and conditions stated herein shall not constitute a waiver of any provisions herein. This Limited Warranty shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**R. H. SHEPPARD CO., INC. WARRANTY**  
**Pierce Manufacturing Inc.**  
**Page 4**

Any legal actions which may arise as a result of disputes, controversies or claims arising out of or related to this limited warranty shall be in such forum as Sheppard and Pierce shall agree, or, in the absence of agreement, in a court of appropriate jurisdiction other than in the county in which either party is located. This Limited Warranty shall not be assigned by Pierce.

**COOPERATIVE EFFORT:** Sheppard and Pierce agree to work cooperatively toward expanding this warranty coverage to a period of sixty months from the in service date. These cooperative efforts shall focus on examining the effects of increased heat generated by 2007 model engines and its impact on the entire power steering system.

**AGREEMENT:** This agreement is effective April 3, 2006 and may be modified by mutual agreement between Sheppard and Pierce of a signed amendment to be attached to the original Limited Warranty. There are no third party beneficiaries to this Limited Warranty. This warranty agreement applies to Pierce authorized dealers only. It does not encompass any special arrangements that Pierce may now have or that Pierce may enter into, with any other segments of the trucking industry. This warranty agreement does not apply to non-conforming product removed at Pierce assembly plants.

This Limited Warranty agreement between the R. H. Sheppard Co., Inc and Pierce Manufacturing Inc. may be terminated by either party with thirty days written notice prior to termination.

Signed at Pierce Manufacturing Inc., Appleton, WI this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**R. H. SHEPPARD CO., INC.**

**PIERCE MANUFACTURING INC.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title





# Fire and Rescue Apparatus

## Ten (10) Year Material and Workmanship

### Pierce 12V LED Strip Light

#### Limited Warranty

##### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	This limited warranty covers repairs to correct any defect related to materials or workmanship of the Pierce 12V LED strip lights installed on the apparatus occurring during the warranty period.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Year
Conditions and Exclusions:  See Also Paragraphs 2 thru 4	This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

##### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

##### 3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

##### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*



# Fire and Rescue Apparatus

## Five (5) Year Material and Workmanship - Transmission Oil Cooler Three (3) Year Collateral Damage Coverage

### Limited Warranty

#### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The transmission cooler shall be free from component or structural failures caused by defects in material and/or workmanship. Collateral damage up to \$10,000 per occurrence is available for the first three (3) years.
Warranty Begins:	The date of delivery to the first retail purchaser.
Warranty Period Ends After:	Five (5) Years on Oil Cooler and three (3) years on collateral damage coverage
Conditions and Exclusions:  See Also Paragraphs 2 thru 4	<p>This warranty does not cover repair due to accidents, misuse, and excessive vibration, flying debris, storage damage (freezing), negligence or modification. This warranty is void if any modification or repairs are performed without authorization. This also voids any future warranty.</p> <p>This warranty does not cover cost of maintenance or repairs due to lack of required maintenance services as recommended. Performance of the required maintenance and use of proper fluids are the responsibility of the owner.</p> <p>Towing is covered to the nearest distributor or authorized dealer only when necessary to prevent further damage to your transmission.</p> <p>Labor costs for the removal and reinstallation of goods may be covered when necessary to make repairs. Please contact your OEM for authorization.</p> <p>Replacement of cooler during the warranty period is limited to 100% of reasonable labor costs up to a maximum of \$700 to remove, replace, or repair the oil cooler.</p>

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

#### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

#### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

#### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*



# Fire and Rescue Apparatus

## Three (3) Year Material and Workmanship Meritor Wabco ABS Brake System Limited Warranty

### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The Meritor Wabco ABS brake system shall be covered by Meritor Wabco as indicated in the attached Meritor Wabco warranty coverage description
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Three (3) Year
Conditions and Exclusions:  See Also Paragraphs 2 thru 4	The exclusions listed in the attached Meritor Wabco warranty description shall apply.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*

**MERITOR® COMMERCIAL VEHICLE SYSTEMS**



**WARRANTY / MODEL  
YEAR 2013 VEHICLES**



**MERITOR®**



# WARRANTY INFORMATION CONTENTS

Effective Model Year 2013 Vehicles

Linehaul .....	4-5
General Service.....	6-7
Heavy Service .....	8-9
Off-Highway Service .....	10
Terms and Conditions .....	11

## How to Read Warranty Coverage

Number of Years	Mileage (in thousands) Unl=Unlimited	P=Parts Only P&L=Parts & Labor
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Models or components that are approved for use by Meritor's vocational guidelines contained in Meritor Publication TP-9441 for axles, SP-8320 for trailer axles, which are not specifically listed, are warranted for one year, unlimited miles, parts only (1/Unl/P).

# HEAVY SERVICE WARRANTY INFORMATION

## HEAVY SERVICE VEHICLES

- Airport Rescue Fire (ARF)
- Airport Shuttle
- Asphalt Truck
- Block Truck
- Bottom Dump Trailer Combination
- Cementing Vehicle
- City Bus
- Commercial Pick-Up
- Concrete Pumper
- Construction Material Hauler
- Crash Fire Rescue (CFR)
- Mixer
- Demolition
- Drill Rig
- Dump
- Emergency Service
- Equipment Hauling
- Flatbed Trailer Hauler
- Flatbed Truck
- Fracturing Truck
- Front Loader
- Geophysical Exploration
- Hopper Trailer Combinations
- Landscaping Truck
- Liquid Waste Hauler
- Log Hauling
- Lowboy
- Michigan Special Gravel Trains
- Michigan Special Log Hauler
- Michigan Special Steel Hauler
- Michigan Special Waste Vehicle
- Municipal Dump
- Rapid Intervention Vehicle (RIV)
- Rear Loader
- Recycling Truck
- Residential Pick-Up
- Rigging Truck
- Roll-Off
- Scrap Truck
- Semi-End Dump
- Sewer/Septic Vacuum
- Shuttle Bus
- Side Loader
- Snowplow/Snowblower
- Steel Hauling
- Tanker
- Tank Truck
- Tractors with Pole Trailers
- Tractor/Trailer with Jeeps
- Transfer Dump
- Transfer Vehicle
- Transit Bus
- Trolley
- Utility Truck
- Winch Truck

## HEAVY SERVICE TYPICALLY IS

- Moderate mileage operation (less than 60,000 miles per year)
- On/Off road vocations (10% or more off-road)
- Moderate to frequent stops/starts (up to 10 stops per mile)

Coverage under Meritor's warranty requires that the application of products be properly approved pursuant to OEM, Meritor, Meritor WABCO, and ZF engineering approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, and/or contact Meritor regarding specific application approval questions on any product line.

## FRONT DRIVE/NON-DRIVE STEER AXLES – 2/UNL/P&L

FD-965	FG-941	MFS-6-162B	MFS-10-143A-N	MFS-16-122A-N	MX-16-120
FF-941	FG-943	MFS-6-162C	MFS-10-144A-N	MFS-16-143A-N	MX-17-140
FF-942	FH-941	MFS-7-113C-N	MFS-12-143A-N	RF-16-145	MX-19-140
FF-943	FH-945	MFS-7-153C-N	MFS-12-144A-N	MFS-18-133A-N	MX-21-140
FF-944	FH-946	MFS-7-163C-N	MFS-12-155	MFS-20-133A-N	MX-21-160
FF-946	FL-941	MFS-8-113B-N	MFS-13-143A-N	RF-21-160	MX-23-160
FF-961	FL-943	MFS-8-153B-N	MFS-13-144A-N	MX-10-120	MX-23-810
FF-966	MFS-6-151A-N	MFS-8-163B-N	MFS-13-155	MX-12-120	
FF-967	MFS-6-153B	MFS-10-122A	MFS-14-143A-N	MX-14-120	

## CLUTCHES

15.5" HD Clutch <sup>1</sup>	1/100/P&L
15.5" TwinXTend	1/100/P&L
17" FreedomLine Clutch	1/100/P&L

<sup>1</sup> Products with an in-service date prior to 11/01/02 warranted by Meritor Clutch Company.

## DRIVELINES – 1/UNL/P&L

RPL	92N	RN	MXL
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## REAR DRIVE SINGLE AXLES – 2/UNL/P&L

MS-10-113	RC-23-160	MS-26-616
RS-13-120	RH-23-160	RS-26-185/380
RS-15-120	RS-23-160	MS-30-616
MS-17-14X	RS-23-160	RH-30-185
RS-17-144/145/A	RC-23-161	RS-30-185/380
MS-19-14X	RH-23-161	MS-35-380
RS-19-144	RS-23-161	RS-38-380
MS-21-114	RS-23-186/380	RC-25-160
MS-21-14X	RC-23-162	RC-26-633
RS-21-145	RC-23-165	MT-58-616
RS-21-145/A	RS-24-160	71162
RS-21-160	RS-25-160	71163
RC-22-145	RH-26-185	

# OFF-HIGHWAY SERVICE WARRANTY INFORMATION

## INDUSTRIAL AND OFF-HIGHWAY SERVICE VEHICLES

- Load-On/Load-Off
- Port Tractor
- Rail Yard Spotter
- Roll-On/Roll-Off
- Stevedoring Tractor
- Trailer Spotter
- Yard Jockey
- All-Terrain Crane
- Rough Terrain Crane
- Forestry
- Material Handling
- Specialized Heavy Haul
- Specialized Mining
- Excavator
- Compactor
- Fertilizer Spreader
- Snow Blower
- Mining
- Rail Car Mover
- Loader
- Tow Tractor
- Pushback Tractor

## INDUSTRIAL AND OFF-HIGHWAY SERVICE TYPICALLY IS

- Low mileage operation
- Low speed vehicle speed restriction
- Vehicles are **not** typically licensed for highway use
- Six (6) starts/stops per mile (typical)

Coverage under Meritor's warranty requires that the application of products be properly approved pursuant to OEM, Meritor, Meritor WABCO, and ZF engineering approvals. Refer to TP-9441 for axles and/or contact Meritor regarding specific application approval questions on any product line.

## DRIVE STEER AXLES – 1/UNL/P

MOR	MOX	MOC
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## FRONT NON-DRIVE STEER AXLES – 1/UNL/P

FF - 941	FL - 943	MFS-16-143A-N
FF - 943	MFS-12-143A-N	MFS-18-133A-N
FF - 961	MFS-12-144A-N	MFS-20-133A-N
FF - 966	MFS-13-143A-N	MON-ZO FAMILY
FG - 941	MFS-13-144A-N	
FG - 943	MFS-14-143A-N	
FL - 941	MFS-16-122A-N	

## PLANETARY AXLES – 1/UNL/P

MOR	MOX	MOC	MOT
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## REAR DRIVE SINGLE AXLES – 1/UNL/P

RS-23-186	MS-30-616	MS-35-380
RS-23-380	RS-30-185	
RS-24-160	RS-30-380	

## DRIVELINES – 1/UNL/P

RPL	RN	MXL
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## REAR DRIVE TANDEM AXLES – 1/UNL/P

MT-44-14X/P	MT-70-380	RT-46-164EH/P
MT-52-616	RT-44-145/P	RT-50-160/P
MT-58-616	RT-46-160/P	

## BRAKE COMPONENTS

Cam P	3/Unl/P
Cam Q Plus™	3/Unl/P&L
ASA	3/Unl/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
LX500 Feature <sup>1</sup>	1/Unl/P

<sup>1</sup> Includes: bushing, seal, cam and ASA.

<sup>2</sup> Based on stamped wear diameter max.

## MERITOR WABCO COMPONENTS<sup>1</sup>

ABS (Anti-Lock Braking System) Air/Hydraulic	3/300/P&L
Air Dryers (ALL)	1/100/P&L
Leveling Valves	1/Unl/P&L
Air Brake Valves	1/100/P
Clutch Controls	2/200/P&L
Air Compressors <sup>2</sup>	1/100/P&L
Actuator	1/100/P&L

<sup>1</sup> Warranted by Meritor WABCO Vehicle Control Systems.

<sup>2</sup> WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by Meritor WABCO. Please contact your respective dealer/distributor of those engines for warranty and servicing.

# TERMS AND CONDITIONS

## COVERAGE EXCLUSIONS:

### Product Description

#### All

The cost of any repairs, replacements or adjustments to a covered component (1) associated with noise; (2) resulting from the use or installation of non-genuine Meritor components or materials; (3) due to vibration associated with improper operation or misapplication of drivetrain components; and (4) damage resulting from corrosion.

#### Front Axles

King Pin Bushings.

#### Rear Axles

Self-contained traction equalizers and oil filters. The use of NoSPIN differentials will result in the exclusion of axle shafts from warranty considerations. NoSPIN is a product of Eaton.

#### Clutch

Friction face and mating surface of center and pressure plate, wear pads and clutch brake.

#### ASA

Boot and bushing. Bent, broken, over-torqued, missing or otherwise damaged pawl assemblies.

#### ABS, Electronic Stability Control (ESC), Roll Stability Control (RSC) and OnGuard

Cut, broken, chaffed or otherwise damaged cable wires. Damaged sensors from removal when seized in block, or sensor adjustments/alignments. Valve failures due to contamination in air system. E.C.U. failures due to excessive over-voltage conditions.

#### Air Dryers

Mounting brackets (see vehicle OEM). Desiccant cartridge housing only.

#### Air System Components

Gladhand seals, dash valve knobs, valve actuation handles, treadles, pedals. Water and other contamination damage that is due to the use of a non-genuine air dryer cartridge will not be covered.

#### Cam Brake

Brake lining wear and brake shoe "rust-jacking."

#### Disc Brake

Pad wear, rotor wear.

## COVERAGE LIMITATIONS:

### Product Description

#### All

Any claim beyond 60 days from date of repair will not be accepted or honored under this warranty program.

#### Front Axles

Tie rod and tie rod ends limited to 3-year/300,000-mile or published vocational coverage, whichever is less. Wheel seals, gaskets and wheel bearings are covered for 1 year/unlimited miles if the wheel end equipment is supplied and assembled by Meritor.

#### Rear Axles

Pinion and through shaft seals limited to 3-year/300,000-mile or published vocational coverage, whichever is less, if yoke is installed by Meritor. If yoke is not installed by Meritor, then Meritor does not warrant pinion seals. Wheel seals, gaskets and wheel bearings are covered for 1 year/unlimited miles if the wheel end equipment is supplied and assembled by Meritor.

#### Rear Axles

The Meritor® breather part number A-2297-C-8765 with A-3196-J-1336 hose must be used for eligibility of any potential warranty consideration relating to contamination and/or loss of lube in axles.

#### Cam Brake

Limited to bracket, brake spider and camshaft structural integrity.

#### X30

Wearable life is up to the discard diameter of the drum.

#### Disc Brake

Warranty coverage for boots, seals, bushings and pins is 2/200/P. Warranty coverage for pads is 1/100/P.

Warranty coverage on vehicles with 1,850 lb-ft engine torque and over may be reduced on individual drivetrain components. Contact your Meritor representative for specific details.



# TERMS AND CONDITIONS

## (1) What is Covered by this Commercial Warranty?

Meritor Inc. warrants to the owner ("Owner") that the components listed in this publication, which have been installed by an Original Equipment Manufacturer ("OEM") as original equipment in vehicles licensed for on-highway use, will be free from defects in material and workmanship. This warranty coverage begins only after the expiration of the OEM's vehicle warranty for the applicable covered components. Warranty coverage ends at the expiration of the applicable time period from the date of vehicle purchase by the first Owner, or, the applicable mileage limitation, whichever occurs first. Duration of coverage varies by component and vocation as detailed elsewhere in this warranty statement.

Some components are warranted for parts only and the Owner must pay any labor costs associated with the repair or replacement of the component. Other components are warranted for both parts and reasonable labor to repair or replace the subject component. Components (whether new, used or remanufactured) installed as replacements under this warranty are warranted only for the remainder of the original period of time or mileage under the original warranty.

For certain components, coverage requires the use of specific extended drain interval or synthetic lubricants. For further information about lubrication and maintenance, see Meritor publication Maintenance Manual Number I and the applicable Meritor maintenance manual for the product in question. Other conditions and limitations applicable to this warranty are detailed below.

## (2) Designation of Vocational Use Required.

To obtain warranty coverage, each Owner must notify Meritor through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the Meritor components have been incorporated prior to the vehicle in-service date. This notification may be accomplished by registering the vehicle through your OEM new truck and/or trailer dealer or with Meritor directly. Failure to notify Meritor of (I) the intended vocational use of the vehicle or (II) a change in vocational use from that which was originally designated, will result in the application of a one year, unlimited mileage, parts only warranty (1/Unl/P) from the initial in-service date.

A second Owner and each subsequent Owner must also notify Meritor as to the intended vocational use of the vehicle. This notification can be sent directly to Meritor or through the OEM new truck and/or trailer dealer. The duration and mileage coverage of this warranty cannot exceed the coverage extended to the first Owner after his or her initial designation of vocational use.

Coverage under Meritor's warranty requires that the application of products be properly approved pursuant to OEM, Meritor, Meritor-WABCO, and ZF engineering approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, and/or contact Meritor regarding specific application approval questions on any product line.

## (3) What is the Cost of this Warranty?

There is no charge to the Owner for this warranty.

## (4) What is not Covered by this Warranty?

This warranty does not cover normal wear and tear; nor does it cover a component that fails, malfunctions or is damaged as a result of (I) improper installation, adjustment, repair or modification (including the use of unauthorized attachments or changes or modification in the vehicle's configuration, usage, or vocation from that which was originally approved by Meritor), (II) accident, natural disaster, abuse, or improper use (including loading beyond the specified maximum vehicle weight or altering engine power settings to exceed the transmission, axle, driveline, and/or clutch torque capacity), or (III) improper or insufficient maintenance (including deviation from approved lubricants, change intervals, or lube levels). This warranty does not cover any component or part that is not sold by Meritor. For vehicles that operate full or part time outside of the United States and Canada, a one year, unlimited mileage, parts only warranty (1/Unl/P) will apply.

## (5) Remedy.

The exclusive remedy under this warranty shall be the repair or replacement of the defective component at Meritor's option. Meritor reserves the right to require that all applicable failed materials are available and/or returned to Meritor for review and evaluation.

## (6) Disclaimer of Warranty.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESSED, IMPLIED OR STATUTORY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

## (7) Limitation of Remedies.

In no event shall Meritor be liable for special, incidental, indirect, or consequential damages of any kind or under any legal theory, including, but not limited to, towing, downtime, lost productivity, cargo damage, taxes, or any other losses or costs resulting from a defective covered component.

## (8) To Obtain Service.

If the Owner discovers within the applicable coverage period a defect in material or workmanship, the Owner must promptly give notice to either Meritor or the dealer from which the vehicle was purchased. To obtain service, the vehicle must be taken to any participating OEM new truck and/or trailer dealer or authorized Meritor service location. The dealer will inspect the vehicle and contact Meritor for an evaluation of the claim. When authorized by Meritor, the dealer will repair or replace during the term of this warranty any defective Meritor component covered by this warranty.

## (9) Entire Agreement.

This is the entire agreement between Meritor and the Owner about warranty and no Meritor employee or dealer is authorized to make any additional warranty on behalf of Meritor. This agreement allocates the responsibilities for component failure between Meritor and the Owner.



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For more information:  
866-OnTrac1 (866-668-7221)  
**meritor.com**

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# Fire and Rescue Apparatus

## Three (3) Year Material and Workmanship Velocity and Impel Custom Chassis

### Limited Warranty

#### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Portions of the apparatus manufactured by Pierce shall be free from defects in material and workmanship
Warranty Begins:	The date the apparatus is placed in service, or 60 days from the original buyer invoice date, whichever comes first.
Warranty Period Ends After:	Three (3) Years, or 30,000 Miles, or 5000 Engine Hours
Conditions and Exclusions:  See Also Paragraphs 2 thru 4	This limited warranty applies, where applicable, to Goldstar lamination, defroster heater coil and motor blower assembly (excluding the FET PWM module), heater, air conditioning condenser coil and fan/motor assembly, air conditioning evaporator coil and motor blower assembly (excluding the drain pan pump and thermostat), under seat heaters coil and motor blower assembly (excluding the FET PWM module), HVAC electronic switches, HVAC hoses and hard lines, heater water valve, Pierce PS6 seat frames and hardware, Pierce One-Eleven mirrors, Pierce hands-free scba holder, cracking or color loss of roto-molded components, Meritor rear axle, Wabco ABS system, cab door handles, Standen spring suspension components, and the gauge instrument cluster.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

#### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

#### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

#### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*



## **MANUFACTURER'S LIMITED WARRANTY - HYDRAULIC GENERATORS**

### **FIRE & EMERGENCY VOCATION**

Harrison Hydra-Gen® (Seller) extends to the original purchaser (Buyer) of goods for use (whether it be an OEM, dealer, re-seller, or end-user) the following warranty covering the Harrison Hydra-Gen® Generator System, subject to the qualifications indicated. Harrison Hydra-Gen® Generator Systems shall consist of a Harrison generator tray assembly and its' components, a Harrison hydraulic pump assembly, and a Harrison supplied meter assembly; unless otherwise specified in below guidelines.

Harrison Hydra-Gen® warrants the original purchaser that the Generator System manufactured or supplied by Harrison Hydra-Gen® will be free from defects in materials and workmanship, provided such goods are:

1. Installed, operated and maintained in accordance with the Harrison Hydra-Gen® owner's manual, and/or written installation addendums.
2. Each new application has been reviewed and approved by the Harrison Hydra-Gen® Application Engineering Group.

### **PERIOD OF WARRANTY**

\*Six (6) years or 1000 hours of usage, whichever comes first, from the date the product is shipped from Harrison to the Installer.

**\*The END USER must complete and return to Harrison Hydra-Gen® the Harrison Hydra-Gen® Warranty Registration Card, Form WR-1, provided in the generator manual and provided online @ [www.harrisonhydragen.com](http://www.harrisonhydragen.com), within 45 days of delivery.**

**Warranty includes all parts and labor.** In addition, maintenance items that are contaminated or damaged by a proven warrantable failure are covered in years 1-2, and Labor time up to 4 hours, travel time up to 2.5 hours, and mileage up to 100 miles for warranty related repairs are covered in years 1-2.

Repair or replacement parts are warranted for ninety (90) days from date of purchase, excluding labor and travel expenses. Any part repaired or replaced during the warranty period assumes the remainder of the warranty or ninety (90) days, whichever is greater.

Only components supplied by Harrison Hydra-Gen® are covered under this warranty.



There is no other express warranty. Implied warranties, including merchantability and fitness for a particular purpose, are limited to periods set forth above and to the extent permitted by law. Any and all implied warranties are excluded. In no event is Harrison Hydra-Gen® liable for incidental or consequential damages.

The Buyer (OEM, dealer, re-seller, or end-user) must notify Harrison Hydra-Gen®, an Authorized Distributor, or a designated Harrison Hydra-Gen® Service Representative, **in writing**, within thirty (30) calendar days after goods or parts failed to meet this warranty.

The sole liability of Harrison Hydra-Gen® and the Buyer's sole remedy for a failure of goods under this warranty and for any and all other claims arising out of the purchase and use of the goods, including negligence on the part of the manufacturer, shall be limited to the repair or replacement of the product, at the option of Harrison Hydra-Gen®, of the parts that do not conform to this warranty, provided that the product or parts are returned to the Harrison Hydra-Gen® manufacturing facility.

A Returned Goods Authorization (RGA) is required for all products and parts being returned, and may be requested by phone, fax, email, or mail.

Failure to make timely delivery to Harrison Hydra-Gen® of the goods claimed to be defective shall void any warranty.

Unless previous written agreements have been made between the Buyer and Harrison Hydra-Gen®, the Buyer shall be responsible for all freight and shipping charges in connection with the delivery of the goods claimed to be defective, to Harrison Hydra-Gen® at its manufacturing facility, and the return of repaired or replacement goods to the Buyer.

If Harrison Hydra-Gen® determines that no warranty coverage is available for goods claimed to be defective, whether determination is based on the warranty being voided, the product failure being due to a cause not covered by the warranty, the failure to make a timely and proper warranty claim, or otherwise, the Buyer shall have the option of either:

1. Having the goods not repaired and returned to the Buyer, freight collect.
2. Having the goods repaired, If Harrison Hydra-Gen® determines that the product is repairable, and returned to the Buyer, freight collect. The Buyer will be responsible for all costs associated with the repair and testing of the goods and shall authorize Harrison Hydra-Gen®, in writing, to have the goods repaired and tested by Harrison Hydra-Gen®.

The owner is obligated to operate and maintain the goods in accordance with the recommendations published by Harrison Hydra-Gen® in the owner's manual. The owner is



responsible for the costs associated with such maintenance and any adjustments that may be required.

This warranty shall not apply to:

1. Damages or defects caused by normal wear, accident, misuse, abuse, abnormal operating conditions, negligence, corrosion, accident causes, or attributable to written specifications or instructions furnished by the installer.
2. Damages or defects caused by improper maintenance in accordance with the Harrison Hydra-Gen® product manuals and operating guidelines.
3. Damages caused by operator error.
4. Damages or defects caused by improper installation.
5. Damages or defects caused by inadequate water drainage provided by the installer in the area where the generator is installed or stored.
6. Damages or defects caused by inadequate air flow space or ventilation provided by the installer in the area where the generator is installed.
7. Any product or part altered or modified by the installer or service facility without written prior consent by Harrison Hydra-Gen®.
8. Cost of normal maintenance, adjustments, installation or start-up.
9. Normal wear items and components needing periodic maintenance such as rubber hoses and filters.
10. Excessive labor due to components being concealed in vehicle as a result of installation.
11. Water, road debris, excessive dirt, salt, abrasive particles, or large foreign objects found in the generator.
12. Telephone or other communications expense.
13. Paint, hydraulic fluid, and interconnecting hoses (internal or external to system assemblies).

This warranty gives you specific legal rights, and you may also have other rights that may vary from state to state or province to province.

No person is authorized to give any other warranties or to assume any other liabilities behalf of Harrison Hydra-Gen®, unless made or assumed in writing by an officer of Harrison Hydra-Gen®.

Contact Harrison Hydra-Gen® for questions regarding your warranty rights and responsibilities at (281) 807-4420; or visit our website at [www.harrisonhydragen.com](http://www.harrisonhydragen.com).

NOTE: Please refer to the **MANUFACTURER'S LIMITED WARRANTY; IHT SYSTEMS** for warranty guidelines specific to the IHT system.





# Fire and Rescue Apparatus

## Two (2) Year Material and Workmanship

### Meritor Axles

## Limited Warranty

#### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The Meritor axle shall be covered by Meritor as indicated in the attached Meritor warranty coverage description
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Two (2) Year
Conditions and Exclusions:  See Also Paragraphs 2 thru 4	The exclusions listed in the attached Meritor warranty description shall apply.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

#### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

#### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

#### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*

# MERITOR® COMMERCIAL VEHICLE SYSTEMS

WARRANTY/MODEL YEAR 2018 VEHICLES



**MERITOR**





# WARRANTY INFORMATION CONTENTS

Effective Model Year 2018 Vehicles

Linehaul ..... 3-4

General Service ..... 5-6

Heavy Service..... 7-8

Off-Highway Service..... 9

Terms and Conditions..... 10

## How to Read Warranty Coverage

Number of Years	Mileage (in thousands) Unl=Unlimited	P=Parts Only P&L=Parts & Labor
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**Notice:**

Models or components that are approved for use by Meritor’s vocational guidelines contained in Meritor Publication TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, which are not specifically listed, are warranted for one year, unlimited miles, parts only (1/Unl/P).

Products purchased on an incomplete vehicle (glider) are limited to one year, unlimited miles parts only (1/Unl/P).

## Advantage Program

Purchasing additional coverage on select components will continue to safeguard your investment against major repair costs after the initial base coverage expires. You can find out more about the Advantage Program by visiting [www.meritor.com](http://www.meritor.com) or by contacting Meritor at 866-OnTrac1 (866-668-7221).





# LINEHAUL WARRANTY INFORMATION

## Linehaul Vehicles

- |                        |                   |                    |                        |
|------------------------|-------------------|--------------------|------------------------|
| ■ Auto Hauler          | ■ Flatbed         | ■ Livestock Hauler | ■ Refrigerated Freight |
| ■ Bulk Hauler          | ■ General Freight | ■ Moving Van       | ■ Tanker               |
| ■ Chip Hauler (Truck)* | ■ Grain Hauler    | ■ Pipe Hauler      | ■ Triples              |
| ■ Doubles              |                   |                    |                        |

\* Chip Hauler vehicles require specific axle models listed below and Linehaul condition to be eligible for Linehaul warranty consideration.

## Linehaul Typically Is

- High mileage operation (over 60,000 miles/year)
- Well maintained major highways of concrete or asphalt construction
- Greater than 30 miles between starting and stopping

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

## Front Non-Drive Steer Axles – 5/750/P&L

FD-965	FF-966	MFS-10-144A-N	MFS-12-132C-N	MFS-13-122C-N	MFS-14-143A-N
FF-941	FF-967	MFS-12-122A-N	MFS-12-143A-N	MFS-13-132B-N	
FF-942	FG-941	MFS-12-122B-N	MFS-12E-143A-N	MFS-13-132C-N	
FF-943	FG-943	MFS-12-122C-N	MFS-12-144A-N	MFS-13-143A-N	
FF-944	MFS-10-122A	MFS-12E-122A-N	MFS-13-122A-N	MFS-13-144A-N	
FF-961	MFS-10-143A-N	MFS-12-132B-N	MFS-13-122B-N	MFS-14-122A-N	

## Rear Drive Single Axles – 5/750/P&L

RS-19-144/145/A	RS-21-160
MS-19-14X	RS-23-160
MS-21-144	RS-23-161
RS-21-145	RS-23-186

## Rear Drive Tandem/Tridem Axles – 5/750/P&L

RT-34-144/P/A	MA-40-165	MT-40-943
RT-40-145/A	MA-40-175	MT-40-943-SP
RT-40-160/P <sup>1,2</sup>	MT-34-14X/P	RZ-166 <sup>2</sup>
RT-46-160/P <sup>1,2</sup>	MT-40-14X/P	RZ-188
RT-46-164EH/P <sup>1,2</sup>	MT-40-14X/P	
RT-50-160/P <sup>1,2</sup>	MT-40-144/P	

## Drivelines

RPL	5/500/P, 1/Unl/P&L
MXL	3/350/P, 1/Unl/P&L
155N	1/Unl/P
92N	1/Unl/P

<sup>1</sup> These models required for Chip Hauler and Linehaul warranty consideration.  
<sup>2</sup> Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.



# LINEHAUL WARRANTY INFORMATION

## Brake Components

Cam Q Series Trailer Brakes	5/500/P, 1/100/L
LX500 Feature <sup>1</sup>	5/750/P&L
Q+ Drum Brake™	5/500/P, 1/Unl/P&L
ASA	5/500/P, 1/Unl/P&L
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
STEELite X30 Drum Brake™ <sup>2</sup>	12-Years or Wearable Life/P
EX+ Air Disc Brake™	5/500/P, 1/Unl/L

<sup>1</sup> Includes: bushing, seal, cam, ASA lubrication and wear coverage of 3/500/P&L.

<sup>2</sup> Based on stamped wear diameter max.

## Trailer Axles

Beam and Brackets	5/500/P, 1/100/L
Wheel End Systems <sup>1</sup>	
Standard System <sup>2</sup>	1/100/P&L
PreSet by Meritor <sup>3</sup>	5/500/P&L
AxlePak5 <sup>4</sup>	5P/L
AxlePak7 <sup>5</sup>	7P/L

<sup>1</sup> Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

<sup>2</sup> When installed by Meritor.

<sup>3</sup> Requires approved hubcap stating PreSet by Meritor on hubcap face.

<sup>4</sup> When specified with AxlePak5 wheel end system, coverage on MTIS thru-tee and stator is 5/500P, 3/500L.

<sup>5</sup> When specified with AxlePak7 wheel end system, coverage on MTIS thru-tee and stator is 7/750P, 3/500L.

(For brake components and ABS coverage, refer to appropriate product warranties.)

## TAG/Pusher Axles<sup>1</sup>

TQ, TQD, TR, TRD Beam and Brackets	5/750/P&L
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<sup>1</sup> For brake components and ABS Coverage, refer to appropriate product warranties.

## Meritor Tire Inflation System by PSI

MTIS Components	3/500/P&L
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## Trailer Air Suspension Systems

MPA38/40 (Tandem Axle Parallelogram) <sup>1</sup>	
Major Structural Components	5/500/P, 1/100/L
Curbing Damage Warranty <sup>2</sup>	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs	2/200/P, 1/100/L
Bushings	7/700/P, 5/500/L
PinLoc Air Controls	1/100/P&L
PinLoc Actuator	3/300/P&L
MPA20 (Single Axle Parallelogram)	
Major Structural Components	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs	2/200/P, 1/100/L
Bushings	7/700/P, 5/500/L
MTA (Trailing Arm)	
Major Structural Components	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs & Rebound Straps	2/200/P, 1/100/L
Bushings	5/500/P, 3/300/L

<sup>1</sup> Fastener torque coverage is limited to 2/Unl P&L when torqued by Meritor (For axle and ABS coverage, refer to appropriate product warranties.)

<sup>2</sup> “Curbing damage” is defined as deformation (bending, buckling, or breakage), caused by sudden impact with a curb or similar fixed object. Damage to the RideSentry slider box (the suspension sliding subframe, consisting of the frame rails, crossmembers, and central A-frame assembly), caused by accidental trailer impact with a curb or similar fixed object, is eligible for warranty coverage. Damage to other components or damage resulting from collision with another vehicle, rollover or fire is not covered under this provision. Warranty is not transferrable to another trailer VIN, and coverage does not apply if the trailer is deemed to be a total loss, scrapped, or otherwise not salvageable.



# GENERAL SERVICE WARRANTY INFORMATION

## General Service Vehicles

■ Aerial Ladder Truck	■ Front Engine Commercial Chassis	■ Municipal Truck	■ Refrigerated Freight
■ Aerial Platform	■ Front Engine Integral Coach	■ Newspaper Delivery	■ School Bus
■ Ambulance	■ General Freight	■ Pick-Up and Delivery	■ Stake Truck
■ Auto Hauler	■ Intercity Coach	■ Pipe Hauler	■ Tanker
■ Beverage Truck	■ Intermodal Chassis	■ Platform Auto Hauler	■ Tanker Truck
■ Chip Hauler	■ Livestock Hauler	■ Pumper	■ Tour Bus
■ Cross Country Coach	■ Meat Packer	■ Rear Engine Integral Coach	■ Wrecker
■ Flatbed	■ Moving Van	■ Recreational Vehicles	

## General Service Typically Is

- Lower mileage operations (less than 60,000 miles/year)
- Generally, on-road service (less than 10% off-road)
- An average of three (3) miles between starting and stopping

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

## Front Drive/Non-Drive Steer Axles – 2/Unl/P&L

FD-965	FH-941	MFS-7-153C-N	MFS-12E-122A-N	MFS-13-122C-N	MFS-18-135A-N
FF-941	FH-946 <sup>1</sup>	MFS-7-163C-N	MFS-12-122B-N	MFS-13-132B-N	MFS-18-193A-N
FF-942	FL-941	MFS-8-113B-N	MFS-12-122C-N	MFS-13-132C-N	MFS-20-133A-N
FF-943	FL-943	MFS-8-143A-N	MFS-12-132B-N	MFS-13-143A-N	MFS-20-135A-N
FF-944	MFS-6-151A-N	MFS-8-153B-N	MFS-12-132C-N	MFS-13-144A-N	MFS-20H-193A-N
FF-946	MFS-6-153B-N	MFS-8-163B-N	MFS-12-143A-N	MFS-14-122A-N	MFS-22H-135A-N
FF-961	MFS-6-162B-N	MFS-10-122A	MFS-12-144A-N	MFS-14-143A-N	MFS-22H-193A-N
FF-966	MFS-6-153C-N	MFS-10-143A-N	MFS-12E-143A-N	MFS-16-122A-N	
FF-967	MFS-6-162C-N	MFS-10-144A-N	MFS-13-122A-N	MFS-16-143A-N	
FG-941	MFS-7-113C-N	MFS-12-122A-N	MFS-13-122B-N	MFS-18-133A-N	

<sup>1</sup> Can also be used with reduced steer angles in tag position in Coach Applications.

## Rear Drive Single Axles – 2/Unl/P&L

MS-17-13X	MS-21-144	RC-23-162 <sup>1</sup>	MS-26-616	79163
MS-17-14X	MS-23-17X	RC-23-165 <sup>1</sup>	MS-26-616-SP	
MS-19-13X	RS-21-145/A	RS-23-160	RS-30-185	
MS-19-14X	RS-21-160	RS-23-161	MS-30-616	
RS-17-144/145/A	RC-22-145	RS-23-186	MS-30-616-SP	
RS-19-144/145/A	RC-22-145/A	RS-24-160	RS-35-380	
MS-21-13X	RC-23-160	RC-25-160	71162	
MS-21-14X	RC-23-161	RS-26-185	71163	

<sup>1</sup> 3/Unl/P&L if PreSet by Meritor.

## Rear Drive Tandem – 3/Unl/P&L

RT-40-160/P	RT-46-164EH/P
RT-46-160/P	RT-50-160/P

## Drivelines

RPL	4/400/P, 1/Unl/P&L
MXL	3/350/P, 1/Unl/P&L
155N	1/Unl/P
92N	1/Unl/P

## Rear Drive Tandem/Tridem Axles – 2/Unl/P&L

MT-34-14X/P	MT-44-14X/P	MT-58-616
RT-34-144/P/A	RT-44-145/P	RT-58-185 <sup>1</sup>
MT-40-14X/P	RT-46-169	MT-70-380
MT-40-144/P	MT-52-616	RZ-166
RT-40-145/A	RT-52-185 <sup>1</sup>	RZ-188

<sup>1</sup> Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.



# GENERAL SERVICE WARRANTY INFORMATION

## Brake Components

Cam Q Series Trailer Brakes	3/Unl/P, 1/Unl/L
LX500 Feature <sup>1</sup>	3/Unl/P&L
Cam P <sup>3</sup>	2/200/P
Cam	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
Q+ Drum Brake™ <sup>3</sup>	2/200/P&L
ASA	3/Unl/P
ASA <sup>3</sup>	2/200/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
STEELite X30 Drum Brake™ <sup>2</sup>	12-Years or Wearable Life/P
EX+ Air Disc Brake™	2/Unl/P&L

<sup>1</sup> Includes: bushing, seal, cam, ASA lubrication and wear coverage of 1/Unl/P.

<sup>2</sup> Based on stamped wear diameter max.

<sup>3</sup> Applies to Tour Bus and Cross Country Coach only.

## Trailer Axles

Beam and Brackets <sup>1</sup>	5/Unl/P, 1/Unl/L
Wheel End Systems <sup>2</sup>	
Standard System <sup>3</sup>	1/Unl/P&L
AxlePak5 <sup>4</sup>	5P/L
AxlePak7 <sup>5</sup>	7P/L

<sup>1</sup> 9000 Series is 3/Unl/P, 1/Unl/L

<sup>2</sup> Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

<sup>3</sup> When installed by Meritor.

<sup>4</sup> When specified with AxlePak5 wheel end system, coverage on MTIS thru-tee and stator is 5/500P, 3/500L.

<sup>5</sup> When specified with AxlePak7 wheel end system, coverage on MTIS thru-tee and stator is 7/750P, 3/500L.

(For brake components and ABS coverage, refer to appropriate product warranties.)

## Chassis Axles (2000 Series/ChassiPak)

Beam & Brackets	6/Unl/P, 1/Unl/L
Wheel End Systems <sup>1</sup>	
Standard System	1/Unl/P&L
AxlePak7	7P/L
Beam and Brackets	7P/1L

<sup>1</sup> Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

## Trailer Air Suspension Systems

MPA38/40 (Tandem Axle Parallelogram) <sup>1</sup>	
Major Structural Components	5/Unl/P, 1/Unl/L
Curbing Damage Warranty <sup>2</sup>	5/500/P, 1/100/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings	7/700/P, 5/500/L
PinLoc Air Controls	1/Unl/P&L
PinLoc Air Actuator	3/Unl/P&L
MPA20 (Single Axle Parallelogram)	
Major Structural Components	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings	7/700/P, 5/500/L
MTA (Trailing Arm)	
Major Structural Components	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs and Rebound Straps	2/Unl/P, 1/Unl/L
Bushings <sup>3</sup>	5/Unl/P, 3/Unl/L

(For axle and ABS coverage, refer to appropriate product warranties.)

<sup>1</sup> Fastener torque coverage is limited to 2/Unl P&L when torqued by Meritor

<sup>2</sup> "Curbing damage" is defined as deformation (bending, buckling, or breakage), caused by sudden impact with a curb or similar fixed object. Damage to the RideSentry slider box (the suspension sliding subframe, consisting of the frame rails, crossmembers, and central A-frame assembly), caused by accidental trailer impact with a curb or similar fixed object, is eligible for warranty coverage. Damage to other components or damage resulting from collision with another vehicle, rollover or fire is not covered under this provision. Warranty is not transferrable to another trailer VIN, and coverage does not apply if the trailer is deemed to be a total loss, scrapped, or otherwise not salvageable.

<sup>3</sup> Raw wood applications 3/Unl/P, 1/Unl/L

## TAG/Pusher Axles

TQ, TQD, TR, TRD Beam and Brackets <sup>1</sup>	3/Unl/P, 1/Unl/L
MC12002, MC14002, MC16003, FH946	2/Unl/P&L

(For brake components and ABS coverage, refer to appropriate product warranties.)

<sup>1</sup> 3/UNL/P&L if sold with PreSet by Meritor.

## Meritor® Tire Inflation System by PSI

MTIS Components	3/500/P&L
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# HEAVY SERVICE WARRANTY INFORMATION

## Heavy Service Vehicles

■ Airport Rescue Fire (ARF)	■ Drill Rig	■ Michigan Special Gravel Trains	■ Shuttle Bus
■ Airport Shuttle	■ Dump	■ Michigan Special Log Hauler	■ Side Loader
■ Asphalt Truck	■ Emergency Service	■ Michigan Special Steel Hauler	■ Snowplow/Snowblower
■ Block Truck	■ Equipment Hauling	■ Michigan Special Waste Vehicle	■ Steel Hauling
■ Bottom Dump Trailer	■ Flatbed Trailer Hauler	■ Municipal Dump	■ Tanker
■ Combination	■ Flatbed Truck	■ Rapid Intervention Vehicle (RIV)	■ Tank Truck
■ Cementing Vehicle	■ Fracturing Truck	■ Rear Loader (Refuse)	■ Tractors with Pole Trailers
■ City Bus	■ Front Loader	■ Recycling Truck	■ Tractor/Trailer with Jeeps
■ Commercial Pick-Up	■ Geophysical Exploration	■ Residential Pick-Up (Refuse)	■ Transfer Dump
■ Concrete Pumper	■ Hopper Trailer Combinations	■ Rigging Truck	■ Transfer Vehicle
■ Construction Material Hauler	■ Landscaping Truck	■ Roll-Off	■ Transit Bus
■ Crash Fire Rescue (CFR)	■ Liquid Waste Hauler	■ Scrap Truck	■ Trolley
■ Mixer	■ Log Hauling	■ Semi-End Dump	■ Utility Truck
■ Demolition	■ Lowboy	■ Sewer/Septic Vacuum	■ Winch Truck

## Heavy Service Typically Is

- Moderate mileage operation (less than 60,000 miles per year)
- On/Off road vocations (10% or more off-road)
- Moderate to frequent stops/starts (up to 10 stops per mile)

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

## Front Drive/Non-Drive Steer Axles – 2/Unl/P&L

FD-965	FH-941	MFS-8-113B-N	MFS-12-132C-N	MFS-13-155	MFS-22H-135A-N	MX-17-140
FF-941	FH-946	MFS-8-153B-N	MFS-12-143A-N	MFS-14-122	MFS-22H-193A-N	MX-19-140
FF-942	FL-941	MFS-8-163B-N	MFS-12-144A-N	MFS-14-143A-N	RF-16-145	MX-21-140
FF-943	FL-943	MFS-10-122A	MFS-12-155	MFS-16-122A-N	RF-21-160	MX-21-160
FF-944	MFS-6-151A-N	MFS-10-143A-N	MFS-13-122	MFS-16-143A-N	MX-10-120	MX-23-160
FF-946	MFS-6-153B	MFS-10-144A-N	MFS-13-122B-N	MFS-18-133A-N	MX-10-120 EVO	MX-810
FF-961	MFS-6-162B	MFS-12-122	MFS-13-122C-N	MFS-18-135A-N	MX-12-120	
FF-966	MFS-6-162C	MFS-12-122B-N	MFS-13-132B-N	MFS-18-193A-N	MX-12-120 EVO	
FF-967	MFS-7-113C-N	MFS-12-122C-N	MFS-13-132C-N	MFS-20-133A-N	MX-14-120	
FG-941	MFS-7-153C-N	MFS-12E-122	MFS-13-143A-N	MFS-20-135A-N	MX-16-120	
FG-943	MFS-7-163C-N	MFS-12-132B-N	MFS-13-144A-N	MFS-20H-193A-N	MX-18-120	

## Drivelines

RPL	3/Unl/P, 1/Unl/P&L
92N	1/Unl/P&L
MXL	1/Unl/P&L

## Rear Drive Single Axles – 2/Unl/P&L

MS-17-14X	RS-23-160	MS-30-616-SP
RS-17-144/145/A	RC-23-161	RS-30-185/380
MS-19-14X	RS-23-161	MS-35-380
RS-19-144	RS-23-186/380	RS-38-380
MS-21-114	RC-23-162	RC-25-160
MS-21-14X	RC-23-165	RC-26-633
RS-21-145	RS-24-160	MT-58-616
RS-21-145/A	RS-25-160	MT-58-616-SP
RS-21-160	MS-26-616	71162
RC-22-145	MS-26-616-SP	71163
RC-23-160	RS-26-185/380	79163
RH-23-160	MS-30-616	



# HEAVY SERVICE WARRANTY INFORMATION

## Rear Drive Tandem/Tridem Axles – 2/Unl/P&L

MT-34-14X/P	RT-44-145/P	MT-58-616	RZ-166
RT-34-144/P/A	RT-46-169	MT-58-616-SP	RZ-188
MT-40-14X/P	MT-52-616	RT-58-185/380 <sup>1,2</sup>	
RT-40-145/A	MT-52-616-SP	RT-70-380	
MT-44-14X/P	RT-52-185/380 <sup>1,2</sup>	MT-70-380	

<sup>1</sup> Axle model designated will vary according to options and variations specified on these axles. Contact Meritor Axle Applications Engineering for details.

<sup>2</sup> Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

## Brake Components

Cam P	3/Unl/P
Cam P <sup>3</sup>	2/100/P
Cam Cast Plus™	2/100/P&L
Q+ Drum Brake™	3/Unl/P&L
Q+ Drum Brake™ <sup>2</sup>	2/100/P&L
ASA	3/Unl/P
ASA <sup>2</sup>	2/100/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake	2/100/P&L

<sup>1</sup> Based on stamped wear diameter max.

<sup>2</sup> Applies to City Bus, Trolley, Shuttle Bus and Airport Shuttle only.

<sup>3</sup> Warranty for all non-Meritor ASAs supplied by Meritor for all Heavy Service vocations is 1/100/P.

## Transfer Cases – 1/Unl/P

MTC-4208	MTC-4213	T-2119
MTC-4210	T-2111	

## Rear Drive Tandem – 3/Unl/P&L

RT-40-160/P/A <sup>3</sup>
RT-46-160/P/A <sup>1,3</sup>
RT-46-164EH/P/A <sup>2,3</sup>
RT-50-160/P/A <sup>3</sup>
<sup>1</sup> U.S. only. Canadian warranty = 1/Unl/P for combination vehicles only.
<sup>2</sup> Axle model designated will vary according to options and variations specified on these axles. Contact Meritor Axle Applications Engineering for details.
<sup>3</sup> Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

## Meritor Tire Inflation System by PSI

MTIS Components	3/500/P&L
-----------------	-----------

## Trailer Air Suspension Systems

MTA (Trailing Arm)	
Major Structural Components <sup>1</sup>	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings <sup>1</sup>	5/Unl/P, 3/Unl/L

<sup>1</sup> Raw wood applications 3/Unl/P, 1/Unl/L

(For axle and ABS coverage, refer to appropriate product warranties.)

## Center Non-drive Axles – 2/Unl/P&L

MC26000
71063
79063

## Trailer Axles

Beam and Brackets <sup>1</sup>	5/Unl/P, 1/Unl/L
Wheel End Systems <sup>2</sup>	
Standard System <sup>3</sup>	1/Unl/P&L

<sup>1</sup> 9000 Series is 3/Unl/P, 1/Unl/L.

<sup>2</sup> Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

<sup>3</sup> When installed by Meritor.

(For brake components and ABS coverage, refer to appropriate product warranties.)



# OFF-HIGHWAY SERVICE WARRANTY INFORMATION

## Industrial And Off-Highway Service Vehicles

- |                       |                          |                       |                    |
|-----------------------|--------------------------|-----------------------|--------------------|
| ■ Load-On/Load-Off    | ■ Yard Jockey            | ■ Specialized Mining  | ■ Rail Car Mover   |
| ■ Port Tractor        | ■ All-Terrain Crane      | ■ Excavator           | ■ Loader           |
| ■ Rail Yard Spotter   | ■ Rough Terrain Crane    | ■ Compactor           | ■ Tow Tractor      |
| ■ Roll-On/Roll-Off    | ■ Forestry               | ■ Fertilizer Spreader | ■ Pushback Tractor |
| ■ Stevedoring Tractor | ■ Material Handling      | ■ Snow Blower         |                    |
| ■ Trailer Spotter     | ■ Specialized Heavy Haul | ■ Mining              |                    |

## Industrial And Off-Highway Service Typically Is

- Low mileage operation
- Low speed vehicle speed restriction
- Vehicles are **not** typically licensed for highway use
- Six (6) starts/stops per mile (typical)

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

## Drive Steer Axles – 1/Unl/P

MOR	MOX	MOC
-----	-----	-----

## Front Non-Drive Steer Axles – 1/Unl/P

FF - 941	MFS-12-143A-N	MFS-18-135A-N
FF - 943	MFS-12-144A-N	MFS-18-193A-N
FF - 961	MFS-13-143A-N	MFS-20-133A-N
FF - 966	MFS-13-144A-N	MFS-20-135A-N
FG - 941	MFS-14-143A-N	MFS-20H-193A-N
FG - 943	MFS-16-122A-N	MFS-22H-135A-N
FL - 941	MFS-16-143A-N	MFS-22H-193A-N
FL - 943	MFS-18-133A-N	MON-ZO FAMILY

## Planetary Axles – 1/Unl/P

MOR	MOX	MOC	MOT
-----	-----	-----	-----

## Rear Drive Single Axles – 1/Unl/P

RS-23-186	RS-24-160-SP	RS-30-185
RS-23-380	MS-30-616	RS-30-380
RS-24-160	MS-30-616-SP	MS-35-380

## Drivelines – 1/Unl/P

RPL	MXL
-----	-----

## Rear Drive Tandem Axles – 2/Unl/P

MT-44-14X/P	MT-58-616	RT-44-145/P	RT-50-160/P
MT-52-616	MT-58-616-SP	RT-46-160/P	RZ-166
MT-52-616-SP	MT-70-380	RT-46-164EH/P	

## Brake Components

Cam P	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
ASA	3/Unl/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P



# TERMS AND CONDITIONS

## Coverage Exclusions

### Product Description

#### All

The cost of any repairs, replacements or adjustments to a covered component (1) associated with noise; (2) resulting from the use or installation of non-genuine Meritor components or materials; (3) due to vibration associated with improper operation or misapplication of drivetrain components; and (4) damage resulting from corrosion.

For axle assemblies supplied by Meritor with suspension and interface brackets designed and/or attached by non-Meritor parties, Meritor warranty coverage does not apply to the brackets, bracket attachment methods, and field issues caused by brackets or bracket attachments to any covered component unless specified in a separate OEM agreement.

#### Front Axles

King Pin Bushings.

#### Rear Axles

Self-contained traction equalizers and oil filters. The use of NoSPIN differentials will result in the exclusion of axle shafts from warranty considerations. NoSPIN is a product of Eaton.

#### ASA

Boot and bushing. Bent, broken, over-torqued, missing or otherwise damaged pawl assemblies.

#### Cam Brake

Brake lining wear and brake shoe “rust-jacking.”

#### Disc Brake

Pad wear, rotor wear.

## Coverage Limitations

### Product Description

#### All

Any claim beyond 60 days from date of repair will not be accepted or honored under this warranty program. Products purchased on an incomplete vehicle (glider) are limited to one year, unlimited miles parts only (1/Unl/P).

#### Front Axles

Tie rod and tie rod ends limited to 3-year/300,000-mile or published vocational coverage, whichever is less. Wheel seals, gaskets and wheel bearings are covered for 1 year/unlimited miles if the wheel end equipment is supplied and assembled by Meritor.

#### Rear Axles

Pinion and through shaft seals limited to 3-year/300,000-mile or published vocational coverage, whichever is less, if yoke is installed by Meritor. If yoke is not installed by Meritor, then Meritor does not warrant pinion seals. Wheel seals, gaskets and wheel bearings are covered for 1 year/unlimited miles if the wheel end equipment is supplied and assembled by Meritor.

#### Rear Axles

The Meritor® breather part number A-2297-C-8765 with A-3196-J-1336 hose must be used for eligibility of any potential warranty consideration relating to contamination and/or loss of lube in axles.

#### Cam Brake

Limited to bracket, brake spider and camshaft structural integrity.

#### STEELite X30

Wearable life is up to the discard diameter of the drum.

#### Disc Brake

Warranty coverage for boots, seals, bushings and pins is 2/200/P. Warranty coverage for pads is 1/100/P.

Warranty coverage on vehicles with 1,850 lb-ft engine torque and over may be reduced on individual drivetrain components. Contact your Meritor representative for specific details.



# TERMS AND CONDITIONS

## (1) What is Covered by this Commercial Warranty?

Meritor Inc. warrants to the owner ("Owner") that the components listed in this publication, which have been installed by an Original Equipment Manufacturer ("OEM") as original equipment in vehicles licensed for on-highway use, will be free from defects in material and workmanship. This warranty coverage begins only after the expiration of the OEM's vehicle warranty for the applicable covered components. Warranty coverage ends at the expiration of the applicable time period from the date of vehicle purchase by the first Owner, or, the applicable mileage limitation, whichever occurs first. Duration of coverage varies by component and vocation as detailed elsewhere in this warranty statement.

Some components are warranted for parts only and the Owner must pay any labor costs associated with the repair or replacement of the component. Other components are warranted for both parts and reasonable labor to repair or replace the subject component. Components (whether new, used or remanufactured) installed as replacements under this warranty are warranted only for the remainder of the original period of time or mileage under the original warranty.

For certain components, coverage requires the use of specific extended drain interval or synthetic lubricants. For further information about lubrication and maintenance, see Meritor publication Maintenance Manual Number I and the applicable Meritor maintenance manual for the product in question. Other conditions and limitations applicable to this warranty are detailed below.

## (2) Designation of Vocational Use Required.

To obtain warranty coverage, each Owner must notify Meritor through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the Meritor components have been incorporated prior to the vehicle in-service date. This notification may be accomplished by registering the vehicle through your OEM new truck and/or trailer dealer or with Meritor directly. Failure to notify Meritor of (I) the intended vocational use of the vehicle or (II) a change in vocational use from that which was originally designated, will result in the application of a one year, unlimited mileage, parts only warranty (1/Unl/P) from the initial in-service date.

A second Owner and each subsequent Owner must also notify Meritor as to the intended vocational use of the vehicle. This notification can be sent directly to Meritor or through the OEM new truck and/or trailer dealer. The duration and mileage coverage of this warranty cannot exceed the coverage extended to the first Owner after his or her initial designation of vocational use.

Coverage under Meritor's warranty requires that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

## (3) What is the Cost of this Warranty?

There is no charge to the Owner for this warranty.

## (4) What is not Covered by this Warranty?

This warranty does not cover normal wear and tear; nor does it cover a component that fails, malfunctions or is damaged as a result of (I) improper installation, adjustment, repair or modification (including the use of unauthorized attachments or changes or modification in the vehicle's configuration, usage, or vocation from that which was originally approved by Meritor), (II) accident, natural disaster, abuse, or improper use (including loading beyond the specified maximum vehicle weight or altering engine power settings to exceed the axle and/or driveline capacity), or (III) improper or insufficient maintenance (including deviation from approved lubricants, change intervals, or lube levels). This warranty does not cover any component or part that is not sold by Meritor. For vehicles that operate full or part time outside of the United States and Canada, a one year, unlimited mileage, parts only warranty (1/Unl/P) will apply.

## (5) Remedy.

The exclusive remedy under this warranty shall be the repair or replacement of the defective component at Meritor's option. Meritor reserves the right to require that all applicable failed materials are available and/or returned to Meritor for review and evaluation.

## (6) Disclaimer of Warranty.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESSED, IMPLIED OR STATUTORY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

## (7) Limitation of Remedies.

In no event shall Meritor be liable for special, incidental, indirect, or consequential damages of any kind or under any legal theory, including, but not limited to, towing, downtime, lost productivity, cargo damage, taxes, or any other losses or costs resulting from a defective covered component.

## (8) To Obtain Service.

If the Owner discovers within the applicable coverage period a defect in material or workmanship, the Owner must promptly give notice to either Meritor or the dealer from which the vehicle was purchased. To obtain service, the vehicle must be taken to any participating OEM new truck and/or trailer dealer or authorized Meritor service location. The dealer will inspect the vehicle and contact Meritor for an evaluation of the claim. When authorized by Meritor, the dealer will repair or replace during the term of this warranty any defective Meritor component covered by this warranty.

## (9) Entire Agreement.

This is the entire agreement between Meritor and the Owner about warranty and no Meritor employee or dealer is authorized to make any additional warranty on behalf of Meritor. This agreement allocates the responsibilities for component failure between Meritor and the Owner.

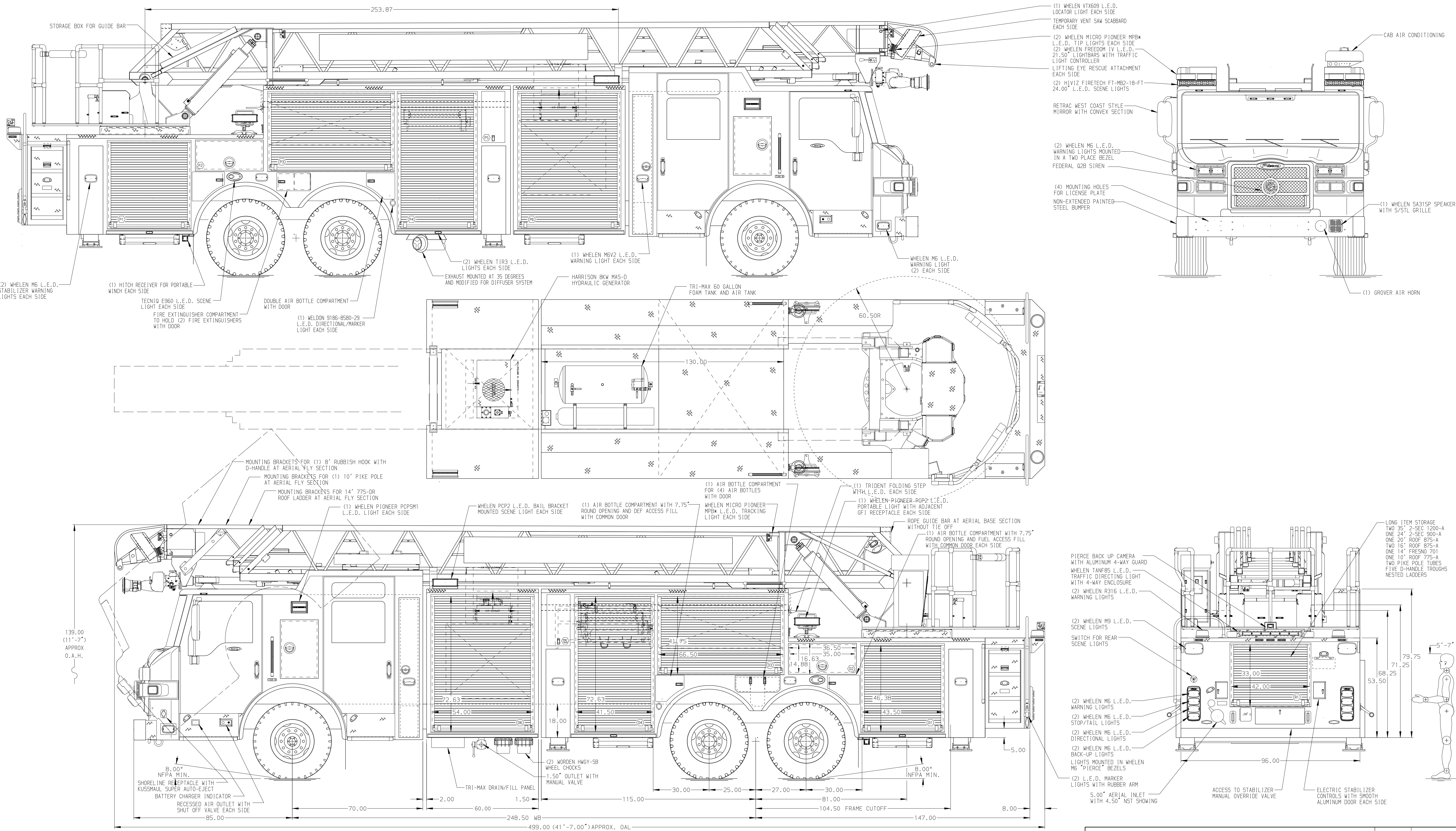
Vehicle models, brands and names depicted herein are the property of their respective owners, and are not in any way associated with Meritor, Inc., or its affiliates.



Meritor Heavy Vehicle Systems, LLC  
2135 West Maple Road  
Troy, Michigan 48084 USA

For more information:  
call Ontrac at 866-668-7221  
or visit [meritor.com](http://meritor.com)

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Litho in USA, SP-95155  
Revised 01-17 (47865/11900)



ALUMINUM BODY      MAXIMUM O.A.H. 140.00"

NOTE

DIMENSIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATIONS AS MAY OCCUR OR BE NECESSARY IN CONSTRUCTION. MINOR DETAILS NOT SHOWN.

- BATTERY CHARGER/AIR COMPRESSOR LOCATED IN CAB
- 5/5TL PROTECTIVE GUARD FOR ROLL DOOR IN COMPARTMENT D1,D3,D4,D6,P1,P3,P4,P6,P7,R1
- KEYED LOCKS FOR ROLL DOOR ON COMPARTMENT P1
- PULL STRAP ON DOOR IN COMPARTMENT D3,D4,D5,D6,P3,P4,P5,P6
- ONE ADJUSTABLE FULL WIDTH/DEPTH SHELF IN COMPARTMENT D1,P1
- ONE ADJUSTABLE MAX WIDTH/DEPTH SLIDE-OUT TRAY (1/2 TRANSVERSE) IN COMPARTMENT D6,P6
- ONE FLOOR MOUNTED FULL WIDTH/DEPTH SLIDE-OUT TRAY IN COMPARTMENT D1,D4,D6,P4,P6
- ONE ADJUSTABLE TILT/SLIDE-OUT FULL WIDTH/DEPTH TRAY IN COMPARTMENT-D3,D4,P3;TWO IN P4,D6,P6
- ONE ADJUSTABLE TOOL BOARD 2-WAY TRANSVERSE IN COMPARTMENT D6/P6
- ALL BODY COMPARTMENTS WITH LOUVERS SHALL HAVE A REMOVABLE FILTER

- FULL HEIGHT VERTICAL PARTITION IN TRANSVERSE COMPARTMENT D6/P6
- FLOOR EXTENSION IN COMPARTMENT D6,P6
- STABILIZERS MODIFIED FOR 18.00" GROUND PENETRATION
- ONE ZICO AIR BOTTLE HOLDER WITH CRS MOUNTED WITH TRACKS IN COMPARTMENT ?
- CIRCUIT BREAKER PANEL IN COMPARTMENT P6
- AKRON ERWG-10-28 ELECTRIC REWIND CORD REEL WITH 200' OF 10/3 CABLE IN COMPARTMENT D4,P4
- TWO 15A 120V SB DUPLEX RECEPTACLES LOCATED IN COMPARTMENT-P2,P4;TWO IN P6
- L.E.D. LIGHTING ON AERIAL LADDER SECTIONS
- 2-WAY INTERCOM SYSTEM BETWEEN AERIAL TIP AND TURNTABLE
- NON-RAISED AERIAL PEDESTAL

- AERIAL 14.00" LIMITED RETRACTION
- SLIDE-OUT WORK SURFACE TRAY IN COMPARTMENT-D4,P1
- LYFERPULLEY RESCUE SYSTEM AT AERIAL TIP

REV	DATE	BY	CH	VELOCITY
1	17AUG16	JGA	LPA	CHASSIS DATA
2	11JUL16	BST	SHA	MAKE
3	30JUN16	BST	SHA	PIERCE
4	11MAR16	RPA	JBL	MODEL

Pierce MANUFACTURING INC.		JOB NO.	29770
		SCALE	1:24
		DATE	
		DRAWN BY	JGA
		CHECKED BY	JBL
		SHEET SIZE	D
		SHEET NO.	1 OF 2

TITLE	105 AERIAL LADDER & BODY ASSEMBLY NO TANK-NO PUMP
FOR	CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT PLEASANT HILL, CA
DWG NO.	29770AD-SH1



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Interim Public Works Director/Chief Engineer  
Date: January 23, 2018

Subject: Approve and Authorize a contract with Waterproofing Associates, Inc., Countywide.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Interim Public Works Director, or designee, to execute a contract with Waterproofing Associates, Inc., in an amount not to exceed \$1,000,000, to provide building waterproofing services, for the period of February 1, 2018 through January 31, 2021, Countywide.

**FISCAL IMPACT:**

This cost is to be funded through Facilities Services maintenance budget. (100% General Fund)

**BACKGROUND:**

Public Works Facilities Maintenance is responsible for roofing repairs, maintenance and general building upkeep. An important exterior building maintenance task is the waterproofing of vertical walls, foundations, and other parts of the structures. As bid on Bidsync # 1706-228 - Building Waterproofing, Waterproofing Associates, Inc., has been awarded this work. Public Works is requesting a contract be approved for a period covering the next three years.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, roofing repair and exterior waterproofing work with Waterproofing Associates, Inc., will not continue.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Stan Burton 925.  
313-7078

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 23, 2018

Subject: Purchase Order Amendment with Coopersurgical, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Department, an amendment to Purchase Order #F05287 with Coopersurgical, Inc., to increase the payment limit by \$99,000 to a new payment limit of \$198,000 for the purchase of obstetrical and gynecological medical equipment, and supplies for Contra Costa Regional Medical Center (CCRMC) and Health Centers, with no change in the original term of July 1, 2016 through June 30, 2018.

**FISCAL IMPACT:**

100% funded in the Hospital Enterprise Fund I budget.

**BACKGROUND:**

Coopersurgical, Inc., has been providing obstetrical and gynecological equipment and supplies to CCRMC and Contra Costa Health Clinics for more than ten years. The 2017 surveys by the Department of Health and Human Services Centers for Medicare and Medicaid Services and the major increase in patients has necessitated the addition of more money to this Purchase Order.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this amendment is not approved, the Health Services Department will be unable to continue caring for pregnant women and infants at CCRMC.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Anna Roth,  
925-370-5101

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Interim Public Works Director/Chief Engineer  
Date: January 23, 2018

Subject: Approve and Authorize a Purchase Order with Lehr Auto Electric, Inc., Countywide.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Interim Public Works Director, a purchase order with Lehr Auto Electric, Inc., in an amount not to exceed \$600,000 to provide emergency vehicle parts and accessories, for the period of February 1, 2018 through January 31, 2020, Countywide.

**FISCAL IMPACT:**

100% Fleet Services Internal Service Fund.

**BACKGROUND:**

Public Works Fleet Services purchases and outfits all emergency services vehicles for the County. This includes vehicles from the Sheriff, Public Works, Animal Services, Probation, District Attorney and Health Services. The Sheriff's vehicles take up the vast majority of this commodity. Outfitting includes lights, consoles, electrical switching, electronics, wiring, and other hard parts such as partitions, consoles and trunk slider trays. This commodity was originally bid on Bidsync #1711-266. This request is to award Lehr Auto Electric, Inc., a purchase order with an initial two year term and three possible one year extensions.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Stan Burton  
925.313-7078

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this purchase order is not approved, the purchase of emergency vehicle parts and accessories through Lehr Auto Electric, Inc. will not happen.





Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 23, 2018

Subject: Purchase Order Amendment with Stryker Sales Corporation

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, an amendment to Purchase Order #F07490 with Stryker Sales Corporation, to increase the payment limit by \$114,258 to a new payment limit of \$202,758 for repair and servicing of Stryker medical equipment at the Contra Costa Regional Medical Center (CCRMC) and Health Centers, with no change in the original term of December 30, 2016 through December 29, 2019.

**FISCAL IMPACT:**

100% funding is included in the Hospital Enterprise Fund I budget.

**BACKGROUND:**

CCRMC has purchased a Procure Protect service agreement with Stryker Sales Corporation and now is adding more equipment to the agreement, resulting in the need for money to be added to the purchase order. It is essential that medical equipment be kept in working condition at all times and the vendor must be the one to do the servicing or else the warranty will be voided.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this amendment is not approved, CCRMC and Health Centers will be unable to keep their Stryker equipment running, thus impacting patient care.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Anna Roth,  
925-370-5101

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Margaret Harris, Tasha Scott, Marcy Wilhelm



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 23, 2018

Subject: Amendment #74-526-2 with Community Options for Families and Youth, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute Contract Amendment Agreement #74-526-2 with Community Options for Families and Youth, Inc., a non-profit corporation, effective January 1, 2018, to amend Novation Contract #74-526-1, to increase the payment limit by \$170,000, from \$567,904 to a new payment limit of \$737,904, with no change in the original term of July 1, 2017 through June 30, 2018, and no change to the automatic extension payment limit of \$283,592 nor in the automatic extension term through December 31, 2018.

**FISCAL IMPACT:**

This contract is funded 45% by Federal Medi-Cal, 43% by Probation Mentally Ill Offenders Crime Reduction Grant and 12% by Probation Non Mentally Ill Offenders Crime Reduction Flex Funds. (No rate increase)

**BACKGROUND:**

On November 7, 2017, the Board of Supervisors approved Novation Contract #74-526-1 with Community Options for Families and Youth, Inc. for the period from July 1, 2017 through June 30, 2018, which included a six-month automatic extension through December 31, 2018, for the provision of Mental Health and Family Functional services for youth who have had serious contact with the Juvenile Justice System.

Approval of Contract Amendment Agreement #74-526-2 will allow the contractor to provide additional mental health and family functional therapy services for youth who have had serious contact with the Juvenile Justice System through June 30, 2018.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Cynthia Belon,  
925-957-5201

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: L Walker, M Wilhelm



CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, the contractor will not be paid for additional services provided to expand the program.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 23, 2018

Subject: Purchase Order Amendment with Abbott Laboratories, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, an amendment to Purchase Order #F01951 with Abbott Laboratories, Inc., to increase the payment limit by \$35,000 for a new payment limit of \$155,000 for the purchase of testing supplies for the laboratory at the Contra Costa Regional Medical Center (CCRMC), with no change in the original term of September 1, 2015 through August 31, 2018.

**FISCAL IMPACT:**

100% funding is included in the Hospital Enterprise Fund I budget.

**BACKGROUND:**

Abbott Laboratories, Inc., has been providing testing products and reagents to CCRMC for more than eleven years. Recently, the CCRMC medical staff began using Abbott's single use lactic acid testing cartridges, which can reduce the time needed to obtain test results for patients with possible sepsis to three minutes.

The use of this product has improved patient care, but has contributed to the need for additional funds to cover the testing supplies that CCRMC will need throughout the term of this purchase order.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this amendment is not approved, the CCRMC laboratory will not have access to testing supplies and reagents needed to treat patients, thus affecting patient care.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Anna Roth,  
925-370-5101

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Tasha Scott, Marcy Wilhelm, Margaret Harris



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 23, 2018

Subject: Contract #26-700-11 with Jaison James, M.D.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute Contract #26-700-11 with Jaison James, M.D., an individual, in an amount not to exceed \$880,000 to provide orthopedic services at Contra Costa Regional Medical Center (CCRMC) and Health Centers for the period from February 1, 2018 through January 31, 2019.

**FISCAL IMPACT:**

This contract is funded 100% by Hospital Enterprise Fund I. (No rate increase)

**BACKGROUND:**

On December 20, 2016, the Board of Supervisors approved Contract #26-700-10 with Jaison James, M.D., for the provision of orthopedic services at CCRMC and Health Centers, including training, on-call coverage and medical/surgical procedures, for the period from February 1, 2017 through January 31, 2018.

Approval of Contract #26-700-11 will allow the contractor to continue to provide orthopedic services at CCRMC through January 31, 2019.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, patients requiring orthopedic services at CCRMC and Health Centers will not have access to the contractor's services.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Samir Shah, M.D.,  
925-370-5525

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: K Cyr, M Wilhelm

To: Board of Supervisors  
 From: William Walker, M.D., Health Services Director  
 Date: January 23, 2018



Contra  
 Costa  
 County

Subject: Amendment #23-274-13 with Echo Consulting Services of California, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute Amendment Agreement #23-274-13 with Echo Consulting Services of California, Inc., effective January 1, 2018, to amend Contract #23-274-12 to include InSyst support and maintenance services with no change in the payment limit of \$1,900,000 and no change in the original term of December 15, 2016 through June 30, 2019.

**FISCAL IMPACT:**

This amendment is funded 100% by Hospital Enterprise Fund I. (No rate increase)

**BACKGROUND:**

On December 6, 2016, the Board of Supervisors approved Contract #23-274-12 with Echo Consulting Services of California, Inc., to provide hardware, software, support, maintenance and implementation services for Echo Sharecare System for the Behavioral Health Division's billing system for the period from December 15, 2016 through June 30, 2019.

Approval of Amendment Agreement #23-274-13 will allow the contractor to provide software support and maintenance services for the InSyst application through June 30, 2018. The InSyst application is the billing system for our Behavioral Health Services Division.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
 COMMITTEE

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Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: David Runt,  
 925-335-8700

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: K Cyr, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, the County will not receive InSyst support and maintenance services from the contractor.



Contra  
Costa  
County

To: Board of Supervisors  
From: Sharon L. Anderson, County Counsel  
Date: January 23, 2018

Subject: Approval of Contract for Specialized Professional Services

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the County Counsel, or designee, to execute, on behalf of Contra Costa County, a contract for specialized professional services with Moscone Emblidge and Otis, LLP.

**FISCAL IMPACT:**

Services will be billed at hourly rates not to exceed \$350.00 per hour and will be charged 100% to the General Fund.

**BACKGROUND:**

A lawsuit has been filed against the County, the Board of Supervisors, the Employment and Human Services Department, and its Director, seeking a writ of mandate. The lawsuit, captioned *Paul Cruciani and Peter Bellici v. County of Contra Costa, et al.*, Contra Costa Superior Court Case No. MSN17-2091, alleges legal deficiencies in the operation of the County's General Assistance Program. The law firm of Moscone Emblidge and Otis, LLP has specialized expertise in the area of public assistance law and litigation. It is anticipated that the services of Moscone Emblidge and Otis, LLP will be of assistance in defending the County against the lawsuit.

**CONSEQUENCE OF NEGATIVE ACTION:**

The County will be unable to obtain the firm's services.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Mary Ann Mason, (925)  
335-1800

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Mary Ann Mason, Chief Assistant County Counsel, Moscone Emblidge & Otis, LLP (via County Counsel), Bob Campbell, Auditor-Controller, David Twa, County Administrator, Kathy Gallagher, Director, EHSD



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: January 23, 2018

Subject: Purchase Order with Carahsoft Technology Corp. for Salesforce Database for AB 109 Community Programs

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the County Administrator's Office, to (1) execute a Purchase Order with Carahsoft Technology Corp. in an amount not to exceed \$41,447.81 for the purchase of a Salesforce database instance and its support for the AB 109 Community Programs, for the period from January 30, 2018 through January 29, 2019, and (2) agree to the terms and conditions of the Salesforce Master Subscription Agreement. (100% AB 109 Public Safety Realignment)

**FISCAL IMPACT:**

100% of the cost is covered by AB 109 Public Safety Realignment funding.

**BACKGROUND:**

Since 2015, the Reentry Success Center, by and through Rubicon Programs, Inc., has worked to develop a database to track and facilitate reentry service related information for its members. It has developed what it calls "SAFE," in collaboration with Exponent Partners, a consultant it retained to develop the database utilizing a Salesforce platform. The Office of Reentry & Justice (ORJ) has directed all AB 109 Community Partner contractors to utilize

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: L. DeLaney,  
925-335-1097

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

the Salesforce database for activity and outcome reporting, effective July 1, 2017.

The County is migrating the Salesforce database instance from Rubicon to the County so that the County owns the data in the database. The data in the SAFE database will not include “personal information” as that term is defined in California Civil Code section 1798.29. Salesforce requires its customers to agree to the terms and conditions of its Master Subscription Agreement (MSA) by clicking agreement to the MSA when the database instance is created. Carahsoft is a Salesforce-authorized reseller partner.

Under the terms of the MSA the County would be subject to, Salesforce will maintain administrative, physical and technical safeguards for the protection and security of the data in the database. Salesforce is not obligated to (1) notify the County of a breach of data in the database hosted by Salesforce, or (2) defend or indemnify the County for a breach of data in the database. Salesforce’s liability under the MSA is limited to the dollar amount paid by the County in the prior 12 months. In addition to the foregoing terms, the County is obligated to indemnify Salesforce against claims that the data violates laws or infringes on third party rights.

CONSEQUENCE OF NEGATIVE ACTION:

The County's AB 109 Public Safety Realignment Community Programs will not have an operational database to track and facilitate service referral and delivery information.



Contra  
Costa  
County



To: Board of Supervisors  
From: Melinda Cervantes, County Librarian  
Date: January 23, 2018

Subject: Clarify Board Order Item C.40 with Cypress Security, LLC

---

**RECOMMENDATION(S):**

Approve clarification of Board action of January 9, 2018 (C.40) which authorized the County Librarian to execute a contract amendment with Cypress Security, LLC, to reflect the intent of the parties that the amended term should be February 1, 2017 through December 31, 2018, and the new payment limit should be \$308,200, for additional security services to be provided at the Walnut Creek, Concord, and San Pablo Libraries.

**FISCAL IMPACT:**

100% Library Fund.

**BACKGROUND:**

On January 9, 2018, the Board of Supervisors approved a contract amendment with Cypress Security, LLC to extend the term from January 31, 2018 through November 30, 2018 and increase the payment limit by \$214,000 to a new payment limit of \$295,000 to additionally provide security services at the Walnut Creek, Concord, and San Pablo Libraries.

The extended term and new payment limit were stated in error and the purpose of this Board Order is to clarify the correct contract amendment term and payment limit to coincide with the intent of the parties.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Linda Martinez,  
925-608-7700

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this correction is not approved, the Board Order term and payment limit will remain incorrect and will be inconsistent with the intent of the parties.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: January 23, 2018

Subject: Revised Management Benefits Resolution No. 2018/7, which Supersedes Resolution No. 2017/133

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2018/7, which supersedes Resolution No. 2017/133 regarding compensation and benefits for the County Administrator, County Elected and Appointed Department Heads, Management, Exempt, and Unrepresented employees, to reflect changes.

**FISCAL IMPACT:**

None. These changes include employee paid benefits and other administrative changes (see list below).

**BACKGROUND:**

Historically, the wages and benefits granted by the County to its department heads, managers, and unrepresented employees have paralleled the wages and benefits negotiated by the County with its various labor organizations. The modifications described below modify and clarify the benefits for specified groups of unrepresented employees, and make technical non-substantive corrections and clarifications.



APPROVE



OTHER



RECOMMENDATION OF CNTY ADMINISTRATOR



RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Lisa Driscoll, County Finance  
Director (925) 335-1023

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: All County Departments (via County Administration), Dianne Dinsmore, Human Resources Director, Robert Campbell, County Auditor-Controller, Gail Strohl, Chief Executive Officer, CCCERA, Mary Ann McNett Mason, Chief Assistant County Counsel

### BACKGROUND: (CONT'D)

> The attached Management Benefits Resolution has been modified in the following ways:

1. Section 1.16 Personal Holiday Credit was amended to provide that unrepresented employees, including the County Librarian, will be subject to the same maximum accrual limit on personal holiday credit.
2. In sections 1.18 Sick Leave, and 11.10 Overtime Exempt Exclusion, numbering of referenced Administrative Bulletins was updated.
3. Section 1.20 Family Care Leave was amended to provide that upon the birth or adoption of a child, employees eligible for baby-bonding leave under the California Family Rights Act may use their sick leave for such baby-bonding leave.
4. In Section 42 Property Appraisers, new subsection 42.21 State Disability Insurance (SDI) was added. Specified Property Appraiser classifications will be eligible to participate in the State Disability Insurance program and to integrate their sick leave accruals with SDI payments.
5. Appendix I Benefits for Unrepresented Temporary and Per Diem Employees has been amended. Section 2.10 Schedule, item (6) now provides that student interns may work up to 20 hours per week, except during summer break (May to September). During summer break, they may work up to 40 hours per week for 12 weeks.

### CONSEQUENCE OF NEGATIVE ACTION:

If the action is not approved the resolution will not track current policy.

### ATTACHMENTS

Resolution No. 2018/7

Body of Resolution No. 2018/7 with Exhibits

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 01/23/2018 by the following vote:

AYE: ☐  
NO: ☐  
ABSENT: ☐  
ABSTAIN: ☐  
RECUSE: ☐



**Resolution No. 2018/7**

**In The Matter Of:** Benefits and Other Compensation for County Elected and Appointed Department Heads, Management, Exempt, and Unrepresented Employees for the Period from January 1, 2018 through June 30, 2018 and Until Further Order

The Contra Costa County Board of Supervisors acting in its capacity as the governing board of the County of Contra Costa and the Board of Directors of the Contra Costa County Fire Protection District **RESOLVES THAT:**

Effective upon adoption and continuing to June 30, 2018, and until further order of the Board, the Board adopts the attached program of compensation and benefits for County Elected and Appointed Department Heads, Management Employees, Exempt Employees, and Unrepresented Employees. Except for Resolution No. 2002/608 (excluding inconsistent provisions concerning the amount of employee contributions for retirement benefits), as amended, this Resolution supersedes all previous resolutions providing compensation and benefits for the employees listed herein, including but not limited to Resolution No. 2017/133.

Unless expressly provided otherwise, this Resolution is subject to the provisions of resolutions providing general and pay equity salary adjustments, to the 1937 County Employees Retirement Act, and to the Public Employees' Pension Reform Act. This Resolution is also subject to the Administrative Bulletins, the County Salary Regulations, and the County Personnel Management Regulations; however, to the extent this Resolution is inconsistent with any of these bulletins or regulations, the terms of this Resolution shall prevail. This Resolution does not authorize compensation and benefits for any employee who is represented by an employee organization with a Memorandum of Understanding.

Management, Exempt, and Unrepresented employees include employees in Classified, Project, and Exempt classifications. Unless otherwise expressly provided, compensation and benefits under this Resolution are authorized only for permanent and project employees who work full-time or part-time, twenty (20) or more hours per week.

The full text of this Resolution is attached. Also attached are the following exhibits and appendices:

I. **BENEFITS FOR MANAGEMENT, EXEMPT AND UNREPRESENTED EMPLOYEES** are provided for those classes listed in **Exhibit A**.

II. **BENEFITS FOR MANAGEMENT AND EXEMPT EMPLOYEES** are provided for those classes listed in Exhibit A, except for the classes listed in **Exhibit B**.

III. **BENEFITS FOR ELECTED AND APPOINTED DEPARTMENT HEADS** are provided for those classes listed in **Exhibit C**.

IV. **SPECIAL BENEFITS FOR EMPLOYEES BY DEPARTMENT OR CLASS** are provided as indicated in each section.

V. **DEPARTMENT HEADS AND THEIR CHIEF ASSISTANTS** for purposes of Section 23 are listed in **Exhibit D**.

VI. **CALPERS HEALTH PLAN CLASSES** for purposes of Section 2 are listed in **Exhibit E**.

VII. **BENEFITS FOR UNREPRESENTED TEMPORARY AND PER DIEM EMPLOYEES** are provided in **Appendix I** and affected classifications are identified in **Exhibits F and G**.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

Contact: Lisa Driscoll, County Finance Director (925)  
335-1023

ATTESTED: **January 23, 2018**

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

**cc:** All County Departments (via County Administration), Dianne Dinsmore, Human Resources Director, Robert Campbell, County Auditor-Controller, Gail Strohl, Chief Executive Officer, CCCERA, Mary Ann McNett Mason, Chief Assistant County Counsel

# **TABLE OF CONTENTS**

## **Resolution No. 2018/7**

### **I. Benefits for Management, Exempt, and Unrepresented Employees**

- 1. Leaves With and Without Pay
  - 1.10 Holidays (list of holidays observed by the County)
  - 1.11 Definitions
  - 1.12 Holidays Observed
  - 1.13 Holidays - Flexible, Alternate, 9/80, and 4/10 Work Schedules
  - 1.14 Holidays Observed- Part-Time Employees
  - 1.15 No County Overtime Pay, Holiday Pay, or Comp Time
  - 1.16 Personal Holiday Credit
  - 1.17 Vacation
  - 1.18 Sick Leave
  - 1.19 Part-Time Employees
  - 1.20 Family Care Leave
  - 1.21 Leave Without Pay - Use of Accruals
  - 1.22 Accrual Usage Reporting
- 2. Health, Dental, and Related Benefits
  - 2.10 Application
- 2.A. Employees in Classifications Who Receive Health Care Coverage from County Plans
  - 2.11 Health Plan Coverages
  - 2.12 Monthly Premium Subsidy
  - 2.12.1 Medical Plan Cost-Sharing On and After January 1, 2016
  - 2.13 Retirement Coverage
  - 2.14 Layoff and Other Loss of Coverage
  - 2.15 Health Plan Coverages and Provisions
  - 2.16 Family Member Eligibility Criteria
- 2.B. Employees in Classifications Who Receive Health Care Coverage from CalPERS
  - 2.17 CalPERS Controls
  - 2.18 Contra Costa Health Plan (CCHP)
  - 2.19 CalPERS Medical Plan Monthly Premium Subsidy
  - 2.20 CalPERS Retirement Coverage
  - 2.21 CalPERS Premium Payments
  - 2.22 Dental Plan - CalPERS Participants

- 2.C. All Employees
  - 2.23 Dual Coverage
  - 2.24 Life Insurance Benefit Under Health and Dental Plans
  - 2.25 Supplemental Life Insurance
  - 2.26 Catastrophic Leave Bank
  - 2.27 Health Care Spending Account
  - 2.28 PERS Long-Term Care
  - 2.29 Dependent Care Assistance Program
  - 2.30 Premium Conversion Plan
  - 2.31 Voluntary Vision Plan
  - 2.32 Prevailing Section
  - 2.33 Health Benefit Access for Employees Not Otherwise Covered
- 3. Personal Protective Equipment
  - 3.10 Safety Shoes
  - 3.11 Safety Eyeglasses
- 4. Transportation Expense
  - 4.10 Mileage Reimbursement
  - 4.11 Commuter Benefit Program
- 5. Retirement Contributions
  - 5.10 No County Subvention
  - 5.11 414H2 Participation
- 6. New Retirement Plan
- 7. Training
  - 7.10 Career Development Training Reimbursement
  - 7.11 Management Development Policy
- 8. Bilingual Pay Differential
- 9. Higher Pay for Work in a Higher Classification
- 10. Workers' Compensation and Continuing Pay
  - 10.10 Waiting Period
  - 10.11 Continuing Pay
  - 10.12 Physician Visits
  - 10.13 Labor Code §4850 Exclusion



11. Other Terms and Conditions of Employment

- 11.10 Overtime Exempt Exclusion
- 11.11 County Overtime
- 11.12 Pay Limitations
- 11.13 Length of Service Credits
- 11.14 Mirror Classifications
- 11.15 Deep Classes
- 11.16 Administrative Provisions
- 11.17 Timestamp

**II. Benefits for Management and Exempt Employees**

12. Management Longevity Pay

- 12.10 Ten Years of Service
- 12.11 Fifteen Years of Service

13. Deferred Compensation

- 13.10 Deferred Compensation Incentive
- 13.11 Special Benefit for Permanent Employees Hired on and after January 1, 2009
- 13.12 No Cross Crediting
- 13.13 Maximum Annual Contribution
- 13.14 Eligibility for Loan Program

14. Annual Management Administrative Leave

15. Management Life Insurance

16. Vacation Buy Back

- 16.10 Employees Hired Before April 1, 2011
- 16.11 Employees Hired, Promoted, or Rehired On and After April 1, 2011 and In Specified Classifications

17. Professional Development Reimbursement

18. Sick Leave Incentive Plan

19. Computer Vision Care (CVC) Users Eye Examination

20. Long-Term Disability Insurance

### **III. Benefits for Elected and Appointed Department Heads**

- 21. Executive Automobile Allowance
  - 21.10 Elected Department Heads
  - 21.11 Appointed Department Heads Appointed Prior to February 1, 2012
  - 21.12 Appointed Department Head Appointed On and After February 1, 2012
  - 21.13 Temporary Loss of Vehicle
- 22. Executive Life Insurance
- 23. Executive Professional Development Reimbursement
- 24. Appointed Department Heads
- 25. Elected Department Heads
- 26. Elected Department Head Benefits and Board of Supervisors Member Benefits
  - 26.10 Elected Department Heads
  - 26.11 Board of Supervisors Members

### **IV. Special Benefits for Employees by Department or Class**

- 27. Accounting Certificate Differential
- 28. Animal Services Search Warrant
- 29. Animal Services Uniform Allowance
- 30. Attorney State Bar Dues and Professional Development Reimbursement
  - 30.10 State Bar Dues Reimbursement
  - 30.11 Professional Development Reimbursement
  - 30.12 Law School Student Loan Reimbursement Program
  - 30.13 Eligible Classes
- 31. Attorney Management Administrative Leave and Additional Longevity Pay
  - 31.10 Attorney Management Administrative Leave
  - 31.11 Additional Longevity Pay at 20 Years of County Service
  - 31.12 Eligible Classes
- 32. Assessor Education Differential
- 33. Certified Elections/Registration Administrator Certification Differential
- 34. District Attorney Inspectors Longevity Differential

- 35. District Attorney Inspector P.O.S.T.
- 36. District Attorney Investigator - Safety Employees Retirement Tiers; Contribution Toward Cost of Enhanced Retirement Benefit
  - 36.10 Safety Tier A
  - 36.11 Safety PEPRA Tier
  - 36.12 Employees with more than 30 years of Service
  - 36.13 Eligible Classes
- 37. Engineer Continuing Education Allowance
- 38. Engineer Professional Development Reimbursement
- 39. Library Department Holidays
- 40. Health Services Department On-Call Duty and Call Back Time
  - 40.10 Eligible Classes
  - 40.11 On Call Duty
  - 40.12 Call Back Time
- 41. Reserved
- 42. Property Appraisers
  - 42.10 Eligible Classes
  - 42.11 Longevity Pay
  - 42.12 Standards Division Differential
  - 42.13 Probation Period
  - 42.14 Educational Incentive
  - 42.15 4/10 Summer Schedule
  - 42.16 Life Insurance
  - 42.17 Professional Development
  - 42.18 Deferred Compensation Special Benefit
  - 42.19 Personal Holiday Credit
  - 42.20 Holidays Observed on Regular Day Off of Full-Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedule
  - 42.21 State Disability Insurance
- 43. Probation- Longevity Differential
  - 43.10 Longevity Pay at 20 Years of County Service
  - 43.11 Eligible Classes
- 44. Probation - Safety Employees Retirement Tiers
  - 44.10 Safety Tier A
  - 44.11 Safety PEPRA Tier

- 44.12 Eligible Classes
- 45. Real Property Agent Advanced Certificate Differential
- 46. Sheriff Sworn Management P.O.S.T.
- 47. Sheriff Continuing Education Allowance
- 48. Sheriff Emergency Services Standby Differential
- 49. Sheriff Law Enforcement Longevity Differential
  - 49.10 15 Years of Sworn County Service
  - 49.11 20 Years of Sworn County Service
- 50. Sheriff Uniform Allowance
- 51. Sheriff - Detention Division Meals
- 52. Sheriff - Safety Employees Retirement Tiers
  - 52.10 Safety Tier A
  - 52.11 Safety Tier C
  - 52.12 Safety PEPRA Tier
  - 52.13 Employees with more than 30 years of Service
  - 52.14 Retirement Tier Elections
  - 52.15 Eligible Classes
- 53. Safety Employees Retirement Tiers (Miscellaneous Safety Classifications) Benefit
  - 53.10 Safety Tier A
  - 53.11 Safety PEPRA Tier
  - 53.12 Eligible Classes
- 54. Treasurer-Tax Collector Professional Development Differential
- 55. Executive Assistant to the County Administrator Differential
- 56. Countywide Accounting Differential

**V. Temporary and Per Diem Employees Excluded**

*[end]*

## **I. BENEFITS FOR MANAGEMENT, EXEMPT, AND UNREPRESENTED EMPLOYEES**

### **1. Leaves With and Without Pay**

- 1.10 Holidays: The County will observe the following holidays during the term covered by this Resolution:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Such other days as the Board of Supervisors may designate by Resolution as holidays.

Any holiday observed by the County that falls on a Saturday is observed on the preceding Friday and any holiday that falls on a Sunday is observed on the following Monday.

For employees who work in twenty-four (24) hour facilities and who may be assigned to work on a holiday, any holiday that falls on a Saturday will be observed on a Saturday, and any holiday that falls on a Sunday will be observed on a Sunday.

- 1.11 Definitions:

Regular Work Schedule: The regular work schedule is eight (8) hours per day, Monday through Friday, inclusive, for a total of forty (40) hours per week.

Flexible Work Schedule: A flexible work schedule is any schedule that is not a regular, alternate, 9/80, or 4/10 work schedule and where the employee is not scheduled to work more than 40 hours in a "workweek" as defined below.

Alternate Work Schedule: An alternate work schedule is any work schedule where the employee is regularly scheduled to work five (5) days per week, but the employee's regularly scheduled days off are NOT Saturday and Sunday.

4/10 Work Schedule: A 4/10 work schedule is four (4) ten hour days in a seven (7) day period, for a total of forty (40) hours per week.

9/80 Work Schedule: A 9/80 work schedule is where an employee works a recurring schedule of thirty six (36) hours in one calendar week and forty four (44) hours in the next calendar week, but only forty (40) hours in the designated workweek. In the thirty six hour (36) calendar week, the

employee works four (4) nine (9) hour days and has the same day of the week off that is worked for eight (8) hours in the forty four (44) hour calendar week. In the forty four (44) hour calendar week, the employee works four (4) nine (9) hour days and one eight (8) hour day. Requirements for the evaluation, authorization, and implementation of 9/80 work schedules are set forth in Administrative Bulletin 435.

Workweek for Employees on Regular, Flexible, Alternate, and 4/10 Schedules: For employees on regular, flexible, alternate, and 4/10 schedules, the workweek begins at 12:01 a.m. on Monday and ends at 12 midnight on Sunday. For employees who work in a twenty-four (24) hour facility in the Contra Costa Regional Medical Center and who are not on a 9/80 work schedule, the workweek begins at 12:01 a.m. Sunday and ends at 12:00 midnight on Saturday.

Workweek for Employees on a 9/80 Schedule: The 9/80 workweek begins on the same day of the week as the employee's eight (8) hour work day and regularly scheduled 9/80 day off. The start time of the workweek is four (4) hours and one (1) minute after the start time of the eight (8) hour work day. The end time of the workweek is four (4) hours after the start time of the eight (8) hour work day. The result is a workweek that is a fixed and regularly recurring period of seven (7) consecutive twenty four (24) hour periods (168 hours).

- 1.12 Holidays Observed: Employees are entitled to observe a holiday (day off work), without a reduction in pay, whenever a holiday is observed by the County.
- 1.13 Holidays - Flexible, Alternate, 9/80, and 4/10 Work Schedules: When a holiday falls on the regularly scheduled day off of any employee who is on a flexible, alternate, 9/80, or 4/10 work schedule, the employee is entitled to take the day off, without a reduction in pay, in recognition of the holiday. These employees are entitled to request another day off in recognition of their regularly scheduled day off. The requested day off must be within the same month and workweek as the holiday and it must be pre-approved by the employee's supervisor. If the day off is not approved by the supervisor, it is lost. If the approved day off is a nine (9) hour workday, the employee must use one (1) hour of non-sick-leave accruals. If the approved day off is a ten (10) hour workday, the employee must use two (2) hours of non-sick-leave accruals. If the employee does not have any non-sick-leave accrual balances, leave without pay (AWOP) will be authorized.
- 1.14 Holiday Observed - Part-Time Employees: When a holiday is observed by the County, each part-time employee is entitled to observe the holiday in the same ratio as his/her number of position hours bears to forty (40) hours, multiplied by 8 hours, without a reduction in pay. For example, a part-time

employee whose position hours are 24 per week is entitled to 4.8 hours off work on a holiday (24/40 multiplied by 8=4.8). Hereafter, the number of hours produced by this calculation will be referred to as the “part-time employee’s holiday hours.”

When the number of hours in a part-time employee’s scheduled work day that falls on a holiday (“scheduled work hours”) is less than the employee’s part-time employee’s holiday hours, the employee also is entitled to receive flexible pay at the rate of one (1.0) times his/her base rate of pay (not including differentials) for the difference between the employee’s scheduled work hours and the employee’s part-time employee’s holiday hours.

When the number of hours in a part-time employee’s scheduled work day that falls on a holiday (scheduled work hours) is more than the employee’s part-time employee’s holiday hours, the employee must use non-sick leave accruals for the difference between the employee’s scheduled work hours and the employee’s part-time employee’s holiday hours. If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.

- 1.15 No County Overtime Pay, Holiday Pay, or Comp Time: Unrepresented, management, and exempt employees are not entitled to receive County overtime pay, holiday pay, overtime compensatory time, or holiday compensatory time. Employees who are unable or not permitted to observe a holiday (take the day off), are authorized to receive overtime pay ONLY IF the employee is on the Overtime Exempt Exclusion List (see Section 11). The prohibition against County overtime pay in this section does not preclude payment of FLSA overtime to eligible employees as required by law.
- 1.16 Personal Holiday Credit: Employees are entitled to accrue two (2) hours of personal holiday credit each month. This time is prorated for part time employees. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, employees are paid for any unused personal holiday credit hours at the employee’s then current rate of pay, up to a maximum of forty (40) hours.
- 1.17 Vacation: Employees are entitled to accrue paid vacation credit not to exceed the maximum cumulative hours as follows:

<u>Length of Service</u>	<u>Monthly Accrual Hours</u>	<u>Maximum Cumulative Hours</u>
Under 11 years	10	240
11 years	10-2/3	256

12 years	11-1/3	272
13 years	12	288
14 years	12-2/3	304
15 through 19 years	13-1/3	320
20 through 24 years	16-2/3	400
25 through 29 years	20	480
30 years and up	23-1/3	560

However, for the Director of Employment and Human Services (job code XAA2, County Welfare Director) only, the monthly accrual amount is 12 hours for the first 13 years of County service and the maximum cumulative hours is 240 for the first 11 years of County service. Thereafter, the Director is subject to the maximums set forth in the above chart.

Each employee is eligible to accrue increased vacation hours on the first day of the month following the employee's Service Award Date.

An employee's Service Award Date is the first day of his/her temporary, provisional, or permanent appointment to a position in the County. If an employee is first appointed to a temporary or provisional position and then later appointed to a permanent position, the Service Award Date for that employee is the date of the first day of the temporary or provisional appointment.

- 1.18 Sick Leave: Employees are entitled to accrue paid sick leave credit in accordance with the provisions of the County Salary Regulations and Administrative Bulletin No. 411.8 (Sick Leave Policy) as periodically amended.
- 1.19 Part-Time Employees: Part-time employees are entitled to accrue paid vacation and sick leave credit on a pro-rata basis.
- 1.20 Family Care Leave: The provisions of Section 1006.3 of the Personnel Management Regulations and Resolution No. 94/416, as amended, relating to Leaves of Absence and Family Care Medical Leave apply to all employees covered by this Resolution, except that such employees are not entitled to Family Care or Medical Leave on a calendar year basis. Instead, such employees are entitled to at least eighteen (18) weeks of leave in a "rolling" twelve (12) month period, which period is to be measured backward from the date the employee uses FMLA leave. Upon the birth or adoption of a child, an employee eligible for baby-bonding leave pursuant to the California Family Rights Act may use sick leave credits for such baby-bonding leave.



- 1.21 Leave Without Pay - Use of Accruals: The provisions of Section 1006.6 of the Personnel Management Regulations, as amended, relating to the use of accruals while on leave without pay, apply to all employees covered by this Resolution.
- 1.22 Accrual Usage Reporting: Employees must report the use of accruals in one minute increments.

## **2. Health, Dental, and Related Benefits**

### **2.10 Application:**

- a. Employees in classifications who receive health care coverage from County Plans: The following Sections apply to all employees in classifications covered by this Resolution who receive health care coverage from County Plans and do not receive health plan coverage through CalPERS: Section 2.11 "Health Plan Coverages," Section 2.12, "Monthly Premium Subsidy," Section 2.12.1 "Medical Plan Cost-Sharing on and after January 1, 2016," Section 2.13 "Retirement Coverage," Section 2.14 "Layoff and Other Loss of Coverage," Section 2.15 "Health Plan Coverages and Provisions," and Section 2.16 "Family Member Eligibility Criteria."
- b. Employees in classifications who receive health care coverage from CalPERS: The following Sections apply to all employees in the classifications listed in Exhibit E: Section 2.17 "CalPERS Controls," Section 2.18 "Contra Costa Health Plan (CCHP)," Section 2.19 "CalPERS Health Plan Monthly Premium Subsidy," Section 2.20 "CalPERS Retirement Coverage," Section 2.21 "CalPERS Premium Payments," and Section 2.22 "Dental Plan - CalPERS Participants."
- c. General provisions: The following Sections apply to all employees in all the classifications covered by this Resolution: Section 2.23 "Dual Coverage," Section 2.24 "Life Insurance Benefit Under Health and Dental Plans," Section 2.25 "Supplemental Life Insurance," Section 2.26 "Catastrophic Leave Bank," Section 2.27 "Health Care Spending Account," Sections 2.28 "PERS Long-Term Care," Section 2.29 "Dependent Care Assistance Program," Section 2.30 "Premium Conversion Plan," Section 2.31 "Voluntary Vision Plan," Section 2.32 "Prevailing Section," and Section 2.33 "Health Benefit Access for Employees Not Otherwise Covered."

### **2.A. Employees In Classifications Who Receive Health Care Coverage From County Plans**

2.11 Health Plan Coverages: The County will provide the medical and dental coverage for Management, Exempt, and Unrepresented employees and for their eligible family members, expressed in one of the Medical Plan contracts and one of the Dental Plan contracts between the County and the following providers:

1. Contra Costa Health Plans (CCHP)
2. Kaiser Permanente Health Plan
3. Health Net
4. Delta Dental
5. DeltaCare (PMI)

Medical Plans:

All employees will have access to the following medical plans:

1. CCHP Plan A & Plan B
2. Kaiser Permanente Plan A & Plan B
3. Health Net HMO Plan A & Plan B
4. Health Net PPO Plan A
5. Kaiser High Deductible Health Plan

Health Net PPO Plan B will be eliminated for all employees beginning January 1, 2018.

In the event that one of the medical plans listed above meets the criteria for a high cost employer-sponsored health plan that may be subject to an excise penalty (a.k.a. Cadillac Tax) under the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18081), such plan(s) will be eliminated for all employees beginning January 1, 2020.

2.12 Monthly Premium Subsidy:

- a. The monthly premium subsidy in effect on January 1, 2015, for each medical and/or dental plan, is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the following monthly premium subsidy:

- b. If the County contracts with a medical or dental plan that is not listed above, the County will determine the monthly dollar premium subsidy that it will pay to that health plan for employees and their eligible family members.

<b><u>Health &amp; Dental Plans</u></b>	<b><u>Employee</u></b>	<b><u>Employee +1 Dependent</u></b>	<b><u>Employee +2 or More Dependents</u></b>
Contra Costa Health Plans (CCHP), Plan A	\$509.92	\$1,214.90	\$1,214.90
Contra Costa Health Plans (CCHP), Plan B	\$528.50	\$1,255.79	\$1,255.79
Kaiser Permanente Health Plans	\$478.91	\$1,115.84	\$1,115.84
Health Net HMO Plans	\$627.79	\$1,540.02	\$1,540.02
Health Net PPO Plans	\$604.60	\$1,436.25	\$1,436.25
Kaiser High Deductible Health Plan	\$478.91	\$1,115.84	\$1,115.84
Delta Dental with CCHP A or B	\$41.17	\$93.00	\$93.00
Delta Dental with Kaiser or Health Net	\$34.02	\$76.77	\$76.77
Delta Dental without a Health Plan	\$43.35	\$97.81	\$97.81
DeltaCare (PMI) with CCHP A or B	\$25.41	\$54.91	\$54.91
DeltaCare (PMI) with Kaiser or Health Net	\$21.31	\$46.05	\$46.05
DeltaCare (PMI) without a Health Plan	\$27.31	\$59.03	\$59.03

- c. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any medical or dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

**2.12.1 Medical Plan Cost-Sharing on and after January 1, 2016:**

- a. For the plan year that begins on January 1, 2016, the County will pay the monthly premium subsidy for medical plans stated in subsection 2.12., subsection (a) and adjust the amounts paid by the County so that the employee cost for the 2016 plan year does not increase and in recognition of the increases to the Employee Plus Two or More Dependents medical premiums caused by the shift to a three-tier structure. In total, the County will pay the following amounts for the 2016 plan year:

<b><u>Medical Plans</u></b>	<b><u>Employee</u></b>	<b><u>Employee +1 Dependent</u></b>	<b><u>Employee +2 or More Dependents</u></b>
Contra Costa Health Plans (CCHP), Plan A	\$530.56	\$1,049.81	\$1,646.89
Contra Costa Health Plans (CCHP), Plan B	\$549.42	\$1,068.65	\$1,737.03
Kaiser Permanente Health Plan A	\$435.38	\$803.96	\$1,493.79
Kaiser Permanente Health Plan B	\$445.04	\$881.68	\$1,407.40
Health Net HMO Plan A	\$669.34	\$1,131.34	\$2,280.09
Health Net HMO Plan B	\$662.01	\$1,280.20	\$2,060.75

Health Net PPO Plan A	\$727.94	\$1,112.03	\$2,755.43
Health Net PPO Plan B	\$715.64	\$1,144.40	\$2,623.86
Kaiser High Deductible Health Plan	\$447.04	\$916.72	\$1,387.40

- b. For the plan year that begins on January 1, 2017, and for the term of this agreement, if there is an increase in the monthly premium, including any plan premium penalty, charged by a medical plan, the County and the employee will each pay fifty percent (50%) of the monthly increase that is above the amount of the 2016 plan premium. The fifty percent (50%) share of the monthly medical plan increase paid by the County is in addition to the amounts paid by the County in subsection 2.12.1.a., above, for medical plans.
- c. 2016 Plan Premium Amounts: For purposes of calculating the County and Employee cost-sharing increases described in 2.12.1.b, above, the following are the 2016 total monthly medical plan premium amounts:

<b><u>Medical Plans</u></b>	<b><u>Employee</u></b>	<b><u>Employee +1 Dependent</u></b>	<b><u>Employee +2 or More Dependents</u></b>
Contra Costa Health Plans (CCHP), Plan A	\$657.08	\$1,314.15	\$1,971.23
Contra Costa Health Plans (CCHP), Plan B	\$728.38	\$1,456.77	\$2,185.15
Kaiser Permanente Health Plan A	\$749.80	\$1,499.60	\$2,249.39
Kaiser Permanente Health Plan B	\$585.68	\$1,171.36	\$1,757.04
Health Net HMO Plan A	\$1,208.76	\$2,417.52	\$3,626.27
Health Net HMO Plan B	\$840.55	\$1,681.10	\$2,521.65
Health Net PPO Plan A	\$1,643.40	\$3,286.80	\$4,930.20
Health Net PPO Plan B	\$1,479.47	\$2,958.94	\$4,438.40
Kaiser High Deductible Health Plan	\$470.10	\$940.21	\$1,410.32

## 2.13 Retirement Coverage:

### a. Upon Retirement:

1. Upon retirement and for the term of this resolution, eligible employees and their eligible family members may remain in their County health/dental plan, but without County-paid life insurance coverage, if immediately before their proposed retirement the employees and dependents are either active subscribers to one of the County

contracted health/dental plans or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period. The County will pay the health/dental plan monthly premium subsidies set forth in Section 2.12(a) for eligible retirees and their eligible family members.

2. Any person who becomes age 65 on or after January 1, 2009 and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.
  3. For employees hired on or after January 1, 2009 and their eligible family members, no monthly premium subsidy will be paid by the County for any health or dental plan after they separate from County employment. However, any such eligible employee who retires under the Contra Costa County Employees' Retirement Association ("CCCERA") may retain continuous coverage of a county health and/or dental plan provided that (i) he or she begins to receive a monthly retirement allowance from CCCERA within 120 days of separation from County employment and (ii) he or she pays the full premium cost under the health and/or dental plan without any County premium subsidy. This provision does not apply to any member of the Board of Supervisors who was a County employee when elected to the Board of Supervisors with a County employee hire date that is earlier than January 1, 2009.
- b. Employees Who File For Deferred Retirement: Employees, who resign and file for a deferred retirement and their eligible family members, may continue in their County group health and/or dental plan under the following conditions and limitations.
1. Health and dental coverage during the deferred retirement period is totally at the expense of the employee, without any County contributions.
  2. Life insurance coverage is not included.
  3. To continue health and dental coverage, the employee must:
    - i. be qualified for a deferred retirement under the 1937 Retirement Act provisions;
    - ii. be an active member of a County group health and/or dental plan at the time of filing their deferred retirement application and elect to continue plan benefits;
    - iii. be eligible for a monthly allowance from the Retirement System

and direct receipt of a monthly allowance within twenty-four (24) months of application for deferred retirement; and

- iv. file an election to defer retirement and to continue health benefits hereunder with the County Benefits Division within thirty (30) days before separation from County service.
- 4. Deferred retirees who elect continued health benefits hereunder and their eligible family members may maintain continuous membership in their County health and/or dental plan group during the period of deferred retirement by paying the full premium for health and dental coverage on or before the 10<sup>th</sup> of each month, to the Contra Costa County Auditor-Controller. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to subsection (a) above, as similarly situated retirees who did not defer retirement.
- 5. Deferred retirees may elect retiree health benefits hereunder without electing to maintain participation in their County health and/or dental plan during their deferred retirement period. When they begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to subsection (a) above, as similarly situated retirees who did not defer retirement, provided reinstatement to a County group health and/or dental plan will only occur following a three (3) full calendar month waiting period after the month in which their retirement allowance commences.
- 6. Employees who elect deferred retirement will not be eligible in any event for County health and/or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.
- 7. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for retiree health/dental coverage as similarly situated retirees who did not defer retirement.
- 8. This subpart b "Employees Who File for Deferred Retirement" does not apply to any employee in any classification listed in Exhibit E.
- c. Employees Hired After December 31, 2006 - Eligibility for Retiree Health Coverage: All employees hired after December 31, 2006 are eligible for retiree health/dental coverage pursuant to subsections (a) and (b), above, upon completion of fifteen (15) years of service as an employee of Contra Costa County. For purposes of retiree health eligibility, one year of service is defined as one thousand (1,000) hours worked within one anniversary year. The existing method of crediting service while an employee is on an approved leave of absence will continue for the

duration of this Resolution.

- d. Subject to the provisions of Section 2.13, subparts (a), (b), and (c), and upon retirement and for the term of this resolution, the following employees (and their eligible family members) are eligible to receive a monthly premium subsidy for health and dental plans or are eligible to retain continuous coverage of such plans: County Elected and Appointed Department Heads, Management Employees, Exempt Employees, Unrepresented Employees, and each employee who retired from a position or classification that was unrepresented at the time of his or her retirement.
- e. For purposes of this Section 2.13 only, “eligible family members” does not include Survivors of employees or retirees.

2.14 Layoff and Other Loss of Coverage:

- a. If a husband and wife both work for the County and one (1) of them is laid off, the remaining employee, if eligible, will be allowed to enroll or transfer into the health and/or dental coverage combination of his/her choice.
- b. An eligible employee who loses medical or dental coverage through a spouse or partner not employed by the County will be allowed to enroll or transfer into the County health and/or dental plan of his/her choice within thirty (30) days of the date coverage is no longer afforded under the spouse’s plan.

2.15 Health Plan Coverages and Provisions: The following provisions are applicable to County Health and Dental Plan participation:

- a. Health, Dental and Life Participation by Other Employees: Permanent part-time employees working nineteen (19) hours per week or less and permanent-intermittent employees may participate in the County Health and/or Dental plans (with the associated life insurance benefit) at the employee’s full expense.
- b. Employee Contribution Deficiencies: The County’s contributions to the Health Plan and/or Dental Plan premiums are payable for any month in which the employee is paid. If an employee’s compensation in any month is not sufficient to pay the employee share of the premium, the employee must make up the difference by remitting the unpaid amount to the Auditor-Controller. The responsibility for this payment rests solely with the employee.
- c. Leave of Absence: The County will continue to pay the County shares of health and/or dental plan premiums for enrolled employees who are on an

approved paid or unpaid leave of absence for a period of thirty (30) days or more provided the employee's share of the premiums is paid by the employee.

- d. Coverage Upon Separation: An employee who separates from County employment is covered by his/her County health and/or dental plan through the last day of the month in which he/she separates. Employees who separate from County employment may continue group health and/or dental plan coverage to the extent provided by the COBRA laws and regulations.
- e. Health Savings Account: Beginning no earlier than the 2017 plan year, active permanent full-time and active permanent part-time employees who are enrolled in the Kaiser High Deductible Health Plan may elect to enroll in a Health Savings Account (HSA). Employees may contribute up to the maximum annual contribution rate for HSAs as set forth in the United States Internal Revenue Code. Funds contributed to the HSA are invested as directed by the employee. The County does not provide any recommendations or advice on investment or use of HSA funds. Employees are responsible for paying any HSA account management fees charged by the HSA administrator. The County does not manage or administer the HSA. The HSA is not available to temporary or permanent-intermittent employees.

2.16 Family Member Eligibility Criteria: The following persons may be enrolled as the eligible Family Members of a medical and/or dental plan Subscriber:

a. Health Insurance

1. Eligible Dependents:

- i. Employee's legal spouse
  - ii. Employee's qualified domestic partner
  - iii. Employee's child to age 26
  - iv. Employee's disabled child who is over age 26, unmarried, and incapable of sustaining employment due to a physical or mental disability that existed prior to the child attainment of age 19.
2. "Employee's child" includes natural child, step-child, adopted child, child of a qualified domestic partner, and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

b. Dental Insurance

1. Eligible Dependents:



- i. Employee's legal spouse
  - ii. Employee's qualified domestic partner
  - iii. Employee's unmarried child who is:
    - (1) under age 19; or
    - (2) Age 19 or above, but under age 24; and who
      - A. Resides with the employee for more than 50% of the year, excluding time living at school; and
      - B. Receives at least 50% of support from employee; and
      - C. Is enrolled and attends school on a full-time basis, as defined by the school.
      - D. Employee's disabled child who is over age 19, unmarried, and incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
2. "Employee's child" includes natural child, step-child, adopted child, child of a qualified domestic partner, and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

**2.B. Employees In Classifications Who Receive Health Care Coverage From CalPERS**

- 2.17 CalPERS Controls: The CalPERS health care program, as regulated by the Public Employees' Medical and Hospital Care Act (PEMHCA), regulations issued pursuant to PEMHCA, and the administration of PEMHCA by CalPERS, controls on all medical plan issues for employees who receive medical care coverage from CalPERS, including, but not limited to, eligibility, benefit plans, benefit levels, minimum premium subsidies, and costs.
- 2.18 Contra Costa Health Plan (CCHP): Because CCHP has met the minimum standards required under PEMHCA and is approved as an alternative CalPERS plan option, employees and COBRA counterparts may elect to enroll in CCHP under the CalPERS plan rules and regulations.
- 2.19 CalPERS Medical Plan Monthly Premium Subsidy: The County's subsidy to the CalPERS monthly medical plan premiums is as provided below. The employee must pay any CalPERS medical plan premium costs that are greater than the County's subsidies identified below.
- a. County Medical Plan Premium Subsidy:
    - 1. Beginning on January 1, 2010, and until December 31, 2016, the

amount of the County premium subsidy that is paid for employees and eligible family members is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the CalPERS statutory minimum employer monthly medical plan premium subsidy or the following monthly medical plan premium subsidy, whichever is greater:

Employee/Retiree/Survivor Only
\$472.57
Employee/Retiree/Survivor & One Dependent
\$945.13
Employee/Retiree/Survivor & Two or more Dependents
\$1228.67

2. Beginning on January 1, 2017, the County premium subsidies that are paid for employees and eligible family members will be the same subsidies that the County pays by plan and tier for members of the Deputy Sheriffs Association Management Unit in accordance with the Memorandum of Understanding between the County and the Association.

b. In the event that the County medical plan premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

2.20 CalPERS Retirement Coverage: Government Code section 22892 applies to all employees in those classifications listed in Exhibit E.

2.21 CalPERS Premium Payments: Employee participation in any CalPERS medical plan is contingent upon the employee authorizing payroll deduction by the County of the employee's share of the premium cost. If an employee's compensation in any month (including during a leave of absence) is not sufficient to pay the employee's share of the premium, the employee must pay the difference to the Auditor-Controller. The responsibility for this payment rests solely with the employee.

2.22 Dental Plan - CalPERS Participants:

a. Employees in the classifications listed in Exhibit E may participate in any available County Group Dental Plan. The County may change dental plan providers at any time during the term of this resolution.

b. Dental Plan Monthly Premium Subsidy: On and after January 1, 2010, the provisions of Section 2.12 "Monthly Premium Subsidy," relating to the County subsidies for dental coverage, apply to all classifications listed in

Exhibit E.

- c. As to dental coverage only, the following Sections apply to all classifications listed in Exhibit E: Section 2.13 “Retirement Coverage,” Section 2.14 “Layoff and Other Loss of Coverage,” Section 2.15 “Health Plan Coverages and Provisions,” and Section 2.16 “Family Member Eligibility Criteria.”

## **2.C. All Employees**

### **2.23 Dual Coverage:**

- a. Each employee and retiree may be covered by only a single County health (or dental) plan, including a CalPERS plan. For example, a County employee may be covered under a single County health and/or dental plan as either the primary insured or the dependent of another County employee or retiree, but not as both the primary insured and the dependent of another County employee or retiree.
- b. All dependents, as defined in Section 2.16, Family Member Eligibility Criteria, may be covered by the health and/or dental plan of only one spouse or one domestic partner. For example, when both husband and wife are County employees, all of their eligible children may be covered as dependents of either the husband or the wife, but not both.
- c. For purposes of this Section 2.23 only, “County” includes the County of Contra Costa and all special districts governed by the Board of Supervisors, including but not limited to, the Contra Costa County Fire Protection District.

2.24 Life Insurance Benefit Under Health and Dental Plans: For employees who are enrolled in the County’s program of medical or dental coverage as either the primary or the dependent, term life insurance in the amount of ten thousand dollars (\$10,000) will be provided by the County.

2.25 Supplemental Life Insurance: In addition to the life insurance benefits provided by this resolution, employees may subscribe voluntarily and at their own expense for supplemental life insurance. Employees may subscribe for an amount not to exceed five hundred thousand dollars (\$500,000), of which one hundred thousand (\$100,000) is a guaranteed issue, provided the election is made within the required enrollment periods.

2.26 Catastrophic Leave Bank: All employees are included in the Catastrophic Leave Bank and may designate a portion of accrued vacation, compensatory time, holiday compensatory time, or personal holiday credit to be deducted

from the donor's existing balances and credited to the bank or to a specific eligible employee.

- a. The County Human Resources Department operates a Catastrophic Leave Bank which is designed to assist any County employee who has exhausted all paid accruals due to a serious or catastrophic illness, injury, or condition of the employee or family member. The program establishes and maintains a Countywide bank wherein any employee who wishes to contribute may authorize that a portion of his/her accrued vacation, compensatory time, holiday compensatory time or personal holiday credit be deducted from those account(s) and credited to the Catastrophic Leave Bank. Employees may donate hours either to a specific eligible employee or to the bank. Upon approval, credits from the Catastrophic Leave Bank may be transferred to a requesting employee's sick leave account so that employee may remain in paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition. Catastrophic illness or injury is defined as a critical medical condition, a long-term major physical impairment or disability that manifests itself during employment.
- b. The plan is administered under the direction of the Director of Human Resources. The Human Resources Department is responsible for receiving and recording all donations of accruals and for initiating transfer of credits from the Bank to the recipient's sick leave account. Disbursement of accruals is subject to the approval of a six (6) member committee composed of three (3) members appointed by the County Administrator and three (3) members appointed by the majority representative employee organizations. The committee will meet once a month, if necessary, to consider all requests for credits and will make determinations as to the appropriateness of the request. The committee will determine the amount of accruals to be awarded for employees whose donations are non-specific. Consideration of all requests by the committee will be on an anonymous requester basis.
- c. Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and will be treated as regular sick leave accruals.
- d. To receive credits under this plan, an employee must have permanent status, have exhausted all time off accruals to a level below eight (8) hours total, have applied for a medical leave of absence, and have medical verification of need.
- e. Donations are irrevocable unless the donation to the eligible employee is denied. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours from balances in the vacation,

holiday, personal holiday, compensatory time or holiday compensatory time accounts. Employees who elect to donate to a specific individual will have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.

- f. Time donated will be converted to a dollar value and the dollar value will be converted back to sick leave accruals at the recipient's base hourly rate when disbursed. Credits will not be on a straight hour-for-hour basis. All computations will be on a standard 173.33 basis, except that employees on other than a forty (40) hour week will have hours prorated according to their status.
- g. Each recipient is limited to a total of one thousand forty (1040) hours or its equivalent per catastrophic event; each donor is limited to one hundred twenty (120) hours per calendar year.
- h. All appeals from either a donor or recipient will be resolved on a final basis by the Director of Human Resources.
- i. No employee has any entitlement to catastrophic leave benefits. The award of Catastrophic Leave is at the sole discretion of the committee, both as to amounts of benefits awarded and as to persons awarded benefits. Benefits may be denied, or awarded for less than six (6) months. The committee may limit benefits in accordance with available contributions and choose from among eligible applicants on an anonymous basis those who will receive benefits, except for hours donated to a specific employee. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the donating employee may authorize the hours to be donated to the bank or returned to the donor's account.
- j. Any unused hours transferred to a recipient will be returned to the Catastrophic Leave Bank.

2.27 Health Care Spending Account: After six (6) months of permanent employment, full time and part time (20/40 or greater) employees may elect to participate in a Health Care Spending Account (HCSA) Program designated to qualify for tax savings under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a predetermined amount of money from their pay, before taxes, for health care expenses not reimbursed by any other health benefit plans. HCSA dollars may be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. Any unused balance is forfeited and cannot be recovered by the employee.

- 2.28 PERS Long-Term Care: The County will deduct and remit monthly premiums to the PERS Long-Term Care Administrator for employees who are eligible and voluntarily elect to purchase long-term care at their personal expense through the PERS Long-Term Care Program.
- 2.29 Dependent Care Assistance Program: The County will continue to offer the option of enrolling in a Dependent Care Assistance Program (DCAP) designed to qualify for tax savings under Section 129 of the Internal Revenue Code, but such savings are not guaranteed. The program allows employees to set aside up to five thousand dollars (\$5,000) of annual salary (before taxes) per calendar year to pay for eligible dependent care (child and elder care) expenses. Any unused balance is forfeited and cannot be recovered by the employee.
- 2.30 Premium Conversion Plan: The County will continue to offer the Premium Conversion Plan (PCP) designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but tax savings are not guaranteed. The program allows employees to use pre-tax dollars to pay health and dental premiums.
- 2.31 Voluntary Vision Plan: Beginning no earlier than the 2017 plan year, active permanent full-time and active permanent part-time employees will be offered the opportunity to enroll in a voluntary vision plan. Employees will pay the full premium costs of the plan. The County will contract with a provider for a voluntary vision plan with no co-pays. The vision plan is not available to temporary or permanent-intermittent employees.
- 2.32 Prevailing Section: To the extent that any provision of this Section (Section 2. Health, Dental, and Related Benefits) is inconsistent with any provision of any other County enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other resolution or order of the Board of Supervisors, the provision(s) of this Section (Section 2. Health, Dental, and Related Benefits) will prevail.
- 2.33 Health Benefit Access for Employees Not Otherwise Covered: To access County health plans, an employee who is not otherwise eligible for health coverage by the County, must be eligible to receive an offer of coverage from the County under the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18081). Employees eligible to receive an offer of coverage (and qualified dependents), will be offered access to County health insurance plans. Employees will be responsible for the full premium cost of coverage.
3. **Personal Protective Equipment**: The County will reimburse employees for safety shoes and prescription safety eyeglasses in those Management, Exempt and

Unrepresented classifications which the County Administrator has determined eligible for such reimbursement.

- 3.10 Safety Shoes: The County will reimburse eligible employees for the purchase and repair of safety shoes in an amount not to exceed two hundred seventy-five dollars (\$275) for each two (2) year period beginning on January 1, 2002. There is no limit on the number of shoes or repairs allowed.
- 3.11 Safety Eyeglasses: The County will reimburse eligible Management, Exempt and Unrepresented employees for prescription safety eyeglasses which are approved by the County and are obtained from an establishment approved by the County.

#### **4. Transportation Expense:**

- 4.10 Mileage Reimbursement: The County will pay a mileage allowance for the use of personal vehicles on County business at the rate allowed by the Internal Revenue Service (IRS) as a tax deductible expense, adjusted to reflect changes in this rate on the date it becomes effective or the first of the month following announcement of the changed rate by the IRS, whichever is later.
- 4.11 Commuter Benefit Program: Prior to July 1, 2017, the County will offer employees the option of enrolling in an employee-funded qualified transportation (commuter) benefit program designed to qualify for tax savings under Section 132(f) of title 26 of the Internal Revenue Service Code, but such savings are not guaranteed. The Commuter Benefit Program will allow employees to set aside pre-tax dollars for qualified transportation expenses to the extent and amount allowed by the Internal Revenue Service.

#### **5. Retirement Contributions:**

- 5.10 No County Subvention: Effective on October 1, 2011, employees are responsible for the payment of one hundred percent (100%) of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the County paying any part of the employees' contribution. Employees are also responsible for the payment of the employees' contributions to the retirement cost-of-living program as determined annually by the Board of Retirement without the County paying any part of the employees' contributions. Except as provided in Section 36 (District Attorney Investigator - Safety Employees Retirement Tier) Section 44 (Probation - Safety Employees Retirement Tiers) and Section 53 (Safety Employees Retirement Tiers- Miscellaneous Safety Classifications), the County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

- 5.11 414H2 Participation: The County will continue to implement Section 414(h) (2) of the Internal Revenue Code which allows the County Auditor–Controller to reduce the gross monthly pay of employees by an amount equal to the employee’s total contribution to the County Retirement System before Federal and State income taxes are withheld, and forward that amount to the Retirement system. This program of deferred retirement contribution will be universal and non-voluntary as required by statute.

## **6. New Retirement Plan:**

- A. PEPRA for Employees who become CCCERA Members on or after January 1, 2013: For employees who, under the California Public Employees’ Pension Reform Act of 2013 (PEPRA) (Chapters 296 and 297, Statutes of 2012), become New Members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by PEPRA. To the extent that this resolution conflicts with any provision of PEPRA, PEPRA governs.
- B. COLA: For employees hired by the County on and after January 1, 2014, who, under PEPRA, become New Members of CCCERA, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year, and the cost of living adjustment will be banked.
- C. Disability Standard: For employees, who under PEPRA, become New Members of CCCERA, the disability provisions are the same as the current Tier III disability provisions.
- D. This section 6 does not apply to employees who are safety members of the Contra Costa County Employees Retirement Association.

## **7. Training:**

- 7.10 Career Development Training Reimbursement: All full-time employees (excluding attorney classes) are eligible for career development training reimbursement not to exceed seven hundred fifty dollars (\$750) per fiscal year. The reimbursement of training expenses includes books and is governed by any Administrative Bulletins on Travel or Training.
- 7.11 Management Development Policy: Employees are authorized to attend professional training programs, seminars, and workshops, during normal work hours at the discretion of their Department Head, for the purpose of developing knowledge, skills, and abilities in the areas of supervision, management, and County policies and procedures. Up to thirty (30) hours of



such training time is recommended annually.

- a. Departments are encouraged to provide for professional development training exceeding thirty (30) hours annually for people newly promoted to positions of direct supervision.
  - b. To encourage personal and professional growth, the County provides reimbursement for certain expenses incurred by employees for job-related training (required training and career development training/education). Provision for eligibility and reimbursement is identified in Administrative Bulletin 112.9.
  - c. The Department Head is responsible for authorization of individual professional development reimbursement requests. Reimbursement is through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).
8. **Bilingual Pay Differential:** A monthly salary differential will be paid to incumbents of positions requiring bilingual proficiency as designated by the Appointing Authority and the Director of Human Resources. The differential will be prorated for employees working less than full time and/or on an unpaid leave of absence during any given month. The differential is one hundred dollars (\$100.00) per month.

Designation of positions for which bilingual proficiency is required is the sole prerogative of the County, and such designations may be amended or deleted at any time.

9. **Higher Pay for Work in a Higher Classification:** The County Salary Regulations notwithstanding, when an employee is required to work in a higher paid classification, the employee will receive the higher compensation for such work, pursuant to the County Salary Regulations, plus any differentials and incentives the employee would have received in his/her regular position. Unless the Board has by Resolution otherwise specified, the higher pay entitlement will begin on the completion of the 40th consecutive hour in the assignment, retroactive to the beginning of the second full day of work in the assignment.
10. **Workers' Compensation and Continuing Pay:** For all accepted workers' compensation claims filed with the County on or after January 1, 2008, employees will receive seventy five percent (75%) of their regular monthly salary during any period of compensable temporary disability not to exceed one (1) year. Pay based on accepted workers' compensation claims filed before January 1, 2007, but after December 31, 1999, will be paid as provided in Resolution No. 2006/22. Pay based on accepted workers' compensation claims filed before January 1, 2000, will be paid as provided in resolution No. 96/488. If workers' compensation benefits become

taxable income, the County will restore the former benefit level, one hundred percent (100%) of regular monthly salary.

10.10 Waiting Period: There is a three (3) calendar day waiting period before workers' compensation benefits commence. If the injured worker loses any time on the date of injury, that day counts as day one (1) of the waiting period. If the injured worker does not lose time on the date of the injury, the waiting period is the first three (3) days following the date of the injury. The time the employee is scheduled to work during this waiting period will be charged to the employee's sick leave and/or vacation accruals. In order to qualify for workers' compensation the employee must be under the care of a physician. Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds fourteen (14) days.

10.11 Continuing Pay: A permanent employee will receive the applicable percentage of regular monthly salary in lieu of workers' compensation during any period of compensable temporary disability not to exceed one year. "Compensable temporary disability absence" for the purpose of this Section, is any absence due to work-connected disability which qualifies for temporary disability compensation under workers' compensation law set forth in Division 4 of the California Labor Code. When any disability becomes medically permanent and stationary, the salary provided by this Section will terminate. No charge will be made against sick leave or vacation for these salary payments. Sick leave and vacation rights do not accrue for those periods during which continuing pay is received. Employees are entitled to a maximum of one (1) year of continuing pay benefits for any one injury or illness.

Continuing pay begins at the same time that temporary workers' compensation benefits commence and continues until either the member is declared medically permanent/stationary, or until one (1) year of continuing pay, whichever comes first, provided the employee remains in an active employed status. Continuing pay is automatically terminated on the date an employee is separated from County service by resignation, retirement, layoff, or the employee is no longer employed by the County. In these instances, employees will be paid workers' compensation benefits as prescribed by workers' compensation laws. All continuing pay must be cleared through the County Administrator's Office, Risk Management Division.

10.12 Physician Visits: Whenever an employee who has been injured on the job and has returned to work is required by an attending physician to leave work for treatment during working hours, the employee is allowed time off, up to three (3) hours for such treatment, without loss of pay or benefits. Said visits are to be scheduled contiguous to either the beginning or end of the scheduled workday whenever possible. This provision applies only to

injuries/illnesses that have been accepted by the County as work related.

- 10.13 Labor Code §4850 Exclusion: The foregoing provisions for workers' compensation and continuing pay are inapplicable in the case of employees entitled to benefits under Labor Code Section 4850.

## **11. Other Terms and Conditions of Employment**

- 11.10 Overtime Exempt Exclusion: Employees who are exempt from FLSA overtime in unrepresented, management, and exempt classifications may be made eligible for County Overtime pay if their names are placed on the Overtime Exempt Exclusion List by the County Administrator's Office. Employees on the Overtime Exempt Exclusion List are authorized to receive County overtime pay only. Employees on the Overtime Exempt Exclusion List are NOT eligible for Annual Management Administrative Leave for the quarter they are on the Overtime Exempt Exclusion List. The policies and procedures for the Overtime Exempt Exclusion List are set forth in Administrative Bulletin 317.
- 11.11 County Overtime: Employees on the Overtime Exempt Exclusion List will be compensated at one and one-half (1.5) times their base rate of pay (excluding differentials) for authorized hours worked exceeding eight (8) hours in a day or forty (40) hours in a week.
- 11.12 Pay Limitations: Employees are not entitled to receive hazard pay, shift pay or County overtime pay (except as provided in this Section 11 Other Terms and Conditions of Employment), or on-call duty pay or call-back pay (except as provided in Section IV Special Benefits For Employees by Department or Class.)
- 11.13 Length of Service Credits: Length of service credit dates from the beginning of the last period of continuous County employment, including temporary, provisional and permanent status and absences on an approved leave of absence; except that when an employee separates from a permanent position in good standing and is subsequently re-employed in a permanent County position within two (2) years from the date of separation, the period of separation will be bridged. Under these circumstances, the service credits will include all credits accumulated at the time of separation but will not include the period of separation. The service credits of an employee are determined from employee status records maintained by the Human Resources Department.
- 11.14 Mirror Classifications: As determined in the sole discretion of the Director of Human Resources, employees in unrepresented job classifications that mirror Management, represented or unrepresented job classifications may receive the salary and fringe benefits that are received by employees in the mirror classification.

- 11.15 Deep Classes: No provision of this Resolution regarding terms and conditions of employment supersedes any provision of any Deep Class Resolution.
- 11.16 Administrative Provisions: The County Administrator may establish guidelines, bulletins or directives as necessary to further define or implement the provisions of this resolution.
- 11.17 Timestamp: Permanent Intermittent (hourly) employees must time stamp in and out as they begin their work shifts, finish their work shifts, and take meal periods.

## **II. BENEFITS FOR MANAGEMENT AND EXEMPT EMPLOYEES**

Management and Exempt employees will receive the benefits set forth in Part I and also the following additional benefits:

### **12. Management Longevity Pay:**

#### **12.10 Ten Years of Service:**

- a. Employees who have completed ten (10) years of service for the County are eligible to receive a two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the ten (10) year service award.
- b. Effective April 1, 2007, this section does not apply to members of the Board of Supervisors, except those members who earned this benefit while serving on the Board of Supervisors and were receiving this benefit as of March 31, 2007.
- c. Effective November 1, 2007, for employees who were employed by Contra Costa County, became employees of the Contra Costa Superior Court by operation of law, and thereafter are rehired by Contra Costa County in the classification of District Attorney Manager of Law Offices (JJGE), eligibility for this longevity differential will be determined by adding together all service time with Contra Costa County and all service time with the Contra Costa Superior Court. If this sum is more than ten (10) years, this longevity differential will only be paid prospectively from the date the employee is rehired by Contra Costa County.

#### **12.11 Fifteen Years of Service:**

- a. Employees who have completed fifteen (15) years of service for the County are eligible to receive an additional two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the fifteen (15)

year service award. For employees who completed fifteen (15) years of service on or before January 1, 2007, this longevity differential will be paid prospectively only from January 1, 2007.

- b. This section does not apply to employees who are eligible to receive the District Attorney Inspectors Longevity Differential set forth in Section 34 or the Sheriff Law Enforcement Longevity Differential set forth in Section 49.
- c. Effective April 1, 2007, this section does not apply to members of the Board of Supervisors, except those members who earned this benefit while serving on the Board of Supervisors and were receiving this benefit as of March 31, 2007.
- d. Effective November 1, 2007, for employees who were employed by Contra Costa County, became employees of the Contra Costa Superior Court by operation of law, and thereafter are rehired by Contra Costa County in the classification of District Attorney Manager of Law Offices (JJGE), eligibility for this longevity differential will be determined by adding together all service time with Contra Costa County and all service time with the Contra Costa Superior Court. If this sum is more than fifteen (15) years, this longevity differential will only be paid prospectively from the date the employee is rehired by Contra Costa County.

### **13. Deferred Compensation:**

13.10 Deferred Compensation Incentive: The County will contribute eighty-five dollars (\$85) per month to each employee who participates in the County's Deferred Compensation Plan. To be eligible for this Deferred Compensation Incentive, the employee must contribute to the deferred compensation plan as indicated below.

<u>Employees with Current Monthly Salary of:</u>	<u>Qualifying Base Contribution Amount</u>	<u>Monthly Contribution Required to Maintain Incentive Program Eligibility</u>
\$2,500 and below	\$250	\$50
\$2,501 – 3,334	\$500	\$50
\$3,335 – 4,167	\$750	\$50
\$4,168 – 5,000	\$1,000	\$50
\$5,001 – 5,834	\$1,500	\$100
\$5,835 – 6,667	\$2,000	\$100
\$6,668 and above	\$2,500	\$100

Employees who discontinue contributions or who contribute less than the required amount per month for a period of one (1) month or more will no longer be eligible for the eighty-five dollar (\$85) Deferred Compensation

Incentive. To reestablish eligibility, employees must again make a Base Contribution Amount as set forth above based on current monthly salary. Employees with a break in deferred compensation contributions either because of an approved medical leave or an approved financial hardship withdrawal will not be required to reestablish eligibility. Further, employees who lose eligibility due to displacement by layoff, but maintain contributions at the required level and are later employed in an eligible position, will not be required to reestablish eligibility.

13.11 Special Benefit for Permanent Employees Hired on and after January 1, 2009:

- a. Beginning on April 1, 2009 and for the term of this resolution, the County will contribute one hundred and fifty dollars (\$150) per month to an employee's account in the Contra Costa County Deferred Compensation Plan, or other tax-qualified savings program designated by the County, for employees who meet all of the following conditions:
  1. The employee must be hired by Contra Costa County on or after January 1, 2009.
  2. The employee must be appointed to a permanent position. The position may be either full time or part time, but if it is part time, it must be designated, at a minimum, as 20 hours per week.
  3. The employee must have been employed by Contra Costa County for at least 90 calendar days.
  4. The employee must contribute a minimum of twenty-five dollars (\$25) per month to the Contra Costa County Deferred Compensation Plan, or other tax-qualified savings program designated by the County.
  5. The employee must complete and sign the required enrollment form(s) for his/her deferred compensation account and submit those forms to the Human Resources Department, Employee Benefits Services Unit.
  6. The employee may not exceed the annual maximum contribution amount allowable by the United States Internal Revenue Code.

13.12 No Cross Crediting: The amounts contributed by the employee and the County pursuant to Section 13.11 do not count towards the "Qualifying Base Contribution Amount" or the "Monthly Contribution Required to Maintain Incentive Program Eligibility" in Section 13.10. Similarly, the amounts contributed by the employee and the County pursuant to Section 13.10 do not count towards the employee's \$25 per month minimum contribution required by Section 13.11.

- 13.13 Maximum Annual Contribution: All of the employee and County contributions set forth in Sections 13.10 and 13.11 will be added together to ensure that the annual maximum contribution to the employee's deferred compensation account does not exceed the annual maximum contribution rate set forth in the United States Internal Revenue Code.
- 13.14 Eligibility for Loan Program: All employees are eligible to apply for loans from the Contra Costa County Deferred Compensation Plan loan program established by the Board of Supervisors on June 26, 2012, by Resolution No. 2012/298.

**14. Annual Management Administrative Leave:**

- A. On January 1<sup>st</sup> of each year, all full-time unrepresented, management, and exempt employees in paid status will be credited with ninety four (94) hours of paid Management Administrative Leave. All Management Administrative Leave time is non-accruable and all balances will be zeroed out on December 31 of each year.
- B. Permanent part-time employees are eligible for Management Administrative Leave on a prorated basis, based upon their position hours. Permanent-intermittent employees are not eligible for Management Administrative Leave.
- C. Employees appointed (hired or promoted) to unrepresented, management, or exempt positions are eligible for Management Administrative Leave on the first day of the month following their appointment date and will receive Management Administrative Leave on a prorated basis for that first year.
- D. Unrepresented, management, and exempt employees on the Overtime Exempt Exclusion List are authorized to receive overtime pay; therefore, their Management Administrative Leave will be reduced by 25% each time the employee is on the List. The 25% reduction will be deducted from the employee's current leave balance, but if there is no balance, it will be deducted from future awarded Annual Management Administrative Leave. This section does not apply to the unrepresented, management, and exempt attorneys of the Offices of the District Attorney, County Counsel, and Public Defender. (See Section 31.)
- E. Employees eligible for FLSA overtime are not eligible for Management Administrative Leave. Such Employees who have existing Management Administrative Leave balances as of May 1, 2017 may use the leave through December 31, 2017.

- 15. Management Life Insurance**: Employees are covered at County expense by term life insurance in the amount of fifty seven thousand dollars (\$57,000) in addition to the insurance provided in Section 2.24.

## **16. Vacation Buy Back:**

### **16.10 Employees Hired Before April 1, 2011:**

- a. Employees hired before April 1, 2011, in classifications other than those listed in Section 16.11(b) below, may elect payment of up to one-third (1/3) of their annual vacation accrual, subject to the following conditions: (1) the choice can be made only once every thirteen (13) months and there must be at least 12 full months between each election; (2) payment is based on an hourly rate determined by dividing the employee's monthly salary by 173.33; and (3) the maximum number of vacation hours that may be paid in any one sale is one-third (1/3) of the annual accrual.
- b. Lump Sum Payments: Where a lump-sum payment is made to employees as a retroactive general salary adjustment for a portion of a calendar year that is subsequent to the exercise by an employee of the vacation buy-back provision herein, that employee's vacation buy-back will be adjusted to reflect the percentage difference in base pay rates upon which the lump-sum payment was computed, provided that the period covered by the lump-sum payment includes the effective date of the vacation buy-back.

### **16.11 Employees Hired, Promoted or Rehired On and After April 1, 2011 and In Specified Classifications:**

- a. Employees hired, promoted or rehired on and after April 1, 2011, into any classification covered by this resolution are not eligible for the vacation buy-back benefit. However, any employee who was eligible for the vacation buy-back benefit before promoting into a classification (other than those specified in subsection b. below) covered by this resolution will retain that benefit after promoting into a classification covered by this resolution.
- b. Specified Classifications: Employees in the following classifications may not elect payment of their vacation accruals under any circumstances:

CCRMC Chief Executive Officer- Exempt (VCB2)  
Chief Medical Officer - Exempt (VPS4)  
Chief Nursing Officer - Exempt (VWD2)  
County Librarian (3AAA)  
Medical Director (VCA2)

## **17. Professional Development Reimbursement: Employees (excluding Department Heads, their Chief Assistant(s), Engineering Managers, and all Attorney classes) are eligible for reimbursement of up to six hundred twenty-five dollars (\$625) for each**



two (2) year period beginning on January 1, 1999, for memberships in professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities and purchase of job-related computer hardware and software (excludes automation connectivity, support, or subscription fees) from a standardized County-approved list or with Department Head approval, provided each employee complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors and the applicable manuals. In order to receive reimbursement, the employee must have been in an eligible classification when the expense was incurred.

Each professional development reimbursement request must be approved by the Department Head and submitted through the regular demand process. Demands must be accompanied by proof of payment (copy of invoice or receipt). Certification regarding compliance with the County's computer use and security policy may be required. Questions regarding the appropriateness of a request will be answered by the Office of the County Administrator.

- 18. Sick Leave Incentive Plan:** Employees may be eligible for a payoff of a part of unused sick leave accruals at separation. This program is an incentive for employees to safeguard sick leave accruals as protection against wage loss due to time lost for injury or illness. Payoff must be approved by the Director of Human Resources, and is subject to the following conditions:

- A. The employee must have resigned in good standing.
- B. Payout is not available if the employee is eligible to retire.
- C. The balance of sick leave at resignation must be at least seventy percent (70%) of accruals earned in the preceding continuous period of employment excluding any sick leave use covered by the Family and Medical Leave Act, the California Family Rights Act, or the California Pregnancy Disability Act.
- D. Payout is by the following schedule:

<u>Years of Payment Continuous Service</u>	<u>Payment of Unused Sick Leave Payable</u>
3 – 5 years	30%
5 – 7 years	40%
7 plus years	50%

- E. No payoff will be made pursuant to this section unless the Contra Costa County Employees' Retirement Association has certified that an employee requesting a sick leave payoff has terminated membership in, and has withdrawn his or her contributions from, the Retirement Association.

- F. It is the intent of the Board of Supervisors that payments made pursuant to Resolution No. 2018/7

this section are in lieu of County retirement benefits resulting from employment by this County or by Districts governed by this Board.

- 19. Computer Vision Care (CVC) Users Eye Examination:** Employees are eligible to receive an annual eye examination on County time and at County expense provided that the employee regularly uses a video display terminal at least an average of two (2) hours per day as certified by their department.

Employees certified for examination under this program must make their request through the Benefits Service Unit of the County Human Resources Department. Should prescription CVC eyeglasses be prescribed for the employee following the examination, the County agrees to provide, at no cost, basic CVC eye wear consisting of a fifty dollar (\$50) frame and single, bifocal or trifocal lenses. Employees may, through individual arrangement between the employee and the employees' doctor and solely at the employee's expense, include blended lenses and other care, services or materials not covered by the Plan.

- 20. Long-Term Disability Insurance:** The County will continue in force the Long-Term Disability Insurance program with a replacement limit of eighty-five (85%) of total monthly base earnings reduced by any deductible benefits.

**III. BENEFITS FOR ELECTED AND APPOINTED DEPARTMENT HEADS**

Department Heads will receive the benefits set forth in Part I and Part II and the following additional benefits:

**21. Executive Automobile Allowance:**

**21.10 Elected Department Heads:**

The below-listed elected Department Heads are eligible to receive a \$600 per month automobile allowance plus mileage for miles driven outside Contra Costa County at the rate per mile allowed by the Internal Revenue Service (IRS) as a deductible expense.

Receipt of this automobile allowance means that the elected Department Head must use a private automobile for County business.

Assessor (DAA1)  
Auditor–Controller (SAA1)  
Clerk–Recorder (ALA1)  
District Attorney (2KA1)  
Treasurer–Tax Collector (S5A1)

The Sheriff-Coroner (6XA1) is eligible to receive a \$500 per month automobile allowance plus mileage for miles driven inside and outside of Contra Costa County at the rate per mile allowed by the Internal Revenue

Service (IRS) as a deductible expense. Receipt of this automobile allowance means that the Sheriff-Coroner must use a private automobile for County business.

21.11 Appointed Department Heads Appointed Prior to February 1, 2012:

The below-listed Department Heads who were appointed to their positions prior to February 1, 2012 are eligible to receive a \$600 per month automobile allowance plus mileage for miles driven outside Contra Costa County at the rate per mile allowed by the Internal Revenue Service (IRS) as a deductible expense. Receipt of this automobile allowance means that the appointed Department Head must use a private automobile for County business.

County Administrator (ADA2)  
Chief Assistant County Administrator (ADB1)  
County Counsel (2EA1)  
County Probation Officer (7AA1)  
Director of Animal Services (BJA1)  
Director of Child Support Services (SMA1)  
Director of Conservation and Development (4AA1)  
Director of Health Services (VCA1)  
Director of Information Technology (LTA1)  
Public Defender (25A1)  
Public Works Director (NAA1)

21.12 Appointed Department Heads Appointed On and After February 1, 2012:

Every appointed Department Head is ineligible to receive an automobile allowance.

21.13 Temporary Loss of Vehicle:

If use of a County vehicle is temporarily required as the result of an emergency, such as an accident or mechanical failure to the recipient's personal automobile, a County vehicle may be used if approved by the County Administrator or his/her designee. The user's department will be charged for the costs of the temporary use of the County vehicle. Further, the user of the County vehicle will not receive his/her automobile allowance while using the County vehicle.

**22. Executive Life Insurance:** In lieu of the insurance provided under Section 15, Department Heads are covered at County expense by term life insurance in the amount of sixty thousand dollars (\$60,000) additional to the insurance provided under Section 2.24.

**23. Executive Professional Development Reimbursement:** Department Heads and

those chief assistants listed in Exhibit D (excluding Attorney classes) are eligible for reimbursement of up to nine hundred twenty-five dollars (\$925) for each two (2) year period beginning January 1, 1999 for memberships in professional organizations, subscriptions to professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities, and purchase of job-related computer hardware and software, such as blackberries, iPhones, and treos (excluding automation connectivity, support, or subscription fees) from a standardized County-approved list or with Department Head approval, provided each employee complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors and the applicable manuals. In order to receive reimbursement, the employee must have been in an eligible classification when the expense was incurred.

Each executive professional development reimbursement request must be approved by the Department Head and submitted through the regular demand process. Demands must be accompanied by proof of payment (copy of invoice or receipt). Certification regarding compliance with the County's computer use and security policy may be required. Questions regarding the appropriateness of a request will be determined by the Office of the County Administrator.

- 24. Appointed Department Heads:** The Appointed Department Heads are the Agricultural Commissioner/Director of Weights and Measures, Chief Assistant County Administrator, County Counsel, County Finance Director, County Librarian, County Probation Officer, County Veteran's Services Officer, Director of Employment and Human Services, Director of Animal Services, Director of Child Support Services, Director of Conservation and Development, Director of Health Services, Director of Human Resources, Director of Information Technology, Public Defender, and the Public Works Director. (The Fire Chief of the Contra Costa County Fire Protection District is also an appointed Department Head, but the benefits for the Fire Chief are set forth in a separate Fire Management Resolution.)
- 25. Elected Department Heads:** The Elected Department Heads are the Assessor, Auditor–Controller, Clerk–Recorder, District Attorney, Sheriff–Coroner, and Treasurer–Tax Collector.
- 26. Elected Department Head Benefits and Board of Supervisors Member Benefits:** Elected Department Heads will receive only the following benefits under Parts I, II, and III, together with such benefits as may be authorized under Part IV, as specified:

**26.10 Elected Department Heads:**

- a. All Elected Department Heads will receive the benefits set forth in Part I, Sections 5, 6, 7, 8, 10, and 11.12.
- b. Elected Department Heads will receive the benefits set forth in Part I, Section 2, in accordance with the following:

1. Elected Department Heads other than the Sheriff receive health care coverage from County health plans pursuant to Section 2 A.
  - i. Those Elected Department Heads who were County employees when elected to County office with a County employee hire date that is earlier than January 1, 2009, will receive the benefits set forth in Part I, Section 2 A except the provisions set forth in Section 2.13 (a) (3) do not apply.
  - ii. Those Elected Department Heads who were County employees when elected to County office with a County employee hire date that is on or after January 1, 2009, will receive all of the benefits set forth in Part I, Section 2 A.
  - iii. Those Elected Department Heads who were not County employees when elected to County office will receive all of the benefits set forth in Part I, Section 2 A.
2. The Sheriff receives health care coverage from CalPERS pursuant to Section 2 B.
3. All Elected Department Heads receive the benefits set forth in Section 2 C, excluding section 2.26.
- c. All Elected Department Heads will receive the benefits set forth in Part II, Sections 13, 19 and 20.
- d. Elected Department Heads will not receive the benefits set forth in Part II, Section 12. Elected Department Heads who are in their elected office and receiving longevity pay as of October 1, 2010 are eligible for the following benefit:
  1. A five percent (5%) longevity differential upon the completion of ten years of service effective on the first day of the month following the month in which the official qualifies for the ten (10) year service award.
  2. An additional two and one half (2.5%) longevity differential upon the completion of fifteen (15) years of service effective on the first day of the month following the month in which the official qualifies for the fifteen (15) year service award.
- e. As compensation for not accruing paid vacation credit, in addition to the benefits of Part II, Section 13, twelve thousand dollars (\$12,000) as a deferred compensation contribution will be added to the elected department head's deferred compensation account effective July 1 of each year (commencing July 1, 2007). If after July 1, but prior to June 30

of the next succeeding year, for any reason, the elected department head's occupancy of office terminates and/or expires, the elected department head is entitled to an additional deferred compensation account contribution prorated from July 1 to include the time period the elected department head served prior to the next June 30. Further, if, for any reason, all or part of such deferred compensation cannot be paid into a deferred compensation account the elected department head is entitled to an equivalent lump-sum payment. None of the County's twelve thousand dollar (\$12,000) contribution may be used to establish eligibility and qualification to receive the additional eighty-five dollars (\$85) monthly Deferred Compensation Incentive contribution otherwise provided by the County.

- f. All Elected Department Heads will receive the benefits set forth in Part III, Sections 21, 22 and 23.
  - g. A County employee who becomes a County elected official may receive payment for unused vacation accruals only at the rate of pay that the elected official last earned as a County employee. The elected official may not be paid for unused vacation accruals at the rate of pay earned as an elected official.
  - h. Only the Board of Supervisors is authorized to prescribe the compensation of County elected officials pursuant to Government Code section 25300.
- 26.11 Board of Supervisors: Board of Supervisors members will receive only the following benefits under Parts I, II, and III.
- a. Part I: The benefits set forth in Sections 5, 6, 7, 10, and 11.12.
  - b. Part 1, Section 2: in accordance with the following, health care coverage from County health plans pursuant to Section 2 A.
    - 1. Those Supervisors who were County employees when elected to County office with a County employee hire date that is earlier than January 1, 2009, will receive the benefits set forth in Part I, Section 2 A except the provisions set forth in Section 2.13 (a) (3) do not apply.
    - 2. Those Supervisors who were County employees when elected to County office with a County employee hire date that is on or after January 1, 2009, will receive all of the benefits set forth in Part I, Section 2 A.
    - 3. Those Supervisors who were not County employees when elected to

County office will receive all of the benefits set forth in Part I, Section 2 A.

- c. Part I, Section 2 C, excluding Section 2.26.
- d. Part II: The benefits set forth in Sections 13, 19, and 20.
- e. Part III: The benefits set forth in Sections 22 and 23.
- f. The provisions of Section 26.10(g) above apply to Board of Supervisors Members.

#### **IV. SPECIAL BENEFITS FOR EMPLOYEES BY DEPARTMENT OR CLASS**

- 27. Accounting Certificate Differential:** Incumbents of Management professional accounting, auditing or fiscal officer positions who possess one of the following certifications in good standing will receive a differential of five percent (5%) of base monthly salary: (1) A valid Certified Public Accountant (CPA) license issued by the State of California, Department of Consumer Affairs, Board of Accountancy; (2) a Certified Internal Auditor (CIA) certification issued by the Institute of Internal Auditors; (3) a Certified Management Accountant (CMA) certification issued by the Institute of Management Accountants; or (4) a Certified Government Financial Manager (CGFM) certification issued by the Association of Government Accountants.
- 28. Animal Services Search Warrant:** Employees in the management class of Deputy Director of Animal Services (BJD1) will be compensated for time spent in assisting law enforcement agencies in the serving of search warrants. The amount of special compensation per incident is one hundred dollars (\$100) and it will continue to be equal to that paid to Animal Services Officers for performing this duty. Only employees involved in actual entry team activities will be so compensated. The department continues to retain the sole right to select and assign personnel to such search warrant duty.
- 29. Animal Services Uniform Allowance:** The uniform allowance for employees in the management class of Deputy Director of Animal Services (BJD1) is eight hundred dollars (\$800) effective July 1, 2001, payable one-twelfth (1/12) of the yearly total in monthly pay warrants. Any other increase in the Uniform Allowance, which may be granted to Animal Services Officers while this Resolution is in effect, is granted to the Animal Services Management classes.
- 30. Attorney State Bar Dues and Professional Development Reimbursement:**
- 30.10 **State Bar Dues Reimbursement:** The County will reimburse employees in the classes set forth below for California State Bar Membership dues (but not penalty fees) and, if annually approved in advance by the Department Head,

fees for criminal and/or civil specialization.

30.11 Professional Development Reimbursement: The County will reimburse employees in the classes listed in Section 30.13 up to a maximum of seven hundred dollars (\$700) each fiscal year for the following types of expenses:

- a. Purchase of job-related computer hardware and software.
- b. Membership dues in legal professional associations.
- c. Purchase of legal publications.
- d. Training and travel costs for job-related educational courses.
- e. Legal on-line computer services.

Any unused accrual may be carried forward to the next fiscal year up to a maximum of eight hundred dollars (\$800).

30.12 Law School Student Loan Reimbursement Program

a. Eligibility:

1. Only Employees in the classes listed in Section 30.13, excluding County Counsel (2EA1), District Attorney (2KA1), and Public Defender (25A1), are eligible. Payments will only be made to employees in paid status as of July 2015, and thereafter.
2. Temporary employees are not eligible for payments. Time served as a temporary employee does not count towards eligibility for payments.

b. Qualifying amount and terms: The employee must satisfy all of the following criteria to be eligible for any payments through this Law School Student Loan Reimbursement Program.

1. First Payment: The employee must have been hired into one of the listed classes and have worked in one or more of those classes for at least three (3) consecutive years from date of hire to be eligible for the first payment. After completion of the third consecutive year of employment in one or more of those classes, the employee may receive \$2,000 for purposes of reimbursement for law school student loan payments.
2. Second Payment: For an employee who entered County service in one of the listed classes, the employee must work in one or more of those classes during the fourth year of employment from date of hire to be eligible for the second payment. After completion of four (4) years of employment with the County in one or more of those classes, the employee may receive an additional \$3,000 for purposes of reimbursement for law school loan payments.



3. Third Payment: For an employee who entered County service in one of the listed classes, the employee must work in one or more of those classes during the fifth year of employment from date of hire to be eligible for the third payment. After completion of five (5) years of employment with the County in one or more of those classes, the employee may receive an additional \$4,000 for purposes of reimbursement for law school loan payments.
4. For each requested payment: The employee must submit a request for reimbursement on the County's law school loan reimbursement form and attach documentation that establishes to the satisfaction of the department the existence of an outstanding law school student loan to the employee from an educational entity, government entity, or commercial lending institution and the annual payment record for the law school student loan during the preceding twelve months showing payments made by the employee. Employees may not request more than one payment per year, and there must be at least twelve (12) full months between each request for payment.
5. This program is not available to employees who paid off their law school student loans prior to July 1, 2015, to those employees who did not incur law school student loans from an educational entity, government entity, or commercial lending institution, or to participating employees once they have paid off their law school student loans.
6. The law school student loan reimbursement payments will not exceed \$2,000 for the first payment, \$3,000 for the second payment, and \$4,000 for the third payment. No employee may receive more than a total maximum lifetime reimbursement of \$9,000.
7. The law school student loan reimbursement payments are subject to applicable state and federal withholding, if any.
8. The terms and conditions of this law school student loan reimbursement program are subject to procedures approved by the County Auditor-Controller's Office.

### 30.13 Eligible Classes:

This section applies only to the following classifications:

Assistant County Counsel-Exempt (2ED1)  
Assistant District Attorney-Exempt (2KD3)  
Assistant Public Defender-Exempt (25D2)

Chief Asst. County Counsel-Exempt (2ED2)  
 Chief Asst. Deputy District Atty-Exempt (2KD2)  
 Chief Assistant Public Defender-Exempt (25D1)  
 Chief Trial Deputy Public Defender (25DB)  
 Civil Litigation Attorney-Advanced (2ETG)  
 Civil Litigation Attorney-Standard (2ETF)  
 Civil Litigation Attorney-Basic (2ETE)  
 County Counsel (2EA1)  
 Deputy County Counsel-Advanced (2ETK)  
 Deputy County Counsel-Standard (2ETJ)  
 Deputy County Counsel-Basic (2ETH)  
 Deputy County Counsel-Advanced-Exempt (2ET3)  
 Deputy County Counsel-Standard-Exempt (2ET2)  
 Deputy County Counsel-Basic-Exempt (2ET1)  
 District Attorney (2KA1)  
 Public Defender (25A1)  
 Senior Deputy District Attorney-Exempt (2KD1)  
 Senior Financial Counsel-Exempt (2ED3)  
 Supervising Attorney-Child Support Services (29HA)  
 Attorney Basic-Child Support Services (29VA)  
 Attorney Advanced-Child Support Services (29TA)  
 Attorney Entry-Child Support Services (29WA)

**31. Attorney Management Administrative Leave and Additional Longevity Pay:**

31.10 Attorney Management Administrative Leave:

- a. On January 1<sup>st</sup> of each year, the employees in the classes set forth below who are in paid status, excluding fixed-term employees and contract attorneys, will be credited with ninety four (94) hours of Management Administrative Leave. Management Administrative Leave must be used during the calendar year in which it is credited and any unused hours may not be carried forward.
- b. Attorneys appointed between January 1<sup>st</sup> and June 30<sup>th</sup>, inclusive, are eligible for ninety four (94) hours of Management Administrative Leave on the first succeeding January 1<sup>st</sup> and annually thereafter. Attorneys appointed on or after July 1<sup>st</sup> are eligible for seventy one (71) hours of Management Administrative Leave on the first succeeding January 1<sup>st</sup> and are eligible for ninety four (94) hours annually thereafter.
- c. Permanent part time attorneys are eligible for Management Administrative

Leave on a prorated basis, based upon their position hours, beginning on January 1<sup>st</sup> following their appointment and in the same proportion on each January 1<sup>st</sup> thereafter. Permanent-intermittent attorneys are not entitled to Management Administrative Leave. Any attorney on a leave of absence will have his/her Management Administrative Leave hours prorated upon his/her return.

- d. Unrepresented, management, and exempt attorneys on the Overtime Exempt Exclusion List are authorized to receive overtime pay; therefore, their Management Administrative Leave will be reduced by 25% each time the attorney is on the List. The 25% reduction will be deducted from the employee's current leave balance, but if there is no balance, it will be deducted from future awarded Management Administrative Leave.

#### 31.11 Additional Longevity Pay at 20 Years of County Service:

In addition to the Longevity Pay provided in Section 12 of this resolution, employees in the classes set forth below are eligible to receive an additional two percent (2%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the twenty (20) year service award, beginning on November 1, 2012. For those employees who have twenty years of service on or before November 1, 2012, this longevity differential will be paid prospectively only from November 1, 2012.

#### 31.12 Eligible Classes:

This section applies only to the following classifications:

Assistant County Counsel-Exempt (2ED1)  
Assistant District Attorney-Exempt (2KD3)  
Assistant Public Defender-Exempt (25D2)  
Chief Asst. County Counsel-Exempt (2ED2)  
Chief Asst. Deputy District Atty-Exempt (2KD2)  
Chief Assistant Public Defender-Exempt (25D1)  
Chief Trial Deputy Public Defender (25DB)  
Civil Litigation Attorney-Advanced (2ETG)  
Civil Litigation Attorney-Standard (2ETF)  
Civil Litigation Attorney-Basic (2ETE)  
County Counsel (2EA1)  
Deputy County Counsel-Advanced (2ETK)  
Deputy County Counsel-Standard (2ETJ)  
Deputy County Counsel-Basic (2ETH)  
Deputy County Counsel-Advanced-Exempt (2ET3)

Deputy County Counsel-Standard-Exempt (2ET2)  
Deputy County Counsel-Basic-Exempt (2ET1)  
Public Defender (25A1)  
Senior Deputy District Attorney-Exempt (2KD1)  
Senior Financial Counsel-Exempt (2ED3)  
Supervising Attorney-Child Support Services (29HA)  
Attorney Basic-Child Support Services (29VA)  
Attorney Advanced-Child Support Services (29TA)  
Attorney Entry-Child Support Services (29WA)

32. **Assessor Education Differential:** Employees in the management class of Assistant County Assessor-Exempt (DAB1) are entitled to a salary differential of two and one-half percent (2.5%) of base monthly salary for possession of a certification for educational achievement from at least one of the following:

- A. American Institute of Real Estate Appraisers Residential Member designation.
- B. State Board of Equalization Advanced Appraiser Certification.
- C. International Association of Assessing Officers Residential Evaluation Specialist.
- D. Society of Auditor-Appraiser Master Auditor-Appraiser designation.
- E. Society of Real Estate Appraisers Senior Residential Appraiser designation.
- F. Any other certification approved by the County Assessor and the Director of Human Resources.

33. **Certified Elections/Registration Administrator Certification Differential:** Employees in the classification of Clerk-Recorder (ALA1) are entitled to receive a monthly differential in the amount of five percent (5%) of base monthly salary for possession of a valid Certified Elections/Registration Administrator Certificate issued by The Election Center-Professional Education Program. Verification of eligibility is by the County Administrator or designee. Eligibility for receipt of the differential begins on the first day of the month following the month in which the County Administrator verifies eligibility.

34. **District Attorney Inspectors Longevity Differential:** Incumbents of the classes of District Attorney Chief of Inspectors—Exempt (6KD1), District Attorney Director of Forensic and Technical Services (6KDC), District Attorney Lieutenant of Inspectors (6KNB), and Lieutenant of Inspectors—Welfare Fraud (6KWG) are eligible for a differential of five percent (5%) of base monthly salary when the following conditions are satisfied: The employee has (1) four (4) years of experience as a peace officer with Contra Costa County; (2) fifteen (15) years of P.O.S.T. experience; and (3) has reached the age of thirty-five (35).

**35. District Attorney Inspector P.O.S.T.:** Incumbents of the classes of District Attorney Lieutenant of Inspectors (6KNB), District Attorney Director of Forensic and Technical Services (6KDC), District Attorney Lieutenant of Inspectors–Welfare Fraud (6KWG) and District Attorney Chief of Inspectors–Exempt (6KD1) who possess the appropriate certificates beyond the minimum P.O.S.T. qualifications required in their class may qualify for one of the following career incentive allowances:

- A. A career incentive allowance of two and one-half percent (2.5%) of base monthly salary will be paid to DA Lieutenant of Inspectors, DA Director of Forensic and Technical Services, and DA Lieutenant of Inspectors–Welfare Fraud for the possession of an Advanced P.O.S.T. certificate. This allowance will be paid to the DA Chief of Inspectors–Exempt for possession of a Management and/or Executive P.O.S.T. Certificate.
- B. A career incentive allowance of five percent (5%) of base monthly salary will be paid to DA Lieutenant of Inspectors, DA Director of Forensic and Technical Services, and DA Lieutenant of Inspectors–Welfare Fraud for possession of an Advanced P.O.S.T. certificate and an approved Baccalaureate Degree. This allowance will be paid to the DA Chief of Inspectors for possession of a Management and/or Executive P.O.S.T. certificate and possession of an approved Baccalaureate Degree.
- C. A career incentive allowance of seven and one-half percent (7.5%) of base monthly salary will be paid to DA Lieutenant of Inspectors, DA Director of Forensic and Technical Services, and DA Lieutenant of Inspectors–Welfare Fraud for the possession of an Advanced P.O.S.T. certificate and possession of an approved Master’s Degree. This allowance will be paid to the DA Chief of Inspectors–Exempt for possession of an approved Management and/or Executive P.O.S.T. certificate and possession of an approved Master’s Degree. No continuing education is required in order to be entitled to any of the foregoing allowances.

**36. District Attorney Investigator - Safety Employees Retirement Tiers: Contribution Toward Cost of Enhanced Retirement Benefit:**

- 36.10 Safety Tier A: The retirement formula of “3 percent at 50” applies to employees in the classifications set forth below who become members of the Contra Costa County Employees Retirement Association (CCCERA) on or before December 31, 2012 or who, under PEPRA, become reciprocal members of CCCERA, as determined by CCCERA. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed three percent (3%) per year. The final compensation of these employees will be based on a twelve (12) consecutive month salary average. This retirement benefit is known as Safety Tier A.

- a. Until July 1, 2012, each employee in Tier A will pay nine percent (9%) of his or her retirement base to pay part of the employer's contribution for the cost of Safety Tier A retirement benefits.
- b. Effective on July 1, 2012, each employee in Tier A will pay three percent (3%) of his/her retirement base to pay part of the employer's contribution for the cost of Safety Tier A retirement benefits.
- c. Effective on June 30, 2016, these payments will cease.

The payments set forth above will be made on a pre-tax basis in accordance with applicable tax laws. "Retirement base" means base salary and other payments, such as salary differential and flat rate pay allowances, used to compute retirement deductions.

- 36.11 Safety PEPRA Tier: For employees who become safety New Members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California Public Employees' Pension Reform Act of 2013 (PEPRA) (Chapters 296 and 297, Statutes of 2012) and Safety Option Plan Two (2.7% @ 57) applies. For employees hired on or after July 1, 2014, who under PEPRA, become safety New Members of CCCERA, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year and will be banked. To the extent that this resolution conflicts with any provision of PEPRA, PEPRA governs.
- 36.12 Employees with more than 30 years of Service: Commencing on July 1, 2007, eligible employees in the classifications set forth below and designated by the Contra Costa County Employees' Retirement Association as safety members with credit for more than thirty (30) years of continuous service as safety members, will not make payments from their retirement base to pay part of the employer's contribution towards the cost of Safety Tier A.
- 36.13 Eligible Classes:

This section applies only to the following classifications:

District Attorney Chief of Inspectors-Exempt (6KD1)  
 District Attorney Lieutenant of Inspectors (6KNB)  
 Lieutenant of Inspectors-Welfare Fraud (6KWG)  
 District Attorney Director of Forensic and Technical Services (6KDC)

- 37. **Engineer Continuing Education Allowance**: Employees in the classification of Deputy Public Works Director-Exempt (NAD0) are eligible to receive a one year Continuing Education Allowance of two and one-half percent (2.5%) of base monthly salary if they complete at least (60) hours of approved education or training or at least three (3) semester units of approved college credit or approved combination

thereof, subject to the following conditions.

- A. The specific education or training must be submitted in writing by the employee to the Public Works Director or his designee prior to beginning the course work.
- B. The education or training must be reviewed and approved in advance by the Public Works Director or his designee as having a relationship to the technical or managerial responsibilities of the employee's current or potential County job classifications.
- C. Employees who qualify for this allowance do so for a period of only twelve (12) months, commencing on the first day of the month after proof of completion is received and approved by the Public Works Director or his designee. This allowance automatically terminates at the end of the twelve (12) month period.

**38. Engineer Professional Development Reimbursement:** Engineering Managers (Class Code NAD0) will be allowed reimbursement for qualifying professional development expenses and professional engineering license fees required by the employee's classification up to a total of seven hundred dollars (\$700) for each two (2) year period beginning on January 1, 2000. Effective July 1, 2007, the allowable reimbursement amount will be increased by one hundred fifty dollars (\$150) for a total of eight hundred fifty dollars (\$850). Effective on January 1, 2008, Engineering Managers will be allowed reimbursement for qualifying professional development expenses and professional engineering license fees required by the employee's classification up to a total of nine hundred dollars (\$900) for each two (2) year period.

Allowable expenses include the following activities and materials directly related to the profession in which the individual is engaged as a County employee:

- A. Membership dues to professional organizations.
- B. Registration fees for attendance at professional meetings, conferences and seminars.
- C. Books, journals and periodicals.
- D. Tuition and text book reimbursement for accredited college or university classes.
- E. Professional license fees required by the employee's classification.
- F. Application and examination fees for registration as a professional engineer, architect or engineer-in-training.
- G. Certain job-related instruments, job-related computer hardware and software from a standardized County approved list or with Department Head approval,

provided each Engineer complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors and the applicable manuals.

Individual professional development reimbursement requests require the approval of the Department Head. Reimbursement occurs through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).

In order to receive reimbursement, the employee must have been in an eligible classification when the expense was incurred.

- 39. Library Department Holidays:** For all management and unrepresented employees in the County Library Department, the day after Thanksgiving is deleted as a holiday and the day before Christmas is added as a holiday.

**40. Health Services Department On-Call Duty and Call Back Time:**

**40.10 Eligible Classes:**

Permanent full time and permanent part time employees employed in the Health Services Department (A-18) in the following designated classifications are entitled to On Call Duty and Call Back Time.

**Designated Classifications:**

Director of HazMat Program-Ex (VLD2)  
Deptl Comm & Media Rel Coord (ADSH)  
Director of Env Health Svcs-Ex (VLD1)  
Asst Dir of Health Svcs (VCB1)  
MH Medical Director-Ex (VPD1)  
Emergency Medical Svcs Director (VBSC)  
Chief Exec Officer CCCHP (VCB3)  
Residency Director-Exempt (VPD5)  
Chief Operations Officer-Exempt (VWD1)

- 40.11 On Call Duty:** On Call Duty is when an employee is not scheduled to work on County premises but is ready to immediately report to work. The employee must make arrangements so that his/her supervisor can reach him/her within ten (10) minutes' notice or less.

The Department Head approves those employees who will be assigned to On Call Duty.

An employee assigned to On Call Duty is paid one (1) hour of straight time pay for each four (4) hours designated on call. If an employee's On Call Duty hours are not in increments of four (4) hours, the On Call Duty hours will be



prorated. For example, if the employee is assigned to On Call Duty for six (6) hours, the employee would receive one hour and one half (1.5) straight time pay for the six (6) hours designated on call (6/4).

If an employee designated to On Call Duty is called back to work, the On Call Duty hours will not be deducted from the time the employee works.

- 40.12 Call Back Time: Call Back Time is when an employee is called back to work on County premises. An employee called back to work is entitled to receive pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) for the actual Call Back Time hours worked plus one (1) additional hour. An employee called back to work will be paid a minimum of two (hours) for each Call Back Time.

#### **41. (Reserved)**

#### **42. Property Appraisers:**

- 42.10 Eligible Classes: Property Appraisers are those employees in the classifications of Associate Appraiser (DATA), Assistant Appraiser (DAVA), and Junior Appraiser (DAWA).
- 42.11 Longevity Pay: Employees who have completed ten (10) years of service for the County are eligible to receive a two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the ten (10) year service award.
- 42.12 Standards Division Differential: Associate Appraisers assigned to the Standards Division of the Assessor's Office shall receive a monthly differential in the amount of two and one-half percent (2.5%) of monthly base pay for each month assigned. This differential is in recognition of the additional responsibilities and duties required when assigned to the Standards Division. The Associate Appraiser in the Standards Division who is assigned the responsibility of providing lead direction and training to subordinate Appraisers shall receive a monthly differential in the amount of two and one-half percent (2.5%) of monthly base pay in addition to the differential described above.
- 42.13 Probation Period: The classification of Junior Appraiser (DAVA) shall have a probation period of one (1) year.
- 42.14 Educational Incentive: Employees are entitled to a monthly salary differential of two and one-half percent (2.5%) of monthly base pay or a minimum of fifty dollars (\$50), whichever is greater, for possession of a certification for educational achievement from at least one of the following:

- a. American Institute of Real Estate Appraisers - Residential Member (RM) designation;
  - b. State Board of Equalization - Advanced Appraiser certification;
  - c. International Association of Assessing Officers - Residential Evaluation Specialist (RES);
  - d. Society of Auditor Appraisers - Master Auditor-Appraiser (MAA) designation; and
  - e. Society of Real Estate Appraisers - Senior Residential Appraiser (SRA) designation.
- 42.15 4/10 Summer Schedule: The Assessor will consider continuation of the annual 4/10 summer schedule, which begins when the Assessor declares and ends on October 31st of each year.
- 42.16 Life Insurance: Employees are covered at County expense by term life insurance in the amount of forty-five thousand (\$45,000) in addition to the insurance provided in Section 2.24.
- 42.17 Professional Development: Employees are eligible for reimbursement of up to four hundred dollars (\$400) for each two year period for memberships in professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities and purchase of job-related books, electronic calendars and organizers and computer software and hardware from a standardized County approved list or with Department Head approval, provided each employee complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors. Authorization for individual professional development reimbursement requests shall be made by the Department Head.
- 42.18 Deferred Compensation Special Benefit: Permanent employees are eligible for the deferred compensation Special Benefit provided in Section 13.11 and the Loan Program provided in Section 13.14.
- 42.19 Personal Holiday Credit: Employees are eligible to accrue two (2) hours of personal holiday credit each month in addition to those hours provided in Section 1.16(b), for a total of four (4) hours of personal holiday credit monthly.
- 42.20 Holidays Observed on Regular Day Off of Full-Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedule:
- a. When a holiday is observed by the County on the regularly scheduled day off of an employee who is on a 4/10, 9/80, flexible, or alternate work schedule, the employee is entitled to take eight (8) hours of flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or

flexible compensatory time in recognition of his/her regularly scheduled day off.

- b. Flexible compensatory time may not be accumulated in excess of two hundred eighty-eight (288) hours. After 288 hours are accrued by an employee, the employee will receive flexible pay at the rate of 1.0 times his/her base rate of pay. Flexible compensatory time may be taken on those dates and times determined by mutual agreement of the employee and the Department Head or designee.
- c. Flexible compensatory time will be paid off only upon a change in status. A change in status includes separation, transfer to another department, reassignment to a permanent-intermittent position, or transfer assignment, or promotion or demotion into a position that is not eligible for flexible compensatory time.
- d. Employees who elect to receive flexible compensatory time must agree to do so for a full fiscal year (July 1 through June 30). The employee must notify their departmental payroll staff of any change in the election by May 31 of each year.
- e. The above provisions a-d of this Section supersede Section 1.13 "Holidays - Flexible, Alternate, 9/80, and 4/10 Work Schedules."

#### 42.21 State Disability Insurance (SDI):

- a. General Provisions. Contra Costa County participates in the State Disability Insurance (SDI) program, which is administered by the State of California's Employment Development Department (EDD) and is subject to EDD's rules and procedures. Determination of SDI payments and eligibility to receive payments is at the sole discretion of the State of California. SDI payments are sent directly to the employee by the State of California. Employees in the Property Appraiser classifications identified in Section 42.10 who are eligible for SDI are required to file an SDI claim and to have any SDI payments integrated with the use of their sick leave accruals as described below. Changes to the SDI program could affect the County's SDI Integration Program.
- b. Sick Leave Integration. Employees are required to use their sick leave accruals to the maximum extent possible to supplement the difference between the amount of the SDI payment and the employee's regular monthly salary. Integration of sick leave with SDI payments is automatic and cannot be waived. Integration applies to all SDI payments. When receiving SDI, the employee's Departmental payroll staff will make appropriate integration adjustments, including retroactive adjustments, if necessary. Employees

must inform their Department of their application for SDI in a timely manner in order for the Department to make appropriate integration adjustments.

When there are insufficient sick leave accruals available to fully supplement the difference between the SDI payment and the employee's regular monthly salary, accruals other than sick leave may be used at the employee's option with the Department's approval. Sick leave and other accruals may be integrated only to the extent that the total combined SDI and accrual payments do not exceed the employee's regular monthly salary. When sick leave accruals are exhausted and no other accruals are used, integration with SDI payments terminates.

When SDI is exhausted, integration terminates. The employee then may continue to use sick leave without integration and/or other accruals.

Employees whose SDI claims are denied must present a copy of their claim denial to their Department. The Department will then authorize the use of unused sick leave and/or other accruals as appropriate.

c. Method of Integration. For purposes of integration with SDI payments, all full-time employees' schedules will be converted to eight (8) hour/five (5) day weekly work schedules. Employees with a schedule that is less than full-time will have their sick leave integration adjusted accordingly.

#### **43. Probation – Longevity Differential:**

##### **43.10 Longevity Pay at 20 Years of County Service:**

In addition to the Longevity Pay provided in Section 12 of this resolution, employees in the classes set forth below are eligible to receive a one and a half percent (1.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the twenty (20) year service award. For those employees who have twenty years of service on or before July 1, 2016, this additional longevity differential will be paid prospectively only from July 1, 2016.

##### **43.11 Eligible Classes:**

This section applies only to the following classifications:

Assistant County Probation Officer- Exempt (7AB1)  
Chief Deputy Probation Officer (7ADC)  
Institutional Supervisor II (7KGA)  
Probation Manager (7AGB)  
Probation Director (7BFA)

#### **44. Probation - Safety Employees Retirement Tiers:**

44.10 Safety Tier A: The retirement formula of "3 percent at 50" applies to employees in the classifications set forth below who become Safety members of the Contra Costa County Employees Retirement Association (CCCERA) on or before December 31, 2012 or who, under PEPRA, become reciprocal members of CCCERA, as determined by CCCERA. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed three percent (3%) per year. The final compensation of these employees will be based on a twelve (12) consecutive month salary average.

- a. Until July 1, 2012, each employee in Tier A will pay nine percent (9%) of his/her retirement base to pay part of the employer's contribution for the cost of Tier A retirement benefits.
- b. For the period of July 1, 2012 through and including December 31, 2014, each employee in Tier A will pay four and one half percent (4.5%) of his/her retirement base to pay part of the employer's contribution for the cost of Tier A retirement benefits.
- c. For the period of January 1, 2015 through and including June 29, 2015, each employee will pay two and one quarter percent (2.25%) of his/her retirement base to pay part of the employer's contribution for the cost of Tier A retirement benefits.
- d. Effective on June 30, 2015, each employee's payment of two and one quarter percent (2.25%) of his/her retirement base to pay part of the employer's contribution for the cost of Tier A retirement benefits will cease.

The payments set forth above will be made on a pre-tax basis in accordance with applicable tax laws. "Retirement base" means base salary and other payments, such as salary differential and flat rate pay allowances, used to compute retirement deductions.

44.11 Safety PEPRA Tier: For employees who become Safety New Members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California Public Employees' Pension Reform Act of 2013 (PEPRA) (Chapters 296 and 297, Statutes of 2012) and Safety Option Plan Two (2.7% @ 57) applies. For employees who become Safety New Members of CCCERA on and after January 1, 2016, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year and will be banked. To the extent that this resolution conflicts with any provision of PEPRA, PEPRA governs.

#### **44.12 Eligible Classes:**

This section applies only to the following classifications:

Assistant County Probation Officer-Exempt (7AB1)  
County Probation Officer-Exempt (7AA1)  
Chief Deputy Probation Officer (7ADC)  
Institutional Supervisor II (7KGA)  
Probation Manager (7AGB)  
Probation Director (7BFA)

- 45. Real Property Agent Advanced Certificate Differential:** Employees in the classifications of Assessor (DAA1), Assistant County Assessor-Exempt (DAB1), and Real Estate Manager-Exempt (DYD1) are entitled to receive a monthly differential in the amount of five percent (5%) of base monthly salary for possessing and maintaining either a valid Senior Member Certificate issued by the International Executive Committee of the International Right of Way Association (IRWA) or a certification issued by the Building Owners and Managers Institute (BOMI) with a designation as either a Real Property Administrator (RPA) or Facilities Management Administrator (FMA). Verification of eligibility will be by the Department Head or his/her designee. Eligibility for receipt of the differential begins on the first day of the month following the month in which eligibility is verified by the Department Head.

All employees who qualify for the Senior Member certificate must recertify every five (5) years with the International Right of Way Association in order to retain the Senior Member designation and continue to receive the differential. In order to recertify, a Senior Member must accumulate seventy-five (75) hours of approved education which may include successfully completing courses, attending educational seminars or teaching approved courses.

All employees who qualify for the RPA or FMA designation must recertify every three (3) years with BOMI in order to retain the RPA or FMA designation and continue to receive this differential. In order to retain certification, an employee must achieve eighteen (18) points of continuing professional development, which may include successfully completing courses, attending educational seminars, or teaching approved courses related to the industry.

**46. Sheriff Sworn Management P.O.S.T.:**

- A. Incumbents of the classes of Sheriff-Coroner (6XA1), Undersheriff-Exempt (6XB4), Assistant Sheriff- Exempt (6XB2) and Commander-Exempt (6XD1) who possess the appropriate certificates beyond the minimum P.O.S.T. qualifications required in their class may qualify for one, and only one, of the following career incentive allowances:

1. A career incentive allowance of two and one-half percent (2.5%) of monthly base pay will be awarded for the possession of a Management and/or Executive P.O.S.T. Certificate and possession of an approved Baccalaureate Degree.

2. A career allowance of five percent (5%) of monthly base pay will be awarded for the possession of a Management and/or Executive P.O.S.T. Certificate and possession of an approved Master's Degree.
- B. Incumbents in the class of Chief of Police-Contract Agency-Exempt who possess the appropriate certificates beyond the minimum P.O.S.T. qualifications required in their class may qualify for one, and only one, of the following career incentive allowances:
1. A career incentive allowance of two and one-half percent (2.5%) of monthly base pay will be awarded for the possession of an Advanced P.O.S.T. Certificate.
  2. A career incentive allowance of five percent (5%) will be awarded for the possession of an Advanced P.O.S.T. Certificate and possession of an approved Baccalaureate or Master's Degree.
- 47. Sheriff Continuing Education Allowance:** Sheriff's Department employees in the classifications of Sheriff's Fiscal Officer (APSA) and Sheriff's Chief of Management Services (APDC) are eligible to receive a Continuing Education Allowance of two and one-half percent (2.5%) of base monthly salary for any fiscal year in which they complete at least sixty (60) hours of education or training or at least three(3) semester units of college credit or a combination thereof, approved by the department, subject to all of the following conditions:
- A. An application must be submitted in advance, to the Sheriff's Department prior to the fiscal year in which the education or training will occur.
  - B. The education or training must be directly related to the technical or Management duties of the employee's job.
  - C. The course must be reviewed and approved in advance by the Sheriff's Department Standards and Resources Bureau.
  - D. The employee must show evidence of completion with a passing grade.
- 48. Sheriff Emergency Services Standby Differential:** Employees in the classification of Emergency Planning Specialist-Exempt (9GS1) who perform standby duty for the Office of Emergency Services at least one (1) week per month, are entitled to receive a differential in the amount of two and one-half percent (2.5%) of base monthly salary.
- 49. Sheriff Law Enforcement Longevity Differential:**
- 49.10. 15 Years of Sworn County Service: Incumbents in the classifications of Undersheriff-Exempt (6XB4), Assistant Sheriff- Exempt (6XB2), Commander-Exempt (6XD1), and Chief of Police-Contract Agency-Exempt (6XF1) are eligible for a differential of five percent (5%) of base monthly salary upon

completion of fifteen (15) years of County service as a full-time, permanent, sworn law enforcement officer.

49.11. 20 Years of Sworn County Service: Incumbents in the classifications of Undersheriff-Exempt (6XB4), Assistant Sheriff- Exempt (6XB2), Commander-Exempt (6XD1), and Chief of Police-Contract Agency-Exempt (6XF1) are eligible for a differential of two percent (2%) of base monthly salary upon completion of twenty (20) years of County service as a full-time, permanent, sworn law enforcement officer. For employees who completed twenty (20) years of such service on or before September 1, 2013, this longevity differential will be paid prospectively only from September 1, 2013.

50. **Sheriff Uniform Allowance**: The Sheriff-Coroner (6XA1), Undersheriff-Exempt (6XB4), Assistant Sheriff- Exempt (6XB2), Commander-Exempt (6XD1), Chief of Police-Contract Agency-Exempt (6XF1) and non-sworn management employees in the Sheriff-Coroner's Department will be paid a uniform allowance in the amount of eight hundred seventy-two dollars (\$872) per year effective July 1, 2007, payable one-twelfth (1/12) of the yearly total in monthly pay warrants. The non-sworn management employees eligible for this uniform allowance are: Sheriff's Fiscal Officer (APSA) and Sheriff's Chief of Management Services (APDC/APD2).

51. **Sheriff - Detention Division Meals**: Employees assigned to the Detention Division will have fifteen dollars (\$15.00) per month deducted from their pay checks in exchange for meals provided by the Department. The employee may choose not to eat facility food. In that case, no fees will be deducted.

52. **Sheriff - Safety Employees Retirement Tiers**:

52.10. Safety Tier A: The retirement formula of "3 percent at 50" applies to employees in the classifications set forth below, who are employed by the County as of December 31, 2006. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed three percent (3%) per year. The final compensation of these employees will be based on a twelve (12) consecutive month salary average. Safety Tier A is closed to all employees initially hired by Contra Costa County after December 31, 2006.

52.11 Safety Tier C: The retirement formula of "3 percent at 50" applies to employees in the classifications set forth below, who are hired by the County after December 31, 2006 and on or before December 31, 2012, or who, under PEPRA, become reciprocal members of CCCERA, as determined by CCCERA. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed two percent (2%) per year. The final compensation of these employees will be based on a thirty-six (36) consecutive month salary average.

52.12 Safety PEPRA Tier: For employees who become Safety New Members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California



Public Employees' Pension Reform Act of 2013 (PEPRA) (Chapters 296 and 297, Statutes of 2012) and Safety Option Plan Two (2.7% @ 57) applies. The cost of living adjustment to the retirement allowances of these employees will not exceed two percent (2%) per year and will be banked. To the extent that this resolution conflicts with any provision of PEPRA, PEPRA governs.

- 52.13 Employees with more than 30 years of Service: Commencing January 1, 2007, employees in the classifications set forth below and designated by the Contra Costa County Employees' Retirement Association as safety members with credit for more than thirty (30) years of continuous service as safety members, will not make payments from their retirement base to pay part of the employer's contribution towards the cost of Safety Tier A.
- 52.14 Retirement Tier Elections: If members of the Deputy Sheriffs' Association have the opportunity to elect different retirement tiers, employees in the classifications set forth below and employed by the County as of December 31, 2012, will be offered the same opportunity to elect the new Safety PEPRA Tier at the same time and on the same terms and conditions as are applicable to members of the Deputy Sheriffs' Association.
- 52.15 Eligible Classes.

This section applies only to the following classifications:

Sheriff-Coroner (6XA1)  
Undersheriff-Exempt (6XB4)  
Assistant Sheriff-Exempt (6XB2)  
Commander-Exempt (6XD1)  
Chief of Police-Contract Agency-Exempt (6XF1)

**53. Safety Employees Retirement Tiers (Miscellaneous Safety Classifications) Benefit**

- 53.10 Safety Tier A: The retirement formula of "3 percent at 50" applies to employees in the classifications set forth below who become Safety members of the Contra Costa County Employees Retirement Association (CCCERA) on or before December 31, 2012, or who under PEPRA, become reciprocal members of CCCERA as determined by CCCERA. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed three percent (3%) per year. The final compensation of these employees will be based on a twelve (12) consecutive month salary average.
- a. Until September 1, 2013, each employee in Tier A will pay nine percent (9%) of his/her retirement base to pay part of the employer's contribution for the cost of Tier A retirement benefits.
  - b. For the period September 1, 2013, through and including December 31, 2014, each employee in Tier A will pay four and one half (4.5%) of his/her

retirement base to pay part of the employer's contribution for the cost of Tier A retirement benefits.

- c. For the period January 1, 2015, through and including June 30, 2015, each employee in Tier A will pay two and a quarter percent (2.25%) of his/her retirement base to pay part of the employer's contribution for the cost of the Tier A retirement benefit.
- d. Effective June 30, 2015, these payments will cease

The payments set forth above will be made on a pre-tax basis in accordance with applicable tax laws. "Retirement base" means base salary and other payments, such as salary differential and flat rate pay allowances used to compute retirement deductions.

53.11 Safety PEPRA Tier: For employees who become safety New Members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California Public Employees' Pension Reform Act of 2013 (PEPRA) (Chapters 296 and 297, Statutes of 2012) and Safety Option Plan Two (2.7% @ 57) applies. For employees hired by the County on or after January 1, 2014, who under PEPRA, become safety New Members of CCCERA, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year and will be banked. To the extent that this resolution conflicts with any provision of PEPRA, PEPRA governs.

53.12 Eligible Classes.

This section applies only to the following classifications:

Assistant Chief Public Service Officer (64BA)  
Director of Hazardous Materials Program-Exempt (VLD2)

54. **Treasurer-Tax Collector Professional Development Differential**: Treasurer-Tax Collector employees in one of the classifications listed below are eligible to receive a monthly differential equivalent to five percent (5%) of base salary for possession of at least one (1) of the following specified professional certifications and for completion of required continuing education requirements associated with the individual certifications. Verification of eligibility for any such differential must be provided to the Auditor in writing by the Treasurer-Tax Collector or his/her designee. Under this program, no employee may receive more than a single five percent (5%) differential at one time, regardless of the number of certificates held by that employee.

This section applies only to the following classifications:

Treasurer-Tax Collector (S5A1)  
Treasurer's Investment Officer-Exempt (S5S3)  
Assistant County Treasurer-Exempt (S5B4)

Assistant County Tax Collector (S5DF)  
Chief Deputy Treasurer Tax Collector-Exempt (S5B2)

Qualifying Certificates:

Certified Cash Manager (C.C.M.)  
Certified Financial Planner (C.F.P.)  
Certified Government Planner (C.G.F.P.)  
Certified Treasury Manager (C.T.M.)  
Chartered Financial Analyst (C.F.A.)

- 55. Executive Assistant to the County Administrator Differential:** At the discretion of the County Administrator, an employee in the classification of Executive Assistant II to the County Administrator- Exempt (J3H2) is eligible to receive a monthly differential equivalent to five percent (5%) of base salary while the employee is performing work on special project assignments. Verification of eligibility for any such differential must be provided to the Auditor in writing by the County Administrator or his/her designee.
- 56. Countywide Accounting Differential:** Employees in the classifications of Chief Auditor (SFDB), Chief Accountant (SAGC), and Assistant County Auditor Controller (SAB1) working in the Office of the Auditor-Controller are eligible to receive a monthly differential equivalent to five percent (5%) of base salary in recognition of the increased responsibility involved in ensuring the system-wide fiscal integrity of the County and its dependent special districts.

**V. TEMPORARY AND PER DIEM EMPLOYEES EXCLUDED.**

Parts I through IV above do not apply to temporary and per diem employees. Benefits for temporary and per diem employees are only those provided in Appendix I "Benefits for Temporary and Per Diem Employees," attached.

[EXHIBITS AND APPENDIX ATTACHED]

Exhibit A

Job Code	Classification
AJGA	Ada Manager
AP7A	Administrative Aide-Deep Class
AP73	Administrative Aide-Project
APDB	Administrative Svcs Officer
XQD2	Aging/Adult Svcs Director-Ex
BKS1	Animal Clinic Veterinarian-Ex
BJD2	Animal Services Captain-Ex
JJNG	Assessor's Clerical Staff Mngr
VCS1	Assist To Hlth Svc Dir - Ex
9MD3	Assistant Director-Project
DATA	Assoc Appraiser
BAB1	Asst Agr Com/Wts/Meas-Exempt
DAVA	Asst Appraiser
LTB1	Asst Chief Info Officer - Ex
64BA	Asst Chief Public Svc Officer
7AB1	Asst Co Prob Off - Exempt
ADB4	Asst County Administrator
DAB1	Asst County Assessor-Exe
SAB1	Asst County Auditor Controlle
ALB3	Asst County Clerk-Recorder -Ex
2ED1	Asst County Counsel-Exempt
3AB1	Asst County Librarian-Exempt
ALB1	Asst County Registrar-Exempt
S5DF	Asst County Tax Collector
S5B4	Asst County Treasurer-Exempt
5AH5	Asst Dep Dir, Conserv & Dev-Ex
VCB1	Asst Dir Of Health Svcs
AGB1	Asst Dir Of Human Resources-Ex
XAD7	Asst Dir-Policy & Planning-Ex
2KD3	Asst District Attorney-Exempt
LBD4	Asst HS IT Dir-App Dev-Ex
LBD2	Asst HS IT Dir-Customer Supp-E
LBD7	Asst HS IT Dir-Info Security-E
LBD3	Asst HS IT Dir-Infrastruct-Ex
LBD1	Asst HS IT Dir-Project Mgmt-Ex
25D2	Asst Public Defender-Exempt
AJDP	Asst Risk Manager
6XB2	Asst Sheriff-Exempt
ADBA	Asst To The County Admin
29TA	Attorney Advance-Chld Sppt Svc
29VA	Attorney Basic-Child Sppt Svcs
29WA	Attorney Entry-Child Sppt Svcs
J995	Bd Of Supvr Asst-Chief Asst
J992	Bd Of Supvr Asst-Gen Office
J993	Bd Of Supvr Asst-Gen Secretary
J994	Bd Of Supvr Asst-Specialist

Exhibit A

Job Code	Classification
ADT2	Capital Facilities Analyst-Prj
VPD4	CCHP Medical Director-Exempt
VCB2	CCRMC Chief Exec Ofc - Exempt
5ABD	Chf, Anex And Econ Stm Prog
SAGC	Chief Accountant
JJDA	Chief Assistant Clerk-BOS
2ED2	Chief Asst County Counsel
SMBA	Chief Asst Director/Dcss
2KD2	Chief Asst District Attorney-E
25D1	Chief Asst Public Defender
SFDB	Chief Auditor
7ADC	Chief Dep Probation Officer
AXD1	Chief Dep Public Admin-Exempt
S5B2	Chief Dep Treasure/Tax Coll-Ex
XAB1	Chief Deputy Director-Exempt
NAB1	Chief Deputy Pw Director-Ex
VCB3	Chief Executive Officer-CCHP-E
6EH1	Chief Investigator Pd-Exempt
S5BC	Chief Investment Officer
VPS4	Chief Medical Officer - Exempt
VWD2	Chief Nursing Officer-Exempt
AGD3	Chief Of Labor Relations - Ex
VWD1	Chief Operations Officer-Exemp
6XF1	Chief Police-Contract Agency-Ex
ADS2	Chief Public Commun Officer-Ex
VAB2	Chief Quality Officer-Exempt
25DB	Chief Trial Deputy Public Def
9JS2	Child Nutrt Div Nutri-Project
9JS3	Child Nutrt Food Oper Supv-Prj
9CDA	Child Spprt Svcs Manager
XAD5	Children And Family Svcs Dir-E
9MH1	Children Svcs Mgr-Project
2ETG	Civil Litig Atty-Advanced
2ETE	Civil Litig Atty-Basic Lvl
2ETF	Civil Litig Atty-Standard
6XD1	Commander-Exempt
CCD1	Community Svcs Director-Exempt
CCHA	Community Svcs Personnel Admin
9J71	Community Svcs Personnel Tech
9MS7	Comprehensive Svcs Asst Mgr-Pr
9MS3	Comprehensive Svcs Man -Prj
NAF1	County Surveyor-Exempt
CJH3	Cs Mental Hlth Clin Supv-Proj
APDD	DA Chief Of Administrative Svc
6KD1	DA Chief Of Inspectors-Exempt
6KDC	DA Dir Of Forensic & Tech Svcs

Exhibit A

Job Code	Classification
6KNB	DA Lieutenant Of Inspectors
JJGE	DA Manager Of Law Offices
JJHG	DA Office Manager
J3T7	DA Program Assistant-Exempt
4AD1	Dep Dir Of Conserv & Dev-Ex
APSA	Departmental Fiscal Officer
ADSH	Deptl Comm & Media Rel Coord
JJHD	Deputy Clerk-Board Of Supv
ALB2	Deputy Co Clerk-Recorder-Ex
2ETK	Deputy Co Counsel-Advanced
2ET3	Deputy Co Counsel-Advanced-Ex
2ETH	Deputy Co Counsel-Basic
2ET1	Deputy Co Counsel-Basic-Exempt
2ETJ	Deputy Co Counsel-Standard
2ET2	Deputy Co Counsel-Standard-Ex
3AFE	Deputy Co Librarian-Pub Svcs
3AFG	Deputy Co Librarian-Supt Svcs
5AB2	Deputy Dir Com Dev/Curr-Ex
5AH2	Deputy Dir Com Dev/Trans-Ex
LTD1	Deputy Dir/Info Technology-Exe
BJD1	Deputy Director Animal Svc-Ex
ADD7	Deputy Director Of Orj-Project
XAD8	Deputy Dir-Workforce Svc-Ex
2KWF	Deputy District Attorney-Ft-Fl
VCD2	Deputy Executive Dir/CCHP-Ex
NAD8	Deputy General Svcs Director/E
NAD0	Deputy Public Works Director-E
VRG1	Dir Mktg/Mem Svcs & Pr-CCHP-Ex
VQD4	Dir Of Mental Health Svcs-Ex
VAD1	Dir Of Patient Fin Svcs-Exempt
ADD5	Dir Office Child Svcs - Ex
9BD1	Director Of Airports
VLD1	Director Of Env Health Svcs-Ex
VLD2	Director Of Haz Mat Program-Ex
5AB1	Director Of Redevel-Exempt
SMD1	Director Of Revenue Collection
ADSB	Director Office Of Comm/Media
5AH6	Economic Dev Manager - Exempt
XAD9	EHS Chief Financial Off - Ex
XAD2	EHS Deputy Bureau Director-Ex
XAD6	EHS Director Of Admin-Exempt
X762	EHS Workforce Dev Youth Wkr-Pj
XAGB	EHSD Personnel Officer
VBSC	Emergency Medical Svs Director
9GS1	Emergency Planning Spec-Exempt
AGVG	Employee Benefits Analyst

Exhibit A

Job Code	Classification
AGD2	Employee Benefits Manager
AGSC	Employee Benefits Specialist
AJHA	Employee Benefits Supervisor
AJDB	Equal Employment Oppt Officer
J3V2	Exec Asst I To Co Adminis-Ex
J3H2	Exec Asst II To Co Adminis-Ex
J3T6	Exec Secretary/ Merit Board
J3T5	Exec Secretary-Exempt
J3TJ	Executive Secretary-Dcss
VPS2	Exempt Med Stf Podiatrist
LBSE	Financial Systems Manager
APDE	Fire District Chief/Admin Svcs
6CW1	Forensic Analyst-Project
VASH	Health Equity Program Manager
VRGC	Health Plan Dir Comp & Gov Rel
VCS3	Health Plan Services Asst-Ex
LBB3	Health Svcs IT Director-Ex
VCN2	Health Svcs Persnl Officer-Ex
VQHA	Hlth/Human Svc Res & Eval Mgr
AGD4	HR Manager - Exempt
AGSE	HR Systems Analyst
AGTG	HR Systems Specialist
AGDG	HRIS Administrator
AGVF	Human Resources Consultant
AGDF	Human Resources Project Mngr
AG7B	Human Resources Technician
7KGA	Inst Supervisor II
DAWA	Junior Appraiser
ADSI	Labor Relations Analyst I
ADSJ	Labor Relations Analyst II
AD7C	Labor Relations Assistant
ADD6	Labor Relations Manager-Exempt
5ASF	Land Information Bus Ops Mngr
AJHC	Leave And ACA Admin
6KWG	Lieutenant Of Insp-Welf Fraud
ADVB	Management Analyst
ADD4	Manager Cap Fac/Debt Mgmt-Ex
VCA2	Medical Director
SAHM	Payroll Systems Administrator
ARVA	Personnel Services Asst II
ARTA	Personnel Services Asst III
AGDE	Personnel Services Supervisor
AP7B	Personnel Technician
ADNC	Principal L/R Analyst
ADHB	Principal Management Analyst
APDJ	Probation Chief Of Admin Svcs

Exhibit A

Job Code	Classification
7BFA	Probation Director
7AGB	Probation Manager
STD1	Procurement Svcs Manager-Ex
ADS1	Public Information Officer
APDF	Pw Chief Of Fiscal Services
5AH4	Redevelopment Proj Manager-Prj
VPD5	Residency Director-Exempt
AJD1	Risk Manager
AJH1	Risk Mgmt Training Coord-Prj
AVS4	Sbdc Business Consultant-Prj
AVD3	Sbdc Director-Project
CCG1	School Readiness Prog Coor-Prj
J3S2	Secretary To Undersheriff
NSGA	Senior Land Surveyor
ADTD	Senior Management Analyst
APD2	Sheriff's Chf Of Mgnt Svcs -Ex
J3T0	Sheriff's Executive Asst-Ex
ADB5	Special Asst To The Co Admn-Ex
ADDH	Sr Deputy County Administrator
2KD1	Sr Deputy District Attorney-Ex
2ED3	Sr Financial Counselor-Exempt
AGTF	Sr Human Resources Consultant
29HA	Supervising Attorney-Dcss
S5S3	Treasurer's Invest Officer-Ex
6XB4	Undersheriff-Exempt
EBW1	Voter Edu & Engmt Asst - Prj
EBV1	Voter Edu & Engmt Spec-Prj
9KN3	Weatherization/Hm Repair Supv
XAD4	Workforce Inv Bd Exc Dir-Ex
XAD3	Workforce Svcs Director-Exempt



Exhibit B

Job Code	Classification
DATA	Assoc Appraiser
DAVA	Asst Appraiser
9JS2	Child Nutrt Div Nutri-Project
2KWF	Deputy District Attorney-Ft-Fl
X762	EHS Workforce Dev Youth Wkr-Pj
VPS2	Exempt Med Stf Podiatrist
6CW1	Forensic Analyst-Project
DAWA	Junior Appraiser
EBW1	Voter Edu & Engmt Asst - Prj

Exhibit C

Job Code	Classification
BAA1	Agricultural Com-Dir Wts/Meas
DAA1	Assessor
SAA1	Auditor-Controller
ADA1	Bd Of Supvr Member
ADB1	Chief Asst County Admin
LTA1	Chief Info Off/Dir Of Info Tec
ALA1	Clerk Recorder
ADA2	County Administrator
2EA1	County Counsel
ADB6	County Finance Director-Ex
3AAA	County Librarian
7AA1	County Probation Officer-Ex
96A1	County Veterans' Svcs Officer
4AA1	Dir Of Conservation & Devlp-Ex
BJA1	Director Of Animal Serv-Exempt
SMA1	Director Of Child Support Svcs
NAA2	Director Of General Services-E
VCA1	Director Of Health Services
AGA2	Director Of Human Resources-Ex
XAA2	Director-EHSD-Exempt
2KA1	District Attorney
RPA1	Fire Chief-Contra Costa
25A1	Public Defender
NAA1	Pw Director
6XA1	Sheriff-Coroner
S5A1	Treasurer-Tax Collector

## Exhibit D

<b>Department Head</b>	<b>Job Code</b>	<b>Chief Assistant Department Head</b>	<b>Job Code</b>
Agricultural Commissioner/ Director of Weights and Measures	BAA1	Assistant Deputy Agricultural Commissioner/Sealer of Weights and Measures-Exempt	BAB1
Assessor	DAA1	Assistant County Assessor	DAB1
Director of Human Resources	AGA2	Assistant Director of Human Resources	AGB1
Auditor-Controller	SAA1	Assistant County Auditor-Controller	SAB1
Board of Supervisors Member	ADA1	No Chief Assistant	
Chief Information Officer/ Director of Information Technology	LTA1	No Chief Assistant	
Clerk Recorder	ALA1	Assistant County Registrar	ALB1
		Assistant County Clerk-Recorder	ALB3
		Deputy County Clerk-Recorder-Exempt	ALB2
County Administrator	ADA2	Chief Assistant County Administrator	ADB1
		County Finance Director	ADB6
County Counsel	2EA1	Excluded Classification	
County Librarian	3AAA	Deputy County Librarian - Public Services	3AFE
		Deputy County Librarian - Support Services	3AFG
County Probation Officer	7AA1	Asst County Probation Officer	7AB1
County Veterans' Services Officer	96A1	No Chief Assistant	
Director-EHSD-Exempt	XAA2	Aging/Adult Svcs Director	XQD2
		Children and Family Svcs Director	XAD5
		Community Svcs Director	CCD1
		EHS Director of Admin	XAD6
		Workforce Inv Bd Exec Director	XAD4
Director of Animal Services	BJA1	Deputy Director of Animal Services	BJD1
Director of Child Support Services	SMA1	Chief Assistant Director of Child Support Services	SMBA
Director of Conservation and Development	4AA1	Deputy Director of Community Development/Transportation-Exempt	5AH2
		Deputy Director of Conservation and Development	4AD1
Director of Health Services	VCA1	No Chief Assistant	
District Attorney	2KA1	Excluded Classification	
Public Defender	25A1	Excluded Classification	
Public Works Director	NAA1	Chief Deputy Public Works Director	NAB1
Sheriff-Coroner	6XA1	Undersheriff	6XB4
Treasurer-Tax Collector	S5A1	Chief Deputy Treasurer-Tax Collector	S5B2

Exhibit E

Job Code	Classification
6XB2	Asst Sheriff-Exempt
6XF1	Chief Police-Contract Agency-Ex
6XD1	Commander-Exempt
6XA1	Sheriff-Coroner
6XB4	Undersheriff-Exempt

## APPENDIX I

### **BENEFITS FOR UNREPRESENTED TEMPORARY AND PER DIEM EMPLOYEES**

#### **1. Definitions**

- 1.10 Temporary Employment:** Any employment which will require the services of an incumbent for a limited period of time, paid on an hourly basis, not in an allocated position or in permanent status.
- 1.11 Per Diem Employment:** Per diem employment is any employment that requires the services of a person on a daily basis, and that person is paid on an hourly basis and his/her classification has "per diem" in its title.
- 1.12 Covered Units:** This Appendix I applies to anyone who is a temporary or per diem employee in one of the units listed on Exhibit G.

#### **2. Days and Hours of Work**

- 2.10 Schedule:** Temporary and per diem employees are eligible to work a maximum of twenty five (25) hours per week with the exception of the following:
1. Employees assigned to the Attorney classifications listed in Exhibit F.
  2. Employees assigned to a classification listed in Exhibit G in unit BD- Management, Classified and Exempt Department Heads.
  3. Employees assigned to the classifications of: Deputy Sheriff-Per Diem (6XWC); District Attorney Senior Inspector (6KVA); District Attorney Senior Inspector Welfare Fraud (6KVD); and District Attorney Inspector-Welfare Fraud (6KWF).
  4. Employees in the Health Services Department assigned to the classifications of: Nursing Shift Coordinator-Per Diem (VWHD); temporary Exempt Medical Staff Physician (VPW9); Administrative Intern (AP9A), but only if working in the Mental Health Program.
  5. Employees in the Public Defender's Office assigned to the classification of Student Intern (998E), but only while such employees are working on death penalty cases.
  6. Student Interns (998 A-E) may work up to twenty (20) hours per week, except for summer break. During summer break, Student Interns may work up to forty (40) hours per week for up to twelve (12) weeks. For purposes of this section 2.10, "summer break" means May through September.

## APPENDIX I

### 7. Retiree temporary employees.

- 2.11 Workweek:** The workweek begins at 12:01 a.m. on Monday and ends at 12 midnight on Sunday.
- 2.12 Time Reporting/Time Stamping:** Temporary and per diem employees must timestamp in and out as they begin their work shifts, finish their work shifts, and take meal periods.

### **3. Salary Administration-Payment**

- 3.10 Hourly Rate:** The hourly rate paid to temporary and per diem employees will be the “1.00 hourly rate” calculated on the salary schedule by dividing the unrounded monthly salary at any step by 173.33.
- 3.11 New Employee Step:** Except as otherwise permitted in deep class resolutions, temporary and per diem employees will generally be appointed at the minimum step of the salary range established for the particular class to which the appointment is made. However, the Human Resources Director may authorize an appointing authority to make a particular temporary appointment at a step above the minimum of the range.
- 3.12 Payment:** Temporary and per diem employees are paid on the 10<sup>th</sup> of each month for the previous month (16<sup>th</sup> to end of the month) and on the 25<sup>th</sup> of each month for the 1<sup>st</sup> to the 15<sup>th</sup> of the current month. Temporary and per diem employees require “Positive” reporting of all hours to be paid.
- 3.13 Pay Warrant Errors:** If an employee receives a pay warrant which has an error in the amount of compensation to be received and if this error occurred as a result of a mistake by the Auditor-Controller’s Office, it is the policy of the Auditor-Controller’s Office that the error will be corrected and a new warrant issued within forty-eight (48) hours, exclusive of Saturdays, Sundays and Holidays from the time the department is made aware of and verifies that the pay warrant is in error.

Pay errors discovered by the County in employee pay will be corrected prospectively as soon as possible as to current pay rate.

No recovery of either overpayments or underpayments to an employee will be made retroactively except for the six (6) month period immediately preceding discovery of the pay error. This provision will apply regardless of whether the error was made by the employee, the Appointing Authority or designee, the Director of Human Resources or designee, or the Auditor-Controller or designee. Recovery of fraudulently accrued over or underpayments are excluded from this section for both parties.

## APPENDIX I

The County will notify an employee of an overpayment and repayment schedule.

When the County notifies an employee of an overpayment and a proposed repayment schedule, the employee may accept the proposed repayment schedule or may request a meeting through the County Human Resources Department. If requested, a meeting shall be held to determine a repayment schedule which shall be no longer than three (3) times the length of time the overpayment occurred.

- 3.14 Overtime Pay:** Temporary and per diem employees will be paid overtime pay in accordance with the Fair Labor Standards Act method for computing overtime for any authorized work performed in excess of forty (40) hours per week. Work performed does not include non-worked hours.

#### **4. Salary Increments within Range**

- 4.10 Increment Eligibility and Salary Review:** All temporary and per diem employees will accumulate a record of straight time hours worked for the purpose of a salary review to determine whether the employee will be advanced to the next higher salary step in the salary range for the classification. Advancement to a higher step will be granted only on the affirmative recommendation of the appointing authority, based on satisfactory performance by the employee. The appointing authority may recommend either granting or denying the salary increment for the increment.

Temporary and per diem employees hired at Step 1 of the salary range for their classification will be eligible for a salary review as described above after completion of 1040 straight time hours worked. Employees will be eligible for additional salary review after accumulation of an additional 2080 straight time hours.

No provision of this section will be construed to make the granting of salary increments mandatory on the County.

- 4.11 Frequency of Increments:** Increments within range will not be granted more frequently than once per every 2080 straight time hours worked by a temporary or a per diem employee.
- 4.12 Effective Date:** Step increases resulting from an approved salary review will be effective the first of the month following completion of 2080 straight time hours worked and return of the salary review report to the Human Resources Department.

## APPENDIX I

### **5. Special Pays and Benefits**

Temporary and per diem employees, other than physicians, may be eligible for certain special types of pays and benefits, in addition to wages, under specifically defined circumstances. Those special pays and benefits that are applicable to certain temporary and per diem employees are specified under this Section 5 “Special Pay and Benefits.” If a special pay or benefit is not listed in this Appendix then that special pay or benefit does not apply to temporary or per diem employees.

**5.10 Overtime Pay Nursing Shift Coordinator- Per Diem (VWHD):** Per Diem employees in the classification of Nursing Shift Coordinator- Per Diem (VWHD) who work on a holiday are entitled to receive overtime pay at the rate of one and one-half (1.5) times his/her hourly rate for all hours worked on the holiday, up to a maximum of eight (8) hours.

**5.11 Shift Differential:** Temporary employees in the classification of Student Worker (999E) and per diem employees in the classification of Nursing Shift Coordinator- Per Diem (VWHD) will receive a shift differential of five percent (5%) of base rate of pay when the employee is scheduled to work for four (4) or more hours between 5:00p.m. and 9:00a.m.

In order to receive the shift differential, the employee must start work between the hours of midnight and 5:00a.m. or between 11:00a.m. and midnight on the day the shift is scheduled to begin. Hours worked in excess of the employee's scheduled workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.

**5.12 Evening Shift Differential:** Temporary employees in the classification of Family Nurse Practitioner (VWSB) and a per diem employees in the classification of Nursing Shift Coordinator- Per Diem (VWHD) will receive a shift differential of twelve (12%) of the employee's base hourly rate of pay for the employee's entire shift designation when the employee works four (4) or more hours between 5:00 p.m. and 11:00 p.m. In order to receive the shift differential the employee must start work between 11:00 a.m. and 12:00 midnight on the day the shift is scheduled to begin. Hours worked in excess of the employee's shift designation will count towards qualifying for the shift differential but the employee will not be paid the shift differential on any hours worked in excess of the employee's shift designation.



## APPENDIX I

**5.13 Night Shift Differential:** Temporary employees in the classification of Family Nurse Practitioner (VWSB) and a per diem employee in the classification of Nursing Shift Coordinator- Per Diem (VWHD) will receive a shift differential of fifteen percent (15%) of the employee's base hourly rate of pay for the employee's entire shift designation when the employee works four (4) or more hours between 11:00 p.m. and 9:00 a.m. In order to receive the shift differential the employee must start work between the hours of 7:00 p.m. and 12:00 midnight or 12:00 midnight and 8:00 a.m. on the day the shift is scheduled to begin. Hours worked in excess of the employee's shift designation will count towards qualifying for the shift differential but the employee will not be paid the shift differential on any hours worked in excess of the employee's shift designation.

**5.14 Weekend Shift Differentials:** Temporary employees in the classifications Library Student Assistant-Exempt (3KW2) and Library Aide-Exempt (3KW4) may receive a shift differential of five percent (5%) of the employee's base hourly rate of pay for all hours worked on a Saturday. Said five percent (5%) differential will not apply to an overtime hours worked on Saturday.

Temporary employees in the classifications Library Student Assistant-Exempt (3KW2) and Library Aide-Exempt (3KW4) may receive a shift differential of seven and one-half percent (7.5%) of the employee's based rate of pay for all hours worked on a Sunday. Said seven and one-half percent (7.5%) differential will not apply to overtime hours worked on Sundays.

**5.15 Hospital and Clinics Division Weekend Shift Differential:** Temporary employees in the classification of Family Nurse Practitioner (VWSB) who work in the Hospital and Clinic divisions will be paid an additional ten dollar (\$10.00) per hour if assigned a shift within the following timeframe, FRI 11PM TO SUN 11PM.

**5.16 Morning Watch Shift Differential:** Temporary employees in the classification of Dispatcher I (64WK) and Dispatcher II (64WM) may receive Morning Watch Shift Differential of three percent (3%) of base rate of pay for the employee's entire scheduled shift when the employee works four (4) or more hours between the hours of 0000 and 0800.

The Morning Watch is defined as time worked between the hours of 0000 hours and 0800 hours.

## APPENDIX I

- 5.17 Evening Watch Shift Differential:** Temporary employees in the classification of Dispatcher I (64WK) and Dispatcher II (64WM) may receive an Evening Watch Shift Differential of five percent (5%) of base rate of pay for the employee's entire scheduled shift when the employee works four (4) or more hours between 1600 and 0000 hours.

The Evening Watch is defined as time worked between 1600 hours and 0000 hours.

Hours worked in excess of the employee's scheduled workday will count toward qualifying for the Morning Watch Shift Differential and Evening Watch Shift Differential, but the employee will not be paid the differential on any excess hours worked.

- 5.18 Code Gray/STAT Team Differential:** Per Diem employees in the classification of Nursing Shift Coordinator- Per Diem (VWHD) who are assigned by hospital administration to respond to emergency Code Gray calls as a member of the STAT Team are entitled to a differential of ten percent (10%) of the employee's base rate of pay (not including differentials).

- 5.19 School Security Detail:** Temporary employees in the classification of Deputy Sheriff Reserve (6XW3) who are assigned to events held within the San Ramon Valley School district will receive \$20.00 per hour.

- 5.20 County Fair Assignment:** Temporary employees in the classification of Deputy Sheriff Reserve (6XW3) who are assigned to the annual Contra Costa County Fair will receive \$25.00 per hour.

### **6. Special Pays for Temporary Physicians**

- 6.10 Emergency Room Pay:** A temporary physician working in the Emergency Room will be paid the following differentials in addition to his/her regular pay.

Monday – Thursday 7:00 am-11:00 pm \$14 per hour

Friday 7:00 am-7:00 pm \$14 per hour

Monday – Thursday 11:00 pm – 7:00 am \$42 per hour

Friday, Saturday, Sunday 7:00 pm – 7:00 am \$56 per hour

Saturday, Sunday 7:00 am – 7:00 pm \$28 per hour

Holidays worked in the Emergency Room will be paid an additional \$28 per hour between 7:00 am and 7:00 pm. Holidays worked in the Emergency Room will be paid an additional \$56 per hour between 7:00 pm and 7:00 am.

## APPENDIX I

- 6.11 Weekend Rounds Differential:** A temporary physician is eligible for this differential when the temporary physician works unscheduled rounds at the hospital between the hours of 11:00 pm on Friday and 11:00 pm on Sunday.

This differential is paid at the rate of 1.0 times his/her base rate of pay (not including differentials) plus \$42 per hour, with a minimum pay of three (3) hours. However, only a single three (3) hour minimum will be allowed for each 24 hour period.

**6.12 (Reserved)**

- 6.13 Holiday Rounds Differential:** A temporary physician is eligible for this differential when the physician works unscheduled rounds at the hospital on a holiday observed by the County.

This differential is paid at the rate of 1.0 times his/her base rate of pay (not including differentials) plus \$42 per hour, with a minimum pay of three (3) hours. However, only a single three (3) hour minimum will be allowed for each 24 hour period.

- 6.14 Physician On-Call OBGYN In-House Differential:** A temporary physician assigned to the In-House OB GYN is eligible to receive the Physician On-Call OBGYN In-House Differential under any one of the following conditions:

- a. Between 5:00 pm and 6:30 am Monday through Friday;
- b. Between 5:00 pm on Friday and 6:30 am on Monday; or
- c. On a holiday observed by the County.

This differential is paid at the rate of 1.0 times his/her base rate of pay (not including differentials) plus \$10 per hour.

- 6.15 Physician Fall Back Differential:** A temporary physician is eligible for this differential when the physician works an extended-hours clinic in the Patients Choice Program.

This differential is paid at the rate of 1.0 times his/her base rate of pay (not including differentials) plus \$42 per hour.

- 6.16 Call Back Differential:** A temporary physician is eligible for this differential when the physician is called back to work and the physician returns to work.

This differential is paid at the rate of 1.0 times his/her base rate of pay (not including differentials) plus \$42 per hour, with a minimum of three (3) hours of pay for each call back.

## APPENDIX I

- 6.17 On Call at 1.0 (1:4) Differential:** A temporary physician is eligible for this differential when the physician is assigned additional On-Call obligations for Anesthesia, Orthopedics, Surgery, Medicine, Pediatrics, OB Joint Venture Health Plan or Advice first call, and other comparable on-call duties as assigned by the appointing authority or his/her designee. This differential pay ends in the event that the physician is called back and the physician returns to the hospital.

This differential is paid at the rate of 1.0 times his/her base hourly rate of pay (not including differential) for each four (4) hours On-Call.

- 6.18 On Call at 1.0 (1:8) Differential:** A temporary physician is eligible for this differential when the physician is assigned additional On-Call obligations for Pathology, GI, Ophthalmology, Health Officer, Plastic Surgery, Hand Surgery, Detention Medical, Psychiatry, Health Plan or Advice Backup, and other comparable on-call duties as assigned by the appointing authority or his/her designee. This differential pay ends in the event that the physician is called back and the physician returns to the hospital.

This differential is paid at the rate of 1.0 times his/her base hourly rate of pay (not including differentials) for each eight (8) hours On-Call.

- 6.19 Physician Evening Clinic:** A physician is eligible for an additional \$15 per hour for working an evening clinic between the hours of 5:00 pm and 11:00 pm.

- 6.20 Physician Weekend Clinic:** A physician is eligible for an additional \$15 per hour for working a weekend clinic between Friday 11:00 pm and Sunday 11:00 pm.

### **7. Sick Leave**

Refer to Administrative Bulletin 413 "Twenty-four Hour Sick Leave Benefit"

### **8. Workers' Compensation**

Workers' Compensation benefits will be provided pursuant to State Law.

### **9. Health Benefit Access for Employees Not Otherwise Covered**

To access County health plans, an employee who is not otherwise eligible for health coverage by the County must be eligible to receive an offer of coverage from the County under the federal Patient Protection and Affordable Care Act ("ACA")(42 U.S.C. § 18081). Employees eligible to receive an offer of coverage (and qualified dependents) will be offered access to County health insurance plans. Employees will be responsible for the full premium cost of coverage.

Exhibit F

<b>Job Code</b>	<b>Classification</b>
2ED1	Asst County Counsel-Exempt
2KD3	Asst District Attorney-Exempt
25D2	Asst Public Defender-Exempt
29TA	Attorney Advance-Chld Sppt Svc
29VA	Attorney Basic-Child Sppt Svcs
29WA	Attorney Entry-Child Sppt Svcs
2ED2	Chief Asst County Counsel
2KD2	Chief Asst District Attorney-E
25D1	Chief Asst Public Defender
25DB	Chief Trial Deputy Public Def
2ETG	Civil Litig Atty-Advanced
2ETE	Civil Litig Atty-Basic Lvl
2ETF	Civil Litig Atty-Standard
2ETK	Deputy Co Counsel-Advanced
2ET3	Deputy Co Counsel-Advanced-Ex
2ETH	Deputy Co Counsel-Basic
2ET1	Deputy Co Counsel-Basic-Exempt
2ETJ	Deputy Co Counsel-Standard
2ET2	Deputy Co Counsel-Standard-Ex
2KTG	Deputy District Attorney-Adv
2KTF	Deputy District Attorney-Basic
2KD1	Sr Deputy District Attorney-Ex
2ED3	Sr Financial Counselor-Exempt
29HA	Supervising Attorney-Dcss

Exhibit G

Unit	Bargaining Unit
1P	Physicians and Dentists Unit
2I	Service Line Supervisors Unit
4N	Fire Supression & Prevn Unit
51	Professional Engineers Unit
B1	Safety Unrep District Attorney
B2	Safety Unrep Probation Classes
B3	Safety Unrep Misc Classes
B8	Mgmt Classes-Classified & Exem
BD	Mgmt Classified & Ex Dept Head
BS	Sheriff's Sworn Executive Mgmt
C8	Management Project-Other
D8	Unrepresented Proj Class-Other
F2	Unrep Property Appraisers
F8	Unrep Classified & Exempt-Othr
FS	Unrep CI & Ex Student Workers
FT	Unrep CI & Ex-Fixed Term
FW	Unrep CI & Ex-Sworn Peace Offc
L3	Registered Nurses Unit
LT	Public Health Nurse Unit
MA	District Attorneys' Unit
QC	Fam/Chld Svs Site Supv Unit
V#	Sheriff's Sworn Mgmt Unit
VH	Deputy Sheriff's Unit-Sworn
VN	Deputy Sheriff's Unit-NonSworn
XJ	D.A. Investigators Unit



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Interim Public Works Director/Chief Engineer  
Date: January 23, 2018

Subject: Approve and Authorize Advertisement for the ADA & Fire Life Safety Upgrades at 4491 Bixler Rd. Project, Byron (WH122B)

---

**RECOMMENDATION(S):**

- (1) APPROVE the design and bid documents, including the plans and specifications, for the ADA & Fire Life Safety Upgrades at 4491 Bixler Rd. Project, Byron; and
- (2) AUTHORIZE the Interim Public Works Director, or designee, to solicit bids to be received on or about March, 1, 2018, and issue bid addenda, as needed, for clarification of the bid documents, provided the involved changes do not significantly increase the construction cost estimate; and
- (3) DIRECT the Clerk of the Board to publish, at least 14 calendar days before the bid opening date, the Notice to Contractors in accordance with Public Contract Code Section 22037, inviting bids for this project.
- (4) DIRECT the Interim Public Works Director, or designee, to send notices by email or fax and by U.S. Mail to the construction trade journals specified in Public Contract Code Section 22036 at least 15 Calendar days before the bid opening.

**FISCAL IMPACT:**

100% General Fund, Facilities Life-Cycle Investment Program (FLIP)

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Ramesh Kanzaria  
925.313-2000

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

**BACKGROUND:**

The scope consists of various ADA and Fire/Life Safety upgrades at eight buildings on campus. The required work includes but is not limited to: New architectural finishes, shower, new door hardware, new led exit lights, modifications to fire alarm system, site work associated with installation of the fire sprinkler system and exterior site improvements.

Plans and specifications for the project have been prepared for the Public Works Department by Interactive Resources. The construction cost estimate is \$1,180,000 and the general prevailing wage rates are on file with the Clerk of the Board of Supervisors and will be the minimum rates paid on this project.

A Notice of Exemption was previously filed on February 16, 2017, pursuant to the California Environmental Quality Act.

**CONSEQUENCE OF NEGATIVE ACTION:**

If the project is not approved, the existing code deficiencies within the facility will not be addressed.

**ATTACHMENTS**

NOE

CEQA





State of California - Department of Fish and Wildlife  
**2017 ENVIRONMENTAL FILING FEE CASH RECEIPT**  
DFW 753.5a (Rev. 01/01/17) Previously DFG 753.5a

RECEIPT NUMBER:
07 — 02162017 — 46
STATE CLEARINGHOUSE NUMBER (If applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY	LEAD AGENCY EMAIL	DATE
CCC Conservation & Development Dept		2-16-17
COUNTY/STATE AGENCY OF FILING	DOCUMENT NUMBER	
Contra Costa	2017-60	

PROJECT TITLE			
4491 Bixler Road, Byron-Roof Top Equipment, ADA, & Fire Life Safety Upgrades (FLIP) Project No,320-1601/WH122B CP#16-16			
PROJECT APPLICANT NAME	PROJECT APPLICANT EMAIL	PHONE NUMBER	
CCC Conservation & Development Dept		(925) 313-2176	
PROJECT APPLICANT ADDRESS	CITY	STATE	ZIP CODE
30 Muir Rd	Martinez	Ca	94553

PROJECT APPLICANT (Check appropriate box)				
<input checked="" type="checkbox"/> Local Public Agency	<input type="checkbox"/> School District	<input type="checkbox"/> Other Special District	<input type="checkbox"/> State Agency	<input type="checkbox"/> Private Entity

CHECK APPLICABLE FEES:				
<input type="checkbox"/> Environmental Impact Report (EIR)	\$3,078.25	\$		0.00
<input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND)	\$2,216.25	\$		0.00
<input type="checkbox"/> Certified Regulatory Program document (CRP)	\$1,046.50	\$		0.00
<input checked="" type="checkbox"/> Exempt from fee				
<input checked="" type="checkbox"/> Notice of Exemption (attach)				
<input type="checkbox"/> CDFW No Effect Determination (attach)				
<input type="checkbox"/> Fee previously paid (attach previously issued cash receipt copy)				
<hr/>				
<input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only)	\$850.00	\$		0.00
<input checked="" type="checkbox"/> County documentary handling fee		\$		50.00
<input type="checkbox"/> Other		\$		

PAYMENT METHOD:		
<input type="checkbox"/> Cash	<input type="checkbox"/> Credit	<input type="checkbox"/> Check
<input checked="" type="checkbox"/> Other JV230200	TOTAL RECEIVED	\$ 50.00

SIGNATURE	AGENCY OF FILING PRINTED NAME AND TITLE
X	P.Cornelius, Deputy County Clerk

County Receipt Number 2851335

CALIFORNIA ENVIRONMENTAL QUALITY ACT  
Notice of Exemption

To: ☐ Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

From: Contra Costa County  
Dept. of Conservation & Development  
30 Muir Road  
Martinez, CA 94553

☒ County Clerk  
County of: Contra Costa

Project Title: 4491 Bixler Road, Byron – Roof Top Equipment, ADA,  
& Fire Life Safety Upgrades (FLIP)  
Project No. 320-1601 / WH122B [CP# 16-16]

Project Applicant: Contra Costa County Public Works Department

Project Location – **Specific:** 4491 Bixler Road

Project Location: Byron, California

Project Location – County: Contra Costa

**Description of Nature, Purpose and Beneficiaries of Project:** The purpose of this Project is upgrade aging mechanical roof top equipment, accessibility, and fire life safety on approximately five (5) building facilities at 4491 Bixler Rd., Byron (APN#002-020-001).

As part of the Facilities Life-Cycle Investment Program [FLIP], the Project consists of upgrading the aging mechanical roof top equipment, including replacing HVAC units as necessary, installing Americans with Disability Act (ADA) compliant upgrades/modifications, installing upgrades to the existing accessibility and fire life safety, including automatic fire sprinkler and fire alarm upgrades, replacing exit signs with LED lighting, and seismic shutoffs for gas main. Name of Public Agency Approving Project: **Contra Costa County**

Name of Person or Agency Carrying Out Project: **Contra Costa County Public Works Department**

**Exempt Status:**

- ☐ Ministerial Project (Sec. 21080(b) (1); 15268;  
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));  
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ **Categorical Exemption: Class 1(d)**  
☐ Other Statutory Exemption, Code No.: \_\_\_\_\_  
☐ General Rule of Applicability [Article 5, Section 15061 (b)(3)]

**Reasons why project is exempt:** The project consists of the minor alteration of existing public structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination, pursuant to section 15301(d) of the CEQA guidelines; (d) Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety.

Lead Agency Contact Person: Trina R. Torres - **Public Works Dept.** Area Code/Telephone/Extension: (925) 313-2176

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: [Signature] Date: 2/14/17 Title: Principal Planner

☐ Signed by Lead Agency ☐ Signed by Applicant

**AFFIDAVIT OF FILING AND POSTING**

I declare that on FEB 16 2017 I received and posted this notice as required by California Public Resources Code Section 21152(c). Said notice will remain posted for 30 days from the filing date.

[Signature]  
Signature

Deputy Clerk  
Title

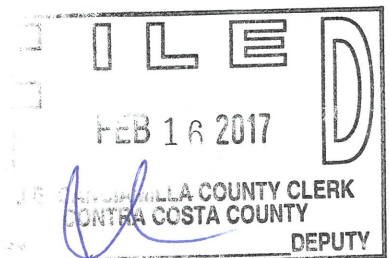
**Applicant:**

Public Works Department  
255 Glacier Drive  
Martinez, CA 94553  
Attn: **Trina R. Torres**  
Environmental Services Division  
Phone: (925) 313-2176

**Department of Fish and Game Fees Due**

- ☐ EIR - \$3,078.<sup>25</sup>  
☐ Neg. Dec. - \$2,216.<sup>25</sup>  
☐ DeMinimis Findings - \$0  
☒ **County Clerk - \$50**  
☒ **Conservation & Development - \$25**

Total Due: \$ 75.00  
Total Paid \$ \_\_\_\_\_  
Receipt #: \_\_\_\_\_





PUBLIC WORKS DEPARTMENT  
INITIAL STUDY OF  
ENVIRONMENTAL SIGNIFICANCE

PROJECT NUMBER: 320-1601 / WH122B  
CP# 16-16

PROJECT NAME: 4491 Bixler Road, Byron -Roof Top Equipment, ADA, & Fire Life Safety Upgrades (FLIP) *JK*

PREPARED BY: Trina R. Torres

DATE: April 25, 2016

APPROVED BY: *[Signature]*

DATE: 5-5-16

**RECOMMENDATIONS:**

☒ **Categorical Exemption: 15301 [Class 1(d)]**

☐ Negative Declaration

☐ Environmental Impact Report Required

☐ Conditional Negative Declaration

The project will not have a significant effect on the environment. The recommendation is based on the following: The project consists of the minor alteration of existing public structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination, pursuant to section 15301(d) of the CEQA guidelines; (d) Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety.

What changes to the project would mitigate the identified impacts: N/A

USGS Quad Sheet: <u>Woodward Island</u>	Base Map Sheet #: <u>M-28</u>	Parcel #: <u>APN#002-020-001</u>
---	-------------------------------	----------------------------------

**GENERAL CONSIDERATIONS:**

1. **Location:** The project is located at 4491 Bixler Road, Byron, California [Figures 1-3].
2. **Project Description:** The purpose of this Project is upgrade aging mechanical roof top equipment, accessibility, and fire life safety on approximately five (5) building facilities at 4491 Bixler Rd., Byron (APN#002-020-001).

As part of the Facilities Life-Cycle Investment Program [FLIP], the Project consists of upgrading the aging mechanical roof top equipment, including replacing HVAC units as necessary, installing Americans with Disability Act (ADA) compliant upgrades/modifications, installing upgrades to the existing accessibility and fire life safety, including automatic fire sprinkler and fire alarm upgrades, replacing exit signs with LED lighting, and seismic shutoffs for gas main.

3. **Does it appear that any feature of the project will generate significant public concern?**

☐ Yes ☒ No ☐ maybe (Nature of concern):

4. **Will the project require approval or permits by other than a County agency?**

☐ Yes ☒ No

5. **Is the project within the Sphere of Influence of any city?** No

# Contra Costa County

## 4491 Bixler Rd., Byron - Roof Top Equipment, ADA, & Fire Life Safety Upgrades [FLIP]

Proj. No. 320-1601/WH122B

CP#16-16

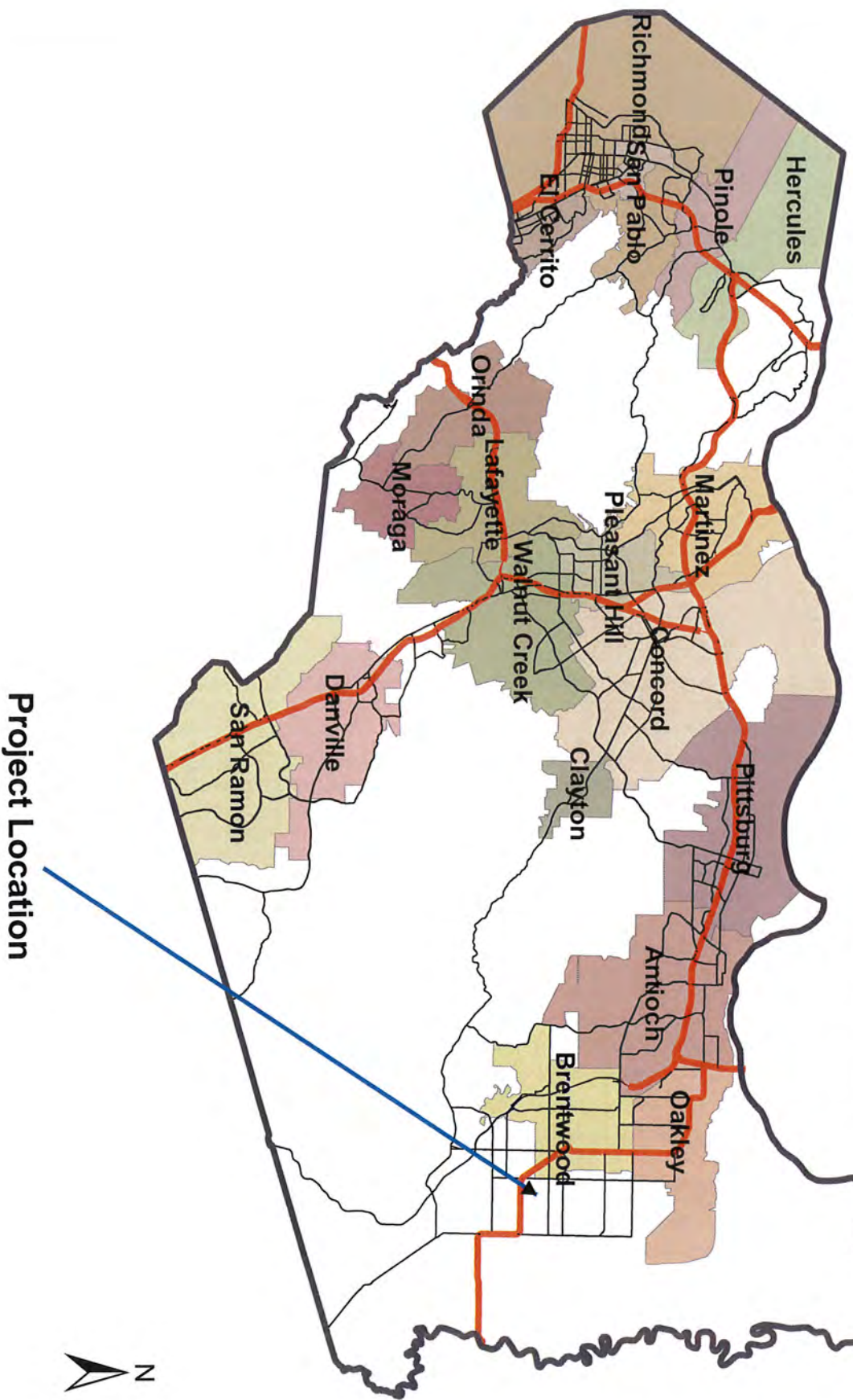


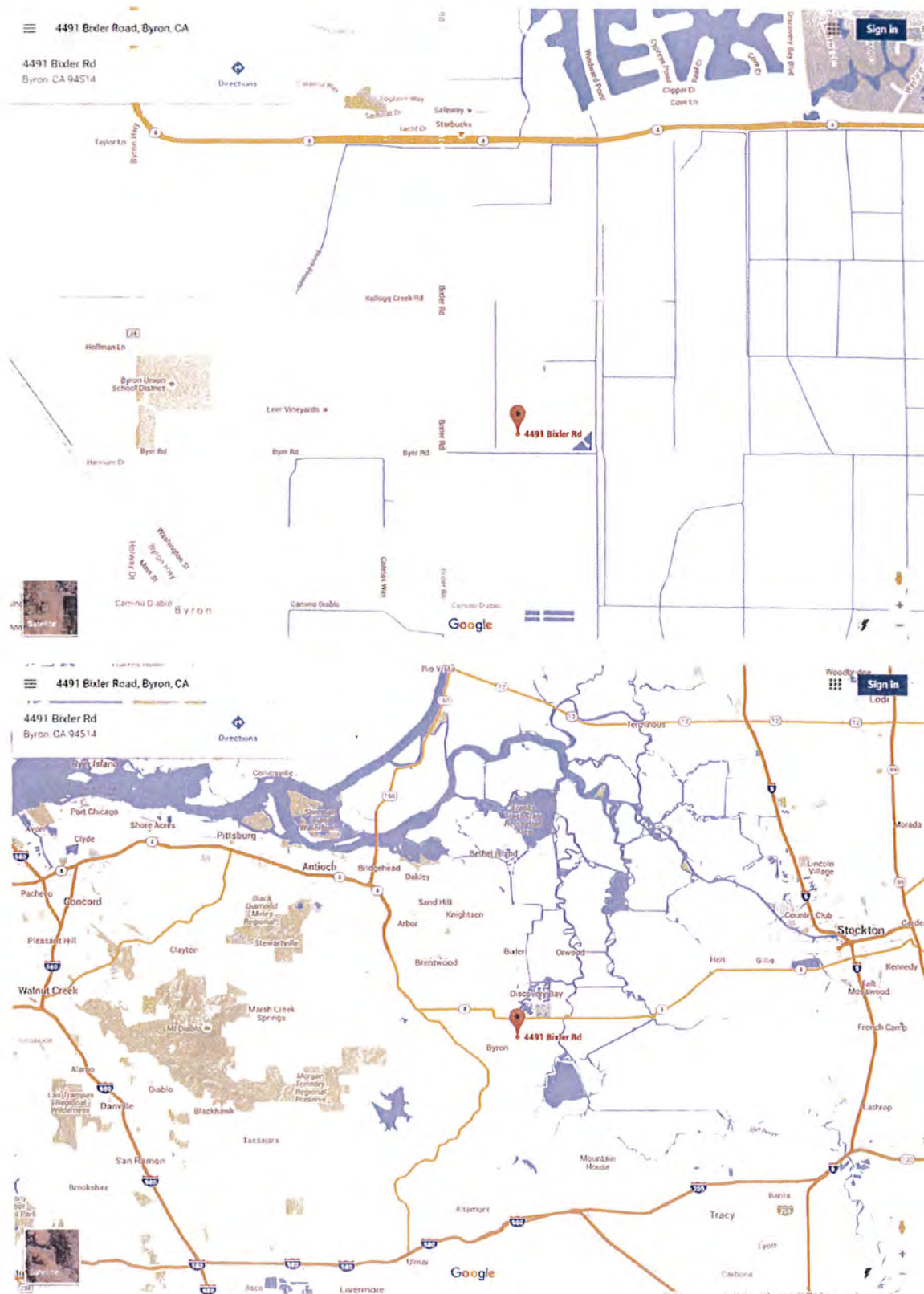
Figure 1



# 4491 Bixler Rd., Byron -Roof Top Equipment, ADA, & Fire Life Safety Upgrades [FLIP]

Proj. No. 320-1601 / WH122B

CP#16-16



APN#002-020-001

Figure 2

4491 Bixler Rd., Byron

- Roof Top Equipment, ADA, & Fire Life Safety Upgrades [FLIP]

Proj. No. 320-1601/WH122B

CP#16-16

POR. N 1/2 SEC. 2 T1S R3E M.D.B. & M.  
1967-1- RECORD OF SURVEY 45-1- S.M.-7 6/9/66

NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY AND IS NOT TO BE USED FOR THE ACQUISITION OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

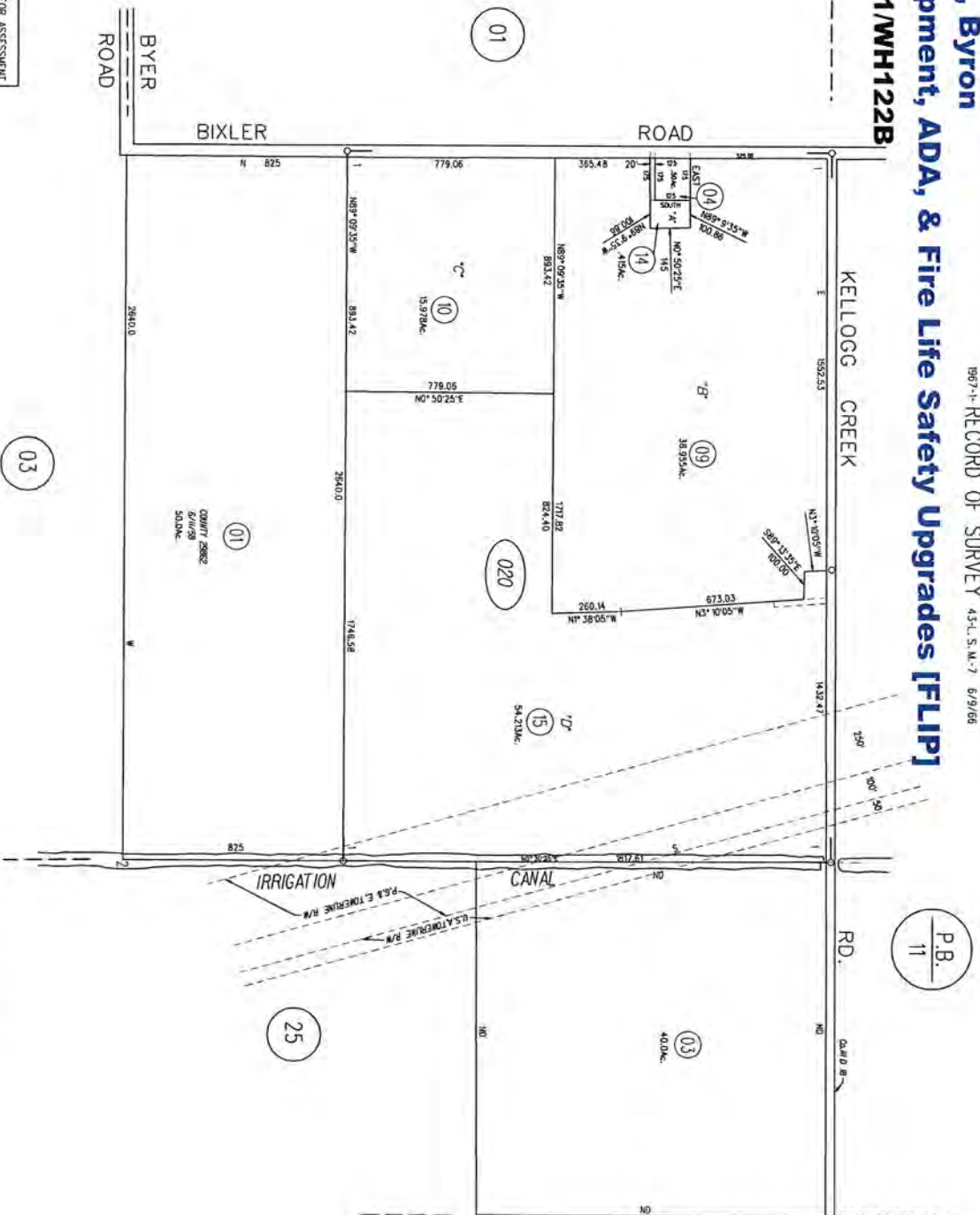


Figure 3

CALIFORNIA ENVIRONMENTAL QUALITY ACT  
Notice of Exemption

To: [ ] Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044  
[ ] County Clerk  
County of: Contra Costa

From: Contra Costa County  
Dept. of Conservation & Development  
30 Muir Road  
Martinez, CA 94553

Project Title: 4491 Bixler Road, Byron – Roof Top Equipment, ADA, & Fire Life Safety Upgrades (FLIP)  
Project No. 320-1601 / WH122B [CP# 16-16]

Project Applicant: Contra Costa County Public Works Department  
Project Location – Specific: 4491 Bixler Road  
Project Location: Byron, California Project Location – County: Contra Costa

Description of Nature, Purpose and Beneficiaries of Project: The purpose of this Project is upgrade aging mechanical roof top equipment, accessibility, and fire life safety on approximately five (5) building facilities at 4491 Bixler Rd., Byron (APN#002-020-001).  
As part of the Facilities Life-Cycle Investment Program [FLIP], the Project consists of upgrading the aging mechanical roof top equipment, including replacing HVAC units as necessary, installing Americans with Disability Act (ADA) compliant upgrades/modifications, installing upgrades to the existing accessibility and fire life safety, including automatic fire sprinkler and fire alarm upgrades, replacing exit signs with LED lighting, and seismic shutoffs for gas main.  
Name of Public Agency Approving Project: Contra Costa County

Name of Person or Agency Carrying Out Project: Contra Costa County Public Works Department

Exempt Status:  
[ ] Ministerial Project (Sec. 21080(b) (1); 15268;  
[ ] Declared Emergency (Sec. 21080(b)(3); 15269(a));  
[ ] Emergency Project (Sec. 21080(b)(4); 15269(b)(c));  
[ ] Categorical Exemption: Class 1(d)  
[ ] Other Statutory Exemption, Code No.:  
[ ] General Rule of Applicability [Article 5, Section 15061 (b)(3)]

Reasons why project is exempt: The project consists of the minor alteration of existing public structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination, pursuant to section 15301(d) of the CEQA guidelines; (d) Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety.

Lead Agency Contact Person: Trina R. Torres - Public Works Dept. Area Code/Telephone/Extension: (925) 313-2176

If filed by applicant:  
1. Attach certified document of exemption finding.  
2. Has a Notice of Exemption been filed by the public agency approving the project? [ ] Yes [ ] No

Signature: Date: Title:  
[ ] Signed by Lead Agency [ ] Signed by Applicant

AFFIDAVIT OF FILING AND POSTING

I declare that on I received and posted this notice as required by California Public Resources Code Section 21152(c). Said notice will remain posted for 30 days from the filing date.

Signature Title

Applicant: Department of Fish and Game Fees Due  
Public Works Department [ ] EIR - \$3,168.<sup>00</sup> Total Due: \$ 75.<sup>00</sup>  
255 Glacier Drive [ ] Neg. Dec. - \$2,280.<sup>75</sup> Total Paid \$  
Martinez, CA 94553 [ ] DeMinimis Findings - \$0  
Attn: Trina R. Torres [X] County Clerk - \$50 Receipt #:  
Environmental Services Division [X] Conservation & Development - \$25  
Phone: (925) 313-2176



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: January 23, 2018

Subject: Update Operations of the Employment and Human Services Department, Community Services Bureau

---

**RECOMMENDATION(S):**

ACCEPT the December 2017 update of the operations for the Employment and Human Services Department, Community Services Bureau, as recommended by the Employment and Human Services Department Director.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The Employment and Human Services Department submits a monthly report to the Contra Costa County Board of Supervisors (BOS) to ensure ongoing communications with the County Administrator and BOS regarding any and all issues pertaining to the Head Start Program and Community Services Bureau.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Elaine Burres  
608-4960

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:



## ATTACHMENTS

CSB Dec 2017 CAO Report

CSB Dec 2017 HS Fiscal

CSB Dec 2017 EHS Fiscal

CSB 2017 EHS Partnership Fiscal #1

CSB Dec 2017 EHS Partnership Fiscal  
#2

CSB Dec 2017 Menu

CSB Dec 2017 Credit Card Report

CSB Dec 2017 CACFP Report

CSB Dec 2017 LIHEAP



To: David Twa, Contra Costa County Administrator  
From: Kathy Gallagher, EHSD Director  
Subject: Community Services Monthly Report  
Date: December 2017

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### News /Accomplishments

Camilla Rand, M.S.  
Director



- The Community Services Bureau (CSB) was randomly selected to participate in a national study called Baby FACES in 2018. The study will be conducted by Mathematica Policy Research, and will provide information about how Early Head Start programs promote the development of infants and toddlers through responsive relationships among caregivers, parents, and children; comprehensive supports for families; and the provision of quality child Care and home visiting.
- CSB Manager, Sophia Talbot, and Director, Camilla Rand, along with four CSB parent-elected Policy Council parents (Emma Duran, Veronica Gutierrez, Rosmery Guevara and Elisha Jefferson) attended the National Head Start Association's (NHSA) 34<sup>th</sup> Annual Parent and Family Engagement Conference held in Austin, Texas from Dec. 3<sup>rd</sup> through Dec. 7<sup>th</sup>, 2017. The annual event focused on how communities, parents, families, and Head Start program staff can best collaborate to promote both parent and family engagement and children's learning and development. The four Policy Council executive team members attended sessions on engaging other parents, and being leaders in their agencies. Camilla was also invited by NHSA to host a *Communities of Practice* session with new directors from across the country to dialogue about best practices and challenges in leading an organization under the current administration.
- Supervisor John Gioia's office and West County READ donated books and toys to the children at Verde Head Start on December 14, 2017. Robert Rodgers, Supervisor Gioia's District Coordinator, and Robin Wilson from West County READ also read to the children and enjoyed some yoga poses together. Each child received a book titled "There was an Old Lady who Swallowed a Fly." They also donated books for infants and toddlers at our Las Deltas site. Las Deltas children received a book titled "Franklin's Special Blanket" or "Beach Babies."
- CSB Director, Camilla Rand, and Senior Business Systems Analyst, Sung Kim, were invited to present at the California Child Development Administrators Association (CCDAA) Leadership Institute in Irvine California on February 1, 2018. The title of their presentation is "Leading with a Shared Vision through Innovative Leadership." In this workshop, Camilla and Sung will share insights on how thinking outside of the box and being innovative through the use of technology has shaped the success of the Community Services Bureau of Employment and Human Services Department.
- On December 14, 2017, Bayo Vista's Children center welcomed Captain Robert Nelson from the Contra Costa County Office of the Sheriff, and Stefanie Monge, Assistant Manager at Bayo Vista's Housing Authority, to their Winterfest celebration. Captain Nelson and Stefanie delivered handcrafted toys and books to each child at the



center. The wooden toys were handcrafted by the inmates at the Marsh Creek Correctional Facility in collaboration with the Sheriff's Office, and a variety of children books were provided on behalf of the Bayo Vista Housing Authority. The children were happy to take home a toy and a book to share with their family.

- CSB School Readiness goals and action plan for the classrooms are finalized and ready to be presented to the Policy Council in 2018, and will be include in the CAO report for January.
- CSB teaching staff attended a positive guidance training to support their professional development. The feedback from the survey was positive and teachers were provided optimal learning during the training.
- The Economic Opportunity Council completed their evaluations of their recent RFI and have chosen the following organizations to support with Community Services Block Grant funding for 2018:
  - Bay Area Community Resources: \$27,500
  - Contra Costa Clubhouses: \$23,522
  - CC Health Services Homeless Program: \$27,500
  - Contra Costa Interfaith Housing: \$27,500
  - Loaves and Fishes of CC: \$38,500
  - Monument Crisis Center: \$27,500
  - Opportunity Junction: \$87,000
  - Shelter, Inc.: \$68,000
  - St. Vincent De Paul: \$27,500
  - White Pony Express: \$36,500

**I. Status Updates:**

**a. Caseloads, workload (all programs)**

- Head Start enrollment: 100.09%
- Early Head Start enrollment: 100.32%
- Early Head Start Child Care Partnership enrollment: 100%
- Early Head Start Child Care Partnership # 2 enrollment (*Start-up year*): 15.8% (100% to capacity/adjusted for open rooms and staffing)
- Head Start Average Daily Attendance: 84%
- Early Head Start Average Daily Attendance: 84.7%
- Early Head Start Child Care Partnership Attendance: 84.7%
- Stage 2: 345 families and 543 children
- CAPP: 151 families and 253 children
  - In total: 496 families and 796 children
  - Incoming transfers from Stage 1: 23 families and 43 children
- LIHEAP: 130 households have been assisted
- Weatherization: 7 units

**b. Staffing:**

- During the month of December CSB conducted interviews to fill an Administrative Services Assistant II, a Site Supervisor I and various

cc: Policy Council Chair  
Family & Human Services Committee  
Maureen Burns Vermette , ACF

teaching positions. The Bureau is in the process of on-boarding the selected candidates. Furthermore, the Bureau conducted interviews to hire temporary teaching staff, including a temporary Site Supervisor II.

**c. Union Issues:**

- No union issues at this time. CSB will be working with PEU Local 2700 to relocate 2 payroll clerks from 1470 Civic Court in Concord to 40 Douglas Drive in Martinez. This is part of the process of consolidating EHSD's Personnel Unit.

**II. Emerging Issues and Hot Topics:**

- Potential Federal Shutdown: CSB was informed by its Program Specialist at the Administration for Children and Families that in the event of a federal government shutdown, grants that have already been awarded will still be honored for payment.

CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
**2017 HEAD START PROGRAM**  
November 2017 Expenditures

1 DESCRIPTION	2 YTD Actual	3 Total Budget	4 Remaining Budget	5 % YTD
a. PERSONNEL	\$ 3,383,172	\$ 4,203,352	\$ 820,180	80%
b. FRINGE BENEFITS	2,076,802	2,586,739	509,937	80%
c. TRAVEL	-	-	-	0%
d. EQUIPMENT	-	101,600	101,600	0%
e. SUPPLIES	117,277	207,200	89,923	57%
f. CONTRACTUAL	5,061,264	6,880,965	1,819,701	74%
g. CONSTRUCTION	-	-	-	0%
h. OTHER	1,006,969	1,445,343	438,374	70%
<b>I. TOTAL DIRECT CHARGES</b>	<b>\$ 11,645,485</b>	<b>\$ 15,425,199</b>	<b>\$ 3,779,714</b>	<b>75%</b>
j. INDIRECT COSTS	785,088	878,928	93,840	89%
<b>k. TOTAL-ALL BUDGET CATEGORIES</b>	<b>\$ 12,430,572</b>	<b>\$ 16,304,127</b>	<b>\$ 3,873,555</b>	<b>76%</b>
<i>In-Kind (Non-Federal Share)</i>	<i>\$ 3,864,524</i>	<i>\$ 4,076,032</i>	<i>\$ 211,508</i>	<i>95%</i>

**CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
2017 HEAD START PROGRAM  
November 2017 Expenditures**

1	2 Jan-17 thru Mar-17	3 Apr-17 thru Jun-17	4 Jul-17 thru Sep-17	5 Actual Oct-17	6 Actual Nov-17	7 Total YTD Actual	8 Total Budget	9 Remaining Budget	10 % YTD
<b>a. Salaries &amp; Wages (Object Class 6a)</b>									
Permanent 1011	875,671	785,929	768,688	303,604	311,939	3,045,831	3,426,172	380,341	89%
Temporary 1013	103,918	105,930	67,161	35,040	25,293	337,342	777,180	439,838	43%
<b>a. PERSONNEL (Object class 6a)</b>	<b>979,588</b>	<b>891,859</b>	<b>835,850</b>	<b>338,644</b>	<b>337,232</b>	<b>3,383,172</b>	<b>4,203,352</b>	<b>820,180</b>	<b>80%</b>
<b>b. FRINGE (Object Class 6b)</b>	<b>599,025</b>	<b>527,720</b>	<b>530,568</b>	<b>207,945</b>	<b>211,543</b>	<b>2,076,802</b>	<b>2,586,739</b>	<b>509,937</b>	<b>2,076,802</b>
<b>d. EQUIPMENT (Object Class 6d)</b>	-	-	-	-	-	-	101,600	101,600	-
<b>e. SUPPLIES (Object Class 6e)</b>									
1. Office Supplies	7,053	7,122	7,627	14,512	5,095	41,409	50,100	8,691	83%
2. Child and Family Services Supplies (Includesclassroom Supl	12,704	1,694	7,680	285	14,579	36,942	38,200	1,258	97%
4. Other Supplies									
Computer Supplies, Software Upgrades, Computer Replace	1,850	2,267	11,631	5,154	8,043	28,945	93,400	64,455	31%
Health/Safety Supplies	765	107	37	-	596	1,504	5,000	3,496	30%
Mental helath/Diasabilities Supplies	82	359	-	-	-	440	600	160	73%
Miscellaneous Supplies	742	1,856	1,456	40	1,261	5,355	11,200	5,845	48%
Emergency Supplies	-	-	29	-	-	29	4,500	4,471	1%
Household Supplies	93	1,364	1,018	130	48	2,653	4,200	1,547	63%
<b>TOTAL SUPPLIES (6e)</b>	<b>23,288</b>	<b>14,769</b>	<b>29,477</b>	<b>20,121</b>	<b>29,622</b>	<b>117,277</b>	<b>207,200</b>	<b>89,923</b>	<b>57%</b>
<b>f. CONTRACTUAL (Object Class 6f)</b>									
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contracts)	4,593	25,396	26,076	19,471	13,539	89,075	102,000	12,925	87%
Estimated Medical Revenue from Medi-Cal (Org 1432 - cred	-	-	-	-	-	-	(380,031)	(380,031)	0%
Health Consultant	11,250	11,021	14,000	4,480	4,480	45,232	45,700	468	99%
5. Training & Technical Assistance - PA11									
Interaction	-	-	-	-	-	-	3,000	3,000	0%
Diane Godard (\$50,000/2)	6,250	5,050	-	-	-	11,300	11,500	200	98%
Josephine Lee (\$35,000/2)	2,550	3,975	-	525	-	7,050	14,300	7,250	49%
Susan Cooke (\$60,000/2)	-	-	-	-	-	-	15,000	15,000	
7. Delegate Agency Costs									
First Baptist Church Head Start PA22	132,151	448,817	254,714	264,851	157,046	1,257,579	2,101,965	844,386	60%
First Baptist Church Head Start PA20	-	-	-	-	-	-	8,000	8,000	0%
8. Other Contracts									
FB-Fairgrounds Partnership (Wrap)	11,605	18,920	12,460	-	-	42,985	74,213	31,228	58%
FB-Fairgrounds Partnership	28,800	42,300	27,450	15,300	-	113,850	183,600	69,750	62%
FB-E. Leland/Mercy Housing Partnership	-	-	-	-	-	-	-	-	
Martinez ECC (18 HS slots x \$225/mo x 12/mo)	18,000	27,000	17,325	-	18,000	80,325	108,000	27,675	74%
YMCA of the East Bay (20 HS slots x \$225/mo x 12/mo)	9,000	-	-	-	-	9,000	9,000	-	100%
YMCA Richmond CDC, Lucas Ave.(48 slots x 12 x \$350) \$21	-	-	-	-	-	-	100,800	100,800	0%
YMCA 8th CDC, Lucas Ave.(48 slots x 12 x \$350) \$201,600	-	-	-	-	-	-	100,800	100,800	0%
YMCA Giant Rd. CDC (16 slots x 12 x \$350) \$67,200	-	-	-	-	-	-	33,600	33,600	0%
YMCA Rodeo CDC(24 slots x 12 x \$350) \$100,800	-	-	-	-	-	-	50,400	50,400	0%
Child Outcome Planning and Administration (COPA/Nulinx)	4,715	2,518	-	8,625	1,410	17,269	17,500	231	99%
Enhancement/wrap-around HS slots with State CD Program	2,488	1,040,642	1,179,973	570,782	593,714	3,387,600	4,281,618	894,018	79%
<b>f. CONTRACTUAL (Object Class 6f)</b>	<b>231,403</b>	<b>1,625,638</b>	<b>1,531,998</b>	<b>884,035</b>	<b>788,190</b>	<b>5,061,264</b>	<b>6,880,965</b>	<b>1,819,701</b>	<b>74%</b>
<b>h. OTHER (Object Class 6h)</b>									
2. Bldg Occupancy Costs/Rents & Leases	88,469	86,976	53,619	27,351	68,361	324,776	381,200	56,424	85%
(Rents & Leases/Other Income)	-	-	(1,325)	-	(200)	(1,525)	-	1,525	
4. Utilities, Telephone	61,337	72,769	49,820	19,049	26,183	229,157	275,000	45,843	83%
5. Building and Child Liability Insurance	2,770	-	-	-	32	2,802	3,500	698	80%
6. Bldg. Maintenance/Repair and Other Occupancy	2,129	9,819	9,041	1,568	7,710	30,266	35,000	4,734	86%
8. Local Travel (55.5 cents per mile effective 1/1/2012)	5,919	10,233	5,770	2,434	3,787	28,143	36,000	7,857	78%
9. Nutrition Services									
Child Nutrition Costs	74,312	95,198	6,289	27,507	30,045	233,351	410,000	176,649	57%
(CCFP & USDA Reimbursements)	(95,310)	(51,318)	1	(3,805)	(893)	(151,325)	(200,000)	(48,676)	76%
13. Parent Services									
Parent Conference Registration - PA11	-	-	828	760	3,143	4,731	1,700	(3,031)	278%
PC Orientation, Trainings, Materials & Translation - PA11	1,577	2,376	144	-	-	4,097	5,700	1,603	72%
Parent Activities (Sites, PC, BOS luncheon) & Appreciation	619	47	2,992	-	1,232	4,890	4,000	(890)	122%
Child Care/Mileage Reimbursement	2,163	2,223	797	1,308	18	6,509	10,700	4,191	61%
14. Accounting & Legal Services									
Auditor Controllers	973	-	-	791	-	1,764	2,000	236	88%
Data Processing/Other Services & Supplies	2,906	3,403	2,870	1,436	1,436	12,051	14,900	2,849	81%
15. Publications/Advertising/Printing									
Outreach/Printing	75	-	-	-	-	75	100	25	75%
Recruitment Advertising (Newspaper, Brochures)	7,142	-	-	-	-	7,142	9,000	1,858	79%
16. Training or Staff Development									
Agency Memberships (WIPFLI, Meeting Fees, NHSA, NAE	2,612	6,543	3,591	1,840	3,042	17,627	8,598	(9,029)	205%
Staff Trainings/Dev. Conf. Registrations/Memberships - PA	9,672	13,477	10,086	4,058	863	38,156	20,000	(18,156)	191%
17. Other									
Site Security Guards	6,274	8,944	254	222	75	15,769	32,000	16,231	49%
Dental/Medical Services	-	-	-	-	-	-	1,000	1,000	0%
Vehicle Operating/Maintenance & Repair	10,879	18,701	8,152	13,528	1,185	52,445	79,000	26,555	66%
Equipment Maintenance Repair & Rental	12,746	13,505	17,910	10,372	24,863	79,397	140,000	60,603	57%
Dept. of Health and Human Services-data Base (CORD)	839	-	-	-	912	1,752	12,000	10,248	15%
Other Operating Expenses (Facs Admin/Other admin)	13,510	21,614	15,839	7,605	6,351	64,918	89,945	25,027	72%
Other Departmental Expenses	-	-	-	-	-	-	74,000	74,000	0%
<b>h. OTHER (6h)</b>	<b>211,613</b>	<b>314,511</b>	<b>186,677</b>	<b>116,026</b>	<b>178,143</b>	<b>1,006,969</b>	<b>1,445,343</b>	<b>438,374</b>	<b>70%</b>
<b>i. TOTAL DIRECT CHARGES (6a-6h)</b>	<b>2,044,917</b>	<b>3,374,497</b>	<b>3,114,569</b>	<b>1,566,770</b>	<b>1,544,731</b>	<b>11,645,485</b>	<b>15,425,199</b>	<b>3,779,714</b>	<b>75%</b>
<b>j. INDIRECT COSTS</b>	<b>184,523</b>	<b>238,804</b>	<b>104,639</b>	<b>152,152</b>	<b>104,970</b>	<b>785,088</b>	<b>878,928</b>	<b>93,840</b>	<b>89%</b>
<b>k. TOTALS (ALL BUDGET CATEGORIES)</b>	<b>2,229,440</b>	<b>3,613,301</b>	<b>3,219,209</b>	<b>1,718,923</b>	<b>1,649,700</b>	<b>12,430,572</b>	<b>16,304,127</b>	<b>3,873,555</b>	<b>76%</b>
<b>Non-Federal Share (In-kind)</b>	<b>337,367</b>	<b>645,666</b>	<b>1,609,604</b>	<b>859,461</b>	<b>412,425</b>	<b>3,864,524</b>	<b>4,076,032</b>	<b>211,508</b>	<b>95%</b>

CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
**2017 EARLY HEAD START PROGRAM**  
November 2017 Expenditures

1 DESCRIPTION	2 YTD Actual	3 Total Budget	4 Remaining Budget	5 % YTD
<b>a. PERSONNEL</b>	\$ 410,968	\$ 532,702	\$ 121,734	77%
<b>b. FRINGE BENEFITS</b>	233,928	368,092	134,164	64%
<b>c. TRAVEL</b>	-	-	-	0%
<b>d. EQUIPMENT</b>	-	15,400	15,400	0%
<b>e. SUPPLIES</b>	22,696	29,700	7,004	76%
<b>f. CONTRACTUAL</b>	2,548,098	2,422,286	(125,812)	105%
<b>g. CONSTRUCTION</b>	-	-	-	0%
<b>h. OTHER</b>	45,047	85,344	40,297	53%
<b>I. TOTAL DIRECT CHARGES</b>	\$ 3,260,737	\$ 3,453,524	\$ 192,787	94%
<b>j. INDIRECT COSTS</b>	100,257	109,420	9,163	92%
<b>k. TOTAL-ALL BUDGET CATEGORIES</b>	<b>\$ 3,360,994</b>	<b>\$ 3,562,944</b>	<b>\$ 201,950</b>	<b>94%</b>
<b><i>In-Kind (Non-Federal Share)</i></b>	<b><i>\$ 870,835</i></b>	<b><i>\$ 893,189</i></b>	<b><i>\$ 22,353</i></b>	<b><i>97%</i></b>

CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
**2017 EARLY HEAD START PROGRAM**  
November 2017 Expenditures

1	2	3	4	5	6	7	8	9	10
	Jan-17 thru Mar-17	Apr-17 thru Jun-17	Jul-17 thru Sep-17	Actual Oct-17	Actual Nov-17	Total YTD Actual	Total Budget	Remaining Budget	% YTD
<b>Expenditures</b>									
<b>a. Salaries &amp; Wages (Object Class 6a)</b>									
Permanent 1011	122,999	105,938	87,630	25,573	19,575	361,716	455,298	93,582	79%
Temporary 1013	14,255	16,424	12,812	3,047	2,714	49,253	77,404	28,151	64%
<b>a. PERSONNEL (Object class 6a)</b>	<b>137,254</b>	<b>122,362</b>	<b>100,441</b>	<b>28,621</b>	<b>22,289</b>	<b>410,968</b>	<b>532,702</b>	<b>121,734</b>	<b>77%</b>
<b>b. FRINGE (Object Class 6b)</b>	<b>78,063</b>	<b>68,053</b>	<b>55,605</b>	<b>17,993</b>	<b>14,214</b>	<b>233,928</b>	<b>368,092</b>	<b>134,164</b>	<b>64%</b>
<b>d. EQUIPMENT (Object Class 6d)</b>	-	-	-	-	-	-	15,400	15,400	0%
<b>e. SUPPLIES (Object Class 6e)</b>									
1. Office Supplies	425	(1,853)	174	2,376	518	1,641	3,000	1,359	55%
2. Child and Family Serv. Supplies/classroom St	1,821	9,332	198	288	1,416	13,055	13,500	445	97%
4. Other Supplies	-	-	-	-	-	-	-	-	-
Computer Supplies, Software Upgrades, Con	-	375	2,411	1,056	1,683	5,525	7,500	1,975	74%
Health/Safety Supplies	-	-	-	-	-	-	2,000	2,000	0%
Miscellaneous Supplies	44	265	-	32	52	393	1,200	807	33%
Household Supplies	-	1,902	149	24	7	2,082	2,500	418	-
<b>e. SUPPLIES (Object Class 6e)</b>	<b>2,290</b>	<b>10,020</b>	<b>2,933</b>	<b>3,777</b>	<b>3,677</b>	<b>22,696</b>	<b>29,700</b>	<b>7,004</b>	<b>76%</b>
<b>f. CONTRACTUAL (Object Class 6f)</b>									
2. Health/Disabilities Services	-	-	-	-	-	-	-	-	-
Health Consultant	4,822	4,723	6,000	1,920	1,920	19,384	21,300	1,916	91%
5. Training & Technical Assistance - PA11	-	-	-	-	-	-	-	-	-
Interaction	-	-	-	-	-	-	7,500	7,500	0%
Josephine Lee (\$35,000/2)	2,550	3,975	-	-	-	6,525	14,000	7,475	47%
8. Other Contracts	-	-	-	-	-	-	-	-	-
FB-Fairgrounds Partnership	9,800	14,700	14,000	7,000	-	45,500	61,600	16,100	74%
FB-E. Leland/Mercy Housing Partnership	21,000	31,500	30,000	15,000	-	97,500	132,000	34,500	74%
Apiranet	-	222,000	(60,000)	39,400	101,000	302,400	322,900	20,500	94%
Crossroads	-	-	-	-	-	-	42,000	42,000	0%
Martinez ECC	11,200	16,800	14,500	19,100	16,000	77,600	96,000	18,400	81%
Child Outcome Planning & Admini. (COPA/Ni	680	-	-	1,041	295	2,017	3,000	983	67%
Enhancement/wrap-around HS slots with Sta	348,052	742,889	442,563	227,248	236,420	1,997,171	1,721,986	(275,185)	116%
<b>f. CONTRACTUAL (Object Class 6f)</b>	<b>398,104</b>	<b>1,036,587</b>	<b>447,063</b>	<b>310,710</b>	<b>355,635</b>	<b>2,548,098</b>	<b>2,422,286</b>	<b>(125,812)</b>	<b>105%</b>
<b>h. OTHER (Object Class 6h)</b>									
2. Bldg Occupancy Costs/Rents & Leases	327	542	393	4	21	1,287	1,500	213	86%
(Rents & Leases/Other Income)	-	-	-	-	-	-	-	-	-
4. Utilities, Telephone	526	751	318	177	161	1,933	4,000	2,067	48%
5. Building and Child Liability Insurance	-	-	-	-	-	-	-	-	-
6. Bldg. Maintenance/Repair and Other Occupa	132	306	1,758	24	25	2,245	1,500	(745)	150%
8. Local Travel (55.5 cents per mile)	1,179	1,860	870	389	250	4,549	6,300	1,751	72%
9. Nutrition Services	-	-	-	-	-	-	-	-	-
Child Nutrition Costs	239	380	-	-	-	619	600	(19)	103%
(CCFP & USDA Reimbursements)	(307)	(74)	0	-	-	(381)	(500)	(119)	-
13. Parent Services	-	-	-	-	-	-	-	-	-
PC Orientation, Trainings, Materials & Trans	351	1,254	312	182	-	2,099	1,700	(399)	123%
Policy Council Activities	-	-	748	53	-	801	900	99	89%
Child Care/Mileage Reimbursement	262	1,006	186	160	14	1,627	1,500	(127)	108%
14. Accounting & Legal Services	-	-	-	-	-	-	-	-	-
Auditor Controllers	-	-	-	-	-	-	1,000	1,000	0%
Data Processing/Other Services & Supplies	651	651	601	301	301	2,504	2,300	(204)	109%
15. Publications/Advertising/Printing	-	-	-	-	-	-	-	-	-
Recruitment Advertising (Newspaper, Brochu	-	-	-	-	-	-	100	100	-
16. Training or Staff Development	-	-	-	-	-	-	-	-	-
Agency Memberships (WIPFLI, Meeting Fer	6	1,500	1,575	-	-	3,081	10,200	7,119	30%
Staff Trainings/Dev. Conf. Registrations/Mei	5,725	3,624	1,832	-	-	11,181	28,244	17,063	40%
17. Other	-	-	-	-	-	-	-	-	-
Vehicle Operating/Maintenance & Repair	3,310	525	1,228	4,886	-	9,949	10,000	51	99%
Equipment Maintenance Repair & Rental	72	100	65	21	11	269	2,000	1,731	13%
Other Operating Expenses (Facs Admin/Oth	708	1,473	628	234	242	3,284	5,000	1,716	66%
Other Departmental Expenses	-	-	-	-	-	-	9,000	9,000	-
<b>h. OTHER (6h)</b>	<b>13,180</b>	<b>13,899</b>	<b>10,512</b>	<b>6,431</b>	<b>1,025</b>	<b>45,047</b>	<b>85,344</b>	<b>40,297</b>	<b>53%</b>
<b>i. TOTAL DIRECT CHARGES (6a-6h)</b>	<b>628,892</b>	<b>1,250,921</b>	<b>616,554</b>	<b>367,532</b>	<b>396,840</b>	<b>3,260,737</b>	<b>3,453,524</b>	<b>192,787</b>	<b>94%</b>
<b>j. INDIRECT COSTS</b>	<b>25,592</b>	<b>35,954</b>	<b>15,083</b>	<b>14,308</b>	<b>9,319</b>	<b>100,257</b>	<b>109,420</b>	<b>9,163</b>	<b>92%</b>
<b>k. TOTALS - ALL BUDGET CATEGORIES</b>	<b>654,484</b>	<b>1,286,875</b>	<b>631,637</b>	<b>381,840</b>	<b>406,159</b>	<b>3,360,994</b>	<b>3,562,944</b>	<b>201,950</b>	<b>94%</b>
<b>Non-Federal Match (In-Kind)</b>	<b>163,621</b>	<b>321,719</b>	<b>249,420</b>	<b>95,460</b>	<b>40,616</b>	<b>870,835</b>	<b>893,189</b>	<b>22,353</b>	<b>97%</b>



CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
**EARLY HEAD START- CC PARTNERSHIP**  
November 2017 Expenditures

1 DESCRIPTION	2 YTD Actual	3 Total Budget	4 Remaining Budget	5 % YTD
<b>a. PERSONNEL</b>	\$ 122,988	\$ 299,555	\$ 176,567	41%
<b>b. FRINGE BENEFITS</b>	75,533	216,733	141,200	35%
<b>c. TRAVEL</b>	-	-	-	0%
<b>d. EQUIPMENT</b>	-	-	-	0%
<b>e. SUPPLIES</b>	5,733	4,800	(933)	119%
<b>f. CONTRACTUAL</b>	94,948	456,920	361,972	21%
<b>g. CONSTRUCTION</b>			-	0%
<b>h. OTHER</b>	37,498	50,813	13,315	74%
<b>I. TOTAL DIRECT CHARGES</b>	\$ 336,700	\$ 1,028,821	\$ 692,121	33%
<b>j. INDIRECT COSTS</b>	31,093	62,557	31,464	50%
<b>k. TOTAL-ALL BUDGET CATEGORIES</b>	<u>\$ 367,793</u>	<u>\$ 1,091,378</u>	<u>\$ 723,585</u>	<u>34%</u>
<b><i>In-Kind (Non-Federal Share)</i></b>	<u>\$ 56,092</u>	<u>\$ 272,845</u>	<u>\$ 216,753</u>	<u>21%</u>

**CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
EARLY HEAD START- CC PARTNERSHIP  
November 2017 Expenditures**

1	2	3	4	5	6	7	8
	Jul-17 thru Sep-17	Actual Oct-17	Actual Nov-17	Total YTD Actual	Total Budget	Remaining Budget	% YTD
<b>Expenditures</b>							
<b>a. Salaries &amp; Wages (Object Class 6a)</b>							
Permanent 1011	86,175	18,216	18,597	122,988	299,555	176,567	41%
Temporary 1013	-	-	-	-	-	-	-
<b>a. PERSONNEL (Object class 6a)</b>	<b>86,175</b>	<b>18,216</b>	<b>18,597</b>	<b>122,988</b>	<b>299,555</b>	<b>176,567</b>	<b>41%</b>
<b>b. FRINGE BENEFITS (Object Class 6b)</b>							
Fringe Benefits	52,846	11,196	11,491	75,533	216,733	141,200	35%
<b>b. FRINGE (Object Class 6b)</b>	<b>52,846</b>	<b>11,196</b>	<b>11,491</b>	<b>75,533</b>	<b>216,733</b>	<b>141,200</b>	<b>35%</b>
<b>e. SUPPLIES (Object Class 6e)</b>							
1. Office Supplies	61	1,051	-	1,112	1,000	(112)	111%
2. Child and Family Serv. Supplies/classroom Supplies	40	522	-	562	1,200	638	47%
4. Other Supplies	-	-	-	-	-	-	-
Computer Supplies, Software Upgrades, Comp Replacemnt	1,089	472	753	2,314	1,200	(1,114)	193%
Miscellaneous Supplies	-	22	3	25	100	75	25%
Household Supplies	936	11	774	1,720	1,300	(420)	132%
<b>e. SUPPLIES (Object Class 6e)</b>	<b>2,125</b>	<b>2,078</b>	<b>1,530</b>	<b>5,733</b>	<b>4,800</b>	<b>(933)</b>	<b>119%</b>
<b>f. CONTRACTUAL (Object Class 6f)</b>							
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contracts)	-	-	-	-	12,000	12,000	0%
8. Other Contracts	-	41,415	23,400	64,816	312,000	247,184	21%
Contra Costa Child Care Council	-	-	-	-	20,000	20,000	0%
First Baptist (20 slots x \$450)	-	-	-	-	3,000	3,000	0%
Child Outcome Planning and Administration (COPA/Nulinx)	53,000	10,000	(33,000)	30,000	109,920	79,920	27%
Enhancement/wrap-around HS slots with State CD Prog.	-	-	132	132	-	(132)	-
<b>f. CONTRACTUAL (Object Class 6f)</b>	<b>53,000</b>	<b>51,415</b>	<b>(9,468)</b>	<b>94,948</b>	<b>456,920</b>	<b>361,972</b>	<b>21%</b>
<b>h. OTHER (Object Class 6h)</b>							
2. Bldg Occupancy Costs/Rents & Leases (Rents & Leases/Other Income)	4,760	1,177	121	6,058	3,800	(2,258)	159%
4. Utilities, Telephone	3,210	1,347	2,031	6,588	4,000	(2,588)	165%
5. Building and Child Liability Insurance	-	-	-	-	-	-	-
6. Bldg. Maintenance/Repair and Other Occupancy	1,145	11	11	1,167	1,400	233	83%
8. Local Travel (54 cents per mile)	702	491	1	1,193	4,200	3,007	28%
13. Parent Services	-	-	-	-	-	-	0%
Parent Activities (Sites, PC, BOS luncheon) & Appreciation	-	-	-	-	-	-	-
Child Care/Mileage Reimbursement	-	-	-	-	-	-	-
14. Accounting & Legal Services	-	-	-	-	-	-	-
Legal (County Counsel)	-	-	-	-	1,000	1,000	0%
Auditor Controllers	-	-	-	-	1,000	1,000	0%
Data Processing/Other Services & Supplies	269	134	134	537	1,000	463	54%
15. Publications/Advertising/Printing	-	-	-	-	-	-	-
Outreach/Printing	-	-	-	-	400	400	-
Recruitment Advertising (Newspaper, Brochures)	-	-	-	-	-	-	-
16. Training or Staff Development	-	-	-	-	-	-	-
Agency Memberships (WIPFLI, Meeting Fees, NHSA, NAE)	-	-	-	-	-	-	-
Staff Trainings/Dev. Conf. Registrations/Memberships - PA	14,746	873	2,022	17,641	25,907	8,266	68%
17. Other	-	-	-	-	-	-	-
Vehicle Operating/Maintenance & Repair	688	18	206	912	4,000	3,088	23%
Equipment Maintenance Repair & Rental	2,468	7	10	2,485	3,000	515	83%
Other Operating Expenses (Facs Admin/Other admin)	590	170	155	915	1,106	191	83%
<b>h. OTHER (6h)</b>	<b>28,578</b>	<b>4,228</b>	<b>4,691</b>	<b>37,498</b>	<b>50,813</b>	<b>13,315</b>	<b>74%</b>
<b>i. TOTAL DIRECT CHARGES (6a-6h)</b>	<b>222,725</b>	<b>87,133</b>	<b>26,842</b>	<b>336,700</b>	<b>1,028,821</b>	<b>692,121</b>	<b>33%</b>
<b>j. INDIRECT COSTS</b>	<b>14,702</b>	<b>10,396</b>	<b>5,995</b>	<b>31,093</b>	<b>62,557</b>	<b>31,464</b>	<b>50%</b>
<b>k. TOTALS - ALL BUDGET CATEGORIES</b>	<b>237,427</b>	<b>97,529</b>	<b>32,837</b>	<b>367,793</b>	<b>1,091,378</b>	<b>723,585</b>	<b>34%</b>
<b>Non-federal Match In-Kind</b>	<b>31,710</b>	<b>24,382</b>	<b>-</b>	<b>56,092</b>	<b>272,845</b>	<b>216,753</b>	<b>21%</b>

CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
**EARLY HEAD START- CC PARTNERSHIP #2**  
November 2017 Expenditures

1 DESCRIPTION	2 YTD Actual	3 Total Budget	4 Remaining Budget	5 % YTD
<b>a. PERSONNEL</b>	\$ 126,321	\$ 859,703	\$ 733,382	15%
<b>b. FRINGE BENEFITS</b>	82,326	655,766	573,440	13%
<b>c. TRAVEL</b>	-	-	-	0%
<b>d. EQUIPMENT</b>	388	225,000	224,612	0%
<b>e. SUPPLIES</b>	82,566	382,500	299,934	22%
<b>f. CONTRACTUAL</b>	75,282	1,559,100	1,483,818	5%
<b>g. CONSTRUCTION</b>	-	-	-	0%
<b>h. OTHER</b>	75,488	681,655	606,167	11%
<b>I. TOTAL DIRECT CHARGES</b>	\$ 442,371	\$ 4,363,724	\$ 3,921,353	10%
<b>j. INDIRECT COSTS</b>	36,147	183,117	146,970	20%
<b>k. TOTAL-ALL BUDGET CATEGORIES</b>	<b>\$ 478,518</b>	<b>\$ 4,546,841</b>	<b>\$ 4,068,323</b>	<b>11%</b>
<b><i>In-Kind (Non-Federal Share)</i></b>	<b>\$ 7,192</b>	<b>\$ 1,136,710</b>	<b>\$ 1,129,518</b>	<b>1%</b>

**CONTRA COSTA COUNTY**  
**COMMUNITY SERVICES BUREAU**  
**EARLY HEAD START- CC PARTNERSHIP #2**  
**November 2017 Expenditures**

1	2	3	4	5	6	7	8
	Mar-17 thru Jun-17	Jul-17 thru Sep-17	Oct-17 thru Dec-17	Total YTD Actual	Total Budget	Remaining Budget	% YTD
<b>Expenditures</b>							
<b>a. Salaries &amp; Wages (Object Class 6a)</b>							
Permanent 1011	24,236	52,324	49,761	126,321	759,356	633,035	17%
Temporary 1013	-	-	-	-	100,347	100,347	0%
<b>a. PERSONNEL (Object class 6a)</b>	<b>24,236</b>	<b>52,324</b>	<b>49,761</b>	<b>126,321</b>	<b>859,703</b>	<b>733,382</b>	<b>15%</b>
<b>b. FRINGE BENEFITS (Object Class 6b)</b>							
Fringe Benefits	14,651	34,877	32,799	82,326	655,766	573,440	13%
<b>b. FRINGE (Object Class 6b)</b>	<b>14,651</b>	<b>34,877</b>	<b>32,799</b>	<b>82,326</b>	<b>655,766</b>	<b>573,440</b>	<b>13%</b>
<b>d. EQUIPMENT (Object Class 6d)</b>							
1. Office Equipment/Computer Equipment	-	388	-	388	125,000	124,612	0%
2. Vehicle Purchase	-	-	-	-	100,000	100,000	0%
<b>d. EQUIPMENT (Object Class 6d)</b>	<b>-</b>	<b>388</b>	<b>-</b>	<b>388</b>	<b>225,000</b>	<b>224,612</b>	<b>0%</b>
<b>e. SUPPLIES (Object Class 6e)</b>							
1. Office Supplies	-	18	1,880	1,898	2,000	102	95%
2. Child and Family Serv. Supplies/classroom Suppl	-	73	-	73	46,000	45,927	0%
Start-Up Child and Family Serv. Supplies/classr	22,531	3,045	46,813	72,388	216,000	143,612	34%
3. Other Supplies							
Computer Supplies, Software Upgrades, Comp F	-	1,724	2,565	4,288	12,000	7,712	36%
Health/Safety Supplies	-	-	-	-	3,500	3,500	0%
Start-Up Health/Safety Supplies	-	-	-	-	102,000	102,000	0%
Miscellaneous Supplies	-	-	3,883	3,883	500	(3,383)	777%
Household Supplies	-	13	22	35	500	465	7%
<b>e. SUPPLIES (Object Class 6e)</b>	<b>22,531</b>	<b>4,872</b>	<b>55,163</b>	<b>82,566</b>	<b>382,500</b>	<b>299,934</b>	<b>22%</b>
<b>f. CONTRACTUAL (Object Class 6f)</b>							
1. Adm Svcs (e.g., Legal, Accounting, Temporary Ci	-	-	-	-	18,000	18,000	0%
2. Health/Disabilities Services							
Health Consultant	-	-	-	-	19,500	19,500	0%
3. Training & Technical Assistance - PA11							
Interaction	-	-	-	-	10,000	10,000	0%
Josephine Lee	-	-	2,790	2,790	30,000	27,210	9%
UCSF Benioff	9,375	-	-	9,375	21,600	12,225	43%
4. Other Contracts							
Crossroads (20 slots x12 x\$500)	-	-	-	-	120,000	120,000	0%
Martinez ECC (16 slots x12 x\$500)	-	-	-	-	96,000	96,000	0%
Loss of Subsidy	-	-	-	-	194,000	194,000	0%
Child Outcome Planning and Administration (CC	-	-	946	946	2,054	1,107	46%
Enhancement EHS slots with State Child Dev. P	-	-	62,171	62,171	1,047,000	984,829	6%
<b>f. CONTRACTUAL (Object Class 6f)</b>	<b>9,375</b>	<b>-</b>	<b>65,907</b>	<b>75,282</b>	<b>1,559,100</b>	<b>1,483,818</b>	<b>5%</b>
<b>h. OTHER (Object Class 6h)</b>							
1. Bldg Occupancy Costs/Rents & Leases	-	217	13	231	36,000	35,769	1%
2. Utilities, Telephone	-	78	117	195	5,000	4,805	4%
3. Bldg. Maintenance/Repair and Other Occupancy	-	72	13	86	56,300	56,214	0%
Start-Up Bldg. Maintenance/Repair and Other Occ	1,627	-	55,600	57,227	377,000	319,773	15%
4. Local Travel (54 cents per mile)	29	219	150	398	7,000	6,602	6%
5. Parent Services							
Parent Conference Registration - PA11	-	-	-	-	1,000	1,000	0%
PC Orientation, Trainings, Materials & Translati	-	-	-	-	5,000	5,000	0%
Policy Council Activities	-	-	-	-	3,000	3,000	0%
Parent Activities (Sites, PC, BOS luncheon) & A	-	-	-	-	3,200	3,200	0%
Child Care/Mileage Reimbursement	-	-	-	-	1,600	1,600	0%
6. Accounting & Legal Services							
Audit	-	-	-	-	500	500	0%
Auditor Controllers	-	-	-	-	500	500	0%
Data Processing/Other Services & Supplies	-	425	426	851	2,500	1,649	34%
7. Publications/Advertising/Printing							
Outreach/Printing	-	172	254	426	1,000	574	43%
Recruitment Advertising (Newspaper, Brochures)	-	243	-	243	1,000	757	24%
8. Training or Staff Development							
Agency Memberships (WIPFLI, Meeting Fees, I	-	-	-	-	22,108	22,108	0%
Staff Trainings/Dev. Conf. Registrations/Membe	6,175	6,541	1,454	14,169	60,500	46,331	23%
9. Other							
Site Security Guards	-	-	-	-	2,000	2,000	0%
Dental/medical Services	-	-	-	-	500	500	0%
Vehicle Operating/Maintenance & Repair	-	-	-	-	7,800	7,800	0%
Equipment Maintenance Repair & Rental	-	781	-	781	6,000	5,219	13%
Health and Safety Improvements	-	-	-	-	3,000	3,000	0%
Other Operating Expenses (Facs Admin/Other ar	205	254	422	880	79,147	78,267	1%
<b>h. OTHER (6h)</b>	<b>8,035</b>	<b>9,002</b>	<b>58,450</b>	<b>75,488</b>	<b>681,655</b>	<b>606,167</b>	<b>11%</b>
<b>i. TOTAL DIRECT CHARGES (6a-6h)</b>	<b>78,827</b>	<b>101,464</b>	<b>262,080</b>	<b>442,371</b>	<b>4,363,724</b>	<b>3,921,353</b>	<b>10%</b>
<b>j. INDIRECT COSTS</b>	<b>9,679</b>	<b>5,899</b>	<b>20,569</b>	<b>36,147</b>	<b>183,117</b>	<b>146,970</b>	<b>20%</b>
<b>k. TOTALS - ALL BUDGET CATEGORIES</b>	<b>88,506</b>	<b>107,362</b>	<b>282,649</b>	<b>478,518</b>	<b>4,546,841</b>	<b>4,068,323</b>	<b>11%</b>
<b>Non-federal Match In-Kind</b>	<b>-</b>	<b>7,192</b>	<b>-</b>	<b>7,192</b>	<b>1,136,710</b>	<b>1,129,518</b>	<b>1%</b>


# December 2017 – COMMUNITY SERVICES BUREAU PRESCHOOL MENU

ALL BREAKFAST & LUNCH SERVED WITH  
1% LOW-FAT MILK

\*Indicates vegetable included in main dish

**WATER IS OFFERED THROUGHOUT THE DAY**



<p>4</p> <p><b>BREAKFAST</b></p> <p>½ c. Fresh Orange ¼ c. Rice Chex Cereal</p> <p><b>LUNCH</b></p> <p>1 ea. <b>SUNBUTTER &amp; JELLY SANDWICH</b> 1 ea. Cheese Stick ¼ c. Carrot Sticks ¼ c. Fresh Apple Slices 1 sl. W.W. Bread</p> <p><b>PM SNACK</b></p> <p>1 pkg. Graham Crackers ½ c. 1% Low-Fat Milk</p>	<p>5</p> <p><b>BREAKFAST</b></p> <p>½ c. Fresh Strawberries ¼ c. Cornflake Cereal</p> <p><b>LUNCH</b></p> <p>1.5 ozs. <b>SLICED TURKEY BREAST</b> Honey Mustard Dressing ¼ c. Broccoli Florets/Ranch Dressing ¼ c. Fresh Pear ½ ea. W.W. Bun</p> <p><b>PM SNACK</b></p> <p>5 ea. Corn Tortilla Chips/Salsa ½ c. 1% Low-Fat Milk</p>	<p>6</p> <p><b>BREAKFAST</b></p> <p>1 ea. Fresh Banana ½ ea. W.W. Bagel/Cream Cheese</p> <p><b>LUNCH</b></p> <p>1.5 ozs. <b>RANCH STYLE CHICKEN SALAD</b> ¼ c. Tangy Coleslaw ¼ c. Mango Chunks 4 ea. Wheat Crackers</p> <p><b>PM SNACK</b></p> <p>½ c. Fresh Apple 1 tbsp. Sunbutter</p>	<p>7</p> <p><b>BREAKFAST</b></p> <p>½ c. Fresh Pear Slices ¼ c. All Bran Cereal</p> <p><b>LUNCH</b></p> <p><b>*SPINACH SALAD WITH HARD BOILED EGG</b> 1 ea. Egg Hard Boiled Egg ¼ c. Baby Spinach /Italian Dressing ¼ c. Shredded Carrots ¼ c. Fresh Tangerine ½ sl. W.W. Bread</p> <p><b>PM SNACK</b></p> <p>1 ea. String Cheese 2 pkgs. Ritz crackers</p>	<p>1</p> <p><b>BREAKFAST</b></p> <p>½ c. Fresh Pear ¼ c. All Bran Cereal</p> <p><b>LUNCH</b></p> <p>1 ea. <b>TURKEY WRAP</b> Low-Fat Cream Cheese ¼ c. Baby Spinach &amp; Bell Pepper Strips ¼ c. Fresh Apple 1 ea. W.W. Tortilla</p> <p><b>PM SNACK</b></p> <p>¼ c. Celery Sticks 1 tbsp. Sunbutter ½ c. 1% Low-Fat Milk</p>
<p>11</p> <p><b>BREAKFAST</b></p> <p>½ c. Fresh Apple ¼ c. All Bran Cereal</p> <p><b>LUNCH</b></p> <p>¾ c. <b>*VEGETABLE CHILI</b> (kidney beans, bulgur wheat &amp; tomatoes) ¼ c. Fresh Pear 1 ea. W.W. Tortilla</p> <p><b>PM SNACK</b></p> <p>1 pkg. Goldfish Crackers ½ c. 1% Low-Fat Milk</p>	<p>12</p> <p><b>BREAKFAST</b></p> <p>½ c. Fresh Orange ¼ c. Corn Chex Cereal</p> <p><b>LUNCH</b></p> <p>1 serv. <b>CHICKEN ENCHILADA CASSEROLE WITH WHOLE GRAIN TORTILLA CHIPS</b> ¼ c. Jicama Sticks ¼ c. Fresh Kiwi</p> <p><b>PM SNACK – NUTRITION EXPERIENCE</b></p> <p>¼ c. Low-fat Yogurt ½ c. Mixed Fruit</p>	<p>13</p> <p><b>BREAKFAST</b></p> <p>½ c. Applesauce ½ sl. W. W. Cinnamon Toast</p> <p><b>LUNCH</b></p> <p>¾ c. <b>GROUND TURKEY &amp; SPAINSH RICE</b> ¼ c. Broccoli Florets/Ranch Dressing ¼ c. Fresh Tangerine</p> <p><b>PM SNACK</b></p> <p>1 pkg. Animal Crackers ½ c. 1% Low-Fat Milk</p>	<p>14</p> <p><b>BREAKFAST</b></p> <p>½ c. Pineapple Tidbits ½ ea. W.W. Bagel/ Cream Cheese</p> <p><b>LUNCH</b></p> <p>1 c. <b>MAC &amp; CHEESE WITH WHOLE GRAIN NOODLES</b> ¼ c. Leafy Greens &amp; Red Bell Strips Vinaigrette Dressing ¼ c. Fresh Pear Slices</p> <p><b>PM SNACK</b></p> <p>¼ c. Friends Trial Mix (kix, cheerios, corn chex, raisins, pretzels, &amp; dried apricots) ½ c. 1% Low-Fat Milk</p>	<p>15</p> <p><b>BREAKFAST</b></p> <p>1 ea. Fresh Banana ¼ c. Kix Cereal</p> <p><b>LUNCH</b></p> <p>1.5 ozs. <b>TUNA SALAD</b> (tuna, eggs, mayo, relish, celery, &amp; onions) ¼ c. Baby Carrots (No Dressing) ¼ c. Fresh Apple 1 sl. W.W. Bread</p> <p><b>PM SNACK – ANTS ON A LOG</b></p> <p>¼ c. Celery Sticks 1 tbsp. Sunbutter (Raisins) ½ c. 1% Low-Fat Milk</p>
<p>18</p> <p><b>BREAKFAST</b></p> <p>½ c. Fresh Red Apple ¼ c. Rice Chex Cereal</p> <p><b>LUNCH</b></p> <p>2.5 ozs. <b>*BEAN BURRITO</b> ½ oz. Shredded Cheese ¼ c. Fresh Tangerine 1 ea. W.W. Tortilla</p> <p><b>PM SNACK</b></p> <p>2 pkgs. Ritz Crackers ½ c. 1% Low-Fat Milk</p>	<p>19</p> <p><b>BREAKFAST</b></p> <p>½ c. Fresh Orange ¼ c. Kix Cereal</p> <p><b>LUNCH</b></p> <p>1.5 ozs. <b>BBQ CHICKEN</b> ¼ c. Rainbow Slaw ¼ c. Fresh Pear ½ ea. W.W. Hamburger Bun</p> <p><b>PM SNACK</b></p> <p>1 ea. Fresh Banana/Sunbutter ½ c. 1% Low-Fat Milk</p>	<p>20</p> <p><b>BREAKFAST</b></p> <p>½ c. Pineapple Tidbits ½ ea. W.W.Bagel/ Cream Cheese</p> <p><b>LUNCH</b></p> <p>½ c. <b>*MARINATED BLACK BEAN SALAD</b> (black beans, corn, salsa, chile, lime juice, &amp; cheddar cheese) ¼ c. Fresh Apple 1 ea. W.W. Corn Tortilla</p> <p><b>PM SNACK</b></p> <p>½ c. Mango Chunks ½ c. 1% Low-Fat Milk</p>	<p>21</p> <p><b>BREAKFAST</b></p> <p>1 ea. Fresh Banana ¼ c. Oatmeal with Raisins</p> <p><b>LUNCH</b></p> <p>¾ c. <b>*RED POZOLE SOUP</b> (chicken breast , tomato paste, hominy, cabbage, &amp; cilantro) ¼ c. Fresh Kiwi 5 ea. Corn Tortilla Chips</p> <p><b>PM SNACK</b></p> <p>1 ea. Mozzarella String Cheese 6 ea. Wheat Thin Crackers</p>	<p>22</p> <p><b>BREAKFAST</b></p> <p>½ c. Fresh Orange ¼ c. Corn Chex Cereal</p> <p><b>LUNCH</b></p> <p>1.5 ozs. <b>ROASTED TURKEY &amp; SWISS CHEESE</b> Mayo &amp; Mustard Dressing ¼ c. Green Leaf Lettuce &amp; Tomato Slice ¼ c. Fresh Pear 1 sl. W.W. Bread</p> <p><b>PM SNACK</b></p> <p>½ ea. W.W. Gold Fish Bread 1 tbsp. Sunbutter</p>
<p>25</p> <p><b>Merry Christmas</b></p> 	<p>26</p> <p><b>BREAKFAST</b></p> <p>½ c. Fresh Orange ¼ c. All Bran Cereal</p> <p><b>LUNCH</b></p> <p>1 ea. <b>SUNBUTTER &amp; JELLY SANDWICH</b> 1 oz. Cheese Stick ¼ c. Baby Carrots ¼ c. Fresh Apple 1 sl. W.W. Bread</p> <p><b>PM SNACK</b></p> <p>1 pkg. Graham Crackers ½ c. 1% Low-Fat Milk</p>	<p>27</p> <p><b>BREAKFAST</b></p> <p>½ c. Fresh Tangerine 1 sl. Raisin Bread</p> <p><b>LUNCH</b></p> <p>1.5 ozs. <b>TURKEY ROLL UP</b> ( Low-fat cream cheese) ¼ c. Broccoli Florets/Ranch Dressing ¼ c. Fresh Pear Slices 1 ea. W.W. Tortilla</p> <p><b>PM SNACK</b></p> <p>1 pkgs. Animal Crackers ½ c. 1% Low-Fat Milk</p>	<p>28</p> <p><b>BREAKFAST</b></p> <p>1 ea. Fresh Banana ¼ c. Cornflake Cereal</p> <p><b>LUNCH</b></p> <p>1.5 ozs. <b>SLICED TURKEY HAM</b> Mayo &amp; Mustard Dressing ¼ c. Pineapple Tidbits/ Cottage Cheese ¼ c. Cucumber Slices 1 sl. W.W. Bread</p> <p><b>PM SNACK</b></p> <p>2 pkgs. W.W. Crackers ½ c. 1% Low-Fat Milk</p>	<p>29</p> <p><b>BREAKFAST</b></p> <p>½ c. Fresh Apple ¼ c. Rice Chex Cereal</p> <p><b>LUNCH</b></p> <p>1 ea. <b>*VEGGIE PITA POCKET</b> (shredded cheese, hard boiled egg, toss salad mix, &amp; cucumbers) Ranch Dressing ¼ c. Fresh Kiwi ½ ea. W.W. Pita Bread</p> <p><b>PM SNACK</b></p> <p>2 pkgs. Ritz Crackers ½ c. 1% Low-Fat Milk</p>

COMMUNITY SERVICES BUREAU					
SUMMARY CREDIT CARD EXPENDITURE					
Agency: Community Services Bureau			Authorized Users		
Month: October 2017			C. Rand, Bureau Dir	xxxx8798	
			K. Mason, Div Mgr	xxxx2364	
			C. Reich, Div Mgr	xxxx4959	
Credit Card: Visa/U.S. Bank			S. Kim, Sr. Business Systems Analyst	xxxx1907	
			C. Johnson, AD	xxxx0220	
			J. Rowley, AD	xxxx2391	
			P. Arrington, AD	xxxx3838	
			I. Renggenathen, AD	xxxx2423	
			I. Renggenathen, AD	xxxx2490	
			R. Radeva, PSA III	xxxx1899	
			Corporate Acct. Number	xxxx5045	
Acct. code	Stat. Date	Card Account #	Amount	Program	Purpose/Description
2100	11/22/17	xxxx1907	89.29	Indirect Admin Costs	Office Exp
2100	11/22/17	xxxx1907	62.45	EHS-Child Care Partnership	Office Exp
2100	11/22/17	xxxx1907	249.95	HS Basic Grant	Office Exp
2100	11/22/17	xxxx8798	371.65	HS Basic Grant	Office Exp
			773.34		
2102	11/22/17	xxxx8798	551.82	HS Basic Grant	Books, Periodicals
			551.82		
2130	11/22/17	xxxx2423	55.65	Brookside Site Costs	Small Tools and Instruments
			55.65		
2170	11/22/17	xxxx8798	18.59	HS Basic Grant	Household Expense
			18.59		
2200	11/22/17	xxxx1907	107.66	HS Basic Grant	Memberships
			107.66		
2300	11/22/17	xxxx3838	1,587.84	HS Parent Services	Transportation & Travel
			1,587.84		
2303	11/22/17	xxxx1907	(84.32)	HS Basic Grant	Other Travel Employees
2303	11/22/17	xxxx1907	(84.33)	Child Care Svs Program	Other Travel Employees
2303	11/22/17	xxxx1907	828.33	HS Basic Grant	Other Travel Employees
2303	11/22/17	xxxx1907	828.32	Child Care Svs Program	Other Travel Employees
2303	11/22/17	xxxx8798	527.84	Operations - Stage 2	Other Travel Employees
2303	11/22/17	xxxx3838	396.96	HS Parent Services	Other Travel Employees
			2,412.80		
2467	11/22/17	xxxx2423	4.85	Brookside Site Costs	Training & Registration
2467	11/22/17	xxxx0494	1,254.00	HS Parent Services	Training & Registration
2467	11/22/17	xxxx8798	555.00	Operations - Stage 2	Training & Registration
2467	11/22/17	xxxx8798	1,350.00	HS Basic Grant	Training & Registration
2467	11/22/17	xxxx3838	1,881.00	HS Parent Services	Training & Registration
2467	11/22/17	xxxx2391	275.00	HS Basic Grant	Training & Registration
			5,319.85		
2477	11/22/17	xxxx3838	424.05	HS Parent Services	Educational Supplies
2477	11/22/17	xxxx3838	191.87	Balboa Site Costs	Educational Supplies
2477	11/22/17	xxxx2391	5.03	HS Basic Grant	Educational Supplies
			620.95		
2479	11/22/17	xxxx1899	1,529.03	Indirect Admin Costs	Other Special Dpmtal Exp
			1,529.03		
2490	11/22/17	xxxx0494	(86.78)	HS Basic Grant	Misc Services/Supplies
			(86.78)		
		Total	12,890.75		

EMPLOYMENT & HUMAN SERVICES DEPARTMENT  
COMMUNITY SERVICES BUREAU  
CHILD NUTRITION FOOD SERVICES  
CHILD and ADULT CARE FOOD PROGRAM MEALS SERVED  
FY 2017-2018

Month covered	2017 October
Approved sites operated this month	15
Number of days meals served this month	22
Average daily participation	714
 Child Care Center Meals Served:	
Breakfast	12,993
Lunch	15,703
Supplements	11,493
Total Number of Meals Served	40,189

**CAO Monthly Report**  
**CSBG and Weatherization Programs**  
**Year-to-Date Expenditures**  
**As of November 30, 2017**

**1. 2017 LIHEAP WX**

Contract # 17B-3005

Term: Oct. 1, 2016 - March 31, 2018

Amount: WX \$ 963,937

Total Contract	\$ 963,937
Expenditures	(694,890)
Balance	<u>\$ 269,047</u>
Expended	72%

**2. 2017 LIHEAP ECIP/EHA 16**

Contract # 17B-3005

Term: Oct. 1, 2016 - March 31, 2018

Amount: EHA 16 \$ 1,034,329

Total Contract	\$ 1,034,329
Expenditures	(863,367)
Balance	<u>\$ 170,962</u>
Expended	83%

**4. 2017 COMMUNITY SERVICES BLOCK GRANT (CSBG)**

Contract # 17F-2007

Term: Jan. 1, 2017 - December 31, 2017

Amount: \$ 846,479

Total Contract	\$ 846,479
Expenditures	(635,638)
Balance	<u>\$ 210,841</u>
Expended	75%





**Contra  
Costa  
County**

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: January 23, 2018

Subject: APPROVAL OF CDBG LEGAL DOCUMENTS FOR 561-565 SOUTH 29TH STREET, RICHMOND

---

**RECOMMENDATION(S):**

1. **APPROVE** and **AUTHORIZE** the Conservation and Development Director, or designee, to execute required legal documents to provide \$130,000 in Community Development Block Grant (CDBG) funds to Richmond Neighborhood Housing Services, Inc., for the rehabilitation of the residential triplex located at 561-565 South 29th Street in Richmond.
2. **FIND** that the project is exempt from the California Environmental Quality Act [Section 15301(a)].
3. **DIRECT** the Department of Conservation and Development (DCD) to file a Notice of Exemption for this project with the County Clerk.
4. **DIRECT** DCD to arrange for payment of the \$50 handling fee to the County Clerk for filing such Notice of Exemption.

**FISCAL IMPACT:**

No General Fund impact. Community Development Block Grant funds are provided to the County on a formula allocation basis through the U.S. Department of Housing and Urban Development (HUD). CFDA# 14.218.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Gabriel Lemus,  
674-7882

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

## **BACKGROUND:**

On July 18, 2017, the Board of Supervisors allocated \$280,000 of CDBG funds to Richmond Neighborhood Housing Services, Inc. (RNHS), to rehabilitate five residential properties for low-income households in the City of Richmond. All five properties are currently occupied by low-income households and are in need of interior and/or exterior rehabilitation. Four of the properties are individual single-family homes and the other property is a triplex. RNHS will rehabilitate the triplex property first and the single-family homes after title issues are resolved.

The triplex property is located at 561-565 South 29th Street in Richmond. The rehabilitation work includes interior upgrades (bathrooms, kitchens, flooring, wall repair, and painting), window replacement, exterior stair component improvements, roof downspouts/drains replacement, and roof replacement. The cost to rehabilitate the triplex is \$119,500 based off of the lowest bid received from a qualified general contractor. An additional \$10,500 will be included to the loan for unforeseen costs during construction, such as relocation or possible changes to the scope of work, for a total loan amount of \$130,000.

The CDBG funds will be loaned to RNHS to rehabilitate the triplex property at a one percent interest rate for 30 years. There may be some annual loan payments and payments are contingent on RNHS having adequate revenue or surplus cash flow to make the payments. The legal documents (Loan Documents) are attached and include the following documents:

- CDBG Loan Agreement
- Regulatory Agreement
- Promissory Note
- Deed of Trust

This recommended action includes authorization to execute any and all documents and to take any and all action necessary to implement the activities authorized under the Loan Documents, including execution of loan amendments or modifications for the purposes of agreeing to reasonable extensions of time deadlines.

## **CEQA and NEPA Determination:**

This activity is exempt from CEQA pursuant to 14 CCR 15301(a) and 15061(b)(3). NEPA was completed and this activity converted to an exempt activity under NEPA per 24 CFR Part 58.35(a)(4)(i).

## **CONSEQUENCE OF NEGATIVE ACTION:**

Negative action would prevent the rehabilitation of the triplex residential property located at 561-565 South 29th Street in Richmond.

## **CHILDREN'S IMPACT STATEMENT:**

The project will provide affordable multi-family housing, which supports the Children's Report Card by helping families become economically self-sufficient and enables families to be safe, stable and nurturing.

## **ATTACHMENTS**

Loan Agreement

Regulatory Agreement

Deed of Trust

Promissory Note

CDBG LOAN AGREEMENT  
Richmond Rehabilitation Program  
Triplex Located at 561-565 South 29th Street, Richmond

This CDBG Loan Agreement (the "Agreement") is dated \_\_\_\_\_, 2018, and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the "County"), and Richmond Neighborhood Housing Services, Inc., a nonprofit public benefit corporation ("Borrower").

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

B. The County has received funds from the United States Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended ("CDBG Funds"). The CDBG Funds must be used by the County in accordance with 24 C.F.R. Part 570.

C. Borrower owns the real property commonly known as 561-565 South 29th Street, located in the City of Richmond, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Property"). Borrower intends to rehabilitate the three-unit multifamily housing structure currently existing on the Property, each of which will be for rental to very low and low income households (the "Residence"). The work being performed to rehabilitate the Residence is described in Exhibit B (such work, the "Rehabilitation").

D. The County and Borrower are parties to a CDBG Project Agreement 16-HSG-\_\_\_\_, dated July 1, 2017 (the "CDBG Project Agreement"), pursuant to which the County agreed to lend CDBG Funds to Borrower to assist in the rehabilitation of the Residence.

E. In furtherance of the CDBG Project Agreement Borrower desires to borrow from the County \_\_\_\_\_ Dollars (\$xxx,xxx) of CDBG Funds (the "Loan").

F. The Loan is evidenced by the Note and the Regulatory Agreement and is secured by the Deed of Trust.

G. The Loan is being made to finance the Rehabilitation and is intended to maintain the supply of affordable rental housing in Contra Costa County. Due to the assistance provided Borrower through the Loan, the County is designating all three units as CDBG-assisted units (the "County-Assisted Units").

H. The City has determined the Rehabilitation to be categorically exempt pursuant to the California Environmental Quality Act (Public Resources Code Sections 21000 et seq.) ("CEQA").

I. In accordance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. 4321-4347) ("NEPA"), the County has completed and approved all applicable environmental review for the activities proposed to be undertaken under this Agreement.

The parties therefore agree as follows:

## AGREEMENT

### ARTICLE 1 DEFINITIONS AND EXHIBITS

#### Section 1.1 Definitions.

The following terms have the following meanings:

(a) "Adjusted Loan" means, to the extent less than the full amount of the Loan is funded, an amount equal to the actual principal amount loaned to Borrower by the County pursuant to this Agreement. If the full amount of the Loan is funded the Adjusted Loan is equal to the Loan.

(b) "Agreement" means this CDBG Loan Agreement.

(c) "Annual Operating Expenses" means for each calendar year, the following costs reasonably and actually incurred for operation and maintenance of the Property:

(i) property taxes and assessments imposed on the Property;

(ii) property management fees and reimbursements, and salaries of property management and maintenance personnel, not to exceed amounts that are standard in the industry and which are pursuant to a management contract approved by the County;

(iii) fees for accounting, audit, and legal services incurred by Borrower in the asset management of the Property, not to exceed amounts that are standard in the industry, to the extent such fees are not included in the Partnership/Asset Fee;

(iv) premiums for insurance required for the Property to satisfy the requirements of the County;

(v) utility services not paid for directly by tenants, including water, sewer, and trash collection;

(vi) maintenance and repair expenses and services;

(vii) any annual license or certificate of occupancy fees required for operation of the Property;

- (viii) security services;
- (ix) advertising and marketing;
- (x) cash deposited into the Replacement Reserve Account in the amount set forth in Section 4.1(a);
- (xi) cash deposited into the Operating Reserve Account to maintain the amount set forth in Section 4.1(b) (excluding amounts deposited to initially capitalize the account);
- (xii) extraordinary operating costs specifically approved in writing by the County;
- (xiii) payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves, and other ordinary and reasonable operating expenses approved in writing by the County and not listed above;

Annual Operating Expenses do not include the following: depreciation, amortization, depletion or other non-cash expenses, initial deposits to capitalize a reserve account, any amount expended from a reserve account, and any capital cost associated with the Property.

- (d) "Annual Payment" has the meaning in Section 2.8(a).
- (e) "Approved Rehabilitation Budget" means the proforma development budget, including sources and uses of funds, as approved by the County, and attached hereto and incorporated herein as Exhibit C.
- (f) "Approved Rehabilitation Schedule" means the schedule that (i) is agreed to by County and Borrower, (ii) identifies the work to be accomplished to complete the Rehabilitation and the sequence of that work, and (iii) sets forth the dates by which certain components of the work must be completed.
- (g) "Bid Package" means the package of documents Borrower is required to distribute to potential bidders as part of the process of selecting contractors for the Rehabilitation. The Bid Package is to include the following: (i) an invitation to bid; (ii) copy of the proposed construction contract; (iii) a form of bid guarantee that is reasonably acceptable to the County that guarantees, at a minimum, an amount equal to five percent (5%) of the bid price; and (iv) all Construction Plans.
- (h) "Borrower" has the meaning set forth in the first paragraph of this Agreement.

(i) "CDBG" means the Community Development Block Grant Program, funded pursuant to Title I of the Housing and Community Development Act of 1974 (42 USC 5301, et seq.).

(j) "CDBG Funds" has the meaning set forth in Paragraph B of the Recitals.

(k) "CDBG Project Agreement" has the meaning set forth in Paragraph D of the Recitals.

(l) "CEQA" has the meaning set forth in Paragraph H of the Recitals.

(m) "City" means the City of Richmond, California, a municipal corporation.

(n) "Commencement of Construction" has the meaning set forth in Section 3.5.

(o) "Completion Date" means the date a final certificate of completion, or equivalent document is issued by the City to certify that the rehabilitated Residence may be legally occupied.

(p) "Construction Plans" means all construction documentation upon which Borrower and Borrower's general contractor rely in performing the Rehabilitation, including final architectural drawings, landscaping plans and specifications, final elevations, building plans and specifications (also known as "working drawings").

(q) "County" has the meaning set forth in the first paragraph of this Agreement.

(r) "County-Assisted Units" has the meaning set forth in Paragraph G of the Recitals.

(s) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing of even date herewith among Borrower, as Trustor, North American Title Company, as trustee, and the County, as beneficiary, that will encumber the Property to secure repayment of the Loan and performance of the covenants of the Loan Documents.

(t) "Default Rate" means the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

(u) "Event of Default" has the meaning set forth in Section 6.1.

(v) "Final Cost Certification" has the meaning set forth in Section 4.2.

(w) "Final Rehabilitation Cost" means the total cost of performing the Rehabilitation, as shown on the Final Cost Report.

(x) "Gross Revenue" means for each calendar year, all revenue, income, receipts, and other consideration actually received from the operation and leasing of the Property. Gross Revenue includes, but is not limited to:

- (i) all rents, fees and charges paid by tenants;
- (ii) Section 8 payments or other rental subsidy payments received for the dwelling units;
- (iii) deposits forfeited by tenants;
- (iv) all cancellation fees;
- (v) price index adjustments and any other rental adjustments to leases or rental agreements;
- (vi) the proceeds of business interruption or similar insurance not paid to senior lenders;
- (vii) the proceeds of casualty insurance not used to rebuild the Residence and not paid to senior lenders; and
- (viii) condemnation awards for a taking of part or all of the Property for a temporary period.

Gross Revenue does not include tenants' security deposits, loan proceeds, unexpended amounts (including interest) in any reserve account, required deposits to reserve accounts, capital contributions or similar advances.

(y) "Hazardous Materials" means: (i) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical, and (ii) any waste, substance or material defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials", "toxic waste", "toxic substances," or words of similar import under any Hazardous Materials Law.

(z) "Hazardous Materials Claims" means with respect to the Property (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Borrower or the Property pursuant to any Hazardous Materials Law; and (ii) all claims made or threatened by any third party against Borrower or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials.

(aa) "Hazardous Materials Law" means any federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment, and all amendments thereto as of this date and to be added in the future and any successor statute or rule or regulation promulgated thereto.

(bb) "HUD" has the meaning set forth in Paragraph B of the Recitals.

(cc) "Loan Documents" means this Agreement, the Note, the Regulatory Agreement, and the Deed of Trust.

(dd) "Loan" has the meaning set forth in Paragraph E of the Recitals.

(ee) "Marketing Plan" has the meaning set forth in Section 3.10.

(ff) "NEPA" has the meaning set forth in Paragraph I of the Recitals.

(gg) "Note" means the promissory note of even date herewith that evidences Borrower's obligation to repay the Loan.

(hh) "Operating Reserve Account" has the meaning set forth in Section 4.1(b).

(ii) "Property" has the meaning set forth in Paragraph C of the Recitals.

(jj) "Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants, of even date herewith, between the County and Borrower related to the Loan, to be recorded against the Property.

(kk) "Rehabilitation" has the meaning set forth in Paragraph C of the Recitals.

(ll) "Replacement Reserve Account" has the meaning set forth in Section 4.1(a).

(mm) "Residence" has the meaning set forth in Paragraph C of the Recitals.

(nn) "Residual Receipts" means for each calendar year, the amount by which Gross Revenue exceeds Annual Operating Expenses.

(oo) "Retention Amount" means Ten Thousand Dollars (\$10,000) of the Loan, the disbursement of which is described in Section 2.7.



(pp) "Senior Loan" has the meaning set forth in Section 2.5.

(qq) "Statement of Residual Receipts" means an itemized statement of Residual Receipts.

(rr) "Tenant" means the tenant household that occupies a unit in the Residence.

(ss) "Term" means the period of time that commences on the date of this Agreement, and expires, unless sooner terminated in accordance with this Agreement, on the thirtieth (30th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Term will expire on the thirty-first (31st) anniversary of this Agreement.

(tt) "Transfer" has the meaning set forth in Section 4.15 below.

#### Section 1.2 Exhibits.

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A: Legal Description of the Property  
Exhibit B: Work To Be Performed  
Exhibit C: NEPA Mitigations  
Exhibit D: Approved Development Budget

### ARTICLE 2 LOAN PROVISIONS

#### Section 2.1 Loan.

Upon satisfaction of the conditions set forth in Section 2.6 of this Agreement, the County shall lend to Borrower the Loan for the purposes set forth in Section 2.3 of this Agreement. Borrower's obligation to repay the Loan is evidenced by the Note.

#### Section 2.2 Interest.

(a) Loan. Subject to the provisions of subsection (b) below, simple interest will accrue on the outstanding principal balance of the Loan at a per annum rate of interest equal to one percent (1%), commencing on the date of disbursement.

(b) Default Interest. Upon the occurrence of an Event of a Default, interest on the outstanding principal balance of the Loan will begin to accrue, beginning on the date of such occurrence and continuing until the date the Loan is repaid in full or the Event of Default is cured, at the Default Rate.

Section 2.3    Use of Loan Funds.

Borrower shall use the Loan for rehabilitation costs, consistent with the Approved Development Budget. Borrower may not use the Loan proceeds for any other purposes without the prior written consent of the County.

Section 2.4    Security.

In consideration of the Loan, Borrower shall (i) secure its obligation to repay the Loan, as evidenced by the Note, by executing the Deed of Trust, and cause or permit it to be recorded as a lien against the Property, and (ii) execute the Regulatory Agreement, and cause or permit them to be recorded against the Property.

Section 2.5    Conditions Precedent to Disbursement of Loan Funds.

The disbursements made pursuant to this Section 2.6 may not exceed [loan amount less \$10,000] \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The County is not obligated to disburse any portion of the Loan, or to take any other action under the Loan Documents unless all of the following conditions have been and continue to be satisfied:

- (a)    There exists no Event of Default nor any act, failure, omission or condition that would constitute an Event of Default under this Agreement;
- (b)    Borrower has delivered to the County a copy of a corporate resolution authorizing Borrower to obtain the Loan and all other Approved Financing, and execute the Loan Documents;
- (c)    There exists no material adverse change in the financial condition of Borrower from that shown by the financial statements and other data and information furnished by Borrower to the County prior to the date of this Agreement;
- (d)    Borrower has furnished the County with evidence of the insurance coverage meeting the requirements of Section 4.16 below;
- (e)    Borrower has executed and delivered to the County the Loan Documents and has caused all other documents, instruments, and policies required under the Loan Documents to be delivered to the County;
- (f)    The Deed of Trust and the Regulatory Agreement have been recorded against the Property in the Office of the Recorder of the County of Contra Costa;
- (g)    A title insurer reasonably acceptable to the County is unconditionally and irrevocably committed to issuing an LP-10 2006 ALTA Lender's Policy of title insurance insuring the priority of the Deed of Trust in the amount of the Loan, subject only to such exceptions and exclusions as may be reasonably acceptable to the County, and containing such endorsements as the County may reasonably require. The Borrower shall provide whatever

documentation (including an indemnification agreement), deposits or surety is reasonably required by the title company in order for the County's Deed of Trust to be senior in lien priority to any mechanics liens in connection with any start of construction that has occurred prior to the recordation of the Deed of Trust against the Property in the Office of the Recorder of the County of Contra Costa.

(h) All environmental reviews necessary for the Rehabilitation has been completed, and Borrower has provided the County evidence of planned compliance with all NEPA and CEQA requirements and mitigation measures applicable to construction, and evidence of compliance with all NEPA and CEQA requirements and mitigation measures applicable to preconstruction;

(i) The County has determined the undisbursed proceeds of the Loan, together with other funds or firm commitments for funds that Borrower has obtained in connection with the Rehabilitation, are not less than the amount the County determines is necessary to pay for the Rehabilitation and to satisfy all of the covenants contained in this Agreement and the Regulatory Agreement;

(j) Borrower has obtained all permits and approvals necessary for the Rehabilitation;

(k) The County has received and approved the Bid Package for the subcontractors for the Rehabilitation pursuant to Section 3.2 below;

(l) The County has received and approved the general contractor's construction contract that the Borrower has entered or proposed to enter for the Rehabilitation pursuant to Section 3.3 below;

(m) The County has received and approved labor and material (payment) bonds and performance bonds as required pursuant to Section 3.4 below; and

(n) The County has received a written draw request from Borrower, including: (i) certification that the condition set forth in Section 2.6(a) continues to be satisfied; (ii) certification that the proposed uses of funds is consistent with the Approved Rehabilitation Budget; (iii) the amount of funds needed; and, (iv) where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred. When a disbursement is requested to pay any contractor in connection with the Rehabilitation, the written request must be accompanied by: (1) certification by the Borrower's architect reasonably acceptable to the County that the work for which disbursement is requested has been completed (although the County reserves the right to inspect the Property and make an independent evaluation); and (2) lien releases and/or mechanics lien title insurance endorsements reasonably acceptable to the County.

## Section 2.6 Conditions Precedent to Disbursement of Retention.

The County is not obligated to disburse the Retention Amount unless the following conditions precedent are satisfied:

(a) The County has received a completion report from Borrower setting forth: (i) the income, household size, race, and ethnicity of Tenants of the County-Assisted Units; (ii) and the unit address, unit size, rent amount and utility allowance for all County-Assisted Units;

(b) The County has received a Final Cost Certification for the Rehabilitation from Borrower showing all uses and sources;

(c) The County has received from Borrower copies of the certificate of occupancy or equivalent final permit sign-offs for the Rehabilitation;

(d) The County has received from Borrower current evidence of the insurance coverage meeting the requirements of Section 4.15 below;

(e) The County has received from Borrower a form of Tenant lease;

(f) The County has received from Borrower a Marketing Plan;

(g) The County has received from Borrower evidence of marketing the Residence, such as copies of flyers, list of media ads, list of agencies and organizations receiving information on availability of the units in the Residence, as applicable;

(h) The County has received from Borrower all relevant contract activity information, including compliance with Section 3 and MBE/WBE requirements;

(i) If Borrower was required to comply with relocation requirements, the County has received from Borrower evidence of compliance with all applicable relocation requirements;

(j) The County has received from Borrower evidence of compliance with all NEPA mitigation requirements as set forth in Exhibit C; and

(k) The County has received a written draw request from Borrower, including certification that the condition set forth in Section 2.6(a) continues to be satisfied, and setting forth the proposed uses of funds consistent with the Approved Development Budget, and, where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred. Borrower shall apply the disbursement for the purpose(s) requested.

## Section 2.7 Repayment Schedule.

(a) Annual Payments of Loan. Commencing on April 1, 2019 and on April 1 of each year thereafter during the Term, Borrower shall make a Loan payment in an amount equal to 75 percent of the Residual Receipts (each such payment, an "Annual Payment"). The County shall apply all Annual Payments first, to accrued interest; and second, to principal.

(b) Payment in Full of Loan. Borrower shall pay all outstanding principal and accrued interest on the Loan, in full, on the earliest to occur of: (i) any Transfer other than as permitted pursuant to Section 4.14; (ii) an Event of Default; and (iii) the expiration of the Term.

(c) Prepayment. Borrower may prepay the Loan at any time without premium or penalty. However, the Regulatory Agreement and the Deed of Trust will remain in effect for the entire Term, regardless of any prepayment or Transfer.

## Section 2.8 Reports and Accounting of Residual Receipts.

In connection with the Annual Payment, Borrower shall furnish to the County:

(a) The Statement of Residual Receipts for the relevant period. The first Statement of Residual Receipts will cover the period that begins on January 1, 2019 and ends on December 31st of that same year. Subsequent statements of Residual Receipts will cover the twelve-month period that ends on December 31 of each year;

(b) A statement from the independent public accountant that audited the Borrower's financial records for the relevant period, which statement must confirm that Borrower's calculation of the Lenders' Share of Residual Receipts is accurate based on Gross Revenue and Annual Operating Expenses; and

(c) Any additional documentation reasonably required by the County to substantiate Borrower's calculation of Lenders' Share of Residual Receipts.

The receipt by the County of any statement pursuant to subsection (a) above or any payment by Borrower or acceptance by the County of any Loan repayment for any period does not bind the County as to the correctness of such statement or payment. The County may audit the Residual Receipts and all books, records, and accounts pertaining thereto pursuant to Section 4.7 below.

## Section 2.9 Non-Recourse.

Except as provided below, neither Borrower, nor any partner of Borrower, has any direct or indirect personal liability for payment of the principal of, and interest on, the Loan. Following recordation of the Deed of Trust, the sole recourse of the County with respect to the principal of, or interest on, the Note will be to the property described in the Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability limits or impairs the enforcement of all the rights and remedies of the County against all such security for the Note, or impairs the right of County to assert the unpaid principal amount of the Note as demand for money within the meaning and intent of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation to repay the principal and interest on the Note. Except as hereafter set forth; nothing contained herein is intended to relieve Borrower of its obligation to indemnify the County under

Sections 3.8, 3.9, 4.7(b)(vi), 4.8, and 7.4 of this Agreement, or liability for: (i) loss or damage of any kind resulting from waste, fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by Borrower other than in accordance with the Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

### ARTICLE 3 REHABILITATION OF THE RESIDENCE

#### Section 3.1 Permits and Approvals.

Borrower shall obtain all permits and approvals necessary for the Rehabilitation no later than \_\_\_, 2018, or such later date that the County approves in writing.

#### Section 3.2 Bid Package.

Not later than thirty (30) days prior to Borrower's proposed date for advertising the Bid Package, Borrower shall submit to the County a copy of Borrower's proposed Bid Package. The County's Assistant Deputy Director, Department of Conservation and Development, or his or her designee, shall approve or disapprove the Bid Package within fifteen (15) days after receipt of the Bid Package by the County. If the County rejects the proposed Bid Package the reasons therefore must be given to Borrower. The Borrower will then have fifteen (15) days to revise the proposed Bid Package and resubmit it to the County. The County will then have fifteen (15) days to review and approve Borrower's new or corrected Bid Package. The provisions of this Section will continue to apply until a proposed Bid Package has been approved by the County. Borrower may not publish a proposed Bid Package until it has been approved by the County.

#### Section 3.3 Construction Contract.

(a) Not later than fifteen (15) days prior to the proposed Commencement of Construction, Borrower shall submit to the County for its approval a draft of the proposed construction contract for the Rehabilitation. All construction work and professional services are to be performed by persons or entities licensed or otherwise authorized to perform the applicable construction work or service in the State of California. Each contract that Borrower enters for rehabilitation of the Development is to provide that at least ten percent (10%) of the costs incurred will be payable only upon completion of the rehabilitation, subject to early release of retention for specified subcontractors upon approval by the County. The construction contract will include all applicable CDBG requirements set forth in Section 4.8 below. The County's approval of the construction contract may not be deemed to constitute approval of or concurrence with any term or condition of the construction contract except as such term or condition may be required by this Agreement.

(b) Upon receipt by the County of the proposed construction contract,

the County shall promptly review same and approve or disapprove it within ten (10) days. If the construction contract is not approved by the County, the County shall set forth in writing and notify Borrower of the County's reasons for withholding such approval. Borrower shall thereafter submit a revised construction contract for County approval, which approval is to be granted or denied in ten (10) days in accordance with the procedures set forth above. Any construction contract executed by Borrower for the Development is to be in the form approved by the County.

#### Section 3.4 Commencement of Construction.

Borrower shall cause the Commencement of Construction to occur no later than April 1, 2018, or such later date that the County approves in writing. For the purposes of this Agreement, "Commencement of Construction" means the date work is set to begin on the Rehabilitation, as set forth in the notice to proceed issued by Borrower to Borrower's general contractor.

#### Section 3.5 Completion of Construction.

Borrower shall diligently prosecute the Rehabilitation to completion, and shall cause the Rehabilitation to be completed no later than June 30, 2018 or such later date that the County approves in writing.

#### Section 3.6 Changes; Construction Pursuant to Plans and Laws.

(a) Changes. Borrower shall perform the Rehabilitation in conformance with (i) the plans and specifications approved by the City's Building Inspection Department, and (ii) the Approved Rehabilitation Budget. Borrower shall notify the County in a timely manner of any changes in the work required to be performed under this Agreement, including any additions, changes, or deletions to the plans and specifications approved by the City. Written authorization from the County must be obtained before any of the following changes, additions, or deletions in work may be performed: (i) any change in the work the cost of which exceeds Fifteen Thousand Dollars (\$15,000); or (ii) any set of changes in the work the cost of which cumulatively exceeds Twenty-Five Thousand Dollars (\$25,000) or ten percent (10%) of the Loan amount, whichever is less; or (iii) any material change in building materials or equipment, specifications, or the structural or architectural design or appearance of the Residence as provided for in the plans and specifications approved by the County. The County's consent to any additions, changes, or deletions to the work does not relieve or release Borrower from any other obligations under this Agreement, or relieve or release Borrower or its surety from any surety bond.

(b) Compliance with Laws. Borrower shall cause all work performed in connection with the Rehabilitation to be performed in compliance with:

(i) all applicable laws, codes, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter; and

(ii) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. Borrower may permit the work to proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and Borrower is responsible to the County for the procurement and maintenance thereof.

Section 3.7 State Prevailing Wages.

(a) To the extent required by applicable law, Borrower shall:

(i) pay, and shall cause any consultants or contractors to pay, prevailing wages in performing the Rehabilitation as those wages are determined pursuant to California Labor Code Sections 1720 et seq.;

(ii) cause any consultants or contractors to employ apprentices as required by California Labor Code Section 1777.5 et seq., and the implementing regulations of the Department of Industrial Relations (the "DIR"), and to comply with the other applicable provisions of California Labor Code Sections 1720 et seq., 1777.5 et seq., and implementing regulations of the DIR;

(iii) keep and retain, and shall cause any consultants and contractors to keep and retain, such records as are necessary to determine if such prevailing wages have been paid as required pursuant to California Labor Code Section 1720 et seq., and apprentices have been employed are required by California Labor Code Section 1777.5 et seq.;

(iv) post at the Property, or shall cause the contractor to post at the Property, the applicable prevailing rates of per diem wages. Copies of the currently applicable current per diem prevailing wages are available from DIR;

(v) cause contractors and subcontractors performing the Rehabilitation to be registered as set forth in California Labor Code Section 1725.5;

(vi) cause its contractors and subcontractors, in all calls for bids, bidding materials and the construction contract documents for the Rehabilitation to specify that:

(1) no contractor or subcontractor may be listed on a bid proposal nor be awarded a contract for the Rehabilitation unless registered with the DIR pursuant to California Labor Code Section 1725.5; and

(2) the Rehabilitation is subject to compliance monitoring and enforcement by the DIR.

(vii) provide the County all information required by California Labor Code Section 1773.3 as set forth in the DIR's online form PWC-100 within 2 days of the



award of any contract (<https://www.dir.ca.gov/pwc100ext/>);

(viii) cause its contractors to post job site notices, as prescribed by regulation by the DIR; and

(ix) cause its contractors to furnish payroll records required by California Labor Code Section 1776 directly to the Labor Commissioner, at least monthly in the electronic format prescribed by the Labor Commissioner.

(b) Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its contractor and subcontractors) to pay prevailing wages as determined pursuant to California Labor Code Section 1720 et seq., to employ apprentices pursuant to California Labor Code Section 1777.5 et seq., to meet the conditions of California Labor Code Section 1771.4, and implementing regulations of the DIR, or to comply with the other applicable provisions of California Labor Code Sections 1720 et seq., 1777.5 et seq., and 1771.4, and the implementing regulations of the DIR, in connection with the rehabilitation of the Development or any other work undertaken or in connection with the Property. The requirements in this Section survive the repayment of the Loan, and the re-conveyance of the Deed of Trust.

### Section 3.8 Accessibility.

Borrower shall perform the Rehabilitation in compliance with all applicable federal and state disabled persons accessibility requirements including but not limited to the Federal Fair Housing Act; Section 504 of the Rehabilitation Act of 1973 ("Section 504"); Title II and/or Title III of the Americans with Disabilities Act; and Title 24 of the California Code of Regulations (collectively, the "Accessibility Requirements"). Non-substantial alterations must comply with 24 C.F.R. 8.23(b). In compliance with Section 504 Borrower shall provide the County with a certification from the architect that to the best of the architect's knowledge, the Residence complies with all federal and state accessibility requirements applicable to the Residence. Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its architect, contractor and subcontractors) to perform the Rehabilitation in accordance with the Accessibility Requirements. The requirements in this Subsection survive repayment of the Loan and the re-conveyance of the Deed of Trust.

### Section 3.9 Marketing Plan.

(a) No later than six (6) months prior to the date the Rehabilitation is projected to be complete, Borrower shall submit to the County for approval its plan for marketing the Residence to income-eligible households as required by the Regulatory Agreement (the "Marketing Plan").

(b) Upon receipt of the Marketing Plan, the County will promptly review the Marketing Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Marketing Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Marketing Plan within fifteen (15) days of notification of the County's disapproval. Borrower shall follow this procedure for resubmission of a revised Marketing Plan until the Marketing Plan is approved by the County. If the Borrower does not submit a revised Marketing Plan that is approved by the County at least three (3) months prior to the date completion of the Rehabilitation is projected to be complete, Borrower will be in default of this Agreement.

#### Section 3.10 Equal Opportunity.

During the performance of the Rehabilitation, discrimination on the basis of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin, ancestry, or disability in the hiring, firing, promoting, or demoting of any person engaged in the construction work is not allowed.

#### Section 3.11 Minority and Women-Owned Contractors.

Borrower shall use its best efforts to afford minority-owned and women-owned business enterprises the maximum practicable opportunity to participate in the Rehabilitation. Borrower shall, at a minimum, notify applicable minority-owned and women-owned business firms located in Contra Costa County of bid opportunities for the Rehabilitation. A listing of minority-owned and women-owned businesses located in the County and neighboring counties is available from the County. Documentation of such notifications must be maintained by Borrower and available to the County upon request.

#### Section 3.12 Progress Reports.

Until the Completion Date, Borrower shall provide the County with quarterly progress reports regarding the status of the Rehabilitation, including a certification that the actual construction costs to date conform to the Approved Rehabilitation Budget, as it may be amended from time to time pursuant to Section 3.17 below.

#### Section 3.13 Construction Responsibilities.

(a) Borrower is responsible for the coordination and scheduling of the work to be performed so that commencement and completion of the Rehabilitation takes place in accordance with this Agreement.

(b) Borrower is solely responsible for all aspects of Borrower's conduct in connection with the Rehabilitation, including (but not limited to) the quality and suitability of the plans and specifications, the supervision of construction work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by the County with reference to the Rehabilitation is solely for the purpose of

determining whether Borrower is properly discharging its obligations to the County, and may not be relied upon by Borrower or by any third parties as a warranty or representation by the County as to the quality of the design or end result.

Section 3.14 Mechanics Liens, Stop Notices, and Notices of Completion.

(a) If any claim of lien is filed against the Property or a stop notice affecting the Loan is served on the County or any other lender or other third party in connection with the Rehabilitation, then Borrower shall, within twenty (20) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the County a surety bond in sufficient form and amount, or provide the County with other assurance satisfactory to the County that the claim of lien or stop notice will be paid or discharged.

(b) If Borrower fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section, then in addition to any other right or remedy, the County may (but is under no obligation to) discharge such lien, encumbrance, charge, or claim at Borrower's expense. Alternately, the County may require Borrower to immediately deposit with the County the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The County may use such deposit to satisfy any claim or lien that is adversely determined against Borrower.

(c) Borrower shall file a valid notice of cessation or notice of completion upon cessation of construction work on the Rehabilitation for a continuous period of thirty (30) days or more, and take all other steps necessary to forestall the assertion of claims of lien against the Property. Borrower authorizes the County, but the County has no obligation, to record any notices of completion or cessation of labor, or any other notice that the County deems necessary or desirable to protect its interest in the Property.

Section 3.15 Inspections.

Borrower shall permit and facilitate, and shall require its contractors to permit and facilitate, observation and inspection of the Property by the County and by public authorities during reasonable business hours during the Term, for the purposes of determining compliance with this Agreement.

Section 3.16 Approved Development Budget; Revisions to Budget.

As of the date of this Agreement, the County has approved the Approved Rehabilitation Budget set forth in Exhibit D. Borrower shall submit any required amendments to the Approved Rehabilitation Budget to the County for approval within five (5) days after the date Borrower receives information indicating that actual costs of the Rehabilitation vary or will vary from the costs shown on the Approved Rehabilitation Budget. Written consent of the County will be required to amend the Approved Rehabilitation Budget.

Section 3.17 NEPA Mitigation Requirements.

Borrower shall comply with any applicable lead or asbestos requirements.

ARTICLE 4 LOAN REQUIREMENTS

Section 4.1 Reserve Accounts.

(a) Replacement Reserve Account. Borrower shall establish and maintain an account that is available for capital expenditures for repairs and replacement necessary to maintain the Property in the condition required by the Loan Documents (the "Replacement Reserve Account"). Borrower shall make annual deposits to the Replacement Reserve Account in the amounts \_\_\_\_\_. In no event shall the annual amount deposited in the Replacement Reserve Account exceed Five Thousand Dollars (\$5,000) per unit, increasing by the applicable consumer price index every five (5) years, or such greater amount approved by the County.

(b) Operating Reserve Account. Borrower shall establish and maintain an account that is available to fund operating deficits (which is the amount by which Annual Operating Expenses exceed Gross Revenue for any period) (the "Operating Reserve Account"). Borrower shall capitalize the Operating Reserve Account with three months of Annual Operating Expenses. In no event may the amount held in the Operating Reserve Account exceed six (6) months gross rent from the Residence (as such rent may vary from time to time).

Section 4.2 Financial Accountings and Post-Completion Audits.

No later than ninety (90) days following completion of the Rehabilitation, Borrower shall provide to the County for its review and approval a financial accounting of all sources and uses of funds for the Rehabilitation.

Section 4.3 Approval of Annual Operating Budget.

At the beginning of each year of the Term, Borrower shall provide to the County an annual budget for the operation of the Residence. The County may request additional information to assist the County in evaluating the financial viability of the Residence. Unless rejected by the County in writing within thirty (30) days after receipt of the budget, the budget will be deemed accepted. If rejected by the County in whole or in part, Borrower shall submit a new or corrected budget within thirty (30) calendar days after notification of the County's rejection and the reasons therefor. The provisions of this Section relating to time periods for resubmission of new or corrected budgets will continue to apply until such budget has been approved by the County.

Section 4.4 Information.

Borrower shall provide any information reasonably requested by the County in connection with the Property, including (but not limited to) any information required by HUD in

connection with Borrower's use of the Loan funds.

Section 4.5 Records.

(a) Borrower shall keep and maintain at the principal place of business of the Borrower set forth in Section 7.9 below, or elsewhere with the County's written consent, full, complete and appropriate books, records and accounts relating to the Property including all books, records and accounts necessary or prudent to evidence and substantiate in full detail Borrower's calculation of Residual Receipts and disbursements of Residual Receipts. Borrower shall cause all books, records and accounts relating to its compliance with the terms, provisions, covenants and conditions of this Agreement to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and to be consistent with requirements of this Agreement. Borrower shall cause all books, records, and accounts to be open to and available for inspection and copying by HUD, the County, its auditors or other authorized representatives at reasonable intervals during normal business hours. Borrower shall cause copies of all tax returns and other reports that Borrower may be required to furnish to any government agency to be open for inspection by the County at all reasonable times at the place that the books, records and accounts of Borrower are kept. Borrower shall preserve such records for a period of not less than five (5) years after their creation in compliance with all HUD records and accounting requirements. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the Loan is pending at the end of the record retention period stated herein, then Borrower shall retain the records until such action and all related issues are resolved. Borrower shall cause the records to include all invoices, receipts, and other documents related to expenditures from the Loan funds. Borrower shall cause records to be accurate and current and in a form that allows the County to comply with the record keeping requirements contained in 24 C.F.R. 570.506. Such records are to include but are not limited to:

(i) Records providing a full description of the activities undertaken with the use of the Loan funds;

(ii) Records demonstrating the eligibility of activities under the CDBG Regulations set forth in 24 C.F.R. 570 et seq., and that use of the CDBG Funds meets one of the national objectives of the CDBG program set forth in 24 C.F.R. Section 570.208;

(iii) Records demonstrating compliance with the HUD property standards and lead-based paint requirements;

(iv) Records documenting compliance with the fair housing, equal opportunity, and affirmative fair marketing requirements;

(v) Financial records as required by 24 C.F.R. 570.502, and 2 C.F.R. Part 200;

(vi) Records demonstrating compliance with the CDBG marketing, tenant selection, affordability, and income requirements;

(vii) Records demonstrating compliance with MBE/WBE requirements;

(viii) Records demonstrating compliance with 24 C.F.R. Part 135 which implements Section 3 of the Housing Development Act of 1968;

(ix) Records demonstrating compliance with applicable relocation requirements, which must be retained for at least five (5) years after the date by which persons displaced from the property have received final payments; and

(x) Records demonstrating compliance with labor requirements including certified payrolls from Borrower's general contractor evidencing that applicable prevailing wages have been paid.

(b) The County shall notify Borrower of any records it deems insufficient. Borrower has fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the County in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Borrower must begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

#### Section 4.6 County Audits.

(a) Each year, Borrower shall provide the County with a copy of Borrower's annual audit, which is to include information on all of Borrower's activities and not just those pertaining to the Development. Borrower shall also follow the applicable audit requirements of 2 C.F.R. Part 200.

(b) In addition, the County may, at any time, audit all of Borrower's books, records, and accounts pertaining to the Development including but not limited to the Residual Receipts of the Residence. Any such audit is to be conducted during normal business hours at the principal place of business of Borrower and wherever records are kept. Immediately after the completion of an audit, the County shall deliver a copy of the results of the audit to Borrower.

(c) If it is determined as a result of an audit that there has been a deficiency in a loan repayment to the County then such deficiency will become immediately due and payable, with interest at the Default Rate from the date the deficient amount should have been paid. In addition, if the audit determines that Residual Receipts have been understated for any year by the greater of: (i) Two Thousand Five Hundred Dollars (\$2,500); and (ii) an amount that exceeds five percent (5%) of the Residual Receipts, then, in addition to paying the deficiency with interest, Borrower shall pay all of the County's costs and expenses connected with the audit and review of Borrower's accounts and records.

#### Section 4.7 CDBG Requirements.

(a) Borrower shall comply with all applicable laws and regulations governing the use of the CDBG Funds as set forth in 24 C.F.R. Part 570, including the requirements of the Regulatory Agreement and CDBG Project Agreement. In the event of any conflict between this Agreement and applicable laws and regulations governing the use of the Loan funds, the applicable laws and regulations govern.

(b) The laws and regulations governing the use of the Loan funds include (but are not limited to) the following:

(i) Environmental and Historic Preservation. 24 C.F.R. Part 58, which prescribes procedures for compliance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321-4361), and the additional laws and authorities listed at 24 C.F.R. 58.5;

(ii) Applicability of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The applicable policies, guidelines, and requirements of 2 C.F.R. Part 200;

(iii) Debarred, Suspended or Ineligible Contractors. The prohibition on the use of debarred, suspended, or ineligible contractors set forth in 24 C.F.R. Part 24;

(iv) Civil Rights, Housing and Community Development, and Age Discrimination Acts. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973 (29 USC 794, et seq.); the Age Discrimination Act of 1975 (42 USC 6101, et seq.); Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 C.F.R. Part 107; Executive Order 11246 as amended by Executive Orders 11375, 12086, 11478, 12107; Executive Order 11625 as amended by Executive Order 12007; Executive Order 12432; Executive Order 12138 as amended by Executive Order 12608;

(v) Lead-Based Paint. The requirement of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4851 et seq.), and implementing regulations at 24 C.F.R. Part 35;

(vi) Relocation. The requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), and implementing regulations at 49 C.F.R. Part 24; 24 C.F.R. 570.606; Section 104(d) of the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. 42 et seq.; and California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Sections 6000 et seq. If and to the extent that the Rehabilitation results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, then Borrower shall comply with all applicable local, state, and federal statutes and regulations with respect to relocation planning, advisory assistance, and

payment of monetary benefits. Borrower shall prepare and submit a relocation plan to the County for approval. Borrower is solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws. Borrower shall indemnify, defend (with counsel reasonably chosen by the County), and hold harmless the County against all claims that arise out of relocation obligations to residential tenants, homeowners, or businesses permanently or temporarily displaced by the Rehabilitation;

(vii) Discrimination against the Disabled. The requirements of the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and federal regulations issued pursuant thereto, which prohibit discrimination against the disabled in any federally assisted program, the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and the applicable requirements of Title II and/or Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131 et seq.), and federal regulations issued pursuant thereto;

(viii) Clean Air and Water Acts. The Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 1500, as amended from time to time;

(ix) Uniform Administrative Requirements. The provisions of 24 C.F.R. 570.502 regarding cost and auditing requirements;

(x) Training Opportunities. The requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"), requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the areas of the project. Borrower agrees to include the following language in all subcontracts executed under this Agreement:

(1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(2) The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining



agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause; and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

(5) The contractor will certify that any vacant employment positions, including training positions, that are filled (A) after the contractor is selected but before the contract is executed, and (B) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.

(6) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(7) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

(xi) Labor Standards. The labor requirements set forth in 24 C.F.R. 570.603; the prevailing wage requirements of the Davis-Bacon Act and implementing rules and regulations (40 U.S.C. 3141-3148); the Copeland "Anti-Kickback" Act (40 U.S.C. 276(c)) which requires that workers be paid at least once a week without any deductions or rebates except permissible deductions; the Contract Work Hours and Safety Standards Act – CWHSSA (40 U.S.C. 3701-3708) which requires that workers receive "overtime" compensation at a rate of 1-1/2 times their regular hourly wage after they have worked forty (40) hours in one (1) week; and Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5 are the

regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended;

(xii) Drug Free Workplace. The requirements of the Drug Free Workplace Act of 1988 (P.L. 100-690) and implementing regulations at 24 C.F.R. Part 24;

(xiii) Anti-Lobbying; Disclosure Requirements. The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 C.F.R. Part 87;

(xiv) Historic Preservation. The historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. Section 470) and the procedures set forth in 36 C.F.R. Part 800. If archeological, cultural, or historic period resources are discovered during construction, all construction work must come to a halt and Borrower shall immediately notify the County. Borrower shall not alter or move the discovered material(s) until all appropriate procedures for "post-review discoveries" set forth in Section 106 of the National Historic Preservation Act have taken place, which include, but are not limited to, consultation with the California State Historic Preservation Officer and evaluation of the discovered material(s) by a qualified professional archeologist;

(xv) Flood Disaster Protection. The requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) (the "Flood Act"). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of the Flood Act, for use in an area identified by HUD as having special flood hazards which is not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of the Flood Act. The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program is subject to the mandatory purchase of flood insurance requirements of Section 102(a) of the Flood Act. If the Property is located in an area identified by HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 *et seq.*, the property owner and its successors or assigns must obtain and maintain, during the ownership of the Property, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under -Section 102(s) of the Flood Act. Such provisions are required notwithstanding the fact that the construction on the Property is not itself funded with assistance provided under this Agreement.

(xvi) Religious Organizations. If the Borrower is a religious organization, as defined by the CDBG requirements, the Borrower shall comply with all conditions prescribed by HUD for the use of CDBG Funds by religious organizations, including the First Amendment of the United States Constitution regarding church/state principles and the applicable constitutional prohibitions set forth in 24 C.F.R. 570.200(j);

(xvii) Violence Against Women. The requirements of the Violence Against Women Reauthorization Act of 2013 (Pub. L. 113-4, 127 Stat. 54) applicable to HUD-funded programs; and

(xviii) HUD Regulations. Any other HUD regulations present or as may be amended, added, or waived in the future pertaining to the Loan funds.

Section 4.8 Hazardous Materials.

(a) Borrower shall keep and maintain the Property (including but not limited to, soil and ground water conditions) in compliance with all Hazardous Materials Laws and may not cause or permit the Property to be in violation of any Hazardous Materials Law. Borrower may not cause or permit the use, generation, manufacture, storage or disposal of on, under, or about the Property or transportation to or from the Property of any Hazardous Materials, except such of the foregoing as may be customarily used in construction of structures like the Residence or kept and used in and about residential property of this type.

(b) Borrower shall immediately advise the County in writing if at any time it receives written notice of any Hazardous Materials Claims, and Borrower's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" (as defined in California Health and Safety Code Section 25117.4) under the provision of California Health and Safety Code, Section 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

(c) The County has the right to join and participate in, as a party if it so elects, and be represented by counsel acceptable to the County (or counsel of its own choice if a conflict exists with Borrower) in any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Borrower.

(d) Borrower shall indemnify and hold harmless the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, fine, penalty, judgment, award, settlement, expense or liability, directly or indirectly arising out of or attributable to: (i) any actual or alleged past or present violation of any Hazardous Materials Law; (ii) any Hazardous Materials Claim; (iii) any actual or alleged past or present use, generation, manufacture, storage, release, threatened release, discharge, disposal, transportation, or presence of Hazardous Materials on, under, or about the Property; (iv) any investigation, cleanup, remediation, removal, or restoration work of site conditions of the Property relating to Hazardous Materials (whether on the Property or any other property); and (v) the breach of any representation of warranty by or covenant of Borrower in this Section 4.8, and Section 5.1(l). Such indemnity shall include, without limitation: (x) all consequential damages; (y) the costs of any required or necessary investigation, repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (z) all reasonable costs and expenses incurred by the County in connection with clauses (x) and (y), including but not limited to reasonable attorneys' fees and consultant fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this

indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property, (2) loss or restriction of use of rentable space on the Property, (3) adverse effect on the marketing of any rental space on the Property, and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify will survive termination of this Agreement and will not be diminished or affected in any respect as a result of any notice, disclosure, knowledge, if any, to or by the County of Hazardous Materials.

(e) Without the County's prior written consent, which will not be unreasonably withheld, Borrower may not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in the County's judgment, impair the value of the County's security hereunder; provided, however, that the County's prior consent is not necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain the County's consent before taking such action, provided that in such event Borrower shall notify the County as soon as practicable of any action so taken. The County agrees not to withhold its consent, where such consent is required hereunder, if: (i) a particular remedial action is ordered by a court of competent jurisdiction; (ii) Borrower will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Borrower establishes to the satisfaction of the County that there is no reasonable alternative to such remedial action which would result in less impairment of the County's security hereunder; or (iv) the action has been agreed to by the County.

(f) Borrower hereby acknowledges and agrees that: (i) this Section is intended as the County's written request for information (and Borrower's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5; and (ii) each representation and warranty in this Agreement (together with any indemnity obligation applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Property is intended by the Parties to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

(g) In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the County's or the trustee's rights and remedies under the Deed of Trust, the County may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to: (i) waive its lien on such environmentally impaired or affected portion of the Property; and (ii) exercise, (1) the rights and remedies of an unsecured creditor, including reduction of its claim against Borrower to judgment, and (2) any other rights and remedies permitted by law. For purposes of determining the County's right to proceed as an unsecured creditor under California Code of

Civil Procedure Section 726.5(a), Borrower will be deemed to have willfully permitted or acquiesced in a release or threatened release of Hazardous Materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of Hazardous Materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and Borrower knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the County in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the Default Rate, until paid, will be added to the indebtedness secured by the Deed of Trust and is due and payable to the County upon its demand made at any time following the conclusion of such action.

#### Section 4.9 Maintenance; Damage and Destruction.

(a) During the course of both rehabilitation and operation of the Residence, Borrower shall maintain the Residence and the Property in good repair and in a neat, clean and orderly condition. If there arises a condition in contravention of this requirement, and if Borrower has not cured such condition within thirty (30) days after receiving a County notice of such a condition, then in addition to any other rights available to the County, the County may perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Property, subject to the provisions provided in subsection (b) below.

(b) Subject to the requirements of senior lenders, and if economically feasible in the County's judgment after consultation with Borrower, if any improvement now or in the future on the Property is damaged or destroyed, then Borrower shall, at its cost and expense, diligently undertake to repair or restore such improvement consistent with the plans and specifications approved by the County with such changes as have been approved by the County. Such work or repair is to be commenced no later than the later of one hundred twenty (120) days, or such longer period approved by the County in writing, after the damage or loss occurs or thirty (30) days following receipt of the insurance proceeds, and is to be complete within one (1) year thereafter. Any insurance proceeds collected for such damage or destruction are to be applied to the cost of such repairs or restoration and, if such insurance proceeds are insufficient for such purpose, then Borrower shall make up the deficiency. If Borrower does not promptly make such repairs then any insurance proceeds collected for such damage or destruction are to be promptly delivered by Borrower to the County as a special repayment of the Loan, subject to the rights of the senior lenders, if any.

#### Section 4.10 Fees and Taxes.

Borrower is solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Residence, and shall pay such charges prior to delinquency. However, Borrower is not required to pay and discharge any such charge so long as: (i) the legality thereof is being contested diligently and in good faith and by appropriate proceedings; and (ii) if requested by the County, Borrower deposits with the County any funds or other forms of assurance that the County in

good faith from time to time determines appropriate to protect the County from the consequences of the contest being unsuccessful.

Section 4.11 Notice of Litigation.

Borrower shall promptly notify the County in writing of any litigation that has the potential to materially affect Borrower or the Property and of any claims or disputes that involve a material risk of such litigation.

Section 4.12 Operation of Development as Affordable Housing.

Borrower shall operate the Residence as affordable housing consistent with: (i) HUD's requirements for use of CDBG Funds; (ii) the Regulatory Agreement; and (iii) any other regulatory requirements imposed on Borrower.

Section 4.13 Nondiscrimination.

(a) Borrower covenants by and for itself and its successors and assigns that there will be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age (except for lawful senior housing in accordance with state and federal law), familial status, disability, sex, sexual orientation, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor may Borrower or any person claiming under or through Borrower establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property. The foregoing covenant will run with the land.

(b) Nothing in this Section prohibits Borrower from requiring County-Assisted Units in the Development to be available to and occupied by income eligible households in accordance with the Regulatory Agreement.

Section 4.14 Transfer.

(a) For purposes of this Agreement, "Transfer" means any sale, assignment, or transfer, whether voluntary or involuntary, of: (i) any rights and/or duties under this Agreement; and/or (ii) any interest in the Property, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Property is transferred and Borrower retains title. The term "Transfer" excludes the leasing of any single unit in the Residence to an occupant in compliance with the Regulatory Agreement.

(b) Except as otherwise permitted in this Section 4.14, no Transfer is permitted without the prior written consent of the County, which the County may withhold in its sole discretion. The Loan will automatically accelerate and be due in full upon any Transfer made without the prior written consent of the County.

Section 4.15 Insurance Requirements.

(a) Borrower shall maintain the following insurance coverage throughout the Term of the Loan:

(i) Workers' Compensation insurance to the extent required by law, including Employer's Liability coverage, with limits not less than One Million Dollars (\$1,000,000) each accident.

(ii) Commercial General Liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations.

(iii) Automobile Liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable.

(iv) Builders' Risk insurance during the course of construction, and upon completion of construction, property insurance covering the Residence, in form appropriate for the nature of such property, covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the County, naming the County as a Loss Payee, as its interests may appear. Flood insurance must be obtained if required by applicable federal regulations.

(v) Commercial crime insurance covering all officers and employees, for loss of Loan proceeds caused by dishonesty, in an amount approved by the County, naming the County a Loss Payee, as its interests may appear.

(b) Borrower shall cause any general contractor, agent, or subcontractor working on the Development under direct contract with Borrower or subcontract to maintain insurance of the types and in at least the minimum amounts described in subsections (i), (ii), and (iii) above, except that the limit of liability for commercial general liability insurance for subcontractors must be One Million Dollars (\$1,000,000), and must require that such insurance will meet all of the general requirements of subsections (d) and (e) below.

(c) The required insurance must be provided under an occurrence form, and Borrower shall maintain the coverage described in subsection (a) continuously throughout the Term. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit must be three times the occurrence limits specified above.

(d) Commercial General Liability, Automobile Liability and Property insurance policies must be endorsed to name as an additional insured the County and its officers,

agents, employees and members of the County Board of Supervisors.

(e) All policies and bonds are to contain: (i) the agreement of the insurer to give the County at least thirty (30) days' notice prior to cancellation (including, without limitation, for non-payment of premium) or any material change in said policies; (ii) an agreement that such policies are primary and non-contributing with any insurance that may be carried by the County; (iii) a provision that no act or omission of Borrower shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained; and (iv) a waiver by the insurer of all rights of subrogation against the County and its authorized parties in connection with any loss or damage thereby insured against.

#### Section 4.16 Anti-Lobbying Certification.

(a) Borrower certifies, to the best of Borrower's knowledge or belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(b) This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and no more than One Hundred Thousand Dollars (\$100,000) for such failure.

#### Section 4.17 Covenants Regarding Approved Financing.

(a) Borrower shall promptly pay the principal and interest when due on any Approved Financing.

(b) Borrower shall promptly notify the County in writing of the existence of any default under any documents evidencing Approved Financing whether or not a default has been declared by the lender, and provide the County copies of any notice of default.



(c) Borrower may not amend, modify, supplement, cancel or terminate any documents related to any loan that is part of the Approved Financing without the prior written consent of the County except for amendments solely to effectuate Transfers permitted under Section 4.14 above.

(d) Borrower may not incur any indebtedness of any kind other than Approved Financing or encumber the Property with any liens (other than liens for Approved Financing approved by the County) without the prior written consent of the County.

(e) Borrower may not enter into any contracts with provisions that conflict with the provisions of this Agreement, including, without limitation, the Residual Receipts payment provisions of Section 2.8 above.

## ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF BORROWER

### Section 5.1 Representations and Warranties.

Borrower hereby represents and warrants to the County as follows and acknowledges, understands, and agrees that the representations and warranties set forth in this Article 5 are deemed to be continuing during all times when any portion of the Loan remains outstanding:

(a) Organization. Borrower is duly organized, validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.

(b) Authority of Borrower. Borrower has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Borrower, and all actions required under Borrower's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(d) Valid Binding Agreements. The Loan Documents and all other documents or instruments executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of Borrower enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of the Loan Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will: (i) conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever that is binding on Borrower, or conflict with any provision of the organizational documents of Borrower, or conflict with any agreement to which Borrower is a party; or (ii) result in the creation or imposition of any lien upon any assets or property of Borrower, other than liens established pursuant hereto.

(f) Compliance with Laws; Consents and Approvals. The Rehabilitation will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies and with all applicable directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of any such government or agency.

(g) Pending Proceedings. Borrower is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Borrower, threatened against or affecting Borrower or the Development, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Borrower, materially affect Borrower's ability to repay the Loan or impair the security to be given to the County pursuant hereto.

(h) Title to Land. At the time of recordation of the Deed of Trust, Borrower will have good and marketable fee title to the Development and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than liens for current real property taxes and liens in favor of the County or approved in writing by the County.

(i) Financial Statements. The financial statements of Borrower and other financial data and information furnished by Borrower to the County fairly and accurately present the information contained therein. As of the date of this Agreement, there has not been any material adverse change in the financial condition of Borrower from that shown by such financial statements and other data and information.

(j) Sufficient Funds. Borrower holds sufficient funds and/or binding commitments for sufficient funds to complete the acquisition of the Property and the rehabilitation of the Development in accordance with the terms of this Agreement.

(k) Taxes. Borrower and its subsidiaries have filed all federal and other material tax returns and reports required to be filed, and have paid all federal and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their income or the Property otherwise due and payable, except those that are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles. There is no proposed tax assessment

against Borrower or any of its subsidiaries that could, if made, be reasonably expected to have a material adverse effect on the property, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of Borrower and its subsidiaries, taken as a whole, or which could result in (i) a material impairment of the ability of Borrower to perform under any loan document to which it is a party, or (ii) a material adverse effect upon the legality, validity, binding effect or enforceability against Borrower of any Loan Document.

(l) Hazardous Materials. To the best of Borrower's knowledge, except as disclosed in writing by Borrower to the County prior to the date of this Agreement: (i) no Hazardous Material has been disposed of, stored on, discharged from, or released to or from, or otherwise now exists in, on, under, or around, the Property; (ii) neither the Property nor Borrower is in violation of any Hazardous Materials Law; and (iii) neither the Property nor Borrower is subject to any existing, pending or threatened Hazardous Materials Claims.

## ARTICLE 6 DEFAULT AND REMEDIES

### Section 6.1 Events of Default.

Any one or more of the following constitutes an "Event of Default" by Borrower under this Agreement:

(a) Failure to Construct. If Borrower fails to obtain permits, or to commence and prosecute the Rehabilitation to completion, within the times set forth in Article 3 above.

(b) Failure to Make Payment. If Borrower fails to make any payment when such payment is due pursuant to the Loan Documents.

(c) Breach of Covenants. If Borrower fails to duly perform, comply with, or observe any other condition, term, or covenant contained in this Agreement (other than as set forth in Section 6.1(a) and Section 6.1(b), and Section 6.1(d) through Section 6.1(l)), or in any of the other Loan Documents, and Borrower fails to cure such default within thirty (30) days after receipt of written notice thereof from the County to Borrower.

(d) Default Under Other Loans. If a default is declared under any other financing for the Development by the lender of such financing and such default remains uncured following any applicable notice and cure period.

(e) Insolvency. If a court having jurisdiction makes or enters any decree or order: (i) adjudging Borrower to be bankrupt or insolvent; (ii) approving as properly filed a petition seeking reorganization of Borrower, or seeking any arrangement for Borrower under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction; (iii) appointing a receiver, trustee, liquidator, or assignee of Borrower in bankruptcy or insolvency or for any of their properties; (iv) directing the winding up or liquidation of Borrower if any such decree or order described in clauses (i) to (iv), inclusive, is unstayed or undischarged for a period of ninety (90) calendar days; or (v) Borrower

admits in writing its inability to pay its debts as they fall due or will have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive. The occurrence of any of the Events of Default in this paragraph will act to accelerate automatically, without the need for any action by the County, the indebtedness evidenced by the Note.

(f) Assignment; Attachment. If Borrower assigns its assets for the benefit of its creditors or suffers a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon is returned or released within ninety (90) calendar days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution. The occurrence of any of the events of default in this paragraph shall act to accelerate automatically, without the need for any action by the County, the indebtedness evidenced by the Note.

(g) Suspension; Termination. If Borrower voluntarily suspends its business or, the partnership is dissolved or terminated, other than a technical termination of the partnership for tax purposes.

(h) Liens on Property and the Development. If any claim of lien (other than liens approved in writing by the County) is filed against the Development or any part thereof, or any interest or right made appurtenant thereto, or the service of any notice to withhold proceeds of the Loan and the continued maintenance of said claim of lien or notice to withhold for a period of twenty (20) days, without discharge or satisfaction thereof or provision therefor (including, without limitation, the posting of bonds) satisfactory to the County.

(i) Condemnation. If there is a condemnation, seizure, or appropriation of all or the substantial part of the Property.

(j) Unauthorized Transfer. If any Transfer occurs other than as permitted pursuant to Section 4.14.

(k) Representation or Warranty Incorrect. If any Borrower representation or warranty contained in this Agreement, or in any application, financial statement, certificate, or report submitted to the County in connection with any of the Loan Documents, proves to have been incorrect in any material respect when made.

(l) Applicability to General Partner. The occurrence of any of the events set forth in Section 6.1 (e), through Section 6.1 (g) in relation to Borrower's managing general partner, unless the removal and replacement of the Borrower's managing general partner in accordance with Section 4.14(f), within the time frame set forth in Section 6.1(c) cures such a default.

## Section 6.2 Remedies.

Upon the occurrence of an Event of Default and until such Event of Default is cured or waived, the County is relieved of any obligation to disburse any portion of the Loan. In addition,

upon the occurrence of an Event of Default and following the expiration of all applicable notice and cure periods the County may proceed with any and all remedies available to it under law, this Agreement, and the other Loan Documents. Such remedies include but are not limited to the following:

(a) Acceleration of Note. The County may cause all indebtedness of Borrower to the County under this Agreement and the Note, together with any accrued interest thereon, to become immediately due and payable. Borrower waives all right to presentment, demand, protest or notice of protest or dishonor. The County may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the County as a creditor and secured party under the law including the Uniform Commercial Code, including foreclosure under the Deed of Trust. Borrower is liable to pay the County on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by the County in connection with the collection of the Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Loan.

(b) Specific Performance. The County has the right to mandamus or other suit, action or proceeding at law or in equity to require Borrower to perform its obligations and covenants under the Loan Documents or to enjoin acts on things that may be unlawful or in violation of the provisions of the Loan Documents.

(c) Right to Cure at Borrower's Expense. The County has the right (but not the obligation) to cure any monetary default by Borrower under a loan other than the Loan. Upon demand therefor, Borrower shall reimburse the County for any funds advanced by the County to cure such monetary default by Borrower, together with interest thereon from the date of expenditure until the date of reimbursement at the Default Rate.

#### Section 6.3 Right of Contest.

Borrower may contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute an Event of Default hereunder. Any such contest is to be prosecuted diligently and in a manner unprejudicial to the County or the rights of the County hereunder.

#### Section 6.4 Remedies Cumulative.

No right, power, or remedy given to the County by the terms of this Agreement or the other Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy is cumulative and in addition to every other right, power, or remedy given to the County by the terms of any such instrument, or by any statute or otherwise against Borrower and any other person. Neither the failure nor any delay on the part of the County to exercise any such rights and remedies will operate as a waiver thereof, nor does any single or partial exercise by the County of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

### ARTICLE 7 GENERAL PROVISIONS

#### Section 7.1 Relationship of Parties.

Nothing contained in this Agreement is to be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the County and Borrower or its agents, employees or contractors, and Borrower will at all times be deemed an independent contractor and to be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Borrower has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the rehabilitation and operation of the Residence, Borrower is solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and must include requirements in each contract that contractors are solely responsible for similar matters relating to their employees. Borrower is solely responsible for its own acts and those of its agents and employees.

#### Section 7.2 No Claims.

Nothing contained in this Agreement creates or justifies any claim against the County by any person that Borrower may have employed or with whom Borrower may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the purchase of the Property, the rehabilitation or operation of the Residence, and Borrower shall include similar requirements in any contracts entered into for the rehabilitation or operation of the Residence.

#### Section 7.3 Amendments.

No alteration or variation of the terms of this Agreement is valid unless made in writing by the parties. The County Deputy Director, Department of Conservation and Development is authorized to execute on behalf of the County amendments to the Loan Documents or amended and restated Loan Documents as long as any discretionary change in the amount or terms of this Agreement is approved by the County's Board of Supervisors.

#### Section 7.4 Indemnification.

Borrower shall indemnify, defend and hold the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns harmless against any and all claims, suits, actions, losses and liability of every kind, nature and description made against it and expenses (including reasonable attorneys' fees) which arise out of or in connection with this Agreement, including but not limited to the purchase of the Property and the development, construction, marketing and operation of the Residence, except to the extent such claim arises from the gross negligence or willful misconduct of the County, its agents, and its employees. The provisions of this Section will survive the expiration of the Term and the reconveyance of the Deed of Trust.

#### Section 7.5 Non-Liability of County Officials, Employees and Agents.

No member, official, employee or agent of the County is personally liable to Borrower in the event of any default or breach of this Agreement by the County or for any amount that may become due from the County pursuant to this Agreement.

Section 7.6    No Third Party Beneficiaries.

There are no third party beneficiaries to this Agreement.

Section 7.7    Discretion Retained By County.

The County's execution of this Agreement in no way limits any discretion the County may have in the permit and approval process related to the Rehabilitation.

Section 7.8    Conflict of Interest.

(a)    Except for approved eligible administrative or personnel costs, no person described in Section 7.8(b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have immediate family or business ties, during, or at any time after, such person's tenure. Borrower shall exercise due diligence to ensure that the prohibition in this Section 7.8(a) is followed.

(b)    The conflict of interest provisions of Section 7.8(a) above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the County.

(c)    In accordance with California Government Code Section 1090 and the Political Reform Act, California Government Code section 87100 et seq., no person who is a director, officer, partner, trustee or employee or consultant of Borrower, or immediate family member of any of the preceding, may make or participate in a decision, made by the County or a County board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Borrower. Interpretation of this section is governed by the definitions and provisions used in the Political Reform Act, California Government Code Section 87100 et seq., its implementing regulations manual and codes, and California Government Code Section 1090.

(d)    Borrower shall comply with the conflict of interest provisions set forth in 24 C.F.R. 570.611.

Section 7.9    Notices, Demands and Communications.

All notices required or permitted by any provision of this Agreement must be in writing

and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

County: County of Contra Costa  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attention: Affordable Housing Program Manager

Borrower: Richmond Neighborhood Housing Services  
2320 Cutting Boulevard  
Richmond, CA 94804  
Attention: Executive Director

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section. Receipt will be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 7.10 Applicable Law.

This Agreement is governed by the laws of the State of California.

Section 7.11 Parties Bound.

Except as otherwise limited herein, this Agreement binds and inures to the benefit of the parties and their heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement is intended to run with the land and to bind Borrower and its successors and assigns in the Property and the Residence for the entire Term, and the benefit hereof is to inure to the benefit of the County and its successors and assigns.

Section 7.12 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing party will have the right to recover its reasonable attorneys' fees and costs of suit from the other party.

Section 7.13 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.



Section 7.14 Force Majeure.

In addition to specific provisions of this Agreement, performance by either party will not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, quarantine restrictions, freight embargoes, lack of transportation, or court order. An extension of time for any cause will be deemed granted if notice by the party claiming such extension is sent to the other within ten (10) days from the commencement of the cause and such extension of time is not rejected in writing by the other party within ten (10) days after receipt of the notice. In no event will the County be required to agree to cumulative delays in excess of one hundred eighty (180) days.

Section 7.15 Waivers.

Any waiver by the County of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the County to take action on any breach or default of Borrower or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Borrower to perform any obligation under this Agreement does not operate as a waiver or release from any of its obligations under this Agreement. Consent by the County to any act or omission by Borrower may not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the County's written consent to future waivers.

Section 7.16 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

Section 7.17 Entire Understanding of the Parties.

The Loan Documents and the CDBG Project Agreement constitute the entire agreement of the parties with respect to the Loan. If there is a conflict between the CDBG Project Agreement and the Loan Documents, the terms of the Loan Documents will prevail.

Section 7.18 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

***Remainder of Page Left Intentionally Blank***

The parties are executing this Agreement as of the date first above written.

**COUNTY:**

COUNTY OF CONTRA COSTA, a political  
subdivision of the State of California

**BORROWER:**

Richmond Housing Neighborhood Services

By:

\_\_\_\_\_

—

John Kopchik  
Director, Department of Conservation  
and Development

By:

\_\_\_\_\_

—

Nikki Beasly  
Executive Director

APPROVED AS TO FORM:

SHARON L. ANDERSON  
County Counsel

By:

---

— Kathleen Andrus  
Deputy County Counsel

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

A.P.N.:

EXHIBIT B

WORK TO BE PERFORMED

EXHIBIT C

NEPA MITIGATIONS

EXHIBIT D

APPROVED REHABILITATION BUDGET

## TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS AND EXHIBITS .....	2
Section 1.1	Definitions.....	2
Section 1.2	Exhibits. ....	7
ARTICLE 2	LOAN PROVISIONS .....	7
Section 2.1	Loan. ....	7
Section 2.2	Interest.....	7
Section 2.3	Use of Loan Funds. ....	8
Section 2.4	Security. ....	8
Section 2.5	Conditions Precedent to Disbursement of Loan Funds.....	8
Section 2.6	Conditions Precedent to Disbursement of Retention. ....	9
Section 2.7	Repayment Schedule.....	10
Section 2.8	Reports and Accounting of Residual Receipts.....	11
Section 2.9	Non-Recourse. ....	11
ARTICLE 3	REHABILITATION OF THE RESIDENCE .....	12
Section 3.1	Permits and Approvals.....	12
Section 3.2	Bid Package. ....	12
Section 3.3	Construction Contract. ....	12
Section 3.4	Commencement of Construction. ....	13
Section 3.5	Completion of Construction.....	13
Section 3.6	Changes; Construction Pursuant to Plans and Laws.....	13
Section 3.7	State Prevailing Wages. ....	14
Section 3.8	Accessibility.....	15
Section 3.9	Marketing Plan.....	15
Section 3.10	Equal Opportunity.....	16
Section 3.11	Minority and Women-Owned Contractors. ....	16
Section 3.12	Progress Reports. ....	16
Section 3.13	Construction Responsibilities. ....	16
Section 3.14	Mechanics Liens, Stop Notices, and Notices of Completion.....	17
Section 3.15	Inspections. ....	17
Section 3.16	Approved Development Budget; Revisions to Budget.....	17
Section 3.17	NEPA Mitigation Requirements. ....	18
ARTICLE 4	LOAN REQUIREMENTS.....	18
Section 4.1	Reserve Accounts.....	18
Section 4.2	Financial Accountings and Post-Completion Audits.....	18
Section 4.3	Approval of Annual Operating Budget.....	18
Section 4.4	Information. ....	18
Section 4.5	Records. ....	19
Section 4.6	County Audits. ....	20



Section 4.7	CDBG Requirements. ....	20
Section 4.8	Hazardous Materials. ....	25
Section 4.9	Maintenance; Damage and Destruction. ....	27
Section 4.10	Fees and Taxes. ....	27
Section 4.11	Notice of Litigation. ....	28
Section 4.12	Operation of Development as Affordable Housing. ....	28
Section 4.13	Nondiscrimination. ....	28
Section 4.14	Transfer. ....	28
Section 4.15	Insurance Requirements. ....	29
Section 4.16	Anti-Lobbying Certification. ....	30
Section 4.17	Covenants Regarding Approved Financing. ....	30
ARTICLE 5	REPRESENTATIONS AND WARRANTIES OF BORROWER .....	31
Section 5.1	Representations and Warranties. ....	31
ARTICLE 6	DEFAULT AND REMEDIES .....	33
Section 6.1	Events of Default. ....	33
Section 6.2	Remedies. ....	34
Section 6.3	Right of Contest. ....	35
Section 6.4	Remedies Cumulative. ....	35
ARTICLE 7	GENERAL PROVISIONS.....	35
Section 7.1	Relationship of Parties. ....	36
Section 7.2	No Claims. ....	36
Section 7.3	Amendments. ....	36
Section 7.4	Indemnification. ....	36
Section 7.5	Non-Liability of County Officials, Employees and Agents.....	36
Section 7.6	No Third Party Beneficiaries. ....	37
Section 7.7	Discretion Retained By County. ....	37
Section 7.8	Conflict of Interest. ....	37
Section 7.9	Notices, Demands and Communications. ....	37
Section 7.10	Applicable Law. ....	38
Section 7.11	Parties Bound. ....	38
Section 7.12	Attorneys' Fees.....	38
Section 7.13	Severability. ....	38
Section 7.14	Force Majeure. ....	39
Section 7.15	Waivers. ....	39
Section 7.16	Title of Parts and Sections. ....	39
Section 7.17	Entire Understanding of the Parties. ....	39
Section 7.18	Multiple Originals; Counterpart.....	39
EXHIBIT A	LEGAL DESCRIPTION OF THE PROPERTY	
EXHIBIT B	WORK TO BE PERFORMED	
EXHIBIT C	NEPA MITIGATIONS	
EXHIBIT D	APPROVED REHABILITATION BUDGET	

## CDBG LOAN AGREEMENT

Between

COUNTY OF CONTRA COSTA

And

EB, L.P.

Richmond Neighborhood Housing Services

Dated \_\_\_\_\_, 2018

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Contra Costa County  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attn: Assistant Deputy Director

No fee for recording pursuant to  
Government Code Section 27383

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REGULATORY AGREEMENT AND  
DECLARATION OF RESTRICTIVE COVENANTS  
(Richmond Rental Rehabilitation)  
(CDBG Funds)

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is dated \_\_\_, 2018 and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and Richmond Neighborhood Housing Services, Inc., a California nonprofit public benefit corporation ("Borrower").

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

B. The County has received funds from the United States Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended ("CDBG Funds"). The CDBG Funds must be used by the County in accordance with 24 C.F.R. Part 570.

C. Borrower owns the real property commonly known as 561-565 South 29th Street, located in the City of Richmond, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Property"). Borrower intends to rehabilitate the three-unit multifamily housing structure currently existing on the Property, each unit of which will be for rental to very low and low income households (the "Residence").

D. Pursuant to a CDBG Loan Agreement by and between the County and Borrower of even date herewith (the "Loan Agreement"), the County is lending Borrower \_\_\_\_\_ Dollars (\$\_\_\_\_00) (the "Loan").

E. The County has the authority to lend the Loan to Borrower pursuant to Government Code Section 26227, which authorizes counties to spend county funds for programs that will further a county's public purposes. In addition, the County has the authority to loan the

CBDG Funds pursuant to 24 C.F.R. 570.202.

F. The County has agreed to make the Loan on the condition that Borrower maintain and operate the Residence in accordance with restrictions set forth in this Agreement and in the related documents evidencing the Loan.

G. In consideration of receipt of the Loan at an interest rate substantially below the market rate, Borrower agrees to observe all the terms and conditions set forth below.

The parties therefore agree as follows:

## AGREEMENT

### ARTICLE 1 DEFINITIONS

#### 1.1 Definitions.

The following terms have the following meanings:

(a) "Actual Household Size" means the actual number of persons in the applicable household.

(b) "Adjusted Income" means the total anticipated annual income of all persons in the Tenant household as defined in 24 CFR 5.609 and as calculated pursuant to 24 C.F.R. 5.611.

(c) "Agreement" has the meaning set forth in the first paragraph of this Agreement.

(d) "CDBG" means the Community Development Block Grant Program, funded pursuant to Title I of the Housing and Community Development Act of 1974 (42 USC 5301, et seq.).

(e) "CDBG Funds" has the meaning set forth in Paragraph B of the Recitals.

(f) "City" means the City of Richmond, California, a municipal corporation.

(g) "Completion Date" means the date a final certificate of occupancy, or equivalent document is issued by the City to certify that the Residence may be legally occupied.

(h) "County-Assisted Units" means the three units within the Residence designated as assisted by the County pursuant to this Agreement.

(i) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing of even date herewith by and among Borrower, as trustor,

\_\_\_\_\_ Title Company, as trustee, and the County, as beneficiary, that encumbers the Property to secure repayment of the Loan and Borrower's performance of the Loan Documents.

(j) "Existing Tenants" means the tenants that occupy the Units on the date of Borrower's acquisition of the Property.

(k) "HUD" has the meaning set forth in Paragraph B of the Recitals.

(l) "Loan" has the meaning set forth in Paragraph D of the Recitals.

(m) "Loan Agreement" has the meaning set forth in Paragraph D of the Recitals.

(n) "Loan Documents" means the documents evidencing the Loan including this Agreement, the Note, the Loan Agreement, and the Deed of Trust.

(o) "Low Income Household" means a Tenant with an Adjusted Income that does not exceed eighty percent (80%) of Median Income, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than eighty percent (80%) of Median Income if HUD finds that such variations are necessary because of unusually high or low family incomes.

(p) "Median Income" means the median gross yearly income, adjusted for Actual Household Size as specified herein, in the County of Contra Costa, California, as published from time to time by HUD. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the County shall provide Borrower with other income determinations that are reasonably similar with respect to methods of calculation to those previously published by HUD.

(q) "Note" means the promissory note that evidences Borrower's obligation to repay the Loan, as such may be amended from time to time.

(r) "Property" has the meaning set forth in Paragraph C of the Recitals.

(s) "Rent" means the total monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities, any separately charged fees or service charges assessed by Borrower which are customarily charged in rental housing and required of all Tenants, other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Borrower, and paid by the Tenant.

(t) "Tenant" means the tenant household that occupies a Unit in the Residence.

(u) "Term" means the term of this Agreement which commences as of the date of this Agreement, and unless sooner terminated pursuant to the terms of this Agreement, expires on the thirtieth (30<sup>th</sup>) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Term will expire on the thirty-first (31<sup>st</sup>) anniversary of this Agreement.

(v) "Unit(s)" means one (1) or more of the units in the Residence.

## ARTICLE 2 AFFORDABILITY AND OCCUPANCY COVENANTS

### 2.1 Occupancy Requirements.

(a) Low income tenants

(b) Disabled Persons Occupancy. Borrower shall cause the Residence to be operated at all times in compliance with the provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair Housing Act, as amended, and (v) the Americans With Disabilities Act of 1990, which relate to disabled persons access. Borrower shall indemnify, protect, hold harmless and defend (with counsel reasonably satisfactory to the County) the County, and its board members, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Borrower's failure to comply with applicable legal requirements related to housing for persons with disabilities. The provisions of this subsection will survive expiration of the Term or other termination of this Agreement, and remain in full force and effect.

(c) Existing Tenants. Borrower shall provide the County a written report of the income and rent amount of all Existing Tenants within thirty (30) days of rehabilitating the Residence. Borrower shall not implement any rent increases for Existing Tenants upon acquisition of the Residence without the approval of the County. Any Existing Tenant lawfully residing in the Residence as of the date of this Agreement is entitled to remain a resident of the Residence if such Tenant does not meet the income criteria of this Section 2.1. If and when such non-qualifying Existing Tenant voluntarily vacates the Unit, Borrower shall rent such Unit to a Low Income Household to meet the provisions of this Section.

### 2.2 Allowable Rent.

(a) Low Income Rent. Subject to the provisions of Section 2.3 below, the Rent paid by Tenants of Low Income Units, may not exceed the HOME program "High HOME" Rent.

(b) No Additional Fees. Borrower may not charge any fee, other than Rent, to any Tenant of the County-Assisted Units for any housing or other services provided by Borrower.

(c) Income Calculation.

### 2.3 Rent Increases; Increased Income of Tenants.

(a) Rent Increases. All Rent increases for County-Assisted Units are subject to County approval. The Rent for such Units may be increased no more than once annually based upon the annual income certification described in Article 3. Tenants are to be given at least thirty (30) days written notice prior to any Rent increase.

(b) Non-Qualifying Household. If, upon the annual certification of the income a Tenant of a County-Assisted Unit, Borrower determines that the income of a Low Income Household has increased above the qualifying limit for a Low Income Household, the Tenant may continue to occupy the Unit. Upon the expiration of such Tenant's lease, Borrower may: with thirty (30) days advance written notice, increase such Tenant's Rent to one-twelfth (1/12<sup>th</sup>) of thirty percent (30%) of the actual Adjusted Income of the Tenant.

(c) Termination of Occupancy. Upon termination of occupancy of a County-Assisted Unit by a Tenant, such Unit will be deemed to be continuously occupied by a household of the same income level as the initial income level of the vacating Tenant, until such unit is reoccupied, at which time categorization of the Unit will be established based on the occupancy requirements of Section 2.1.

2.4 Units Available to the Disabled. Borrower shall rehabilitate the Residence in compliance with all applicable federal and state disabled persons accessibility requirements including but not limited to the Federal Fair Housing Act; Section 504 of the Rehabilitation Act of 1973; Title II and/or Title III of the Americans with Disabilities Act; and Title 24 of the California Code of Regulations.

## ARTICLE 3 INCOME CERTIFICATION AND REPORTING

3.1 Income Certification. Borrower shall obtain, complete, and maintain on file, within sixty (60) days before expected occupancy and annually thereafter, income certifications from each Tenant renting any of the County-Assisted Units. Borrower shall make a good faith effort to verify the accuracy of the income provided by the applicant or occupying household, as the case may be, in an income certification. To verify the information Borrower shall take two or more of the following steps: (i) obtain a pay stub for the most recent pay period; (ii) obtain an income tax return for the most recent tax year; (iii) conduct a credit agency or similar search; (iv) obtain an income verification form from the applicant's current employer; (v) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (vi) if the applicant is unemployed and does not have a tax return, obtain another form of independent

verification. Copies of Tenant income certifications are to be available to the County upon request.

3.2 Reporting Requirements. Borrower shall submit to the County (a) not later than forty-five (45) days after the close of each calendar year, or such other date as may be requested by the County, a statistical report, including income and rent data for all Units, setting forth the information called for therein, and (b) within fifteen (15) days after receipt of a written request, any other information or completed forms requested by the County in order to comply with reporting requirements of HUD, the State of California, and the County.

3.3 Additional Information. Borrower shall provide any additional information reasonably requested by the County.

3.4 Records. Borrower shall maintain complete, accurate and current records pertaining to the Residence, and shall permit any duly authorized representative of the County to inspect records, including records pertaining to income and household size of Tenants. All Tenant lists, applications and waiting lists relating to the Residence are to be at all times: (i) separate and identifiable from any other business of Borrower, (ii) maintained as required by the County, in a reasonable condition for proper audit, and (iii) subject to examination during business hours by representatives of the County. Borrower shall retain copies of all materials obtained or produced with respect to occupancy of the Units for a period of at least five (5) years. The County may examine and make copies of all books, records or other documents of Borrower that pertain to the Residence.

3.5 On-Site Inspection. The County may perform an on-site inspection of the Residence at least one (1) time per year. Borrower shall cooperate in such inspection.

## ARTICLE 4 OPERATION OF THE RESIDENCE

4.1 Residential Use. Borrower shall operate the Residence for residential use only. No part of the Residence may be operated as transient housing.

4.2 Compliance with Loan Documents and Program Requirements. Borrower's actions with respect to the Property shall at all times be in full conformity with: (i) all requirements of the Loan Documents; (ii) all requirements imposed on projects assisted with CDBG Funds as contained in 42 U.S.C. Section 5301, et seq., 24 C.F.R. Part 570, and other implementing rules and regulations, and (iii) any other regulatory requirements imposed on the Residence.

4.3 Taxes and Assessments. Borrower shall pay all real and personal property taxes, assessments and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property; provided, however, that Borrower may contest in good faith, any such taxes, assessments, or charges. In the event Borrower exercises its right to contest any tax, assessment, or charge



against it, Borrower, on final determination of the proceeding or contest, will immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

4.4 Property Tax Exemption. Borrower shall not apply for a property tax exemption for the Property under any provision of law except California Revenue and Taxation Section 214(g) without the prior written consent of the County.

## ARTICLE 5 PROPERTY MANAGEMENT AND MAINTENANCE

5.1 Management Responsibilities. Borrower is responsible for all management functions with respect to the Residence, including without limitation the selection of Tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The County has no responsibility for management of the Residence. Borrower shall retain a professional property management company approved by the County in its reasonable discretion to perform Borrower's management duties hereunder.

5.2 Management Agent. Borrower is the “Management Agent” and shall operate the Residence in a manner that will provide decent, safe, and sanitary housing. If Borrower desires to engage an outside company to act as the Management Agent, Borrower shall submit for the County's approval the identity of any proposed management agent. Borrower shall also submit such additional information about the background, experience and financial condition of any proposed management agent as is reasonably necessary for the County to determine whether the proposed management agent meets the standard for a qualified management agent. If the proposed management agent meets the standard for a qualified management agent, the County shall approve the proposed management agent by notifying Borrower in writing. Unless the proposed management agent is disapproved by the County within thirty (30) days, which disapproval is to state with reasonable specificity the basis for disapproval, it shall be deemed approved.

5.3 Periodic Performance Review. The County reserves the right to conduct an annual (or more frequently, if deemed necessary by the County) review of the management practices and financial status of the Residence. The purpose of each periodic review will be to enable the County to determine if the Residence is being operated and managed in accordance with the requirements and standards of this Agreement. Borrower shall cooperate with the County in such reviews.

5.4 Replacement of Management Agent. If, as a result of a periodic review, the County determines in its reasonable judgment that the Residence is not being operated and managed in accordance with any of the material requirements and standards of this Agreement, the County shall deliver notice to Borrower of its intention to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) days after receipt by Borrower of such written notice, the County staff and Borrower shall meet in good faith to consider methods for improving the financial and operating status of the Residence, including,

without limitation, replacement of the Management Agent.

If, after such meeting, County staff recommends in writing the replacement of the Management Agent, Borrower shall promptly dismiss the then-current Management Agent, and shall appoint as the Management Agent a person or entity meeting the standards for a management agent set forth in Section 5.2 above and approved by the County pursuant to Section 5.2 above.

Any contract for the operation or management of the Residence entered into by Borrower shall provide that the Management Agent may be dismissed and the contract terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section constitutes a default under this Agreement, and the County may enforce this provision through legal proceedings as specified in Section 6.7 below.

5.5 Approval of Management Policies. Borrower shall submit its written management policies with respect to the Residence to the County for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Agreement.

5.6 Property Maintenance. Borrower shall maintain, for the entire Term of this Agreement, all interior and exterior Improvements, including landscaping, on the Property in good condition and repair (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials, and in accordance with the following maintenance conditions:

The County places prime importance on quality maintenance to protect its investment and to ensure that all County and County-assisted affordable housing projects within the County are not allowed to deteriorate due to below-average maintenance. Normal wear and tear of the Residence will be acceptable to the County assuming Borrower agrees to provide all necessary improvements to assure the Residence is maintained in good condition. Borrower shall make all repairs and replacements necessary to keep the improvements in good condition and repair.

In the event that Borrower breaches any of the covenants contained in this section and such default continues for a period of five (5) days after written notice from the County with respect to graffiti, debris, waste material, and general maintenance or thirty (30) days after written notice from the County with respect to landscaping and building improvements, then the County, in addition to whatever other remedy it may have at law or in equity, has the right to enter upon the Property and perform or cause to be performed all such acts and work necessary to cure the default. Pursuant to such right of entry, the County is permitted (but is not required) to enter upon the Property and to perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property, and to attach a lien on the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the County and/or costs of such cure, which amount shall be promptly paid by Borrower to the County upon demand.

## ARTICLE 6 MISCELLANEOUS

6.1 Lease Provisions. In newly leasing the Units within the Residence, Borrower shall use a form of lease approved by the County. The form of lease must comply with all requirements of this Agreement, the other Loan Documents and must, among other matters:

(a) provide for termination of the lease for failure to: (i) provide any information required under this Agreement or reasonably requested by Borrower to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, for occupancy in the Residence in accordance with the standards set forth in this Agreement, or (ii) qualify as a Low Income Household as a result of any material misrepresentation made by such Tenant with respect to the income computation.

(b) be for an initial term of not less than one (1) year, unless by mutual agreement between the Tenant and Borrower, and provide for no increase in Rent during such year. After the initial year of tenancy, the lease may be month-to-month by mutual agreement of Borrower and the Tenant. Notwithstanding the above, any rent increases are subject to the requirements of Section 2.3 (a) above.

(c) include a provision which requires a Tenant who is residing in a Unit required to be accessible pursuant to Section 2.4 and who is not in need of an accessible Unit to move to a non-accessible Unit when a non-accessible Unit becomes available and another Tenant or prospective Tenant is in need of an accessible Unit.

(d) include any provisions necessary to comply with the requirements of the Violence Against Women Reauthorization Act of 2013 (Pub. L. 113–4, 127 Stat. 54) applicable to HUD-funded programs.

6.2 Lease Termination. Any termination of a lease or refusal to renew a lease for a County-Assisted Unit within the Residence must be preceded by not less than thirty (30) days written notice to the Tenant by Borrower specifying the grounds for the action.

6.3 Nondiscrimination.

(a) All of the Units must be available for occupancy on a continuous basis to members of the general public who are income eligible. Borrower may not give preference to any particular class or group of persons in renting or selling the Units, except to the extent that the Units are required to be leased to income eligible households pursuant to this Agreement. Borrower herein covenants by and for Borrower, assigns, and all persons claiming under or through Borrower, that there exist no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), ancestry, or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any unit nor will Borrower or any person claiming under or through Borrower, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or

occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any unit or in connection with the employment of persons for the construction, operation and management of any unit.

(b) Borrower shall accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. Borrower may not apply selection criteria to Section 8 certificate or voucher holders that is more burdensome than criteria applied to all other prospective Tenants, nor will Borrower apply or permit the application of management policies or lease provisions with respect to the Residence which have the effect of precluding occupancy of units by such prospective Tenants.

6.4 Term. The provisions of this Agreement apply to the Property for the entire Term even if the Loan is paid in full prior to the end of the Term. This Agreement binds any successor, heir or assign of Borrower, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by County. County is making the Loan on the condition, and in consideration of, this provision, and would not do so otherwise.

6.5 Notice of Expiration of Term.

(a) At least six (6) months prior to the expiration of the Term, Borrower shall provide by first-class mail, postage prepaid, a notice to all Tenants containing (i) the anticipated date of the expiration of the Term, (ii) any anticipated increase in Rent upon the expiration of the Term, (iii) a statement that a copy of such notice will be sent to the County, and (iv) a statement that a public hearing may be held by the County on the issue and that the Tenant will receive notice of the hearing at least fifteen (15) days in advance of any such hearing. Borrower shall also file a copy of the above-described notice with the County Deputy Director-Current Planning.

(b) In addition to the notice required above, Borrower shall comply with the requirements set forth in California Government Code Sections 65863.10 and 65863.11. Such notice requirements include: (i) a twelve (12) month notice to existing tenants, prospective tenants and Affected Public Agencies (as defined in California Government Code Section 65863.10(a)) prior to the expiration of the Term, (ii) a six (6) month notice requirement to existing tenants, prospective tenants and Affected Public Agencies prior to the expiration of the Term; (iii) a notice of an offer to purchase the Residence to "qualified entities" (as defined in California Government Code Section 65863.11(d)), if the Residence is to be sold within five (5) years of the end of the Term; (iv) a notice of right of first refusal within the one hundred eighty (180) day period that qualified entities may purchase the Residence.

6.6 Covenants to Run With the Land. The County and Borrower hereby declare their express intent that the covenants and restrictions set forth in this Agreement run with the land, and bind all successors in title to the Property, provided, however, that on the expiration of the Term of this Agreement said covenants and restrictions expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, is to be held conclusively to have been executed, delivered and accepted subject to the covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such

contract, deed or other instrument, unless the County expressly releases such conveyed portion of the Property from the requirements of this Agreement.

6.7 Enforcement by the County. If Borrower fails to perform any obligation under this Agreement, and fails to cure the default within thirty (30) days after the County has notified Borrower in writing of the default or, if the default cannot be cured within thirty (30) days, fails to commence to cure within thirty (30) days and thereafter diligently pursue such cure and complete such cure within sixty (60) days, the County may enforce this Agreement by any or all of the following actions, or any other remedy provided by law:

(a) Calling the Loan. The County may declare a default under the Note, accelerate the indebtedness evidenced by the Note, and proceed with foreclosure under the Deed of Trust.

(b) Action to Compel Performance or for Damages. The County may bring an action at law or in equity to compel Borrower's performance of its obligations under this Agreement, and may seek damages.

(c) Remedies Provided Under Loan Documents. The County may exercise any other remedy provided under the Loan Documents.

6.8 Attorneys' Fees and Costs. In any action brought to enforce this Agreement, the prevailing party must be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This section must be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

6.9 Recording and Filing. The County and Borrower shall cause this Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Contra Costa.

6.10 Governing Law. This Agreement is governed by the laws of the State of California.

6.11 Waiver of Requirements. Any of the requirements of this Agreement may be expressly waived by the County in writing, but no waiver by the County of any requirement of this Agreement extends to or affects any other provision of this Agreement, and may not be deemed to do so.

6.12 Amendments. This Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title that is duly recorded in the official records of the County of Contra Costa.

6.13 Notices. Any notice requirement set forth herein will be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, addressed to the appropriate party as follows:

County: County of Contra Costa  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attn: Assistant Deputy Director

Borrower: Richmond Neighborhood Housing Services  
2320 Cutting Boulevard  
Richmond, CA 94804  
Attention: Executive Director

Such addresses may be changed by notice to the other party given in the same manner as provided above.

6.14 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Agreement will not in any way be affected or impaired thereby.

6.15 Multiple Originals; Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

*[remainder of page intentionally left blank]*

WHEREAS, this Agreement has been entered into by the undersigned as of the date first written above.

**COUNTY:**

COUNTY OF CONTRA COSTA, a political  
subdivision of the State of California

By: \_\_\_\_\_  
John Kopchik  
Director, Department of Conservation and  
Development

Approved as to form:

SHARON L. ANDERSON  
County Counsel

By: \_\_\_\_\_  
Kathleen Andrus  
Deputy County Counsel

**BORROWER:**

Richmond Housing Neighborhood Services

By: \_\_\_\_\_  
Nikki Beasly  
Executive Director

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, \_\_\_\_\_, 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.

Name: \_\_\_\_\_  
Notary Public



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, \_\_\_\_\_, 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.

Name: \_\_\_\_\_  
Notary Public

EXHIBIT A

Legal Description

The land is situated in the State of California, County of Contra Costa, and is described as follows:

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

County of Contra Costa  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attention: Assistant Deputy Director

No fee for recording pursuant to  
Government Code Section 27383

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CONSTRUCTION DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY  
AGREEMENT, AND FIXTURE FILING

(561-565 South 29th Street, Richmond, California)

THIS CONSTRUCTION DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING ("Deed of Trust") is made as of insert same date as Note and Loan, by and among Richmond Neighborhood Housing Services, a California nonprofit public benefit corporation ("Trustor"), Insert Name of Title Company Title Company, a California corporation ("Trustee"), and the County of Contra Costa, a political subdivision of the State of California ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's fee interest in the property located in Contra Costa County, State of California, that is described in the attached Exhibit A, incorporated herein by this reference (the "Property").

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including (without limiting the generality of the foregoing) all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of the Trustor now or hereafter affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Paragraph 4.1 herein;

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or will be, attached to said building or buildings in any manner; and

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "Security." To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS (together, the "Secured Obligations"):

A. Payment to Beneficiary of all sums at any time owing under or in connection with (i) the Note (defined in Section 1.6 below) until paid in full or cancelled, and (ii) any other amounts owing under the Loan Documents (defined in Section 1.5 below). Principal and other payments are due and payable as provided in the Note or other Loan Documents, as applicable. The Note and all its terms are incorporated herein by reference, and this conveyance secures any and all extensions thereof, however evidenced;

B. Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein;

C. Performance of every obligation, covenant or agreement of Trustor contained herein and in the Loan Documents; and

D. All modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR  
COVENANTS AND AGREES:

#### ARTICLE 1: DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms have the following meanings in this Deed of Trust:

Section 1.1 The term "Default Rate" means the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

Section 1.2 The term "Loan" means the loan made by Beneficiary to Trustor in the amount of \_\_\_\_\_ Dollars (\$XXX,XXX).

Section 1.1 The term "Loan Agreement" means that certain CDBG Loan Agreement between Trustor and Beneficiary, of even date herewith, as such may be amended from time to time, providing for the Beneficiary to loan to the Trustor In Title Case, spell out full loan amount Dollars (\$Numerically, insert full loan amount) for the rehabilitation of the Property.

Section 1.2 The term "Loan Documents" means this Deed of Trust, the Note, the Loan Agreement, and the Program Agreement, and the Regulatory Agreement, and any other

agreements, debt, loan or security instruments between Trustor and Beneficiary relating to the Property.

Section 1.3 The term "Note" means the promissory note in the amount of In Title Case, spell out full loan amount Dollars (\$Numerically, insert full loan amount), of even date herewith, executed by Trustor in favor of Beneficiary, as it may be amended or restated, the payment of which is secured by this Deed of Trust. (Copies of the Note are on file with the Beneficiary and terms and provisions of the Note are incorporated herein by reference.)

Section 1.4 The term "Principal" means the aggregate of the amounts required to be paid under the Note.

Section 1.5 The term "Project Agreement" means the Project Agreement dated \_\_\_\_\_ by and between Beneficiary and Trustor.

Section 1.6 The term "Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith by and between Beneficiary and Borrower.

## ARTICLE 2: MAINTENANCE AND MODIFICATION OF THE PROPERTY AND SECURITY

Section 2.1 Maintenance and Modification of the Property by Trustor.  
The Trustor agrees that at all times prior to full payment and performance of the Secured Obligations, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. The Beneficiary has no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security or any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the Loan Documents; provided, however, that Beneficiary exercises its rights as agent of Trustor only in the event that Trustor fails to take, or fails to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary specifies upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the

Security. Nothing herein contained requires Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) days after the filing of any claim of lien, record in the Office of the Recorder of Contra Costa County, a surety bond in an amount 1 and 1/2 times the amount of such claim item to protect against a claim of lien.

## Section 2.2    Granting of Easements.

Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone and telegraph, or those required by law, and as approved in writing by Beneficiary.

## Section 2.3    Assignment of Rents.

As part of the consideration for the indebtedness evidenced by the Note, Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents and revenues of the Property including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable. Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents; provided, however, that prior to written notice given by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, Trustor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Trustor to apply the rents and revenues so collected to the Secured Obligations with the balance, so long as no such breach has occurred, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section 2.3 as the same becomes due and payable, including but not limited to, rents then due and unpaid, and all such rents will immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of the breach by Trustor contains a statement that Beneficiary exercises its rights to such rents. Trustor agrees that commencing upon delivery of such written notice of Trustor's breach by Beneficiary to Trustor, each tenant of the Property shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Trustor hereby covenants that Trustor has not executed any prior assignment of said rents, that Trustor has not performed, and will not perform, any acts or has not executed and will

not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 2.3, and that at the time of execution of this Deed of Trust, there has been no anticipation or prepayment of any of the rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents of the Property more than two (2) months prior to the due dates of such rents. Trustor further covenants that, so long as the Secured Obligations are outstanding, Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon Trustor's breach of any covenant or agreement of Trustor in the Loan Documents, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver will be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents are to be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this deed of Trust. Beneficiary or the receiver is to have access to the books and records used in the operation and maintenance of the Property and will be liable to account only for those rents actually received. Beneficiary is not liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes will become part of the Secured Obligations pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts are payable by Trustor to Beneficiary upon notice from Beneficiary to Trustor requesting payment thereof and will bear interest from the date of disbursement at the rate stated in Section 3.3.

If the Beneficiary or the receiver enters upon and takes and maintains control of the Property, neither that act nor any application of rents as provided herein will cure or waive any default under this Deed of Trust or invalidate any other right or remedy available to Beneficiary under applicable law or under this Deed of Trust. This assignment of rents of the Property will terminate at such time as this Deed of Trust ceases to secure the Secured Obligations.



ARTICLE 3:  
TAXES AND INSURANCE; ADVANCES

Section 3.1    Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company that are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor is not required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof is promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments or charges can be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section 3.1 may not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor fails to pay any of the items required by this Section to be paid by Trustor, Beneficiary may (but is under no obligation to) pay the same, after the Beneficiary has notified the Trustor in writing of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted by law, will become part of the Secured Obligations secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2    Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid, all Secured Obligations secured hereunder have been fulfilled, and this Deed of Trust has been reconveyed.

All such insurance policies and coverages are to be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, are to be delivered to the Beneficiary upon demand therefor at any time prior to Trustor's satisfaction of the Secured Obligations.

The Trustor is aware that California Civil Code Section 2955.5(a) provides as follows: "No lender shall require a borrower, as a condition of receiving or maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property."

### Section 3.3 Advances.

In the event the Trustor fails to maintain the full insurance coverage required by this Deed of Trust or fails to keep the Security in accordance with the Loan Documents, the Beneficiary, after at least seven (7) days' prior written notice to Trustor, may (but is under no obligation to) (i) take out the required policies of insurance and pay the premiums on the same, and (ii) make any repairs or replacements that are necessary and provide for payment thereof. All amounts so advanced by the Beneficiary will become part of the Secured Obligations (together with interest as set forth below) and will be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, will bear interest from the date of the advance at the Default Rate.

## ARTICLE 4: DAMAGE, DESTRUCTION OR CONDEMNATION

### Section 4.1 Awards and Damages.

All judgments, awards of damages, settlements and compensation made in connection with or in lieu of (1) the taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (2) any damage to or destruction of the Property or any part thereof by insured casualty, and (3) any other injury or damage to all or any part of the Property (collectively, the "Funds") are hereby assigned to and are to be paid to the Beneficiary by a check made payable to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part to any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary determines at its sole option. The Beneficiary is entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by the Beneficiary may be released to Trustor upon such conditions as the Beneficiary may impose for its disposition. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof will not cure or waive any default under this Deed of Trust. The rights of the Beneficiary under this Section 4.1 are subject to the rights of any senior mortgage lender. The Beneficiary shall release the Funds to Trustor to be used to reconstruct the improvements on the Property provided that Beneficiary reasonably determines that Trustor (taking into account the Funds) has sufficient funds to rebuild the improvements in substantially the form that existed prior to the casualty or condemnation.

## ARTICLE 5: AGREEMENTS AFFECTING THE PROPERTY; FURTHER ASSURANCES; PAYMENT OF PRINCIPAL AND INTEREST

### Section 5.1 Other Agreements Affecting Property.

Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2     Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined in Section 7.1) hereunder, and if the Beneficiary employs attorneys or incurs other expenses for the collection of amounts due hereunder or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary. Any such amounts paid by the Beneficiary will be added to the Secured Obligations, and will bear interest from the date such expenses are incurred at the Default Rate.

Section 5.3     Payment of the Principal.

The Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4     Personal Property.

To the maximum extent permitted by law, the personal property subject to this Deed of Trust is deemed to be fixtures and part of the real property and this Deed of Trust constitutes a fixtures filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust constitutes a security agreement under the California Commercial Code. The Trustor hereby grants the Beneficiary a security interest in such items.

Section 5.5     Financing Statement.

The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor shall perform all acts that the Beneficiary reasonably requests so as to enable the Beneficiary to maintain a valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it deems appropriate from time to time in order to protect the security interest established pursuant to this instrument. Trustor shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements, and releases thereof, as the Beneficiary may reasonably require. Without the prior written consent of the Beneficiary, Trustor shall not create or suffer to be created pursuant to the California Commercial Code any other security interest in the Security, including replacements and additions thereto.

Section 5.6    Operation of the Security.

The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 5.7    Inspection of the Security.

At any and all reasonable times upon seventy-two (72) hours' notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, may inspect the Security, without payment of charges or fees.

Section 5.8    Nondiscrimination.

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there will be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor will the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants run with the land.

ARTICLE 6:  
HAZARDOUS WASTE

Trustor shall keep and maintain the Property (including, but not limited to, soil and ground water conditions) in compliance with all Hazardous Materials Laws and shall not cause or permit the Property to be in violation of any Hazardous Materials Law (defined below). Trustor may not cause or permit the use, generation, manufacture, storage or disposal of on, under, or about the Property or transportation to or from the Property of (i) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical, and (ii) any waste, substance or material defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials", "toxic waste", "toxic substances," or words of similar import under any Hazardous Materials Law (collectively referred to hereinafter as "Hazardous Materials"), except such of the foregoing as may be customarily used in construction or operation of a multi-family residential development.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment, and all amendments thereto as of this date and to be added in the future and any

successor statute or rule or regulation promulgated thereto ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" (as defined in California Health and Safety Code Section 25117.4) under the provision of California Health and Safety Code Section 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

Beneficiary has the right to join and participate in, as a party if it so elects, and be represented by counsel acceptable to Beneficiary (or counsel of its own choice if a conflict exists with Trustor) in, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims, and to have its reasonable attorneys' fees in connection therewith paid by Trustor.

Trustor shall indemnify and hold harmless Beneficiary and its boardmembers, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, fine, penalty, judgment, award, settlement, expense or liability, directly or indirectly arising out of or attributable to: (i) any actual or alleged past or present violation of any Hazardous Materials Law; (ii) any Hazardous Materials Claim; (iii) any actual or alleged past or present use, generation, manufacture, storage, release, threatened release, discharge, disposal, transportation, or presence of Hazardous Materials on, under, or about the Property; (iv) any investigation, cleanup, remediation, removal, or restoration work of site conditions of the Property relating to Hazardous Materials (whether on the Property or any other property); and (v) the breach of any representation of warranty by or covenant of Trustor in this Article, and Section 5.1(l) of the Loan Agreement. Such indemnity must include, without limitation: (x) all consequential damages; (y) the costs of any required or necessary investigation, repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (z) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (x) and (y), including but not limited to reasonable attorneys' fees and consultant fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify will survive reconveyance of this Deed of Trust and will not be diminished or affected in any respect as a result of any notice, disclosure, knowledge, if any, to or by Beneficiary of Hazardous Materials.

Without Beneficiary's prior written consent, which may not be unreasonably withheld, Trustor may not take any remedial action in response to the presence of any Hazardous Materials

on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's reasonable judgment, impairs the value of the Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent is not necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor notifies Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction; (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the Beneficiary and the Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the Beneficiary's or the Trustee's rights and remedies under this Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Trustor will be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the Default Rate until paid, will be added to the indebtedness secured by this Deed of Trust and will be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

ARTICLE 7:  
EVENTS OF DEFAULT AND REMEDIES

Section 7.1    Events of Default.

The following are events of default following the expiration of any applicable notice and cure periods (each an "Event of Default"): (i) failure to make any payment to be paid by Trustor under the Loan Documents; (ii) failure to observe or perform any of Trustor's other covenants, agreements or obligations under the Loan Documents, including, without limitation, the provisions concerning discrimination; (iii) failure to make any payment or observe or perform any of Trustor's other covenants, agreements, or obligations under any Secured Obligations, which default is not cured within the times and in the manner provided therein; and (iv) failure to make any payments or observe or perform any of Trustor's other covenants, agreements or obligations under any other debt instrument or regulatory agreement secured by the Property, which default is not cured within the time and in the manner provided therein.

Section 7.2    Acceleration of Maturity.

If an Event of Default has occurred and is continuing, then at the option of the Beneficiary, the amount of any payment related to the Event of Default and all unpaid Secured Obligations are immediately due and payable, and no omission on the part of the Beneficiary to exercise such option when entitled to do so may be construed as a waiver of such right.

Section 7.3    The Beneficiary's Right to Enter and Take Possession.

If an Event of Default has occurred and is continuing, the Beneficiary may:

(a)    Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Property and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts that it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security will not cure or waive any Event of Default or Notice of Sale (as defined in Section 7.3(c), below) hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Sale, and, notwithstanding the continuance in possession of the Security, Beneficiary will be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b)    Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c)    Deliver to Trustee a written declaration of an Event of Default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold ("Notice of Sale"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Contra Costa County; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing the Secured Obligations.

#### Section 7.4 Foreclosure By Power of Sale.

Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall give notice to the Trustee (the "Notice of Sale") and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which will be deemed to constitute evidence that the Secured Obligations are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of the Notice of Sale from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Sale as is then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after the lapse of that amount of time as is then be required by law and after recordation of such Notice of Sale as required by law, sell the Security, at the time and place of sale set forth in the Notice of Sale, whether as a whole or in separate lots or parcels or items, as Trustee deems expedient and in such order as it determines, unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts will be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale, and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal amount of the Note; (ii) all other Secured Obligations owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

#### Section 7.5 Receiver.

If an Event of Default occurs and is continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, may apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application



therefor. Any such receiver or receivers will have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and will continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy will be cumulative and concurrent and will be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default will exhaust or impair any such right, power or remedy, and may not be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. Beneficiary's express or implied consent to breach, or waiver of, any obligation of the Trustor hereunder will not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, will not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment or performance of any Secured Obligation, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (vi) makes or consents to any agreement subordinating the lien hereof, any such act or omission will not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor will any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary, will the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security.

The Beneficiary has the power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its

interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

Section 7.9    Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Beneficiary, to the extent permitted by law, will be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings and for any additional amount that becomes due and payable by the Trustor hereunder after such date.

Section 7.10   Waiver.

The Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any Secured Obligations or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

ARTICLE 8:  
MISCELLANEOUS

Section 8.1    Amendments.

This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2    Reconveyance by Trustee.

Upon written request of Beneficiary stating that all Secured Obligations have been paid or forgiven, and all obligations under the Loan Documents have been performed in full, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3    Notices.

If at any time after the execution of this Deed of Trust it becomes necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication must be in writing and is to be served personally, by reputable overnight delivery service (which provides a delivery receipt) or by

depositing the same in the registered United States mail, return receipt requested, postage prepaid and (1) if intended for Beneficiary is to be addressed to:

County of Contra Costa  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attention: Assistant Deputy Director, Conservation and Development

and (2) if intended for Trustor is to be addressed to:

Richmond Neighborhood Housing Services, Inc.  
2320 Cutting Boulevard  
Richmond, CA 94804  
Attention: Nikki Beasley

Any notice, demand or communication will be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) days prior to the date such change is desired to be effective.

#### Section 8.4 Successors and Joint Trustors.

Where an obligation created herein is binding upon Trustor, the obligation also applies to and binds any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation will be deemed to be a joint and several obligation of the Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor will be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

#### Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

#### Section 8.6 Invalidity of Certain Provisions.

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity will not affect the balance of the terms and provisions hereof, which terms and provisions will remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, will be considered to have been first

paid or applied to the full payment of that portion of the debt that is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7    Governing Law.

This Deed of Trust is governed by the laws of the State of California.

Section 8.8    Gender and Number.

In this Deed of Trust the singular includes the plural and the masculine includes the feminine and neuter and vice versa, if the context so requires.

Section 8.9    Deed of Trust, Mortgage.

Any reference in this Deed of Trust to a mortgage also refers to a deed of trust and any reference to a deed of trust also refers to a mortgage.

Section 8.10   Actions.

Trustor shall appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11   Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter will be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution is to be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, will be conclusive proof of proper appointment of the successor trustee.

Section 8.12   Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13   Acceptance by Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law, the Trustee is not obligated to notify any party hereto of a pending sale under this Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee is a party unless brought by Trustee.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

TRUSTOR:

Richmond Neighborhood Housing Services, a California  
nonprofit public benefit corporation

By: \_\_\_\_\_  
Nikki Beasley  
Executive Director

STATE OF CALIFORNIA )  
 )  
COUNTY OF CONTRA COSTA )

On \_\_\_\_\_, 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.

Notary Public

## EXHIBIT A

### LEGAL DESCRIPTION

The land is situated in the State of California, County of Contra Costa, and is described as follows:

PROMISSORY NOTE  
(CDBG Loan)

\$ \_\_\_\_\_

Martinez, California  
\_\_\_\_\_, 2018

FOR VALUE RECEIVED, the undersigned Richmond Neighborhood Housing Services, Inc., a California nonprofit public benefit corporation ("Borrower") hereby promises to pay to the order of the County of Contra Costa, a political subdivision of the State of California ("Holder"), the principal amount of \_\_\_\_\_ Dollars (\$\_\_\_\_,000) plus interest thereon pursuant to Section 2 below.

All capitalized terms used but not defined in this Note have the meanings set forth in the Loan Agreement.

1. Borrower's Obligation. This Note evidences Borrower's obligation to repay Holder the principal amount of \_\_\_\_\_ Dollars (\$\_\_\_\_000) with interest for the funds loaned to Borrower by Holder to finance the rehabilitation of the Property pursuant to the CDBG Loan Agreement between Borrower and Holder of even date herewith (the "Loan Agreement").

2. Interest.

(a) Loan. Subject to the provisions of Subsection (b) below, the Loan bears simple interest at a rate of one percent (1%) per annum from the date of disbursement until full repayment of the principal balance of the Loan.

(b) Default Interest. If an Event of Default occurs, interest will accrue on all amounts due under this Note at the Default Rate until such Event of Default is cured by Borrower or waived by Holder.

3. Term and Repayment Requirements. Principal and interest under this Note is due and payable as set forth in Section 2.7 of the Loan Agreement. The unpaid principal balance hereunder, together with accrued interest thereon, is due and payable no later than the date that is the thirtieth (30<sup>th</sup>) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Loan is due and payable on the thirty-first (31<sup>st</sup>) anniversary of the date of this Note.

4. No Assumption. This Note is not assumable by the successors and assigns of Borrower without the prior written consent of Holder, except as provided in the Loan Agreement.

5. Security. This Note, with interest, is secured by the Deed of Trust. Upon execution, the Deed of Trust will be recorded in the official records of Contra Costa County, California. Upon recordation of the Deed of Trust, this Note will become nonrecourse to Borrower, pursuant to and except as provided in Section 2.9 of the Loan Agreement which Section 2.9 is hereby incorporated into this Note. The terms of the Deed of Trust are hereby incorporated into this Note and made a part hereof.



6. Terms of Payment.

(a) Borrower shall make all payments due under this Note in currency of the United States of America to Holder at Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553, Attention: Assistant Deputy Director, or to such other place as Holder may from time to time designate.

(b) All payments on this Note are without expense to Holder. Borrower shall pay all costs and expenses, including re-conveyance fees and reasonable attorney's fees of Holder, incurred in connection with the payment of this Note and the release of any security hereof.

(c) Notwithstanding any other provision of this Note, or any instrument securing the obligations of Borrower under this Note, if, for any reason whatsoever, the payment of any sums by Borrower pursuant to the terms of this Note would result in the payment of interest that exceeds the amount that Holder may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate will automatically be deducted from the principal balance owing on this Note, so that in no event is Borrower obligated under the terms of this Note to pay any interest that would exceed the lawful rate.

(d) The obligations of Borrower under this Note are absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

7. Event of Default; Acceleration.

(a) Upon the occurrence of an Event of Default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust will, at the option of Holder, become immediately due and payable without further demand.

(b) Holder's failure to exercise the remedy set forth in Subsection 7(a) above or any other remedy provided by law upon the occurrence of an Event of Default does not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other Event of Default. The acceptance by Holder of any payment that is less than the total of all amounts due and payable at the time of such payment does not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder, except as and to the extent otherwise provided by law.

8. Waivers.

(a) Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that Holder may accept further security or release any security for this Note, all

without in any way affecting the liability of Borrower.

(b) Any extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note must not operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

9. Miscellaneous Provisions.

(a) All notices to Holder or Borrower are to be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as Holder and Borrower may therein designate.

(b) Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note is governed by the laws of the State of California.

(d) The times for the performance of any obligations hereunder are to be strictly construed, time being of the essence.

(e) The Loan Documents, of which this Note is a part, contain the entire agreement between the parties as to the Loan. This Note may not be modified except upon the written consent of the parties.

IN WITNESS WHEREOF, Borrower is executing this Promissory Note as of the day and year first above written.

Richmond Neighborhood Housing Services, a California  
nonprofit public benefit corporation.

By: \_\_\_\_\_  
Nikki Beasley  
Executive Director



**Contra  
Costa  
County**

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 23, 2018

Subject: 2017 Annual Report for the Emergency Medical Care Committee

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**RECOMMENDATION(S):**

ACCEPT the 2017 Annual Report by the Contra Costa County Emergency Medical Care Committee (EMCC).

**FISCAL IMPACT:**

Not applicable.

**BACKGROUND:**

On December 13, 2011, the Board of Supervisors adopted Resolution No. 2011/497, which requires that each advisory body shall annually report to the Board of Supervisors on its activities, accomplishments, membership attendance, required training/certification (if any), and proposed work plan or objectives for the following year.

The Contra Costa County Board of Supervisors established the Contra Costa County EMCC (Resolutions 68/404, 77/637, 79/640 and by Board Order on February 24, 1998) in accordance with the California Health and Safety Code Division 2.5, Ch. 4, Article 3, to act in an advisory capacity to the Board and the County Health Services Director on matters relating to emergency medical services in Contra Costa County.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Patricia Frost,  
925-646-4690

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Tasha Scott, Marcy Wilhelm, Rachel Morris

## ATTACHMENTS

Emergency Medical Care Committee 2017 Annual  
Report



# Emergency Medical Care Committee 2017 Annual Report

## Annual Report for 2017

**Advisory Body Name:** Emergency Medical Care Committee (EMCC)

**Advisory Body Meeting Time/Location:** 4:00 p.m. - 5:30 p.m. on the second Wednesday of March, June, September, and December, unless otherwise noted. Meetings are held at various locations in Contra Costa County.

**Chair:** Kacey Hansen (December 2015 – present)

**Staff Person:** Rachel Morris (January 2017 – Present), Health Services, Emergency Medical Services

**Reporting Period:** January 1, 2017 – December 31, 2017

### I. Activities:

The EMCC, over four (4) regular meetings in the past year, was involved in or kept its membership informed about the following EMS System issues:

- Held 5150 psychological emergency summit in February of 2017 involving multiple stakeholders: County Health, Contra Costa Regional Medical Center, other hospitals, public and private transport providers, transport staff. 69 guests attended the event from multiple branches of the EMS system.
- New ambulance provider “Alliance” successfully transitioned to assume responsibilities for 92% of county emergency ambulance services effective January 1, 2016.
- Alliance leadership reporting to EMCC on implementation and system improvements established.
- EMS Agency consolidation of Systems of Care and MAC meetings to improve hospital and stakeholder engagement into periodic half day meetings. New meeting format convened in March 2016.
- EMS treatment protocols transitioned to visual algorithm format with full implementation effective January 2017.
- EMS establishes optional scope for use of epinephrine and narcan in first responder BLS protocols. Once established, the new protocols will create an opportunity for all BLS fire first responder agencies to use.
- EMCC informed on process to update the ambulance ordinance. Once County Counsel approves the draft, the ordinance will be made available to stakeholders and go to the BOS for approval. Updates in ordinance are focused on non-emergency ambulances services and to improve EMS Agency ability to assure public safety and improvements in coordination of medical transportation services throughout the EMS system between emergency and non-emergency transport providers.
- EMS Agency participation with CCHS Public Health Department on a county marijuana ordinance and anticipated impacts of legalization on EMS System.
- Online payment feature within ImageTrend online certification and licensing renewal platform implemented in October 2017.
- EMS System stakeholders advised of new EMSA ePCR (electronic patient care record) and HIE (health information exchange) requirements to support bi-directional exchange between EMS and hospitals. CCEMS EMS System advisory letter to hospitals and EMS providers to prepare for bi-directional exchange by January 2018.
- County Ambulance Patient Transfer of Care reports for Sutter Delta demonstrate significant improvement for East County EMS Services.
- The Board of Supervisors recognized May 21-27<sup>th</sup> 2017 as National EMS Week, and May 24<sup>th</sup> as EMS for Children Day.
- EMCC advised of marked reductions in Hospital Preparedness Program Grant funding and continued unfunded state regulations and mandates.
- EMCC informed of status of closure of Alta Bates Hospital, Alameda County and City of Berkeley workgroup, and concerns of impact to West County.
- EMS service in West County remains stable with Lifelong Urgent Care filling the gap for non-emergency care with support of CCHS nurse call lines, and high walk-in volume at Kaiser Richmond ED.
- EMS Agency HIE and EPIC workgroups and strategies to connect prehospital care records with emergency department patient records in the hospital using EPIC Care Everywhere. EMS implementing upgrades of FirstWatch data platform - to include enhanced analytics to improve medical oversight and utilization reporting.
- EMSA released a publication for strategy and data collection evaluation and quality: recent legislation requires EMS will be a conduit for registries, POLST, Stroke registry and others in terms of providing information to the state.
- West County transports consistent distribution of patients post DMC closure. Kaiser Richmond is seeing on a routine basis over 200 patients. ED bed capacity at Kaiser Richmond was increased in January from 15 to 25.
- POLST Program: Contra Costa EMS to pilot EMSA POLST registry with implementation in 2017 in collaboration with ACCMA.

- Contra Costa EMS System was selected to pilot improvements in California Stroke Registry and Stroke system as part of CMS grant with Stanford Health Services.
- On November 8th, EMS hosted the 2<sup>nd</sup> annual Contra Costa County Survivors Reunion Luncheon to show tangible continuum of care, and where survivors meet their rescuers. Report on reunion was presented in December 2017.
- Treatment guidelines and policies updated towards the end of a year are mostly finished for sending out for public comment. Implementation is January 1st, 2018.
- EMS Agency Measure H funds are supporting Fire Service EMS Medical Director and ePCR server to assure compliance with EMSA data requirements.
- Report on the Medication Take-Back Ordinance submitted by Public Health to the Board of Supervisors.
- Recognized Fire Chief Stephen Healy of the Moraga-Orinda Fire District for his many years of service to the Contra Costa County EMS system. Chief Healy retired in September of 2017.
- The EMS Agency along with other Contra Costa County divisions, stakeholders and outside agencies, all worked together during the October 2017 North Bay Fires event.

## **II. Accomplishments**

- Approval of EMCC 2016 Annual Report.
- Supported 5150 psychological emergency summit in February of 2017 involving multiple stakeholders.
- On July 24, 2017, the EMCC Executive Committee sent a letter to the Board of Supervisors referencing a letter previously sent on July 6, 2016, and once again reinforcing the potential value of the Committee providing further input to the Board to assist them in evaluating the proposed updates to the ambulance ordinance.
- 2016 EMS System Plan has met all standards and criteria required by state EMS Authority.
- Contra Costa EMS has received the Mission Lifeline:Silver Award for their STEMI system, along with AMR Concord, CCCFPD, ECCFPD, El Cerrito Fire Department, MOFD, Pinole Fire Department, Richmond Fire Department, Rodeo-Hercules Fire District, SRVFPD.

## **III. Attendance/Representation**

The EMCC is a multidisciplinary committee with membership consisting of representation of specific EMS stakeholder groups and organizations plus one (1) consumer member nominated by each Board of Supervisor member. There are twenty-one (21) filled member seats on the EMCC. Three (3) seats are unfilled. A quorum was achieved at four (4) of the four (4) EMCC meetings in 2017.

## **IV. Training/Certification**

Each EMCC representative was given a copy of the Advisory Body Handbook and copies of the "The Brown Act and Better Government Ordinance - What you need to know as a Commission, Board or Committee Member" and "Ethics Orientation for County Officials" videotapes during their two (2) year term. Responsibilities of County Boards were discussed including the responsibility to view the videotapes and submit signed certifications. Certification forms have been received from twenty (20) of the twenty-one (21) representatives. The four (4) certificates received in 2017 are attached.

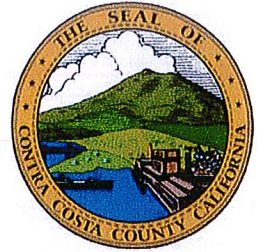
## **V. Proposed Work Plan/Objectives for Next Year**

Report to the local EMS Agency and to the Board of Supervisors as appropriate its observations and recommendations relative to its review of:

- Alliance/EMS partnerships to implement efficiencies and workflows supporting EMS System improvement.
- Efforts to procure grant funding for EMS System data infrastructure enhancements to support bi-directional data exchange.
- Promote and sustain Medical Health Disaster Coalition preparedness and engagement throughout EMS System.
- Enhancements to Medical Reserve Corps' capability for children and special needs populations.
- Update of County EMS for Children (EMSC) program and system of care enhancements.
- Continue to work with county counsel and stakeholders to update the county ambulance ordinance.
- Manage, update and submit to the State EMS Authority the 2016 EMS System Plan, Quality, Trauma, Stroke, STEMI and EMS for Children programs.
- Monitor and report on EMS System impacts due to changing economics and health care reform.
- Receive 2017 Annual EMS System performance report.
- Innovative models of EMS service delivery with hospital community.
- Update the County Multi-Casualty Incident (MCI) Plan in partnership with EMS System stakeholders.

- Support emergency ambulance provider and community hospitals efforts to reduce patient transfer of care extended delays that impact the availability of ambulances for the next 9-1-1 call.
- Support EMS System program (STEMI, Stroke, Cardiac Arrest, EMSC, Quality/Patient Safety and Trauma) initiatives.
- Continue to support and sustain community education and outreach, e.g. *HeartSafe*, Child Injury Prevention.
- Support appropriate use of 9-1-1, CPR Anytime, and Automatic External Defibrillator (AED) programs through partnerships with law enforcement, CERT, fire first responders and community coalitions.
- Update of county ambulance ordinance.
- Hold 3rd Annual Contra Costa Survivors Reunion.
- Explore future 5150 Summit events.
- Continue to monitor West County EMS System associated with closure of Doctors Medical Center and pending closure of Alta Bates Summit.





## Training Certification for Member of County Advisory Body

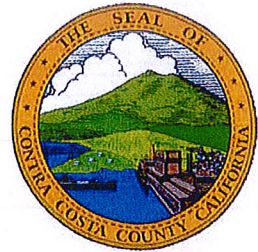
By signing below, I certify that on 3/8/2017, I watched the entire training tape: **"The Brown Act and Better Government Ordinance—What You Need to Know as a Commission, Board, or Committee Member."**

By signing below, I certify that on 3/8/2017, I watched the entire training tape: **"Ethics Orientation for County Officials."**

LILY-ANN LINDI  
(Name of Member of Advisory Body)

3/8/2017  
(Date)

*Return this Certification to the chair or staff of your advisory body. Your Certification that you have completed these training activities will be included in your advisory body's annual report to the Contra Costa County Board of Supervisors. The chair or staff to your advisory body must keep all certifications on file.*



## Training Certification for Member of County Advisory Body

By signing below, I certify that on 3/8/17, I watched the entire training tape: **"The Brown Act and Better Government Ordinance—What You Need to Know as a Commission, Board, or Committee Member."**

By signing below, I certify that on 3/8/17, I watched the entire training tape: **"Ethics Orientation for County Officials."**

Denise Pangelinan  
(Name of Member of Advisory Body)

3/8/17  
(Date)

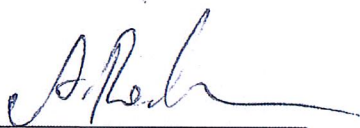
*Return this Certification to the chair or staff of your advisory body. Your Certification that you have completed these training activities will be included in your advisory body's annual report to the Contra Costa County Board of Supervisors. The chair or staff to your advisory body must keep all certifications on file.*



# Training Certification for Member of County Advisory Body

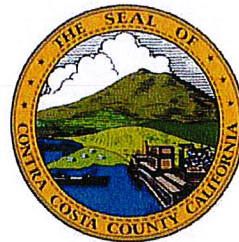
By signing below, I certify that on 3/13/17, I watched the entire training tape: **"The Brown Act and Better Government Ordinance—What You Need to Know as a Commission, Board, or Committee Member."**

By signing below, I certify that on 3/13/17, I watched the entire training tape: **"Ethics Orientation for County Officials."**

  
(Name of Member of Advisory Body)  
A. RODRIGUEZ

3/13/17  
(Date)

*Return this Certification to the chair or staff of your advisory body. Your Certification that you have completed these training activities will be included in your advisory body's annual report to the Contra Costa County Board of Supervisors. The chair or staff to your advisory body must keep all certifications on file.*



## Training Certification for Member of County Advisory Body

By signing below, I certify that on 4/27/2017, I watched the entire training tape: **"The Brown Act and Better Government Ordinance—What You Need to Know as a Commission, Board, or Committee Member."**

By signing below, I certify that on \_\_\_\_\_, I watched the entire training tape: **"Ethics Orientation for County Officials."**

JON B. KING  
(Name of Member of Advisory Body)

4/27/2017  
(Date)

*Return this Certification to the chair or staff of your advisory body. Your Certification that you have completed these training activities will be included in your advisory body's annual report to the Contra Costa County Board of Supervisors. The chair or staff to your advisory body must keep all certifications on file.*



## Public Service Ethics Education Online Proof of Participation Certificate

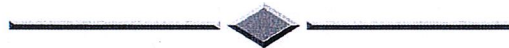
**Date of Completion:** Apr 27, 2017

**Training Time\*:** 2 hr. 18 min.

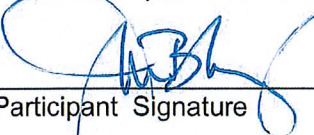
This course is an overview course on all public service ethics issues necessary to satisfy the requirements of Article 2.4 of Chapter 2 of Part 1 of Division 2 of Title 5 of the Government Code, including the following:

- Laws relating to personal financial gain by public servants, including, but not limited to, laws prohibiting bribery and conflict-of-interest laws.
- Laws relating to claiming perquisites ("perks") of office, including, but not limited to, gift and travel restrictions, prohibitions against the use of public resources for personal or political purposes, prohibitions against gifts of public funds, mass mailing restrictions, and prohibitions against acceptance of free or discounted transportation by transportation companies.
- Government transparency laws, including, but not limited to, financial interest disclosure requirements and open government laws.
- Laws relating to fair processes, including, but not limited to, common law bias prohibitions, due process requirements, incompatible offices, competitive bidding requirements for public contracts, and disqualification from participating in decisions affecting family members; and
- General ethical principles relating to public service.

The Fair Political Practices Commission and Attorney General have reviewed this course for course sufficiency and accuracy.



By signing below, I certify that I fully reviewed the content of the entire online AB 1234 course approved by the Attorney General and Fair Political Practices Commission and am entitled to claim two hours of public service ethics law and principles credit.

  
Participant Signature

Jon King

Participant Name

Town of Moraga

Agency Name

**NOTE TO PARTICIPANT:** Please provide a copy of this proof of participation to the custodian for such records at your agency. In addition, we recommend you make a copy of this proof of participation for your own records to retain for at least five years. To preserve the integrity of the online certification process; **these certificates are only available upon completing the online session.** \* To satisfy AB 1234 requirements, this certificate must reflect that the public official spent two hours or more reviewing the materials presented in the online course. If the certificate reflects less than two hours, the participant should have on file additional certificates demonstrating that the official has satisfied the entire two hour requirement.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: January 23, 2018

Subject: Community Financial Resources, Inc. Memorandum of Understanding

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a memorandum of understanding containing mutual indemnification language, with Community Financial Resources, Inc. to partner on a financial literacy and money management project for the period of December 1, 2017 through July 31, 2018.

**FISCAL IMPACT:**

One hundred percent of the stipend given to families will be funded through Community Financial Resources (CFR). The oversight, monitoring, and instruction for the financial literacy program participants will be integrated into the existing services provided by Community Services Bureau's staff. No additional county, state, or federal dollars will be utilized to provide these services. (No fiscal impact.)

**BACKGROUND:**

Community Financial Resources (CFR) and the Employment and Human Services, Community Services Bureau (CSB) will partner to provide a financial literacy program to parents enrolled in CSB childcare programs. CSB staff will provide oversight, monitoring, and instruction to the program participants. CFR will provide the monetary incentives, such as matching funds for savings accounts. The goal of the program is to strengthen the financial knowledge and capabilities of

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/23/2018** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: CSB (925)  
681-6338

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Nasim Eghlima, Ana Araujo

**BACKGROUND: (CONT'D)**

participants; connect participants with appropriate entry-level financial products and services, including bank accounts; and help developing more effective money management techniques and credit building habits for participants.

The Board approved the initial Memorandum of Understanding (MOU) with CFR on November 1, 2016 for an introductory period of 6 months. This board order is to approve a continuation of the program.

**CONSEQUENCE OF NEGATIVE ACTION:**

Community Services Bureau participants could not use the financial literacy and financial products to be provided through this agreement.

**ATTACHMENTS**

CFR MOU

## Memorandum of Understanding

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**Parties:** Contra Costa County (County) and Community Financial Resources (Agency)

**Background:** Community Financial Resources (CFR), a non-profit agency, and Contra Costa County, by and through its Employment and Human Services Department (EHSD), Community Services Bureau (CSB), wish to continue the Family Financial Fitness Program (Program) for staff and the parents of their Contra Costa County Head Start students as originally authorized in MOU 39-933 dated November 1, 2016. The Program is designed to incent beneficial money management behaviors, including appropriate financial product usage, and will be delivered by CSB, after training from CFR, to CSB clients through group workshops, events, 1-to-1 coaching, or a combination of all.

**Funding Source:** Annie E. Casey Foundation's Economic Security program grant. CFR is a grant recipient.

CFR and CSB will work jointly, using a two-generation approach, to implement the Program to fulfill the following objectives:

1. Strengthen the financial knowledge and capabilities of Head Start staff and parents through behavior based incentives.
2. Help CSB clients develop money management techniques, savings habits, establish or improve credit scores/histories, and recognize credit as an asset.
3. Connect CSB clients with appropriate entry-level financial products and services, including accounts at banks, credit unions, and other CFR-sponsored/vetted products.
4. Build the capacity of CSB staff to deliver task-based financial education that promotes beneficial financial behaviors among participants.
5. Evaluate the impact of the consumer education and financial product usage on the households participating in the program.

**Term of Agreement:** December 1, 2017 – July 30, 2018. The incentive awards outlined in this agreement expire 6/30/2018 (unless extended or renewed) Reporting data must be submitted to the respective parties by 7/15/18.

**Purpose:** The outlined commitments are in fulfillment of CFR's grants from Annie E. Casey Foundation's Economic Security program and MetLife Foundation that allow CFR to assist CSB, its staff and clients to participate in CFR's Family Financial Fitness Program.

**Agency's Obligations – CFR shall:**

1. Assign a relationship manager to assist CSB in the implementation and support of the Program.
2. Work with CSB to shape the Program for their target audience and identify appropriate delivery and follow-up structure.
3. Train CSB staff on the Program curriculum, concepts and approach including client activities that reinforce beneficial money management behaviors.



4. Work with CSB to develop appropriate Program marketing and outreach materials.
5. Provide information and enrollment support on CFR sponsored/vetted consumer friendly products, e.g., prepaid debit and secured credit cards, local credit union or community bank accounts, effectively integrating these products into the Program to reinforce money management concepts and beneficial behaviors.
6. Meet periodically with CSB to review project implementation and strategize improving program participation and effectiveness.
7. Provide a budget of up to \$8,250 for CFR to award client incentives over the term of this agreement. Cash awards will be deposited onto Focus prepaid debit card accounts established by the recipient (alternatives to be provided for clients without social security numbers). These funds will be used to pay for the following incentives:
  - a. Up to \$500 for Workshop attendance incentives, e.g. gift cards.
  - b. Up to \$1000 to award financial management behaviors documented on the Ticket Tracking Spreadsheet (Attachment A) for up to five cohorts of participants, i.e. \$200 of awards per cohort.
    - i. Beneficial money management behaviors and related difficulty points to be awarded must be approved by CFR.
  - c. Participants that work with CFR to open credit-builder products will be eligible for savings matches from CFR.
  - d. Participants that open and fund a Focus Card Savings Account, establish a savings goal, and use an automatic savings trigger for at least three months to accrue \$70 in savings can claim a \$50 bonus savings match.
8. Provide CSB any utilization data that may be available on CFR-sponsored products.
9. Share evaluation data with CSB to support the documentation of outcomes.
10. Comply with confidentiality requirements as specified in Head Start Performance Standards regulation 45 CFR 1303.20
11. Mutual Indemnification
  - a. CFR shall defend, indemnify and hold harmless county, its officers, employees and agents, from and against any and all liability, loss, expense, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CFR, its officers, agents, or employees.
  - b. County shall defend, indemnify and hold harmless CFR, its officers, employees and agents, from and against any and all liability, loss, expense, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its officers, agents, or employees.
12. All information collected from participants in the Program will be provided anonymously. CFR agrees that it will not disclose the identities of Program participants without their prior permission.

**County's Obligations – CSB shall:**

1. Assign one staff person from CSB to coordinate the Program, be CFR's main point of contact, and meet at least monthly with CFR to review program status.
2. Document a Program delivery schedule for any financial capability coursework, workshops or coaching sessions that will include working with at least 75 unique staff members or CSB clients/constituents as active participants.
3. Provide staff members that previously participated in the train-the-trainer sessions to conduct the Program as part of the organization's on-going operations.
4. Publicize the availability of the Program to CSB staff and clients.
5. Coordinate the provision of attendance incentives.
6. Administer a baseline and follow-up financial practices survey, provided by CFR, to all participating CSB clients.
7. Engage at least 50 unique staff members or clients in beneficial money management behavior tracking.
8. Submit electronic versions of the Ticket Tracker spreadsheet documenting beneficial behaviors and point before awards can be paid out.
  - a. Include comments, as appropriate, e.g. set-up and usage of bank or credit union accounts, Increase in savings balances, credit score improvement.
9. Provide CFR electronic versions of Workshop Evaluations.
10. Appropriately cite CFR's authorship of Program materials and only use CFR provided materials with CFR's prior permission.
11. Provide feedback to CFR on its performance.

The signatures below have the authority to commit their respective organizations to the terms and conditions of this Memorandum of Understanding.

For Community Financial Resources:

  
 Lauren Leimbach, Executive Director  
 Lauren@communityfinancialresources.net

\_\_\_\_\_  
 Date

For Contra Costa County Employment & Human Services Department

\_\_\_\_\_  
 Kathy Gallagher, Executive Director  
 KGallagher@ehsd.cccounty.us

\_\_\_\_\_  
 Date



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: January 23, 2018

Subject: Clarification of Board Order Item #C.122 with Total Renal Care, Inc.

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**RECOMMENDATION(S):**

APPROVE clarification of Board action of July 11, 2017 (Item C.122), which authorized the Health Services Director to execute Contract #26-563-10 with Total Renal Care, Inc., a corporation, for the provision of blood services for inmates/patients at the Martinez Detention Facility, to reflect the correct term of January 27, 2018 through January 26, 2020 with no change in the payment limit of \$321,634.

**FISCAL IMPACT:**

There is no fiscal impact with this clarification action.

**BACKGROUND:**

On July 11, 2017, the Board of Supervisors approved Contract #26-563-10 with Total Renal Care, Inc., for the provision of blood services, including dialysis, renal replacement and apheresis therapies for inmates/patients at the Martinez Detention Facility for the period July 1, 2017 through June 30, 2019. The term of July 1, 2017 through June 30, 2019 was stated in error as the agreed upon term for this renewal contract was January 27, 2018 through January 26, 2020.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this board order is not approved, the contract term will remain incorrect.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Anna Roth,  
925-370-5101

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Kathleen Cyr, Marcy Wilhelm



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: January 23, 2018

Subject: Resolution to Disapprove of New Offshore Drilling Leases along the Coast of California

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2018/28, opposing new offshore oil and gas drilling off the coast of California.

**FISCAL IMPACT:**

No fiscal impact to the County from this action.

**BACKGROUND:**

On January 10, 2018, Senator Dianne Feinstein (D-Calif.) called on all county boards of supervisors in California to pass a resolution opposing the Trump administration's proposal to sell new leases for offshore oil drilling in federal waters along the coast of California.

The Trump administration proposed last week allowing offshore drilling in nearly all U.S. waters, including six new lease proposals for the California coastline.

Interior Secretary Ryan Zinke announced on January 9, 2018 that Florida was being removed from consideration due to resistance from state officials, similar to California's historic opposition to offshore drilling. California banned new offshore drilling leases in state waters in 1969 and there have been no new leases in federal waters since 1984.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: L. DeLaney,  
925-335-1097

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

“A resolution to disapprove of new offshore drilling leases will send a clear, united message to the Trump administration that Californians value the well-being of our coastal community environments and expect relentless protection,” Senator Feinstein wrote. **“As Californians, we must stand together to ensure that our coast is not subject to new offshore oil and gas drilling projects.”**

ATTACHMENTS

Resolution No. 2018/28

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 01/23/2018 by the following vote:

AYE: ☐  
NO: ☐  
ABSENT: ☐  
ABSTAIN: ☐  
RECUSE: ☐



**Resolution No. 2018/28**

**Opposing New Offshore Oil and Gas Drilling off the California Coast**

WHEREAS on January 4, 2018, the Trump Administration proposed to open for exploration the largest expanse of the nation's offshore oil and natural gas reserves ever offered to global energy companies, including waters off the coast of California; and

WHEREAS Interior Secretary Ryan Zinke said the draft five-year leasing plan would commit 90% of the nation's offshore reserves to leasing, including areas off all three regions of the California coast that have been off-limits to oil and gas exploration since the Reagan administration; and

WHEREAS The plan released on January 4, 2018 calls for selling 47 new oil and gas leases between 2019 and 2024 in the Arctic, Atlantic and Pacific oceans as well as in the Gulf of Mexico — the most that have ever been proposed in a five-year program. The effort replaces the Obama administration's plan to offer 11 new leases through 2022, 10 in the Gulf of Mexico and one off the coast of Alaska; and

WHEREAS The proposed plan for the outer continental shelf calls for 47 lease sales to be scheduled in 25 of 26 areas off the nation's coastlines between 2019 and 2024; and

WHEREAS The Proposed Plan requires a process of environmental review and public comment before any new drilling can begin; and

WHEREAS There are presently 23 oil platforms located in federal waters off California and four in state waters — near Santa Barbara County, Huntington Beach and Seal Beach. There are also four artificial islands used as drilling platforms off Long Beach and one off Rincon Beach in Ventura County; and

WHEREAS In 1994, the Legislature placed the entire California coast off-limits to new leases; and

WHEREAS The proposed federal plan suggests seven new leases in the Pacific region, including two each for Northern, Central and Southern California, as well as one for the area off the Washington and Oregon coast. Twelve leases are nominated for the Gulf of Mexico, and 19 for coastal Alaska; and

WHEREAS expanding offshore oil production would most likely require the construction of expensive new platforms and onshore support equipment whose presence could harm the state's multibillion-dollar coastal economy, including tourism, fishing and the marine ecosystem; and

WHEREAS Coastal states, especially California, Alaska and Florida, are especially sensitive to proposals to open the offshore seabed to oil and gas exploration because of oil spill risks that are escalating.

Now, Therefore, Be it Resolved that the Board of Supervisors of Contra Costa County opposes new offshore drilling development and objects to any new oil and gas leases off the California coast.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED: January 23, 2018**

David J. Twa, County Administrator and Clerk of the Board of Supervisors

**Contact: L. DeLaney, 925-335-1097**

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: January 23, 2018

Subject: Continue Extension of Emergency Declaration Regarding Homelessness

---

**RECOMMENDATION(S):**

CONTINUE the emergency action originally taken by the Board of Supervisors on November 16, 1999 regarding the issue of homelessness in Contra Costa County.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

On November 16, 1999, the Board of Supervisors declared a local emergency, pursuant to the provisions of Government Code Section 8630 on homelessness in Contra Costa County.

Government Code Section 8630 requires that, for a body that meets weekly, the need to continue the emergency declaration be reviewed at least every 14 days until the local emergency is terminated. In no event is the review to take place more than 21 days after the previous review. On January 9, 2018, the Board of Supervisors reviewed and approved the emergency declaration.

With the continuing high number of homeless individuals and insufficient funding available to assist in sheltering all homeless individuals and families, it is appropriate for the Board to continue the declaration of a local emergency regarding homelessness.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **01/23/2018** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Enid Mendoza, (925)  
335-1039

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:





Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: January 23, 2018

Subject: Resolution No. 2018/30 - Public Employees Union, Local One Side Letter to Modify Section 2.9 Written Statement for New Employees

**RECOMMENDATION(S):**

ADOPT Resolution No. 2018/30 approving the Side Letter between the County of Contra Costa and Public Employees Union, Local One modifying Section 2.9 Written Statement for New Employees of the Memorandum of Understanding pursuant to AB 119.

**FISCAL IMPACT:**

This is a change to administrative process and has no direct fiscal impact.

**BACKGROUND:**

AB 119, which mandates union access to new employee orientations, was passed on June 27, 2017 and took effect immediately. The bill places an affirmative burden on public agencies to immediately begin doing three things:

1. Providing 10 days' advance notice of any new employee orientation (Gov. Code §3556);
2. Providing to the union the name, job title, department, work location, work, home, personal cellular telephone number, personal email address, and home address of any new employee within 30 days of hire or by the first pay period of the month following hire (Gov. Code §3558);

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **01/23/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Lisa Driscoll, County Finance  
Director (925) 335-1023

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Dianne Dinsmore, Human Resources Director

BACKGROUND: (CONT'D)

>

3. Providing to the union the information in #2 every 120 days for all employees(Gov. Code §3558).

Most of the County's current memoranda of understanding include a procedure for unions to access employees during orientation. Several of our bargaining groups, including Public Employees, Local One, requested that the County bargain over the structure, time, and manner of access of the union to a new employee orientation. The County and Local One agree to incorporate the attached side letter into Section 2.9 - Written Statement for New Employees of the Memorandum of Understanding.

CONSEQUENCE OF NEGATIVE ACTION:

If the side letter of agreement is not approved, the current process for onboarding new employees will continue until an alternative process is adopted.

ATTACHMENTS

Resolution No. 2018/30

Local One Side Letter (AB 119) dated 1/16/18

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 01/23/2018 by the following vote:

**AYE:** ☐  
**NO:** ☐  
**ABSENT:** ☐  
**ABSTAIN:** ☐  
**RECUSE:** ☐



**Resolution No. 2018/30**

**In the Matter of:** The Side Letter Agreement between the County of Contra Costa and the Public Employee Union, Local One, modifying Section 2.9 - Written Statement for New Employees of the Memorandum of Understanding

The Contra Costa County Board of Supervisors acting solely in its capacity as the governing board of the County of Contra Costa and the Board of Directors of the Contra Costa County Fire Protection District RESOLVES THAT:

Effective upon adoption by the Board of Supervisors, the attached Side Letter of Agreement dated January 16, 2018, between the County of Contra Costa and the Public Employees Union, Local One, be **ADOPTED**.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**Contact: Lisa Driscoll, County Finance Director (925) 335-1023**

**ATTESTED: January 23, 2018**

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

**cc:** Dianne Dinsmore, Human Resources Director

**SIDE LETTER  
BETWEEN  
CONTRA COSTA COUNTY AND PEU, LOCAL 1**

This Side Letter amends the Memorandum of Understanding between PEU, Local 1 ("Union" or "Local 1") and the County of Contra Costa ("County") to modify Section 2.9 – Written Statement for New Employees of the MOU as follows:

**2.9 Written Statement for New Employees.**

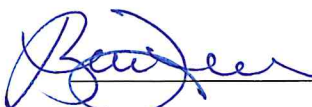
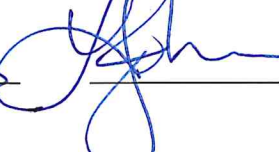
- A. The County will provide a written statement to each new employee hired into a classification in any of the bargaining units represented by the Union, that the employee's classification is represented by the Union and the name of a representative of the Union. The County will provide the employee with a packet of information that has been supplied by the Union.
- B. The County will provide written notice to the Union of all new employee orientations at least ten (10) calendar days prior to the event. The County may provide less than ten (10) calendar days' notice to the Union in instances where there is an urgent need critical to the County's operations that was not reasonably foreseeable. In the event that the County provides less than ten (10) calendar days' notice and the Union is unable to attend the orientation because of the short notice, the Union will be provided with the opportunity to meet with new employees within five (5) working days before or after the orientation for up to thirty (30) minutes during County time.
- C. The new employee orientation notice provided to the Union will include the date, time, and location of the orientation.
- D. A bargaining unit member attending orientation as a Union representative shall be given paid release time sufficient to cover the Union's presentation and travel time. The Union will provide the names of any employees who they wish to be released at least 48 hours in advance to the Labor Relations Manager.
- E. Representatives of the Union will be permitted to make a presentation of up to thirty (30) minutes, and may provide written materials to new employees during a portion of the orientation for which attendance is mandatory.

The terms of this Side Letter are effective after it is approved by the Board of Supervisors and will be incorporated into the successor MOU between the County and Local 1 dated July 1, 2016 – June 30, 2019 remain unchanged by this Side Letter.

Date: 1/16/18

**Contra Costa County:**  
(Signature / Printed Name)

**Union Name:**  
(Signature / Printed Name)

 / BRIENNE LEWIS  / LAKEESHA JOHNSON



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: January 23, 2018

Subject: Contra Costa Mayors' Conference Event - San Pablo Library

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the San Pablo County Library to close at 4:30 p.m. instead of the regular 6:00 p.m. under normal business hours to host the Contra Costa Mayors' Conference (CCMC) event, as requested by the San Pablo City Manager.

**FISCAL IMPACT:**

Minor fiscal impact to the Library Fund.

**BACKGROUND:**

On Thursday, February 1, 2018, the City of San Pablo will host the Contra Costa Mayors' Conference (CCMC) with the Business Meeting at 6:30 p.m. in the new San Pablo Library Community Room, and the dinner following in Maple Hall. In order to prepare for a brief tour of the new Library at 6:00 p.m. for CCMC attendees, the City and County are requesting approval to close the San Pablo Library early to the public at 4:30 p.m. instead of the regular closure time of 6:00 p.m.

**CONSEQUENCE OF NEGATIVE ACTION:**

The San Pablo Library will not close early to the public, which may provide parking difficulty for the CCMC attendees.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **01/23/2018** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 23, 2018

Contact: Melinda Cervantes,  
925-608-7700

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Melinda Cervantes, County Librarian